

DATED

2017

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET

- and -

COUNTRYSIDE PROPERTIES (UK) LIMITED

-and-

LONDON & QUADRANT HOUSING TRUST

-and-

COUNTRYSIDE PROPERTIES (HOLDINGS) LIMITED

4th SUPPLEMENTAL AGREEMENT

Regeneration Phases 3-5, Dollis Valley, London



HB Public Law
Harrow Council
Station Road
Harrow HA1 2UH

Ref: EBAC-HL007-027898

BETWEEN:

- (1) **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of the North London Business Park, Oakleigh Road South, London N11 1NP ("the Council"); and
- (2) **COUNTRYSIDE PROPERTIES (UK) LIMITED** (Company number 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT ("the Partner"); and
- (3) **LONDON & QUADRANT HOUSING TRUST** (an industrial and provident society registered under the Industrial and Provident Societies Act 1965 under company registration number 30441R and a Homes and Community Agency Registered Number L4517), having its registered office at One, Kings Hall Mews, London, SE13 5JQ ("the Registered Provider "); and
- (4) **COUNTRYSIDE PROPERTIES (HOLDINGS) LIMITED** (Company number 5555391) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT ("the Guarantor").

RECITALS:

- A. The parties entered into the Development Agreement for the development of land at Dollis Valley.
- B. The parties entered into the First Supplemental Agreement to discharge pre-conditions under the Development Agreement and to allow the Building Lease of Regeneration Phase 1 to be granted.
- C. The parties entered into the Second Supplemental Agreement providing for the grant of the Building Lease of Regeneration Phase 2a.
- D. The parties entered into the Third Supplemental Agreement to enable full vacant possession of regeneration Phase 2 to be achieved and to deal with the issues of stamp duty land tax between the Council, the Partner and third party residents.

- E. The Partner has completed Regeneration Phase 1 and is progressing with the construction of Regeneration Phases 2a and 2b at the Regeneration Site.
- F. In order to enable Regeneration Phases 3, 4 and 5 to proceed without the necessity of making any further compulsory purchase orders the Council and the Partner have agreed to vary the Development Agreement and the CPO Indemnity Agreement on the terms set out in this deed.
- G. The Parties have agreed to vary the Development Agreement and the CPO Indemnity Agreement to enable:-
- i. direct acquisition of the Properties and any Non Residential Land Interest by the Council (either by Private Treaty or by use of the Council's CPO powers); and
 - ii. for the Partner to pay to the Council on the grant of the Building Lease for the relevant Regeneration Phase the original purchase price or the then prevailing market value for the Properties (whichever is the greater), disregarding any improvement works carried out by the Council following acquisition; and
 - iii. for the Partner to refund to the Council all of the Council's costs on an indemnity basis (including any Home Loss and Disturbance Payments) incurred and/or made by the Council as a result of the Council directly acquiring any of the Properties and any Non Residential Land Interest; and
 - iv. for the Council to be entitled (in the Council's absolute discretion and at its own cost) to re-fit/improve and use the Properties for temporary homeless accommodation pending transfer of the Properties to the Partner on the grant of a Building Lease of the relevant Regeneration Phase ; and
 - v. the Council to pay shared equity funding and New Home SDLT Allowances to the Partner as lump sum payments in respect of any Qualifying Resident who enters into a Council's Shared Equity Charge upon completion of such charge, rather than being treated as an allowance against the Council Land Value.
- .

- H. The parties entered into the CPO Indemnity Agreement in order to ensure that the Council was indemnified by the Partner against the costs of any CPO, Highways Orders and necessary related consents needed to facilitate and complete the Regeneration.
- I. The parties agree it is necessary to clarify the terms of the CPO Indemnity Agreement to ensure that the Council is fully indemnified against all of the costs, expenses and disbursements relating to the acquisition and management of the Properties (but not extending to the costs of managing temporary tenants placed by or on behalf of the Council other than the costs of decanting the Properties and obtaining vacant possession pursuant to a notice requiring vacant possession served by the Partner under this Supplemental Agreement) pending transfer to the Partner:
- J. The Registered Provider and Guarantor have agreed to join in this Fourth Supplemental Agreement to record their agreement and consent to the variations to the Development Agreement and CPO Indemnity Agreement.

IT IS AGREED AND DECLARED AS FOLLOWS:

Interpretation & Definitions

1. The interpretation provisions in clauses 1.2 to 1.11 of the Development Agreement shall apply to this Fourth Supplemental Agreement.
2. In this Fourth Supplemental Agreement words and phrases shall have the same meanings as are ascribed to those words and phrases in the Development Agreement or the CPO Indemnity Agreement as may be supplemented and/or varied by this Fourth Supplemental Agreement as follows:

“Advance Acquisition”

means the acquisition or attempted acquisition by the Council of any Property or other Non-

Residential Land Interest

“Building Lease”, “Council Land Value”, “Council’s Shared Equity Charge” shall have the same meanings as are ascribed to those words and phrases in the **“Highways Orders” “Home Loss and Disturbance Payments”, “Land Interest”** Development Agreement and the CPO Indemnity Agreement and as may be varied by **“Market Value” “Overage”,** this Fourth Supplemental Agreement **“Regeneration”, “Regeneration Phase”**

