

**Planning Obligation by Deed of Agreement  
under Section 106 of the Town and Country  
Planning Act 1990**

relating to the development of land at  
Chipping Lane, Longridge

Dated :

Ribble Valley Borough Council (1)

Lancashire County Council (2)

George Newsham (3)

The Trustees of Longridge Cricket Club (4)

Thomas Alan Procter and Maureen Lilian Procter (5)

Paul Nicholas Gale and Deborah Joy Gale (6)

BDW Trading Limited (7)

	DATE	2014
	PARTIES	
1.	<b>RIBBLE VALLEY BOROUGH COUNCIL</b> of Council Offices, Church Walk, Clitheroe, Lancashire, BB7 2RA (hereinafter referred to as “ <b>the Council</b> ”)	
2.	<b>LANCASHIRE COUNTY COUNCIL</b> of PO Box 78, County Hall, Fishergate, Preston, Lancashire, PR1 8XJ (hereinafter referred to as “ <b>the County Council</b> ”)	
3.	<b>GEORGE NEWSHAM</b> of 14 Crumpax Avenue, Longridge, Preston PR3 3JQ (“ <b>the First Owner</b> ”)	
4.	<b>TIMOTHY GREENWOOD</b> OF 31 Hillcrest Avenue, Longridge, Preston and <b>IAN BARTON</b> of 14 Sunnyside Avenue, Ribchester, Preston and <b>THOMAS EDWARD HAWORTH</b> OF 26 Berry Lane, Longridge, Preston being the <b>TRUSTEES OF LONGRIDGE CRICKET CLUB</b> (“ <b>the Second Owner</b> ”)	
5.	<b>THOMAS ALAN PROCTER</b> and <b>MAUREEN LILIAN PROCTER</b> of 46 Well Brow Drive, Longridge, Preston, Lancashire PR3 3TB (“ <b>the Third Owner</b> ”)	
6.	<b>PAUL NICHOLAS GALE</b> and <b>DEBORAH JOY GALE</b> of Meadowhead Farm, Hothersall Lane, Longridge, Preston, Lancashire PR3 2XB (“ <b>the Mortgagee</b> ”)	
7.	<b>BDW TRADING LIMITED</b> of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (“ <b>the Developer</b> ”)	

## INTRODUCTION AND BACKGROUND

- A. The Council is the district planning authority for the purposes of the Act for the area in which the Site is situated.

- B. The County Council is the education authority for the purposes of the Education Act 1996 and the local highway authority for the purposes of the 1980 Act for the area in which the Site is situated.
- C. The County Council is also the county planning authority for the purposes of the Act for the area in which the Site is situated.
- D. Both the Council and the County Council are therefore local planning authorities for the purposes of section 106 of the Act
- E. The First Owner is the freehold owner of that part of the Site with title absolute registered under Land Registry Title No. LA738829
- F. The Second Owner is the freehold owner of that part of the Site with title absolute registered under Land Registry Title Numbers LAN141963, LA859642 and LA777658.
- G. The Third Owner is the freehold owner of that part of the Site registered with other land with title absolute registered under Land Registry Title Number LAN2261.
- H. The Mortgagee has the benefit of a registered charge dated 2 August 2011 over parts of the Site owned by the Second Owner.
- I. The Developer has the benefit of options to acquire the Site from the First Owner, the Second Owner and the Third Owner dated [ ], [ ] and [ ], respectively.
- J. The Application has been submitted to the Council for the Development and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- K. The Council resolved on [ ] July 2014 to grant the Planning Permission subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

## OPERATIVE PART

### 1 DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

“**1980 Act**” means the Highways Act 1980;

“**Act**” means the Town and Country Planning Act 1990;

“**Affordable Housing**” has the meaning given to it in Annex 2 of the NPPF;

“**Affordable Housing Provider**” means a registered provider of social housing as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Acts) and registered with the Homes and Communities Agency or any company or other body approved by the Home and Communities Agency for receipt of social housing grant;

“**Affordable Housing Scheme**” means the scheme for the provision of the Affordable Housing Units to be submitted to and approved by the Council pursuant to paragraph 1.2 of the Third Schedule;

“**Affordable Housing Units**” means those Dwellings which are to be provided as Affordable Housing which shall be 30% of the total number of Dwellings to be provided on the Site (such number to be rounded up or down to the nearest whole number) and which units shall constitute [ ] and “**Affordable Housing Unit**” shall be construed accordingly;

“**Affordable Rent**” means such rent (inclusive of service charges where applicable) as is set by the Affordable Housing Provider in line with such standard recommendations and guidelines as may from time to time be published by the Regulator in relation to affordable costs being at the date hereof an initial maximum rental level of 80% of the Market Rent ;

“**Affordable Rented Housing**” has the meaning given to it in Annex 2 of the NPPF and “**Affordable Rented Housing Units**” shall be construed accordingly;

“**Application**” means the application for outline planning permission for the Development registered by the Council on [ ] and allocated the Council reference number [ ] ;

“**BCIS**” means the BCIS General Building Cost Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same);

“**BCIS Indexation Factor**” means the recalculation of the amount of an instalment of the Transport Contribution] (as the context requires) payable pursuant to the [                      ] Schedule in accordance with the following formula:

