
Dated: 2022

- (1) Ebbsfleet Development Corporation
- (2) Dartford Borough Council
- (3) Kent County Council
- (4) Gravesham Borough Council
- (5) Thurrock Council
- (6) Essex County Council
- (7) London Resort Company Holdings
- (8) *[Secretary of State for Transport]*
- (9) *[High Speed 1 Ltd]*
- (10) *[Network Rail]*

DEVELOPMENT CONSENT OBLIGATION BY AGREEMENT

Draft: March 2022

relating to the London Resort Development Consent Order
on land on the Swanscombe Peninsula and in Tilbury, Essex

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BETWEEN

- (1) Ebbsfleet Development Corporation of North Kent Police Station Thames Way Northfleet Gravesend Kent DA11 8BD ("**EDC**")
- (2) Dartford Borough Council of Civic Centre, Home Gardens, Dartford, Kent DA1 1DR ("**DBC**")
- (3) Kent County Council of Sessions House, County Hall, Maidstone, Kent ME14 1XQ ("**KCC**")
- (4) Gravesham Borough Council of Civic Centre, Windmill Street, Gravesend DA12 1AU ("**GBC**")
- (5) Thurrock Council of Civic Offices, New Road, Grays RM17 6SL ("**TC**")
- (6) Essex County Council of County Hall, Market Road, Chelmsford CM1 1QH ("**ECC**")
- (7) London Resort Company Holdings Limited (Company No 07625574) whose registered office is at C/O Armila Capital, 20 Berkeley Square, London W1J 6EQ ("**LRCH**")
- (8) *[Secretary of State for Transport]*
- (9) *[High Speed 1 Ltd]*
- (10) *[Network Rail]*

together being the "**Parties**" and each a "**Party**".

RECITALS

- (A) By effect of The Ebbsfleet Development Corporation (Area and Constitution) Order 2015: (i) the Ebbsfleet Urban Development Area (Ebbsfleet) was established under Part 16 (Urban Development) of the Local Government, Planning and Land Act 1980 and (ii) EDC was established for the purposes of regenerating Ebbsfleet.
- (B) By effect of the Ebbsfleet Development Corporation (Planning Functions) Order 2015 EDC is (save as limited by that Order) the local planning authority for the purposes of the Act for Ebbsfleet (in which part of the Site is situated).
- (C) DBC is the local planning authority for the area in which part of the Site is situated.
- (D) KCC is the local highway authority, local education authority and minerals and waste planning authority for the area in which part of the Site is situated and the authority responsible for adult social care, library, community learning and youth services in the County of Kent.
- (E) GBC is the local planning authority for the area in which part of the Site is situated.
- (F) TC (as a unitary authority) is the local planning authority, highway authority, education authority, minerals and waste authority and housing authority for the area in which part of the Site is situated in the Borough of Thurrock.
- (G) ECC is the local planning authority, local highway authority and the local authority for statutory age education and pre-school age education and childcare for the area in which part of the Site is situated in the County of Essex.
- (H) LCRH is the registered proprietor with freehold title of the Bound Land registered under title number [].
- (I) *[Secretary of State for Transport]*

- (J) *[High Speed 1 Ltd]*
- (K) *[Network Rail]*
- (L) On 28 January 2021 the Application by LRCH was accepted for examination by the Secretary of State.
- (M) LRCH will be the undertaker for the purposes of the Development Consent Order and intends to construct and operate the London Resort DCO Project authorised by the Development Consent Order.
- (N) There will be no Commencement of a Phase of the Development (or part thereof) until:
- (i) LRCH has acquired or secured an Additional Legal Interest or an Appropriate Interest in all parts of the relevant Phase; and
 - (ii) Confirmatory Deeds have been entered into pursuant to section 106 of the 1990 Act in relation to the necessary interests in land of the relevant Phase for the purpose of ensuring that the obligations in this Deed shall be binding on such necessary interests in land of the relevant Phase as hereinafter provided.
- (O) The Parties enter into this Deed to secure the development consent obligations (within the meaning of section 106(14) of the 1990, as inserted by s.174(2) of the Planning Act 2008) contained in it.
- (P) The Parties are satisfied that the development consent obligations herein are compliant with the CIL Regulations.

IT IS AGREED as follows:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following words and expressions have the following meanings:

"1990 Act"	the Town and Country Planning Act 1990
"2011 Act"	the Localism Act 2011
"Additional Legal Interest"	a freehold interest or leasehold interest with more than seven years left unexpired in the Site in addition to those interests identified at Schedule 1
"Application"	the application for a development consent order under section 37 of the Planning Act 2008 in relation to the Development and received by the Secretary of State on 4 January 2021 and given reference number BC080001
"Appropriate Interest"	any interest, licence, wayleave agreement, lease or tenancy in each case whether registerable at HM Land Registry or not to the extent necessary to lawfully carry out the Development on the relevant land
"Bond"	a bond which shall be substantially in the form set out in Appendix [XX] to this Deed (or such other form approved respectively by the Councils);
"Bound Land"	the land bound by the terms of this Deed at the date of this deed as identified shaded [xxx] on Plan 2 and as more particularly described in Schedule 1

