

DATED

2021

(1) HAMPSHIRE COUNTY COUNCIL

and

(2) WINCHESTER CITY COUNCIL

and

(3) THE COUNCIL OF THE BOROUGH OF HAVANT

and

(4) WEST WATERLOOVILLE DEVELOPMENTS LIMITED

and

(5) GRAINGER PLC

and

(6) MARK THISTLETHWAYTE

DEED OF VARIATION

To a Section 106 Agreement

Relating to land west of London Road,

Waterlooville, Hampshire

SHOOSMITHS

Forum 5
The Forum
Parkway
Whiteley
Fareham
Hampshire
PO15 7PA
Ref. M-00902289

THIS DEED is made on

2021

BETWEEN

1. **HAMPSHIRE COUNTY COUNCIL**, of The Castle Winchester Hampshire SO23 8UJ (the "County Council");
2. **WINCHESTER CITY COUNCIL**, of City Offices Colebrook Street Winchester Hampshire SO23 9LJ ("Winchester");
3. **THE COUNCIL OF THE BOROUGH OF HAVANT**, of Public Service Plaza Civic Offices Civic Centre Road Havant Hampshire PO9 2AX ("Havant");
4. **WEST WATERLOOVILLE DEVELOPMENTS LIMITED** (Company number 03047254) whose registered office is at Citygate Saint James Boulevard Newcastle Upon Tyne NE1 4JE ("WWDL");
5. **GRAINGER PLC** (Company number 00125575) whose registered office is Citygate Saint James Boulevard Newcastle Upon Tyne ("Grainger");
6. **MARK EDWARD THISTLETHWAYTE** of Fairfield House Hambledon Hampshire PO7 4RY (the "Chargee")

BACKGROUND

- (A) Planning permission was granted pursuant to the Planning Application by decision dated 30 March 2012 for the Development of the Site.
- (B) The parties agree that the Principal Agreement should be varied on the terms now following

The parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Save where expressly stated otherwise the words and expressions used in this Deed shall have the meaning assigned to them in the Principal Agreement.
- 1.2 In this Deed the following terms have the following meanings:

"Principal Agreement"	means the agreement pursuant to Section 106 of the Act dated 30 March 2012 between (1) the County Council (2) Winchester (3) Havant (4) West Waterlooville Developments Limited (5) Grainger Plc and (6) Mark Edward Thistlethwayte
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- 1.3 Clause headings shall not affect the interpretation of the Deed.
- 1.4 Unless the context otherwise requires, reference to clauses are to the clauses of this Deed.
- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.6 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.7 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.8 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its statutory functions.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 An obligation in the Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 Where an obligation fails 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.

2 STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to the provision of sections 106A of the 1990 Act, section 111 of the Local Government Act 1972, and any other enabling powers.
- 2.2 This Deed is supplemental to the Principal Agreement which shall continue in full force and effect.
- 2.3 This Deed shall come into effect upon the date of this Deed.
- 2.4 Where any obligation under the Principal Agreement has been complied with that obligation shall be deemed to have been complied with under the Principal Agreement as varied by this Deed.
- 2.5 The parties to this Deed agree that the obligations referred to in the following clauses contained in the Principal Agreement have been complied with and/ or are no longer capable of enforcement:
- 2.5.1 clauses 20.45 to 20.52 inclusive;
- 2.5.2 clause 23.1;
- 2.5.3 clause 23.4;
- 2.6 The parties to this Deed agree that the Principal Agreement shall be varied from the date hereof as contained in clause 3 below.

3 VARIATION TO THE PRINCIPAL AGREEMENT

- 3.1 Save as expressly varied by this Deed the Principal Agreement shall remain in full force and effect.
- 3.2 The definition of "**Approved Phased Area Strategy**" shall be deleted.
- 3.3 The definition of "**Arts Contribution**" shall be deleted and replaced as follows:

“**Arts Contribution**” means the sum £420,290.58 (Indexed) payable by the Developer to Winchester as set out in Clause 16 of this Deed of which Winchester acknowledge £112,301.08 has been received;”

- 3.4 The definition of “**Community Development Contribution**” shall be deleted and replaced as follows:

“**Community Development Contribution**” means the sum of [] pounds (£[]) (Indexed) towards provision of a Community Development Worker to serve the Development and the Old Park Farm Site;”

Commented [MG1]: TBC – subject of on going discussions between our clients.

