

DATED

12 October

2017

- (1) CHERWELL DISTRICT COUNCIL
- (2) DORCHESTER HEYFORD PARK GP LIMITED AND DORCHESTER HEYFORD PARK NOMINEE LIMITED
- (3) HEYFORD PARK ESTATE LIMITED
- (4) HEYFORD PARK DEVELOPMENTS LIMITED
- (5) BOVIS HOMES LIMITED
- (6) SECURE TRUST BANK PLC
- (7) HEYFORD REGENERATION LIMITED

**DEED OF VARIATION OF PLANNING OBLIGATION**

**under Section 106 and section 106A of the Town and Country  
Planning Act 1990**

**relating to affordable housing at Upper Heyford  
Oxfordshire**

DATE 12 October 2017

**PARTIES**

(1) **CHERWELL DISTRICT COUNCIL** of Bodicote House, Bodicote, Banbury, Oxon OX15 4AA ("the District Council"); and

(2) **DORCHESTER HEYFORD PARK GP LIMITED** (Jersey Co Reg No. 103763) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD and **DORCHESTER HEYFORD PARK NOMINEE LIMITED** (Jersey Co Reg No. 103763) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD ("the First Owner"); and

(3) **HEYFORD PARK ESTATE LIMITED** (Co Reg No 7973218) whose registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("the Second Owner");

*Deleted similar*

(4) **HEYFORD PARK DEVELOPMENTS LIMITED** (Co Reg No 09630640) ~~whose~~ <sup>whose</sup> registered office is at Heyford Park House, Heyford Park, Upper Heyford, Bicester, Oxfordshire, OX25 5HD ("Third Owner")

(5) **BOVIS HOMES LIMITED** (Co Reg No 397634) whose registered office is at The Manor House, North Ash Road, New Ash Green, Longfield, Kent, DA3 8HQ ("the Fourth Owner");

(6) **SECURE TRUST BANK PLC** (Co Reg No 00541132) whose registered office is at One Arleston Way, Solihull B90 4LH ("the Mortgagee")

*Deleted similar*

(7) **HEYFORD REGENERATION LIMITED** (Co Reg No 08610471) ~~whose~~ <sup>whose</sup> registered office is at 30 Finlery Circus London EC2M 7DT ("the Fifth Owner")

**DEFINITIONS**

1. For the purposes of this Deed the following expressions shall have the following meanings:

"Act" the Town and Country Planning Act 1990

"Owners" together the First Owner the Second Owner the Third Owner the Fourth

"Phasing Plan"

Owner *and the Fifth Ave* *RS.* *Overalls* *Richard*  
the plan attached to this Deed at  
Appendix 1

"Principal Agreement"

the 2011 Agreement as varied by the  
Supplemental Agreements

"Revised Affordable Housing Scheme"

means the Affordable Housing Scheme  
attached at Appendix 2 which takes  
account of the variation in the Optimum  
Housing Mix referred to in clause 20  
below and takes account of the mix of  
completed Affordable Housing Units and  
the mix of those to be delivered on the  
Undeveloped Housing Areas

"Supplemental Agreements"

the Agreements pursuant to Section 106 *JK*  
A of the 1990 Act dated 28 August 2012,  
27 June 2014, 30 March 2016 and [*5 May 2017*  
] relating to the Upper Heyford Site *Overalls* *Richard*

"2011 Agreement"

the Agreement pursuant to section 106  
of the 1990 Act dated 22 December  
2011 relating to the Upper Heyford Site  
being land at Upper Heyford

"Undeveloped Housing Areas"

the parts of the Upper Heyford Site  
labelled "Phase 4A", "Phase 5c", Phase  
7A", "Phase 7B", "Phase 7C", "Phase  
8A", "Phase 8B", "Phase 4B", "Bovis  
Parcel B2B/B5", "Bovis Parcel B3",  
"Bovis Parcel B4A", "Bovis Parcel B4B"  
and "Bovis Parcel B6" on the Phasing  
Plan

