

DATED

06th September

2021

EASTLEIGH BOROUGH COUNCIL

and

HAMPSHIRE COUNTY COUNCIL

and

ROGER FISHER and MARIE SPAKE

and

MAURICE ROLAND FISHER and MOLLY FLORENCE PRICE

and

FOREMAN HOMES LIMITED

and

HERITABLE DEVELOPMENT FINANCE LIMITED

and

FOREMAN HOMES EAST LTD

and

EDWARD JOHN FREEMAN and GLENYS SARA FREEMAN

A G R E E M E N T

Pursuant to Section 106 of the Town and Country Planning Act 1990 and Section 111 of the Local Government Act 1972 and all enabling legislation relating to land on the east side of Forge Mount Providence Hill Bursledon Southampton and land at Dodwell Lane Bursledon Southampton and land known as Misery Windmill Lane Bursledon Southampton Hampshire

Ian Austin - Head of Legal Services
Eastleigh Borough Council
Eastleigh House
Upper Market Street
EASTLEIGH
SO50 9YN
JPM/106PROV

THIS DEED is made on

06 September

2020

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BETWEEN

- (1) EASTLEIGH BOROUGH COUNCIL of Eastleigh House Upper Market Street Eastleigh Hampshire SO50 9YN ("the Council")
- (2) HAMPSHIRE COUNTY COUNCIL of The Castle Winchester Hampshire SO23 8UJ ("the County Council")
- (3) ROGER FISHER of Trenton Carron Lane Midhurst GU29 9LD and MARIE SPAKE of 41 Moore Crescent Netley Abbey Southampton SO31 5BY ("the First Owner")
- (4) MAURICE ROLAND FISHER of Portmore Hungerford Bursledon Southampton SO31 8DE and MOLLY FLORENCE PRICE of 2 South Court Hamble Southampton SO31 4LY ("the Second Owner"); and
- (5) FOREMAN HOMES LIMITED (Co. Regn. No. 03313213) whose registered office is Unit 1 Station Industrial Park Duncan Road Park Gate Fareham Hampshire SO31 1BX ("the Third Owner")
- (6) HERITABLE DEVELOPMENT FINANCE LIMITED (Co. Regn No 08606484) of Reliance House, Sun Pier, Medway Street, Chatham, ME4 4ET (the "Mortgagee")
- (7) FOREMAN HOMES EAST LTD (Co Regn No 04622540) whose registered office is Unit 1 Station Industrial Park Duncan Road Park Gate Fareham Hampshire SO31 1BX ("the Fourth Owner")
- (8) EDWARD JOHN FREEMAN and GLENYS SARA FREEMAN of Laurel Cottage, Lowford Hill, Bursledon, Southampton SO31 8ER (the "Fifth Owner")

RECITALS

- (1) The Council is the local planning authority for the purposes of the Act for the area within which the Site is situated

- (2) The First Owner and Second Owner and Third Owner and Fourth Owner and Fifth Owner (known hereinafter as the 'Owners') are the registered proprietors of the Site whereby the First Owner is the owner of the First Land, the Second Owner is the owner of the Second Land the Third Owner is the owner of the Third Land the Fourth Owner is the owner of the Fourth Land and the Fifth Owner is the owner of the Fifth Land
- (3) The County Council is the Highway Authority and Education Authority for Hampshire and also a local planning authority for the purposes of the Act
- (4) The Third Owner has by written application numbered O/17/81166 and dated 28 July 2017 ('the Application') applied to the Council for Planning Permission for the Development of the Site
- (5) The Council is desirous of granting planning permission for the Development of the Site subject to the conditions contained in the Planning Permission and subject to the Owners entering into this Deed
- (6) The Mortgagee has a registered charge dated 2 December 2016 over that part of the Site being registered at the Land Registry under Title Number HP744331

DEFINITIONS

1. In this Deed in addition to the defined expressions herein referred to the following expressions shall have the following meanings:

"the Act"	means the Town and Country Planning Act 1990
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"Affordable Housing"	means unless otherwise agreed with the Council in writing a minimum of thirty-five percent (35%) of the total Dwellings on the Site that are to be provided as low cost housing of which sixty-five percent
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(65%) of the Affordable Housing shall be offered for rent (at a level not exceeding Local Housing Allowance) and thirty five percent (35%) of the Affordable Housing shall be offered for sale, including shared equity or shared ownership schemes in accordance with Schedule Five of this Deed

"Affordable Housing Dwellings"

means those 33 Dwellings situated on the Affordable Housing Land as identified on the Affordable Housing Plan to be provided for Affordable Housing in accordance with Schedule Five

"Affordable Housing Land"

means unless otherwise agreed with the Council in writing the land to be provided for Affordable Housing in accordance with the provisions of Paragraph 1 of Schedule Five as identified on the Affordable Housing Plan

"Affordable Housing Plan"

means the plan annexed to this Agreement and marked "Affordable Housing and Location Plan"

"Affordable Housing Provider"

means a registered provider in accordance with Part 1 of the Housing Act 1996 and/or registered or eligible for registration under Chapter 3 of Part 2 of

the Housing and Regeneration Act 2008
who is registered Homes England or such
other body as may be agreed with the
Council (such agreement not to be
unreasonably withheld or delayed)

"Air Quality Monitoring Contribution"

means a contribution in the sum of nine
thousand five hundred and thirty-three
pounds and fifty-three pence (£9,533.53)
index linked from and including 1 April
2019 in accordance with clause 14.2 of
this Deed and to be applied by the
Council towards the monitoring of air
quality in the Local Area and payable in
accordance with Schedule Four of this
Deed

"Commencement of Development"

means the carrying out in relation to the
Development of any material operation as
defined by section 56 (4) of the Act but
disregarding for the purposes of this deed
and for no other purposes, the following
operations:

- Site clearance
- Site preparation;
- Archaeological investigations and
evaluation;
- Evaluation and investigation for the
purposes of assessing contamination

and any remedial action in respect of
any contamination;
and the expressions “commenced”,
“commence”, “commencing” and
“commences” shall be construed
accordingly

“Community Infrastructure Contribution” means a contribution in the sum of one
hundred and fifty-two thousand seven
hundred and ninety five pounds and
ninety pence (£152,795.90) index linked
from and including 1 April 2019 in
accordance with clause 14.2 of this Deed
and to be applied by the Council towards
the provision or improvement of
community infrastructure in the Local
Area and payable in accordance with
Schedule Four of this Deed

"Council's Contribution Payments" means the payments to be made by the
Owner to the Council in respect of:
(i) the Air Quality Monitoring
Contribution
(ii) the Community Infrastructure
Contribution
(iii) the Off-site Public Open Space
and Play Provision (Standard
Charge) Contribution
(iv) the Public Art Contribution

- (v) the Solent Recreation Mitigation
Partnership Contribution

all index linked in accordance with clause
14.2 of this Deed and payable to the
Council in accordance with Schedule Four
of this Deed; and

- (vi) the On-site LEAP Play Area
Works Contribution

- (vii) the On-site LEAP Play Area
Commuted Maintenance Sum

- (viii) the On-site LEAP Play Area
Supervision Fee

- (ix) the On-site Public Open Space
Commuted Maintenance Sum

- (x) the On-site Public Open Space
Maintenance Supervision Fee

all index linked in accordance with clause
14.2 of this Deed and payable to the
Council in accordance with Schedules
Four and Six of this Deed

"County Council Contribution Payments"	means the payments to be made by the Owner to the County Council in respect of: I. the Primary Education Contribution II. the Secondary Education Contribution III. the Sustainable Integrated Transport Contribution IV. the Travel Plan Contribution all index linked in accordance with clause 14.1 of this Deed and payable to the County Council in accordance with Schedule Four of this Deed
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"Default Interest Rate"	means interest at four percent (4%) above the base lending rate of Barclays Bank Plc from time to time
"Development"	means the development described in Schedule Two
"Dwellings"	means those dwellings to be constructed on the Site by the carrying out of the Development and the expression "Dwelling" shall be construed accordingly
"First Land"	means that part of the Site registered at HM Land Registry under title number HP580845 as shown on the Land Ownership Plan
"Fifth Land"	registered at HM Land Registry under title number HP596887 as shown on the Land Ownership Plan
"Fourth Land"	means that part of the Site registered at HM Land Registry under title number HP240677 as shown on the Land Ownership Plan
"Framework Travel Plan"	means a framework travel plan to be prepared by the Owner in accordance with the County Council's guidance "A Guide to Development Related Travel Plans dated January 2009" (or

amendment replacement or variation thereof) and to be submitted by the Owner to the County Council for approval

