NORMAN ROBERT GAUTREY OWEN WILLIAM CLARKE LINDA ANN
MYNOTT MARTIN PAUL GAUTREY DORIS LILIAN GAUTREY

and

VERA MARGARET NORMAN

and

GLADMAN DEVELOPMENTS LIMITED

and

SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL

Planning obligation by Deed of Agreement under the Town and Country
Planning Act 1990 section 106

relating to

Land at Rampton Road
Cottenham
Cambridge

GLADMAN

Gladman House
Alexandria Way
Congleton Business Park
Congleton, Cheshire
CW12 1LB
Tel: 01260 288800
Fax: 01260 288891
THIS AGREEMENT is made the 7 day of August 2017

BETWEEN:

1) DORIS LILIAN GAUTREY of ____________________________ and NORMAN
    ROBERT GAUTREY of ____________________________ and OWEN WILLIAM
    CLARKE of ____________________________ and LINDA ANN MYNOTT of
    ____________________________ and MARTIN PAUL GAUTREY of
    ____________________________ (the 'First Owner')

2) VERA MARGARET NORMAN of ____________________________ (the 'Second
    Owner')

3) SOUTH CAMBRIDGESHIRE DISTRICT COUNCIL of South Cambridgeshire Hall Cambourne Business Park
    Cambourne Cambridge CB23 6EA ('the Council');

4) GLADMAN DEVELOPMENTS LIMITED (company registration number 3341567) whose registered office
    is at Gladman House Alexandria Way Congleton CW12 1LB ('the Promoter')

RECITALS

1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the
    Site is situated.
2) The Owner is the freehold owner of the Site as set out in Schedule 1.
3) The First Owner and the Promoter have entered into or agreed to adhere to the Promotion
    Agreement
4) The Second Owner and the Promoter have entered into the Option Agreement
6) The Council has resolved to grant planning permission in respect of the Application subject to the prior completion of this Deed to regulate the development and to secure the planning obligations contained herein.

7) The parties prepared to enter into this deed in order to secure the planning obligations it creates in the event that Planning Permission is granted pursuant to the Application.

8) The Council in resolving to approve the Application is satisfied that the planning obligations sought under the provisions of this Deed meet the tests set out in Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

NOW THIS DEED WITNESSES as follows:

1. Definitions and interpretation

1.1 Definitions

For the purposes of this deed the following expressions shall have the following meanings:

1.1.1 'the 1990 Act' means the Town and Country Planning Act 1990 (as amended)

1.1.2 'Affordable Housing' means Affordable Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market, where eligibility is determined with regard to local incomes and local house prices and which remains at an affordable price for future eligible households

1.1.3 'the Affordable Housing Land' means the land within the Site upon which the Affordable Housing Units are to be constructed

1.1.4 'the Affordable Housing Scheme' means the scheme submitted in accordance with the Planning Permission which shall include details of:
(i) the numbers, type, tenure and location on the Site of the Affordable Housing Units;
(ii) the timing of the construction of the Affordable Housing Units and its phasing and delivery for occupation in relation to the occupancy of the Market Housing Units;
(iii) the arrangements for the transfer of the Affordable Housing Units to a Registered Provider;
(iv) the arrangements to ensure that such provision is affordable for both first and subsequent occupiers of the Affordable Housing Units and
(v) the occupancy criteria to be used for determining the identity of the occupiers of the Affordable Housing Units and the means by which such occupancy criteria shall be enforced such that (unless otherwise agreed in writing between the Council and the
Owner and/or the Registered Provider) eight (8) of the Affordable Housing Units shall be allocated to those having a local connection to Cottenham and the remaining Affordable Housing Units being allocated on a 50/50 division between those having a local connection to Cottenham and those having a District-wide connection to administrative area of the Council.

1.1.5 "the Affordable Housing Units' means that part of the Development comprising 40% (forty per cent) of the Dwellings which shall be constructed for Affordable Housing 70% (seventy per cent) of which shall be Affordable Rented Housing and 30% (thirty per cent) of which shall be Intermediate Housing and 'an Affordable Housing Unit' shall be construed accordingly.

1.1.6 'Affordable Rented Housing' has the meaning set out in Annex 2 to the NPPF.

1.1.7 'the Application' means the application for outline planning permission for the Development validated on 10 July 2017 submitted to the Council and allocated reference number S/2413/17/OL.

1.1.8 'a Chargee' means any mortgagee or chargee of the Registered Provider, the successors in title to such a mortgagee or chargee, or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925.

