

DATED 2023

(1) CAMBRIDGESHIRE & PETERBOROUGH COMBINED AUTHORITY

(2) PETERBOROUGH HE PROPERTY COMPANY LIMITED

DEVELOPMENT MANAGEMENT AGREEMENT
relating to services to be provided to Peterborough HE
Property Company Limited



Pinsent Masons

CONTENTS	
Clause	Page
SCHEDULE 1 - DEFINITIONS AND INTERPRETATION	11
SCHEDULE 2 - SERVICES	14
SCHEDULE 3 - CHARGES	17

THIS AGREEMENT is made on

2020

BETWEEN:-

- (1) **CAMBRIDGESHIRE AND PETERBOROUGH COMBINED AUTHORITY** of 72 Market Street, Ely, Cambridgeshire, CB7 4LS (the "**CPCA**");
 - (2) **PETERBOROUGH HE PROPERTY COMPANY LIMITED** incorporated in England and Wales under number 12682783 whose registered office is at 72 Market Street, Ely, Cambridgeshire, CB7 4LS ("**PropCo1**"); and
- together the "**Parties**".

WHEREAS:-

- (A) PropCo1 wishes to appoint the CPCA to provide the Services to PropCo1 on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATION**

This Agreement shall be interpreted according to the provisions of Schedule 1.

2. **APPOINTMENT OF THE DEVELOPMENT MANAGER**

2.1 PropCo1 appoints the CPCA on an exclusive basis as PropCo1's property and development manager for the Site through the provision of the Services to PropCo1 upon the terms and conditions set out in this Agreement and the CPCA hereby accepts its appointment and agrees to provide the Services to PropCo1 throughout the Term of this Agreement in accordance with the terms and conditions set out in this Agreement.

2.2 The CPCA shall be an independent contractor with respect to the provision of the Services to PropCo1. Neither the CPCA nor its employees shall be deemed to be the servants, agents or employees of PropCo1 (save as expressly set out in this Agreement).

2.3 The CPCA shall provide and deliver the Services and all such other services as are reasonably incidental to or reasonably flow from those set out in Schedule 2.

2.4 Without prejudice to the other provisions of this Agreement, the CPCA will carry out the Services in accordance with the terms of this Agreement and in such a manner as to achieve any objectives contained within any Business Plan.

2.5 The CPCA shall neither act nor hold itself out as having authority to act on behalf of PropCo1 in any manner which is beyond the express scope of this Agreement unless otherwise instructed to do so by PropCo1.

2.6 Subject to the CPCA's obligations under this Agreement, nothing in this Agreement shall otherwise prevent the CPCA from providing any services whatsoever to any other person(s).

3. **TERM**

3.1 This Agreement commences on the Commencement Date and shall continue until 30 December 2025 unless terminated in accordance with clause 10. The parties may extend the term of the Agreement and any revisions to the Services (and associated Charges) by agreement in writing.

4. OBLIGATIONS AND DUTIES OF THE DEVELOPMENT MANAGER

4.1 General

4.1.1 The CPCA use the reasonable skill and care in performing the Services and its obligations in under this Agreement.

4.1.2 The CPCA shall, exercising the standard of care required by clause 4.1.1:

(a) act in such a manner as to implement and deliver the requirements of the Business Plan;

(b) act within the parameters of and in a manner consistent with the Business Plan;

(c) comply with the Shareholders' Agreement,

insofar as the Business Plan and Shareholders' Agreement relate to the Services.