“Land Ownership Plan”

means the plan attached and marked Land Ownership Plan

“LEAP Play Area”

means an area of land within the Site for children's play to be secured with fencing in accordance with the Approved Scheme defined in paragraph 1 of Schedule Six by the Owner and to be equipped to LEAP standard by the Council

“Local Area”

means the area of Bursledon Hamble Hound

"Location Plan"

means the Plan annexed hereto and marked Location Plan

“Mitigation Land”

means land currently identified as agricultural land which is either owned by or to be acquired by the Council and which land is to be set aside in accordance with the Council's Nitrate Mitigation Policy

“Nitrate Mitigation Contribution”

the sum of four hundred and fourteen thousand pounds (£414,000) to be paid by the Owner to the Council towards

"Nitrate Mitigation Policy"	meeting the obligations of the Nitrate Mitigation Policy means the policy entitled "Nitrates Mitigation Charging Policy" which obliges the Council to identify Mitigation Land and remove it from intensive nitrate generating agricultural use in perpetuity to ensure that there is no net increase in nitrates reaching the Solent Maritime SAC from waste water arising from the Development
"Nominations Agreement"	means an agreement where no existing agreement is in place to be entered into with the Council by the Affordable Housing Provider in respect of rights for the Council to nominate persons for the Affordable Housing Dwellings from the Council's Housing Register

"On-site LEAP Play Area Works Contribution"	means a contribution in the sum of seventy one thousand two hundred and thirteen pounds and sixty pence (£71,213.60) index linked from and including 1 April 2019 in accordance with clause 14.2 of this Deed and to be applied by the Council towards the provision maintenance and supervision of the play equipment within the Site and payable in accordance with Schedules Four and Six
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	of this Deed
"On-site LEAP Play Area Commuted Maintenance Sum"	means the sum of forty two thousand seven hundred and twenty eight pounds and sixteen pence (£42,728.16) index linked from and including 1 April 2019 in accordance with clause 14.2 of this Deed and to be applied by the Council towards the maintenance of the Play Area and payable in accordance with Schedules Four and Six of this Deed
"On-site LEAP Play Area Supervision Fee"	means the sum of three thousand two hundred and four pounds and sixty- one pence (£3,204.61) index linked from and including 1 April 2019 in accordance with clause 14.2 of this Deed and to be applied by the Council towards the supervision of the Play Area and payable in accordance with Schedules Four and Six of this Deed
"Occupation and Occupied"	means occupation or occupied by residents and reference to "Occupy" shall be construed accordingly
"Off-Site Public Art Scheme"	means a scheme for the provision of Public Art to be provided off-site
"Off-site Public Open Space and Play Provision (Standard Charge Contribution)"	means the sum of eighty-two thousand one hundred and forty nine pounds and fifty nine pence (£82,149.59) index linked from and including 1 April 2019 in accordance with clause 14.2 of this Deed

	applied by the Council towards public open space and play provision in the Local Area and to be paid in accordance with the terms of Schedule Four of this Deed
"On-Site Open Space Land"	means an area of public open space to be provided on the Site of up to 0.7 hectares
"On-site Public Open Space Commuted Maintenance Sum"	means the sum of one hundred and twenty-four thousand two hundred and eighty-nine pounds and twenty-eight pence (£124,289.28) index linked from and including 1 June 2016 in accordance with clause 14.2 of this Deed and to be applied by the Council towards the maintenance of the On-site Open Space Land and payable in accordance with Schedules Four and Six of this Deed
"On-site Public Open Space Maintenance Supervision Fee"	means the sum of eight thousand six hundred and seventy pounds and thirty pence (£8,670.30) index linked from and including 1 April 2019 in accordance with clause 14.2 of this Deed and to be applied by the Council towards the supervision of maintenance on the On-site Open Space Land and payable in accordance with Schedules Four and Six of this Deed

"Owners"	means the Owners and their respective successors in title to the Site
"Payee Owner"	means, the Owner(s) who paid the relevant Contribution to either the Council or the County Council as the case may be
"Penultimate Dwelling"	means the last but one unoccupied Dwelling on the Site
"Planning Permission"	means planning permission for the Development of the Site numbered O/17/81166
"Play Area Land"	means the land on which the Play Area is situated
"Primary Education Contribution"	means a contribution in the sum of five hundred and thirty-six thousand and eighty five pounds (£536,085.00) index linked from and including 1 April 2019 (BCIS All in TPI 4Q2017) in accordance with clause 14.1.1 of this Deed to be applied by the County Council towards the expansion of primary education facilities at Bursledon Infant School and Bursledon CofE Junior School
"Public Art"	means the provision of art for the public benefit
"Public Art Contribution"	means the sum of thirty-nine thousand three hundred and sixty-eight pounds and

	seventeen pence (£39,368.17) index linked from and including 1 April 2019 in accordance with clause 14.2 of this Deed and to be applied by the Council towards the provision of Public Art within the local area in accordance with the adopted Public Art Strategy and payable in accordance with Schedule Four of this Deed
"Public Art Strategy"	means the Council's Public Art Strategy 2015 -2019
"Second Land"	means that part of the Site registered at HM Land Registry under title number HP782603 as shown on the Land Ownership Plan
"Secondary Education Contribution"	means a contribution in the sum of one hundred and ninety-seven thousand two hundred and twenty-six pounds (£197,226) index linked from and including 1 April 2019 (BCIS All in TPI 2Q2018) in accordance with clause 14.1.1 of this Deed to be applied by the County Council towards the remodelling of Hamble Secondary School and payable in accordance with Schedule Four of this Deed
"Services"	means pipes wires sewers drain cables and other works including (if applicable)

	any underground online storage facilities and other works
"Site"	means the land described in Schedule One
"Solent Recreation Mitigation Partnership"	means a project comprising measures to mitigate cumulative recreational disturbance of birds within the Solent and Southampton Water Special Protection Area where it occurs within the borough of Eastleigh
"Solent Recreation Mitigation Partnership Contribution"	means a contribution in the sum of fifty-three thousand seven hundred and forty four pounds (£53,744.00) index linked from and including 1 April 2019 in accordance with clause 14.2 to be paid by the Owners to the Council as a contribution to funding the work of the Solent Recreation Mitigation Partnership
"Surface Water Drainage Infrastructure"	Surface Water drainage infrastructure designed to meet the needs of the Development
"Sustainable Integrated Transport Contribution"	means a contribution in the sum of six hundred and ninety-four thousand and thirty-two pounds (£694,032.00) index linked from and including 1 April 2019 in accordance with clause 14.1.2 of this Deed and to be applied by the County Council in respect of sustainable

	transport including improvements to: • junction of A27 Providence Hill and Portsmouth Road • junction of Providence Hill/Dodwell Lane • junction of A27 Bridge Road/Swanwick Lane • crossing provision facilities on A27 • cycle routes at Portsmouth Road/Bursledon Road payable in accordance with Schedule Four of this Deed
"Third Land"	means that part of the Site registered at HM Land Registry under title number HP744331 as shown on the Land Ownership Plan

"Travel Plan"

means a travel plan based on the principles of the Framework Travel Plan to be submitted to and approved in writing by the County Council setting out a strategy for managing travel demand to and from the Development and to secure a modal shift away from the private car in favour of public transport and other means of travel and involving a continuing process of monitoring and review in accordance with Schedule Seven of this Deed