1.1.9 'the Chargee's Duty' means the tasks and duties set out in Schedule 2 paragraph 2.5.

1.1.10 'the Commencement of Development' means the commencement of any material operation (as defined in the 1990 Act section 56(4)) forming part of the Development other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and 'Commence Development' shall be construed accordingly.

1.1.11 'the Date of Practical Completion' means the date of issue of a certificate of practical completion by the Owner's architect or, if the Development is constructed by a party other than the Owner, by that other party's architect.

1.1.12 'the Development' means the development of the Site with up to 200 residential dwellings (including up to 40% affordable housing) and up to 70 apartments with care (C2); demolition of number 117 Rampton Road, introduction of structural planting and landscaping, informal public open space and children's play area, surface water flood mitigation and attenuation, vehicular access points from Rampton Road and associated...
ancillary works. All matters reserved with the exception of the main site accesses pursuant to the Planning Permission

1.1.13 'a Dwelling' means a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and 'Dwellings' shall be construed accordingly

1.1.14 'Expert' means a person of relevant technical expertise appointed by the parties or by the President for the time being of the Royal Institution of Chartered Surveyors pursuant to clause 13 (Dispute Resolution)

1.1.15 'the HCA' means the Homes and Communities Agency created pursuant to the Housing and Regeneration Act 2008 exercising the functions in relation to the funding of affordable housing and includes any successor body exercising similar functions

1.1.16 'Intermediate Housing' has the meaning set out in Annex 2 to the NPPF

1.1.17 'the Market Housing Units' means that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing

1.1.18 'the NPPF' means the National Planning Policy Framework issued by the Department for Communities and Local Government and dated March 2012

1.1.19 'to Occupy' means to occupy or permit or suffer to be occupied for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and 'Occupation' and 'Occupied' shall be construed accordingly

1.1.20 'Option Agreement' means an option agreement relating to 117 Rampton Road Cottenham dated 14 December 2015 and made between (1) the Second Owner and (2) the Promoter

1.1.21 'Owner' means together the First Owner and the Second Owner

1.1.22 'Party' means any of the parties to the Deed

1.1.23 'the Plan' means the plan attached to this Deed

1.1.24 'the Planning Permission' means the outline planning permission subject to conditions to be granted by the Council pursuant to the Application

1.1.25 'the Promotion Agreement' means a promotion agreement dated 6 November 2015 in respect of the Site and made between the Norman Robert Gautrey Owen William Clarke Doris Lilian Gautrey and the Promoter

1.1.26 'a Protected Tenant' means any tenant who:
1.1.26.1 has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of an Affordable Housing Unit; or

1.1.26.2 has exercised any statutory right to buy (or any equivalent contractual right) in respect of an Affordable Housing Unit; or

1.1.26.3 was granted a shared ownership lease (or similar arrangement where a share of an Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) by the Registered Provider in respect of an Affordable Housing Unit and has subsequently purchased all the remaining shares from the Registered Provider so that the tenant owns the entire Affordable Housing Unit

1.1.27 'the Registered Provider' means a registered provider of social housing within the meaning of Section 80(2) of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the HCA or any other body who may lawfully provide affordable housing from time to time

1.1.28 'the Site' means the land against which this Deed may be enforced shown edged red on the Plan and described in Schedule 1

1.2 Interpretation

1.2.1 Reference in this Deed to any recital, clause, paragraph or schedule is, unless the context otherwise requires, a reference to the recital, clause, paragraph or schedule in this Deed so numbered

1.2.2 Words importing the singular meaning include the plural meaning and vice versa where the context so admits

1.2.3 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 interchangeable in that manner

1.2.4 Wherever an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually unless there is an express provision otherwise

1.2.5 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
1.2.6 Save in respect of clause 11 (Indemnity) references to any Party shall include the successors in title to that Party and any person deriving title through or under that Party and in the case of the Council the successors to its statutory functions.

1.2.7 Headings where they are included are for convenience only and are not intended to influence the interpretation of this Deed.

2. **Legal basis**

2.1 This Deed is made pursuant to Section 106 of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.

2.2 The terms of this Deed are intended to create planning obligations binding on the Owner and the Site pursuant to Section 106 of the 1990 Act and are enforceable as such by the Council as local planning authority.