“Base Rate Interest” means interest calculated at the base rate of the Co-Operative Bank plc during the relevant period

“CPO” means the London Borough of Barnet (Dollis Valley Estate) Compulsory Purchase Order 2014 made pursuant to the Town and Country Planning Act 1990 Section 226(1) (a) and the Acquisition of Land Act 1981 made on 31st January 2014 and subsequently confirmed on 29th July 2014 and operative with effect from 7th August 2014

“CPO Indemnity Agreement” means the agreement dated 1st October 2012 made between the Council , the Partner and the Guarantor

“Development Agreement” means the agreement for the development of land at Dollis Valley dated 1st October 2012 and made between the parties hereto as varied by three previous Supplemental Agreements

“First Supplemental Agreement”	means the first agreement made between the parties that varied the Development Agreement and is dated 4th February 2014
“FOI Legislation”	means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 as amended
“GVD Target Implementation Date”	means 7 th July 2017
“Leaseholder Option Agreement”	means an option agreement in the form attached at Schedule 4 for the acquisition of a leaseholder’s (other than a Qualifying Resident Leaseholder’s) interest in a Property by the Partner
“New Home SDLT Allowances”	means the stamp duty land tax allowance made by the Partner to each Resident in respect of any Council Shared Equity Charge to be calculated on the basis set out in the Third Supplemental Agreement
“Non Residential Land Interest”	means the substations known as substations C & D registered under title number NGL82195
“Principal Compensation Sum”	means a sum paid or payable to the owner of any Property pursuant to the implementation of the CPO in respect of the market value of that Property
“Properties”	any one or more of the leasehold residential properties listed in Schedule 1 hereto and the expression “Property” shall be construed accordingly

“Qualifying Resident Leaseholder”	means a resident leaseholder of a Property who qualifies for a Council’s Shared Equity Charge, which residents so qualifying at the date hereof are marked with an * in Schedule 1
“Regeneration Phase 2”, “Regeneration Phase 2a” and “Regeneration Phase 2b”	shall have the same meanings as are ascribed to those words and phrases in the Second Supplemental Agreement’
“Regeneration Phase 3”	means the whole of phase 3 of the Regeneration as is shown edged in red on the plan annexed hereto at Schedule 6 marked 'Regeneration Phase 3 Plan'
“Regeneration Phase 4”	means the whole of phase 4 of the Regeneration as is shown edged in red on the plan annexed hereto at Schedule 6 marked 'Regeneration Phase 4 Plan'
“Regeneration Phase 5”	means the whole of phase 5 of the Regeneration as is shown edged in red on the plan annexed hereto at Schedule 6 marked 'Regeneration Phase 5 Plan'
“Regeneration Phase 3 Notice of Drawdown Date”	means 30 September 2018
“Regeneration Phase 4 Notice of Drawdown Date”	means 31 st March 2021
“Regeneration Phase 5 Notice of Drawdown Date”	means 31 st May 2022
“Regeneration Phase Notice of	means either the Regeneration Phase 3 Notice

Drawdown Date	of Drawdown Date, the Regeneration Phase 4 Notice of Drawdown Date or the Regeneration Phase 5 Notice of Drawdown Date as the context admits
“Second Supplemental Agreement”	means the second agreement made between the parties that varied the Development Agreement and is dated 19th June 2015
“Shared Equity Leaseholder Option Agreement”	means an option agreement in the form attached at Schedule 5 for the acquisition of a Qualifying Resident Leaseholder’s interest in a Property by the Partner
“Supplemental Agreements”	means collectively the First, Second and Third Supplemental Agreements
“Third Supplemental Agreement”	means the third agreement made between the parties that varied the Development Agreement and is dated 6 th July 2015
“Transfer Sum”	<p>means for each Property a sum equivalent to the greater of:</p> <p>(a) the purchase price or the Principal Compensation Sum (as the case may be) actually paid or payable for the acquisition of that Property by the Council; or</p> <p>(b) the Market Value of that Property as at one month prior to the date of transfer to the Partner disregarding the value of any improvements made to the Property since its acquisition by the Council</p> <p>PLUS in addition to the sum at (a) or (b) (as the</p>

case may be) the Home Loss and Disturbance Payments paid or payable by the Council in respect of the Property and the Base Rate Interest on those Home Loss and Disturbance Payments from the actual date of payment by the Council to the date of payment of the Transfer Sum

PROVIDED THAT if on the date that the Transfer Sum is to be paid to the Partner the Principal Compensation Sum and/or Home Loss and Disturbance Payments are yet to be ascertained the Council (acting reasonably) shall make a reasonable estimate of such sums which shall be deemed to be part of the Transfer Sum.

General

3. This Fourth Supplemental Agreement is supplemental and collateral to the Development Agreement and the CPO Indemnity Agreement.
4. From and including the date hereof the Development Agreement and the CPO Indemnity Agreement shall be read and construed as varied to give proper effect to this Fourth Supplemental Agreement. The Development Agreement and the CPO Indemnity Agreement as varied shall remain in full force and effect.

