FREETHS

6th November 2019

(1) **SOUTH HOLLAND DISTRICT COUNCIL**

(2) **ADCOCKS DRINKS COMPANY LIMITED**

(3) **PATHBEAM ENTERPRISES LIMITED**

(4) **PARTNER CONSTRUCTION LIMITED**

(5) **WATERLOO HOUSING GROUP LIMITED**

Agreement pursuant to section 106A of the Town and Country Planning Act 1990 relating to land off Crease Drove, Crowland, Spalding, Lincolnshire

ef: PVW/1526/2049384/141
irect Tel: 0845 050 3682
x No: 0115 859 9600
ail: polly.wisner@freeths.co.uk
ated: 22 May 2019
raft No: 1

THIS DEED OF MODIFICATION is made this 6th day of November 2019

BETWEEN

(1)	**"the Council"**	**SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE
(2)	**"the Owner"**	**ADCOCKS DRINKS COMPANY LIMITED** Company Registration number 03747939 of 2 Whitsed Road, Newborough, Peterborough, PE6 7ST
(3)	**"the Chargee"**	**PATHBEAM ENTERPRISES LIMITED** Company Registration number 02582062 of 2 Whitsed Road, Newborough, Peterborough, PE6 7ST
(4)	**"Partner"**	**PARTNER CONSTRUCTION LIMITED** company registration number 07410551 of Units 11 & 12 Parsons Road, Parsons Industrial Estate, Washington, NE37 1HB
(5)	**"Waterloo"**	**WATERLOO HOUSING GROUP LIMITED** a registered society number 7737 under the Co-operative and Community Benefit Societies Act 2014 with number 7737 whose registered office is at 1700 Solihull Parkway, Birmingham Business Park, Solihull., B37 7YD

DEFINITIONS

The meanings ascribed to expressions in the Principal Agreement are (except as provided below) to be applicable to those expressions where used in this Deed

"the Principal Agreement"	means the agreement pursuant to Section 106 of the Act dated 9 October 2017 made between (1) the Council, (2) the Owner and (3) the Chargee and entered in to in respect of the Land

"the Original Planning Permission"	means the planning permission issued by the Council on 9 October 2017 and given reference H02-0554-16
"the S.73 Modification Application"	means the application for the removal or variation of a condition submitted by Partner to the Council on 19 June 2019 for the variation of condition 11 of the Original Planning Permission and allocated reference number H02-0615-19
"the S.73 Permission"	means the planning permission issued pursuant to the S.73 Modification Application

BACKGROUND

(A) The Council is the local planning authority that can enforce the obligations contained in the Principal Agreement.

(B) The Owner is registered with absolute title in respect of the Land.

(C) The Chargee has an interest in the Land registered under title number LL161504 under an Option Agreement dated 24 April 2015 and is willing to enter in to this Deed to give its consent.

(D) Partner has an interest in the Land pursuant to a sale agreement dated 13 December 2018 and made between the Owner and Partner.

(E) Waterloo has an interest in the Land pursuant to a sale agreement dated 28 June 2019 and made between Partner and Waterloo.

(F) The Principal Agreement was entered into in connection with the development the subject of the Planning Permission and further regulating that development.

(G) The Principal Agreement contained obligations relating to the provision of Affordable Housing on the Site and the parties have agreed to enter in to this Deed in order to vary those obligations as set out in clause 3 below and to apply the planning obligations within the Principal Agreement to the S.73 Permission.

1. INTERPRETATION

1.1 Where appropriate the singular includes the plural and vice versa and words importing one gender include all other genders;

1.2 Unless otherwise stated all references to clause numbers schedules and paragraph numbers of schedules are references to the clauses schedules and paragraphs of schedules contained within this Deed;

1.3 References to statutory provisions shall be construed as references to those provisions as may hereafter be amended or re-enacted.

2. STATUTORY PROVISIONS

2.1 This Deed:-

2.1.1 is made pursuant to the provisions of Section 106A of the Act;

2.1.2 is a planning obligation for the purposes of Section 106 of the Act;

2.1.3 is made with the intent to bind the Owner's freehold interest in the Land;

2.1.4 is enforceable by the Council as local planning authority; and

2.1.5 is executed as a deed.