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

Where:

A = the sum payable under this Deed

B= the figure shown in BCIS for the period immediately prior to the date of payment under this agreement

C = the figure shown in BCIS for the period last published before the date of this Deed

D = the recalculated sum payable under this Deed

“**Chargee**” means any mortgagee or chargee of an Affordable Housing Provider or the successors in title to such mortgagee or charge or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925;

“**Commencement of Development**” means for the purposes of this Deed only the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development or a Phase (as the context requires) begins to be carried out pursuant to the Planning Permission other than operations consisting of site clearance, demolition work, archaeological investigations, site preparation including earthworks, investigations for the purposes of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, the erection of any temporary means of enclosure and the temporary display of site notices or advertisements and “**Commence Development**” and “**Commence the Development**” shall be construed accordingly;

**“Development”** means the development of the Site pursuant to the Planning Permission for a development comprising up to 520 Dwellings including affordable housing and housing for the elderly, relocation of Longridge Cricket Club to provide a new cricket ground, pavilion, car park and associated facilities, new primary school, vehicular and pedestrian access, landscaping and public open space, with all matters reserved except for access at land east of Chipping Lane, Longridge.;

**“Dwelling”** means a dwelling (including a house flat or maisonette) which is to be constructed as part of the Development pursuant to the Planning Permission;

**“Homes and Communities Agency”** means the Homes and Communities Agency or any successor government agency that funds and is responsible for the delivery of new Affordable Housing and the regulation of the Affordable Housing Providers in England;

**[“Land Trigger Event”** means either:

- *the passing by the County Council of a resolution to establish a new Primary School upon the Primary School Land; or*
- *the Secretary of State entering into Academy Arrangements for the establishment of a Primary School upon the Primary School Land*

*PROVIDED THAT such new Primary School or existing Primary School’s catchment area or normal area for admissions shall include the boundaries of the Site;]*

**[“Land Value Index”** means the Halifax/Lloyds Banking Group Regional House Price Index, All Houses (All Buyers), seasonally adjusted, North West Index or such other equivalent index as may be agreed by the Owner and the Council (acting reasonably) if such index shall cease to be published;]

**“Market Dwelling”** means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing;

**“Management Company”** means a company or partnership or other body constituted for the purpose of maintaining open spaces for public access and/or recreation and/or other purposes;

**“Market Rent”** means the estimated amount for which a Dwelling should lease (let) on the open market on the date of valuation between a willing lessor and a willing lessee, in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and

assuming that any restrictions imposed on the Dwelling by reason of this Deed are disregarded on appropriate lease terms;

**"Medical Contribution"** means the sum of [ ] to be paid to the Council to mitigate the impact of the Development on the medical services within the Longridge area;

**"NPPF"** means the Department for Communities and Local Government document entitled "National Planning Policy Framework" (March 2012) or any replacement or modification thereof in force from time to time;

**"Occupation" and "Occupied"** means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, occupation for marketing or display or occupation in relation to security operations and **"Occupy"** shall be construed accordingly;

**"Open Market Value"** means the estimated amount for which a Dwelling should sell on the open market for cash consideration on the date of valuation assuming:-

- a willing buyer and a willing seller in an arm's length transaction
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Dwelling and the state of the market) for the proper marketing of the Dwelling for the agreement of price and terms and for the completion of the same;
- that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a purchaser with a special interest; and
- the provisions contained in the [ ] Schedule hereto shall be disregarded

**"Open Space"** the open space to be provided as part of the Development in Phases shown for indicative purposes only cross hatched [ ] on Plan [ ];

**"Open Space Completion Notice"** a notice(s) to be served by the Owner on the Council confirming that the Open Space has been Substantially Completed;

**"Open Space Final Certificate"** the written confirmation of the Council that the Open Space set out in the Open Space Completion Notice is in accordance with the approved Open Space Management Scheme;

**"Open Space Maintenance Sum"** the payment of £[ ] towards the maintenance of the Open Space (which sum can be paid in instalments if the Open Space is transferred in phases)

**"Open Space Management Scheme"** means a written scheme setting out the proposals for the provision of and implementation of ongoing maintenance and management of Open Space (which for the avoidance of doubt can be provided in Phases) and such scheme shall include (save where such matters are dealt with adequately by a condition or conditions within the Planning Permission or reserved matters):

- (a) the specification for the Open Space;
- (b) the date or other means of determining the commencement of the laying out of the Open Space;
- (c) the period required to complete the laying out of the Open Space;
- (d) the projected schedule of maintenance outlining the details of the future maintenance of the Open Space after completion; and
- (e) the identity of the Management Company (if applicable).
- (f) the amount (if any) of the Open Space Maintenance Sum

**"Owners"** means the First Owner, the Second Owner and the Third Owner;

*["Phase" means a discrete phase of the Development which is identified as such in accordance with condition [ ] of the Planning Permission;*

*"Phase of Residential Development" means a Phase which includes Dwellings;]*

**"Plan"** means Drawing No. PL..... attached to this Deed;

**"Planning Permission"** means the outline planning permission subject to conditions to be granted pursuant to the Application in the form annexed at the Second Schedule;

