SHEPHERD+WEDDERBURN

SUPPLEMENTAL MINUTE OF AGREEMENT

Under Section 75 of The Town and Country Planning (Scotland Act) 1997

Between

The Renfrewshire Council

and

BAE Systems (Property Investments) Limited

Subjects: Site of Former Royal Ordnance Factory, Bishopton

February 2014

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SUPPLEMENTAL MINUTE OF AGREEMENT

between

THE RENFREWSHIRE COUNCIL, constituted under the Local Government etc. (Scotland) Act 1994 and having its principal office at Renfrewshire House, Cotton Street, Paisley (who and whose successors as local planning authority and local roads authority are hereinafter referred to as "the Council")

and

BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED, a company incorporated under the Companies Acts (Company Number 03653604) and having its registered office at Warwick House, PO Box 87, Farnborough Aerospace Centre, Farnborough, Hampshire GU14 6YU (who and whose successors as heritable proprietor of the Agreement Subjects are hereinafter referred to as "the Landowner").

CONSIDERING:

(One) That the Council is the Planning Authority for the local government area of Renfrewshire in which the Agreement Subjects are situated in terms of Section 1 of the 1997 Act;

(Two) That the Council as Planning Authority is entitled in terms of Section 75 of the 1997 Act to enter into an agreement with any persons interested in land in its district (insofar as the interest of that person enables him to bind the land) for the purpose of restricting or regulating the development or use of land, either permanently or during such period as may be prescribed by the agreement and any such agreement may contain such incidental and consequential provisions (including provisions of a financial character) as appear to the planning authority to be necessary or expedient for the purposes of the agreement;

(Three) That the Landowner is heritable proprietor of the Agreement Subjects;

(Four) That, by error, clauses 15.3 to 15.8 of the 2009 Section 75 Agreement were not included in the Section 75 Agreement;

(Five) That the parties hereby agree to remedy that error by entering into this supplemental Minute of Agreement, which is supplemental to the Section 75 Agreement.

NOW THEREFORE the parties hereto have agreed and do hereby agree as follows:-

1. Definitions

In this Agreement (including the foregoing preamble) where the context so admits the following expressions shall have the meanings set opposite to them:-

"1997 Act"	means the Town and Country Planning (Scotland) Act 1997 as varied or amended from time to time;
"2009 Section 75 Agreement"	means the Minute of Agreement in respect of the Agreement Subjects under section 75 of the Town and Country Planning (Scotland) Act 1997 between The Renfrewshire Council and BAE Systems (Property Investments) Limited in respect of the Site of Former Royal Ordnance Factory, Bishopton and dated sixth and seventh August both in the year Two Thousand and Nine;
"Agreement"	means this minute of agreement;
"the Omitted Clauses"	means those clauses stated in the Schedule and which are contained in clause 15 of the 2009 Section 75 Agreement (clauses 15.3 to 15.8 inclusive) but which, by error, were omitted from Clause 15 of the Section 75 Agreement;
"Agreement Subjects"	means ALL and WHOLE (i) the subjects being the Royal Ordnance Factory, Bishopton, PA7 5NJ and registered in the Land Register for Scotland under Title Number

REN22000; and (ii) the subjects being Reilly Farm, Turningshaw Road, Houston, Johnstone, PA6 7BP and registered in the Land Register of Scotland under Title Number REN31783;

"Schedule" means the Schedule to this Agreement; and

"Section 75 Agreement" means the Minute of Agreement in respect of the Agreement Subjects under section 75 of the Town and Country Planning (Scotland) Act 1997 between The Renfrewshire Council and BAE Systems (Property Investments) Limited in respect of the Site of Former Royal Ordnance Factory, Bishopton and dated Twenty November and Twenty Seven November all in the year Two Thousand and Twelve.

2. Section 75 Agreement

2.1 The Omitted Clauses shall apply to the Agreement Subjects.

2.2 That the definitions stated in clause 1 of the Section 75 Agreement shall apply to the Omitted Clauses.

2.3 Clauses 2 and 25 to 31 inclusive in the Section 75 Agreement, and the Schedule and the Plans thereto, shall apply, *mutatis mutandis*, to this Agreement. Where there is any disagreement between said Clauses, Schedule and Plans and the terms of this Agreement, the terms of this Agreement shall prevail.

3. Conditionality

3.1 The provisions of this Agreement shall take effect upon the registration of the Agreement in the Land Register of Scotland.

4. Registration

4.1 The Landowner hereby agrees to register this Agreement in the Land Register of Scotland and, once registration has been effected, to deliver one copy of the Land Owner's updated Land Certificate to the Council.

IN WITNESS WHEREOF these presents consisting of this and the preceding 2 pages and the Schedule annexed hereto are executed as follows:

They are sealed with the Common Seal and subscribed for and on behalf of

RENFREWSHIRE COUNCIL

at ..... Paisley .....

on ..28.. February ..2014....

[redacted]

one of its Proper Officers [redacted]

(Signature of Proper Officer)

They are subscribed for and on behalf of

BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED

at ..... Westcott, Bucks .....

[redacted]

by ..... [redacted] .....

(Signature of director)

one of its directors [redacted]

in the presence of:

[redacted] ..... (Signature of witness)

..... (Name)

Building 330, Westcott ..... (Address)

Venture Park, Westcott

Aylesbury

Bucks HP18 0NP

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING MINUTE OF AGREEMENT BETWEEN RENFREWSHIRE COUNCIL AND BAE SYSTEMS (PROPERTY INVESTMENTS) LIMITED

SCHEDULE

The Omitted Clauses

15.3 Following completion of the improvements referred to in Clause 15.1.1 of the Section 75 Agreement, the Landowner shall convey the Bishopton Recreation Ground to the Bishopton Community Trust at nil consideration and without payment of any commuted sum.

15.4 The approved leisure services strategy shall be implemented by the Landowner, but may be varied in writing by agreement of the parties, both parties acting reasonably.

15.5 The Landowner will notify the Council of the date of practical completion of each element of the leisure services strategy.

15.6 Prior to the occupation of the 411th Residential Unit, the Landowner will pay the Newton Road Recreation Ground Contribution to the Council.

15.7 The Council shall pay the Newton Road Recreation Ground Contribution into an interest bearing deposit account and shall only use the Newton Road Recreation Ground Contribution to upgrade and refurbish the recreation ground and pavilion.

15.8 In the event that the Newton Road Recreation Ground Contribution has not been spent or committed in full by the date falling five (5) years from the date of payment by the Landowner to the Council, then the Council shall repay any unspent or uncommitted amount of the Newton Road Recreation Ground Contribution to the Landowner, together with all interest which has accrued thereon.

[redacted]

[redacted]