

ASHFORD BOROUGH COUNCIL (1)
and
HODSON DEVELOPMENTS (ASHFORD) LIMITED (2)
CHILMINGTON GREEN DEVELOPMENTS LIMITED (3)
HODSON DEVELOPMENTS (CG ONE) LIMITED (4)
HODSON DEVELOPMENTS (CG TWO) LIMITED (5)
HODSON DEVELOPMENTS (CG THREE) LIMITED (6)

SETTLEMENT AGREEMENT

in respect of the
s.106 Planning Agreement dated 27 February 2017
regarding
land and buildings at Chilmington Green Ashford Kent

T.W. Mortimer, Esq.
Solicitor to the Council and Monitoring Officer
Ashford Borough Council
Civic Centre
Tannery Lane
Ashford, Kent. TN23 1PL
(Ref. DS54-0669-09-JDIB)

THIS SETTLEMENT AGREEMENT

is made by deed this 10th day of FEBRUARY 2023

BETWEEN:

(1) **Ashford Borough Council** of Civic Centre, Tannery Lane, Ashford, Kent TN23 1PL ("**ABC**").

and

(2) **Hodson Developments (Ashford) Limited** (Company number 07468189) and its related companies **Chilmington Green Developments Limited** (Company number 09286703), **Hodson Developments (CG One) Limited** (Company number 10392676), **Hodson Developments (CG Two) Limited** (Company number 10392663), and **Hodson Developments (CG Three) Limited** (Company number 10982329) all of Office Suite 9, 55 Park Lane, London W1K 1NA (collectively "**Hodson**" and covenants and obligations entered into by Hodson in this Agreement shall be joint and several covenants and obligations by those 5 companies and enforceable against them jointly and each severally).

ABC and Hodson shall be referred to in this Agreement collectively as "**the Parties**", and expressions such as "**a Party**" or similar shall mean ABC or Hodson as the case may be.

WHEREAS:

1. (a) The Parties (except Hodson Developments (CG Three) Limited which is bound by the obligations in the s106 Agreement by virtue of its acquisition of the freehold ownership of parts of the Site since the date of the s106 Agreement) are parties to an Agreement made pursuant to s106 of the Town and Country Planning Act 1990 ("**the Act**") and other powers dated 27 February 2017 between (1) Hodson Developments (Ashford) Limited and others (2) BDW Trading Limited (3) Ashford Borough Council and (4) The Kent County Council ("**KCC**") ("**the s106 Agreement**") concerning land at Chilmington Green, Ashford Road, Great Chart, Ashford, Kent.

(b) ABC and Hodson Developments (Ashford) Limited are parties to a Deposit Deed also dated 27 February 2017 and made between (1) Ashford Borough Council and (2) Hodson Developments (Ashford) Limited ("**the 2017 Deposit Deed**") relating to two bank accounts in respect of the s106 Agreement.
2. At various times and by various correspondence ABC has alleged that inter alia Hodson is in breach of obligations under the s106 Agreement and threatened enforcement of terms of the s106 Agreement which ABC claims are overdue for compliance. For the purpose only of this Deed the relevant financial terms for ABC's benefit which ABC claims to be entitled to enforce

are those regarding the making of payments to ABC which are referred to in ABC's Letters Before Claim dated 7 January 2022 and 7 November 2022 and further in ABC's Reply to Response to Letter Before Claim dated 16 September 2022 (collectively "ABC's Letters Before Claim").

3. (a) On 4 May 2022 Hodson submitted to ABC and KCC a purported application under section 106A of the Act, by letter from Hodson's solicitors North Star Law Limited with enclosures, to discharge and/or modify various of the obligations under the s106 Agreement ("**Application No.1**").

(b) On 30 June 2022 ABC wrote to Hodson notifying the latter of its decision on the validity of Application No.1. For the avoidance of doubt, references herein to Application No.1 are without prejudice to ABC's contention that there expired in December 2022 the period of 6 months allowed by Regulation 7(1) of the Town and Country Planning (Modification and Discharge of Planning Obligations) Regulations 1992 for an appeal under s.106B of the Act in relation to Application No.1; accordingly, all references to Application No.1 in this Deed are for completeness only and do not affect this position.

(c) On 20 October 2022 Hodson submitted to ABC and KCC a fresh purported application under section 106A of the Act, by letter from Hodson's solicitors North Star Law Limited with enclosures, to discharge and/or modify a larger number of obligations under the s106 Agreement (referred to herein as "**Application No.2**") which has not yet been validated or determined by ABC.
4. On 24 October 2022 the Parties and their legal representatives met on without prejudice terms at the offices of ABC with certain representatives of Homes England (in its role as a funder/lender/chargee of Hodson) present. The Parties agreed in principle the outline of the terms set out below in this Deed whereby, amongst other things, ABC would forbear from issuing proceedings against Hodson to enforce the said financial terms for ABC's benefit of the s106 Agreement the subject of complaint in ABC's Letters Before Claim for an agreed period whilst ABC considers Application No.2, and ABC would forbear from issuing proceedings against Hodson to enforce the other (non-financial or not for ABC's benefit) terms of the s106 Agreement the subject of complaint in ABC's Letters Before Claim upon Hodson agreeing on the terms set out in this Deed to comply with and carry out certain defined series of steps intended to bring a resolution to those matters. On a reciprocal basis Hodson agreed to extend the period for ABC's consideration of Application No.2, and to comply with and carry out the said defined series of steps.
5. The Parties agree that the terms of this Deed and its Enclosures shall become "open" on completion but the correspondence negotiations and other statements relating to this Deed and statements made at the meeting on 24 October 2022 shall remain "without prejudice" and confidential to the Parties.

NOW THIS DEED WITNESSES AS FOLLOWS:-

0. INTERPRETATION AND EFFECT AND MECHANISMS OF THIS DEED

- 0.1 Unless the terms of this Deed require otherwise, the terms and expressions defined in the s106 Agreement and in the 2017 Deposit Deed (with preference given to the former in case of any difference of definition between them) shall have the same meanings in this Deed.
- 0.2 Clauses 1.2.3 to 1.2.11 inclusive (except clause 1.2.9), 13 (the words therein "evidenced in writing in accordance with clause 22.2" being replaced by the words "contained in written correspondence from ABC's solicitor to Hodson's solicitor"), 15, 19, 20 and 21 of the s106 Agreement shall apply to this Deed as if the same were set out herein with the terms "ABC" "KCC" and "Hodson" substituted for the terms "the Council" "the County Council" and "the Owners" respectively wherever appropriate.
- 0.3 Nothing contained or implied in this Deed shall fetter prejudice or affect in any way the ability of ABC to handle determine decline to determine or otherwise deal with any applications that have been or may be made to it of any nature under the Act or any other legislation of any kind.
- 0.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.
- 0.5 The Enclosures to this Deed form part of this Deed and shall have effect as set out in its terms. In the Enclosures:-
- 0.5.1 "HDL" means Hodson;
- 0.5.2 "[the] LPA" means ABC.
- 0.6 In this Deed and the Enclosures "[the] CMO" means Chilmington Management Organisation (Company number 12134646 and registered charity number 1194013) care of McCabe Ford Williams of Unit 1, Invicta Business Park, Monument Way, Orbital Park, Ashford, Kent, TN24 0HB which is "CMO" as defined in the s106 Agreement.
- 0.7 Where any notice or other thing is required to be sent or given to CMO, it shall be sent or given to CMO by electronic mail to hello@cmo.org.uk.
- 0.8 Where any notice or other thing including any confirmation of approval agreement or consent is required to be sent or given by Hodson or ABC:-
- 0.8.1 under the provisions of this Deed other than the Enclosures to this Deed, it shall be sufficiently sent or given by electronic mail to that Party's solicitor being (in the case of Hodson) Mr Robin Blay of North Star Law Ltd on Robin.Blay@NorthStarLaw.co.uk and (in the case of ABC) Mr Jeremy Baker of ABC's Legal & Democracy Service on

Jeremy.Baker@Ashford.gov.uk PROVIDED THAT any such electronic mail to the latter is also copied at the same time to ABC's Legal Support Officers on Legal.Support@Ashford.gov.uk and to ABC's Planning & Development Service on Faye.Tomlinson@Ashford.gov.uk or such other address as ABC's Assistant Director Planning & Development may notify to Hodson for the purpose;

0.8.2 under the Enclosures to this Deed, it shall be sufficiently sent or given to ABC if sent by electronic mail to ABC's Planning & Development Service on Faye.Tomlinson@Ashford.gov.uk and/or such other address(es) as ABC's Assistant Director Planning & Development may notify to Hodson for the purpose, and to Hodson if sent by electronic mail to Hodson's Planning Director Mr Alec Arrol on alec.arrol@hodsondevelopments.com or such other address as Hodson may notify to ABC for the purpose.

0.9 "Force Majeure Event" means any of the following preventing a Party's performance of its obligations under this Deed:-

- riot, war or armed conflict, act of terrorism, nuclear, biological or chemical warfare;
- novel act of government or a statutory regulatory body
- fire, flood, earthquake or other disaster
- industrial dispute

subject to the Party affected promptly (on becoming aware of the same) notifying the other Party and using all reasonable endeavours to continue to perform its obligations and to mitigate the effects of Force Majeure;

and the following do not constitute a Force Majeure Event:-

- any event affecting the payment of money
- any industrial dispute about Hodson or its staff
- any event attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure.

0.9A Where an obligation in this Deed refers to a provision of the s106 Agreement it shall where the context admits be construed as referring to the s106 Agreement as amended from time to time either by deed under section 106A(1)(a) of the Act and/or pursuant to the application procedure referred to in section 106A(1)(b) of the Act.

1. ARRANGEMENTS PERTAINING TO ABC'S CONSIDERATION OF APPLICATION No.2

1.1 On the assumption, for the purposes only of this Deed and the commitments and processes referred to in it, that Application No.2 is valid and duly made, the statutory period for ABC's formal decision on Application No.2 shall be

and is hereby extended to and including 31 May 2023 subject to ABC's obligation in the first sentence of clause 1.2 below.

- 1.2 ABC will within 14 days propose to Hodson in writing a method and timetable by which the Parties shall engage and meet to discuss constructively and in stages the content of Application No.2 with a view to agreeing as much as can be agreed of the same without the need for any further application/s or appeal/s. The Parties will cooperate with each other in agreeing the said method and timetable and in the ensuing discussions.
- 1.3 Accordingly, Hodson will not, before 1 June 2023, lodge or purport to lodge an appeal to the Secretary of State in respect of Application No.1 and/or Application No.2. Nor before that date shall Hodson make or purport to make any further application(s) under s.106A(1)(b) of the Act in relation to the s106 Agreement.
- 1.4 For the avoidance of doubt, the terms of this Deed are without prejudice to either Party's position in relation to calculation of the sums claimed by ABC and Application Nos. 1 and 2 generally; the contents of the Applications and their pursuit by Hodson (but subject always to clause 1.3 above); and ABC's consideration and determination on both the validity and the contents of Application No.2 in due course.

2. FINANCIAL OBLIGATIONS

- 2.1 The instalments and other principal amounts (together "**the Principal Amounts**") identified by ABC as outstanding and unpaid in the total sum of £767,500 in ABC's Letters Before Claim shall be paid to ABC by Hodson on completion of this Deed, for the avoidance of doubt not including amounts in respect of Index-Linking and Interest, such payment being by way of direct payment to ABC from the Developers' Contingency Bank Account – Council referred to in Schedule 29 to the s106 Agreement. The composition of such sum of £767,500 is shown in Enclosure A.
 - 2.1A Notwithstanding that the processes set out in the 2017 Deposit Deed have not been (and shall not be required to be) followed, the Parties shall procure on completion of this Deed the signature and delivery to the bank holding the Developers' Contingency Bank Account – Council of a Withdrawal Instruction signed by appropriate persons on behalf of the Parties to instruct the bank to make a payment to ABC in the sum of £817,500 consisting of the direct payment mentioned in clause 2.1 together with payment of the additional sum of £50,000 which is to be held by ABC and used as the residents' parking scheme fund as referred to in clause 6.3 and Enclosure E.
- 2.2 (a) The Parties shall immediately on completion of this Deed complete a replacement for the 2017 Deposit Deed in the form of the draft Revised Deposit Deed annexed at Enclosure F.
 - (b) Following the combined payments totalling £817,500 referred to above having been made by the bank to ABC, Hodson shall not be required

by ABC to pay into the Developers' Contingency Bank Account – Council a sum equal to the total of those payments in order to restore the Council Minimum Balance in that account as provided for by and pursuant to para. 2 of Sch. 29 to the s106 Agreement until the earlier of (1), (2) and (3) as follows:-

(1) 28 days after the issue by ABC of its decision on Application No.2, if no valid Appeal has been lodged by Hodson to the Secretary of State against that decision within that period of 28 days; or

(2) if within that period of 28 days such a valid Appeal is lodged by Hodson, 28 days after the earlier of (a) the withdrawal of that Appeal and (b) the first issue by a Planning Inspector or other person appointed by the Secretary of State (or that Secretary himself) of a decision upon that Appeal to the Secretary of State against ABC's decision on Application No.2; or

(3) 28 May 2024 Save that if within that period of 28 days such a valid Appeal is lodged and not subsequently withdrawn and is referred to such Planning Inspector or other person, and at 23:59 hours on 30 April 2024 that person has completed any inter partes procedure (such as an exchange of written representations, a hearing, public local inquiry, or hybrid or other process) instituted in order to lead to the determination of the Appeal, but has not issued his/her decision upon the Appeal, this paragraph (3) shall not apply (and for the avoidance of doubt para. (2) above shall apply) unless any delay/s in the commencement carrying out and/or completion of the said inter partes procedure by that person was/were materially caused by any fault, default or failing on the part of Hodson.