Guarantee

5. The Guarantor guarantees to the Council all of the obligations of the Partner in this Fourth Supplemental Agreement ("the Guaranteed Obligations") as primary obligor and shall indemnify the Council in respect of all losses, damages, costs and expenses incurred by the Council as a result of a breach by the Partner of the Guaranteed Obligations.

6. The liability of the Guarantor under this clause shall not be impaired, discharged or otherwise affected by:
- i. any time or indulgence granted by the Council to the Partner; or
 - ii. the Partner being dissolved or being struck off the register of companies or otherwise ceasing to exist; or
 - iii. the end of the Development Agreement ; or
 - iv. any other act, event or omission which but for this provision would or might operate to impair, discharge or otherwise affect the obligations of the Guarantor under this Supplemental Agreement.
7. The Guarantor's guarantee and other obligations under the Development Agreement and CPO indemnity Agreement shall remain fully effective and, to the extent that this Fourth Supplemental Agreement varies the terms of the Development Agreement and/or the CPO Indemnity Agreement, shall apply to the Development Agreement and CPO Indemnity Agreement as varied.

The CPO Indemnity Agreement

8. The Parties hereby agree that in relation to the Properties and any Non Residential Land Interest within Regeneration Phases 3 and 4 and 5 only:
- i. Clauses 3 and 4 of the CPO Indemnity Agreement entitled "**The Council's Obligations**" and "**Transfer of Interest**" shall be replaced by the new clauses 3 and 4 set out at Schedule 2 hereto; and
 - ii. Schedule One of the CPO Indemnity Agreement entitled "**CPO Costs**" shall be replaced by the provisions set out at Schedule 3 hereto.

9. The CPO Indemnity Agreement as originally drawn shall continue to apply in full force and effect in relation to Regeneration Phases 1, 2A and 2B.

Shared Equity Arrangements etc

10. The Partner shall keep the Council fully informed as to the progress of transactions pursuant to Leaseholder Option Agreements and Shared Equity Leaseholder Option Agreements. The Partner shall not agree pursuant to a Shared Equity Leaseholder Option Agreement purchase prices for those Properties and the sale prices for a new home offered to any Qualifying Resident Leaseholder without the consent of the Council such consent not to be unreasonably withheld and delayed where the Partner can demonstrate that sale prices and purchase prices are consistent with (i) its marketing strategy; and (ii) (if applicable) the sale and purchase prices achieved for other properties within the relevant Regeneration Phase; and (iii) the sale and purchase prices achieved for other properties within previous Regeneration Phases taking into account changes in market conditions since the date of those transactions PROVIDED THAT in the absence of agreement those prices shall be determined in accordance with the dispute resolution provisions of the Development Agreement.
11. Subject to compliance with clause 10 the Council agrees to enter into a Council's Shared Equity Charge with a Qualifying Resident Leaseholder as required by the terms of a Shared Equity Leaseholder Option Agreement and to pay the value of the Council's Shared Equity Charge and the corresponding New Home SDLT Allowance to the Partner as a lump sum upon completion of the relevant Council's Shared Equity Charge. When calculating the completion monies due for the purchase of the new home, the Partner shall allow to the Qualifying Resident Leaseholder a sum equivalent to the sum the Partner receives from the Council under this clause.
12. For the avoidance of doubt, subject to the Council's compliance with clause 11 above, the Partner may not off-set the sums due under clause 11 or make any deductions from the sums payable by the Partner to the Council in respect of the Council Land Value and Overage (if any) for a Regeneration Phase. The definition of Council Land Value and paragraph 3.5 of Schedule 25 of the Development Agreement shall be construed as amended by clauses 11 and 12 of this Fourth Supplemental Agreement.

13. New Home SDLT Allowances in respect of any new property to be acquired by a Qualifying Resident Leaseholder which is subject to a Council's Shared Equity Charge shall be calculated on the basis provided for by the Third Supplemental Agreement and documented in accordance with the Third Supplemental Agreement.

This Fourth Supplemental Agreement has been executed as a deed and delivered on the date hereof.

THE COMMON SEAL of the)
MAYOR AND BURGESSES OF)
THE LONDON BOROUGH OF)
BARNET was hereunto affixed in the)
presence of:-

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of)
COUNTRYSIDE PROPERTIES)
(UK) LIMITED was hereunto affixed)
In the presence of:-)

Authorised Signatory

Authorised Signatory

THE COMMON SEAL of)
LONDON & QUADRANT HOUSING TRUST)
was hereunto affixed in the presence of:)