4.1.3 In the performance of the Services, subject always to the standard of care specified by clause 4.1.1, the CPCA shall:

(a) devote such time and attention as may be reasonably necessary for the proper performance of the Services;

(b) act at all times in good faith towards PropCo1 with due regard to the provisions of the Shareholders' Agreement and the Business Plan;

(c) comply with the proper and lawful instructions of and implement the proper and lawful decisions of PropCo1 in relation to the management of the Site;

(d) notwithstanding any other provision of this Agreement (and unless prior written consent has been obtained from PropCo1 to extend its authority) ensure that the CPCA acts at all times in accordance with its permitted authorities as set out in this Agreement and within all reasonable and proper instructions of PropCo1;

(e) act at all times in accordance with the Law;

(f) comply with the Procurement Policy;

(g) set up and maintain policies and procedures covering the following matters and ensure that the terms and implementation of such procedures comply with the Law and that they are published in written form and that copies of them (and any revisions and amendments to them) are forthwith issued to PropCo1:-

(i) equality, diversity and equal opportunities;

(ii) health and safety;

(iii) whistleblowing and confidential reporting policies;

(iv) anti-fraud, bribery and corruption; and

(v) information and data security;

- (h) report to PropCo1 promptly in writing any issue arising under any of the CPCA's policies and procedures as specified in paragraph (g) that relates to or affects the Services together with the CPCA's response to the relevant issue;
- (i) give such general advice and assistance to PropCo1 in connection with the Site as may lie within the field of the CPCA's qualifications, competence and experience and as PropCo1 may from time to time reasonably request;
- (j) have regard to the principles of good estate management and professional codes of conduct and/or guidelines laid down from time to time by the Royal Institution of Chartered Surveyors (or its successor body from time to time) as applicable to its performance of the Services.

4.2 Service Delivery

In the performance of the Services, subject always to the standard of care specified by clause 4.1.1, the CPCA shall:-

- 4.2.1 co-operate in good faith with any relevant consultants, professionals or contractors appointed by PropCo1;
- 4.2.2 employ and/or engage a sufficient number of suitably qualified persons to provide the Services; and
- 4.2.3 use reasonable endeavours to comply with such timescales for the delivery of the Services as is set out in the Business Plan, or as may be agreed with PropCo1 in relation to the provision of the Services from time to time.

5. CHARGES

5.1 The charges payable by PropCo1 in respect of the Services are contained in Schedule 3 and may be increased by CPCA under clause 5.5.

5.2 The Charges are exclusive of VAT (or equivalent sales tax). PropCo1 shall pay any applicable VAT (or equivalent sales tax) to CPCA on receipt of a valid VAT invoice.

5.3 Where the Charges are calculable on a time and materials basis, CPCA shall keep time sheets showing the hours worked by each of member of CPCA staff in respect of the provision of the corresponding Services.

5.4 CPCA shall be entitled to be reimbursed by PropCo1 for all out-of-pocket expenses (including travelling and entertainment expenses, but not parking fines or road traffic offence fines) incurred by CPCA and CPCA's personnel in the proper provision of the Services, subject to the production of such receipts or other evidence as PropCo1 may reasonably require and will include any such expenses on invoices rendered.

5.5 CPCA, acting reasonably, may increase the Charges with immediate effect by written notice to PropCo1 where there is an increase in the direct cost to CPCA of supplying the relevant Services and which is due to any factor beyond the reasonable control of CPCA.

5.6 Subject to agreement in writing between PropCo1 and ARU Peterborough to the provisions set out in this clause 5.6, the parties agree that if ARU Peterborough serves a Postponement Notice (as defined in the Agreement for Lease) to PropCo1 in accordance with the Agreement for Lease, CPCA shall continue to provide the Services until actual completion of the Lease (or if earlier the date that the Agreement for Lease is terminated) on the basis that the CPCA's additional costs in doing so shall be shared equally between ARU Peterborough and PropCo1 (with such additional costs to be agreed between the Parties).