2.3 Following the said payment having been made, Hodson shall not be required by ABC pursuant to the s106 Agreement to pay to it sums constituting the remaining amounts identified by ABC as outstanding and unpaid in ABC's Letters Before Claim (i.e. in respect of Index-Linking and Interest) until the earlier of (1), (2) and (3) above.

2.4 Upon the arrival of any of (1), (2) and (3) above:-

(i) the obligations in para. 2 of Schedule 29 to the s106 Agreement shall be fully enforceable by ABC;

(ii) Hodson shall forthwith pay into the Developers' Contingency Bank Account – Council a sum equal to the Principal Amounts plus £50,000 in order to restore the Council Minimum Balance in that Account as provided for by para. 2 of Sch. 29 to the s106 Agreement, and promptly thereafter produce to ABC written confirmation from the relevant bank that the Council Minimum Balance has been restored in that Account; and

(iii) Hodson shall forthwith pay to ABC the sums referred to in clause 2.3 above and for the avoidance of doubt all amounts so payable by Hodson in

respect of Interest shall be calculated up to the date of payment in accordance with clause 18 of the s106 Agreement and not to any other date whether or not contained or referred to in ABC's Letters Before Claim.

- 2.5 These terms may be varied by any sooner or other negotiated agreement between the Parties which is embodied in a deed amending this Deed including any agreement by Deed varying in any relevant respect the s106 Agreement.

3. THE CMO FIRST OPERATING PREMISES

- 3.1 As to the provision of the CMO First Operating Premises as provided for in Schedule 4 paragraphs 4.1.1, 4.1.2, 4.1.3 and 4.1.5 of the s106 Agreement, ABC will forbear in bringing enforcement proceedings against Hodson on the basis that the Parties will each take the steps set out in Enclosure B annexed in accordance with the timescales therein stated.

4. THE FIRST CHILDREN'S AND YOUNG PEOPLE'S PLAYSPACE (PS1)

- 4.1 As to the provision of the Children's and Young People's Play Space marked "PS1" on the relevant plan within the s106 Agreement as provided for in paragraph 1.1 of Schedule 8 to the s106 Agreement) ABC will forbear in bringing enforcement proceedings against Hodson until at least 30 April 2024 on the basis that the Parties will each take the steps set out in Enclosure C annexed in accordance with the timescales therein stated.

5. RENTCHARGE DEEDS

- 5.1 By reference to the forms of Rentcharge Deed approved for use by ABC for the purposes of paragraph 8 of Schedule 4 to the s106 Agreement and the "tracker" spreadsheet agreed between Gowling WLG (UK) LLP, solicitors for Hodson, and Knights PLC, solicitors for CMO, copy of which was provided to ABC by email on 22 December 2022, Hodson will use all reasonable endeavours at its own expense and with all due expedition in respect of every Dwelling or Block sold or Occupied by Hodson (including, for any such Dwelling or Block now being marketed for further sale, making request of the intending seller to rectify the breach of the said paragraph 8 on or prior to such sale) to resolve and correct as soon as reasonably practicable:

(a) all defects identified in Rentcharge Deeds entered into in purported compliance with the said paragraph 8, and

(b) all identified absences of such Rentcharge Deeds, and

(c) all failures identified in respect of registration of a correct Rentcharge Deed at H.M. Land Registry.

- 5.2 In addition, if CMO advises ABC of any further Dwellings or Blocks sold or Occupied by Hodson in respect of which there are such defects, absences or failures, with evidence thereof, and ABC notifies Hodson thereof in writing within one month of completion of this Deed, Hodson will use all reasonable

endeavours in the same way to resolve and correct the same as soon as reasonably practicable.

- 5.3 On 31 March 2023 Hodson will provide to ABC and CMO a report by its solicitors to ABC in writing, upon which ABC and CMO may rely, detailing Hodson's progress and achievements with regard to the above for each such Dwelling or Block. If CMO advises ABC and/or Hodson of any errors in the report, with evidence thereof, within 21 days, Hodson will use all reasonable endeavours to provide a revised report to ABC and CMO in writing, upon which ABC may rely, within 14 days. The process set out in this sub-clause 5.3 shall be repeated should this be necessary.
- 5.4 In the event that after 31 March 2023 there remain any Dwellings or Blocks sold or Occupied by Hodson with unresolved or uncorrected defects, absences and/or failures in respect of registration of Rentcharge Deeds as set out in the report pursuant to clause 5.3, or in any revised report pursuant to clause 5.3, Hodson will within 21 days agree with CMO and pay to it in respect of each such Dwelling or Block which is affected by such an issue a reasonable sum of financial compensation which shall put CMO in the same financial position as it would have been in if the issue had never occurred.
- 5.5 The sum payable by Hodson to CMO shall be agreed in writing with CMO, taking into account all reasonable costs, losses, damage, loss of interest and management time incurred by CMO heretofore and up to that time in that connection, and all risks of reasonable further costs, losses, damage and management time to which CMO will remain exposed in the future as a result of those remaining issues, and which may be covered by a combination of a lump sum of compensation and/or an indemnity or other appropriate insurance policy (if available on terms to CMO's satisfaction) at CMO's option.

6. BUS SERVICES AND TEMPORARY PARKING SCHEME

- 6.1 As to the provision and maintenance of bus infrastructure and bus services between the Site and Ashford town centre as provided for in Schedule 20 paragraphs 1.1 to 1.5 inclusive and paragraphs 1.17 and 1.18 of the s106 Agreement, ABC will forbear from bringing enforcement proceedings against Hodson on the basis that the Parties will each take the steps set out in Enclosure D annexed in accordance with the timescales therein stated.
- 6.2 In the meantime the Parties will, by each taking the steps set out in Enclosure E annexed, provide to occupiers of the Development alternative measures to enable them to access Ashford town centre. In particular Hodson will (using advertising material approved by ABC) and ABC may (but not necessarily using Hodson's approved advertising material) invite residents of the Development to apply to ABC for free parking tickets to park near Ashford International Station in accordance with the procedure set out in Enclosure E.

- 6.3 The standard cost of the said tickets when bought by residents of the Development, together with a reasonable administration fee charged by ABC, shall be taken by ABC from the residents' parking scheme fund consisting of the opening sum of £50,000 paid to ABC met from the Developer's Contingency Bank Account – Council pursuant to clause 2.1A and any further financial contributions that may reasonably be requested to be paid by Hodson to ABC as set out in paragraph 4 of Enclosure E which shall be paid to ABC by Hodson within 21 days of written demand/s from time to time to Hodson made by ABC.
- 6.4 The residents' parking scheme shall cease and be withdrawn upon the commencement of the said bus service.

7. SETTLEMENT

- 7.1 The terms set out in this Deed are agreed between the Parties by way of interim settlement of the matters of complaint relating to the s106 Agreement raised by ABC's Letters Before Claim.
- 7.2 ABC's several agreements in this Deed to forbear from issuing any enforcement proceedings or taking any further or other action against Hodson including requiring compliance with Sch. 29 to the s106 Agreement:-
- (a) are conditional upon and subject to compliance with the terms of this Deed, save that where any obligation in this Deed includes any timescale or date by which it is to be done, such time or date may be subject to extension for so long as and to the extent that its performance is prevented by a Force Majeure Event or if the Parties so agree in the Parties' absolute discretion in writing between their solicitors referred to in clause 0.8.1 in the circumstances;
 - (b) are without prejudice to all ABC's rights against all and any other parties whomsoever, and whether or not any such party now has and/or acquires in the future any interest of whatever nature in the Site;
 - (c) shall terminate automatically as against any of the entities comprised in Hodson upon the disposal by that entity of the whole or any material part of its freehold interest in the Site (but not, for the avoidance of doubt, against any other entity comprised in Hodson unless that other entity acquires all or part of such freehold interest pursuant to such disposal) and may not be relied upon in any way by any person or entity (including any other entity comprised in Hodson) that acquires any such freehold interest in the Site pursuant to such disposal;
 - (d) may be terminated by ABC by notice under clause 0.8.1 in the event of a breach by Hodson of a provision of this Deed, subject to the saving to paragraph (a) of this clause 7.2, or if a Force Majeure event prevents Hodson from performing an obligation under this Deed for more than 30 days; and

(e) shall expire automatically without notice at 23:59 hours on 28 May 2024 or such later date (if any) as may apply pursuant to the saving (if applicable) to clause 2.2(b)(3) above.

- 7.3 Hodson will abide by and perform the various obligations on its part set out above but for the avoidance of doubt, subject to the performance of the terms above, no part of this Deed shall constitute a modification variation discharge or relaxation or a waiver of any breach of the s106 Agreement, from which this Deed is separate, and any breach of the provisions of this Deed may be enforced between the Parties or any of them without affecting the s106 Agreement.
- 7.4 Despite the execution of this Deed, all the terms of the s106 Agreement shall remain in full force and effect and shall be enforceable as if this Deed had not been negotiated or entered into and the correspondence and discussions prior to this Deed had not occurred, and Hodson shall comply with all its obligations under the s106 Agreement unless otherwise specified within this Deed.
- 7.5 The parties will cooperate with one another and do all things reasonably necessary to secure the implementation and performance of this Deed in accordance with its terms, including providing any necessary further or alternative authority to release funds and payment instruction in relation to the Developer's Contingency Bank Account – Council.
- 7.6 This Deed and any dispute or claim arising out of or in connection with this Deed shall be governed by and construed in accordance with the law of England and Wales.
- 7.7 Each Party to this Deed irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising under or out of or in connection with this Deed.

IN WITNESS whereof this Deed has been executed but not delivered until the date hereof

ENCLOSURE A – CALCULATION OF PRINCIPAL AMOUNTS

**Annex "A" Calculation of "Principal Amounts" in
the total sum of £767,500.00**

Amount (£)

Schedule 28 - 'Monitoring Fee'

Monitoring Fee (Instalment 1) ¹
Indexation ²

Monitoring Fee (Instalment 2) ^{3,3a}
Indexation ²

Monitoring Fee (Instalment 3) ^{3, 3a}
Indexation ²

12,500.00

Monitoring Fee (Instalment 4) ^{3, 3a}
Indexation ²

25,000.00

Monitoring Fee (Instalment 5) ^{3, 3a}
Indexation ²

25,000.00

Quality Agreement, schedule 26 (page 224 - 226)

Quality Monitoring Fee (Instalment 1) ⁴
Indexation ⁵

Quality Monitoring Fee (Instalment 2) ^{6,6a}
Indexation ⁵

20,000.00

Quality Monitoring Fee (Instalment 3) ^{6,6a}
Indexation ⁵

20,000.00

Quality Monitoring Fee (Instalment 4) ^{6,6a}
Indexation ⁵

40,000.00

Quality Monitoring Fee (Instalment 5) ^{6,6a}
Indexation ⁵

40,000.00

Schedule 5 'Early Community Development'

Early Community Development (Instalment 1) ⁷
Indexation ⁸

Early Community Development (Instalment 2) ⁹
Indexation ⁸

| | |
|--|-------------------|
| Early Community Development (Instalment 3) ⁹ Indexation ⁸ | 50,000.00 |
| Early Community Development (Instalment 4) ⁹ Indexation ⁸ | 50,000.00 |
| Early Community Development (Instalment 5) ⁹ Indexation ⁸ | 50,000.00 |
| Schedule 24 'Public Art' (page 221-222) | |
| Public Art (Instalment 1) ¹⁰ Indexation ¹¹ | |
| Public Art (Instalment 2) ¹² Indexation ¹¹ | 100,000.00 |
| Schedule 4 - CMO | |
| CMO Start Up (Instalment 1) ¹³ Indexation ¹⁴ | |
| CMO Start Up (Instalment 2) ¹⁵ Indexation ¹⁴ | |
| Schedule 10 - DP3 and Discovery Park Sports Hub and Discovery Park Sports Pitches | |
| DP3 and Discovery Park (Instalment 1) ¹⁶ Indexation ¹⁷ | |
| Schedule 4 - Payment of the Deficit Grant to the CMO | |
| Deficit Grant payment (Instalment 1) ¹⁸ Indexation ¹⁹ | 335000.00 |
| TOTAL: | 767,500.00 |