Authorised signatory

Authorised signatory

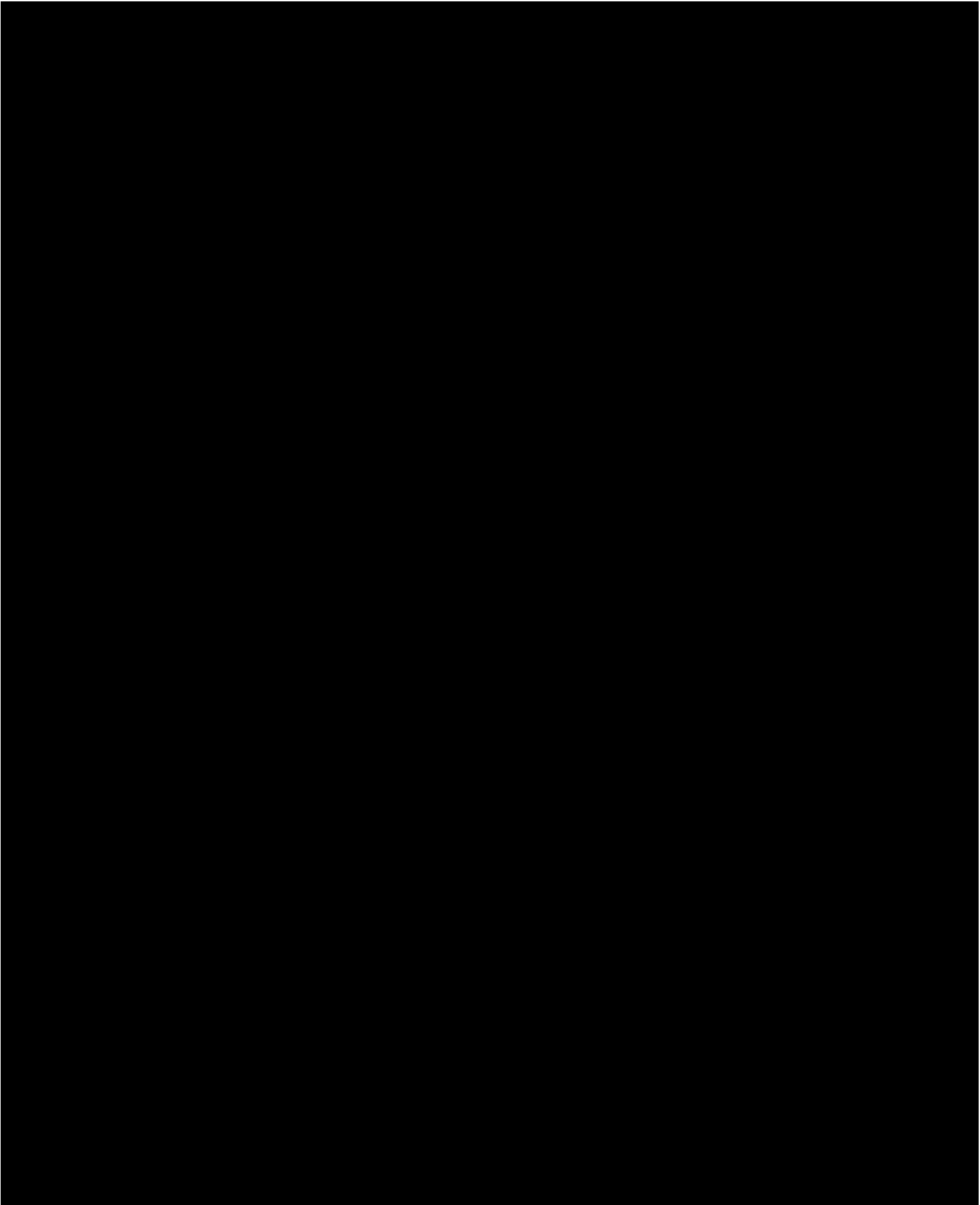
THE COMMON SEAL of)
COUNTRYSIDE PROPERTIES)
(HOLDINGS) LIMITED was hereunto affixed)
In the presence of:-)

Authorised Signatory

Authorised Signatory

SCHEDULE 1

Details of the Properties that may be acquired directly by the Council



SCHEDULE 2
Amendments to the CPO Indemnity Agreement
in Respect of Regeneration Phases 3,4 and 5

3. The Council's Obligations

- 3.1 The Council agrees with the Partner as follows:
- 3.1.1 The Council will keep the Partner informed and will consult with the Partner prior to the making of any GVD or serving any Notice to Treat pursuant to the CPO **provided that** the Council shall be entitled to disregard the Partner's views and may make a GVD and/or serve any Notice to Treat at any time before 7th August 2017 in respect of the Properties or any Non Residential Land Interest without the prior consent of the Partner;
- 3.1.2 the Council will keep the Partner informed and will consult with the Partner prior to taking action in connection with the negotiation of a contract for or the purchase of a Property or a Non Residential Land Interest at Market Value and in determining the purchase price and any compensation payable shall be required to have due regard to the advice of the Surveyor **provided that** that subject as aforesaid, the Council shall be entitled to disregard the Partner's views and negotiate for or contract to purchase or acquire or become liable to acquire any Property or Non Residential Land Interest without the consent of the Partner;
- 3.1.3 to notify the Partner of the service of and provide the Partner with a copy of any Blight Notice served on the Council and where requested to do so in writing by the Partner within twenty (20) Working Days of the delivery of the copy of the Blight Notice to them to serve a counter-notice unless the Council considers that there are no grounds and thereafter the Council will keep the Partner advised of negotiations and not agree to more than statutory compensation in respect of such Blight Notice;
- 3.1.4 not to withdraw the CPO (except in accordance with clause 21) or otherwise exclude from the CPO any Property or Non Residential Land Interest;

4. Transfer of Interest

4.1 The Council and the Partner agree as follows:

The Properties

4.1.1 The Partner shall use reasonable endeavours to either:

- (a) enter into option agreements with the owners of the Properties prior to the GVD Target Implementation Date, such option agreements to be substantially in the form of the Leaseholder Option Agreement or the Shared Equity Leaseholder Option Agreement (as the case may be); or
- (b) in the event that the owner of a Property wishes to complete a disposal of its interest prior to the GVD Target Implementation Date to negotiate terms (to be approved by the Council acting reasonably) for the Council to acquire that Property at Market Value plus Home Loss and Disturbance Payments.