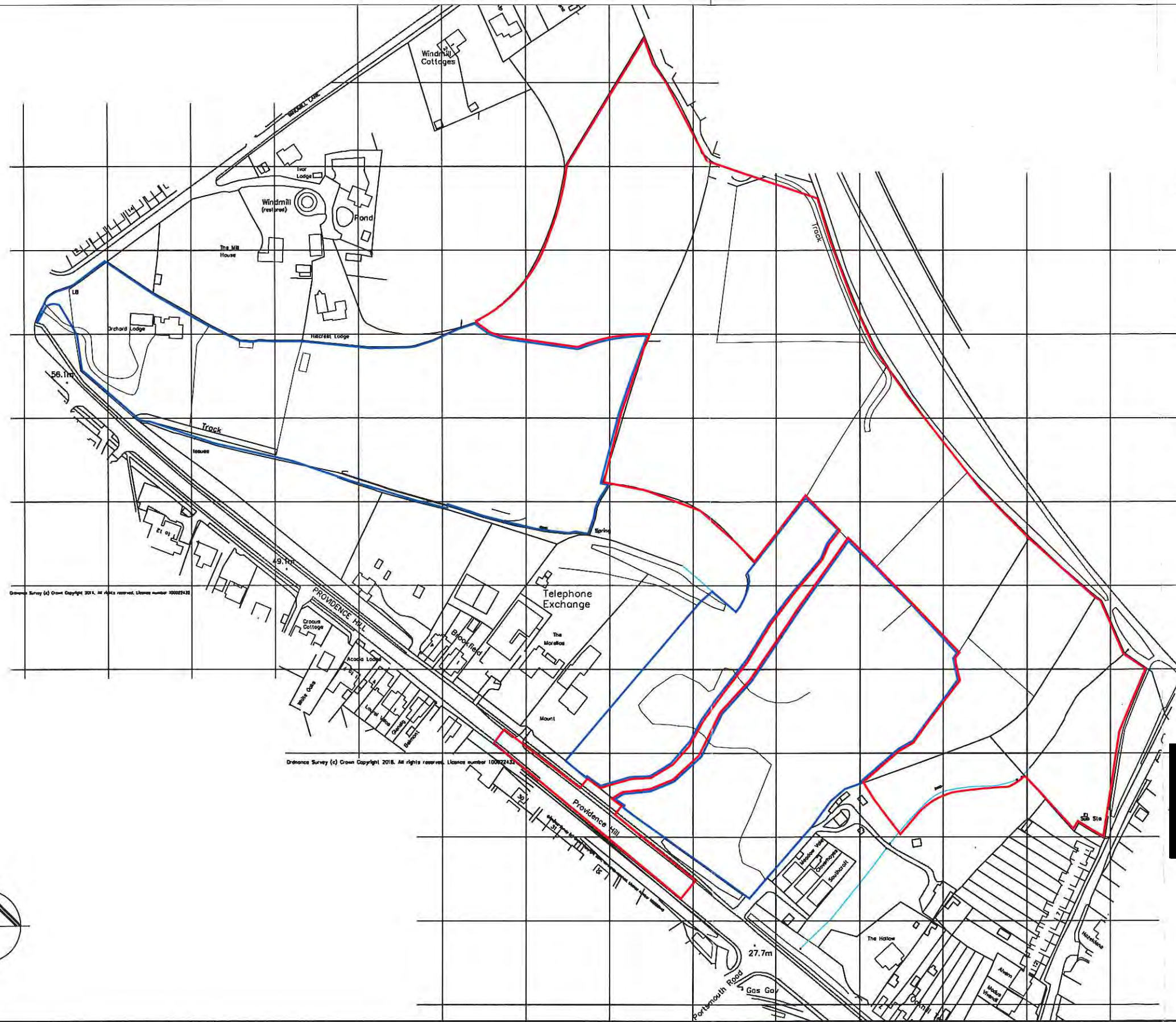
"Travel Plan Approval Fee" means the sum of one thousand five hundred pounds (£1,500) towards the costs incurred or to be incurred by the County Council in approving the Travel Plan and payable in accordance with Schedule Seven of this Deed

"Travel Plan Bond" means a bond approved by the County Council in the amount to be agreed being the sum of the cost of implementation and compliance with the targets/measures of the Travel Plan (as estimated by the Council) plus 10% thereof by a surety acceptable to the Head of Legal Services which shall be maintained for the five year life of the Travel Plan ("the Surety")

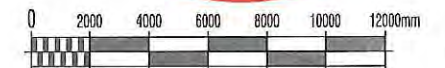
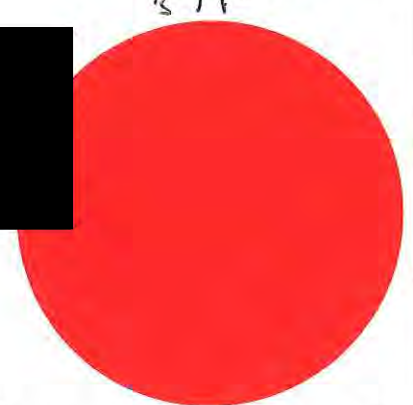
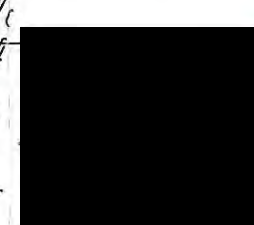
"Travel Plan Monitoring Fee " means the sum of fifteen thousand pounds (£15,000) to be applied towards the cost incurred by the County Council in monitoring compliance with the Travel Plan and payable in accordance with Schedule Seven of this Deed

"Wheelchair Standard Housing" means housing which is specifically designed to meet the needs of wheelchair users

OPERATIVE PROVISIONS:-



37/6840



Rev	Date	Description	By	PM
F	20.07.16	Amended red line to client's comments	VP	DF
E	16.07.16	Blue lines added	VP	DF
D	13.07.16	Amended red line to client's comments	VP	HJE
C	12.07.16	Amended red line to provide this plan	VP	HJE
B	11.01.16	Amended red line	VP	HJE
A	11.07.17	Amended red line	VP	DF

**Foreman
Homes**

TITLE
Land off Providence Hill
Bursledon, Southampton
Location Plan

Scale @ A3: 1:2500
Date: Oct'16

Drawn by: HJE
Checked by:

Drawing No: 16.115.01

Revisions: **F**



HGP
ARCHITECTS

FURZEHALL FARM, WICKHAM ROAD
FAREHAM, HAMPSHIRE, PO16 7JH

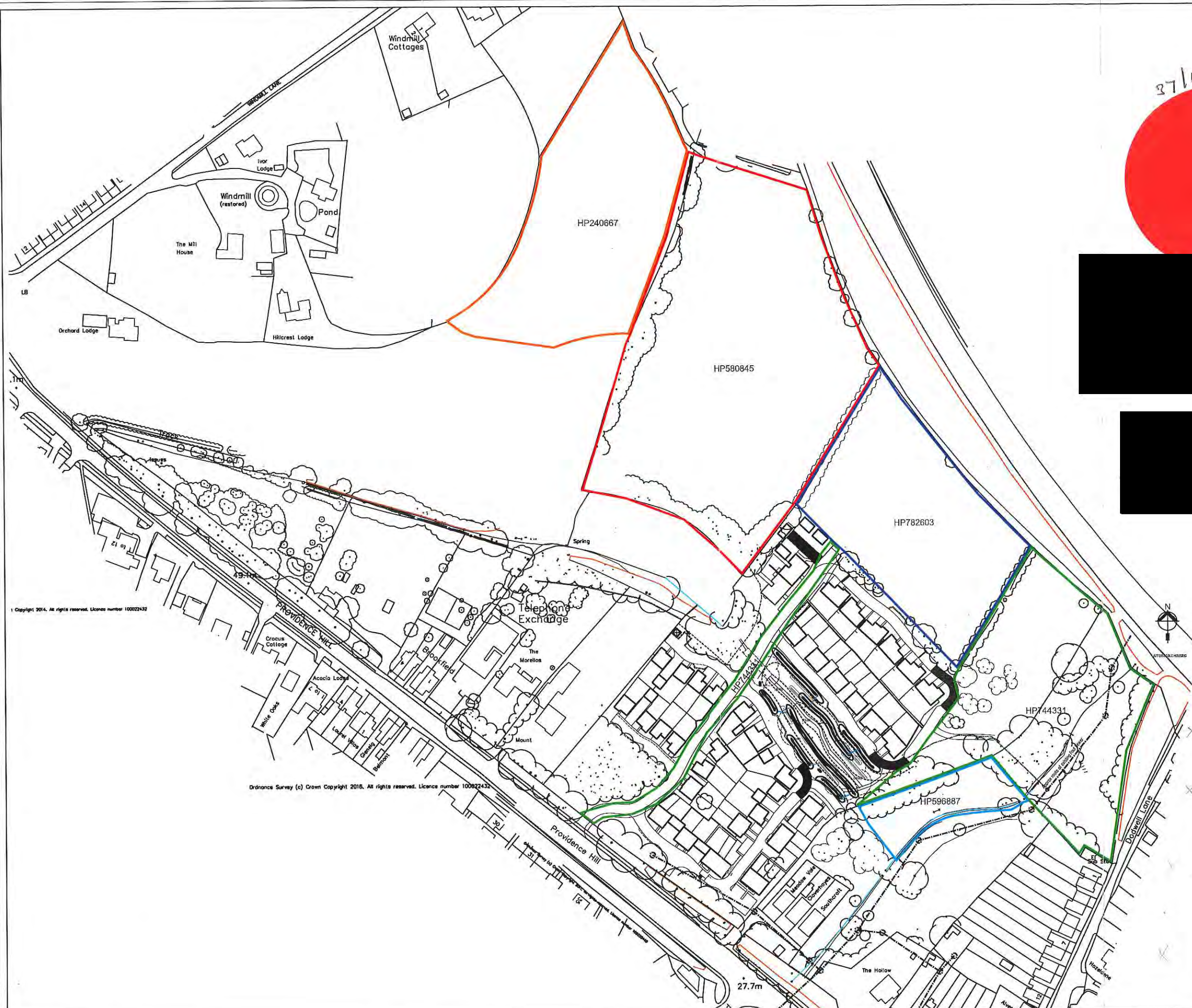
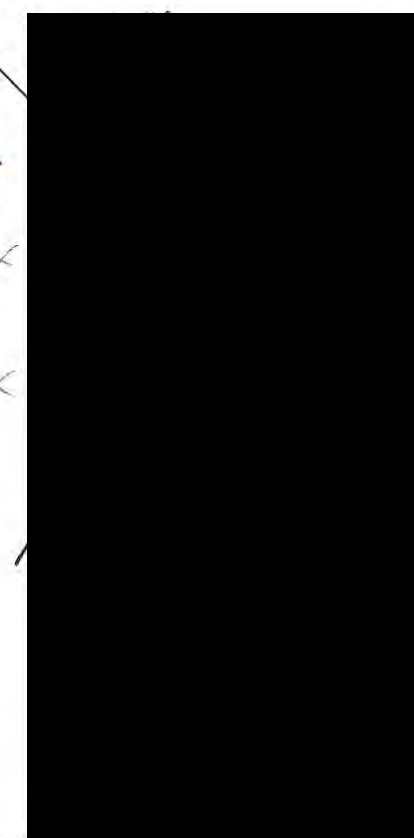
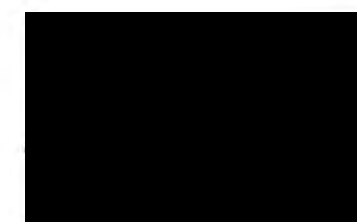
T: 01329 263 225
F: 01329 237 004
E: EMAIL@HGP-ARCHITECTS.CO.UK
W: WWW.HGP-ARCHITECTS.CO.UK

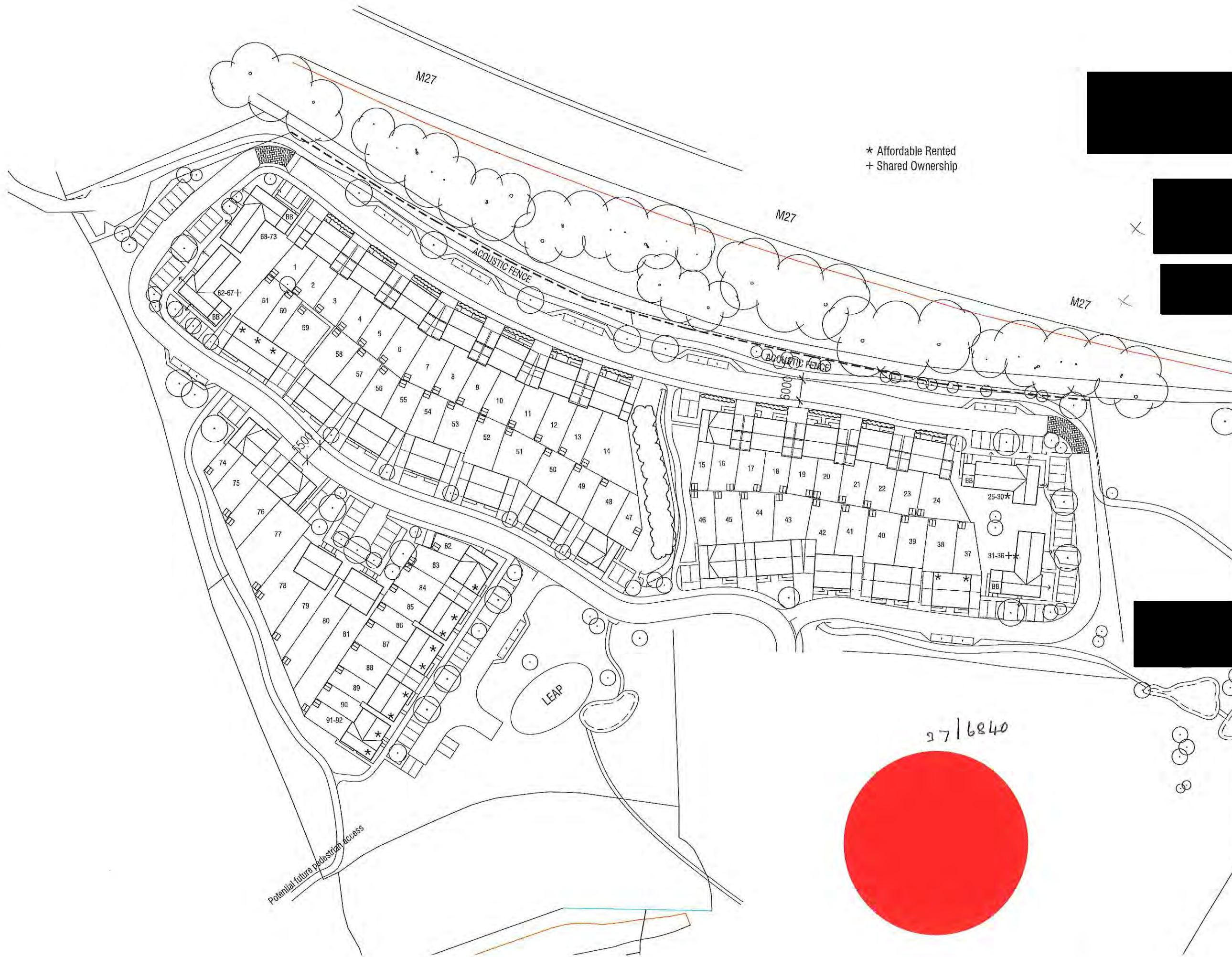
HGP Architects Ltd.
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Check dims. on site.

Ownership Plan
Misery Land,
Bursledon

1:1000 on A3
Revision: -

37/6840





* Affordable Rented
+ Shared Ownership

GENERAL NOTES

This drawing forms part of an application for planning permission on behalf of the client and is not to be used for any other purpose without the express permission of HGP Architects.

This drawing is only to be printed on A3 paper and is not to be used for any other purpose without the express permission of HGP Architects.

All dimensions are in mm unless stated otherwise.

Buildings are illustrated as design levels only. Actual building levels may be adjusted by $\pm 0.05m$ during construction to achieve a minimum water level as required under the National Planning Policy Framework.

The general direction of the top and side walls are shown as indicated only. All landscaping and hard landscaping may be locally varied (with some falls possibly) as required during construction to achieve a minimum water level as required under the National Planning Policy Framework.

Drawings to be read in conjunction with all other HGP Planning drawings and all supporting reports.

Drawings may incorporate information from other professionals and as such HGP Architects accept responsibility for the integrity and accuracy of such information.

SAFETY, HEALTH & ENVIRONMENTAL INFORMATION

Drawings to be read in conjunction with all other HGP Planning drawings and all supporting reports.

Drawings may incorporate information from other professionals and as such HGP Architects accept responsibility for the integrity and accuracy of such information.