6. PAYMENT

- 6.1 CPCA may issue its invoice for the Services on a quarterly basis.
- 6.2 PropCo1 shall pay all invoices:
- 6.2.1 in full in cleared funds within 30 days of the date of each invoice; and
- 6.2.2 to the bank account nominated by CPCA.
- 6.3 Time of payment is of the essence. Where sums due hereunder are not paid in full by the due date:
- 6.3.1 CPCA may, without limiting its other rights, charge interest on such sums at 5% percentage points a year above the base rate of the Bank of England from time to time in force; and
- 6.3.2 interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

7. OBLIGATIONS OF PROPCO1

- 7.1 During the Term, PropCo1 agrees to purchase the Services on the terms set out in this Agreement.
- 7.2 Subject always to Clause 8 PropCo1 shall:-
- 7.2.1 supply or arrange for others to supply to the CPCA, without charge, and in such reasonable time so as not to prevent, delay or disrupt the performance of the Services, all data, information and records relating to the Site (or part thereof) (or copies thereof) which are:-
- (a) in its possession or under its control; and
- (b) which are reasonably requested from time to time by the CPCA
- where such property or properties are within the control of PropCo1, ensure that the CPCA has access to the Site (or any relevant part of the Site) as may be necessary for the proper performance of its duties and obligations under this Agreement; and
- 7.2.2 where PropCo1 requires the CPCA to comply with any proper reasonable and lawful instruction or direction where the subject matter of such instruction or direction is not set out in the scope of the Services to be provided by the CPCA in Schedule 2 and the cost of complying with such instruction or direction will incur an additional cost, ensure that the CPCA has the funds it reasonably requires to comply with such instruction or direction.
- 7.3 In relation to carrying out its duties as CPCA, PropCo1 shall:
- 7.3.1 provide to the CPCA (and procure that the Shareholders provide to the CPCA) any relevant information required by it to carry out its duties under this Schedule 2;
- 7.3.2 give CPCA access to its books and records;
- 7.3.3 give notice to the CPCA of all meetings of PropCo1 Board and the Shareholders and invite CPCA to attend (whether in person or by telephone conference or otherwise); and
- 7.3.4 give the original copy of any written resolution of PropCo1 Board or Shareholders to the CPCA,

in each case strictly subject to the confidentiality requirements under clause 12 of this Agreement.

8. LIMITATIONS

8.1 Notwithstanding any other provision of this Agreement, the CPCA shall not, when carrying out and performing its obligations and duties under this Agreement, expend on behalf of PropCo1 or commit PropCo1 to expend in any way whatsoever, any sum of money to any third party save:-

8.1.1 where and to the extent that such expenditure has either been approved in writing by PropCo1 or is included in a written instruction or direction issued by PropCo1; or

8.1.2 where and to the extent that such expenditure is contained in the Approved Budget set out in a Business Plan.

9. LIABILITY

9.1 Subject to Clause 9.2 and 9.2, the extent of a Party's liability under or in connection with this Agreement for all claims, whether in contract, tort (including negligence) or otherwise, shall not exceed the amount which has been paid to CPCA under this Agreement in aggregate.

9.2 Nothing in this Agreement shall exclude or limit the liability of any Party for:-

9.2.1 death or personal injury caused by its negligence (or that of its contractors, agents or employees); or

9.2.2 fraud or fraudulent misrepresentation; or

9.2.3 any other losses which cannot be excluded or limited by applicable law.

10. DURATION AND TERMINATION

10.1 This Agreement shall commence on the Commencement Date and shall continue in force until the earliest to occur of:-

10.1.1 the date agreed in writing between the Parties; or

10.1.2 a date or event specified in this Clause 10.

10.2 Without prejudice to any other rights or remedies of the Parties but subject to Clause 10.3, this Agreement may be terminated forthwith (either in whole or in relation to certain Services only) by notice in writing by PropCo1 in the event of:-

10.2.1 the CPCA:-

(a) being in breach of any material obligation under this Agreement which is not capable of remedy; and/or

(b) being in breach of any material obligation under this Agreement which is capable of remedy and the CPCA has failed to remedy such breach within such period as is specified by PropCo1 in a written notice specifying the breach and requiring its remedy (and of no less than thirty (30) Business Days following the service of such notice); and/or

(c) being in breach of any of its obligations to carry out the Services under or in accordance with this Agreement which materially and adversely affects the delivery of any Business Plan; and/or