3. VARIATION OF THE PRINCIPAL AGREEMENT

3.1 From the date of this Deed the parties agree that:

3.1.1 paragraph 1.7 of Schedule 3 shall be deleted and replaced with the following wording:

"1.7 From the date of Practical Completion of the Affordable Dwellings in each Phase they shall not be used other than for Affordable Housing save that this obligation shall not be binding on:

1.7.1 any Protected Person or any mortgagee of a Protected Person or any person deriving title from a Protected Person or any successor in title thereto and their respective mortgagees and chargees; or

1.7.2 any purchaser from a mortgagee of an individual Affordable Dwelling pursuant to any default by the individual mortgagor"

3.1.2 Paragraph 1.8 of Schedule 3 shall be deleted in its entirety and replaced with the following:

"1.8 The affordable housing provisions in this Schedule 3 shall not be binding on a mortgagee 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 (howsoever appointed) including a housing

administrator (each a **Receiver**)) of the whole or any part of the Affordable Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable 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 accrued principal monies, interest and costs and expenses; and

- if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the affordable housing provisions in this Schedule 3 which provisions shall determine absolutely."

3.1.3 The definition of "Chargee" in clause 1 of the Principal Agreement shall be deleted.

3.1.4 In paragraph 1.5.3 of Schedule 3 the reference to "paragraph 1.9 below" shall be deleted and replaced with "paragraph 1.8 below".

3.1.5 The definition of "Affordable Housing Scheme" of clause 1 of the Principal Agreement shall be deleted and replaced with the following:

"means the scheme consisting of six (6) one-bedroom Dwellings being plot numbers 19, 20, 21, 26, 27 and 28, twelve (12) two-bedroom Dwellings being plot numbers 17, 18, 22, 23, 24, 25, 29, 30, 31, 32, 49 and 50 and two (2) three-bedroom Dwellings being plot numbers 15 and 16 for use as Affordable Rent Dwellings and twelve (12) two-bedroom Dwellings being plot numbers 2, 5, 13, 14, 38, 41, 43, 44, 45, 46, 47 and 48 and eighteen (18) three-bedroom Dwellings being plot numbers 1, 3, 4, 6, 7, 8, 9, 10, 11, 12, 33, 35, 36, 37, 39, 40 and 42 for use as Intermediate Dwellings or such other mix as the Council may agree in writing."

3.1.6 Paragraph 1.1 of Schedule 3 of the Principal Agreement shall be deleted.

3.1.7 Paragraph 1.9 of Schedule 3 of the Principal Agreement shall be deleted.

3.1.8 The definition of "Education Contribution" in clause 1 of the Principal Agreement shall be deleted in its entirety and replaced with the following:

""**Education Contribution**" means the sum of seventeen thousand pounds (£17,000) which arises out of the need to provide Secondary and Sixth Form School places the contribution of which shall be used towards 1 Form Entry extension of The Deeping School including a new classroom, dining room and changing room"

3.1.9 Annex A of the Principal Agreement shall be deleted.

3.1.10 The definition of "Health Care Facilities Contribution" in clause 1 of the Principal Agreement shall be deleted in its entirety and replaced with the following:

""**Health Care Facilities Contribution**" means the sum of thirty three thousand pounds (£33,000) which shall be used for the purpose of providing 2 additional clinic rooms at the Abbeyview Surgery, Crowland"

3.1.11 Annex B of the Principal Agreement shall be deleted

3.1.12 The definition of "Application" in clause 1 of the Principal Agreement shall be deleted in its entirety and replaced with the following:

""**Application**" means the application for Planning Permission for the Development and allocated reference number H02-0554-16 and/or the S.73 Modification Application"

3.1.13 The definition of "Planning Permission" in clause 1 of the Principal Agreement shall be deleted in its entirety and replaced with the following:

""**Planning Permission"**	means the Original Planning Permission and/or the S.73 Permission"

3.1.14 The draft decision notice for the S.73 Permission annexed to this Deed at Schedule 1 shall be added to Schedule 1 of the Principal Agreement