"Commence"	has the same meaning as in Article [x] of the DCO and the words " Commencement " and " Commenced " and cognate expressions are to be construed accordingly
"Committed"	any Contribution or part Contribution which the relevant Council has: <ul style="list-style-type: none"> (a) allocated to be spent by the relevant Council out of a budget allocated for the purpose associated with that Contribution and where that budget has been authorised by the relevant committee, relevant Council member or Council officer; or (b) subject to clause 9.1, allocated to pay for a Contribution Contract
"Completed"	in relation to a Phase: means has been substantially completed so as to be ready to open to the public and the words " Completion " and " Complete " shall be construed accordingly
"Comply"	comply, perform, fulfil and/or discharge or procure compliance, performance, fulfilment and/or discharge, and " Compliance " shall be construed accordingly
"Confirmatory Deed"	the draft deed pursuant to Section 106 of the 1990 Act securing planning obligations substantially in the form at Appendix 2
"Contribution Contract"	a contract which the relevant Council has completed before the Relevant Date requiring another party to provide works, services or supplies (or any combination of them) and which the relevant Council has entered into because the funding for it has been provided by way of a Contribution
"Contributions"	any one or more of the financial contributions payable by LRCH to one or more of the Councils under this Deed, but excluding the legal [and monitoring] costs payable pursuant to clause 15 all of which shall be Index Linked and " Contribution " shall be construed accordingly
"Councils"	together or severally EDC, DBC, KCC, GBC, TC and ECC
"Deed"	this Deed made under section 106 of the 1990 Act and all other enabling powers as referred to in clause 2.1 below
"Development"	the development of the Site for a new leisure and entertainment attraction pursuant to the Application as authorised by the DCO
"Development Consent Order" or "DCO"	a development consent order made under the Planning Act 2008 in the form in which it is made by the Secretary of State pursuant to the Application
"Enforcing Council"	<i>[procedure/mechanism to be confirmed]</i>
"Expert"	an independent person of at least 10 years standing in the area of expertise relevant to the dispute to be agreed between the relevant parties to the dispute or, failing agreement, to be nominated at the request and option of any of them, at their joint expense, by or on behalf of the

	President for the time being of the Royal Institution of Chartered Surveyors or in relation to any disputes on the legal interpretation of this agreement the President for the time being of the Law Society of England and Wales (the " President ")
" Guarantor "	a parent company or other body or company which has been approved in writing by the Councils whose Net Assets are at least [five times] the value of the Secured Amount (together with all other Secured Amounts) the subject of the PCG;
" Index Linked "	as set out in clause 20
" Interest "	interest at the rate of 2% above the Bank of England base rate applicable at the date on which the relevant payment is due which shall be calculated on a day to day basis
" Interest Bearing Account "	an account with a major clearing bank that attracts a rate of interest and has terms which would be acceptable to a reasonably prudent local authority
" the Net Assets "	the meaning ascribed in the Guarantor's annual report and accounts from year to year;
" Obligations "	the development consent obligations both positive and negative given pursuant to section 106 of the 1990 Act which are contained within this Deed
" Occupation "	beneficial occupation of the Development for any purposes permitted by the DCO but not including occupation for construction, fit-out or decoration, marketing, display or in relation to security operations or any interim or temporary uses and " Occupied ", " Occupier " and " Occupy " shall be construed accordingly
" Operational Land "	land within the Site that is owned or leased by the Secretary of State for Transport and/or Network Rail and/or High Speed 1 Ltd and used to fulfil their statutory functions
" Parent Company Guarantee " or " PCG "	the guarantee from the Guarantor in favour of the Councils as provided at clause 21 of this Deed
" Parties "	means EDC, DBC, KCC, GBC, TC, ECC and LRHC [and Guarantor] [<i>and Secretary of State etc - TBC</i>] and in the case of LRCH includes persons deriving title from LRCH and " Party " means any one of them as the context so requires
" PCG "	means a guarantee substantially in the form of that annexed at Appendix 3 (or such other form approved by the Councils) from the Guarantor in favour of the Councils as more particularly referred to in Clause 21 ;
" Phase "	a phase of the Development detailed in the Phasing Plan and the term " Phases " is to be construed accordingly to mean one or more phases as the context may require
" Phasing Plan "	Plan [] attached to this Deed or such variation as may be approved

"Plan 1"	the plan labelled "Plan 1" attached to this Deed at Appendix 1
"Plan 2"	the plan labelled "Plan 2" attached to this Deed at Appendix 1
"Planning Counsel"	a barrister of not less than 10 years' standing experienced in planning law issues concerning leisure and entertainment attraction development
"Reasonable Endeavours"	that the party under an obligation will not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto has diligently pursued methods commercially and reasonably prudent and likely to achieve compliance with such obligation or the desired result to the standard of that required of the relevant party over a reasonable period of time (which may either be specified in the relevant obligation or in the absence of this such period of time as is reasonable in the circumstances) provided that subject to compliance with any specific agreed steps or time periods set out in or agreed pursuant to the obligation in question this shall not require any party to continue with such endeavours to comply if the party and the beneficiary of the obligation to which reasonable endeavours is to be applied agreed that it is reasonable to conclude that all further efforts would be futile and in the event that the parties cannot so agree either party may refer the matter for consideration by an Expert pursuant to the procedure set out in clause 13 of this Deed
"Relevant Date"	the date [10 years] after the date on which the relevant Contribution payment was received by the relevant Council
"Relevant Index"	[TBC]
"Secretary of State"	the Secretary of State for Housing, Communities and Local Government or other minister or other authority for the time being having or entitled to exercise the powers conferred on the Secretary of State for Housing, Communities and Local Government by the Planning Act 2008
"Secured Amount"	a sum equal to all the Contributions payable in relation to the relevant Phase (in addition to any unpaid Contributions relating to any prior Phase, if applicable) together such sum as may be agreed by the Councils acting reasonably as being sufficient to satisfy any other Obligations which are to be satisfied or partially satisfied during that Phase (together with any outstanding Obligations relating to any prior Phase, if applicable);
"Site"	the land shown edged and hatched red on the Plan 1 identifying the order limits (as defined in the Application) of the DCO
"Specified Date"	the date upon which an obligation arising under this Deed is due to be performed

“Statutory Undertaker”	any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator
“Surety”	a surety which shall be a financial institution or insurance company approved by the Councils
“Third Party Land”	collectively or individually (as the context may require) the land within the Site that is not the Bound Land
“Utilities”	gas, water, electricity, telephone, broadband, foul drainage and any and all other media and telecommunications services and or utilities as may be appropriate with appropriate rights to use all relevant delivery infrastructure
“Working Day”	a day other than a Saturday or Sunday or public holiday in England.

1.2 In this Deed, unless otherwise indicated, reference to any:

- 1.2.1 Recital, clause, sub-clause, paragraph number, Schedule, Appendix or plan is a reference to a Recital, clause or sub-clause of, paragraph number of, Schedule to, Appendix to or plan annexed to this Deed;
- 1.2.2 words importing the singular meaning include the plural meaning and vice versa;
- 1.2.3 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner; and
- 1.2.4 Act of Parliament shall include any amendment, modification, extension, consolidation or re-enactment of that Act for the time being in force and in each case shall include all statutory instruments, orders, regulations and directions for the time being made, issued or given under that Act or deriving validity from it.