- 3.5 The definition of “**Phased Area Strategy**” shall be deleted.

- 3.6 **Clause 7** shall be deleted in its entirety.

- 3.7 **Clause 8.1.3** and **Clause 8.1.4** shall be deleted and replaced as follows:

“8.1.3 that subject to Clauses 8.7.2 and 8.7.3 sufficient land for the provision of the Affordable Housing Units will be identified and designated Affordable Housing Land in each Phased Area and each Phased Area will provide that between thirty-five and forty-five per cent (35 - 45%) of the Residential Units on that Phased Area are Affordable Housing Units;

8.1.4 that the Affordable Housing Units shall be provided on the Site in accordance with the Housing Mix Ratio (unless otherwise agreed by the Relevant Authority or pursuant to Clause 8.13 and 8.15);”

- 3.8 **Clause 8.10.2** shall be deleted and replaced as follows:

“8.10.2 where the said Reserved Matters Area is identified as not providing any Affordable Housing Units; or”

- 3.9 **Clause 8.30.1** shall be deleted in its entirety.

- 3.10 **Clause 8.32.1** shall be deleted and replaced as follows:

“8.32.1 a plan of those Affordable Housing Units to be provided on the Reserved Matters Area showing their location and having due regard for the requirement of the Design Code”

- 3.11 **Clause 8.32.9** shall be deleted in its entirety.

- 3.12 **Clause 8.57** shall be deleted and replaced as follows:

“8.57 Any Affordable Housing Reserved Matters Area Strategy shall be reviewed annually.”

- 3.13 **Clause 9.3** shall be deleted in its entirety.

- 3.14 **Clause 9.5** shall be deleted and replaced as follows:

“9.5 The Public Access Masterplan may be updated as necessary with the agreement of the Relevant Authority and the County Council if appropriate.”

- 3.15 **Clause 9.6** shall be deleted in its entirety.

3.16 **Clause 9.8** shall be deleted and replaced as follows:

Negative Covenants

“9.8 The Developer shall not Occupy any Residential Units or any Traffic Generation Units comprised within any Phased Area unless any public access routes within that Phased Area which are required to be constructed prior to such Occupation have been constructed to the reasonable satisfaction of the Relevant Authority or the County Council as appropriate in accordance with the specification and timetable to be agreed in writing between the Parties.”

3.17 **Clause 9.12** shall be deleted and replaced as follows:

“9.12 The Developer shall provide as Open Space such part or parts of the Site as agreed with the Relevant Authority (and including in any event the Town Park) in accordance with the Design Code and any Reserved Matters Approval.”

3.18 **Clause 9.13** shall be deleted and replaced as follows:

“9.13 At its expense the Developer will carry out any works reasonably necessary to render the Open Space in Clean Condition and (where appropriate) construct and lay out grass seed turf plant carry out maintenance work and otherwise complete the Open Space (these operations being hereinafter called the “Open Space Works”) using suitable grass seed turf trees shrubs and other plants and surfacing as appropriate and shall carry out the Open Space Works in all respects to the reasonable satisfaction of the Relevant Authority and in accordance with (where appropriate) the Landscape Specification.”

3.19 **Clause 9.23** shall be deleted and replaced as follows:

“9.23 The Developer shall obtain approval in writing from the Relevant Authority to the precise location and size design and specification for the construction laying out and ongoing maintenance of the Cricket Pitch together with a timetable for carrying out the construction and laying out of the Cricket Pitch as shown on the Social Infrastructure Plan prior to Occupation of 1050 Residential Units comprised within the Site.”

3.20 **Clause 9.25** shall be deleted and replaced as follows:

“9.25 The Developer shall commence the construction and laying out of the Cricket Pitch in the location and in accordance with the timetable and specification approved pursuant to Clause 9.23 prior to Occupation of 1522 Residential Units comprised within the Site such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority.”