"Upper Heyford Site"

the land defined as "the Site" in the 2011  
Agreement which includes the

Undeveloped Housing Areas

“Working Day”

any day upon which the London clearing banks are open for business

**CONSTRUCTION OF THIS DEED**

2. Where in this Deed reference is made to any recital, clause paragraph schedule or appendix such reference (unless the context otherwise requires) is a reference to a recital, clause paragraph or schedule in, or appendix to, this Deed
3. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
4. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner
5. Wherever there is more than one person named as a party and/or where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
6. “Including” means including without limitation or prejudice to the generality of any preceding description defined term phrase or word(s) and “include” shall be construed accordingly
7. Words denoting an obligation on a party to do any act or matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of that restriction
8. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
9. Reference to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the District Council the successors to their respective statutory functions and any duly appointed employee or agent of the District Council or such successor

10. Any terms not defined within this Deed shall have the meaning attributed to them within the Principal Agreement.
11. Subject to the variations contained in this Deed the terms of the Principal Agreement shall continue to have full force and effect.

## **INTRODUCTION**

12. The District Council is the local planning authority for the purposes of the Act for the area in which the Upper Heyford Site is situated
13. The Owners are the freehold owners of the Undeveloped Housing Areas and in respect of the interest of the Third Owner subject to a charge in favour of the Mortgagee as set out in the Schedule
14. Planning Permission was granted on 22 December 2011 in respect of application 10/01642/OUT relating to the Upper Heyford Site being land at Upper Heyford subject to the 2011 Agreement
15. The 2011 Agreement has been varied by the Supplemental Agreements
16. The Owners have requested a further variation relating to the Optimum Tenure Mix in respect of the Affordable Housing to be provided on the Upper Heyford Site and the District Council has agreed to that variation subject to the completion of this Agreement

## **LEGAL BASIS**

17. This Deed is made pursuant to Sections 106 and 106A of the Act Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers
18. The covenants, restrictions and requirements imposed upon the Owners under this Deed in respect of the Undeveloped Housing Areas create planning obligations pursuant to Section 106 of the Act and are enforceable by the District Council as planning authorities against the Owners
19. This Deed varies the covenants restrictions and requirements in respect of the Affordable Housing to be provided on the Undeveloped Housing Areas pursuant to section 106A of the Act

## **COVENANTS**

20. The Owners covenant with the District Council that from the date hereof the Revised Affordable Housing Scheme shall comprise the Affordable Housing Scheme approved pursuant to the Principal Agreement and for the avoidance of doubt any submission of a Qualifying Application shall comply with the Revised Affordable Housing Scheme unless and until the same is varied by written agreement with the District Council in accordance with Principal Agreement

#### **VARIATION OF PRINCIPAL AGREEMENT**

21. The parties agree that from the date of completion of this Agreement the Principal Agreement shall be varied as follows:

- 21.1 in Schedule 3 of the Principal Agreement the definition of "Optimum Housing Mix" shall be deleted and shall be replaced with the following definition:

"Optimum Housing Mix" means

- Tenure

52% as Affordable Rented Housing

48% as Shared Ownership Housing

- Size and type

A range which provides a balanced and sustainable development to meet future housing needs in the District Council's area"

#### **MISCELLANEOUS**

22. The Owners

- 22.1 will on completion of this Deed pay to the District Council their reasonable legal costs incurred in connection with the preparation and completion of this Deed

- 22.2 will reimburse the District Council in respect of all legal and administrative costs reasonably and properly incurred in connection with the enforcement of any of the provisions in this Deed including but not limited to

- correspondence monitoring and site visits by or on behalf of the District Council
- 22.3 will on completion of this Deed pay to the District Council the sum of five hundred Pounds (£500) as a contribution towards the cost of monitoring and administration of this Deed
23. No provisions of this Deed shall be enforceable under the Contracts (Right of Third Parties) Act 1999 (other than by the parties and their successors in title and assigns and any successor to the District functions)
24. This Deed shall be registered as a local land charge by the District Council
25. Where the agreement, approval, consent or expression of satisfaction of any party is required under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed
26. Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
27. 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 and insofar as reasonably practicable the parties shall amend that clause or clauses in such reasonable manner as achieves the intention of the parties without illegality
28. No person shall be liable for any breach of any of the planning obligations or other provisions in this Deed or the Schedules to this Deed after it shall have parted with its entire interest in the Upper Heyford Site or the part to which the breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest
29. Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the District Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as local authorities

#### **MORTGAGEE'S CONSENT**

30. The Mortgagee acknowledges that the Third Owner's freehold interest in the Undeveloped Housing Areas is bound by the obligations contained in the Principal Agreement as varied by this Deed to the intent that the securing of the Mortgagee's interest over the freehold interest of the Third Owner in the

Undeveloped Housing Areas shall take effect subject to the Principal Agreement as varied by this Deed

**WAIVER**

31 No waiver (whether expressed or implied) by the District Council 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 District Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

**NO FETTER**

32 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the District Council in the exercise of their respective functions in any capacity.