25 30 40m

DATE DAY CHG REV

PROJECT
Land off Providence Hill,
Bursledon

TITLE
HA Location Plan

STAGE
Planning

Drawn	Checked	Scale	Date
JAR	HUE	1:1250 @ A1	May'20
Working No.	Revision		
16,115,129	-		

HGP
ARCHITECTS

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 THE
PLANNING
PORTAL

HGP Architects Ltd
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Check dates on site.

PS 10242

1. This Deed is made pursuant to Section 106 of the Act and Section 111 of the Local Government Act 1972 and all other enabling powers and in consideration of the covenants contained in this Deed
2. The obligations by the Owners in this Deed are deemed to be planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council and the County Council
3. This Agreement shall come into force on the date hereof save for the obligations contained in the Schedules hereto which shall come into force as follows:
 - 3.1 those obligations which expressly require something to be done prior to the Commencement of Development or prohibit the Commencement of Development before something has been done shall come into effect on the date of the Planning Permission;
 - 3.2 all remaining obligations and provisions shall come into effect on the Commencement of Development
4. The Owners for themselves and their respective successors in title hereby covenant with the Council, and as a separate covenant with the County Council, with the intent of binding the Site so that such covenants shall be enforceable against successors in title and any person claiming through or under them to observe the restrictions and to perform the obligations contained in Schedule Three to Schedule Seven inclusive
5. The Council covenants with the Owners to observe and perform the obligations contained in Schedule Eight and the County Council separately covenants with the Owners to observe and perform the obligations contained in Schedule Nine.
6. The Council and the County Council hereby agree that the Owners shall not be liable for any breach of the restrictions and obligations on its part set out in this Deed where

such breach arises after the Owners shall have parted with their entire interest in the Site or part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7. This Deed shall not be enforceable against i) statutory undertakers providing services to the Site or an area within the vicinity of the Site and ii) owners, occupiers or tenants of the Dwellings constructed on the Site pursuant to the Planning Permission nor against those deriving title from them
except in relation to the French Planning Permission
set out in
Schedule
2
8. 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.
RE
9. The parties hereby agree that where under the terms of this Deed the consent or approval or confirmation of the Council or the County Council or their respective officers is required then such consent or approval or confirmation shall not be unreasonably withheld or delayed and the parties shall use their respective reasonable endeavours to raise and answer any queries arising from submission for consents or approvals or confirmations as promptly as reasonably practicable to enable the Council or the County Council to make the relevant decision on an informed basis.
10. The performance of the obligations by the Owners aforesaid shall be subject to the provisos (if any) contained in Schedules Three to Seven (inclusive).
11. This Deed is a local land charge and will be registered as such and 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.

12. The Owners shall pay the Council's and the County Council's proper legal costs and disbursements and other costs in connection with the preparation, negotiation and completion of this Deed on completion of this Deed
13. Save in respect of any provision requiring any disagreement or dispute between the parties to be referred to arbitration, if any dispute or difference shall arise between the parties then the following provisions shall apply
 - 13.1. the dispute or difference may on written notice by any party at any time and served on the other parts (the "Determination Notice") be referred to and determined by an independent person (the "Independent Person") who shall have been qualified in respect of the general subject matter of the dispute or difference for not less than ten (10) years and who shall be a specialist in relation to such subject matter
 - 13.2. the Independent Person shall be appointed by agreement between the relevant parties (if within 10 working days after service of the Determination Notice they have been unable to agree) on the application of any relevant party by the President for the time being of the Law Society or his or her duly appointed deputy or any other person authorised by him or her to make appointments on his or her behalf
 - 13.3. the Independent Person to be appointed under this clause shall act as an expert and the following provisions shall have effect:
 - 13.3.1. the Independent Person shall act as an expert and not as an arbitrator and his or her decision shall be final and binding upon the parties to the dispute or disagreement (save in the case of manifest error)
 - 13.3.2. the Independent person shall consider (inter alia) any written representations made on behalf of any party (if made reasonably promptly) but shall not be bound by them

- 13.3.3. the parties to the dispute or disagreement shall use all reasonable endeavours to procure that the Independent Person shall give his or her decision as speedily as possible;
- 13.3.4. the cost of appointing the Independent Person and his or her costs and disbursements in connection with his or her duties under this agreement shall be shared between the parties to the dispute or disagreement in such proportions as the Independent Person shall determine, or in the absence of such determination equally between such parties; and
- 13.3.5. if the Independent Person shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

14. It is agreed between the parties that:

- 14.1. the County Council Contribution Payments to be paid to the County Council by the Owners hereunder is required to be index linked and each relevant payment shall be increased:
 - 14.1.1 in the case of the Primary Education Contribution and the Secondary Education Contribution by reference to the Building Cost Information Service Index (BCIS All-in TPI)
 - 14.1.2. in the case of the Sustainable Integrated Transport Contribution by reference to the Retail Price Index ("RPI") published by the Office for National Statistics (or amendment or replacement thereof) from and including the base date referred to in the definition of such contributions to the date that the payment is received by the County Council.
- 14.2. the Council's Contribution Payments to be paid to the Council by the Owners under the terms of this Deed are required to be index linked and each relevant payment shall be increased by the percentage by which the Retail Prices Index

(excluding mortgages) ("RPIX") published by the Office for National Statistics (or amendment or replacement thereof) increased from and including the relevant base date referred to in the definition of such contributions to the date the relevant payment is received by the Council

15. If any sum or amount has not been paid to the Council and/or County Council by the date it is due, the Owners shall pay the Council and/or County Council as appropriate interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date and including the date of payment.
16. If prior to receipt of any contributions payable pursuant to the terms of this Deed the Council and/or County Council incurs any expenditure in providing facilities to which it was intended to apply any such contribution (or in consequence of arranging the provision thereof) by the letting of a contract or otherwise including any design costs whether in anticipation of or as a result of the Development then the Council and/or County Council may immediately following receipt of such contribution deduct therefrom a sum equivalent to such expenditure incurred and for the avoidance of doubt it is hereby further agreed that such a proportion of any such contribution shall not be the subject of any requirement to repay or it or any interest accrued thereon pursuant to the terms of this Deed PROVIDED THAT such sum was used for providing facilities for which it was intended and that such monies shall be and remain the property of the Council and/or County Council. For the further avoidance of doubt any such expenditure shall not result in an increase of the contributions identified in this Deed.
17. Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

18. No failure or delay by the Council to exercise any right or remedy provided under this deed or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
19. Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.
20. This Deed shall cease to have effect (in so far 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.
21. The parties agree that:
 - 21.1. Nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
 - 21.2. Nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.
22. Any person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term under this Deed save that this clause will not prevent the County Council enforcing any provision of this deed even if they are not a party
23. The Owners agree with the Council and the County Council to give the Council and the County Council immediate written notice of any change of ownership of any of its

interest in the Site occurring before all the obligations under this Deed have been discharged by the Council and the County Council and such notice shall give details of the transferees full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation acquired by the transferee by reference to a plan.

24. The First Owner, Second Owner, Third Owner, Fourth Owner and Fifth Owner warrant in respect of their respective parts of the Site only that no person other than the First Owner, Second Owner, Third Owner, Fourth Owner or Fifth Owner (as appropriate) has any legal interest in that part of the Site.

25. In this Deed:

25.1. the masculine and the feminine and neuter gender include each of the other genders and the singular includes the plural and vice versa and references to persons include firms corporations and unincorporated associations;

25.2. a reference to a statute refers to the statute as it applies at the date of this Deed and any later amendment or re-enhancement of it and any regulations or statutory instrument made under it; and

25.3. a reference to a clause or schedule is a reference to a clause or schedule contained in this Deed

26. This Deed is to be governed by and interpreted in accordance with the law of England and is enforceable in the Courts of England and Wales

27. The Mortgagee hereby acknowledges and declares that this Deed has been entered into by the Third Owner with the consent of the Mortgagee and that the part of the Site owned by the Third Owner shall be bound by the obligations contained in this Deed and that the security of the mortgages over that part of the Site shall take effect subject to this Deed and that in the event that it takes possession of the Third Land it shall become liable for the obligations contained

in this Deed relating to the Third Land only and shall not be liable for the payment of any financial contributions payable pursuant to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under the terms of this Deed unless it takes possession of the First Land and or the Second Land and or Fourth Land and or Fifth Land or a part thereof in which case it too will be bound by the obligations as if it were a person deriving title from the First and/or Second Owner and or Fourth Owner and or Fifth Owner as the case may be which shall for the avoidance of doubt include the financial obligations payable pursuant to this Agreement

28. On completion of this Deed
the Fourth Owner shall pay
to the County Council by way
of monitoring fees the sum
of £1500.