1.3 Headings where they are included are for convenience only and are not intended to influence the construction and interpretation of this Deed.

1.4 Any notice, notification, consent, approval, agreement, request or statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing.

1.5 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually [unless there is an express provision otherwise].

1.6 Each of the Parties to this Deed shall act reasonably, properly and diligently and shall cooperate with each of the other Parties to facilitate the discharge and performance of all development consent obligations on them contained in this Deed and LRCH shall comply with any reasonable requests of the Councils to provide documentation within its possession (or the possession of its advisers instructed at the relevant time or which it is reasonably able to obtain possession without incurring excessive costs) (such documentation to be provided by LRCH at its own expense) for the purposes of monitoring compliance with the obligations contained in this Deed.

1.7 Where the agreement approval consent or an expression of satisfaction is required by one Party from another Party under the terms of this Deed that agreement approval consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

2. LEGAL BASIS

2.1 This Deed is made under:

2.1.1 section 106 (including section 106(1A)) of the 1990 Act; and

2.1.2 section 1 of the 2011 Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.

2.2 The obligations, covenants and undertakings on the part of LRCH in this Deed are development consent obligations for the purposes of section 106 of the 1990 Act and so bind LRCH's interests in the Site, being the Bound Land at the date of this Deed. Subject to **clause 10**, the obligations, covenants and undertakings on the part of LRCH are entered into with the intent that they bind each and every part of the Bound Land and are enforceable not only against LRCH but also against any successors in title or assigns of LRCH and any person claiming through or under LRCH an interest in the Bound Land or any part of it and all those whose interests in the Site are bound by the terms of a Confirmatory Deed as if that person had been the original covenanting party in respect of the interest for the time being held by it:

2.2.1 by EDC as local planning authority in relation to that part of the Site within the administrative boundary of EDC;

2.2.2 by DBC as local planning authority for the area in which part of the Site is situated within the administrative boundary of DBC not covered by EDC;

2.2.3 by KCC as local highway authority, local education authority and minerals and waste planning authority in relation to that part of the Site within the administrative boundary of KCC;

2.2.4 by GBC as local planning authority for the area in which part of the Site is situated within the administrative boundary of GBC not covered by EDC;

2.2.5 by TC as local planning authority, highway authority, education authority, minerals and waste authority and housing authority for the area in which part of the Site is situated in the administrative boundary of TC; and

2.2.6 by ECC as local planning authority, local highway authority and the local authority for statutory age education and pre-school age education and childcare for the area in which part of the Site is situated in the administrative boundary of ECC.

2.3 Insofar as any obligations, covenants and undertakings in **clause 2.2** are not capable of falling within section 106 of the 1990 Act they are entered into in pursuance of the relevant powers referred to in **clause 2.1.2**.

2.4 So far as the obligations, covenants and undertakings in this Deed are given by or to the Councils, they are entered into under the relevant powers referred to in **clause 2.1** and those obligations, covenants and undertakings are enforceable by or against the Councils (as applicable).

2.5 The Parties agree that the development consent obligations contained in this Deed are:

2.5.1 relevant to planning;

2.5.2 necessary to make the Development acceptable in planning terms;

2.5.3 directly related to the Development;

2.5.4 fairly and reasonably related in scale and kind to the Development; and

- 2.5.5 reasonable in all other respects.
- 2.6 Save as legally permitted nothing in this Deed restricts or is intended to restrict the proper exercise at any time by any of the Councils of any of their statutory powers, duties, functions or discretions in relation to the Site or otherwise.
3. **TITLE WARRANTY**
- 3.1 LRCH hereby warrants to the Council that the title details referred to in **Recital H** are complete and accurate in every respect and that no person other than themselves have a legal or equitable ownership interest in the Bound Land [save for those leasehold interest and tenancies set out in **Schedule 1**].
4. **CONFIRMATORY DEEDS**
- 4.1 LRCH hereby covenants to enter into a Confirmatory Deed immediately upon acquiring an Additional Legal Interest in the Third Party Land (or part thereof) so as to bind such land to the planning obligations contained within this Deed and LRCH hereby acknowledges that that part of the Third Party Land will thereby from the date of that Confirmatory Deed be subject to the development consent obligations and other provisions contained in this Deed in the same way as the Bound Land is.
- 4.2 Where under the provisions of this Deed it is agreed or required that a Confirmatory Deed is to be entered into between the Parties hereto, the Councils hereby covenant:
- 4.2.1 to enter into any such Confirmatory Deed and/or deed of modification or variation if and insofar as it may be lawful and reasonable for them to do so and subject to the payment of their reasonable legal fees by LRCH in connection with the negotiation and completion of the same; and
- 4.2.2 not to unreasonably withhold or delay agreeing to or executing or completing any such Confirmatory Deed or deed of modification or variation in accordance with this **clause 4**.
- 4.3 LRCH covenants with the Councils not to Commence any Phase unless and until:
- 4.3.1 LRCH has acquired an Additional Legal Interest or secured an Appropriate Interest in all parts of the relevant Phase unless otherwise agreed with the Councils; and
- 4.3.2 all necessary Confirmatory Deeds have been completed in order to bind all interests in the land (including an Additional Legal Interest and an Appropriate Interest) in that Phase unless otherwise agreed with the Councils **PROVIDED THAT** an interest in the land need not be bound by the Confirmatory Deeds if it comprises an interest in the land or land itself that is:
- 4.3.2.1 agreed by all Parties in writing to be 'de minimis'; or
- 4.3.2.2 Operational Land.
- 4.4 The obligations, covenants and undertakings on the part of the Secretary of State for Transport, Network Rail, High Speed 1 Ltd or a Statutory Undertaker in this Deed are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and whilst the Parties agree that such planning obligations and/or covenants or undertakings on the part of the Secretary of State for Transport, Network Rail, High Speed 1 Ltd or a Statutory Undertaker shall not be enforceable against the Secretary of State for Transport, Network Rail, High Speed 1 Ltd or a Statutory Undertaker (as appropriate) such obligations and/or covenants and undertakings shall (subject to **clauses [10.3 and] 12**) be binding upon any successors in title to or assigns of the Secretary of State for Transport, Network Rail, High Speed 1 Ltd or a Statutory Undertaker (as appropriate) and/or any person claiming through or under them an interest in the Site (other than a Statutory Undertaker insofar as and to the extent that the relevant Statutory Undertaker is

occupying the relevant part of the Site in its capacity as a Statutory Undertaker or a Highway Authority insofar as and to the extent that the relevant Highway Authority is occupying any highway within the Site which is maintainable at public expense in its capacity as highway authority) as if that person had been an original covenanting party in respect of such interest for the time being held by him.