**JURISDICTION**

33 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England in relation to any disputes between the parties arising out of or related to this Deed.

**DELIVERY**

34 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof the parties hereto have executed in counterpart this Deed on the day and year first before written.

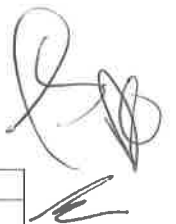


**SCHEDULE  
LANDOWNERSHIP of UNDEVELOPED HOUSING AREAS**

<b>Phase</b>	<b>Title</b>	<b>Owner</b>	<b>Chargee</b>
<del>4A</del>	<del>Pursuant to transfer dated 24 November 2016, as yet unregistered</del>	<del>The Third Owner</del>	<del>Mortgagee</del>
<del>4B</del>	<del>Freehold, pursuant to transfer dated 24 November 2016, as yet unregistered</del>	<del>The Third Owner</del>	<del>Mortgagee</del>
	<del>ON307194</del>	<del>The Second Owner</del>	<del>None</del>
5C	ON288091	The First Owner	None
7A	ON307194	The Second Owner	None
7B	ON288091	The First Owner	None
	ON307194	The Second Owner	None
7C	ON288091	The First Owner	None
8A	ON288091	The First Owner	None
	ON307194	The Second Owner	None
8B	ON288091	The First Owner	None
	ON307194	The Second Owner	None
Bovis B2B/B5	ON309335	The Fourth Owner	None
	ON307194	The Second Owner	None
Bovis B3	ON309335	The Fourth Owner	None
	ON324544	The Fourth Owner	None
Bovis B4A	ON309335	The Fourth Owner	None
Bovis B4B	ON324544	The Fourth Owner	None
Bovis B6	ON324544	The Fourth Owner	None

  
 See  
 Rider  
 District  
 Rules

**Rider to Schedule - table of Landownership of Undeveloped Housing Areas**



<b>Phase</b>	<b>Title</b>	<b>Owner</b>	<b>Chargee</b>
4A	ON329971	The Third Owner	Mortgagee
	ON331367	The Fifth Owner	None
4B	ON329971	The Third Owner	Mortgagee
	ON331367	The Fifth Owner	None
	ON307194	The Second Owner	None

*Onwards  
returned*

**APPENDIX 1**

**Plan**



**KEY**

[Blue outline]	RESIDENTIAL
[Dashed blue outline]	BOVIS PARCELS
[Orange outline]	COMMUNITY USE
[Hatched pattern]	COMMUNITY HALL
[Pink]	ON314054
[Yellow]	ON315991
[Red]	ON309335
[Light brown]	ON307195
[Light blue]	ON315990
[Green]	ON307192
[Light purple]	ON324833
[Light green]	ON324544
[Light blue]	ON314055
[Dark grey]	ON216762
[Orange]	ON307194
[Light grey]	ON286089
[Dark blue]	ON307193
[Medium blue]	ON286091
[Brown]	ON321807
[Dark brown]	BOVIS LAND (VARIOUS TITLES)
[Dark blue]	SUBJECT TO LAND REGISTRATION
[Hatched pattern]	THE ADJOINING LAND

**HEYFORD PARK - PHASING/LAND OWNERSHIP PLAN**



Project: Heyford Park, Dorset. Drawn: 22/12/16. Checked: 22/12/16. Approved: 22/12/16. Scale: 1:2500 @A0. Date: 22/12/16. Sheet No: 07 of 07. Rev: F. Client: Dorchester Group.

**APPENDIX 2**

**REVISED AFFORDABLE HOUSING SCHEME**



## Affordable Housing Scheme

### Upper Heyford

On behalf of Dorchester Group and Bovis Homes

28<sup>th</sup> April 2017

#### 1. Introduction

This Statement has been prepared on behalf of Dorchester Group and Bovis Homes.