**"Practical Completion"** means the issue of a certificate of practical completion by the Owners architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by



that other party's architect and **"Practically Completed"** shall be construed accordingly;

**"Priority Order"** means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph [1.12 of the Third Schedule]:

- In the first instance where at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need and who:
  - were born in the [ ] parish;
  - currently live within the [ ] parish and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);
  - used to live in the [ ] parish for not less than three years but was forced to move away because of the lack of Affordable Housing;
  - currently work in the [ ] parish and have done so for at least the past 12 months;
  - currently has a close family member (mother, father, brother, sister, son, daughter) living in the [ ] parish and who have done so for not less than three years.
  - is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (vi) above.
- In the second instance (if no 'first instance' occupier has entered into an agreement for the purchase or lease of the Affordable Housing Unit within [ ] of the date of commencement of marketing of the Affordable Housing Unit to prospective 'first instance' occupiers) at least one ordinarily resident member of a household is a person who in the reasonable opinion of the Affordable Housing Provider is in housing need who satisfies any one or more of the 'first instance' criteria above but in respect of any named adjoining parishes namely:
  - [ ]

- [ ]
- In the third instance (if no ‘second instance’ occupier has entered into an agreement for the purchase or lease of the Affordable Housing Unit within [ ] of the date of commencement of marketing of the Affordable Housing Unit to prospective ‘second instance occupiers) where at least one ordinarily resident member of a household is a person in housing need who satisfies any or more of the ‘first instance’ criteria above but in respect of the [ ] administrative area as a whole;
- In the fourth instance (if no ‘third instance’ occupier has entered into an agreement for the purchase or lease within [ ] of the date of commencement of marketing of the Affordable Housing Unit to prospective ‘third instance’ occupiers of the Affordable Housing Unit) where at least one ordinarily resident member of a household is a person who satisfies the Affordable Housing Provider’s own eligibility criteria.

“**Primary School**” has the meaning given to it by Section 5(1) of the Education Act 1996 (as amended) with the proviso that the school shall have a catchment area or normal area for admissions which includes the boundaries of the Site;

“**Primary School Land**” means an area of land measuring no less than [ ] and no more than [ ] within that part of the Site shaded yellow on Drawing No. PL..... attached to this Deed;]

[“**PSL Purchase Price**” means £..... (..... hundred and ..... thousand ..... hundred and ..... pounds) increased by an amount equivalent to the percentage increase in the Land Value Index from the date of this Deed until the date of the County Council’s written notice served pursuant to paragraph [ ] of the [ ] Schedule;]

“**Protected Tenant**” means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease by an Affordable Housing Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the

Affordable Housing Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

**["Reservation Period"** means a period of [ ] years from the date the precise location and boundaries of the Primary School Land are confirmed and agreed by the Owner and the County Council pursuant to paragraph 3.1 of the Fourth Schedule;]

**"Shared Ownership Housing"** means shared ownership housing where an occupier may acquire an interest in an Affordable Housing Unit of between [25% and 80%] and may staircase up to 100% ownership of the Open Market Value of the Dwelling at his or her election;

**"Site"** means the land against which this Deed may be enforced as shown edged red on the Plan and more particularly described in the First Schedule;

**"Transport Contribution"** means (subject to paragraph 5.2 of the Fourth Schedule) means the sum of £[ ] such sum to be applied by the County Council for proposed works to [ ] (subject to detailed scheme development and design) comprising the following key measures:

[ ]

**["Travel Plan"** means the Framework Travel Plan dated [ ] , prepared by [ ] and submitted as part of the Application;]

**["Travel Plan Sum"** means (subject to paragraph [ ] of the [ ] Schedule) the sum of £..... (..... thousand pounds) such sum to be applied by the County Council towards Travel Plan support, promotion, monitoring and evaluation;]

**"Working Days"** means any day of the week other than Saturday Sunday or any bank holiday;

## **2 CONSTRUCTION OF THIS DEED**

2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council and the County Council the successors to their respective statutory functions.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act Section, 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 3.2 The covenants in paragraphs [ ] are made pursuant to Section 120 of the Local Government Act 1972].
- 3.3 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act which bind the Site and each and every part thereof and (insofar as such obligations affect land within their administrative areas) are enforceable against the Owners and their successors in title by the Council and County Council in their capacity as local planning authority.

### **4 CONDITIONALITY**

- 4.1 This Deed is conditional upon:
- (i) the grant of the Planning Permission; and
  - (ii) the Commencement of Development

save for the provisions of this [Clause 4 and Clauses 1, 2, 3, 6, 7, 8, 9, 10, 11 and 12 which shall come into effect immediately upon completion of this Deed.]

## **5 THE OWNER'S COVENANTS**

- 5.1 The Owners covenant with the Council as set out in the Third Schedule.
- 5.2 The Owners covenant with the County Council as set out in the Fourth Schedule.
- 5.3 The Developer acknowledges that the Site will be bound by the obligations in this Deed.

## **6 THE COUNCIL'S COVENANTS AND THE COUNTY COUNCIL'S COVENANTS**

- 6.1 The Council covenants with the Owners as set out in the Fifth Schedule.
- 6.2 The County Council covenants with the Owners as set out in the Sixth Schedule.