INDEX OF SCHEDULES

Schedule One	Description
Schedule Two	Proposed Development of the Site
Schedule Three	Notification
Schedule Four	Contribution Payments
Schedule Five	Affordable Housing
Schedule Six	Open Space Land and Play Area
Schedule Seven	Travel Plan
Schedule Eight	Council's Covenants
Schedule Nine	County Council's Covenants
Schedule Ten	Nitrate Mitigation

SCHEDULE ONE
(Description of Site)

The land on the east side of Forge Mount Providence Hill Bursledon Southampton and land at Dodwell Lane Bursledon Southampton and land known as Misery Windmill Lane Bursledon Southampton all shown for the purpose of identification only edged red on the Location Plan and registered at HM Land Registry with freehold title absolute under Title Number:

- HP580845
- Part of HP782603
- Part of HP744331
- Part of HP596887
- Part of HP240677

SCHEDULE TWO

(Proposed Development of Site)

Outline Application: Residential development of up to 92 Dwellings, associated open space, landscaping, amenity areas and infrastructure, means of access from Providence Hill (Access, appearance, layout & scale to be considered).

SCHEDULE THREE

(Notification)

1. The Owner shall notify the Council and the County Council in writing or procure that they are so notified each of the following events within 21 days of such event occurring:
 - 1.1. Commencement of Development
 - 1.2. Occupation of the first Dwelling
 - 1.3. Occupation of the thirty-fifth Dwelling
 - 1.4. Occupation of the sixtieth Dwelling
 - 1.5. Occupation of the Penultimate Dwelling

SCHEDULE FOUR
(The Contribution Payments)

The Owners covenant with the Council and the County Council:

Council's Contribution Payments

1. Prior to Commencement of Development of the Site to pay to the Council:
 - 1.1 50% of the Air Quality Monitoring Contribution;
 - 1.2 50% of the Community Infrastructure Contribution;
 - 1.3 50% of the Off-site Public Open Space & Play Provision (Standard Charge) Contribution;
 - 1.4 50% of the Public Art Contribution; and
 - 1.5 50% of the Solent Recreation Mitigation Partnership Contribution.
2. Prior to the Occupation of the 35th Dwelling on the Site to pay to the Council:
 - 2.1 The remaining 50% of the Air Quality Monitoring Contribution;
 - 2.2 The remaining 50% of the Community Infrastructure Contribution;
 - 2.3 The remaining 50% of the Off-site Public Open Space & Play Provision (Standard Charge) Contribution;
 - 2.4 The remaining 50% of the Public Art Contribution; and
 - 2.5 The remaining 50% of the Solent Recreation Mitigation Partnership Contribution.
3. Not to Occupy or cause or permit Occupation of more than 34 Dwellings on the Site until the Council's Contribution Payments (as referred to in paragraphs 1 and 2 of this Schedule 4) have been paid to the Council.
4. to pay to the Council the following Council's Contribution Payments prior to Commencement of the laying out of the On-Site Open Space Land and Play Area Land:
 - 4.1 the On-site LEAP Play Area Works Contribution
 - 4.2 the On-site LEAP Play Area Supervision Fee
 - 4.3 the On-site Public Open Space Maintenance Supervision Fee

County Council's Contribution Payments

5. Prior to Commencement of Development to pay to the County Council:
 - 5.1 50% of the Primary Education Contribution;
 - 5.2 50% of the Secondary Education Contribution; and
 - 5.3 50% of the Sustainable Integrated Transport Contribution
6. Not to Commence nor permit Commencement unless and until the County Council's Contribution Payments as referred to in paragraph 5 of this Schedule Four) have been received by the County Council
7. Prior to the Occupation of more than 35 Dwellings on the Site to pay the County Council:
 - 7.1 The remaining 50% of the Primary Education Contribution;
 - 7.2 The remaining 50% of the Secondary Education Contribution; and
 - 7.3 The remaining 50% of the Sustainable Integrated Transport Contribution.
8. Not to Occupy or cause or permit Occupation of more than 35 Dwellings on the Site until the County Council's Contribution Payments as referred to in paragraph 7 of this Schedule 4) have been paid to the County Council.

SCHEDULE FIVE
(Affordable Housing)

1. The Owners hereby covenant with the Council that:
 - 1.1. prior to Occupation of any Dwelling on the Site to provide the land for no less than 35% of the overall number of Dwellings constructed on the Site for Affordable Housing as shown on the Affordable Housing Plan;
 - 1.2. The Affordable Housing Dwellings provided will unless otherwise agreed with the Council comprise
 - 1.2.1. Rent: 2 x one bedroom flats, 8 x two bedroom flats and 13 x 3 bedroom houses; and
 - 1.2.2. Shared ownership: 10 x two bedroom flatsas shown on the Affordable Housing Plan AND the mix will include 3% Wheelchair Standard Housing as agreed with the Council.
 - 1.3. The Affordable Housing Dwellings must be developed to Building Regulations Part M Category 2 in addition to any specific requirements of the Affordable Housing Provider
 - 1.4. When constructed the Affordable Housing Dwellings shall be transferred to the Affordable Housing Provider on the basis of a calculation of free serviced land and reasonable build cost or as otherwise agreed between the parties and should a dispute arise the provisions of clause 13 of the Operative Provisions of this Deed shall apply
 - 1.5. subject to Paragraph 1.6 of this Schedule the Affordable Housing Land shall be transferred to the Affordable Housing Provider:
 - 1.5.1. for an estate in fee simple in possession
 - 1.5.2. with full title guarantee but subject to modifications as the Owner reasonably requires
 - 1.5.3. subject to the matters specified in the Property and Charges Registers of Title Numbers HP580845 HP744331 and HP782603

(other than entries securing monies) and the terms of this Deed so far as the same relate to and affect the land to be transferred but otherwise free from encumbrances

1.5.4. with all mains services (which shall include gas, electric, water, main drainage and telephone services) provided into the transferred land

1.5.5. with vehicular and pedestrian access and all necessary rights of way to the boundary of the transferred land

together with and subject to such other rights covenants restrictions declarations agreements and other matters reasonably required by the Owners to be included in any transfer of the Affordable Housing Land and which are reasonably necessary having regard to the Owners development of the remainder of the Site

1.6. In the event of an agreement not being reached with the Affordable Housing Provider with regard to the construction costs of the Affordable Housing Dwellings to transfer the interest in the Site upon which the Affordable Housing Dwellings would have been constructed to a further Affordable Housing Provider as the Council nominates in writing within 28 days of written request from the Owners requesting the Council to so nominate and in the event after a further period of three months of the Affordable Housing Land being made available no agreement has been reached with regard to the construction costs of the Affordable Housing Dwellings the Owners shall be at liberty to transfer the interest in the Affordable Housing Land to any Affordable Housing Provider as the Owners shall determine at nil cost

1.7. That when constructed the Owners shall procure that the Affordable Housing Dwellings are constructed in clusters (such clusters not to exceed 10-15 units or such other numbers as is approved by the Council) and to agree the location of each cluster with the Council prior to Commencement of Development of each phase of the Site the Council's agreement to the same not to be unreasonably withheld or delayed

1.8. That the Affordable Housing Dwellings constructed on the Affordable Housing Land will not be used for any purpose other than as Affordable Housing to rent and/or Affordable Housing subject to a shared ownership or shared equity scheme save that such obligations shall not apply :

- a) on a sale to a tenant exercising their right to acquire or purchase under a statutory power or under a voluntary right to buy and their mortgagees and chargees and receivers and any persons or bodies deriving title through them; or
- b) to a shared ownership or shared equity owner acquiring such percentage that will take their ownership to 100% of a property subject to a shared ownership or shared equity lease and their mortgagees, chargees and Receivers or to the successors in title to such persons

1.9. Not to Occupy or permit Occupation of any of the private residential Dwellings constructed on the Site (being residential dwellings other than the Affordable Housing Dwellings) until such time as the Nominations Agreement where no such nomination rights currently exist, has been entered into by the Affordable Housing Provider with the Council and such Nominations Agreement shall be in the terms approved by the Council and unless such Occupation is in accordance with the following provisions of Paragraph 1.10 of this Schedule hereto

1.10. For every seven (7) Affordable Housing Dwellings constructed on the Site for which land is transferred to an Affordable Housing Provider up to twenty (20) private residential Dwellings constructed on the Site may be Occupied.