(d) being in breach of obligations under this Agreement to:-

(i) act in accordance with the parameters of the Business Plan;
or

- (ii) not incur costs on behalf of PropCo1 which are in excess of those set out in the Approved Budget or which are not approved in writing by PropCo1);

10.2.2 the CPCA (including its directors or any persons with powers of representation, decision or control of the CPCA) committing or knowingly permitting any act to be committed which is fraudulent; and/or

10.2.3 the CPCA bringing the standing of PropCo1 or the Shareholders into serious disrepute and following the service upon it of written notice from such party informing the CPCA that this is the case, the CPCA failing to remedy or change the matter, event or circumstance which has caused such serious disrepute within twenty ([20]) Business Days of the date of service of such notice. For the avoidance of doubt, this provision shall not apply where the action taken by the CPCA which causes such disrepute was undertaken at the written request of the PropCo1 Board or was particularly specified in the Business Plan.

10.3 In the event of a Termination Event under the Shareholders' Agreement the Parties agree that this Agreement shall continue only to the extent required for the CPCA to manage the completion of the Works or Services. In these circumstances, this Agreement will automatically terminate with immediate effect after the completion of such Works.

10.4 Notwithstanding any other provision of this Agreement, where the CPCA ceases to be a Shareholder then PropCo1 shall be entitled to terminate this Agreement on thirty (30) Business Days' written notice to the CPCA.

11. CONSEQUENCES OF TERMINATION

11.1 On a termination of this Agreement (whether in whole or in part) PropCo1 shall be entitled to engage a third party development manager for the Site (in respect of those Services which have been terminated pursuant to Clause 10).

11.2 Upon any termination of this Agreement (whether in whole or in part) for whatever reason:-

11.2.1 the CPCA shall take action to:-

- (a) wind-up the terminated Services in a professional manner; and
- (b) on the reasonable instruction of PropCo1, hand over all relevant information and documents regarding the Site or the Services performed up to the date of termination (including any Confidential Information) to PropCo1, any third party development manager engaged by PropCo1 or a Shareholder,

in an orderly and timely manner (with effect from the date of the appointment of such third party development manager, where relevant); and

11.2.2 cause to be delivered to PropCo1 all Confidential Information, relevant documents, records, information, data, drawings, specifications, calculations, and other materials under its control and relating to the Site (whether in the course of preparation or completed) including any copies thereof (whether electronic or otherwise).

11.3 Termination of this Agreement (in whole or in part) for any reason whatsoever shall be without prejudice to the accrued rights or claims of any Party hereto in relation to any act or omission of the other prior to such termination.

11.4 Notwithstanding the termination of this Agreement, the provisions of this Agreement shall continue to bind each Party insofar as and so long as may be necessary to give effect to their respective rights and obligations hereunder.

12. **CONFIDENTIALITY**

12.1 The Recipient undertakes that it shall:

12.1.1 keep the Confidential Information confidential at all times;

12.1.2 not disclose (whether directly or indirectly) the Confidential Information or allow it to be disclosed in whole or in part to any third party without the Discloser's prior written consent

12.1.3 take and maintain proper and reasonable measures to ensure the confidentiality of the Confidential Information, including any security measures requested in writing from time to time by the Discloser of the Confidential Information;

12.1.4 not copy or reproduce in any form the Confidential Information except to the extent strictly necessary for the Purpose (and the Recipient acknowledges that any such copies or reproductions are the property of the Discloser);

12.2 A party may disclose the other party's Confidential Information to any of its authorised persons who need to know the relevant Confidential Information for the Purpose, provided that such party shall ensure that each of its Authorised Persons to whom Confidential Information is disclosed is aware of its confidential nature and complies with this clause 12 as if it were the Recipient.

12.3 The Recipient may disclose any Confidential Information which it is required to disclose by law, any court, any governmental, regulatory or supervisory authority (including any securities exchange) or any other authority of competent jurisdiction, or which the Discloser expressly agrees in writing may be disclosed (provided that such permission is provided in advance of any disclosure by a Recipient).