- 4.5 DBC, KCC, GBC and TC enter into this Deed as local planning authorities and as landowners and to the extent that they do own any interest in the Site that interest shall not be bound whilst they are both landowners and local planning authorities in respect of such land but the obligations, covenants and undertakings in this Deed are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and such obligations and/or covenants and undertakings shall (subject to **clauses [10.3 and] 12**) be binding upon any successors in title to or assigns of DBC, KCC, GBC and TC as landowners in the Site and/or any person claiming through or under them an interest in the Site (other than a Statutory Undertaker insofar as and to the extent that the relevant Statutory Undertaker is occupying the relevant part of the Site in its capacity as a Statutory Undertaker or a Highway Authority insofar as and to the extent that the relevant Highway Authority is occupying any highway within the Site which is maintainable at public expense in its capacity as highway authority) as if that person had been an original covenanting party in respect of such interest for the time being held by him.

5. SECURED INTERESTS

- 5.1 LRCH covenants with the Councils not to Commence any Phase unless and until the relevant Council which is the local planning authority for the area of land comprised in the relevant Phase has approved in writing that LRCH have secured the necessary Additional Legal Interests, Appropriate Interests and Confirmatory Deeds (as appropriate) required by **Clause 4.3** in accordance with the procedure set out below:

5.1.1 LRCH are to request in writing to the relevant Council confirmation that the necessary Additional Legal Interests, Appropriate Interests and Confirmatory Deeds (as appropriate) required by Clause 4.3 have been secured to permit commencement of the relevant Phase;

5.1.2 in the event that the Council require further information or supporting evidence then LRCH shall provide any reasonably required information to the Council within 5 Working Days of receiving the relevant request, and this process may be repeated until the Council has all the information it reasonably requires;

5.1.3 the Council shall confirm in writing to LRCH when it has received a valid and complete Secured Interest Request ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Secured Interest Request nor preclude the Council from seeking further relevant information during the procedure set out in this **Clause 5** PROVIDED THAT seeking further relevant information shall not be a reason for delaying the consideration of the Secured Interest Request if it can be progressed or for completing any other process required by this Clause if it can be completed without the information requested AND in any event where after a period of 10 Working Days following receipt of the Secured Interest Request the Council has made no request(s) pursuant to **Clause 5.1.2** then the Validation Date shall be deemed to have occurred;

5.1.4 within 10 Working Days of the Validation Date (or such longer timeframe as may be agreed by the relevant Council and LRCH in writing), the relevant Council shall confirm in writing to LRCH either:

5.1.4.1 it rejects (with reasons) that all necessary Additional Legal Interests, Appropriate Interests and Confirmatory Deeds (as appropriate) required by **Clause 4.3** have been secured to permit commencement of the relevant Phase ("**Non-Acceptance Notice**"); or

- 5.1.4.2 it accepts that all necessary Additional Legal Interests, Appropriate Interests and Confirmatory Deeds (as appropriate) required by **Clause 4.3** have been secured to permit commencement of the relevant Phase ("**Acceptance Notice**")
- 5.1.5 in the event that pursuant to **Clause 5.1.4.1** above the Council serves a Non-Acceptance Notice (or fails to serve a Non-Acceptance Notice or an Acceptance Notice within the relevant 10 Working Day period (or longer timeframe, where agreed pursuant to **Clause 5.1.4.1**)) LRCH shall be entitled to refer the matter to the Expert for determination pursuant to **Clause 13**.
- 5.1.6 in the event that pursuant to **Clause 5.1.4.1** above the Council(s) serves a Non-Acceptance Notice LRCH may request that the Council and LRCH review the reasons for rejection and seek to reach an agreed position within a further 5 Working Days and where agreed between the parties this may result in revisions to the Secured Interest Request being submitted.
- 5.2 Where the area of land comprised in the relevant Phase includes more than one Council the written confirmation set out in Clause 5.1 above shall be required from each and every relevant Council.
6. **CONDITIONAL ENTRY INTO FORCE**
- 6.1 Subject to **clause 6.2** this Deed is conditional upon and will not take effect until:
- 6.1.1 the DCO is made by the Secretary of State; and
- 6.1.2 the Development is Commenced.
- 6.2 **Clauses 1, 2, 3, 6, 7 and 10 to 22 and paragraphs [] of Schedule []** come into effect on the date of this Deed and **clauses 4 and 5** come into effect once the DCO is made by the Secretary of State.
- 6.3 Subject to **clause 6.2**, where the DCO becomes the subject of any judicial review proceedings:
- 6.3.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Development has been Commenced; and
- 6.3.2 if following the final determination of such proceedings the DCO is in force, then this Deed will take effect in accordance with its terms.
- 6.4 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 6.4.1 proceedings by way of judicial review are finally determined:
- 6.4.1.1 when permission to bring a claim for judicial review has been refused and no further application may be made;
- 6.4.1.2 when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- 6.4.1.3 when the appeal is finally determined and no further appeal may be made.

7. DURATION

- 7.1 Save in relation to any antecedent breaches or liabilities already accrued under this Deed, this Deed will end (to the extent it has not already been complied with), if and to the extent that the DCO:
- 7.1.1 is quashed, revoked (provided that if the DCO is partially quashed or revoked the provisions of this Deed applicable to the remainder of the DCO shall continue to apply); or
 - 7.1.2 expires, in terms of the ability to exercise its powers, before Commencement (provided that if the DCO partially expires the provisions of this Deed to the applicable unexpired remainder of the DCO shall continue to apply).
- 7.2 Where and to the extent this Deed ends the Councils must each:
- 7.2.1 remove all entries made in the Register of Local Land Charges in respect of the relevant provisions of this Deed within 20 Working Days ceasing to have effect; and
 - 7.2.2 repay any Contributions which have been paid in accordance with the terms of this Deed and have not been spent or Committed.