It is submitted pursuant to discharging the relevant obligation under the S106 Agreement (with reference to the hybrid planning permission for the new settlement ref 10/01642/OUT dated 22 December 2011) ("the Planning Obligation") concerning the submission and approval of an Affordable Housing Scheme. "Eligible Occupier" has the meaning given to it in the Planning Obligation.

Clause 1.1.3 of Schedule 3 of the S106 Agreement requires that an Affordable Housing Scheme is to be approved by Cherwell District Council.

Since the agreement of an original Affordable Housing Scheme in February 2014, there have been subsequent discussions with the District Council to agree a revised affordable housing mix which increases the proportion of shared ownership.

#### 2. Proposed Mix of tenure and Units

The proposed mix submitted for approval is guided by the needs as assessed from the Housing survey and is as follows:

Affordable Housing Units 309

52/48 Affordable Rent/Shared Ownership Mix

Rent 52%								
Flats		Maisonettes		Houses				
	1b2p	2b4p	1b2p	2b4p	2b4p	3b5p	4b7p	Total
<b>Total Number</b>	<b>45</b>	<b>19</b>	<b>9</b>	<b>6</b>	<b>46</b>	<b>28</b>	<b>8</b>	<b>161</b>
	28%	12%	6%	4%	28%	17%	5%	<b>100%</b>
			3xwch	3xwch				

Shared Ownership 48%					
Flat		Houses			
	2b4p	2b4p	3b5p	4b6p	Total
<b>Total Number</b>	<b>27</b>	<b>61</b>	<b>46</b>	<b>14</b>	<b>148</b>
	18%	41%	31%	10%	<b>100%</b>

**HEYFORD PARK  
AFFORDABLE HOUSING SCHEME**

100% of the affordable units will be constructed to meet Design and Quality Standards – Section 1: Core Standards HQI Minimum Unit Size score.

50% of the affordable units will be constructed to Lifetime Homes Standards, and should include all Elderly units and Maisonettes, which will be located proportionally throughout each phase.

2% of the units will accord to full Wheelchair standard, which equates to 6 units as shown in the above table, which will be located proportionally throughout each phase.

Affordable Housing should be delivered in each Residential Phase as prescribed in the S106.

The affordable units should be transferred to an RP in agreement with the District Council.

The affordable housing units should not be clustered in more than 15 units unless otherwise agreed with the District Council. The exception to this general premise is expected to be within the Trident Area due to the urban design imperative for larger building mass which will be more suited to flats and apartments. The details of the design approach will be established at the Reserved Matters Approval stage in due course.

There will be a small proportion of open market flats or apartments provided as part of the local centre. Affordable rent maisonettes will be provided in appropriate development parcels as consistent with Design Code parameters.

It is noted that due to the Eligible Occupiers and need to match the affordable housing with the existing tenants the tenure on each parcel will need to maintain a degree of flexibility on tenure to accommodate the household identified.

**3. Residential Phasing Plan**

The tables below indicate the phasing of affordable housing provision.

The first table confirms the mix of affordable housing units (both for rent and for shared ownership) completed to date.

The second table confirms the mix of affordable housing for rent and for shared ownership to be delivered in future phases.

**MIX OF COMPLETED AFFORDABLE HOUSING UNITS**

	Rent							Total
	Flat		Houses			Maisonettes		
	1b2p	2b4p	2b4p	3b5p	4b7p	1b2p	2b4p	
Bovis Completed	0	0	12	3	0	0	0	15
Dorchester Completed	0	0	3	4	0	0	0	7
<b>Delivered</b>	<b>0</b>	<b>0</b>	<b>15</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>

**HEYFORD PARK  
AFFORDABLE HOUSING SCHEME**

m/wch m/wch

	Shared Ownership				
	Flat		Houses		
	2b4p	2b4p	3b5p	4b6p	Total
Bovis Completed	0	2	3	2	7
Dorchester Completed	0	19	3	0	22
<b>Delivered</b>	<b>0</b>	<b>21</b>	<b>6</b>	<b>2</b>	<b>29</b>

