52

DATE 13 November 2000

(1) HUNTINGDONSHIRE DISTRICT COUNCIL

(2) PRUDENTIAL STAFF PENSIONS LIMITED

(3) SCOTFIELD LIMITED

SUPPLEMENTAL AGREEMENT
relating to section 106 of the Town and
Country Planning Act 1990 in relation to
Towerfield Leisure Park, Huntingdon
Supplemental to Agreements dated 9th February
and 25th May 1999 and 28th March 2000

DENTON WILDE SAPTE

FIVE CHANCERY LANE
CLIFFORD'S INN
LONDON EC4A 1BU

TEL +44 (0)20 7242 1212
FAX +44 (0)20 7404 0087

info@dentonwildesapte.com
www.dentonwildesapte.com

THIS AGREEMENT is made on 13 November 2000

BETWEEN:

(1) **HUNTINGDONSHIRE DISTRICT COUNCIL** (the **Council**) of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire; and

(2) **PRUDENTIAL STAFF PENSIONS LIMITED** (the **Owner**) (Company Number 1699784) of 142 Holborn Bars, London EC1N 2NH; and

(3) **SCOTFIELD LIMITED** (the **Developer**) of 25 The Square Redford Nottinghamshire DN22 6DQ

SUPPLEMENTAL to Agreements under Section 106 of the Town and Country Planning Act 1990 in relation to Towerfield Leisure Park Huntingdon dated 9 February 1999 25 May 1999 and 28 March 2000 respectively and made between the Council (1) and Huntingdon Town Council (as predecessor in title to the Owner) (2) and the Developer (3) (the **Principal Agreements**)

RECITALS

Since the completion of the Principal Agreements a further planning application has been registered proposing Development on the Land as defined in the first of the Principal Agreements which application is registered under reference 00/00962/FUL (the **Application**)

NOW THIS DEED which is a Planning Obligation made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling witnesseth as follows:

1. DEFINITIONS

Terms defined in the Principal Agreements shall have the same meaning in this Agreement

2. AGREEMENT

(a) This Planning Obligation is enforceable by the Council

(b) On the earlier of the date on which:

(i) the planning permission (the "Planning Permission") is issued pursuant to the Application; and

(ii) the Planning Permission is implemented (being the date on which the premises the subject of the Planning Permission are opened for trade)

"the Developer shall pay to the Council the sum of TWENTY FOUR THOUSAND FIVE HUNDRED POUNDS (£24,500) as a contribution towards the cost of installing a controlled pedestrian crossing at Kings Ripton Road, Huntingdon

(c) The Developer shall on the date hereof pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement

(d) That in the event of any delay in making any payment required under this Agreement interest shall be payable on the amount payable at the rate of four per cent per annum above National Westminster Bank Plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

3. SAVING

Save as varied or amended by this Supplemental Agreement the Principal Agreements shall continue in full force and effect

IN WITNESS whereof the parties hereto have caused this deed to be duly executed the day and year first before mentioned

THE COMMON SEAL of the)
HUNTINGDONSHIRE DISTRICT)
COUNCIL was annexed to this Deed in)
the presence of:)

257/00

Executive Director of Central Services

The common seal of **PRUDENTIAL PROPERTY INVESTMENT MANAGERS LIMITED** acting as attorney for **PRUDENTIAL STAFF PENSIONS LIMITED** was affixed in the presence of:

MARTIN ELLIS

[*Name of sealing officer*]

Signature .....

Duly appointed authorised sealing officer
of Prudential Property Investment Managers Limited

EXECUTED as a DEED by)
SCOTFIELD LIMITED)
acting by:)

Director

Director/~~Secretary~~

Dated 25th May 1999

(1) HUNTINGDONSHIRE DISTRICT COUNCIL

(2) HUNTINGDON TOWN COUNCIL

(3) SCOTFIELD LIMITED

SUPPLEMENTAL AGREEMENT relating to Section 106 of the Town and Country Planning Act 1990 in relation to Towerfield Leisure Park, Huntingdon

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DENTON HALL

FIVE CHANCERY LANE
CLIFFORD'S INN
LONDON EC4A 1BU

Tel +44 (0)171 242 1212
FAX +44 (0)171 404 0087

EMAIL info@dentonhall.com
http://www.dentonhall.com

MEMBER OF THE DENTON INTERNATIONAL GROUP OF LAW FIRMS

THIS SUPPLEMENTAL AGREEMENT is made on 25th May 1999

BETWEEN:

(1) **HUNTINGDONSHIRE DISTRICT COUNCIL** (the **"Council"**) of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire; and

(2) **HUNTINGDON TOWN COUNCIL** (the **"Owner"**) of 1 Trinity Place, Hartford Road, Huntingdon, Cambridgeshire PE18 6QA; and

(3) **SCOTFIELD LIMITED** (the **"Developer"**) of 25 The Square, Redford, Nottinghamshire DN22 6DQ

SUPPLEMENTAL to an Agreement under Section 106 of the Town and Country Planning Act 1990 in relation to Towerfield Leisure Park, Huntingdon dated 9th February 1999 made between the Council (1) the Owner (2) and the Developer (3)

RECITALS

(A) Since the completion of the Principal Agreement further planning applications as hereinafter referred to have been registered proposing Development on the Land

(B) The parties hereto intend that those planing applications should also be covered by the provisions of the Principal Agreement

NOW THIS DEED which is a Planning Obligation made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling witnesseth as follows:

1. DEFINITIONS

Terms defined in the Principal Agreement shall have the same meaning in this Agreement

2. SUPPLEMENTAL AGREEMENT

2.1 The term "the Application" for the purposes of the Principal Agreement shall include the two planning applications registered respectively on the 17th February 1999 and the 2nd March 1999 under applications respectively numbered 45H0207/99F and 45H0279/99F

2.2 The word "ancillary" shall be deleted from the definition "Development" in Clause 1.1 of the Principal Agreement

2.3 The following shall be added to the end of Clause 4.3 of the Principal Agreement "and for the avoidance of doubt this Agreement shall only cease to have effect on the expiry revocation or withdrawel of all the planning permissions granted pursuant to the Application".

3. **SAVING**

Save as varied or amended by this Supplemental Agreement the Principal Agreement shall continue in full force and effect

IN WITNESS whereof the parties hereto have caused this deed to be duly executed the day and year first before mentioned

THE COMMON SEAL of the)
HUNTINGDONSHIRE DISTRICT)
COUNCIL was annexed to this Deed in)
the presence of:)

Executive Director of Central Services



1881/99

THE COMMON SEAL of the)
HUNTINGDON TOWN COUNCIL)
was annexed to this Deed in the presence)
of:)



3. **SAVING**

Save as varied or amended by this Supplemental Agreement the Principal Agreement shall continue in full force and effect

IN WITNESS whereof the parties hereto have caused this deed to be duly executed the day and year first before mentioned

THE COMMON SEAL of the)
HUNTINGDONSHIRE DISTRICT)
COUNCIL was annexed to this Deed in)
the presence of:)

Executive Director of Central Services



1881/019

THE COMMON SEAL of the)
HUNTINGDON TOWN COUNCIL)
was annexed to this Deed in the presence)
of:)





EXECUTED as a Deed by)
the said **SCOTFIELD LIMITED**)
in the presence of:)

Director

Secretary

DATE 28th March 2000

(1) HUNTINGDONSHIRE DISTRICT COUNCIL

(2) HUNTINGDON TOWN COUNCIL

(3) SCOTFIELD LIMITED

SUPPLEMENTAL AGREEMENT
relating to section 106 of the Town and
Country Planning Act 1990 in relation to
Towerfield Leisure Park, Huntingdon
Supplemental (to Agreements dated 9th February
and 25th May 1999)

Denton Wilde Sapte
Five Chancery Lane
Clifford's Inn
London EC4A 1BU
Tel: (0) 20 7242 1212
Fax: (0) 20 7404 0087

THIS AGREEMENT is made on 28th March 2000

BETWEEN:

(1) **HUNTINGDONSHIRE DISTRICT COUNCIL** (the **Company**) of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire; and

(2) **HUNTINGDON TOWN COUNCIL** (the **Owner**) of 1 Trinity Place Hartford Road Huntingdon Cambridgeshire PE18 6QA; and

(3) **SCOTFIELD LIMITED** (the **Developer**) of 25 The Square Redford Nottinghamshire DN22 6DQ

SUPPLEMENTAL to Agreements under Section 106 of the Town and Country Planning Act 1990 in relation to Towerfield Leisure Park Huntingdon dated 9 February 1999 and 25 May 1999 respectively and both made between the Council (1) and Owner (2) and the Developer (3) (the **Principal Agreements**)

RECITALS

Since the completion of the Principal Agreements further planning applications as hereinafter referred to have been registered proposing Development on the Land as defined in the first of the Principal Agreements

NOW THIS DEED which is a Planning Obligation made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling witnesseth as follows:

1. DEFINITIONS

Terms defined in the Principal Agreements shall have the same meaning in this Agreement

2. SUPPLEMENTAL AGREEMENT

(a) The term the **Application** for the purposes of the Principal Agreements shall include the planning application registered on 5 August 1999 under application number 45H 1140/99 F and the planning application registered on 14th December 1999 under application number 1838/99

(b) References in the Schedule to the Principal Agreement dated 9 February 1999 to the payment to the Council of the sum of twenty thousand pounds (£20,000) as a contribution towards the cost of carrying out improvements to the public highways shall henceforth be read and construed as a reference to the payment of twenty three thousand five hundred pounds (£23,500)

3. SAVING

Save as varied or amended by this Supplemental Agreement the Principal Agreements shall continue in full force and effect

IN WITNESS whereof the parties hereto have caused this deed to be duly executed the day and year first before mentioned

THE COMMON SEAL of the)
HUNTINGDONSHIRE DISTRICT)
COUNCIL was annexed to this Deed in)
the presence of:)



29/00

Executive Director of Central Services

THE COMMON SEAL of the)
HUNTINGDON~~SHIRE~~ TOWN COUNCIL)
was annexed to this Deed in)
the presence of:)



Susan M. Mulcahy

EXECUTED as a DEED by)
SCOTFIELD LIMITED)
acting by:)

Director

~~Director~~/Secretary

Dated 9th February 1999

(1) HUNTINGDONSHIRE DISTRICT COUNCIL

(2) HUNTINGDON TOWN COUNCIL

(3) SCOTFIELD LIMITED

AGREEMENT
under Section 106 of the Town and Country Planning Act 1990 in relation to Tower Field Leisure Park, Huntingdon

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DENTON HALL

FIVE CHANCERY LANE
CLIFFORD'S INN
LONDON EC4A 1BU

Tel +44 (0)171 242 1212
FAX +44 (0)171 404 0087

EMAIL info@dentonhall.com
http://www.dentonhall.com

MEMBER OF THE DENTON INTERNATIONAL GROUP OF LAW FIRMS

THIS AGREEMENT is made on 9th February 1999

BETWEEN:

(1) **HUNTINGDONSHIRE DISTRICT COUNCIL** (the **"Council"**) of Pathfinder House St Mary's Street Huntingdon in the County of Cambridgeshire; and

(2) **HUNTINGDON TOWN COUNCIL** (the **"Owner"**) of 1 Trinity Place, Hartford Road, Huntingdon, Cambridgeshire PE18 6QA; and

(3) **SCOTFIELD LIMITED** (the **"Developer"**) of 25 The Square, Redford, Nottinghamshire DN22 6DQ

WHEREAS:

(A) The Council is the Local Planning Authority for the purposes of Section 106 of the Act for the area within which the Land is situated

(B) The Owner is seised of the Land for an estate in fee simple and free from incumbrances

(C) The Developer has submitted the Application to the Council for Planning Permission for the Development

(D) The Council is satisfied that the Development is such as may be permitted by the Council under the Act subject to conditions and subject also to the prior execution of this Deed into which the parties hereto have agreed to enter

NOW THIS DEED which is a Planning Obligation made in pursuance of Section 106 of the Act and all other powers the parties hereto enabling **WITNESSETH** as follows:

1. **DEFINITIONS**

In this Agreement the following expressions shall have the following meanings:

the **"Act"**: the Town & Country Planning Act 1990 (as amended)

the **"Application"**: the two planning applications registered on the 8th day of April 1998 under applications numbered 98/0545 and 98/0546

the **"Development"**: the development of the Land in accordance with the Planning Permission by construction of a multiplex cinema with ancillary A3 and leisure uses

the **"Head of Planning"**: the Head of Planning Services for the time being of the Council or such other officer as the Council may specify

the **"Land"**: land situate at Tower Field, Huntingdon and shown edged red on the Plan

"Material Operation": a material operation as defined by Section 56(4) of the Act

the **"Plan"**: the plan annexed hereto the delineations thereon being for the purposes of identification only

the **"Planning Obligations"**: the planning obligations specified in the Schedule hereto

the **"Planning Permission"**: the permission or permissions for the Development granted by the Council pursuant to the Application

2. THE PLANNING OBLIGATIONS

The Planning Obligations are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council

3. THE OWNER'S COVENANTS

3.1 The Owner hereby covenants with the Council:

(a) to observe and perform the Planning Obligations

(b) to comply with all other provisions covenants and other stipulations contained in this Agreement not being Planning Obligations