1.11. The calculation in sub-clause 1.10 above shall be adjusted on a pro rata basis in the event of the transfer of Affordable Housing Dwellings other than in multiples of 10

1.12. The Owners shall have the right to apply to the Council to seek the Council's approval to a different method of calculation from that set out in sub-clause 1.10

above and on receipt of any such application the Council shall not unreasonably withhold or delay its approval to the same

1.13. If the Owners construct more Dwellings on the Site for which planning permission is obtained under the Planning Permission then additional Affordable Housing Dwellings shall be provided on the basis of providing the required 35% out of the total number to be constructed and the above provisions of this Schedule shall so far as applicable apply to the Affordable Housing Dwellings (if any) provided pursuant to this paragraph

1.14. The provisions of this Schedule shall not be binding upon a mortgagee in possession or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however so appointed) including a housing administrator (or to a receiver appointed thereby)(each a "Receiver")) of an Affordable Housing Provider to which the freehold or long leasehold of the Affordable Housing Land and/or Affordable Housing Dwellings has been transferred or any person or bodies deriving title through such mortgagee or charge or Receiver PROVIDED THAT

1.14.1 Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of 3 months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all principle monies, interest, cost and expenses; and

1.14.2 If such disposal is not completed within the 3 month period, the mortgagee, chargee or Receiver shall be entitled to dispose of

the Affordable Housing Dwellings free from the provisions and obligations contained in this Deed which shall determine absolutely.

SCHEDULE SIX

(On-Site Open Space Land and Play Area)

The Owners hereby covenant with the Council:

1. that prior to Commencement of Development a specification shall be submitted to the Council for approval ("the Approved Specification and Landscape Drawings") detailing the location, timetable, layout, landscaping and maintenance for the On-Site Open Space Land, the Play Area Land and Surface Water Drainage Infrastructure.
2. Prior to Commencement of the Development to carry out at its own expense and to provide the Council with copies of all environmental contamination ecological archaeological geotechnical and other surveys undertaken by anyone by or on behalf of the Owner or the Developer (as the case may be) in respect of that part of the Development comprising the On-Site Open Space Land with details of the implications of the surveys and the Owner or the Developer (as the case may be) proposals for dealing with them and a programme for implementation of works and measures arising out of the surveys
3. that Development shall not be Commenced unless and until written approval of the Approved Specification and Landscape Drawings described at Schedule Six paragraph 1 has been received by the Owners from the Council and the Council shall use its best endeavours to provide such approval within 28 days from the date the Approved Specification and Landscape Drawings are submitted to the Council.
4. that they shall not Occupy or permit Occupation of any more than forty five (45) of the Dwellings constructed on the Site until the On-Site Open Space Land and the Play Area Land are laid out in accordance with the Approved Specification and Landscape Drawings and the Council has given approval as required at paragraph 5 of this Schedule PROVIDED THAT this restriction shall not apply in respect of any equipment that is to be installed by the Council using the On-site LEAP Play Area Works Contribution .

5. to include on all promotional literature including sales particulars and plans details of the On-Site Open Space Land and the Play Area Land including a statement that the land will include an equipped children's play area
6. that on completion of the laying out of the On-Site Open Space Land and Play Area Land in accordance with the Approved Specification and Landscape Drawings the Owners will maintain the On-Site Open Space Land and Play Area Land to the satisfaction of the Council for a minimum period of twelve months ("the Maintenance Period") commencing on the date that the Council approves in writing that the layout of the On-Site Open Space Land and Play Area Land has been completed to its satisfaction
7. on expiry of the Maintenance Period the On-Site Open Space Land and the Play Area Land the Owner shall either ,
 - 7.1. notify the Council that it shall maintain the On-Site Open Space Land and Play Area Land in accordance with the Approved Specification and Landscape Drawings; OR
 - 7.2. notify the Council that it shall prior to Occupation of the Penultimate Dwelling pay to the Council the On-site LEAP Play Area Commuted Maintenance Sum and the On-site Public Open Space Commuted Maintenance Sum and transfer the On-Site Open Space Land and Play Area Land to the Council and the Council agrees that it shall subject to a satisfactory final inspection accept such a transfer on the following terms:-
 - 7.3. any environmental contamination remediation scheme reasonably required by the Council or arising pursuant to Paragraph 2 of this Schedule in respect of the On-Site Open Space Land and any parts of the Site immediately adjacent to the On-Site Open Space Land reasonable required by the Council has been implemented by the Owner or Developer (as the case may be).

- 7.4. any programme of archaeological work required and approved by the Council has been implemented by the Owner or Developer (as the case may be) and completed to the reasonable satisfaction of the Council;
- 7.5. any charge over the On-Site Open Space Land has been released and all necessary steps have been taken to enable the Council or its nominee to be registered with an absolute freehold title and Land Registry free from incumbrances
- 7.6. the transfer of such On-Site Open Space Land and Play Area Land shall be in consideration of the sum of £1.00 and shall be subject to a covenant in favour of the Owners not to use the On-Site Open Space Land otherwise than in accordance with the Open Spaces Act 1906
- 7.7. vacant possession shall be given on completion;
- 7.8. for an estate in fee simple in possession;
- 7.9. with full title guarantee;
- 7.10. subject only to the matters specified in the title at [31/08/21] of the On-Site Open Space Land and the Play Area Land to be transferred (other than entries securing monies) and the terms of this Agreement so far as the same relate to and affect the On-Site Open Space Land and Play Area Land
- 7.11. with all necessary rights of access and drainage
8. to indemnify the Council against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with any contamination (as defined by Part IIA of the Environmental Protection Act 1990) identified by the

Council within the boundary of the On-Site Open Space Land and the Play Area Land.

9. The Owners will be responsible for the Council's proper and reasonable legal costs and disbursements incurred by the Council in connection with the transfer to the Council of the On-Site Open Space Land and the Play Area Land

SCHEDULE SEVEN

(Travel Plan)

The Owner covenants with the County Council

1. Not to Commence nor permit Commencement of Development unless and until it has secured the written approval of the County Council to the Framework Travel Plan
2. Prior to Commencement of Development to pay to the County Council the Travel Plan Approval Fee
3. Not to Occupy nor permit Occupation of the Site or any part thereof unless and until it has prepared the Travel Plan and secured the County Council's written approval of it and has thereafter implemented and complied with the Travel Plan in accordance with the requirements and timetable of the approved Travel Plan
4. Without prejudice to the approved Travel Plan the Owner shall not Occupy nor permit Occupation of the Site (or any part thereof) unless and until it has appointed a travel plan co-ordinator for the whole of the Site to implement the Travel Plan and has notified the County Council in writing of such appointment
5. Not to Occupy nor permit Occupation of the Site (or any part thereof) unless and until it has paid to the County Council the Travel Plan Monitoring Fee
6. Not to Occupy nor permit Occupation of the Site unless and until it has provided to the County Council the Travel Plan Bond to the effect that if in the opinion of the County Council acting reasonably the Owner unreasonably fails at any time within five years of Occupation of the Site to deliver the agreed measures/ targets and/or comply with any/all of the measures/targets contained within the Travel Plan the

Surety shall pay to the County Council on demand such sum as may be certified by the County Council to be required up to the amount of the Travel Plan Bond in order to remedy the failure to achieve and implement the agreed measures/targets contained within the Travel Plan or such alternative measures as the County Council in its absolute discretion determines will achieve the overall aims of the Travel Plan or such alternative measures as the Director in his absolute discretion determines will at no greater cost to the Owner achieve the overall aims of the Travel Plan

7. That if it or its successors in title Occupy the Site or any part thereof it or they will implement the Travel Plan relating to the Site or such part of the Site to be Occupied and shall use all reasonable endeavours to achieve the targets set therein

8. ~~That it will in relation to the Site include in any tenant's lease or occupier's license of any part or parts of the Site a covenant that the tenant or occupier will implement the Travel Plan in respect of such part or parts of the Site and further that it will use all reasonable endeavours to enforce such obligations against any such tenant or occupier~~

9. ~~That within twenty (20) working days of the letting of the Site or any part or parts thereof it will procure the delivery to the County Council of a notice giving the following details:~~

- ~~a) the name and address of the tenant;~~
- ~~b) a description of the premises demised;~~
- ~~c) the length of the term; and~~
- ~~d) a sufficient extract of the lease setting out the terms of the covenant expressed in favour of the County Council in relation to the Travel Plan~~

SCHEDULE EIGHT

Council's Covenants

1. The Council covenants with the Owners:

- 1.1 to use all sums received from the Owners under the terms of this Deed (including the Council's Contribution Payments) for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of and directly related to the Development as the Owners and the Council shall agree
- 1.2 to pay to the Payee Owner such amount of any payment made by the Payee Owner to the Council under this Deed (including the Council's Contribution Payments) which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within five (5) years of the date of receipt by the Council of such payment together with interest at the base rate for Barclays Bank Plc for the period from the date of payment to the date of refund.
- 1.3 to provide to the Owners such evidence, as the Owners shall reasonably require, in order to confirm the expenditure of the sums paid by the Owners under this Deed.