## **7 MISCELLANEOUS**

- 7.1 Upon completion of this Deed:
  - (a) the Owners shall pay to the Council the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed up to a maximum of [£[ ]]; and
  - (b) the Owners shall pay to the County Council the reasonable legal costs of the County Council incurred in the negotiation, preparation and execution of this Deed in the sum of [ ] .
- 7.2 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 7.3 This Deed shall be registrable as a local land charge by the Council.
- 7.4 The parties agree with one another to act reasonably and in good faith in fulfilment of the objectives of this Deed and in particular where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council and/or the County Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction shall be given on behalf of:

- (a) the Council by the Strategic Housing Officer or any other officer exercising the functions of the Strategic Housing Officer from time to time; and
  - (b) the County Council by the Executive Director of Environment (in respect of matters relating to highways) or the Executive Director for Children and Young People (in respect of matters relating to education) or any other officer exercising their respective functions from time to time.
- 7.5 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 7.6 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 7.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.8 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed:
  - (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
  - (b) which occurs after that person has parted with their interest in the Site or if it be part only the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest for which they shall continue to be liable.
- 7.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 7.10 The obligations contained in this Deed shall not be binding on or enforceable against:
  - (i) (save for the obligations contained in paragraph 1.12 of the Third Schedule which apply (subject to the provisions of the Third Schedule)

to the Affordable Housing Units) lessees or purchasers Occupying or entitled to Occupy the Dwellings or their mortgagee or chargees;

- (ii) any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on any part or parts of the Site unless (but subject always to the preceding and remaining provisions of this Deed) such mortgagee or charge has entered into possession of the Site or any part thereof to which such obligation relates; and/or
- (iii) a statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

7.11 The Owners hereby agree to notify the Council and the County Council of the Commencement of Development within 7 days of the occurrence of the same PROVIDED THAT default in giving notice or confirming the date by exchange of correspondence shall not prevent the Commencement of Development or the operation of this Deed.

7.12 The Owners hereby agree to notify the Council and where appropriate the County Council of the reaching of any of the Occupation thresholds relating to Dwellings contained in this Deed such notification to be given as soon as is reasonably practicable following the reaching of such threshold.

## **8 WAIVER**

8.1 No waiver (whether expressed or implied) by the Council, the County Council or the Owners of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council, County Council or the Owners from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## **9 VAT**

9.1 All consideration given in accordance with the terms of this Deed shall be inclusive of any value added tax properly payable.

## **10 JURISDICTION**

10.1 This Deed is governed by and interpreted in accordance with the laws of England.

## **11 DELIVERY**

11.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

## **12 DISPUTES**

12.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction then the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the dispute, disagreement or difference arising.

12.2 Failing the resolution of any such dispute, disagreement or difference within the said 20 Working Days the dispute, disagreement or difference shall be referred for determination in accordance with the provisions of this clause 12 on the reference of any of the parties to the dispute, disagreement or difference.

12.3 The dispute, disagreement or difference shall be referred to the decision of a single expert (the "**Expert**") qualified to deal with the subject matter of the dispute, disagreement or difference who shall either be jointly nominated by the parties within a period of 5 Working Days following a failure of the parties to resolve the dispute, disagreement or difference pursuant to clause 12.2 above or failing agreement on such nomination the Expert shall be nominated by the President for the time being of the Law Society of England and Wales.

12.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties.

12.5 The terms of reference of any Expert appointed to determine a dispute, disagreement or difference shall include the following:

- (a) he shall call for representations from all parties with 10 Working Days of a reference to him under this Deed and shall require the parties to exchange representations within this period;
- (b) he shall allow the parties 10 Working Days from the expiry of the 10 Working Days period referred to in sub-clause (a) above to make counter representations;



- (c) any representations or counter representations received out of time shall be disregarded by the Expert;
- (d) he shall provide the parties with a written decision (including his reasons) within 10 Working Days of the last date for receipt of counter-representations;
- (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
- (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

12.6 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the dispute, disagreement or difference in question.

**13 MORTGAGEE EXEMPTION**

The Mortgagee acknowledges and declares that this Deed has been entered into by the Second Owner with its consent and that the part of the Site in which the Mortgagee has an interest shall be bound by the obligations contained in this Deed and that the security of its mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the part of the Site over which it has a charge, in which case it too will be bound by the obligations as if it were a person deriving title from the Second Owner.

IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written.

## FIRST SCHEDULE

### **Details of the Owner's Title, and description of the Site**

The freehold land at Crumpax Avenue, Longridge, Preston registered under Land Registry Title Numbers LAN738829, LAN2261, LAN141963, LA859642 and LA777658 and edged red on the Plan.