(c) within 21 days of the date of any disposition of any legal interest in the Land or any part thereof to give the Council written notice thereof including details of the name and address of the person or persons to whom such interest was transferred PROVIDED ALWAYS that this shall not apply to interest by way of mortgage or legal charge and shall not apply on and following the date on which the Planning Obligations have been complied with

3.2 The Owner shall not be liable for breaches of the foregoing covenants in Clause 3.1 occurring after it shall have parted with its interest in the Land or the relevant part thereof

3.3 The Council covenants to issue a receipt for the sum of £20,000 referred to in the Schedule which shall be sufficient evidence of compliance with the obligation at paragraph 1 of the Planning Obligations

4. INTERPRETATION

It is agreed and declared:

4.1 The expressions the **"Council"** and the **"Owner"** and the **"Developer"** shall include their successors in title and assigns

4.2 Wherever the expression the **"Owner"** includes more than one person then the covenants on the part of the Owner herein contained shall be deemed to be joint and several

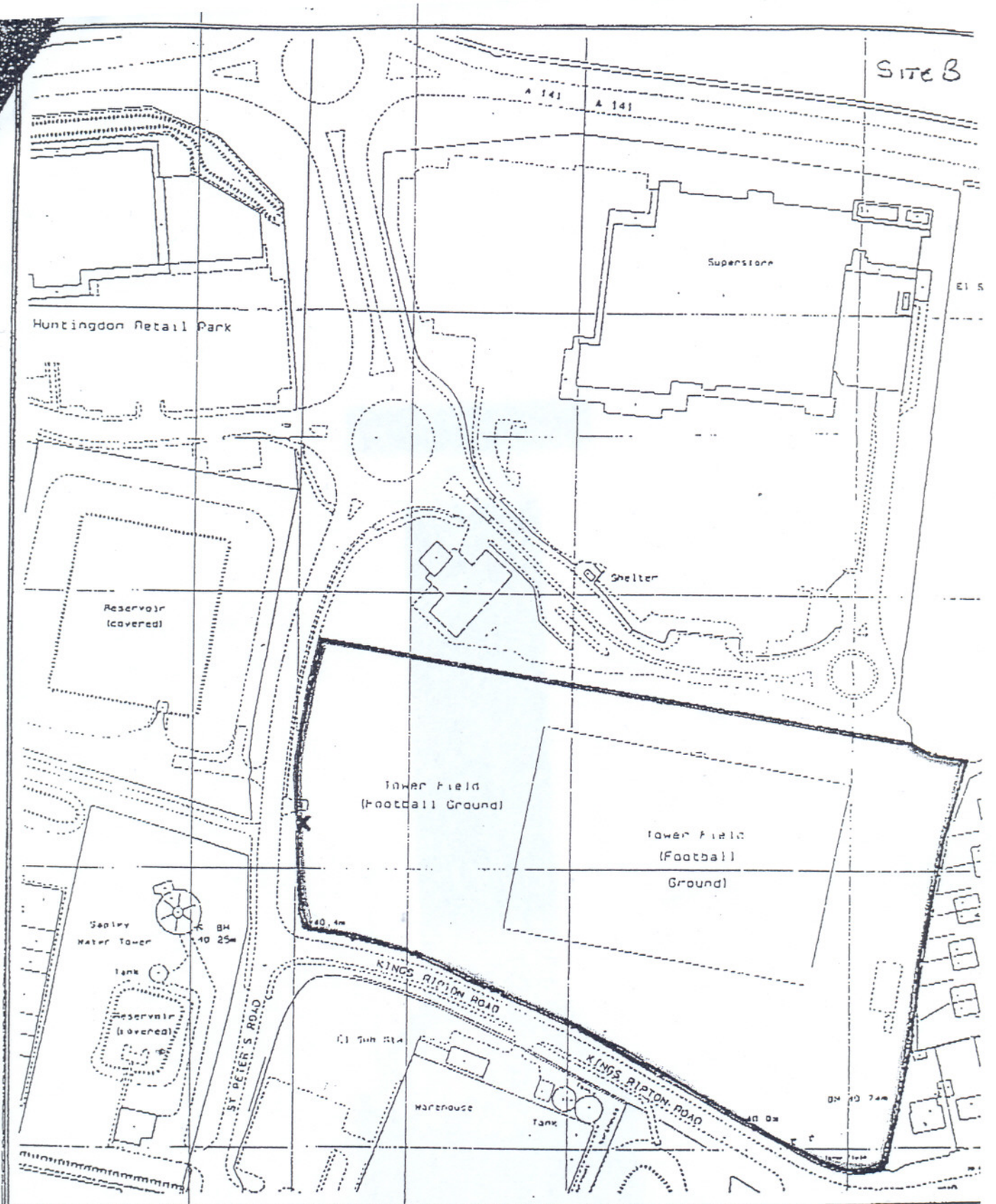
4.3 If the Planning Permission shall expire before the Development has commenced by the carrying out of a Material Operation or is revoked or otherwise withdrawn without the consent of the Owner this Agreement shall thereupon cease to have effect