ENCLOSURE B – THE CMO FIRST OPERATING PREMISES

Enclosure B – Framework for CMO First Operating Premises

| Planning Permission Conditions | | | |
|--------------------------------|---|---|--|
| | Subject | Action | Timescale - no later than |
| 1 | Car Parking Area | Outstanding actions completed and evidence provided to the LPA / CMO (Mark up disabled parking space & rectify weed growth in gravel area) | Hodson advised (7 November 2022) that action Completed. LPA visited site on 26 January 2023 and agrees action is complete. |
| 2 | Health & Safety Protocol/Access to the Premises | LPA/CMO to view the arrangements for pedestrian and vehicle access to the Premises to confirm whether they are in accordance with the approved H&SP and fit for purpose to provide pedestrian and vehicular access to/from the Premises. | Completed 15 November 2022 - revealed item 3 below to be outstanding |
| 3 | | HDL to install the pedestrian gates and pedestrian barriers in the positions identified in blue and as items '1' and '2' on the Health and Safety Traffic and Pedestrian Traffic Management Plan (refer: Health and Safety Protocol, Dec 2020, Appendix 1). | Hodson advised (8 January 2023) that action Completed. LPA visited site on 26 January 2023 and confirms action not complete. |
| 3A | | HDL to complete above | 17 February 2023 |
| 4 | Chilmington Square Playspace Conditions | HDL to submit an application to remove the conditions attached to permission ref: 19/01079/AS in so far as they relate to PS1 (Chilmington Square Playspace), i.e. conditions 8, 9, 10, 11, 12 & 13 and to vary condition 5 of the same | Completed 25 January 2023 |

| | | | |
|-------------------|-------------------------------------|---|---|
| | | permission to remove reference to PS1. This application will need to include a full justification for why PS1 cannot be delivered in the timescale set out in condition 9 and the new timetable for delivery. | |
| 5 | | HDL to withdraw its extant application ref: 19/01079/CONC/AS. | 10 February 2023. |
| s.106 Obligations | | | |
| | Subject | Action | Timescale – no later than |
| 6 | Premises Lease | HDL to provide the CMO with a draft lease based on the terms set out in the s.106 Agreement. | Completed 16 December 2022 ¹ |
| 7 | | CMO to provide comments on the draft lease to HDL, either confirming agreement to the draft lease, or setting out the reasons why the draft lease cannot be agreed and suggesting amendments. | Completed 20 January 2023 |
| 8 | | HDL to provide the CMO with an amended draft lease (if comments received from the CMO, under item 7, require this) | 14 February 2023 |
| 9 | | The CMO and HDL to reach agreement on all outstanding matters relating to the lease (if any) and to sign the lease. | 6 March 2023 |
| 10 | | HDL and CMO to provide confirmation to the LPA in writing that the lease is agreed and signed | 6 March 2023 |
| 11 | Stamp duty land tax (if applicable) | HDL to pay the LPA the sum of any stamp duty land tax relating to the grant of the lease (if any is due, amount to be confirmed in writing by the CMO before 20 February 2023) | 6 March 2023 |

¹ Note: for the avoidance of doubt, the LPA has not checked and does not by this statement admit or agree that the draft lease provided to the CMO on that date was based on the terms set out in the s106 Agreement.

| | | | |
|----------------------|------------------------|---|--|
| 12 | Legal Fees | HDL to pay to the CMO the Legal Fees already incurred by the CMO, in the sum of £1800, and to pay to the CMO the additional reasonable legal fees incurred and to be incurred by the CMO to consider amend negotiate agree complete pay stamp duty land tax upon (if applicable) and register the final draft lease (amount to be confirmed in writing by the CMO before 20 February 2023). | 6 March 2023 |
| 13 | Premises documentation | HDL to provide the health and safety file; insurance policy documentation; operating and maintenance manuals and schedules; guarantees; warranties and as-built drawings for the Premises to the CMO. | 2 March 2023 |
| 14 | | The CMO to provide confirmation, in writing, to the LPA when these documents have been received. | 6 March 2023 |
| 15 | Premises handover | HDL hand over the Premises to the CMO | 8 March 2023 |
| Other Matters | | | |
| | Subject | Action | Timescale – no later than |
| 16 | Snagging | The CMO's representatives to undertake the snagging visit to the Premises to identify the snagging list. The items selected for snagging shall exclude fair wear and tear since construction. | Completed 15 November 2022 |
| 17 | | The CMO to confirm in writing the snagging items reasonably to be rectified by HDL | Completed 17 November 2022 |
| 18 | | HDL to provide the CMO (copied to the LPA) with confirmation in writing that all snagging items will be rectified. | HDL provided its own separate list of proposed rectifications on |

| | | | |
|-----|----------------------|---|--|
| | | | 7 December 2022, therefore see item 19 below |
| 19 | | HDL and the CMO to agree the final list of snagging items and provide a copy of the agreed list to the LPA. | 10 February 2023 |
| 20 | | HDL to rectify the snagging items agreed under item 19 above and notify the LPA and the CMO that this has been done | 17 February 2023 |
| 21 | | The CMO's representatives to undertake a final visit to the Premises to confirm that, subject to reasonableness, all snagging items have been rectified. | 6 March 2023 |
| 22 | | CMO to provide confirmation to HDL & LPA that all snagging items are complete (or not). | 6 March 2023 |
| 22A | | If there are items outstanding then HDL shall rectify these and a further visit by the CMO's representatives will occur for CMO to provide this confirmation. | 7 March 2023 |
| 23 | Building Regulations | HDL to obtain retrospective Building Regulations approval for the Premises and provide evidence of this approval to the CMO and LPA. | 27 February 2023 |



ENCLOSURE C - PLAY SPACE (PS1)

ENCLOSURE C - PLAY SPACE (PS1)

Enclosure C - Framework for the Chilmington Square Play Space (PS1)

| | Subject | Action | Timescale - no later than |
|----|--|---|---|
| 1 | Design Brief and Specification and Plans | HDL to submit to ABC and CMO for approval a draft Strategy for Consultation with CMO/stakeholders/the public on the draft Design Brief and Specification and Plans for the Chilmington Square Play Space (PS1) in accordance with Sch. 8 para. 1.1.2 | Received by LPA 21 December 2022. To be submitted to CMO by 20 January 2023 [Completed 19 January 2023] |
| 2 | | ABC and CMO to provide comments on the submitted draft Strategy for Consultation either confirming agreement to the Strategy or setting out reasons why the Strategy cannot be agreed. | 6 February 2023 |
| 2A | | If the latter, HDL to submit to ABC and CMO for final approval a revised draft Strategy for Consultation, together with a log/list of the changes made, for clarity. | 10 February 2023 |
| 2B | | HDL to carry out consultation in accordance with the final approved Strategy for Consultation. | Timetable in the final approved Strategy |
| 3 | | HDL to submit to ABC a draft Design Brief and Specification and Plans detailing the proposed design for the Chilmington Square Play Space (PS1) in accordance with the obligations set out in Sch.8, para. 1.1.1 and Sch.8A*, covering both the area occupied temporarily by, and the area not occupied by, the CMO First Operating Premises. * excluding the Community Consultation Findings Report required under Sch. 8 para. 1.1.2 and Sch. 8A paras 2 & 8b, which is to be provided under item 5 below. | Completed 6 January 2023 |
| 4 | | ABC to provide comments on the submitted draft Design Brief and Specification and Plans, either confirming provisional agreement to the submission subject to the Community Consultation Findings Report, or setting out reasons why the submission cannot be provisionally agreed. | 14 February 2023 |

| | | | |
|---|-----------------------|--|---|
| 5 | | <p>HDL to submit to ABC for final approval (i) the Community Consultation Findings Report in accordance with Sch. 8A paras. 2 and 8b, and (ii) an updated Design Brief and Specification and Plans, if comments made by ABC under item 4 require this, and/or if the Community Consultation Findings Report leads to amendments, together with a log/list of the changes made, for clarity.</p> <p>ABC to provide a response to the updated DB&S either agreeing the submission, if satisfactory, or setting out the reasons why the submission cannot be agreed. This step to be repeated until the submission is agreed and finally approved by ABC.</p> | 17 March 2023 |
| 6 | Planning Applications | HDL to submit a reserved matters application for PS1 (Chilmington Square) in accordance with the draft Design Brief and Specification and Plans submitted under item 3. | Completed 6 January 2023 (in accordance with condition 3 of Planning Permission ref. 12/00400/AS dated 06 January 2017) |
| 7 | | HDL to submit an amendment to its reserved matters application for PS1 (Chilmington Square) in accordance with the Design Brief and Specification and Plans finally approved by ABC under item 5, so that the reserved matters application and finally approved Design Brief and Specification and Plans fully align. | 28 days after receipt of ABC's final approval of the Design Brief and Specification and Plans under item 5. |
| 8 | Delivery | HDL to construct, complete and hand over to the CMO the Chilmington Square Play Space (PS1) in accordance with Sch.8, para 1.2 and paras 1.2.1 - 1.2.6 and (if applicable) para. 2. | 30 April 2024 |

ENCLOSURE D – BUS SERVICES

Enclosure D – Framework for Bus service

| | Subject | Action | Timescale – by no later than |
|---|-------------|---|--|
| 1 | Bus Service | HDL to prepare a draft minibus or bus service tender and submit this to ABC for comment. There will be options within the draft tender as regards the capacity, service time spans and frequency of the service. | 17 February 2023 |
| 2 | | ABC to provide comments on the draft tender to HDL. | 10 March 2023 |
| 3 | | HDL to amend the draft tender as per ABC's reasonable comments, and circulate the tender document to bus operators. | 17 March 2023 |
| 4 | | HDL to provide copies of all responses to the tender document to ABC. | 14 April 2023 |
| 5 | | HDL to agree the successful tender and agree a proposed timing with the bus operator for bringing the service into operation, and HDL to submit these to ABC for agreement, including the reasons for the proposed timing; BUT if no valid/compliant tenders were submitted, or if all such tenders were withdrawn/voided/unlawful/etc., then items 1-5 inclusive shall be repeated to the same timescales, commencing with item 1 by no later than 21 April 2023, and followed by items 6-8 inclusive to the same timescales unless the process has to recommence again in the same way for the same reason. | 14 April 2023 |
| 6 | | HDL to enter into a contract with the bus operator for the service, and provide copy of the contract to ABC. | 21 April 2023 or, if later, 14 days after ABC's agreement following item 5 |
| 7 | | HDL to comply with its obligations under the contract, including paying to the bus operator any initial funding requirement to secure the commencement of the service. | 30 April 2023 or any alternative date(s) |

ENCLOSURE D – BUS SERVICES

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|----|---|---|---|
| | | | specified in the contract |
| 8 | | Target date for HDL to bring the Bus Service into operation, subject to operator and operational requirements | 30 April 2023 (Or an alternative date agreed with ABC if required by operator and/or operational requirements) |
| 9 | Temporary Bus Stop | HDL to submit to ABC draft details of the temporary bus stop, including location and design, a timetable for installation and a maintenance scheme. | 17 February 2023 |
| 10 | | ABC to provide a response to the submitted draft details either confirming agreement to the submission, if satisfactory, or setting out the reasons why the submission cannot be agreed. | 10 March 2023 |
| 11 | | HDL to submit to ABC for final approval details of the temporary bus stop, including location and design, a timetable for installation and a maintenance scheme, if comments made by ABC under item 10 require this, together with a log/list of the changes made, for clarity. | 24 March 2023 |
| 12 | | Hodson to submit a planning application to ABC for the temporary bus stop in accordance with the details agreed by ABC. | 21 days of receipt of ABC's agreement to the details. |
| 13 | | HDL to install the temporary bus stop on site in accordance with the details and timetable agreed with ABC. | The timetable to be agreed as above. |
| 14 | Initial bus related infrastructure for Main Phase 1 | HDL to submit to ABC draft details, including location and design, of the initial bus related infrastructure for Main Phase 1, in the locations agreed in planning permission ref: 17/00665/AS, including a draft timetable for installation and a draft maintenance scheme. | 28 February 2023 |

ENCLOSURE D – BUS SERVICES

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|----|---|---|
| 15 | ABC to provide a response to the submitted draft details etc. either confirming agreement to the submission, if satisfactory, or setting out the reasons why the submission cannot be agreed. | 21 March 2023 |
| 16 | HDL to submit to ABC for final approval details, including location and design, of the initial bus related infrastructure for Main Phase 1, including a timetable for installation and a maintenance scheme, if comments made by ABC under item 15 require this, together with a log/list of the changes made, for clarity. | 4 April 2023 |
| 17 | HDL to submit an application for approval of the bus related infrastructure, timetable for installation and maintenance scheme (Discharge of Condition 14 of planning permission ref: 17/00665/AS) in accordance with the details agreed with ABC. | 28 days of receipt of ABC's agreement to the details. |
| 18 | HDL to install the bus related infrastructure in accordance with the timetable agreed with ABC. | The timetable to be agreed as above. |

ENCLOSURE E - TEMPORARY PARKING SCHEME

Enclosure E - Chilmington Green Residents' Free Parking Scheme

1. The free parking scheme is to be administered by ABC as follows.

Funding the scheme

2. Hodson to pay ABC a fund of £50,000, by way of direct payment from the Developers' Contingency Bank Account – Council, to enable ABC to administer¹ and provide the free parking scheme to residents. ABC will maintain an account of the fund's balance which will be provided to Hodson monthly.
3. If, on commencement of the bus service referred to in Enclosure D, there remains a sum of money unspent in the residents' parking scheme fund, the unspent monies to be repaid by ABC into the Developers' Contingency Bank Account – Council. Hodson will be given credit for the total amount paid from the residents' parking scheme fund against its obligations under para 1.17, Schedule 20 of the S106 Agreement.
4. If the bus service referred to in Enclosure D has not commenced and a sum of £5,000 or less remains in the parking scheme fund, Hodson to pay to ABC further financial contribution(s) as reasonably requested by ABC, to enable the parking scheme fund to continue in credit until such time as the bus service is brought into operation. These further financial contributions to the fund to be based on monitoring information obtained during the operation of the parking scheme to date and predicted future demand.