SECOND SCHEDULE  
**Form of Planning Permission**

## THIRD SCHEDULE

### The Owner's Covenants with the Council

The Owners covenant with the Council in the following terms:-

#### 1. Affordable Housing

- 1.1. The Owners shall provide Affordable Housing as part of the Development in accordance with the provisions of this Third Schedule.
- 1.2. The Owners shall not Commence Development of a Phase of Residential Development until the Owner has submitted and the Council has approved in writing an Affordable Housing Scheme for that Phase of Residential Development.
- 1.3. An Affordable Housing Scheme submitted for a Phase of Residential Development pursuant to paragraph 1.2 of this Third Schedule shall provide 30% (thirty per cent) of the total number of Dwellings to be constructed within that Phase of Residential Development (rounded up or down to the nearest Dwelling on a "round half up" basis) as Affordable Housing Units of which [ ]% ([ ] per cent) of the Affordable Housing Units shall be [ ] and [ ]% ([ ] per cent) of the Affordable Housing Units shall be [ ].
- 1.4. Each Affordable Housing Scheme submitted for a Phase of Residential Development pursuant to paragraph 1.2 of this Third Schedule shall also provide that, of the Affordable Housing Units to be provided within the Phase of Residential Development in accordance with paragraph 1.3 of this Third Schedule:
  - 1.4.1. [ ]% ([ ] per cent) of the Affordable Housing Units shall be [ ] bedroom Dwellings; and
  - 1.4.2. [ ]% ([ ] per cent) of the Affordable Housing Units shall be [ ] bedroom Dwellings.
- 1.5. Each Affordable Housing Scheme submitted for a Phase of Residential Development pursuant to paragraph 1.2 of this Third Schedule (above) shall:

- 1.5.1. identify in accordance with paragraph 1.3 of this Third Schedule the number of Dwellings to be constructed within the Phase of Residential Development as Affordable Housing Units;
  - 1.5.2. identify the location of the Affordable Housing Units within the Phase of Residential Development (including plot numbers);  
and
  - 1.5.3. identify in accordance with paragraphs 1.3 and 1.4 of this Third Schedule the relevant tenure, house type and number of bedrooms of each Affordable Housing Unit within the Phase of Residential Development;
- 1.6. The Council shall give notice of approval or rejection of each Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Third Schedule not later than 20 Working Days from the date of receipt by the Council of the Affordable Housing Scheme and in the event of its rejection shall (acting reasonably) set out its full reasons for rejection and specify the measures required to produce an acceptable Affordable Housing Scheme.
- 1.7. In the event that the Council rejects an Affordable Housing Scheme submitted pursuant to paragraph 1.2 of this Third Schedule then the Owners may submit a revised Affordable Housing Scheme to the Council for approval whereupon the Council will again issue its decision in respect of such Affordable Housing Scheme in accordance with paragraph 1.6 above. In the alternative the Owners may seek to refer any dispute or disagreement for independent determination in accordance with Clause 12 of this Deed.
- 1.8. The Owners shall be entitled to invoke paragraph 1.7 of this Third Schedule as many times as is necessary in order to secure an approval in respect of an Affordable Housing Scheme submitted to the Council pursuant to paragraph 1.2 of this Third Schedule.
- 1.9. No more than [ ]% ([ ] per cent) of the Market Dwellings within a Phase of Residential Development shall be Occupied before the Owners have offered the Affordable Housing Units within the Phase of Residential Development to an Affordable Housing Provider in accordance with the approved Affordable Housing Scheme and the terms of this Deed.

- 1.10. From the date the Affordable Housing Units within a Phase of Residential Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.9 of this Third Schedule (above) the Owner shall use reasonable endeavours in seeking to transfer the relevant Affordable Housing Units to the Affordable Housing Provider in accordance with the terms of this Deed PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owners to have commenced construction of the relevant Affordable Housing Units at the point when the said Affordable Housing Units are offered in accordance with this paragraph 1.10.
- 1.11. No more than [ ]% ([ ] per cent) of the Market Dwellings within a Phase of Residential Development shall be Occupied before 100% (one hundred per cent) of the Affordable Housing Units within the Phase of Residential Development have been Practically Completed in accordance with the approved Affordable Housing Scheme for that Phase of Residential Development, subject to such variations as may be agreed between the Council and the Owners from time to time.
- 1.12. From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing and shall (unless otherwise agreed in writing with the Council) only be offered for Occupation in accordance with the Priority Order unless otherwise agreed in writing with the Council save that this obligation shall not be binding upon:
- 1.12.1. any purchaser of an Affordable Housing Unit pursuant to subparagraph 1.15.4 of this Third Schedule or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees;
- 1.12.2. any Chargee;
- 1.13. any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees from such mortgagee PROVIDED THAT:
- 1.13.1. any such mortgagee shall prior to seeking to dispose of the Affordable Housing Unit pursuant to any default under the terms

of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:

- 1.13.2. in the event that the Council responds within 1 months from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard them as Affordable Housing whilst redeeming the outstanding sum of the mortgage plus the mortgagee's costs then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer
- 1.13.3. if the Council does not serve its response to the notice served under paragraph 1.12.3(a) within the 1 month then the Mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.12 of this Third Schedule
- 1.13.4. if the Council or any other person cannot within 2 months of the date of service of its response under paragraph 1.12.3(b) secure such transfer then provided that the mortgagee shall have complied with its obligations under paragraph 1.12.3(a) the mortgagee shall be entitled to dispose free of the restrictions set out in this paragraph 1.12 of this Third Schedule

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.12.3 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the mortgagee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