12.4 Upon the expiry or termination of this Agreement (howsoever caused) or upon receipt by the Recipient of an earlier written demand from the Discloser:

12.4.1 a Recipient must return or procure the return to the Discloser or, as the Discloser may require, destroy or procure the destruction of any and all materials containing the Confidential Information together with all copies;

12.4.2 if a Discloser requires, the Recipient must provide the Discloser with a certificate or such other evidence as the Discloser may reasonably require duly signed or executed by an officer of the Recipient confirming that the Recipient has complied with all of its obligations under this Agreement including about return, destruction and deletion of Confidential Information;

12.4.3 the Recipient must delete or procure the deletion of all electronic copies of Confidential Information; and

12.4.4 the Recipient must not make, and must procure that the Authorised Persons do not make any further use of the Confidential Information.

13. **FORCE MAJEURE**

13.1 If by reason of a Force Majeure Event occurring on or after the Commencement Date a Party is wholly or partially unable to carry out its obligations under this Agreement (the "**Affected Party**") then the Affected Party shall promptly serve notice in writing to the other Party, setting out:-

13.1.1 the particulars of the Force Majeure Event and its effect upon its performance under this Agreement; and

13.1.2 to the extent known, the expected duration of the Affected Party's failure to perform.

13.2 An Affected Party shall not be entitled to relief under Clause 13.4 for any failure or delay in complying with its obligations under or in accordance with this Agreement until the notice specified in Clause 13.1 has been provided to the other Party.

13.3 The Affected Party shall:-

13.3.1 make reasonable efforts to prevent, remove, avoid and mitigate the effects of any Force Majeure Event including recourse to alternative acceptable sources of services, equipment, supplies and materials and the payment of reasonable sums of money;

13.3.2 use reasonable efforts to ensure a prompt resumption of normal performance of this Agreement after the cessation of a Force Majeure Event; and

13.3.3 when reasonably requested by another Party, provide that Party with notice more fully describing the relevant Force Majeure Event, its cause, the efforts being made to remove, avoid and mitigate its effects and an estimate of the duration of the Force Majeure Event.

13.4 Following the service of notice in accordance with Clause 13.1 and provided that the Affected Party has complied with the provisions of Clause 13.3, the Affected Party shall not be liable for any cost, expense or damages, failure or delay in complying with its obligations under or in accordance with this Agreement to the extent that it is prevented from or delayed in performing its obligations by one or more Force Majeure Events and its or their effects or by any combination of those events and effects. Such obligations shall be suspended for such period or periods as may be required for the Affected Party to overcome the effects of such Force Majeure Event provided, however, that:-

13.4.1 the suspension of performance is of no greater scope and of no longer duration than the Force Majeure Event and the time reasonably necessary to attend to the consequences of such Force Majeure Event;

13.4.2 no relief shall be granted to a Party in accordance with this Clause to the extent that such failure or delay would have been experienced by such Party even if such Force Majeure Event had not occurred; and

13.4.3 in the event that the Affected Party gives notice under Clause 13.1 and the relevant Force Majeure Event continues for a continuous period of three months during which the Affected Party is unable to perform its obligations under this Agreement, then any Party shall be entitled to terminate this Agreement by notice in writing.

13.5 The Affected Party shall promptly serve notice in writing to the other Party following:-

13.5.1 the cessation of the relevant Force Majeure Event; and

13.5.2 the cessation of the effects of such Force Majeure Event on the enjoyment by such Affected Party of its rights or the performance by it of its obligations under this Agreement.

14. **NO PARTNERSHIP**

Nothing in this Agreement is intended to create a partnership or joint venture of any kind between the Parties. Except where expressly so stated in this Agreement neither Party will have authority to act in the name or on behalf of or otherwise to bind the other.

15. **VARIATIONS**

15.1 Any additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the duly authorised representatives of PropCo1 and the CPCA (in non electronic format).

15.2 This Agreement supersedes any previous agreements or arrangements between the Parties in respect of the Services and represents the entire understanding and agreement between the Parties in relation thereto.