3. **Conditions, duration and enforcement**

3.1 **Conditions precedent**

The obligations contained in this Deed are conditional upon:

3.1.1 the grant of the Planning Permission, and

3.1.2 the Commencement of Development

save for the provisions of clauses 6 and 11 and any other relevant provisions which shall come into effect immediately upon completion of this Deed.

3.2 **Duration**

3.2.1 This Deed shall cease to have effect in so far only as it has not already been complied with if the Planning Permission is quashed revoked or otherwise withdrawn or without the consent of the Owner it is modified by any statutory procedure or expires before the Commencement of Development.

3.2.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after parting with his entire interest in the Site or his interest in that part of the Site on which the breach occurs, but without prejudice to liability for any subsisting breach arising before parting with that interest.

---

M:\Legal Documents\STRATEGIC LAND - (formerly FLP)\2014\2014 Cottenham, Rampton Road\New Application S.106\Affordable Housing\Engrossment\17-08-03 Cottenham Third App Housing S.106 Engrossment.docx
3.3 **Other development**

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

3.4 **Non-enforcement**

3.4.1 This Deed shall not be binding or enforceable against:

(a) owners, occupiers or tenants of individual Dwellings nor against those deriving title from them nor their mortgagees or chargees save for:

(i) paragraph 2 of Schedule 2 where the relevant Dwelling is an Affordable Housing Unit and where the owners, occupiers or tenants of such Affordable Housing Unit(s) shall be bound by the provisions of the Affordable Housing Scheme and

(ii) where there are restrictions on the Occupation of the Dwellings to prevent Occupation taking place where there would otherwise be a continuing breach because of the non-payment of monies or because of the non-delivery of Affordable Housing then such restrictions on the Occupation of the Dwellings (but not the substantive obligation to pay monies or deliver Affordable Housing) shall bind the owners occupiers or tenants of the Dwellings who shall not Occupy any Dwelling in breach of such restrictions pending a payment of the monies or the delivery of the Affordable Housing (as appropriate) PROVIDED ALWAYS THAT where a Dwelling has been lawfully Occupied (i.e. because there has been no breach of an Occupation restriction at the time of completion of the legal transfer of a relevant individual Dwelling) then the owner occupier or tenant of that Dwelling (or their successors in title or mortgagees) will not be liable for breach of an Occupation restriction which becomes effective at a later date and such Occupation restriction will bind only the owners occupiers or tenants of those Dwellings which have not been transferred at the time the further Occupation restriction becomes applicable

(b) any Protected Tenant

3.4.2 The obligations contained in this Deed shall not be binding upon or enforceable against any statutory undertaker or other person who acquires any part of the Site or any interest.
in it for the purposes of the supply of electricity, gas, water, drainage, telecommunications services or public transport services

4. **Covenants**
   4.1 The Owner covenants with the Council as set out in Schedule 2
   4.2 The Council covenants with the Owner as set out in Schedule 3

5. **The Promoter**
   5.1 The Promoter acknowledges and declares that:
      5.1.1 this Deed has been entered into by the Owner with its consent; and
      5.1.2 the Site shall be bound by the obligations contained in this Deed

6. **Provisions of immediate effect**
   6.1 Nothing in this Deed shall create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999
   6.2 The Owner covenants with the Council to give the Council prompt written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to contain details of the transferee’s full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

7. **Notices**
   7.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing
   7.2 The address for any notice or other written communication shall be within the United Kingdom
   7.3 A notice or communication shall be served or given:
      7.3.1 on the Owner at the addresses given at the beginning of this Deed or such other address as shall be notified in writing to the Council from time to time;
      7.3.2 on the Promoter at its registered office given at the beginning of this Deed or from time to time, or such other address as shall be notified in writing to the Council from time to time, marked for the attention of Gladman Legal Department;
7.3.3 on the Council at the address given at the beginning of this Deed or such other address as shall be notified in writing to the parties from time to time marked for the attention of the Section 106 Monitoring Officer

8. **Local land charge**

This Deed shall be registered as a local land charge by the Council

9. **Jurisdiction and legal effect**

9.1 This Deed shall be governed by and interpreted in accordance with the law of England

9.2 In so far as any clause or clauses of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

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

9.4 The provisions of this Deed (other than this clause 9.4 which shall be effective in any event) shall be of no effect until this Deed has been dated