8. LRCH'S COVENANTS WITH THE COUNCILS

- 8.1 LRCH, on behalf of itself and its successors in title to its respective interests in the Site covenants with the Councils:
- 8.1.1 to Comply with each obligation, covenant and undertaking on the part of LRCH contained in the **Schedules**;
 - 8.1.2 to notify the Councils within 10 Working Days of:
 - 8.1.2.1 Commencement of any Phase;
 - 8.1.2.2 Occupation of any Phase; and
 - 8.1.2.3 any trigger date requiring an obligation under this Deed to be complied with;
 - 8.1.3 not to allow Commencement of any Phase or Occupation of any Phase unless **clause 8.1.2** has been complied with;
 - 8.1.4 subject to **clause 8.1.5**, to notify the Councils within 10 Working Days of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged. The notice must contain details of the transferee's full name and registered office (if a company, or usual address if not) together with a plan showing the area of the Site purchased;
 - 8.1.5 [that no notice under **clause 8.1.4** need be given in respect of any transfer of part of the Site to a statutory undertaker or other person for the supply of Utilities or public transport services.]
- 8.2 LRCH hereby agree and declare from the date of this Deed that permission shall be granted to authorised officers of the relevant Councils upon reasonable notice and request and at reasonable times (except in an emergency) and subject to any instructions which any contractor may give to ensure safety for officers of the relevant Council (or their nominated representatives) to gain access to the Site in order to monitor compliance with this Deed.

9. THE COUNCILS' COVENANTS WITH LRCH

- 9.1 Each of the Councils covenant with LRCH to:

- 9.1.1 Comply with each obligation, covenant and undertaking on the part of the respective Councils contained in this Deed;
- 9.1.2 not to use or apply the Contributions other than for the respective purposes for which the Contributions are paid, as specified in this Deed;
- 9.1.3 to hold each Contribution in a [separately identified Interest Bearing Account] and apply the same together with any interest accruing for the respective purposes for which the Contributions are paid;
- 9.1.4 from time to time following a reasonable request by LRCH (but not more frequently than once every six months) to provide LRCH with a breakdown of expenditure from the Contributions that have been Committed or expended together with details of remaining funds held by the Councils and interest accrued thereon;
- 9.1.5 except for Contributions which are allocated to pay for a Contribution Contract which are dealt with under **clauses 9.1.6 to 9.1.8**, that if any, all or any part of the Contributions (including any interest earned which shall be treated as part of the relevant Contribution) have not been Committed or expended on the day [20 years] after the day on which the relevant payment was received or on the date the Deed ends (whichever is the earlier), the relevant Council shall repay the unspent portion to the party that made the relevant Contribution together with any interest accrued from the date of payment to the date of repayment unless any group appointed pursuant to provisions of this Deed to manage such Contributions decides that the Contributions continue to be required for the purposes identified in respect of such Contributions, for example monitoring of the effectiveness of mitigation measures or for further mitigation measures in the event that they are necessary;
- 9.1.6 **clause 9.1.8** applies if:
- 9.1.6.1 a Contribution Contract is revoked or terminated after the Relevant Date;
- 9.1.6.2 the relevant Council is repaid all or any part of a Contribution which had been Committed to that Contribution Contract; and
- 9.1.6.3 the relevant Council does not enter into a replacement Contribution Contract covering the same works, services or supplies within [twelve weeks] after revocation or termination of the previous Contribution Contract;
- 9.1.7 **clause 9.1.8** applies if all or any part of a Contribution is no longer payable under a Contribution Contract or if all or any part of a Contribution has not been paid under a Contribution Contract by the date [12 years] after the date the relevant payment was received by the relevant Council or the date the Deed ends (whichever is the earlier);
- 9.1.8 if the circumstances outlined in **clauses 9.1.6 or 9.1.7** are met, the relevant Council must repay the relevant part of the Contribution (including any interest earned) to the party that made the relevant Contribution to the relevant Council within eight weeks of receiving any repayment or it becoming clear that all or part of a Contribution is no longer payable or the date of the [12 years] time limit in **clause 9.1.7** has expired;
- 9.2 At any time after any or all of the obligations in this Deed are fulfilled and upon written request from any person who is at that time responsible for carrying out the relevant development consent obligation, the Councils must issue written confirmation of the development consent obligation being carried out, fulfilled or satisfied as appropriate.

10. **SUCCESSORS IN TITLE AND RELEASE**

- 10.1 References in this Deed to the Councils include the successors to their respective statutory functions and include persons deriving title through or under them.
- 10.2 Subject to **clauses 10.3 and 10.4** references to LRCH or any other person include its heirs, assigns, successors in title and persons deriving title through or under them except where there is an obligation on the Councils to repay any unspent or not Committed portions of a Contribution, in which case the reference to LRCH is to the person which paid the relevant Contribution to the Council.
- 10.3 The obligations in this Deed are not binding on or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of supplying Utilities or public transport services.
- 10.4 Subject to clause 10.5 and 10.6, if LRCH or any person disposes of its entire interest in the Site or in any part of it, LRCH or that person will be released from its obligations in this Deed which will no longer be enforceable against LRCH or that person in relation to the Site or that part of the Site disposed of.
- 10.5 Where there are obligations in this Deed which are still ongoing or outstanding at the date of the disposal by LRCH of its interest in any part of the Site, **clause 10.4** shall only apply where either:
- 10.5.1 LRCH continues to provide security in relation to those obligations pursuant to **clause 21** which the Councils have confirmed in writing is satisfactory; or
 - 10.5.2 the transferee in the relevant case has provided security in relation to those obligations which is equivalent to that referred to in **clause 20** and which the Councils have confirmed in writing is satisfactory.
- 10.6 The release of LRCH or any person under **clause 10.4** is without prejudice to any subsisting liability for any antecedent breach or antecedent failure to Comply with its obligations arising before parting with that interest.
- 10.7 Nothing in this Deed will prevent Compliance with any obligation under it before that obligation comes into effect, and early Compliance will not amount to a waiver of the effect of this **clause 10**.