16. COUNTERPARTS

This Agreement may be executed in the form of two or more counterparts, each executed by one or more of the Parties but, provided that if all Parties shall so enter the Agreement, each of the executed counterparts shall be deemed to be an original but, taken together, they shall constitute one document.

17. THIRD PARTY RIGHTS

18. No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to the Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

19. INVALIDITY AND SEVERANCE

If any provision of this Agreement is held to be unenforceable or illegal, in whole or in part, such provision or part shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall remain unaffected.

20. GOVERNING LAW AND JURISDICTION

21. This Agreement, and the relationship between the parties, shall be governed by the laws of England and each party agrees that all disputes arising out of or in connection with this Agreement, and/or with its negotiation, validity or enforceability, and/or the relationship between the parties, (in each case whether or not regarded as contractual claims) shall be exclusively governed by and determined in accordance with English law. Each party expressly submits to the exclusive jurisdiction of the English Courts.

EXECUTED by or on behalf of the Parties on the date which first appears in this Agreement.

EXECUTED by)
CAMBRIDGESHIRE AND PETERBOROUGH)
COMBINED AUTHORITY acting by:)
)

Authorised Officer

EXECUTED by)
PETERBOROUGH HE PROPERTY COMPANY)
LIMITED acting by a director:)
)

Director

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

21.1 In this Agreement (including in the Schedules), the following words, expressions and meanings shall, unless the context otherwise requires and/or save where expressed otherwise, have the meanings set opposite them:-

"Affected Party"	has the meaning given to it in Clause 13.1
"Agreement"	means this deed (including any Schedule to it), as amended, varied, supplemented or replaced from time to time in accordance with its terms
"Agreement for Lease"	means the agreement for lease between PropCo1 and ARU Peterborough entered into as at the date of this Agreement
"Approved Budget"	means the budget approved by the Board of Directors of PropCo1 from time to time
"ARU Peterborough"	means ARU Peterborough, a company limited by guarantee with company number 13086149 and with its registered office at Bishops Hall Lane, Chelmsford Essex, CM1 1SQ
"Business"	means the business of PropCo1 as more particularly defined in the Shareholders' Agreement
"Business Day"	means 9.00 am to 5.00 pm on any day (other than a Saturday) on which clearing banks in the City of London are open for the transaction of normal sterling banking business and "Business Days" shall be construed accordingly
"Business Plan"	has the meaning given to it in the Shareholders' Agreement
"Commencement Date"	means the date of this Agreement
"Confidential Information"	means all information whether in writing, electronic or data form or otherwise (including but not limited to know-how) (not in the public domain otherwise than as a consequence of a breach by the CPCA of its obligations under this Agreement) which may be imparted in confidence or be of a confidential nature relating to the Business or plans or internal affairs of PropCo1 or its Shareholders including but without limitation, all information of a confidential nature relating to the Development, marketing information, unpublished information relating to the Business, to PropCo1 or its Shareholders or to any actual or potential customer, tenant or landlord or supplier or officer or employee of PropCo1 or its Shareholders
"Delegation Policy"	means any delegation policy of PropCo1, adopted by the Shareholders from time to time
"Development"	means the development of the Site or part of a Site to be carried out by or on behalf of PropCo1 from time to time
"Discloser"	means the discloser of Confidential Information
"Force Majeure Event"	means the occurrence after the Commencement Date of:-