3.1.15 The definitions of "the Original Planning Permission", "the S.73 Modification Application" and "the S.73 Permission" within the definitions of this Deed shall be inserted into Clause 1 of the Principal Agreement

3.1.16 In all other respects the Principal Agreement (as varied by this Deed) shall remain in full force and effect.

4. APPLICATION

For the avoidance of doubt any steps taken pursuant to the Original Planning Permission by the Owner, the Chargee, Partner, Waterloo and the Council in respect of the Land shall be deemed to have been taken also for the purposes of the S.73 Permission and the Principal Agreement (as varied by this Deed).

5. REGISTRATION OF THIS DEED

This Deed shall be registered as a Local Land Charge in the Register of Local Land Charges maintained by the Council

6. WAIVER

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

7. PARTNER'S AND WATERLOO'S CONSENT

7.1 Partner consents to its interest in the Land being bound hereby and covenants with the Council that upon acquiring a freehold or leasehold interest in the Land it will be subject to the obligations in this Deed as a person deriving title thereto PROVIDED THAT it shall have no liability under the terms of this Deed or the Principal Agreement unless and until it acquires the freehold or a leasehold interest in the Land.

7.2 Waterloo consents to its interest in the Land being bound hereby and covenants with the Council that upon acquiring a freehold or leasehold interest in the Land it will be subject to the obligations in this Deed as a person deriving title thereto PROVIDED THAT it shall have no liability under the terms of this Deed or the Principal Agreement unless and until it acquires the freehold or a leasehold interest in the Land.

8. VAT

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

9. JURISDICTION

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

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The provision of the Contracts Rights of Third Parties Act 1999 shall not apply to this Deed

11. COSTS

Upon the execution of this Deed Partner shall pay to the Council their reasonable legal costs to the Council in connection with the negotiation and preparation of this Deed

EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this deed.

SCHEDULE 1

S.73 PERMISSION

Partner Construction
19 Mallard Way
Pullman Business Court
Pride Park
Derby
DE24 8GX

Council Offices
Priory Road
Spalding
Lincolnshire
PE11 2XE
Admin 01775 764723
DC Officers 01775 761161
Facsimile 01775 762937
planningadvice@sholland.gov.uk
www.sholland.gov.uk

TOWN AND COUNTRY PLANNING ACT 1990

DRAFT

Reference: H02-0615-19 **Date of Decision:**

Applicant: Partner Construction
19 Mallard Way
Pullman Business Court
Pride Park
Derby

Location: Adcocks Drinks Company Crease Drove Crowland

Description: Residential development - approved under H02-0554-16 - Modification of Condition 11 to allow amended wording in relation to works on carriageway/footway (Section 278 work)

1 The development must be begun before *****.

Reason: As required by Section 92 of the Town and Country Planning Act 1990 as amended by the Planning and Compulsory Purchase Act 2004.

2 The development hereby permitted shall be carried out in accordance with the following approved plans accompanying H16-0554-16:

Site Location/Block Plan (1:1250);
Flood Risk Assessment and Sustainable Drainage Assessment (Rolton Group Ltd, ref: 16-0177 XRP001 Rev 2.0);
Preliminary Ecological Survey (Greenwillows Associates Ltd, dated March 2016); and
Arboricultural Report (John Wilcockson, dated 13th March 2016).

Reason: For the avoidance of doubt and in the interests of proper planning.

3 The scheme of landscaping and tree planting shown on dwg. no's. R/2244/1A, R/2244/2A

and R/2244/3A accompanying approved condition compliance application ref. H02-0652-19 shall be carried out and completed in its entirety during the first planting season following practical completion of the development. All trees, shrubs and bushes shall be maintained by the owner or owners of the land on which they are situated for the period of five years beginning with the date of completion of the scheme and during that period all losses shall be made good as and when necessary.

Reason: To ensure that the development is adequately landscaped, in the interests of its visual amenity and that of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

4 The proposed boundary treatment shall be installed in accordance with dwg. no. D02 accompanying approved condition compliance application ref H02-0614-19, and shall be implemented in full before the development is first brought into use.