- 1.14. any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or
- 1.15. A disposal (and any subsequent occupation) required by:
  - 1.15.1. any statutory provisions now or hereafter in force; or
  - 1.15.2. the Homes and Communities Agency; or
  - 1.15.3. a court order.
- 1.16. The Owners shall ensure that any transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions:

- 1.16.1. A covenant that the Affordable Housing Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing;
- 1.16.2. A covenant that the Affordable Housing Unit shall only be offered for Occupation in accordance with the Priority Order (unless otherwise agreed in writing with the Council); and
- 1.16.3. A covenant that those Affordable Housing Units which are Affordable Rented Housing Units shall be made available for letting at a rent level not exceeding the Affordable Rent;
- 1.16.4. A declaration that the covenants referred to in paragraphs 1.13.1, 1.13.2 and 1.13.3 shall not be binding upon on any of the persons set out in sub-paragraphs 1.12.1 to 1.12.5 of this Third Schedule (above).

1.17. In the event that:

- 1.17.1. the Affordable Housing Provider to whom an offer is made by the Owner in accordance with paragraph 1.9 of this Third Schedule declines to accept a transfer of some or all of the Affordable Housing Units within the Phase of Residential Development; or
- 1.17.2. no sale of some or all of the Affordable Housing Units within the Phase of Residential Development has been effected within six months from either the Commencement of Development of the Phase of Residential Development or the date the Affordable Housing Units were offered to the Affordable Housing Provider in accordance with paragraph 1.9 of this Third Schedule (whichever is the later)

then paragraph 1.15 of this Third Schedule (below) shall apply in respect of such Affordable Housing Units.

1.18. Where this paragraph 1.15 applies then:

- 1.18.1. the Owner may at any time serve notice upon the Council stating that this paragraph 1.15 applies and providing evidence as to why despite complying with paragraph 1.10 of this Third Schedule the Owner has been unable to transfer the Affordable



Housing Units to the Affordable Housing Provider, together with evidence from the Affordable Housing Provider that they are not willing to so purchase the Affordable Housing Units (if such evidence is available);

1.18.2. upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.15.1 above the Council shall consider the evidence and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.10 of this Third Schedule the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement.

1.19. In the event that the Council confirms in writing pursuant to sub-paragraph 1.15.2 that it disagrees that that despite complying with paragraph 1.10 of this Third Schedule the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owners may:

1.19.1. make a further offer to transfer the relevant Affordable Housing Units to the Affordable Housing Provider or another Affordable Housing Provider in accordance with paragraphs 1.9 and 1.10 of the Third Schedule (in which case the Owners shall be entitled to invoke the procedure set out in this paragraph 1.15 in the event that some or all of the Affordable Housing Units have still not been transferred to an Affordable Housing Provider at the end of a further period of 20 Working Days beginning with the date of the making of such an offer); or

1.19.2. submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.15.1 to 1.15.4 of this Third Schedule shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or

1.19.3. refer any dispute or disagreement for independent determination in accordance with Clause 12 of this Deed.

1.20. In the event that the Council or an Expert (as defined in Clause 12 of this Deed) confirms pursuant to this paragraph 1.15 of this Third Schedule or Clause 12 (as the context requires) that despite complying with paragraph 1.10 of this Third Schedule the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owner shall be entitled to dispose of the relevant Affordable Housing Units as Market Dwellings free from the restrictions in this Third Schedule PROVIDED that such disposal shall be at no more than 70% (seventy per cent) of Open Market Value.

**2. Medical Contribution**

Prior to the Occupation of the [ ] Dwelling to be constructed pursuant to the Planning Permission to pay the Medical Contribution to the Council.

**3. Open Space**

3.1. Prior to the Occupation of the first Dwelling to be constructed on the Site pursuant to the Planning Permission, to submit the Open Space Management Scheme to the Council.

3.2. To lay out the Open Space in accordance with the Open Space Management Scheme.

3.3. To serve the Open Space Completion Notice upon the Council upon the Substantial Completion of each area of Open Space.

3.4. To carry out reasonable additional works to the Open Space as may be required by the Council.

3.5. Following the issue of the Open Space Final Certificate the Owner shall transfer the Open Space either to the Council or a Management Company. If the Open Space is to be transferred to a Management Company then the provisions of this paragraph shall take effect:

3.5.1. upon the transfer to a Management Company to require the Management Company to covenant to reasonably and properly maintain the relevant Open Space in accordance with the terms of the Open Space Management Scheme;

3.5.2. In the event that the Management Company (which for the purposes of this paragraph 3.5.2 below shall be deemed to include the Owners in the event the Management Company

either does not exist or the transfer of Open Space to it has not completed) fails to comply with the objectives of the covenant referred to in paragraph 3.5.1 above the Council may serve notice on the Management Company detailing any works which it considers to be reasonably required in accordance with the Open Space Management Scheme and giving to the Management Company the required notice as will be set out in the relevant projected maintenance schedule in the Open Space Management Scheme which shall be at least 2 (two) weeks and if the Management Company fails to comply with such notice within 2 (two) weeks of receipt of it then the Council may access the Open Space with workmen, plant and machinery to carry out the works required to remedy the default and to recover its reasonable costs of carrying out such works from the Management Company.