**MIX OF AFFORDABLE HOUSING UNITS STILL TO BE DELIVERED**

	Rent							
	Flat		Houses			Maisonettes		Total
	1b2p	2b4p	2b4p	3b5p	4b7p	1b2p	2b4p	
<b>To Be Delivered</b>	<b>45</b>	<b>19</b>	<b>31</b>	<b>21</b>	<b>8</b>	<b>9</b>	<b>6</b>	<b>139</b>

m/wch m/wch

	Shared Ownership				
	Flat		Houses		
	2b4p	2b4p	3b5p	4b6p	Total
<b>To be Delivered</b>	<b>27</b>	<b>40</b>	<b>40</b>	<b>12</b>	<b>119</b>



#### **4. Process for Existing Tenants at Upper Heyford**

The site has been assessed and a phasing strategy developed for redevelopment of the existing estate that starts with the northern bungalows (Trenchard Circle) and then works through the estate to the south of Camp Road.

1. The qualification procedure for affordable housing, and also for the local lettings plan, is to be agreed with the District Council.
2. Dorchester and Cherwell District Council will meet each of the tenants/households on a phase by phase basis and assess them on three criteria:
  - a. Qualification for Affordable Housing – they will be assessed against the current Cherwell Affordable Housing Criteria.
  - b. Qualification for Local Letting Plan – they will be assessed against the provisions of the Local Lettings Plan (available from either Dorchester Group or Cherwell District Council).
  - c. Affordability assessment carried out by an Independent Financial Advisor – this will decide if the tenant is able to afford to buy on the open market, buy a shared ownership/equity home, or rent.
3. Dorchester will have the following information available for the tenants:
  - a. Rent levels for the affordable new build units, Shared Ownership Pricing, and the price for the units on the open market (new and refurbished), proposed specification for the units (new, refurbished, affordable)
  - b. Timetable for the refurbishments and therefore dates by which tenants will need to move.
  - c. Timetable for the delivery of the new units for both affordable and open market.

**HEYFORD PARK  
AFFORDABLE HOUSING SCHEME**

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Dorchester will not serve notice ending tenancy or seek possession of any property occupied by an Eligible Occupier until they have been offered an Affordable Housing Unit in accordance with paragraph 1.6 of Schedule 3 to the Planning Obligation. Dorchester may however accommodate existing tenants on alternative equivalent properties on Heyford Park if suitable affordable property is not available at the time that their property is required for refurbishment. An alternative equivalent property will have the same or more bedrooms and will be at the same rent as the property the tenant was in before the move, their rent will then move in line with other equivalent properties across the estate. If an Eligible Occupier has moved into an alternative equivalent property in these circumstances they will remain an Eligible Occupier and will be offered suitable affordable accommodation when available.

Although not part of the Affordable Housing Scheme criteria, there are a number of important considerations that need to be borne in mind by all parties:

1. To refurbish the existing units, they will need to be unoccupied;
2. The refurbishment needs to be programmed in a fixed order through the scheme, and will therefore need to vacate whole roads for the refurbishment works;
3. This process will inevitably result in people moving at least once during this refurbishment; and
4. There will be no refurbished affordable rental or shared ownership/equity properties available for at least the first phase, if at all.

Dorchester will then be able to work with each household/tenant and deal with them depending on where they fit within the following assessment:

Qualifies for an Affordable Rental unit:

1. The tenant will be offered a new build rental property that they are eligible for through the local lettings plan
2. The tenant will choose if they want to move to the property.
3. Review when the property will be delivered.
4. If property to rent is not available to move into, prior to their existing property being required for refurbishment they may be offered another suitable rental property on the estate until their rental property is available. If they are an Eligible Occupier they will not be served notice unless an offer of an affordable unit has been made. If an Eligible Occupier has moved into an alternative equivalent property in the absence of suitable affordable accommodation they will remain an Eligible Occupier and will be offered suitable affordable accommodation when available.
5. If the tenant does not want to rent the new property, then Dorchester may choose to offer the tenant another un-refurbished property on the base to rent – but it is likely this property will eventually get refurbished and they will need to move in due course. If the tenant chooses not to rent the unit they will no longer be an Eligible Occupier.