Reason: In the interests of the character and appearance of the development and the visual amenity of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

5 The publicly accessible open space shall be laid out and made available for use in accordance with the details submitted as part of approved condition compliance application H02-0652-19, and shall thereafter be so maintained.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.
This Condition is imposed in accordance with Policy 32 of the South East Lincolnshire Local Plan, 2019.

6 The landscaping and areas of incidental open space, refuse/recycling collection points and parking courts/private drives shall be maintained in accordance with the details submitted as part of approved condition compliance application H02-0652-19.

Reason: To ensure that adequate open space provision is made available for the occupiers of the development hereby permitted and that provision is made for the management and maintenance of the open space.
This Condition is imposed in accordance with Policy 32 of the South East Lincolnshire Local Plan, 2019.

7 The development hereby permitted shall not be commenced until a scheme to deal with any contamination of land or pollution of controlled waters has been submitted to and approved in writing by the Local Planning Authority (LPA) and until the measures approved in that scheme have been implemented. The scheme shall include all of the following measures:

i) a desk-top study carried out to identify and evaluate all potential sources of contamination and the impacts on land and/or controlled waters, relevant to the site. The desk-top study shall establish a 'conceptual site model' and identify all plausible pollutant

linkages. Furthermore, the assessment shall set objectives for intrusive site investigation works/Quantitative Risk Assessment (or state if none required). Two full copies of the desk- top study and a non-technical summary shall be submitted to the LPA without delay upon completion.
ii) if identified as being required following the completion of the desk-top study, a site investigation shall be carried out to fully and effectively characterise the nature and extent of any land contamination and/or pollution of controlled waters. It shall specifically include a risk assessment that adopts the Source-Pathway-Receptor principle, in order that any potential risks are adequately assessed taking into account the sites existing status and proposed new use. Two full copies of the site investigation and findings shall be forwarded to the LPA without delay upon completion.
iii) thereafter, a written method statement detailing the remediation requirements for land contamination and/or pollution of controlled waters affecting the site shall be submitted to and approved in writing by the LPA, and all requirements shall be implemented and completed to the satisfaction of the LPA. No deviation shall be made from this scheme. If during redevelopment contamination not previously considered is identified, then the LPA shall be notified immediately and no further work shall be carried out until a method statement detailing a scheme for dealing with the suspect contamination has been submitted to and agreed in writing by the LPA.
iv) two full copies of a full closure report shall be submitted to and approved in writing by the LPA. The report shall provide verification that the required works regarding contamination have been carried out in accordance with the approved Method Statement(s). Post-remediation sampling and monitoring results shall be included in the closure report to demonstrate that the required remediation has been fully met.

Note
The applicant is advised that the phased risk assessment required by the Contaminated Land Scheme Condition should be carried out in accordance with the procedural guidance of the Environmental Protection Act 1990 Part 11A.
The applicant's attention is also drawn to the document entitled "Developing Land Within Lincolnshire - A guide to submitting planning applications to develop land that may be contaminated", which can be obtained through the Local Environmental Health Department.

Reason: To assess whether the site is polluted and to address any pollution to ensure a satisfactory development. This issue is integral to the development and therefore full details need to be finalised prior to the commencement of works.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

8 The means of storage and disposal of refuse and recycling shall be implemented in accordance with the details submitted as part of approved condition compliance application H02-0652-19, and shall thereafter be retained.

Reason: To ensure that adequate facilities are made available for refuse storage and disposal to avoid pollution, to protect residential amenity, and in the interests of the appearance of the site and the area within which it is set.
This Condition is imposed in accordance with Policies 2, 3 and 30 of the South East Lincolnshire Local Plan, 2019.

9 All external boxes for gas and electricity supplies and gas flues and soil vent pipes shall be installed in accordance with the details submitted as part of approved condition compliance application H02-0652-19, and there shall be no variation from the details so approved.

