

This unilateral deed of consent is dated23 January 2020

To:-

- (1) CHERWELL DISTRICT COUNCIL of Bodicote House Bodicote Banbury Oxfordshire OX15 4AA ("**District Council**")
- (2) OXFORDSHIRE COUNTY COUNCIL whose principal office is at County Hall New Road Oxford OX1 1ND ("**County Council**")

From:-

- (3) DESIMAN LIMITED (Co. Regn. No. 03305153) of Kingsbridge House, 601 London Road, Westcliff-On-Sea, Essex, SS0 9PE ("**Mortgagee**")

BACKGROUND

(A) The Mortgagee has legal charges registered on two parcels of land at Himley Farm, Bicester:

- (a) land owned by P3 Eco (Bicester) Himley Limited ("**First Developer**") and registered at the Land Registry with title number ON339648, and
- (b) land owned by Portfolio Property Partners Limited ("**Second Developer**") and registered at the Land Registry with title number ON237022,

together referred to as the "**Property**".

(B) The First Developer and Second Developer together with the owners of land adjoining the Property will shortly enter into an agreement under s106 of the Town and Country Planning Act 1990 with the District Council and County Council in support of an outline planning permission reference 14/02121/OUT for the development of the Property ("**s.106 agreement**"), in terms agreed by the Mortgagee.

1. Mortgagee's Consent

The Mortgagee acknowledges and declares that the s106 agreement will be entered into by the First Developer and Second Developer with its consent and that the Property shall be bound by the obligations contained in the s106 agreement and that the security of the mortgage over the Property shall take effect subject to the s106 agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under the s106 agreement unless it takes possession of any part of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the First Developer or Second Developer respectively.

2. Local Land Charge

The Mortgagee confirms that the District Council and County Council may enter the s106 agreement as a local land charge and record the completion of this deed against the Property.

Executed as a deed by
DESIMAN LIMITED

acting by a director, in the
presence of:



[SIGNATURE OF DIRECTOR]

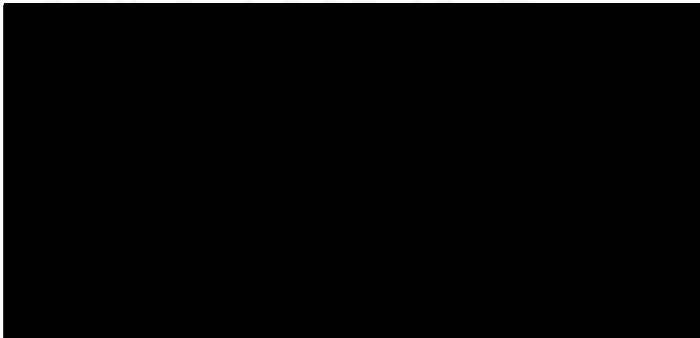
...PAUL FELLOWS

[NAME OF DIRECTOR]



[SIGNATURE OF WITNESS]

SHERENA HUGHES



[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]