Advertising the scheme

5. Hodson to advertise the scheme via email to all residents of the Chilmington Green development; i.e. Chilmington Gate, Chilmington Lakes, The Hamlet, and Brisley Farm. If Hodson do not have an email for any given resident then via letter drop. The approved advertising material to be sent/dropped to all residents within 7 days of approval of the material by ABC, and ABC to be notified of the date(s) on which the material was sent/dropped.
6. Hodson to provide copies of its proposed advertising material to ABC within 28 days of the date of this Settlement Agreement, for ABC's approval, which is to be secured prior to the material being sent to residents. ABC may (but not necessarily using Hodson's approved material) promote, advertise or market this scheme, and may refer to the scheme on its website and other media and provide information about the scheme to the public, community representatives and stakeholders including councillors, CMO, etc.
7. Residents are to be advised by Hodson that they can obtain a free parking season ticket for the Victoria Road Car Park, Ashford, as a temporary alternative to the planned bus service from Chilmington Green to Ashford town centre. Further, that each parking season ticket obtained is intended only for *bona fide* personal use strictly in accordance with its terms and conditions of use.
8. Hodson to advise residents that the residents' parking scheme will be available until the Phase 1 temporary bus service is running between Chilmington and Ashford town centre but its cost will be capped to a maximum of £450 per household (index linked to the All Items Retail Prices Index as per clause 28.1

¹ The administration charge is 10% of the cost of each season ticket.

and para 1.17, Schedule 20 of the S106 Agreement, currently £588.85 until April 2023).

Procedure for issuing tickets

9. Residents to be advised to visit the Ashford Borough Council website to apply for a season ticket – see <https://www.ashford.gov.uk/parking/car-park-permits-season-tickets-and-vouchers/season-tickets-car-park-vouchers/> . Residents to apply online through ABC's virtual permitting system, add the season ticket to their basket and avoid the payment section. The resident to then email permitcustomercare@ashford.gov.uk and advise that they have made this application and it is in their basket. Residents will only be permitted to apply for a parking season ticket for a maximum period of one month at a time.
10. ABC to check the resident has given details of a Chilmington home address, finalise the season ticket (for a period appropriate in the light of the anticipated commencement date of the bus service referred to in Enclosure D) and issue to the resident.

Ending of tickets, and Refunds

11. If a resident no longer requires their season ticket then they should contact ABC and their season ticket will be cancelled upon notification. If ABC identify fraud or abuse of ABC's terms and conditions of use then ABC will cancel the season ticket in line with ABC's usual procedure. In each case an appropriate refund for the unexpired portion will be applied and will be paid by ABC, minus a reasonable administration charge*, into the residents' parking scheme fund.
12. If a resident is issued with a season ticket but upon its expiry it is found, from ABC's monitoring information, that the season ticket has never been used during the period it was valid, then ABC will refund the cost of the ticket, minus a reasonable administration charge*, into the residents' parking scheme fund.

Review of the scheme

13. If the bus service referred to in Enclosure D has not commenced, the operation of the residents' parking scheme is to be reviewed jointly by ABC and Hodson three months after the last date on which the approved advertising material was sent/dropped as per para. 5. For the purpose of this review, ABC will share with Hodson information from its monitoring (anonymised and in compliance with the data protection principles and laws). The review will take into account information about the take-up of the residents' parking scheme, the actual usage of the car park by residents, the anticipated commencement date of the bus service, and any other relevant and reasonably available information. If ABC and Hodson decide to terminate or modify the operation of the residents' parking scheme following the review, Hodson will advertise any relevant changes in accordance with the procedure set out in paras. 5 and 6.

* This administration charge is £11.00 as at the date of this Settlement Agreement.

ENCLOSURE F – DRAFT REVISED DEPOSIT DEED

Dated _____ 2023

ASHFORD BOROUGH COUNCIL (1)

and

HODSON DEVELOPMENTS (ASHFORD) LIMITED (2)

DRAFT/

REVISED DEPOSIT DEED

relating to

Developers' Capital Bank Account - Council

and

Developers' Contingency Bank Account - Council

in respect of the
Planning Agreement dated
27 February 2017

regarding
land and buildings at Chilmington Green Ashford Kent

T.W. Mortimer, Esq.

Solicitor to the Council and Monitoring Officer

Ashford Borough Council

Civic Centre

Tannery Lane

Ashford, Kent. TN23 1PL

(Ref. DS54-0669-20-JDIB)

BETWEEN

- (1) **ASHFORD BOROUGH COUNCIL ("the Council")**, whose principal office is at the Civic Centre, Tannery Lane, Ashford, Kent, TN23 1PL; and
- (2) **HODSON DEVELOPMENTS (ASHFORD) LIMITED** incorporated and registered in England and Wales with company number 07468189 whose registered office is 55 Office Suit 9, 55 Park Lane, London, W1K 1NA ("**Hodson**").

RECITALS:

- (A) Hodson and others completed the Planning Agreement with the Council with regard to the creation of a new community of some 5750 dwellings at Chilmington Green Ashford ("**the development**")
- (B) The Planning Agreement provides for the payment of contributions to the Council and the carrying out of works in connection with the development
- (C) As security for the payment of the contributions and the carrying out of the works, the two accounts referred to in this Deed were created and continue to exist pursuant to a Deposit Deed between the Council (1) and Hodson (2) dated 27 February 2017 ("**the 2017 Deposit Deed**"). With effect on and from the date of this Deed, those accounts will continue to exist and be operated under the terms of this Deed.
- (D) This Deed governs the circumstances in which the parties may draw on the accounts and the application of the monies held in them

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Deed the following expressions shall have the following meanings:
- 1.1.1 **Approving Officers** means two officers of the Council authorised to sign as per the Bank Instruction provided to the bank
- 1.1.2 **Bank Instruction** means the completed instruction to the bank operating the relevant account in the form or similar form to that attached in schedule 3 to the 2017 Deposit Deed
- 1.1.3 **Commencement of Development** has the same meaning as in the Planning Agreement

- 1.1.4 **Developers' Capital Bank Account - Council** has the same meaning as in the Planning Agreement
- 1.1.5 **Developers' Contingency Bank Account - Council** has the same meaning as in the Planning Agreement
- 1.1.6 **Dwellings** has the same meaning as in the Planning Agreement
- 1.1.7 **Planning Agreement** means the deed of agreement made under section 106 of the Town and Country Planning Act 1990 between the Council and Hodson and others and dated 27 February 2017 in respect of land at Chilmington Green as amended from time to time either by deed under section 106A(1)(a) of that Act and/or following the application procedure referred to in section 106A(1)(b) of that Act
- 1.1.8 **Withdrawal Instruction** means the withdrawal instruction in the Bank Instruction

2. Developers' Contingency Bank Account – Council

- 2.1 Hodson covenants with the Council as follows:
 - 2.1.1 To keep open the Developers' Contingency Bank Account – Council under the terms of this Deed
 - 2.1.2 That the Bank Instruction provided to the bank upon opening of the account under the 2017 Deposit Deed shall remain in force under the terms of this Deed unless varied in accordance with its terms
 - 2.1.3 Not to operate the Developers' Contingency Bank Account - Council other than at a bank approved in writing by the Council
 - 2.1.4 Upon receipt, to copy to the Council all account statements received from the bank and to inform the Council of the balance of the account upon request
 - 2.1.5 Not to withdraw any money from the Developers' Contingency Bank Account - Council other than by way of a Withdrawal Instruction signed by the Approving Officers. Other than for interest, no Withdrawal Instruction for payment to Hodson shall be presented for signing unless at least 5475 Dwellings have been occupied
 - 2.1.6 In the event or after a point specified in column three of the table in schedule 1 is reached and upon written request by the Council, to forthwith sign a Withdrawal Instruction for the relevant amount (to be supplied by the Council where unspecified) to be paid to the Council or (if so requested by the Council) any lesser sum than the relevant amount (to be supplied by the Council where unspecified) to be paid to the Council

Requests for withdrawal in respect of the quality agreement fee are subject to paragraph 2 and 3 of schedule 26 of the Planning Agreement

and in respect of the monitoring fee are subject to paragraphs 2.2 and 3 of schedule 28 of the Planning Agreement

Requests for withdrawal in respect of non-payment of carbon off-setting contributions due under paragraph 1.2 of schedule 2 of the Planning Agreement are subject to paragraph 1.2(a) of schedule 2 of the Planning Agreement

Requests for withdrawal in respect of index linking and interest are subject to the Council having calculated the index linking and interest in accordance with the Planning Agreement.

2.2 The Council covenants with Hodson as follows:

- 2.2.1 to only use any money paid to it from the Developers' Contingency Bank Account - Council under this Deed for the relevant purpose set out in the Planning Agreement and/or as specified in column five of the table in schedule 1
- 2.2.2 to provide to Hodson a written annual summary of the expenditure of the monies paid to it from the Developers' Contingency Bank Account - Council under this Deed
- 2.2.3 to repay any unexpended or otherwise uncommitted money to Hodson if it is not spent or otherwise committed within 10 years of receipt
- 2.2.4 to forthwith sign all Withdrawal Instructions for interest and for that interest to be paid to Hodson
- 2.2.5 upon the occupation of the number of Dwellings specified below, to forthwith upon written request by Hodson sign a Withdrawal Instruction for the corresponding amount:

| Dwelling number | Withdrawal amount |
|---|-------------------|
| 5475 | £230,951 |
| 5550 | £1,696,700 |
| 5625 | £281,349 |
| 5700 | £722,881 |
| 5750 or in the event the development is completed with fewer than 5750 Dwellings, upon occupation of the final Dwelling | £35,021 |

2.3 The parties hereby agree and declare that in the event the Council is paid money pursuant to schedule 1 amounting to the entirety of the relevant amount (including indexation and all interest due) (and not being any lesser sum than such entirety requested by the Council), the corresponding positive planning obligation in the Planning Agreement shall be deemed to be satisfied

3. **Developers' Capital Bank Account - Council**

3.1 Hodson covenants with the Council as follows:

- 3.1.1 To keep open the Developers' Capital Bank Account - Council under the terms of this Deed
- 3.1.2 That the Bank Instruction provided to the bank upon opening of the account under the 2017 Deposit Deed shall remain in force under the terms of this Deed unless varied in accordance with its terms
- 3.1.3 Not to operate the Developers' Capital Bank Account - Council other than at a bank approved in writing by the Approving Officers
- 3.1.4 Upon receipt, to copy to the Council all account statements received from the bank and to inform the Council of the balance of the account upon request
- 3.1.5 Other than interest, each sum of money deposited in the Developers' Capital Bank Account - Council shall only be used for its corresponding purpose specified in column 4 of the table in schedule 29D of the Planning Agreement
- 3.1.6 Not to withdraw any money from the Developers' Capital Bank Account - Council other than by way of a Withdrawal Instruction signed by the Approving Officers
- 3.1.7 When presenting the Council with a Withdrawal Instruction for signature, to provide (i) written confirmation that the withdrawal is for the purpose of meeting a liability due under a contract corresponding to the purpose for which the money was deposited and (ii) the corresponding invoice(s)
- 3.1.8 Before the first withdrawal may be made in respect of the Community Hub, the Council must be supplied with receipted invoices confirming that Hodson has already spent at least £1,278,031.50 plus index linking on the cost of construction. The first withdrawal in respect of the Community Hub may be for all of those invoices.
- 3.1.9 In the event or after a point specified in column three of the table in schedule 2 is reached and upon written request by the Council, to forthwith sign a Withdrawal Instruction for the relevant

amount (to be supplied by the Council) to be paid to the Council or (if so requested by the Council) any lesser sum than the relevant amount (to be supplied by the Council) to be paid to the Council.