10. **VAT**

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

11. **Indemnity**

11.1 The Promoter (to the extent that the First Owner has not been released from the planning obligations set out in this deed pursuant to clause 3.2.2 of this deed) hereby indemnifies and shall keep indemnified the First Owner during the term of the Promotion Agreement against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the First Owner under this deed and any breach or non-performance of those obligations PROVIDED THAT this clause shall not be for the benefit of any successor in title to the Owner pursuant to a Disposal as defined in the Promotion Agreement

11.2 The Promoter (to the extent that the Second Owner has not been released from the planning obligations set out in this deed pursuant to clause 3.2.2 of this deed) hereby indemnifies and shall
keep indemnified the Second Owner during the term of the Option Agreement against all or any actions, judgements, penalties, damages, losses, costs, claims, expenses, liabilities and demands arising from the obligations of the Second Owner under this deed and any breach or non-performance of those obligations.

12. **Reasonableness**

Any notice consent or approval to be given pursuant to the terms of this Deed by any Party shall not be unreasonably withheld or delayed and the parties to this deed hereby agree to act reasonably in carrying out their functions obligations and covenants as described in this Deed provided that the Council shall not be required thereby or by any provision of this deed to act otherwise than in accordance with its statutory function

13. **Dispute Resolution**

13.1 If any dispute arises between any or all of the parties with respect to a matter falling for determination under this deed (other than over an issue of law or interpretation of this deed), and the dispute persists six (6) weeks after it is raised in writing by any party then

13.1.1 the dispute may at the instance of any disputing party be referred to an Expert;

13.1.2 in the absence of agreement within twenty one (21) days of the notice invoking this clause, then the disputing party(ies) may seek nomination of an Expert by the President for the time being of the Royal Institution of Chartered Surveyors and nomination shall be final.

13.2 An Expert shall;

13.2.1 not be liable in the making of his or her decision save to the extent in law as provided in relation to the decisions of an expert;

13.2.2 give each disputing party the opportunity to comment on the representations of the other

13.2.3 make a decision that is final and conclusive as between the disputing parties to such dispute (except in regard to matters of law or in the case of manifest error); and
13.2.4 be replaced by a fresh appointee in the event of him or her becoming at any time unable or unwilling for any reason to proceed to discharge his or her functions such fresh appointee to be appointed in the manner prescribed in clause 13.1; and

13.2.5 make his or her decision within six (6) weeks of being appointed.

13.3 The costs of appointing an Expert under clause 13.1 shall be shared equally by the parties involved in the dispute except where the Expert takes the view that one party has acted unreasonably in which case the Expert shall have binding discretion as to apportionment of those costs.

IN WITNESS of which the Parties have executed this Deed as a deed and delivered it the day and year first before written.
## SCHEDULE 1

The Owner’s title and Site Description

<table>
<thead>
<tr>
<th>Number</th>
<th>Title Number</th>
<th>Description of Site</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TBC (Formerly part of title number CB390014)</td>
<td>Land at Rampton Road Cottenham Cambridge, edged blue on the plan to the transfer dated 23 January 2017 made between (1) Doris Lilian Gautrey, Norman Robert Gautrey, and Owen William Clarke and (2) Norman Robert Gautrey, Owen William Clarke, Linda Ann Mynott and Martin Paul Gautrey</td>
<td>Norman Robert Gautrey, Owen William Clarke, Linda Ann Mynott and Martin Paul Gautrey</td>
</tr>
<tr>
<td>2</td>
<td>CB409362</td>
<td>Land Lying to the south-west of Rampton Road Cottenham Cambridge</td>
<td>Norman Robert Gautrey, Owen William Clarke, Linda Ann Mynott and Martin Paul Gautrey</td>
</tr>
<tr>
<td>3</td>
<td>CB409363 (part)</td>
<td>Land Lying to the south-west of Rampton Road Cottenham Cambridge</td>
<td>Doris Lilian Gautrey</td>
</tr>
<tr>
<td>4</td>
<td>CB412755</td>
<td>117 Rampton Road Cottenham Cambridge CB24 8TJ</td>
<td>Vera Margaret Norman</td>
</tr>
</tbody>
</table>
SCHEDULE 2

The Owner's covenants with the Council

1. **Progress of development**

The Owner shall within five (5) Working Days of the following events occurring give the Council written notice of:

1.1 The Commencement of Development;
1.2 upon Occupation of the Development;
1.3 the first Occupation of the Dwelling which represents 50% (fifty per cent) 75% (seventy five per cent) and 89% (eighty nine per cent) of the Market Housing Units

