

SCHEDULE 8

Artificial Grass Pitch

- 1 The Owners will make the Artificial Grass Pitch Land available to the Cedars Academy via a lease on the following basis:
 - 1.1 the land will solely be developed as and used by the Cedars Academy (together with use by the wider community as agreed by the Cedars Academy) for an artificial grass sports pitch the details of which shall be first approved by the Borough Council and the County Council and complying with the technical requirements applicable to the provision of such a pitch by the relevant sporting body or otherwise;
 - 1.2 details of the Artificial Grass Pitch shall be approved by the First Owner and the Fifth Owner before any planning permission is sought for the same and in any event not later than 6 months before any development commences on the Artificial Grass Pitch such approval not to be unreasonably withheld or delayed and for the avoidance of doubt the said owners shall be required to approve any subsequent amendments or variations to the details of the Artificial Grass Pitch;
 - 1.3 The Artificial Grass Pitch will be constructed and delivered in accordance with the planning permission for the same, the details approved pursuant to paragraph 1.2 and an agreed timetable for delivery approved as part of the details specified in paragraph 1.2 save that unless otherwise agreed by the First and Fifth Owners the Artificial Grass Pitch must be completed and in use within 3 years of the grant of a lease specified below;
 - 1.4 Following receipt of the Necessary Consents (which must be secured within 3 years of the date of the Commencement Date) for the Artificial Grass Pitch the relevant Owners will grant to the Cedars Academy a lease of the Artificial Grass Pitch Land solely for the purpose specified in paragraph 1.1 and on the following terms:
 - (a) the lease will be granted at a peppercorn rent;
 - (b) the lease will contain terms regarding the construction and subsequent use of the Artificial Grass Pitch;
 - (c) the term of the lease will be for a period of 30 years subject however to rights to terminate in respect of fundamental breaches of the terms of the lease;
 - (d) such other terms as the relevant Owners consider are compatible with the educational use of the Cedars Academy and are reasonable but which do not impair the reasonable use of the Artificial Grass Pitch.