11. **OTHER DEVELOPMENT**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission, development consent order or other statutory authority granted either before or after the date of this Deed, other than the DCO and any operations works or development in accordance with such a planning permission, development consent order or other statutory authority shall not constitute Commencement under the terms of this Deed.

12. **MORTGAGES OR CHARGES AFFECTING THE BOUND LAND**

- 12.1 The Parties agree that any mortgagee or chargee from time to time will only be liable for any breach of the provisions of this Deed:-
- 12.1.1 to the extent that such breach affects a part of the Site in which the mortgagee or chargee has an extant legal interest; and
 - 12.1.2 either arising or being extant during such period as it is a mortgagee or chargee in possession of the whole or any part of the Site.
- 12.2 A mortgagee or chargee will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the relevant part of the S106 Land.

13. **DISPUTE RESOLUTION**

- 13.1 If a dispute between the Parties persists beyond 10 Working Days and relates to any matter contained in this Deed (but excluding any matter of law), the dispute may be referred to the Expert by any party to the dispute. The Expert will act as an expert and not as an arbitrator. The Expert's decision shall be final and binding on the parties.
- 13.2 Each party will bear its own costs and the Expert's costs will be paid as determined by him.
- 13.3 The Expert will be appointed subject to an express requirement that he must reach his decision and communicate it to the relevant parties within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of his appointment to act. The Expert's decision will be given in writing with reasons and in the absence of manifest error will be binding on the parties to the dispute.
- 13.4 The Expert will be required to give notice to each of the parties to the dispute inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to such parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.
- 13.5 An Expert may be discharged and another appointed by the President if:
- 13.5.1 the Expert dies or becomes unwilling to act or incapable of acting; or
 - 13.5.2 the Expert fails to make or publish a determination within two months of appointment (or a longer period agreed in writing by the parties to the dispute); or
 - 13.5.3 for any reason the President thinks fit.
- 13.6 The time periods set out in this **clause 13** may be extended by the written agreement of the Parties acting reasonably.

14. **ENFORCEMENT PROTOCOL**

- 14.1 This clause is intended to provide guidance to the Parties as to how the Councils intend to operate enforcement of this Deed. It is not intended to be a binding enforcement protocol on the Parties, is not comprehensive and does not fetter the discretion of the Councils as statutory bodies. The Councils may take different action to that set out in this clause where they consider it appropriate to use their powers differently to ensure the proper exercise of their functions at the relevant time having regard to the circumstances. The remainder of this clause is subject to this **clause 14.1** and to **clause 14.8**.
- 14.2 Before taking action to enforce any of the provisions of this Deed, the Enforcing Council will give written notice to LRCH stating the nature of the breach, the steps required to remedy the breach and the timescale for remedying the breach.
- 14.3 Except in the case of emergency (when a shorter time period for responding may be specified by the Enforcing Council), LRCH will within five Working Days of receiving the notice give notification to the Enforcing Council of its response to the notice, including any claim that it will remedy the breach within the timescale for remedying the breach; the timescale is too short; that it rejects the notice for the reason it is not liable; or no breach has occurred. If the notification from LRCH states that LRCH is not liable, that notification shall confirm whether or not LRCH has an interest in the relevant part of the Site and the identity of any person which LRCH believes is now liable.
- 14.4 Without prejudice to **clause 14.5**, the Enforcing Council will be prepared to hold discussions, where they are requested, about the steps required to remedy the breach and timescale for remedying the breach.

14.5 If the breach for which LRCH has been contacted by the Enforcing Council above is not remedied within the timescale set, or LRCH fails to notify the Enforcing Council or rejects the notice, the Enforcing Council:

14.5.1 may take reasonable steps to give notice to other parties who may be liable under this Deed, identifying the breach, stating the steps requiring the breach to be remedied and the time within which the breach is to be remedied. In the case of emergency, the Enforcing Council may take such steps as are appropriate. Otherwise, the party receiving such notice will, within five Working Days of receiving the notice, give written notification to the Enforcing Council of its response, including any claim that it will remedy the breach within the timescale for remedying the breach; the timescale is too short; that it rejects the notice for the reason that it is not liable; or no breach has occurred. The Enforcing Council will be prepared to hold discussions with such parties, where they are requested; and

14.5.2 may consider and pursue other legal remedies.

14.6 Any notice given by an Enforcing Council pursuant to this clause may ask the recipient to confirm that he still has a legal interest in the relevant part of the Site (and state that any failure within ten Working Days from the receipt of the notice to give notice to the Council of any parting with his interest, any termination of his interest or the grant of a lease of longer than 99 years, may render such a person to continue to be liable for the breach concerned).

14.7 In the event of a dispute arising, the disputed matter may be referred to the Expert pursuant to **clause 13**.

14.8 Nothing in this clause shall prevent any Council taking action in the event of an emergency or within six months prior to the expiry of a limitation period.

15. **LEGAL COSTS**

15.1 LRCH covenants with the Councils to pay each of the Councils on completion of this Deed the reasonable legal costs incurred by them in connection with the preparation and completion of this Deed.

16. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

It is not intended that anything in this Deed will create any rights in favour of or be enforceable by any person who is not a party to this Deed under the Contracts (Rights of Third Parties) Act 1999.

17. **NOTICES**

17.1 Any notice or other written communication to be served on a Party or given by one Party to any other under the provisions of this Deed will be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party on whom it is to be served or to whom it is to be given and will conclusively be deemed to have been received on:

17.1.1 if delivered by hand, the next Working Day after the day of delivery;

17.1.2 if sent by post, the day two Working Days after the date of posting; or

17.1.3 if sent by recorded delivery, at the time delivery was signed for.

17.2 If a notice, demand or any other communication is served after 1600 on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

17.3 The address for any notice or other written communication shall be within the United Kingdom.

17.4 Where proceedings have been issued in the Courts of England the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

17.5 A notice or communication will be served or given on a party at the address set out above marked for the attention of the relevant party.