SCHEDULE NINE

County Council's Covenants

1. The County Council covenants with the Owners:

- 1.1 to use all sums received from the Owners under the terms of this Deed (including the County Council's Contribution Payments) for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of and directly related to the Development as the Owners and the County Council shall agree
- 1.2 to pay to the Payee Owners such amount of any payment made by the Payee Owners to the County Council under this Deed (including the County Council's Contribution Payments) which has not been expended in accordance with the provisions of this Deed (and money shall be deemed to be expended if the County Council has properly entered into a contract for the expenditure of the money for the purpose for which it is paid which is reasonably likely to result in the fulfilment of that purpose) within ten (10) years of the date of receipt by the County Council of such payment together with interest at the base rate for Barclays Bank Plc for the period from the date of payment to the date of refund.
- 1.3 to provide to the Owners such evidence, as the Owners shall reasonably require, in order to confirm the expenditure of the sums paid by the Owners under this Deed.

SCHEDULE TEN

Nitrate Mitigation

- 1. The Owner covenants with the Council that subject to paragraph 2 below it shall
 - 1.1 pay the Nitrate Mitigation Contribution to the Council prior to the Occupation of the first Dwelling on the Site; and
 - 1.2 not to Occupy or cause or permit Occupation of any of the Dwellings on the Site until the Nitrate Mitigation Contribution has been paid to the Council

In Witness whereof the parties hereto have today executed and delivered this agreement as a Deed

EXECUTED as a DEED by affixing)
THE COMMON SEAL of EASTLEIGH)
BOROUGH COUNCIL in the)
presence of:)

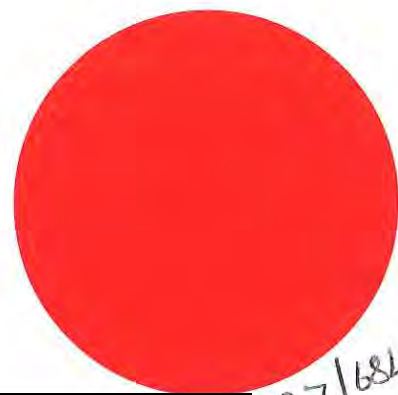


Authorised Signatory
[Redacted Signature]

Head of Legal (acting).

11487

EXECUTED as a DEED by affixing)
THE COMMON SEAL of HAMPSHIRE)
COUNTY COUNCIL in the presence of:-)



37/6840

Authorised Signatory

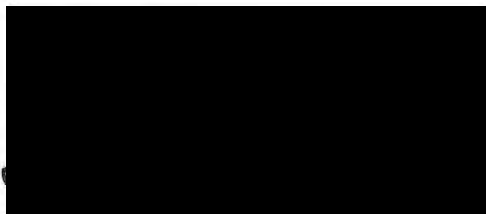
ANNIE BARNES

Name (capitals)

AUTHORISED SIGNATORY

Position (capitals)

EXECUTED and DELIVERED as)
A DEED by ROGER FISHER)
in the presence of)



Witness Name)

MICHAEL AVERY

Witness Signature)



Address)

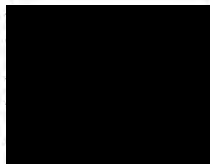
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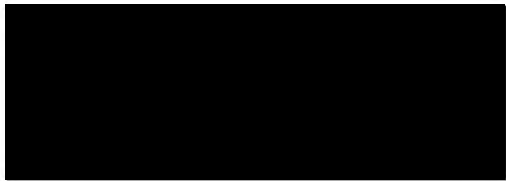
HORSHAM

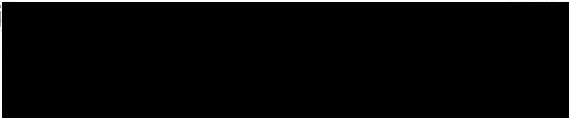
BN12 1EP

Occupation)

COMPANY DIRECTOR

EXECUTED and DELIVERED as) ~~x~~ M. Spake. ~~x~~
A DEED by MARIE SPAKE)
in the presence of)
Witness Name) Steven Doncom
Witness Signature) 
Address) 39 Moore Crescent.
) Netley Abbey.
) SO31 5BK.
Occupation) Retail Manager.

EXECUTED and DELIVERED as) 
A DEED by MAURICE ROLAND FISHER)
in the presence of)
Witness Name)
MICHAEL JEFFERY)

Witness) 
Address)
NETLEY FARM
HUNGERFORD
BURSLEDON
SOUTHAMPTON
SO31 8DE
Occupation)
RETIRED

EXECUTED and DELIVERED as)

A DEED by MOLLY FLORENCE PRICE)

in the presence of)

Witness Name)

Witness Signature)

Address)

Occupation)

CAROLINE CHAWNER

8 SOUTH COURT

HAMBLE

HANTS SO31 4LY

HOUSEWIFE

Signed as a deed by

PHILIP JOHN MUNDY

as attorney for HERITABLE

DEVELOPMENT FINANCE

LIMITED under a power of

attorney dated 12 March 2020

in the presence of:

Signature of PHILIP JOHN MUNDY

as attorney for HERITABLE
DEVELOPMENT FINANCE
LIMITED

Witness Signature:

Witness Name:

Address:

Occupation:

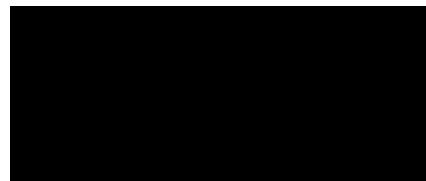
SHANICE VIZIAN

CLIVE Solicitors LLP
5th Floor, Berkshire House
168-178 High Holborn
LONDON
WC1N 7AA

PARALEGAL

EXECUTED and DELIVERED as
A DEED by GLENYS SARA FREEMAN
in the presence of

)
)
)



Witness Name

) MARILYN TURNER

)
)
)



Witness Signature

Address

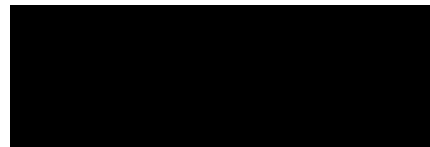
) 2 Red Lion Street
) Bishops Waltham
) Southampton, SO32 1ST

Occupation

) Receptionist

EXECUTED and DELIVERED as
A DEED by EDWARD JOHN FREEMAN
in the presence of

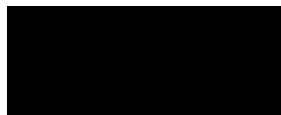
)
)
)



Witness Name

) MARILYN TURNER

)
)
)



Witness Signature

Address

) 2 Red Lion Street
) Bishops Waltham
) Southampton, SO32 1ST

Occupation

) Receptionist

)

)

)

)

)
Signature

)

)

Plant Weeks

Moore Barton, Gateway House,
Chandler's Ford, SO53 3TG

Solicitor

) [REDACTED]
) [REDACTED]
) [REDACTED]
)
) Signed [REDACTED]
) [REDACTED]
) [REDACTED]

) [REDACTED]

Paul Wells

Moore Barken, Catering House, Tollgate
Chandler's Ford S053 3TG

Solicitor