- 3.2 The Council covenants with Hodson as follows:
- 3.2.1 to only use any money paid to it from the Developers' Capital Bank Account - Council under this Deed for the relevant purpose set out in the Planning Agreement and/or as specified in column five of the table in schedule 2
- 3.2.2 to provide to Hodson a written annual summary of the expenditure of the monies paid to it from the Developers' Capital Bank Account - Council under this Deed
- 3.2.3 to repay any unexpended or otherwise uncommitted money to Hodson if it is not spent or otherwise committed within 10 years of receipt
- 3.2.4 to forthwith sign all Withdrawal Instructions for interest and for that interest to be paid to Hodson
- 3.2.5 if an event referred to below occurs, to forthwith upon written request by Hodson sign a Withdrawal Instruction for the balance of any money remaining in the account in respect of the corresponding purpose to be paid to Hodson

| Event | Purpose |
|--|---|
| Upon paragraph 5.1.3(a) of schedule 4 being satisfied | Schedule 04, paragraph 5.1.5 - CMO Second Operating Premises |
| Upon paragraph 9.1.3(a) of schedule 4 being satisfied | Schedule 04, paragraph 9.1.5 - CMO Commercial Estate: Basic Provision |
| Upon paragraph 11.1.3(a) of schedule 4 being satisfied | Schedule 04, paragraph 11.1.5 - CMO Commercial Estate: Second Tranche |
| Upon paragraph 12.1.3(a) of schedule 4 being satisfied | Schedule 04, paragraph 12.1.5 - CMO Commercial Estate: Third Tranche |
| Upon paragraphs 1.1.5 and 1.1.6 of schedule 6 being satisfied in relation to main phases 1, 2, 3 and 4 | Schedule 06 - Informal/Natural Green Space |
| Upon paragraphs 1.3.1 and 1.3.2 of schedule 7 being satisfied | Schedule 07 - Chilmington Hamlet |

| Event | Purpose |
|---|--|
| Upon paragraphs 1.2.1 and 1.2.2 of schedule 8 being satisfied in relation to play spaces PS1, PS2, PS4, PS5 and PS7 | Schedule 08 - Children's and Young People's Play Space |
| Upon paragraphs 1.1.1 and 1.1.2 of schedule 9 being satisfied in relation to main phases 1, 2, 3 and 4 | Schedule 09 - Allotments |
| Upon paragraphs 2.2.1, 2.2.2, 2.3.1 and 2.3.2 of schedule 10 being satisfied | Schedule 10, paragraphs 2.8.1 and 2.8.2 - Discovery Park Sports Facilities |
| Upon paragraphs 2.6.1, 2.6.2, 2.6.3, 2.6.4, 2.6.5 and 2.6.6 of schedule 10 being satisfied in relation to PS6 and all of DP3 | Schedule 10, paragraphs 2.8.3, 2.8.4, 2.8.5 and 2.8.6 - Discovery Park DP3 and PS6 |
| Upon paragraphs 1.2.1 and 1.2.2 of schedule 12 being satisfied | Schedule 12 - Community Hub Building |
| Upon paragraphs 1.2.1, 1.2.2, 4.2.1 and 4.2.2 of schedule 13 being satisfied | Schedule 13 - Orchard Village and Chilmington Brook Facilities |
| Provided the bus service specified in paragraph 1.14 of schedule 20 is operating, one year after the occupation of the final Dwelling | Schedule 20 - Bus Services |

3.3 The parties hereby agree and declare that in the event the Council is paid money pursuant to schedule 2 amounting to the entirety of the relevant amount (including indexation and all interest due) (and not being any lesser sum than such entirety requested by the Council), the corresponding positive planning obligation in the Planning Agreement shall be deemed to be satisfied

4. Non-Assignment

4.1 Hodson will not assign or otherwise dispose of:

4.1.1 its interest in or the benefit of its rights under this Deed,

4.1.2 the accounts or

4.1.3 the monies held within the accounts

4.2 Hodson will not create any charge or encumbrance or security interest over the whole or any part of the monies in the accounts

4.3 Hodson will be responsible for the payment of any bank charges or other

deductions from the accounts

4.4 The Council will not assign or otherwise dispose of its interest in or the benefit of its rights under this Deed, the accounts or the monies held within them and will not create any charge or encumbrance or security interest over the whole or any part of the monies held in the accounts

5. Expert Determination

5.1 In the event a party refuses to sign a Withdrawal Instruction on the basis it considers:

5.1.1 it is not required to do so under the terms of this Deed, or

5.1.2 the corresponding indexation increase that has been calculated is incorrect, or

5.1.3 in the case of rows 3 to 11 and 16 to 48 of schedule 1 the amount the Council has asked to be paid to it is unreasonable

the dispute as to whether or not the instruction must be signed shall be determined by an independent expert

5.2 The expert shall have at least 10 years' post-qualification experience in the subject matter of the dispute and shall be agreed upon between the parties or, in the absence of agreement then at the request and option of any of the parties shall be an expert nominated by or on behalf of the president for the time being of the Royal Institution of Chartered Surveyors

5.3 The expert shall act as an expert and not as an arbitrator and his costs (including those of his nomination) shall be payable by Hodson

5.4 Unless otherwise agreed, the expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 60 working days from the date of his appointment to act

5.5 The expert shall be required to give notice to each of the parties to the dispute inviting them to submit to him and each other within 20 working days of his appointment written submissions and supporting material and shall afford an opportunity for all parties to make counter-submissions within a further 20 working days in respect of any such submission and material and his written decision with reasons shall be given to all parties to the dispute within 20 working days thereafter

5.6 Save in respect of manifest error, the decision of the expert shall be final and binding on the parties and the parties covenant with each other to give effect to the decision

6. Third Party Rights

6.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

7. Replacement of the 2017 Deposit Deed

7.1 With effect on and from the date of this Deed, the 2017 Deposit Deed shall be and is hereby forthwith terminated, without prejudice to any liability by one party to the other for any breach thereof which may have occurred, and henceforth the two accounts referred to in this Deed shall continue to be operated under the terms of this Deed.

8. Single Instrument

8.1 If this Deed is executed in separate parts by the parties, the parts so executed constitute a single original.

IN WITNESS whereof this Deed has been executed but not delivered until the date hereof

**Executed as a deed by
HODSON DEVELOPMENTS (ASHFORD) LIMITED
acting by a director and its
secretary or by two directors**

Director

Director/Secretary

**The common seal of
ASHFORD BOROUGH COUNCIL
was affixed to this deed
in the presence of**

Mayor

Solicitor

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|---|---|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 1 n/a | If a payment is made to the Council from the Developers' Capital Bank Account - Council | Amount representing the index linking increase in respect of the amount paid to the Council | The same as for the payment from the Developers' Capital Bank Account - Council | Clause 28 in respect of that amount | n/a | |
| 2 n/a | Following any non-payment or under-payment of any other sum due to the Council | Amount outstanding plus any corresponding index linking and any interest | Corresponding purpose | Any corresponding positive planning obligation to pay | n/a | |
| 3 Schedule 04 - CMO First Operating Premises | The carrying out of works of construction vertically above foundation level in the event a design brief and specification and particulars for the CMO First Operating Premises have not been approved by the Council under paragraph 4.1.1 of schedule 4 | Cost of the design brief and specification and the particulars required under paragraph 4.1.1 of schedule 4 | Producing the design brief and specification and the particulars required under paragraph 4.1.1 of schedule 4 | n/a | Phase 1 | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|---|---|---|--|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 4 | Schedule 04 - CMO First Operating Premises | The Occupation of the first Dwelling if in breach of paragraph 4.1.3 e) of schedule 4 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 1 |
| 5 | Schedule 04 - CMO First Operating Premises | When carrying out any repairs in the case of default under paragraph 4.1.4 of schedule 4 | Cost of repairs | Remedying the non-compliance | n/a | Phase 1 |
| 6 | Schedule 04 - CMO Second Operating Premises | The Occupation of more than 750 Dwellings in the event a design brief and specification and particulars for the CMO Second Operating Premises have not been approved by the Council under paragraph 5.1.1 of schedule 4 | Cost of the design brief and specification and the particulars required under paragraph 5.1.1 of schedule 4 | Producing the design brief and specification and the particulars required under paragraph 5.1.1 of schedule 4 | n/a | Phase 1 |
| 7 | Schedule 04 - CMO Second Operating Premises | The Occupation of more than 1,000 Dwellings in the event the Council provides any part of the CMO Second Operating Premises | Any costs other than Fitting Out in relation to the provision of the CMO Second Operating Premises | Providing the CMO Second Operating Premises | Paragraph 5.1.5 of schedule 4 except for Fit Out | Phase 1 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|--|---|------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 8 | Schedule 04 - CMO Second Operating Premises | The Occupation of more than 1,000 Dwellings if in breach of paragraph 5.1.3 (e) of schedule 4 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 1 |
| 9 | Schedule 04 - CMO Second Operating Premises | When carrying out any repairs in the case of default under paragraph 5.1.4 of schedule 4 | Cost of repairs | Remedying the non-compliance | n/a | Phase 1 |
| 10 | Schedule 04 - CMO Commercial Estate: Basic Provision | The Occupation of more than 750 Dwellings in the event a Commercial Estate: Basic Provision Design Brief and Specification for the Commercial Estate: Basic Provision including the particulars specified in paragraph 9.1.2 of schedule 4 has not been approved by the Council under paragraph 9.1.1 of schedule 4 | Cost of the Commercial Estate: Basic Provision Design Brief and Specification for the Commercial Estate: Basic Provision required under paragraph 9.1.1 of schedule 4 and including the particulars specified in paragraph 9.1.2 of schedule 4 | Producing the Commercial Estate: Basic Provision Design Brief and Specification for the Commercial Estate: Basic Provision and the particulars required under paragraph 9.1.2 of schedule 4 | n/a | Phase 1 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--|--|--|--|-------------------------------------|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 11 | Schedule 04 - CMO Commercial Estate: Basic Provision | The Occupation of more than 1,500 Dwellings in the event the Council provides any part of the Commercial Estate: Basic Provision | Cost of any access roads and services in relation to the provision of the Commercial Estate: Basic Provision | Providing the Commercial Estate: Basic Provision | Paragraph 9.1.5 of schedule 4 | Phase 2 |
| 12 | Schedule 04 - CMO Commercial Estate: Basic Provision | The Occupation of more than 1,500 Dwellings if in breach of paragraph 9.1.3 (e) of schedule 4 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 2 |
| 13 | Schedule 04 - CMO Commercial Estate: Basic Provision | When carrying out any repairs in the case of default under paragraph 9.1.4 of schedule 4 | Cost of repairs | Remedying the non-compliance | n/a | Phase 2 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|---|---|---|--------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 14 | Schedule 04 - CMO Commercial Estate: Second Tranche | In the case of option "A", the Occupation of more than 2,400 Dwellings in the event a Commercial Estate: Second Tranche/Third Tranche (As Appropriate) Design Brief and Specification for the Commercial Estate: Second Tranche including the particulars specified in paragraph 11.1.2 of schedule 4 has not been approved by the Council under paragraph 11.1.1 of schedule 4 | Cost of the Commercial Estate: Second Tranche/Third Tranche (As Appropriate) Design Brief and Specification for the Commercial Estate: Second Tranche required under paragraph 11.1.1 of schedule 4 and including the particulars specified in paragraph 11.1.2 of schedule 4 | Producing the Commercial Estate: Second Tranche/Third Tranche (As Appropriate) Design Brief and Specification for the Commercial Estate: Second Tranche and the particulars required under paragraph 11.1.2 of schedule 4 | n/a | Phase 2 |
| 15 | Schedule 04 - CMO Commercial Estate: Second Tranche | In the case of option "A", the Occupation of more than 3,150 Dwellings in the event the Council provides any part of the Commercial Estate: Second Tranche | Cost of any access roads and services in relation to the provision of the Commercial Estate: Second Tranche | Providing the Commercial Estate: Second Tranche | Paragraph 11.1.5 of schedule 4 | Phase 3 |