Reason: In the interests of the character and appearance of the development and the visual amenity of the area in which it is set.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

10 No part of the development hereby permitted shall be occupied before works to improve Crease Drove by the widening of the carriageway to 5.5 metres and the provision of a 1.8 metre wide frontage footway to link to the existing footway network, together with the provision of associated highway drainage and street lighting have been certified complete by the local planning authority.

Reason: In the interests of safety of the users of the public highway and the safety of the users of the site.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

11 Before each dwelling is occupied the roads and/or footways providing access to that dwelling, for the whole of its frontage, from an existing public highway, shall be constructed to a specification, to first be submitted to and approved by the Local Planning Authority, to enable them to be adopted as Highways Maintainable at the Public Expense, less the carriageway and footway surface courses. The carriageway and footway surface courses shall be completed within three months from the date upon which the erection is commenced of the penultimate dwelling.

Reason: To ensure that a safe and suitable standard of vehicular and pedestrian access is provided for residents throughout the construction period of the development and that the roads and footways are completed within a reasonable period following completion of the dwellings.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

12 No dwellings shall be commenced before the first 60 metres of estate road from its junction with the public highway, including visibility splays has been completed.

Reason: To ensure construction and delivery vehicles, and the vehicles of site personnel may be parked and/or unloaded off the existing highway, in the interests of highway safety and the amenity of neighbouring residents.
This Condition is imposed in accordance with Policy 2 of the South East Lincolnshire Local Plan, 2019.

13 The permitted development shall be undertaken in accordance with a surface water drainage scheme which shall first have been approved in writing by the Local Planning Authority.

The scheme shall:

a) be based on sustainable drainage principles and an assessment of the hydrological and hydrogeological context of the development;
b) Provide details of how run-off will be safely conveyed and attenuated during storms up to and including the 1 in 100 year critical storm event, with an allowance for climate change, from all hard surfaced areas within the development into the existing local drainage infrastructure and watercourse system without exceeding the run-off rate for the undeveloped site;
c) Provide attenuation details and discharge rates which, unless agreed otherwise with the receiving body, shall be restricted to 1.4 litres per second per hectare;
d) Provide details of the timetable for and any phasing of implementation for the drainage scheme; and
e) Provide details of how the scheme shall be maintained and managed over the lifetime of the development, including any arrangements for adoption by any public body or Statutory Undertaker and any other arrangements required to secure the operation of the drainage system throughout its lifetime.

The development shall be carried out in accordance with the approved drainage scheme and no dwelling shall be occupied until the approved scheme has been completed or provided on the site in accordance with the approved phasing. The approved scheme shall be retained and maintained in full in accordance with the approved details.

Reason: To ensure that the permitted development is adequately drained without creating or increasing flood risk to land or property adjacent to, or downstream of, the permitted development.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2019.

14 Before the commencement of the development hereby granted, details of the means of foul water disposal shall be submitted to and approved in writing by the Local Planning Authority. The details so approved shall be implemented in full before the development hereby permitted is first brought into use.

Reason: To ensure that the site is adequately drained and to avoid pollution.
This Condition is imposed in accordance with Policy 30 of the South East Lincolnshire Local Plan, 2019.

15 The construction process shall be carried out in accordance with the Construction Environmental Management Plan submitted as part of approved condition compliance application H02-0613-19.

Reason: In the interests of the amenity of local residents.
This Condition is imposed in accordance with Policies 2 and 3 of the South East Lincolnshire Local Plan, 2019.

16 The precautions to be taken to prevent the deposit of mud on public highways by vehicles travelling from the site during construction of the development shall be in accordance with the details submitted as part of approved condition compliance application H02-0613-19. These precautions shall be made available before commencement of the construction of the development and be kept available and in full working order until such time as the

Local Planning Authority agrees in writing to their withdrawal or the completion of the development.

Reason: In the interests of highway safety during the construction process.
This Condition is imposed in accordance with Policy 3 of the South East Lincolnshire Local Plan, 2019.

17 The archaeological monitoring and recording on site shall only be undertaken in accordance with the Written Scheme of Investigation submitted as part of approved condition compliance application H02-0688-19.