Qualifies for Shared Ownership/Equity within the Local Lettings Plan and wants to buy:

1. The tenant will be offered a new build unit that they are eligible for through Shared Ownership/Equity.
2. The tenant will choose if they want to buy the unit.
3. Review when the unit will be delivered.

4. If the property to purchase is not available to move into, prior to their existing property being required for refurbishment they may be offered another suitable rental property on the estate until their purchase property is available. If they are an Eligible Occupier they will not be served notice unless an offer of an equivalent unit or affordable unit has been made. If an Eligible Occupier has moved into an alternative equivalent property in the absence of suitable affordable accommodation they will remain an Eligible Occupier and will be offered suitable affordable accommodation when available.
5. If the tenant does not want to buy the property, then Dorchester may choose to offer the tenant another un-refurbished property on the base to rent – but this property will eventually get refurbished and they will need to move in due course. If the tenant chooses not to buy the property they will no longer be an Eligible Occupier.

Does not qualify for affordable housing through the local lettings plan:

1. When the property is required for refurbishment, Dorchester will try and find another un-refurbished property on the site to rent to them – however these properties will eventually be required for refurbishment in due course.

Household does not qualify for affordable housing but is able to afford open market and wants to buy:

1. Select the unit that the tenant wants to buy.
2. Review when this unit will be delivered.
3. If unit to purchase is not available to move into, prior to their existing unit being required for refurbishment, they will need to move into another rental property on the estate until their Open Market Unit is available.

THE COMMON SEAL of )  
CHERWELL DISTRICT COUNCIL

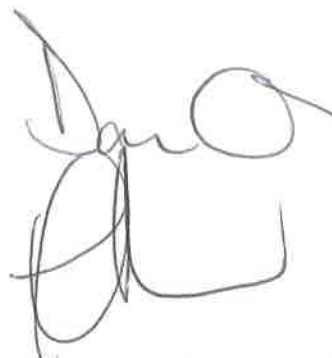
was affixed in the presence of:-

)  
)  


Authorised Signatory:



**EXECUTED** (but not delivered until  
the date inserted herein) **AS A DEED** on behalf  
of **DORCHESTER HEYFORD PARK GP LIMITED**  
a company incorporated in Jersey by



Name *DAVID SILVER*

being a person who in accordance with the laws  
of that territory is acting under authority of the Company

Authorised Signatory

**EXECUTED** (but not delivered until  
the date inserted herein) **AS A DEED** on behalf  
of **DORCHESTER HEYFORD PARK  
NOMINEE LIMITED**  
a company incorporated in Jersey by



Name *DAVID SILVER*

being a person who in accordance with the laws  
of that territory is acting under authority of the Company

Authorised Signatory

**EXECUTED** (but not delivered until  
the date inserted herein) **AS A DEED**  
by **HEYFORD PARK ESTATE LIMITED**

acting by a Director *PAUL SILVER*

*Paul Silver*  
*[Signature]*

in the presence of:

Witness signature:

*[Signature]*

Witness name: *ELENA KING*

Witness address: *4 Raven Court  
Hatfield  
AL10 8QN*

**EXECUTED** (but not delivered until  
the date inserted herein) **AS A DEED**  
by **HEYFORD PARK DEVELOPMENTS LIMITED**

acting by a Director *PAUL SILVER*

*Paul Silver*  
*[Signature]*

in the presence of:

Witness signature:

*[Signature]*

Witness name: *ELENA KING*

Witness address: *4 Raven Court  
Hatfield  
AL10 8QN*

**EXECUTED as a DEED by**

**BOVIS HOMES LIMITED**

by the affixing of its

COMMON SEAL in the

presence of two Authorised

Signatories:

*[Signature]*

*Paul Oliver*  
*PAUL OLIVER*



*C/17/0413*

Executed and Delivered as a deed by

SECURE TRUST BANK PLC

acting by two duly appointed Attorneys under a

Power of Attorney dated ~~3rd December 2015~~

kw

20 February 2017



Attorney



Attorney

Executed (but not delivered until the date inserted herein) AS A DEED by HEYFORD REGENERATION LIMITED acting by a Director

in the presence of

Witness signature

Witness name

Witness address



ATUN ANGELO  
10 WILLING STREET  
LONDON  
SW10 9AL