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|---|--|------------------------------|------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 16 | Schedule 04 - CMO Commercial Estate: Second Tranche | In the case of option "A", the Occupation of more than 3,150 Dwellings if in breach of paragraph 11.1.3 (e) of schedule 4 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 3 |
| 17 | Schedule 04 - CMO Commercial Estate: Second Tranche | When carrying out any repairs in the case of default under paragraph 11.1.4 of schedule 4 | Cost of repairs | Remedying the non-compliance | n/a | Phase 3 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | |
|---|--|--|--|--------------------------------|---|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 18 Schedule 04 - CMO Commercial Estate: Third Tranche | In the case of option "A", the Occupation of more than 3,450 Dwellings in the event a Commercial Estate: Second Tranche/Third Tranche (As Appropriate) Design Brief and Specification for the Commercial Estate: Third Tranche including the particulars specified in paragraph 12.1.2 of schedule 4 has not been approved by the Council under paragraph 12.1.1 of schedule 4 | Cost of the Commercial Estate: Second Tranche/Third Tranche (As Appropriate) Design Brief and Specification for the Commercial Estate: Third Tranche required under paragraph 12.1.1 of schedule 4 and including the particulars specified in paragraph 12.1.2 of schedule 4 | Producing the Commercial Estate: Second Tranche/Third Tranche (As Appropriate) Design Brief and Specification for the Commercial Estate: Third Tranche and the particulars required under paragraph 12.1.2 of schedule 4 | n/a | Phase 3 |
| 19 Schedule 04 - CMO Commercial Estate: Third Tranche | In the case of option "A", the Occupation of more than 4,200 Dwellings in the event the Council provides any part of the Commercial Estate: Third Tranche | Cost of any access roads and services in relation to the provision of the Commercial Estate: Third Tranche | Providing the Commercial Estate: Third Tranche | Paragraph 12.1.5 of schedule 4 | Phase 4 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--|---|---|-----------------------------------|---|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 20 | Schedule 04 - CMO Commercial Estate: Third Tranche | In the case of option "A", the Occupation of more than 4,200 Dwellings if in breach of paragraph 12.1.3 (e) of schedule 4 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 4 |
| 21 | Schedule 04 - CMO Commercial Estate: Third Tranche | When carrying out any repairs in the case of default under paragraph 12.1.4 of schedule 4 | Cost of repairs | Remedying the non-compliance | n/a | Phase 4 |
| 22 | Schedule 05 - Early Community Development | 1 year and 6 months after Commencement | £50,000 | Schedule 5, paragraph 2 | Corresponding part of paragraph 1.2 of schedule 5 | n/a |
| 23 | Schedule 05 - Early Community Development | 2 years and 6 months after Commencement | £50,000 | Schedule 5, paragraph 2 | Corresponding part of paragraph 1.2 of schedule 5 | n/a |
| 24 | Schedule 05 - Early Community Development | 3 years and 6 months after Commencement | £50,000 | Schedule 5, paragraph 2 | Corresponding part of paragraph 1.2 of schedule 5 | n/a |
| 25 | Schedule 05 - Early Community Development | 4 years and 6 months after Commencement | £50,000 | Schedule 5, paragraph 2 | Corresponding part of paragraph 1.2 of schedule 5 | n/a |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|---|------------------------------|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 26 Schedule 06 - Informal/Natural Green Space | The Occupation of more than the number of Dwellings specified in paragraphs 1.1.1 to 1.1.4 of schedule 6 if in breach of paragraph 1.1.6 and/or 1.1.7 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | n/a | |
| 27 Schedule 06 - Informal/Natural Green Space | When carrying out any repairs in the case of default under paragraph 1.2 of schedule 6 | Cost of repairs | Remedying the non-compliance | n/a | n/a | |
| 28 Schedule 07 - Chilmington Hamlet | The Occupation of more than 1,000 Dwellings in the event a design brief and specification and particulars for the facilities at Chilmington Hamlet have not been approved by the Council under paragraph 1.1 of schedule 7 | Cost of the design brief and specification and the particulars required under paragraph 1.1 of schedule 7 | Producing the design brief and specification and the particulars required under paragraph 1.1 of schedule 7 | n/a | Phase 1 | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|--|---|------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 29 | Schedule 07 - Chilmington Hamlet | The Occupation of more than 1,400 Dwellings in the event the Council provides any part of the facilities at Chilmington Hamlet | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the facilities at Chilmington Hamlet | Providing the facilities at Chilmington Hamlet | Paragraph 1.5 of schedule 7 | Phase 1 |
| 30 | Schedule 07 - Chilmington Hamlet | The Occupation of more than 1,400 Dwellings if in breach of paragraph 1.3.2 and/or 1.3.3 of schedule 7 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 2 |
| 31 | Schedule 07 - Chilmington Hamlet | When carrying out any repairs in the case of default under paragraph 1.4 of schedule 7 | Cost of repairs | Remedying the non-compliance | n/a | Phase 1 |
| 32 | Schedule 08 - Children's and Young People's Play Space PS1 | The Occupation of more than 50 Dwellings in Main Phase 1 in the event a design brief and specification and particulars for play space "PS1" in Main Phase 1 have not been approved by the Council under paragraph 1.1.1 of schedule 8 | Cost of the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | Producing the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | n/a | Phase 1 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|---|---|------------------------------|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 33 Schedule 08 - Children's and Young People's Play Space PS1 | The Occupation of more than 500 Dwellings in Main Phase 1 if in breach of paragraph 1.2.2 and/or 1.2.3 of schedule 7 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 1 | |
| 34 Schedule 08 - Children's and Young People's Play Space PS2 | The Occupation of more than 50 Dwellings in Main Phase 2 in the event a design brief and specification and particulars for play space "PS2" in Main Phase 2 have not been approved by the Council under paragraph 1.1.1 of schedule 8 | Cost of the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | Producing the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | n/a | Phase 2 | |
| 35 Schedule 08 - Children's and Young People's Play Space PS2 | The Occupation of more than 500 Dwellings in Main Phase 2 if in breach of paragraph 1.2.2 and/or 1.2.3 of schedule 7 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 2 | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--|--|---|---|-------------------------------------|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 36 | Schedule 08 - Children's and Young People's Play Space PS4 | The Occupation of more than 750 Dwellings in Main Phase 3 in the event a design brief and specification and particulars for play space "PS4" in Main Phase 3 have not been approved by the Council under paragraph 1.1.1 of schedule 8 | Cost of the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | Producing the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | n/a | Phase 3 |
| 37 | Schedule 08 - Children's and Young People's Play Space PS4 | The Occupation of more than 1,100 Dwellings in Main Phase 3 if in breach of paragraph 1.2.2 and/or 1.2.3 of schedule 7 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 3 |
| 38 | Schedule 08 - Children's and Young People's Play Space PS5 | The Occupation of more than 650 Dwellings in Main Phase 4 in the event a design brief and specification and particulars for play space "PS5" in Main Phase 4 have not been approved by the Council under paragraph 1.1.1 of schedule 8 | Cost of the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | Producing the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | n/a | Phase 4 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--|--|---|---|-------------------------------------|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding Indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 39 | Schedule 08 - Children's and Young People's Play Space PS5 | The Occupation of more than 1,100 Dwellings in Main Phase 4 if in breach of paragraph 1.2.2 and/or 1.2.3 of schedule 7 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 4 |
| 40 | Schedule 08 - Children's and Young People's Play Space PS7 | The Occupation of more than 1,150 Dwellings in Main Phase 4 in the event a design brief and specification and particulars for play space "PS7" in Main Phase 4 have not been approved by the Council under paragraph 1.1.1 of schedule 8 | Cost of the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | Producing the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 8 | n/a | Phase 4 |
| 41 | Schedule 08 - Children's and Young People's Play Space PS7 | The Occupation of more than 1,500 Dwellings in Main Phase 4 if in breach of paragraph 1.2.2 and/or 1.2.3 of schedule 7 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 4 |
| 42 | Schedule 08 - Children's and Young People's Play Space | When carrying out any repairs in the case of default under paragraph 1.3 of schedule 8 | Cost of repairs | Remedying the non-compliance | n/a | n/a |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--------------------------------------|--|--|--------------------------------------|---|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 43 | Schedule 09 - Allotments for phase 1 | The Occupation of more than 1,000 Dwellings in Main Phase 1 in the event the Council provides any part of the Main Phase 1 Allotment | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the Main Phase 1 Allotment | Providing the Main Phase 1 Allotment | Paragraph 1.3 of schedule 9 in relation to Main Phase 1 | Phase 1 |
| 44 | Schedule 09 - Allotments for phase 1 | The Occupation of more than 1,000 Dwellings in Main Phase 1 if in breach of paragraph 1.1.2 and/or 1.1.3 of schedule 9 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 1 |
| 45 | Schedule 09 - Allotments for phase 2 | The Occupation of more than 1,000 Dwellings in Main Phase 2 in the event the Council provides any part of the Main Phase 2 Allotment | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the Main Phase 2 Allotment | Providing the Main Phase 2 Allotment | Paragraph 1.3 of schedule 9 in relation to Main Phase 2 | Phase 2 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|--|--------------------------------------|---|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 46 Schedule 09 - Allotments for phase 2 | The Occupation of more than 1,000 Dwellings in Main Phase 2 if in breach of paragraph 1.1.2 and/or 1.1.3 of schedule 9 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 2 | |
| 47 Schedule 09 - Allotments for phase 3 | The Occupation of more than 1,400 Dwellings in Main Phase 3 in the event the Council provides any part of the Main Phase 3 Allotment | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the Main Phase 3 Allotment | Providing the Main Phase 3 Allotment | Paragraph 1.3 of schedule 9 in relation to Main Phase 3 | Phase 3 | |
| 48 Schedule 09 - Allotments for phase 3 | The Occupation of more than 1,400 Dwellings in Main Phase 3 if in breach of paragraph 1.1.2 and/or 1.1.3 of schedule 9 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 3 | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--|--|--------------------------------------|---|--|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 49 Schedule 09 - Allotments for phase 4 | The Occupation of more than 1,400 Dwellings in Main Phase 4 in the event the Council provides any part of the Main Phase 4 Allotment | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the Main Phase 4 Allotment | Providing the Main Phase 4 Allotment | Paragraph 1.3 of schedule 9 in relation to Main Phase 4 | Phase 4 | |
| 50 Schedule 09 - Allotments for phase 4 | The Occupation of more than 1,400 Dwellings in Main Phase 4 if in breach of paragraph 1.1.2 and/or 1.1.3 of schedule 9 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 4 | |
| 51 Schedule 09 - Allotments | When carrying out any repairs in the case of default under paragraph 1.2 of schedule 9 | Cost of repairs | Remedying the non-compliance | n/a | n/a | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|--|--|--|------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 52 | Schedule 10 - Discovery Park Sports Hub | The Occupation of more than 1,000 Dwellings in the event a design brief and specification and particulars for the Discovery Park Sports Hub have not been approved by the Council under paragraph 2.1 of schedule 10 | Cost of the design brief and specification and the particulars for the Discovery Park Sports Hub required under paragraph 2.1 of schedule 10 | Producing the design brief and specification and the particulars for the Discovery Park Sports Hub required under paragraph 2.1 of schedule 10 | n/a | Phase 1 |
| 53 | Schedule 10 - Discovery Park Sports Pitches | The Occupation of more than 1,000 Dwellings in the event a design brief and specification and particulars for the Discovery Park Sports Pitches have not been approved by the Council under paragraph 2.1 of schedule 10 | Cost of the design brief and specification and the particulars for the Discovery Park Sports Pitches required under paragraph 2.1 of schedule 10 | Producing the design brief and specification and the particulars for the Discovery Park Sports Pitches required under paragraph 2.1 of schedule 10 | n/a | Phase 1 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|---|---|--------------------------------|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 54 Schedule 10 - Discovery Park Sports Facilities (1 st phase) | The Occupation of more than 3,200 Dwellings in the event the Council provides any part of the first phase of the Sports Facilities | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the first phase of the Sports Facilities | Providing the first phase of the Sports Facilities | Paragraph 2.8.1 of schedule 10 | Phase 3 | |
| 55 Schedule 10 - Discovery Park Sports Facilities (1 st phase) | The Occupation of more than 3,200 Dwellings if in breach of paragraph 2.2.2 and/or 2.2.3 of schedule 10 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 3 | |
| 56 Schedule 10 - Discovery Park Sports Facilities (2 nd phase) | The Occupation of more than 5,000 Dwellings in the event the Council provides any part of the second phase of the Sports Facilities | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the second phase of the Sports Facilities | Providing the second phase of the Sports Facilities | Paragraph 2.8.2 of schedule 10 | Phase 4 | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
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| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 57 | Schedule 10 - Discovery Park Sports Facilities (2 nd phase) | The Occupation of more than 5,000 Dwellings if in breach of paragraph 2.3.2 and/or 2.3.3 of schedule 10 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 4 |
| 58 | Schedule 10 - Discovery Park Sports Facilities | When carrying out any repairs in the case of default under paragraph 2.4 of schedule 10 | Cost of repairs | Remedying the non-compliance | n/a | n/a |
| 59 | Schedule 10 - Discovery Park DP3 (1 ha) | The Occupation of more than 1,500 Dwellings in the event the Council provides any part of the 1 ha of DP3 | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the 1 ha of DP3 | Providing the 1 ha of DP3 | Paragraph 2.8.3 of schedule 10 | Phase 2 |
| 60 | Schedule 10 - Discovery Park DP3 (1 ha) | The Occupation of more than 1,500 Dwellings if in breach of paragraph 2.6.6 and/or 2.6.7 of schedule 10 in respect of the 1 ha of DP3 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 2 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|--|---|---|--------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 61 | Schedule 10 - Discovery Park DP3 (0.86 ha) | The Occupation of more than 2,500 Dwellings in the event the Council provides any part of the 0.86 ha of DP3 | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the 0.86 ha of DP3 | Providing the 0.86 ha of DP3 | Paragraph 2.8.4 of schedule 10 | Phase 2 |
| 62 | Schedule 10 - Discovery Park DP3 (0.86 ha) | The Occupation of more than 2,500 Dwellings if in breach of paragraph 2.6.6 and/or 2.6.7 of schedule 10 in respect of the 0.86 ha of DP3 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 2 |
| 63 | Schedule 10 - Discovery Park PS6 and DP3 (1.08 ha) | The Occupation of more than 4,000 Dwellings in the event the Council provides any part of PS6 and/or the 1.08 ha of DP3 | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of PS6 and/or the 1.08 ha of DP3 | Providing PS6 and/or the 1.08 ha of DP3 | Paragraph 2.8.5 of schedule 10 | Phase 3 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
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| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 64 | Schedule 10 - Discovery Park PS6 and DP3 (1.08 ha) | The Occupation of more than 4,000 Dwellings if in breach of paragraph 2.6.6 and/or 2.6.7 of schedule 10 in respect of PS6 and/or the 1.08 ha of DP3 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 3 |
| 65 | Schedule 10 - Discovery Park DP3 (4.42 ha) | The Occupation of more than 5,500 Dwellings in the event the Council provides any part of the 4.42 ha of DP3 | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the 4.42 ha of DP3 | Providing the 4.42 ha of DP3 | Paragraph 2.8.6 of schedule 10 | Phase 4 |
| 66 | Schedule 10 - Discovery Park DP3 (4.42 ha) | The Occupation of more than 5,500 Dwellings if in breach of paragraph 2.6.6 and/or 2.6.7 of schedule 10 in respect of the 4.42 ha of DP3 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 4 |
| 67 | Schedule 10- Discovery Park PS6 and DP3 | When carrying out any repairs in the case of default under paragraph 2.7 of schedule 10 | Cost of repairs | Remedying the non-compliance | n/a | n/a |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--------------------------------------|---|--|--|------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 68 | Schedule 12 - Community Hub Building | The Occupation of more than 1,400 Dwellings in the event a design brief and specification and particulars for the facilities at the Community Hub Building have not been approved by the Council under paragraph 1.1 of schedule 12 | Cost of the design brief and specification and the particulars required under paragraph 1.1 of schedule 12 | Producing the design brief and specification and the particulars required under paragraph 1.1 of schedule 12 | n/a | Phase 1 |
| 69 | Schedule 12 - Community Hub Building | The Occupation of more than 1,800 Dwellings in the event the Council provides any part of the Community Hub Building | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the Community Hub Building | Providing the Community Hub Building | Paragraph 1.5 of schedule 12 | Phase 2 |
| 70 | Schedule 12 - Community Hub Building | The Occupation of more than 1,800 Dwellings if in breach of paragraph 1.2.2 and/or 1.2.3 of schedule 12 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 2 |
| 71 | Schedule 12 - Community Hub Building | When carrying out any repairs in the case of default under paragraph 1.3 of schedule 12 | Cost of repairs | Remedying the non-compliance | n/a | Phase 2 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--|---|--|--|-------------------------------------|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 72 | Schedule 13 - Orchard Village Facilities | The Occupation of more than 600 Dwellings in Main Phase 3 in the event a design brief and specification and particulars for the Orchard Village Facilities have not been approved by the Council under paragraph 1.1.1 of schedule 13 | Cost of the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 13 | Producing the design brief and specification and the particulars required under paragraph 1.1.1 of schedule 13 | n/a | Phase 3 |
| 73 | Schedule 13 - Orchard Village Facilities | The Occupation of more than 1,000 Dwellings in Main Phase 3 in the event the Council provides any part of the Orchard Village Facilities | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the Orchard Village Facilities | Providing the Orchard Village Facilities | Paragraph 1.4 of schedule 13 | Phase 3 |
| 74 | Schedule 13 - Orchard Village Facilities | The Occupation of more than 1,000 Dwellings in Main Phase 3 if in breach of paragraph 1.2.2 and/or 1.2.3 of schedule 13 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 3 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|--|---|--|--|-------------------------------------|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 75 | Schedule 13 - Orchard Village Facilities | When carrying out any repairs in the case of default under paragraph 1.3 of schedule 13 | Cost of repairs | Remedying the non-compliance | n/a | Phase 3 |
| 76 | Schedule 13 - Chilmington Brook Facilities | The Occupation of more than 600 Dwellings in Main Phase 4 in the event a design brief and specification and particulars for the Chilmington Brook Facilities have not been approved by the Council under paragraph 3.1.1 of schedule 13 | Cost of the design brief and specification and the particulars required under paragraph 3.1.1 of schedule 13 | Producing the design brief and specification and the particulars required under paragraph 3.1.1 of schedule 13 | n/a | Phase 4 |
| 77 | Schedule 13 - Chilmington Brook Facilities | The Occupation of more than 1,000 Dwellings in Main Phase 4 in the event the Council provides any part of the Chilmington Brook Facilities | Cost of any fees, contingencies, specification and design costs, supervision fees, access roads and service costs in relation to the provision of the Chilmington Brook Facilities | Providing the Chilmington Brook Facilities | Paragraph 4.4 of schedule 13 | Phase 4 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|--|--|------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 78 | Schedule 13 - Chilmington Brook Facilities | The Occupation of more than 1,000 Dwellings in Main Phase 4 if in breach of paragraph 4.2.2 and/or 4.2.3 of schedule 13 | Cost of remedying the non-compliance | Remedying the non-compliance | n/a | Phase 4 |
| 79 | Schedule 13 - Chilmington Brook Facilities | When carrying out any repairs in the case of default under paragraph 4.3 of schedule 13 | Cost of repairs | Remedying the non-compliance | n/a | Phase 4 |
| 80 | Schedule 17 - Ecology | When carrying out any repairs in the case of default under paragraph 1.2 of schedule 17 | Cost of repairs | Remedying the non-compliance | n/a | n/a |
| 81 | Schedule 20 - Bus Services | The Occupation of more than 100 Dwellings if in breach of paragraph 1.2 of schedule 20 | Cost of remedying the non-compliance | Providing the temporary bus stop | Paragraph 1.2 of schedule 20 | Phase 1 |
| 82 | Schedule 20 - Bus Services | The Occupation of more than 200 Dwellings if in breach of paragraph 1.5 of schedule 20 | Cost of remedying the non-compliance | Providing the initial Main Phase 1 bus related infrastructure | Paragraph 1.5 of schedule 20 | Phase 1 |
| 83 | Schedule 20 - Bus Services | The Occupation of more than 1,222 Dwellings if in breach of paragraph 1.7 of schedule 20 | Cost of remedying the non-compliance | Providing the subsequent Main Phase 1 bus priority measures and bus related infrastructure | Paragraph 1.7 of schedule 20 | Phase 1 |