4.4 The Developer shall pay to the Council the reasonable legal costs incurred by the Council in drafting negotiating and completing this Agreement hereby agreed at £360

4.5 Nothing herein contained shall prejudice fetter or affect any of the statutory rights powers duties and obligations for the time being vested in the Council as Local Authority and/or District Planning Authority

4.6 That in the event of any delay in making any payment required under this Agreement interest shall be payable on the amount payable at the rate of four per cent per annum above National Westminster Bank Plc base lending rate from time to time in force from the date that the relevant payment falls due to the date of actual payment

IN WITNESS whereof the parties hereto have caused this Deed to be executed the day and year first before mentioned



TOWER FIELDS HUNTINGDON

BARKER STOREY MATTHEWS
01480 451578
150 HIGH ST. HUNTINGDON PE18 6TF

PLAN REPRODUCED FROM THE O.S. BY BSMHH LTD WITH THE SANCTION OF THE CONTROLLER OF HMSO. CROWN COPYRIGHT RESERVED No 740738

THE SCHEDULE
Section 106 Planning Obligations

1. To pay to the Council the sum of TWENTY THOUSAND POUNDS (£20,000) as a contribution towards the cost of carrying out improvements to the public highways which sum shall be paid prior to commencement of the Development by the carrying out of a Material Operation

2. (Unless otherwise agreed by the Council in writing) to provide a bus layby or laybys and pedestrian crossing or crossings along the Kings Ripton Road frontage to the Land to a specification agreed by the Council such agreement not unreasonably to be withheld or delayed (the **"Works"**)

3. Not to occupy the Development for the purposes of trading (but not so as to prevent occupation of the Development for the purposes of construction fitting out or staff training) until the Works have been completed to the reasonable satisfaction of the Council PROVIDED ALWAYS THAT the Council shall take all reasonable steps to ensure that the necessary legal and statutory consents are available to enable the Works so required to be carried out

4. If the Owner is unable to carry out or complete the Works or any part thereof as a result of the act default or omission of the Council then (without prejudice to any other right or remedy of the Owner) the Owner shall be entitled to serve twenty (20) working days notice in writing on the Council stating the act default of omission alleged on the expiry of which notice (provided the Owner shall have lodged with the Council either a cash deposit or a bond (the form of bond and the identity of the bondsman being approved by the Council such approval not unreasonably to be withheld or delayed and to be deemed given where the Council fails to respond either positively or by way of refusal giving written reasons within ten (10) working days of the request for approval being made) in the sum of £50,000 (or such greater sum approved by the Council (acting reasonably) as equates to the estimated cost of carrying out the Works or the remaining part thereof)) the restriction contained in paragraph 3 of this Schedule shall cease to apply PROVIDED THAT the Owner shall remain under a continuing obligation to use all reasonable endeavours to carry out or complete the Works as expeditiously as possible

5. Where a bond is lodged with the Council pursuant to paragraph 4 of this Schedule then the Council shall procure the release of such bond within twenty (20) working days of the Works being completed to the reasonable satisfaction of the Council

6. Where a cash sum is lodged with the Council pursuant to paragraph 4 of this Schedule then the Council shall procure that the same shall be held in an interest bearing account and shall be released to or to the order of the Owner against certificates of the Owner's architects or project managers as to the progress of the Works with any balance being released to or to the order of the Owner (with interest) within twenty (20) working days of the Works being completed to the reasonable satisfaction of the Council

56/99

THE COMMON SEAL of the)
HUNTINGDONSHIRE DISTRICT)
COUNCIL was annexed to this Deed in)
the presence of:)

Executive Director of Central Services

THE COMMON SEAL of the)
HUNTINGDON TOWN COUNCIL)
was annexed to this Deed in the presence)
of:)

MW

EXECUTED as a Deed by)
the said **SCOTFIELD LIMITED**)
in the presence of:)

Director

~~Director~~
~~Secretary~~