4.1.2 If terms are agreed under clause 4.1.1(b) the Council shall use reasonable endeavours to acquire the relevant Property by agreement prior to the GVD Target Implementation Date.

4.1.3 The Partner consents to the Council making a GVD or serving a Notice to Treat on or after the GVD Target Implementation Date in respect of any Property that on that date shall not be subject to an exchanged option agreement in favour of the Partner or which has not been acquired by agreement by the Council in accordance with paragraphs 4.1.1 and 4.1.2 above.

4.1.4 In the event that the Council makes a GVD or serves a Notice to Treat or acquires or becomes liable to acquire any of the Properties the Council shall in its absolute discretion be entitled to re-fit and/or improve and use the Properties for residential accommodation in accordance with the performance of the Council's functions and duties until such time as the Property is transferred by the Council to the Partner in accordance with paragraph 4.1.6 below

- 4.1.5 The Partner shall give at least ten months prior notice in writing to the Council that it requires the Council to obtain vacant possession of any Property that has been acquired by the Council either compulsorily or by agreement, such notice to expire not sooner than the Regeneration Phase Notice Drawdown Date for the Regeneration Phase in which that Property is located. Upon receipt of the said notice the Council shall use all reasonable endeavours to obtain vacant possession of the specified Property as soon as reasonably practicable and in any event by the Regeneration Phase Notice Drawdown Date.
- 4.1.6 The Partner shall on the completion of the Building Lease for the relevant Regeneration Phase pay to the Council the Transfer Sum for each Property that has been acquired by the Council in that Regeneration Phase.
- 4.1.7 If any part of a Transfer Sum paid pursuant to clause 4.1.6 shall have been an estimate on account of the Principal Compensation Sum and / or the Home Loss and Disturbance Payments not having been ascertained at the time of transfer then within one month of such sums being ascertained either:
- (a) if the Transfer Sum paid represents an overpayment the Council shall refund the amount of the overpayment to the Partner; or
 - (b) if the Transfer Sum represents an underpayment, the Partner shall pay the amount of underpayment to the Council.
- 4.1.8 The Council shall use reasonable endeavours where it is practicable and economic to do so to let any Property in Regeneration Phases 4 or 5 acquired by the Council in accordance with paragraph 4.1.2 pending its transfer to the Partner on the grant of a Building Lease,. In the event that it is unable to do so, or when vacant possession is achieved following service of a notice by the Partner in accordance with paragraph 4.1.5 or otherwise once vacant possession is achieved in relation to any Property in Regeneration Phase 3 the Council shall notify the Partner in writing that the Partner is to assume responsibility for the costs of holding and managing the Property.

- 4.1.9 Upon receipt of the notice referred to in paragraph 4.1.8 the Partner shall indemnify the Council against all reasonable and proper costs and expenses and other liabilities thereafter incurred by the Council arising in respect of the relevant Property (including without prejudice to the generality of the foregoing) the costs of management, necessary works of maintenance and repair, the complying with all legal requirements, securing the Property from unauthorised access and occupation and removing unauthorised persons, and all other reasonable and proper outgoings and expenses (including Council Tax) affecting the Property) pending the handover of that Property to the Partner on the grant of the relevant Building Lease.
- 4.1.10 The Council shall permit the Partner to place a guardian from a reputable guardian organisation (approved by the Council such approval not to be unreasonably withheld or delayed) into any vacant Property notified under paragraph 4.1.8 in order to defray the Partner's costs of complying with paragraph 4.1.9. The Partner shall indemnify the Council against any reasonable and proper costs, expenses or other liabilities arising from the occupation and use of the Property by the guardian and the Partner shall not be entitled to delay completion of the Building Lease due to the occupation of any Property by a guardian.
- 4.1.11 The Partner shall take all necessary steps to ensure that the Leaseholder Option Agreements and Shared Equity Leaseholder Option Agreements entered into in respect of the Properties are legally enforceable against the owner and any successors in title, including obtaining the consent of any mortgagee and registration against the Land Registry title to the relevant Property. On the expiry or sooner determination of the Development Agreement, or if any option agreement has not been exercised by the Partner and less than three months remain before the contractual expiry of such option agreement, the Partner will promptly at the Council's written reasonable request assign to the Council (without payment) the benefit of any subsisting option agreements affecting the Properties.