- 3.6. If the Open Space is to be transferred to the Council to pay to the Council the Open Space Maintenance Sum on the date Transfer of the relevant Open Space to the Council

## FOURTH SCHEDULE

### **The Owner's Covenants with the County Council**

The Owner covenants with the County Council in the following terms:-

#### **1. Primary School Land**

1.1. The Owner shall not cause or permit the Occupation of more than [ ] Dwellings until the Owner and the County Council have confirmed and agreed in writing the precise location and boundaries of the Primary School Land.

1.2. Subject to the provisions of paragraphs 3.3 to 3.11 of this [ ] Schedule from the date the precise location and boundaries of the Primary School Land are confirmed and agreed pursuant to paragraph [ ] of this [ ] Schedule above the Primary School Land shall be reserved and held by the Owner for the Reservation Period solely for the construction and operation of a Primary School and for no other purpose.

1.3. Subject to sub-paragraphs 3.4 to 3.8 of this Fourth Schedule, if during the Reservation Period the County Council:

1.3.1. serves a written notice and evidence (in the form of either a copy of the County Council's resolution or confirmation from the Secretary of State that Academy Arrangements have been entered into (as the context requires)) upon the Owners which confirms that a Land Trigger Event has occurred; and

1.3.2. delivers to the Owners a draft transfer of the freehold to the Primary School Land completed by the County Council and containing the matters set out in paragraph [ ] of this [ ] Schedule (below)

then the Owners shall seek to agree the terms of the draft transfer and thereafter complete the freehold transfer of the Primary School Land to the County Council within 3 months of being served with such documents.

1.4. Any transfer of the Primary School Land to the County Council pursuant to sub-paragraph [ ] of this Fourth Schedule shall:

- 1.4.1. provide that the consideration payable by the County Council to the Owner for the Primary School Land shall be the PSL Purchase Price;
- 1.4.2. ensure that the Primary School Land shall be transferred to the County Council with highways and service ducts constructed to an adoptable standard up to the boundary of the site and free from contamination (other than any naturally occurring), any adverse ground conditions preventing a normal foundation solution, or other development constraints relating to archaeology, ecology (protected species), tree preservation orders or restrictive covenants.
- 1.4.3. ensure that the Primary School Land shall be transferred to the County Council free from any mortgage, charge, lien or any other encumbrances.
- 1.4.4. grant the transferee such rights to use the roads, services and service media constructed up to the boundary of the Primary School Land pending their adoption or being taken over by the relevant authority utility company or service provider so as to be reasonably sufficient and readily available to serve the Primary School Land for its intended purpose;
- 1.4.5. impose a covenant upon the Primary School Land to bind the same into whatsoever hands the same may come to the effect that the Primary School Land and any part thereof shall be used solely for the purpose of a Primary School;
- 1.4.6. reserve all necessary rights and impose all necessary covenants to ensure that the Owners can secure the carrying out and use of the Development or any part thereof and enable the Owners to use any existing services and service media passing in or under the Primary School Land and the right to lay and use services and service media in or under the Primary School Land (but not under buildings) and to inspect (with or without vehicles, plant and/or machinery), repair, renew, cleanse and maintain the same PROVIDED THAT rights to lay services and service media and to inspect, repair, renew,

cleanse and maintain the same shall be restricted during term time except in the case of an emergency; and

- 1.4.7. include provisions to ensure compliance with paragraphs[ ] of this [ ] Schedule below.
- 1.5. If the County Council and the Owners are unable to agree the terms of the transfer of the Primary School Land within the 3 month period referred to in paragraph [ ] of this Fourth Schedule above then either party may apply for the terms to be fixed by an Expert in accordance with Clause [ ] of this Deed.
- 1.6. Where paragraph[ ] of this [ ] Schedule applies the County Council and the Owner agree that completion of the transfer of the Primary School Land shall take place no later than the date which is 30 Working Days from the date upon which the terms of the transfer are agreed or fixed in accordance with the provisions of paragraph [ ] of this Fourth Schedule.
- 1.7. In the event that the County Council confirms to the Owners in writing at any time from the date of this Deed that the County Council no longer wishes to establish a Primary School upon the Primary School Land then all of the obligations and restrictions upon the Owners and the Primary School Land contained in this paragraph [ ] of this [ ] Schedule shall cease and determine forthwith.
- 1.8. In the event that:
  - 1.8.1. the Reservation Period has expired; and
  - 1.8.2. the County Council has not served written notice upon the Owners in accordance with paragraph [ ] of this Fourth Schedule abovethen the obligations and restrictions upon the Owners and the Primary School Land contained in this paragraph [ ] of this [ ] Schedule shall cease and determine forthwith.
- 1.9. In the event that:
  - 1.9.1. the Primary School Land has been transferred to the County Council by the Owner in accordance with paragraphs [ ] of this [ ] Schedule; and

1.9.2. the County Council has failed to let a contract for the construction of the Primary School within five years of the date of such transfer

then paragraph[ ] of this Fourth Schedule shall apply.