Reason: To ensure the implementation of an appropriate scheme of archaeological monitoring and recording in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2019.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

18 The applicant shall notify the Lincolnshire County Council Historic Environment Department in writing of the intention to commence at least fourteen days before the start of archaeological work required in connection with Condition 17 above in order to facilitate adequate monitoring arrangements.

Reason: To ensure satisfactory archaeological investigation and retrieval of archaeological finds in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2019.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

19 A copy of the final report required in connection with Condition 17 above shall be submitted within three months of the work being carried out to the Local Planning Authority and the Lincolnshire Historic Environment Record. The material and paper archive required as part of the written scheme of investigation shall be deposited with an appropriate archive in accordance with guidelines published in The Lincolnshire Archaeological Handbook.

Reason: To ensure satisfactory arrangements are made for the recording of possible archaeological remains in accordance with national guidance contained in Section 16 of the National Planning Policy Framework, 2019.
This Condition is imposed in accordance with Policy 29 of the South East Lincolnshire Local Plan, 2019.

20 The development hereby permitted shall be carried out in accordance with the measures set out in the Flood Risk Assessment (prepared by Rolton Group, Rev 1.0, dated 12th April 2019) forming part of planning application ref. H02-0406-19, unless otherwise agreed in writing by the Local Planning Authority, in particular the following measures shall be fully implemented before the property is first occupied:

- Finished floor levels shall be set at a minimum of 375mm above existing ground level;
- Flood resilient construction measures shall be incorporated throughout the development to a minimum height of 300mm above finished floor levels;

- An area of safe refuge shall be provided in all dwellings, either within the loft space or on the first floor of the dwelling.

Reason: To ensure that the development does not increase the risk of flooding or be at risk of flooding.
This Condition is imposed in accordance with Policies 3 and 4 of the South East Lincolnshire Local Plan, 2019 and national guidance contained in Section 14 of the National Planning Policy Framework, 2019.

Notes:

The Local Planning Authority has acted positively and proactively in determining this application by assessing it against all material considerations, including national guidance, planning policies and representations that have been received during the public consultation exercise, and subsequently determining to grant planning permission.

This decision notice, the relevant accompanying report and the determined plans can be viewed online at http://planning.sholland.gov.uk/OcellaWeb/planningSearch

This planning permission is subject to an Agreement under Section 106 of the Town & Country Planning Act 1990 dated ********** and can only be implemented as a consequence of meeting the provisions of that Agreement

Phil Norman
Planning and Building Control Manager
South Holland District Council

7th August 2019

The **COMMON SEAL** of
SOUTH HOLLAND DISTRICT COUNCIL
was hereunto affixed in
the presence of:



Authorised Signatory

Signed by)
ADCOCKS DRINKS COMPANY LTD)
Acting by a director in the)
Presence of:)

.....
Director J. ADCOCK

Name of witness: CHRISTOPHER RONAN WATKIN
Signature of witness:
Address: WALLER NEEDHAM & GREEN
72 BROADWAY
PETERBOROUGH
PE1 1SH
Occupation: Solicitor

Signed by ~~as a Deed~~ CHRISTOPHER RONAN WATKIN Solicitor as Attorney for
PATHBEAM ENTERPRISES LTD) under a Power of Attorney dated 10.10.2019
~~Acting by a director~~ in the)
Presence of:)

.....
Director CHRISTOPHER RONAN WATKIN Solicitor

Name of witness: ADELE ROSELLA
Signature of witness: ARosella
Address: WALLER NEEDHAM & GREEN
72 BROADWAY
PETERBOROUGH
PE1 1SH
Occupation: Secretary

Executed as a deed by)
PARTNER CONSTRUCTION LIMITED)
Acting by a director in the)
Presence of:)

.....
Director

Name of witness: Katie Hollis
Signature of witness: KHollis
Address: Durhamgate Suite 1, Green Lane, Spennymoor, DL166FY
Occupation: Office & HR Administrator

Executed as a Deed by

affixing the COMMON SEAL of

WATERLOO HOUSING GROUP LIMITED

in the presence of:

1285

Authorised Signatory GROUP CHIEF EXECUTIVE

Authorised Signatory HOME OWNERSHIP DIRECTOR