17.6 Any notice or other written communication to be given by the Councils will be deemed valid and effectual if on its face it is signed on behalf of the relevant Council by an officer or duly authorised signatory.

18. LOCAL LAND CHARGE

18.1 EDC, DBC, GBC, TC and ECC must register this Deed as a local land charge as soon as reasonably practicable after the date of this Deed.

18.2 EDC, DBC, GBC, TC and ECC must cancel all entries made in the Register of Local Land Charges relating to this Deed as soon as reasonably practicable after all obligations under this Deed have been satisfied.

19. JURISDICTION AND LEGAL EFFECT

19.1 This Deed will be governed by and interpreted in accordance with English Law.

19.2 Each clause sub clause paragraph schedule or plan shall be separate distinct and severable from each other to the extent only that if any clause sub clause paragraph schedule or plan is held by the courts to be invalid, illegal, void or unenforceable for any reason whatsoever then it shall be so severable and if it would be valid, legal or enforceable if modified then any modifications necessary to ensure such clause sub clause paragraph schedule or plan be valid legal and enforceable shall apply without prejudice to any other clause sub clause paragraph schedule or plan contained therein.

19.3 No waiver (whether expressed or implied) by the Councils of any breach or default by LRCH in Complying with any obligation, covenant or undertaking in this Deed will constitute a continuing waiver and no waiver will prevent the Councils from enforcing any obligation, covenant or undertaking or from acting upon any subsequent breach or default of any obligation, covenant or undertaking by LRCH.

20. INDEXATION, LATE PAYMENT AND VAT

20.1 LRCH covenant that any sum to be paid under this Deed to the Councils shall be increased by the application of the following formula from the date of this Deed to the date on which such sum is paid:

$$A = B \times C/D$$

where:

A is the sum to be paid pursuant to the terms of this Deed

B is the original sum stated in this Deed

C is the Relevant Index for the month two months before date the sum is paid

D is the Relevant Index for the month two months before the date of this Deed

C/D is equal to or greater than 1

20.2 If any payment due under this Deed is paid after the date it is due, Interest will be payable from the date payment is due to the date of payment.

20.3 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable in respect thereof and to the extent that any value added tax is payable then it shall be added to and paid to the relevant Council at the same time as the payment to which it relates.

21. SECURITY

21.1 Unless otherwise agreed in writing by the Councils LRCH hereby covenants with the Councils not to cause permit or suffer the Commencement of Development within any Phase until it has lodged with the Councils either one or more PCG (from one or more Guarantor) or a Bond for the Secured Amount.

21.2 IT IS HEREBY AGREED between the Parties that as soon as any of the Obligations which are covered by a PCG or Bond have been satisfactorily performed LRCH may apply in writing to the Councils for that PCG or Bond to be reduced (and in the case of a cash deposit repaid to the person who made the deposit) by the amount which has been allocated in that PCG or Bond to cover the satisfactory performance of the relevant Obligation or Obligations and if the Councils consider that the relevant Obligation or Obligations have been satisfactorily performed then it will notify LRCH of the reduced amount of the PCG or Bond or cash deposit amount and the PCG or Bond or cash deposit amount may be reduced by LRCH accordingly.

21.3 In relation to any PCG, if the Net Assets value of the Guarantor falls below [five times] the value of the Secured Amount the subject of the relevant PCG then unless otherwise agreed in writing by the Councils LRCH will provide the Councils with a replacement PCG or a Bond or a cash deposit in the same sum as the relevant PCG (as at the date thereof) within ten Working Days ("the Due Date") of the Net Assets value of the Guarantor falling below five times the value of the Secured Amount the subject of the relevant PCG and in such a situation all works of construction on the Development and all operation of the Development shall cease after the Due Date until such time as a replacement PCG or a Bond or a cash deposit in the same sum as the relevant PCG (as at the date thereof) has been provided to the Councils.

21.4 In the event that a Bond is provided pursuant to this **Clause 21** LRCH hereby covenant with the Councils as follows:-

21.4.1 unless otherwise agreed in writing by the Councils all work on the Development and all operation of the Development shall cease if at any time the Bond:

21.4.1.1 has less than 6 weeks until it expires; and

21.4.1.2 any of the Obligations which it covers remain to be fulfilled; and

21.4.1.3 it has not been replaced by a further Bond or PCG for the same amount as the Bond it replaces or a cash deposit for the same quantum as the Bond it replaces; and

21.4.1.4 in such a situation works of construction on the Development and all operation of the Development shall not recommence until a replacement Bond or PCG for the same quantum as the Bond it replaces or cash deposit for the same quantum as the Bond it replaces has been provided to the Councils;

21.4.2 The restriction set out in clause **20.5** shall apply in the same way to any replacement Bond and shall continue to apply to future replacement Bonds until such time as all the Obligations covered by a Bond have been satisfactorily carried out.

22. **COUNTERPARTS**

This Deed may be executed in any number of counterparts and by each of the Parties on separate counterparts each of which when executed and delivered shall be deemed to be an original, but all the counterparts together shall constitute one and the same agreement.

This document is executed as a deed and delivered on the date stated at the beginning of this document.

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[EXECUTION BLOCK PAGES]

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SCHEDULE 1

Land and title(s)

1. The Bound Land is the area of land shown shaded [xxx] on Plan 1.

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SCHEDULE 2

Public Transport

DRAFT

WORK IN PROGRESS

TO BE INSERTED

DRAFT

SCHEDULE 3

Connectivity - PROW and Green Corridors

DRAFT

WORK IN PROGRESS

TO BE INSERTED

DRAFT

SCHEDULE 4

Highways

DRAFT

WORK IN PROGRESS

TO BE INSERTED

DRAFT

SCHEDULE 5

Socio-Economic: Skills

DRAFT

WORK IN PROGRESS

TO BE INSERTED

DRAFT

SCHEDULE 6

Socio-Economic: Culture, Arts and Technology

DRAFT

WORK IN PROGRESS

TO BE INSERTED

DRAFT

SCHEDULE 7

Socio-Economic: Supply Chain

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WORK IN PROGRESS

TO BE INSERTED

DRAFT

SCHEDULE 8

Socio-Economic: Housing and other Community Impacts

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WORK IN PROGRESS

TO BE INSERTED

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SCHEDULE 9

Heritage

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WORK IN PROGRESS

TO BE INSERTED

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SCHEDULE 10

Environmental Health: Noise and Air Quality

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WORK IN PROGRESS

TO BE INSERTED

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SCHEDULE 11

Sustainability

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WORK IN PROGRESS

TO BE INSERTED

DRAFT

SCHEDULE 12

Ecology

DRAFT

WORK IN PROGRESS

TO BE INSERTED

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APPENDIX 1

Plans

Plan Number	Description	Reference
1	Site Location Plan	
2	LRCH Land	

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APPENDIX 2

Confirmatory Deed

Recitals:

- (A) This Confirmatory Deed relates to the Covenantor's land and interests the details of which are set out in the Schedule to this Confirmatory Deed and which is shown edged red on the plan annexed to this Confirmatory Deed (the "**Land**").
- (B) On [] the parties hereto entered into the Principal Deed (as defined within this Confirmatory Deed).
- (C) The Councils are the local planning authorities for the area within which the Land is situated and by whom the obligations contained in the Principal Deed (insofar as they are relevant and applicable to the Land and its development in accordance with the Planning Permission) and this Confirmatory Deed are enforceable
- (D) This Confirmatory Deed is required pursuant to Clause [4] of the Principal Deed to enable the Development to be carried out in that part of the Site within which the Land falls and is entered into for the purpose of ensuring that the agreements, covenants, undertakings and obligations contained in the Principal Deed (insofar as relevant and applicable to the Land and its development in accordance with the DCO) are binding on the Covenantor and the Land.

1. INTERPRETATION

- 1.1 Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned in the Principal Deed.
- 1.2 For the purposes of this Confirmatory Deed the following words and expressions have the following meanings:-

"Principal Deed" means the agreement dated [] between (1) Ebbsfleet Development Corporation, (2) Dartford Borough Council, (3) Kent County Council, (4) Gravesham Borough Council, (5) Thurrock Borough Council, and (6) Essex County Council (7) London Resort Company Holdings Limited [and (8) Secretary of State for Transport] (9) High Speed 1 Ltd (10) Network Rail] and entered into pursuant to section 106 of the 1990 Act.

2. OPERATION OF THIS CONFIRMATORY DEED

- 2.1 This Confirmatory Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the 1990 Act and section 1 of the 2011 Act, section 111 of the Local Government Act 1972, section 2 of the Local Government Act 2000 and all other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.
- 2.2 The obligations, covenants and undertakings contained in this Confirmatory Deed given to the Councils are planning obligations for the purposes of section 106 of the Act and are enforceable by the Councils for the area within which the Land is situated in accordance with the terms of the Principal Deed.
- 2.3 This Confirmatory Deed is executed by the Covenantor so as to bind and subject its interest in the Land (as detailed in the Schedule hereto) to the obligations, covenants, agreements and other provisions contained in the Principal Deed (insofar as relevant and applicable to the Land and its development in accordance with the DCO), and the Covenantor agrees that as from the date hereof the obligations, covenants and

undertakings in the Principal Deed shall be binding on the Land pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full with the intent that, subject to clause 6 below, the said obligations, covenants and undertakings shall be enforceable by the Councils, not only against the Covenantor but also against any successors in title to or assignees of the Covenantor and any person claiming through or under it an interest or estate in the Land as if the Covenantor had been an original covenanting party in respect of the Land when the Principal Deed was entered into.

- 2.4 The Councils covenant severally with the Covenantor in respect of the Land to perform the obligations, covenants and undertakings on their part contained in the Principal Deed.

3. COVENANTOR'S OBLIGATIONS

- 3.1 The Covenantor hereby covenants agrees and undertakes (for itself and its successors in title to the Land) that its interest in the Land (as detailed in the Schedule hereto) shall henceforth be bound by the obligations, covenants, agreements and other provisions contained in the Principal Deed as if that interest in the Land had been bound by the Principal Agreement when entered into and the Covenantor had been a party to the Principal Deed when it was executed by the parties set out in the Principal Deed insofar as the terms and obligations, covenants, agreements and other provisions remain to be complied with in accordance with the Principal Deed which are expressed to bind the whole or any part of the Site which includes the Land. Any references in the Principal Deed to "LRCH" shall be read to the extent required in accordance with this Confirmatory Deed as including references to the Covenantor.

4. COMPLIANCE BY THE COUNCILS

- 4.1 The Councils agree severally with the Covenantor that if and insofar as relevant to the Land and the development of it in accordance with the DCO they will comply with their respective obligations, covenants, agreements and undertakings contained in the Principal Deed if and to the extent that they affect or apply or relate to the Land and the obligations, covenants, agreements and/or other provisions under the Principal Deed which the Covenantor shall have undertaken in accordance with the terms of this Confirmatory Deed.

5. REGISTRATION

- 5.1 Immediately after the execution of this Confirmatory Deed, the Covenantor shall make an application to the Land Registry for entries relating to this Confirmatory Deed to be made against the Land and will inform the Councils' solicitors in writing as soon as such registration has been completed and supply the Councils' solicitors (at no cost to the Councils or their solicitors) with copies of such registration.
- 5.2 If the Covenantor fails to make the application as aforesaid within 3 (three) months of the date of this Confirmatory Deed, the Covenantor hereby gives its consent to the Councils making an application to register this Confirmatory Deed as aforesaid and thereafter the Councils shall be entitled to recover the expenses incurred in doing so

from the Covenantor and the Covenantor hereby covenants with the Councils to do or concur in doing all things necessary or advantageous to enable the entries to be made.

5.3 This Confirmatory Deed is a local land charge and shall be registered as such by the relevant Council.

5.4 The Covenantor may at any time after all the obligations set out in the Principal Deed relevant to the Land have been performed or otherwise discharged apply to the Land Registry to remove the entries relating to this Confirmatory Deed against the Land.

IN WITNESS whereof the parties have executed this Deed and delivered it on the day and year first above written

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SCHEDULE ONE

CONFIRMATORY DEED LAND INTERESTS

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APPENDIX 3

Draft Form of Guarantee

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