Other Non Residential Land Interests

- 4.2.1 The Partner consents to the Council making a GVD or serving a Notice to Treat on the GVD Implementation Date in respect of any Non Residential Land Interest (not being a Property)

that on that date shall not be subject to an exchanged option agreement in favour of the Partner or which has not already been acquired by agreement by the Council.

- 4.2.2 As soon as the Council shall become entitled to a Non Residential Land Interest that is not one of the Properties provided that land is vacant and is not required by the Council in respect of the beneficial occupation of any of the Properties or any other residential property on the estate and is not otherwise let to a statutory undertaker providing services to the Regeneration site the Council shall be entitled to serve notice in writing on the Partner requiring the Partner to assume responsibility for the costs of holding and managing that land and the provisions of clause 4.1.9 shall apply in relation to that land. Provided that the Partner has paid all CPO Costs in relation to a Non Residential Land Interest it shall be included in the Building Lease on the drawdown of the relevant Regeneration Phase.
- 4.2.3 The Council shall not undertake any works (other than in accordance with the Development Agreement) to any property within any Non Residential Land Interest that is not one of the Properties without the prior written approval of the Partner other than in the case of an emergency or in case of any necessary works to enable the ongoing beneficial use of any of the Properties by the tenants of the Council or by any statutory undertakers providing services to the Regeneration site.
- 4.3 The Partner shall indemnify the Council in respect of all actions, claims, costs, expenses damages, awards, compensations, fines and other liabilities howsoever and whensoever arising out of or in connection with any use of land by the Partner prior to the Phase being drawn down by the Partner other than those arising from the acts of negligence of the Council.

SCHEDULE 3

Amendments to Schedule One of the CPO Indemnity Agreement

In Respect of the Properties and Non Residential Land Interests in Regeneration Phases 3, 4 and 5

Advanced Acquisitions and CPO Costs , Professional and Administrative Costs

The Partner shall reimburse the Council on an indemnity basis the following:

1. The purchase price or any compensation (including an Advance Payment) and any damages for acquisition by the Council of any Non Residential Land Interest and/or Properties:
 - (a) pursuant to the CPO;
 - (b) as a result of any valid Blight Notice;
 - (c) as a result of any valid purchase notice served under the provisions of Section 137 of the Act; or
 - (d) as an Advance Acquisition by agreement in advance of the Council exercising its rights pursuant to the CPO by way of a Notice to Treat, Notice of Entry, GVD (general vesting declaration) or via any other means.
2. Any payment under the Land Clauses Consolidation Act 1845, the Compulsory Purchase Act 1965 or the Land Compensation Acts 1961 and 1973 (or any payment lawfully required as a result of the amendment of any of these enactments) made as a result of the acquisition of the Properties or any Non Residential Land Interests (including, for the avoidance of doubt, any payment pursuant to sections 23-29 of and schedule 3 to the Land Compensation Act 1961).
3. The purchase price or any compensation (including any payment for severance, injurious affection, disturbance, injury, loss and/or inconvenience) payable as the result of the severance of land in common ownership.
4. Any reasonable and proper legal, valuation or other costs and expenses payable to a claimant.

5. All disturbance and statutory home loss payments to which any owner or occupier is lawfully entitled.
6. Any compensation payment pursuant to the provisions of sections 236 or 237 of the Act or any other statutes intended for similar purposes.
7. All SDLT and Land Registry fees payable in respect of the acquisition by the Council of the Properties and/or any Non Residential Land Interests.
8. The Council's reasonable and proper internal and external costs including legal surveying and other professional costs in connection with the Highways Orders or related orders (including highway closures or diversions) and including the costs of any public inquiry including witness and proofs of evidence and Counsel's fees and of any subsequent litigation or legal challenge (other than arising solely from the negligence of the Council) together with any statutory compensation or other payments required to be paid by the Council to any third party as a result of the Highways Orders or related orders.
9. All costs and expenses incurred or to be incurred by the Council arising from or directly in connection with:
 - (a) an Advance Acquisition;
 - (b) implementing the CPO (by notices or by invitation to treat or by general vesting declaration) including all disturbance, statutory home loss payments, Stamp Duty Land Tax and other compensation to which any owner or occupier is lawfully entitled;
 - (c) negotiating for the payment of any costs to owners or claimants;
 - (d) holding and managing the acquired Properties and any Non Residential Land Interest acquired by the Council (including the payment of rent, insurance, taxes, outgoings and service charge and for repairs and maintenance which is not otherwise recoverable from any occupiers but excluding the costs of housing of temporary tenants placed by or on behalf of the Council (other than the costs of

decanting the Properties and obtaining vacant possession pursuant to a notice requiring vacant possession served by the Partner under this Supplemental Agreement));

- (e) implementing the sheriff's warrant procedure necessary to secure vacant possession of the Properties or a Non Residential Land Interest including all reasonable and proper legal, surveyors, valuation, expert witness, advertising, project management costs and other related professional costs and disbursements reasonably and properly incurred.
- (f) the process of decanting occupiers of the Properties in order to obtain vacant possession of the Properties prior to handover to the Partner.
- (g) securing vacant possession of any Property and Non Residential Land Interest including the service of notices to quit and any necessary court or other legal action required in respect of any persons and/or tenants of the Council occupying land where possession is required in order to implement the Redevelopment;
- (h) the rehousing by the Council of any person displaced from a dwelling in consequence of the Council acquiring any Property;
- (i) the putting in place of any necessary renewal leases of the sub-stations located at the Regeneration Site and (acting in consultation with the Partner) the negotiation of terms and conclusion of documentation for any relocation of the sub-stations to enable the Regeneration;
- (j) all other professional, project management , staff and administrative costs incurred by the Council as a result of carrying out its obligations in respect of the Properties and any Non Residential Land Interest under the CPO Indemnity Agreement and the Development Agreement (as amended by this Fourth Supplemental Agreement).