1.10. Where this paragraph 3.10 applies then the Owners may at any time serve upon the County Council a written notice:

1.10.1. stating that this paragraph[ ] of this Fourth Schedule applies; and

1.10.2. requiring the County Council to transfer the Primary School Land back to the original transferor upon the terms that:

1.10.3. (a) the consideration payable by the original transferor shall be the same PSL Purchase Price which was payable to the original transferor by the County Council pursuant to the original transfer pursuant to paragraph 3.3 of this Fourth Schedule; and

1.10.4. (b) the Primary School Land shall be transferred back to the original transferor in the same condition as it was transferred to the County Council pursuant to paragraph[ ] of this [ ] Schedule.

1.11. The County Council shall complete the freehold transfer of the Primary School Land to the original transferor upon the terms set out in sub-paragraphs [ ] of this [ ] Schedule (above) within 3 months of being served with written notice by the Owners in accordance with paragraph[ ] of this Fourth Schedule and for the avoidance of doubt upon completion of such transfer the Primary School Land shall be released from all restrictions and obligations contained in this Deed.

## 2. **[Travel Plan Sum**

2.1. Subject to paragraph of this Fourth Schedule (below) no Dwellings shall be Occupied until the Owner has paid the Travel Plan Sum to the County Council in full.

2.2. Prior to payment the Travel Plan Sum shall be reduced by a sum equivalent to the amount of any sum already paid to the County Council in

accordance with paragraph 2.1 of the Fourth Schedule of the Existing Agreement.

- 2.3. The County Council shall use the Travel Plan Sum solely for the supporting, promoting, monitoring and evaluating the implementation of the Travel Plan in connection with the Development.]

### 3. **Transport Contribution**

- 3.1. The Owners shall not cause or permit the Occupation of more than [ ] Dwellings until the Owner has paid the Transport Contribution to the County Council in full.

- 3.2. The Transport Contribution payable in accordance with paragraph [ ] of this [ ] Schedule shall be recalculated in accordance with the BCIS Indexation Factor immediately prior to payment and the sum payable shall be the recalculated amount.

- 3.3. The County Council shall use the Transport Contribution solely for proposed works to [ ] (subject to detailed scheme development and design) comprising the following key measures:

- 3.3.1. [ ]



## FIFTH SCHEDULE

### **Council's Covenants with the Owner**

The Council hereby covenants with the Owner in the following terms:

#### **1. General**

- 1.1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree in writing.
- 1.2. The Council shall provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.
- 1.3. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

#### **2. Repayment of contributions**

- 2.1. The Council covenants with the Owner that it will pay to the owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this deed within five years of the date of receipt by the Council of the final instalment of such payment together with all interest accrued thereon from the date of payment to the date of refund.

## SIXTH SCHEDULE

### **County Council's Covenants with the Owners**

The County Council covenants with the Owners in the following terms:

#### **1. General**

- 1.1. The County Council hereby covenants with the Owners to use all sums received from the Owners under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owners and the County Council shall agree in writing.
- 1.2. The County Council shall provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed within 20 Working Days of receipt of such request.
- 1.3. At the written request of the Owners the County Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
- 1.4. The County Council shall comply with its obligations in this Deed, including those obligations set out in the Fourth Schedule.

#### **2. Repayment of contributions**

- 2.1. The County Council covenants with the Owners that it will repay to the person making the payment any payment made to the County Council under this Deed which has not been expended in accordance with the provisions of this deed within five years of the date of receipt by the County Council of the final instalment of such payment together with all interest accrued thereon from the date of payment to the date of refund.

#### **3. [Transfer of Primary School Land**

- 3.1. The County Council agrees to complete the transfer of the Primary School Land to the County Council in accordance with the provisions of paragraph [ ] of the [ ] Schedule.]

**THE COMMON SEAL OF RIBBLE VALLEY** )  
**BOROUGH COUNCIL** )  
was affixed to this Deed in the presence of: )

Mayor:

Chief Executive

**THE COMMON SEAL OF LANCASHIRE** )  
**COUNTY COUNCIL** )  
was affixed to this Deed in the presence of: )

Authorised Signatory:

**EXECUTED AS A DEED** by

**GEORGE NEWSHAM** )

in the presence of: ) .....

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....

**EXECUTED AS A DEED** by

**THE TRUSTEES OF** )

**LONGRIDGE CRICKET CLUB** )

in the presence of: ) .....

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....

**EXECUTED AS A DEED** by  
**THOMAS ALAN PROCTER** )  
in the presence of: ) .....

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....

**EXECUTED AS A DEED** by  
**MAUREEN LILIAN PROCTER** )  
in the presence of: ) .....

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....

**EXECUTED AS A DEED** by

**PAUL NICHOLAS GALE** )

in the presence of: ) .....

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....

**EXECUTED AS A DEED** by

**DEBORAH JOY GALE** )

in the presence of: ) .....

Witness Signature: .....

Witness Name: .....

Witness Occupation: .....

Witness Address: .....

**EXECUTED AS A DEED** on behalf of

**BDW TRADING LIMITED**

by .....

and: .....

in exercise of the powers conferred on them by  
a Power of Attorney dated 20 December 2013 who have  
hereunto set the name of  
BDW TRADING LIMITED

In the presence of:

Signed by witness: .....

Name: .....

Address: .....

.....

.....

.....

Occupation: .....