2. **Affordable housing**

2.1 The Owner shall not permit nor allow the Commencement of Development until the Affordable Housing Scheme has been agreed in writing by the Council.
2.2 No more than 50% (fifty per cent) (rounded up to the nearest whole number) of the Market Housing Units shall be Occupied until 50% (fifty per cent) of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notification of that has been received by the Council AND no more than 75% (seventy five per cent) (rounded up to the nearest whole number) of the Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notification of that has been received by the Council
2.3 From the Date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with the approved Affordable Housing Scheme the Planning Permission and the provisions of this Deed
2.4 No more than 80% (eighty per cent) (rounded up to the nearest whole number) of the Market Housing Units shall be Occupied until the Affordable Housing Units have been transferred to the Registered Provider such transfer to include the following:
   2.4.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Land;
2.4.2 full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits in the adjoining land up to and abutting the boundary to the Affordable Housing Land all such services to be connected to the mains; and

2.4.3 a reservation of all rights of access and passage of services and rights of entry necessary for the purposes of the Development

2.5 The Chargee shall, before seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, give not less than three (3) months' prior notice to the Council of its intention to dispose, and the following provisions shall apply, provided that the rights and obligations in this paragraph shall not require the Chargee to act contrary to its duties under the charge or mortgage:

2.5.1 If the Council responds within three (3) months from receipt of the Chargee's notice and indicates that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing, the Chargee shall co-operate with those arrangements and use its best endeavours to secure the transfer.

2.5.2 If the Council or any other person cannot within three (3) months of the date of service of its response under paragraph 2.5.1 secure the transfer then, provided that the Chargee has complied with its obligations under paragraph 2.5.1, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph which shall then cease to apply to those units.

2.5.3 If the Council does not serve its response to the Chargee's notice within three (3) months, the Chargee shall be entitled to dispose of the Affordable Housing Units free of the restrictions set out in this paragraph which shall then cease to apply to those units.
SCHEDULE 3

The Council's Covenants

1. At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.
SIGNED AS A DEED by
DORIS LILIAN GAUTREY
In the presence of:

Witness name: ...
Witness address: ...
Occupation: ...

SIGNED AS A DEED by
OWEN WILLIAM CLARKE
In the presence of:

Witness name: ...
Witness address: ...
Occupation: ...
SIGNED AS A DEED by
NORMAN ROBERT GAUTREY
In the presence of:

Witness name: ..............................................
Witness address: ..............................................
Occupation: ..............................................

OR

SIGNED AS A DEED by OWEN WILLIAM CLARKE as attorney for
NORMAN ROBERT GAUTREY under a power of attorney dated 30 March 2017 relating to the land referred to in row number 1 of Schedule 1 to this Deed

In the presence of:
Witness name: ..............................................
Witness address: ..............................................
Occupation: ..............................................
SIGNED AS A DEED by OWEN WILLIAM CLARKE as attorney for

NORMAN ROBERT GAUTREY under a power of attorney dated 30 March 2017 relating to the land referred to in row number 2 of Schedule 1 to this Deed

In the presence of:

Witness name: ...........................................
Witness address: ...........................................

Occupation: ............................................

SIGNED AS A DEED by MARTIN PAUL GAUTREY

In the presence of:

Witness name: ...........................................
Witness address: ...........................................

Occupation: ............................................

SIGNED AS A DEED by LINDA ANN MYNOTT

In the presence of:

Witness name: ...........................................
Witness address: ...........................................

Occupation: ............................................
SIGNED AS A DEED by
VERA MARGARET NORM
In the presence of:

Witness name: 

Witness address: 

Occupation: 

EXECUTED as a deed by
GLADMAN DEVELOPMENTS LIMITED
acting by 

in the presence of: 

Signature of: 

Name of Witness: 

Address of Witness: 

Occupation of Witness: 
Signed as a deed by and as attorney for **GLADMAN DEVELOPMENTS LIMITED** under a power of attorney dated 6 September 2016

both in the presence of:

Signature of Witness
Name of Witness
Address of Witness

______________________________

as attorney for **GLADMAN DEVELOPMENTS LIMITED**

______________________________

as attorney for **GLADMAN DEVELOPMENTS LIMITED**

______________________________

Gladman Legal Department
Gladman House
Alexandria Way
Congleton Business Park
Congleton Cheshire
CW12 1LB
The **COMMON SEAL of SOUTH CAMBRIDGESHIRE DISTRICT** was hereunto affixed in the presence of:-

---

**Solicitor**

for Chief Executive