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|------------------------------|---|--|---|-------------------------------|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 84 | Schedule 20 - Bus Services | The Occupation of more than 2,772 Dwellings if in breach of paragraph 1.10 of schedule 20 | Cost of remedying the non-compliance | Providing the Main Phase 2 bus priority measures and bus related infrastructure | Paragraph 1.10 of schedule 20 | Phase 2 |
| 85 | Schedule 20 - Bus Services | The Occupation of more than 4,107 Dwellings if in breach of paragraph 1.13 of schedule 20 | Cost of remedying the non-compliance | Providing the Main Phase 3 bus priority measures and bus related infrastructure | Paragraph 1.13 of schedule 20 | Phase 3 |
| 86 | Schedule 20 - Bus Services | The Occupation of more than 5,000 Dwellings if in breach of paragraph 1.16 of schedule 20 | Cost of remedying the non-compliance | Providing the Main Phase 4 bus priority measures and bus related infrastructure | Paragraph 1.16 of schedule 20 | Phase 4 |
| 87 | Schedule 20 - Bus Services | Following any non-payment or underpayment of bus vouchers to occupiers | £450 per Dwelling | Schedule 20, paragraph 1.17 or providing to occupiers discounted or free parking facilities, tickets or vouchers in the town centre | n/a | n/a |

Schedule 1

PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL

| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
|----|-------------------------------------|---|---|-----------------------------------|-------------------------------------|--|
| 88 | Schedule 26 - Quality Agreement | 1 year after Commencement | £80,000 | Schedule 26, paragraph 3 | Paragraph 2.1 of schedule 26 | n/a |

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---------------------------------|--|--|----------------------------|--|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 89 | Schedule 26 - Quality Agreement | 2 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 90 | Schedule 26 - Quality Agreement | 3 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 91 | Schedule 26 - Quality Agreement | 4 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 92 | Schedule 26 - Quality Agreement | 5 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 93 | Schedule 26 - Quality Agreement | 6 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 94 | Schedule 26 - Quality Agreement | 7 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|-------------------------------------|---|---|-----------------------------------|--|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 95 | Schedule 26 - Quality Agreement | 8 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 96 | Schedule 26 - Quality Agreement | 9 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 97 | Schedule 26 - Quality Agreement | 10 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 98 | Schedule 26 - Quality Agreement | 11 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 99 | Schedule 26 - Quality Agreement | 12 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 100 | Schedule 26 - Quality Agreement | 13 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|---------------------------------|--|--|----------------------------|--|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 101 | Schedule 26 - Quality Agreement | 14 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 102 | Schedule 26 - Quality Agreement | 15 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 103 | Schedule 26 - Quality Agreement | 16 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 104 | Schedule 26 - Quality Agreement | 17 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 105 | Schedule 26 - Quality Agreement | 18 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 106 | Schedule 26 - Quality Agreement | 19 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|-------------------------------------|---|---|-----------------------------------|--|--|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 107 | Schedule 26 - Quality Agreement | 20 years after Commencement | £40,000 | Schedule 26, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 26 | n/a |
| 108 | Schedule 28 - Monitoring Fee | 1 year after Commencement | £50,000 | Schedule 28, paragraph 3 | Paragraph 2.1 of schedule 28 | n/a |
| 109 | Schedule 28 - Monitoring Fee | 2 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a |
| 110 | Schedule 28 - Monitoring Fee | 3 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a |
| 111 | Schedule 28 - Monitoring Fee | 4 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a |
| 112 | Schedule 28 - Monitoring Fee | 5 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a |
| 113 | Schedule 28 - Monitoring Fee | 6 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|--|---|---|-----------------------------------|--|--|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 114 Schedule 28 - Monitoring Fee | 7 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 115 Schedule 28 - Monitoring Fee | 8 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 116 Schedule 28 - Monitoring Fee | 9 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 117 Schedule 28 - Monitoring Fee | 10 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 118 Schedule 28 - Monitoring Fee | 11 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 119 Schedule 28 - Monitoring Fee | 12 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|--|----------------------------|--|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 120 Schedule 28 - Monitoring Fee | 13 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 121 Schedule 28 - Monitoring Fee | 14 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 122 Schedule 28 - Monitoring Fee | 15 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 123 Schedule 28 - Monitoring Fee | 16 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 124 Schedule 28 - Monitoring Fee | 17 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |
| 125 Schedule 28 - Monitoring Fee | 18 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a | |