	<p>(1) war, civil war, armed conflict or terrorism;</p> <p>(2) lightning, earthquake, fire, flood, storm or extreme weather condition;</p> <p>(3) pressure waves caused by devices travelling at supersonic speeds</p>
"Law"	means any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body which the CPCA is bound to comply with and/or which relate to or affect the Service
"Lease"	means the lease of the Property as annexed to the Agreement for Lease
"PropCo1 Board"	means the board of PropCo1 set up and maintained by PropCo1 in accordance with the provisions of the Shareholders' Agreement
"Purpose"	means
"Procurement Policy"	means the procurement policy of PropCo1 adopted by the Shareholders from time to time
"Recipient"	means the recipient of Confidential Information
"Service Media"	means apparatus and conducting media for the passage of foul and surface water, drainage, electricity, gas, water and telecommunications and any other services and supplies of whatsoever nature
"Services"	means services outlined in Schedule 2 to be provided by CPCA to PropCo1 (and any other services as may be agreed between PropCo1 and the CPCA from time to time) to be delivered in accordance with this Agreement
"Shareholders' Agreement"	means the Shareholders' Agreement dated on or around the date of this Agreement and entered into between (1) CPCA; (2) Peterborough City Council; (3) Anglia Ruskin University and (4) PropCo1 as such agreement may be varied or supplemented from time to time
"Shareholders"	means the shareholders of PropCo1 from time to time and "Shareholder" shall be construed as referring to one of them as the context may require
"Site"	means the land and buildings on The Embankment, lying to the north of the River Nene and south of Bishops Road, Peterborough
"Termination Date"	means the date at which this Agreement terminates or expires (howsoever arising)
"Termination Event"	shall have the meaning given to it in the Shareholders' Agreement

"VAT"	means Value Added Taxes provided for in the Value Added Taxes Act 1994
"Works"	means all construction works required to implement the Development including (without limitation) the demolition of existing buildings and structures on the Site, site clearance, site preparation, and the diversion of any Service Media

21.2 **Clause 1** of the Shareholders' Agreement shall apply *mutatis mutandis* to this Agreement.

SCHEDULE 2

SERVICES

CPCA shall carry out and complete the Services listed below and all such other services as are reasonably incidental to or reasonably flow from those set out below.

1. DEVELOPMENT MANAGEMENT

1.1 Identifying improvement and value enhancement opportunities during the development of the Site

1.2 Managing MACE Limited's appointment under its contract of engagement for project review and delivery management services with PropCo1, including giving instructions to MACE Limited under MACE Limited's contract of engagement for and on behalf of PropCo1.

1.3 Formulating proposals for such opportunities including financial appraisal, cashflow models, forecasts and design specifications.

1.4 To act as the main point of contact and coordination for PropCo1, between development manager, employer's agent, and developer.

2. REPORTING

2.1 Preparing monthly performance reports (or otherwise with such frequency as may be agreed with PropCo1 from time to time) and attending board meetings of PropCo1 to discuss such reports where required. Such reports to include:-

2.1.1 Services:-

(a) performance and delivery of the Services; and

(b) achievement of any development milestones;

2.2 The CPCA will also be required to contribute as reasonably required by PropCo1 in respect of the annual report and accounts for PropCo1.

2.3 The CPCA will provide to PropCo1 monthly cashflow schedules showing the monthly anticipated cashflow over the period covered by monthly budget forecasts.

2.4 Subject to the Delegation Policy, checking and signing off all invoices payable by PropCo1, and if correct sending them to the nominated person for payment.

2.5 Providing such information and reporting as PropCo1, PropCo1 Board or its Shareholders shall reasonably require to allow them to fulfil their obligations and make informed decisions.

3. BUSINESS PLAN

3.1 Producing the Business Plan for a half yearly review/update (and such further updates as may be required pursuant to the terms of the Shareholders' Agreement) and providing such Business Plan to PropCo1 for its approval.

3.2 Procuring the provision to PropCo1 of a financial model and updating it in line with the Business Plan on a half yearly basis and for actual expenditure on a quarterly basis.

4. ACCOUNTING SERVICES

4.1 The Accounting Services shall comprise:

- 4.1.1 maintaining the books of account of PropCo1;
- 4.1.2 preparing a draft of the Annual Accounts for each Financial Year;
- 4.1.3 keeping a record of each Shareholder's shareholdings and all dividends in accordance with the Shareholders' Agreement;
- 4.1.4 such additional accounting services as may be agreed by PropCo1 and the CPCA, provided that an additional fee for those additional accounting services shall be agreed at the relevant time.