10. All costs and expenses incurred or to be incurred in connection with prosecuting or defending any of the following:
 - (a) any application for judicial review and/or statutory and/or legal challenge
 - (b) any reference to the Upper Tribunal (Lands Chamber) or the Court for the determination of the statutory compensation payable in respect of the acquisition of the Properties or any Non Residential Land Interest;
 - (c) any reference to the Upper Tribunal (Lands Chamber) or the Court following the service of a Blight notice; and
 - (d) any other claim reference or proceeding in connection with or arising out of the advanced acquisition and/or compulsory purchase processes in respect of the Properties and any Non Residential Land Interest;
 - (e) all costs incurred by the Council as a result of taking or defending any action in any Court arising out of a claim that the Council acted in a manner which is incompatible with a Convention right (as defined by Section 6(1) of the Human Rights Act 1998) including any costs, fees or expenses awarded by any Court) and any compensation payable pursuant to section 8 of the Human Rights Act 1998;
 - (f) any request for information (held by the Council) pursuant to the FOI legislation.
11. All irrevocable VAT or other similar tax or duty which the Council is required to pay in connection with any of the above sums provided the Council shall use reasonable endeavours to recover all such VAT or similar tax or duty.
12. With the exception of the Transfer Sum which shall be payable by the Partner to the Council as detailed in clause 4.1.6 above, all sums listed in clauses 1- 11 of this Schedule shall be paid by the Partner to the Council as soon as the sum is incurred by the Council but in any event within 30 days of the date of an invoice from the Council to the Partner itemising the sum due.

13. Where any costs (for example the costs of obtaining possession orders or decanting costs) are incurred by the Council jointly in relation to the Properties and other residential properties occupied by non-secure tenants in Regeneration Phases 3, 4 and 5 those costs shall be apportioned fairly and reasonably by the Council to determine the proportion that is recoverable by the Council from the Partner under the terms of this Compulsory Purchase Indemnity Agreement.
14. The Council and the Partner will act in good faith and openly and transparently towards each other in relation to all costs incurred / due under this Schedule.

SCHEDULE 4
Leaseholder Option Agreement

SCHEDULE 5

Shared Equity Leaseholder Option Agreement

SCHEDULE 6

Regeneration Phase 3, 4 and 5 Plans

Dated

2017

(1)

(2) COUNTRYSIDE PROPERTIES (UK) LIMITED

OPTION AGREEMENT

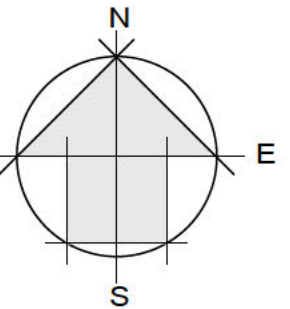
relating to leasehold property known as address



LEGEND:



PHASE 3



BDG DESIGN (SOUTH) Ltd
Southway House
29 Southway, Colchester
Essex CO2 7BA
Tel: 01206 561436
Fax: 01206 574821
E-Mail: BDG_enquires@bdg-design.co.uk

CLIENT

Countryside
Properties

PROJECT

DOLLIS VALLEY ESTATE

DRAWING TITLE

**CONVEYANCE PLAN
REGENERATION PHASE 3 PLAN**

DRAWING STATUS

FOR INFORMATION

REVISIONS

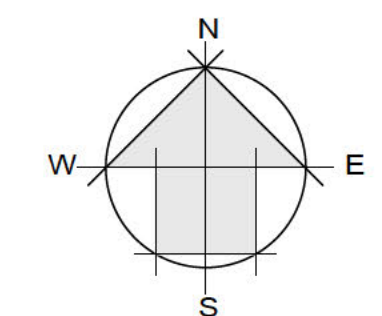
No dimensions are to be scaled from this drawing
All written dimensions to be checked by the contractor
and any discrepancies notified immediately to BDG

SCALE 1:1250	DATE APR '17	DRAWN SPE	CHECKED
-----------------	-----------------	--------------	---------

NUMBER H00391-CON-109	REV.
--------------------------	------



LEGEND:



BDG DESIGN (SOUTH) Ltd
 Southway House
 29 Southway, Colchester
 Essex CO2 7BA
 Tel: 01206 561436
 Fax: 01206 574821
 E-Mail: BDG_enquires@bdg-design.co.uk