Schedule 1

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CONTINGENCY BANK ACCOUNT - COUNCIL | | | | | | |
|---|------------------------------|--|--|----------------------------|--|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid (plus corresponding indexation increase) | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 126 | Schedule 28 - Monitoring Fee | 19 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a |
| 127 | Schedule 28 - Monitoring Fee | 20 years after Commencement | £25,000 | Schedule 28, paragraph 3 | Corresponding part of paragraph 2.2 of schedule 28 | n/a |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CAPITAL BANK ACCOUNT - COUNCIL | | | | | |
|---|--|---------------------------|------------------------------|---|---|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for Reference only) |
| 1. Schedule 04 - CMO First Operating Premises | The Occupation of the first Dwelling in the event paragraph 4.1.3(a) of schedule 4 has not been complied with | Up to £200,000 | Remedying the non-compliance | Paragraph 4.1.5 of schedule 4 | Phase 1 |
| 2. Schedule 04 - CMO Second Operating Premises | The Occupation of more than 1,000 Dwellings in the event the CMO Second Operating Premises have not been fitted out in accordance with the approved CMO Second Operating Premises Design Brief and Specification | Up to £250,000 | Remedying the non-compliance | Paragraph 5.1.5 of schedule 4 in relation to Fit Out only | Phase 1 |
| 3. Schedule 04 - CMO Commercial Estate: Basic Provision | The Occupation of more than 1,500 Dwellings in the event paragraph 9.1.3(a) of schedule 4 has not been complied with | Up to £2,921,000 | Remedying the non-compliance | Paragraph 9.1.5 of schedule 4 | Phase 1 |
| 4. Schedule 04 - CMO Commercial Estate: Second Tranche | In the case of option "A", the Occupation of more than 3,150 Dwellings in the event paragraph 11.1.3(a) of schedule 4 has not been complied with | Up to £2,190,750 | Remedying the non-compliance | Paragraph 11.1.5 of schedule 4 | Phase 3 |
| 5. Schedule 04 - CMO Commercial Estate: Third Tranche | In the case of option "A", the Occupation of more than 4,200 Dwellings in the event paragraph 12.1.3(a) of schedule 4 has not been complied with | Up to £2,190,750 | Remedying the non-compliance | Paragraph 12.1.5 of schedule 4 | Phase 4 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CAPITAL BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|---|------------------------------|---|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 6. | Schedule 06 - Informal/Natural Green Space for phase 1 | The Occupation of more than 1,450 Dwellings in Main Phase 1 in the event paragraph 1.1.5 of schedule 6 has not been complied with in relation to Main Phase 1 | Up to £522,722 | Remedying the non-compliance | Paragraph 1.3 of schedule 6 in relation to Main Phase 1 | Phase 1 |
| 7. | Schedule 06 - Informal/Natural Green Space for phase 2 | The Occupation of more than 1,100 Dwellings in Main Phase 2 in the event paragraph 1.1.5 of schedule 6 has not been complied with in relation to Main Phase 2 | Up to £432,597 plus any surplus from money previously paid for Informal/Natural Green Space | Remedying the non-compliance | Paragraph 1.3 of schedule 6 in relation to Main Phase 2 | Phase 2 |
| 8. | Schedule 06 - Informal/Natural Green Space for phase 3 | The Occupation of more than 1,550 Dwellings in Main Phase 3 in the event paragraph 1.1.5 of schedule 6 has not been complied with in relation to Main Phase 3 | Up to £540,747 plus any surplus from money previously paid for Informal/Natural Green Space | Remedying the non-compliance | Paragraph 1.3 of schedule 6 in relation to Main Phase 3 | Phase 3 |
| 9. | Schedule 06 - Informal/Natural Green Space for phase 4 | The Occupation of more than 1,550 Dwellings in Main Phase 4 in the event paragraph 1.1.5 of schedule 6 has not been complied with in relation to Main Phase 4 | Up to £576,797 plus any surplus from money previously paid for Informal/Natural Green Space | Remedying the non-compliance | Paragraph 1.3 of schedule 6 in relation to Main Phase 4 | Phase 4 |
| 10. | Schedule 07 - Chilmington Hamlet | The Occupation of more than 1,400 Dwellings in the event paragraph 1.3.1 of schedule 7 has not been complied with | Up to £1,266,000 | Remedying the non-compliance | Paragraph 1.5 of schedule 7 | Phase 1 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CAPITAL BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|---|------------------------------|---|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 11. Schedule 08 - Children's and Young People's Play Space PS1 | The Occupation of more than 500 Dwellings in Main Phase 1 in the event paragraph 1.2.1 of schedule 8 has not been complied with in relation to play space "PS1" | Up to £235,013 | Remedying the non-compliance | Paragraph 1.4 of schedule 8 in relation to play space "PS1" | Phase 1 | |
| 12. Schedule 08 - Children's and Young People's Play Space PS2 | The Occupation of more than 500 Dwellings in Main Phase 2 in the event paragraph 1.2.1 of schedule 8 has not been complied with in relation to play space "PS2" | Up to £705,039 plus any surplus from money previously paid for Children's and Young People's Play Space | Remedying the non-compliance | Paragraph 1.4 of schedule 8 in relation to play space "PS2" | Phase 2 | |
| 13. Schedule 08 - Children's and Young People's Play Space PS4 | The Occupation of 1,100 Dwellings in Main Phase 3 in the event paragraph 1.2.1 of schedule 8 has not been complied with in relation to play space "PS4" | Up to £705,039 plus any surplus from money previously paid for Children's and Young People's Play Space | Remedying the non-compliance | Paragraph 1.4 of schedule 8 in relation to play space "PS4" | Phase 3 | |
| 14. Schedule 08 - Children's and Young People's Play Space PS5 | The Occupation of more than 1,100 Dwellings in Main Phase 4 in the event paragraph 1.2.1 of schedule 8 has not been complied with in relation to play space "PS5" | Up to £705,039 plus any surplus from money previously paid for Children's and Young People's Play Space | Remedying the non-compliance | Paragraph 1.4 of schedule 8 in relation to play space "PS5" | Phase 4 | |
| 15. Schedule 08 - Children's and Young People's Play Space PS7 | The Occupation of 1,500 Dwellings in Main Phase 4 in the event paragraph 1.2.1 of schedule 8 has not been complied with in relation to play space "PS7" | Up to £235,013 plus any surplus from money previously paid for Children's and Young People's Play Space | Remedying the non-compliance | Paragraph 1.4 of schedule 8 in relation to play space "PS7" | Phase 4 | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CAPITAL BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|---|--|---|---|
| | Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) |
| 16 | Schedule 09 - Allotments for phase 1 | The Occupation of more than 1,000 Dwellings in Main Phase 1 in the event paragraph 1.1.1 of schedule 9 has not been complied with in relation to the Main Phase 1 Allotment | Up to £313,542 | Remedying the non-compliance | Paragraph 1.3 of schedule 9 in relation to Main Phase 1 | Phase 1 |
| 17 | Schedule 09 - Allotments for phase 2 | The Occupation of more than 1,000 Dwellings in Main Phase 2 in the event paragraph 1.1.1 of schedule 9 has not been complied with in relation to the Main Phase 2 Allotment | Up to £255,312 plus any surplus from money previously paid for Allotments | Remedying the non-compliance | Paragraph 1.3 of schedule 9 in relation to Main Phase 2 | Phase 2 |
| 18 | Schedule 09 - Allotments for phase 3 | The Occupation of more than 1,400 Dwellings in Main Phase 3 in the event paragraph 1.1.1 of schedule 9 has not been complied with in relation to the Main Phase 3 Allotment | Up to £322,500 plus any surplus from money previously paid for Allotments | Remedying the non-compliance | Paragraph 1.3 of schedule 9 in relation to Main Phase 3 | Phase 3 |
| 19 | Schedule 09 - Allotments for phase 4 | The Occupation of more than 1,400 Dwellings in Main Phase 4 in the event paragraph 1.1.1 of schedule 9 has not been complied with in relation to the Main Phase 4 Allotment | Up to £344,896 plus any surplus from money previously paid for Allotments | Remedying the non-compliance | Paragraph 1.3 of schedule 9 in relation to Main Phase 4 | Phase 4 |
| 20 | Schedule 10 - Discovery Park Sports Facilities (1 st phase) | The Occupation of more than 3,200 Dwellings in the event paragraph 2.2.1 of schedule 10 has not been complied with | Up to £3,879,079 | Providing the Discovery Park Sports Facilities (1 st phase) | Paragraph 2.8.1 of schedule 10 | Phase 3 |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CAPITAL BANK ACCOUNT - COUNCIL | | | | | | |
|---|---|---|--|--------------------------------|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 21. Schedule 10 - Discovery Park Sports Facilities (2 nd phase) | The Occupation of more than 5,000 Dwellings in the event paragraph 2.3.1 of schedule 10 has not been complied with | Up to £3,879,079 plus any surplus from money previously paid for Discovery Park Sports Facilities | Providing the Discovery Park Sports Facilities (2 nd phase) | Paragraph 2.8.2 of schedule 10 | Phase 4 | |
| 22. Schedule 10 - Discovery Park DP3 (1 ha) | The Occupation of more than 1,500 Dwellings in the event paragraph 2.6.5 of schedule 10 has not been complied with in relation to the 1 ha of DP3 | Up to £276,454 | Providing Discovery Park DP3 (1 ha) | Paragraph 2.8.3 of schedule 10 | Phase 1 | |
| 23. Schedule 10 - Discovery Park DP3 (0.86 ha) | The Occupation of more than 2,500 Dwellings in the event paragraph 2.6.5 of schedule 10 has not been complied with in relation to the 0.86 ha of DP3 | Up to £237,750 plus any surplus from money previously paid for Discovery Park DP3 | Providing Discovery Park DP3 (0.86 ha) | Paragraph 2.8.4 of schedule 10 | Phase 2 | |
| 24. Schedule 10 - Discovery Park PS6 and DP3 (1.08 ha) | The Occupation of more than 4,000 Dwellings in the event paragraph 2.6.5 of schedule 10 has not been complied with in relation to PS6 and/or the 1.08 ha of DP3 | Up to £975,406 plus any surplus from money previously paid for Discovery Park DP3 | Providing Discovery Park PS6 and DP3 (1.08 ha) | Paragraph 2.8.5 of schedule 10 | Phase 3 | |
| 25. Schedule 10 - Discovery Park DP3 (4.42 ha) | The Occupation of more than 5,500 Dwellings in the event paragraph 2.6.5 of schedule 10 has not been complied with in relation to the 4.42 ha of DP3 | Up to £1,244,040 plus any surplus from money previously paid for Discovery Park DP3 (including PS6) | Providing Discovery Park DP3 (4.42 ha) | Paragraph 2.8.6 of schedule 10 | Phase 4 | |
| 26. Schedule 12 - Community Hub Building | The Occupation of more than 1,800 Dwellings in the event paragraph 1.2.1 of schedule 12 has not been complied with | Up to £2,556,063 | Remedying the non-compliance | Paragraph 1.5 of schedule 12 | Phase 2 | |

| PAYMENTS TO THE COUNCIL FROM THE DEVELOPERS' CAPITAL BANK ACCOUNT - COUNCIL | | | | | | |
|---|--|---|------------------------------|------------------------------|---|--|
| Subject (for reference only) | Point when payment must be made (if requested) | Amount which must be paid | Planning Agreement Purpose | Positive Planning Obligation | Phase in which payment may be made (for reference only) | |
| 27. Schedule 13- Orchard Village Facilities | The Occupation of more than 1,000 Dwellings in Main Phase 3 in the event paragraph 1.2.1 of schedule 13 has not been complied with | Up to £733,971 | Remedying the non-compliance | Paragraph 1.4 of schedule 13 | Phase 3 | |
| 28. Schedule 13 - Chilmington Brook Facilities | The Occupation of more than 1,000 Dwellings in Main Phase 4 in the event paragraph 4.2.1 of schedule 13 has not been complied with | Up to £748,190 plus any surplus from money previously paid for Orchard Village Facilities | Remedying the non-compliance | Paragraph 4.4 of schedule 13 | Phase 4 | |
| 29. Schedule 20 - Bus Services (30 min frequency) | The Occupation of more than 100 Dwellings in the event the bus service specified in paragraph 1.3 of schedule 20 is not operating | Up to £900,000 | Providing the bus service | n/a | Phase 1 | |
| 30. Schedule 20 - Bus Services (20 min frequency) | The Occupation of more than 1,222 Dwellings in the event the bus service specified in paragraph 1.8 of schedule 20 is not operating | Up to £800,000 plus any surplus from money previously paid for bus services | Providing the bus service | n/a | Phase 2 | |
| 31. Schedule 20 - Bus Services (13-14 min frequency) | The Occupation of more than 2,772 Dwellings in the event the bus service specified in paragraph 1.11 of schedule 20 is not operating | Up to £900,000 plus any surplus from money previously paid for bus services | Providing the bus service | n/a | Phase 2 | |
| 32. Schedule 20 - Bus Services (10 min frequency) | The Occupation of more than 4,107 Dwellings in the event the bus service specified in paragraph 1.14 of schedule 20 is not operating | Up to £400,000 plus any surplus from money previously paid for bus services | Providing the bus service | n/a | Phase 3 | |

The common seal of)
ASHFORD BOROUGH COUNCIL)
was affixed to this deed in the presence of:)

Mayor

Solicitor

Executed as a deed by)
HODSON DEVELOPMENTS (ASHFORD) LIMITED)
acting by a director and its secretary or by two directors:)

[Redacted Signature]

Director

[Redacted Signature]

Director/Secretary

Executed as a deed by)
CHILMINGTON GREEN DEVELOPMENTS LIMITED)
acting by a director and its secretary or by two directors:)

[Redacted Signature]

Director

[Redacted Signature]

Director/Secretary

Executed as a deed by)
HODSON DEVELOPMENTS (CG ONE) LIMITED)
acting by a director and its secretary or by two directors:)

[Redacted]

Director

[Redacted]

Director/Secretary

Executed as a deed by)
HODSON DEVELOPMENTS (CG TWO) LIMITED)
acting by a director and its secretary or by two directors:)

[Redacted]

Director

[Redacted]

Director/Secretary

Executed as a deed by)
HODSON DEVELOPMENTS (CG THREE) LIMITED)
acting by a director and its secretary or by two directors:)

[Redacted]

Director

[Redacted]

Director/Secretary