5. **COMPANY SECRETARIAL**

5.1 The Company Secretarial Services shall comprise:

- 5.1.1 preparing and circulating agendas and keeping minutes of all PropCo1 Board meetings and copies of all resolutions passed at PropCo1 Board meetings;
- 5.1.2 preparing and circulating agendas and keeping minutes of all meetings of the Shareholders and copies of all resolutions passed at meetings of the Shareholders;
- 5.1.3 preparing and making all Companies House filings on behalf of PropCo1 in accordance with the Act;
- 5.1.4 keeping a register of Shareholders of PropCo1 in accordance with the Act;
- 5.1.5 registering PropCo1 as a contractor for the purposes of the Construction Industry Scheme; and
- 5.1.6 such additional company secretarial services as may be agreed by PropCo1 and CPCA, provided that an additional fee for those additional company secretarial services shall be agreed at the relevant time.

6. **TAX SERVICES**

6.1 The Tax Services shall comprise:

- 6.1.1 to prepare (at the cost of PropCo1) for submission, within the requisite statutory period all tax returns, elections, documentation (including the matters dealt with in the Capital Allowances Act 2001) to HM Revenue & Customs on behalf of PropCo1 as may be required by law and regulation or requested by PropCo1 and to deal with all correspondence, disputes or negotiations with HM Revenue & Customs;
- 6.1.2 to prepare (at the cost of PropCo1) for submission within the requisite statutory period of all returns, claims, forms, elections, options to tax and other documentation in respect to VAT to HM Revenue & Customs on behalf of PropCo1 as may be required by law and regulation or requested by PropCo1 and to deal with all correspondence, disputes or negotiations with HM Revenue & Customs;
- 6.1.3 to provide to the Shareholders such information in CPCA's possession as is reasonably necessary to enable the Shareholders within the requisite statutory periods to file tax returns, elections and other documentation; and
- 6.1.4 to provide to HM Revenue & Customs in writing such information in CPCA's possession as shall be required by law and regulation concerning the Shareholders including (without limitation) the name, address, tax district and reference of each Shareholder in so far as such information is produced to CPCA.

6.2 In relation to the Tax Services:

6.2.1 PropCo1 acknowledges and agrees that the CPCA will prepare all tax returns, elections and other documentation based on PropCo1's books and records and other information from PropCo1 without separate verification of the relevant information;

6.2.2 the CPCA's obligations in relation to the Shareholders is limited to the provision of information on behalf of PropCo1. The Shareholders shall be responsible for the preparation and submission of their own tax returns, elections and other documentation; and

6.2.3 the CPCA may appoint a specialist tax advisor on behalf of PropCo1. The fees of the appointed specialist tax advisor from time to time will be paid by PropCo1.

7. ADMINISTRATION

7.1 The Administration Services shall comprise:

7.1.1 to open maintain and close bank accounts for and in the name of PropCo1, co-ordinate payments of monies and to draw cheques and other orders for the payment of monies by PropCo1;

7.1.2 to operate the accounts of PropCo1 in a manner consistent with the payment provisions contained in any loan agreements entered into by PropCo1 provided that the CPCA has been supplied with a full copy of such loan agreements and, when required by the CPCA, has received advice from PropCo1's lawyers summarising the relevant payment provisions of such loan agreements; and

7.1.3 arrange payment of the distribution of PropCo1's net profits to the Shareholders in accordance with the agreed dividend policy and following approval by PropCo1 Board.

7.2 In relation to the Administration Services, the CPCA is authorised to make payments and otherwise operate PropCo1's bank accounts in accordance with:

7.2.1 PropCo1's approved budget from time to time; or

7.2.2 the terms of any approval or instruction given by PropCo1 Board from time to time.

SCHEDULE 3

CHARGES

For the period to 30 December 2025 the charges shall be

Description	Phase 1 – Until Dec 23	Phase 3 – Until Dec 25	Total
Development, Programme Management, Financial & Company Secretarial Services	£331,078.00	£300,000.00	£631,078.00