CLIENT

Countryside Properties

PROJECT

DOLLIS VALLEY ESTATE

DRAWING TITLE

**CONVEYANCE PLAN
 REGENERATION PHASE 4A & 4B PLAN**

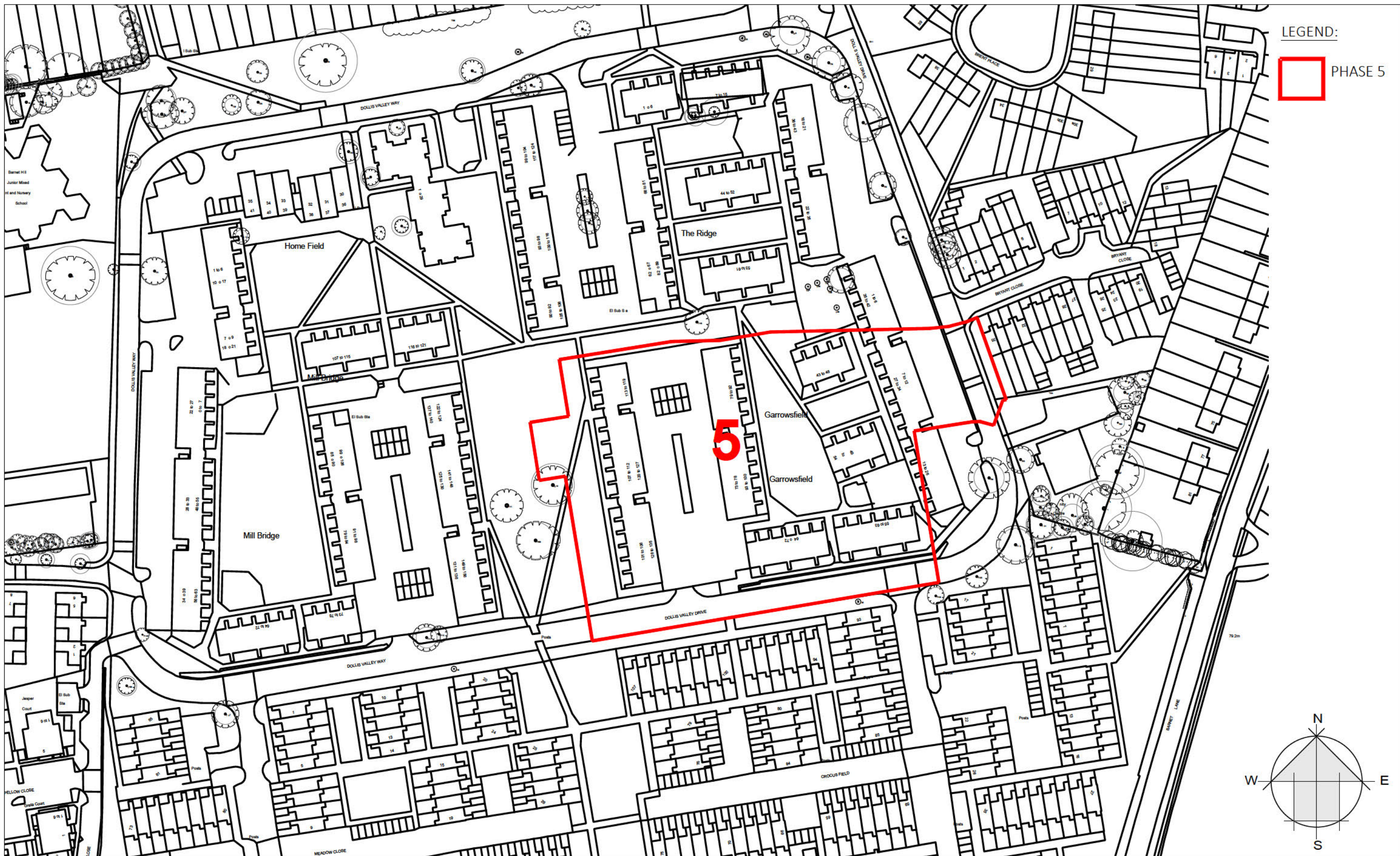
DRAWING STATUS

FOR INFORMATION

REVISIONS

No dimensions are to be scaled from this drawing
 All written dimensions to be checked by the contractor
 and any discrepancies notified immediately to BDG

SCALE 1:1250	DATE APR '17	DRAWN SPE	CHECKED
NUMBER H00391-CON-109			REV.



BDG DESIGN (SOUTH) Ltd
 Southway House
 29 Southway, Colchester
 Essex CO2 7BA
 Tel: 01206 561436
 Fax: 01206 574821
 E-Mail: BDG_enquires@bdg-design.co.uk

CLIENT

Countryside
 Properties

PROJECT

DOLLIS VALLEY ESTATE

DRAWING TITLE

**CONVEYANCE PLAN
 REGENERATION PHASE 5 PLAN**

DRAWING STATUS

FOR INFORMATION

REVISIONS

No dimensions are to be scaled from this drawing
 All written dimensions to be checked by the contractor
 and any discrepancies notified immediately to BDG

SCALE 1:1250	DATE APR '17	DRAWN SPE	CHECKED
NUMBER H00391-CON-111	REV.		