3.21 **Clauses 9.31 and 9.32** shall be deleted and replaced as follows:

“9.31 The Developer shall not Occupy more than 1050 Residential Units comprised within the Site unless it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.23 above.

9.32 The Developer shall not Occupy more than 1522 Residential Units comprised within the Site until it has issued a Completion Notice in respect of Cricket Pitch and such Completion Notice is accepted or deemed accepted pursuant to Clause 34.”3.22 **Clause 9.33** shall be deleted and replaced as follows:

"9.33 *The Developer shall obtain approval in writing from the Relevant Authority to the location design and specification for the construction laying out and ongoing maintenance of the Multi-Use Sports Pitch together with a timetable for carrying out the construction and laying out of the Multi-Use Sports Pitch prior to Occupation of 1053 Residential Units.*"

3.23 **Clause 9.35** shall be deleted and replaced as follows:

"9.35 *The Developer shall complete the Multi-Use Sports Pitch in accordance with the timetable specification and other details approved pursuant to Clause 9.33 prior to Occupation of 1138 Residential Units comprised within the Site such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority*

3.24 **Clauses 9.40 and 9.41** shall be deleted and replaced as follows:

"9.40 *The Developer shall not Occupy more than 1053 Residential Units comprised within the Site unless it has obtained the approval in writing of the Relevant Authority pursuant to Clause 9.33 above.*

9.41 *The Developer shall not Occupy more than 1138 Residential Units comprised within the Site until it has issued a Completion Notice in respect of the Multi-Use Sports Pitch and such Completion Notice is accepted or deemed accepted pursuant to Clause 34."*

3.25 **Clauses 9.81 and 9.82** shall be deleted and replaces as follows:

"9.81 *The Developer shall obtain the approval of the Relevant Authority to the precise location (which may be within the vicinity of "Plant Farm" save for the Cricket Pavilion which shall be adjacent to the Cricket Pitch) and size design and specification for the construction and ongoing maintenance of the Ancillary Facilities together with a timetable for carrying out the construction of the Ancillary Facilities prior to Occupation of more than 1050 Residential Units within the Site.*

9.82 *The Developer shall complete the Ancillary Facilities prior to Occupation of 1522 Residential Units comprised within the Site or two years from the issue of the Completion Notice for the Cricket Pitch (whichever first occurs) in accordance with the timetable specification and other details approved pursuant to Clause 9.81 such work to be undertaken by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by the Relevant Authority."*

3.26 **Clauses 9.87 and 9.88** shall be deleted and replaced as follows:

"9.87 *The Developer shall not Occupy more than 1050 Residential Units comprised within the Site unless the requirement of Clause 9.81 have been fulfilled.*

9.88 *The Developer shall not Occupy more than 1522 Residential Units comprised within the Site until it has issued a Completion Notice in respect of Ancillary Facilities and such Completion Notice is accepted or deemed accepted pursuant to Clause 34."*

3.27 **Clauses 10.1 to 10.16 inclusive** shall be deleted and replaced as follows:

- 10.1 *"Prior to Occupation of 1,200 Residential Units comprised within the Site in respect of the Northern Allotments and prior to Occupation of 1,700 Residential Units comprised within the Site in respect of the Southern Allotments the Developer shall submit to and obtain the written approval in writing of Winchester to the precise location size specification and design and a timetable for the construction and laying out of the Northern Allotments and the Southern Allotments which shall in the case of Northern Allotments be an area no less than 3,800m² and in the case of the Southern Allotments be an area no less than 9,000m² in the locations shown indicatively on the Social Infrastructure Plan. The following features are to be included in respect of both allotment sites:*
- 10.1.1 *water supply terminating in a trough with ball valve to four locations evenly spread across the site and capable of serving all allotment plots;*
 - 10.1.2 *plots which shall be land prepared for cultivation and free of vegetation and deleterious materials;*
 - 10.1.3 *rabbit and deer proof fencing (in both cases in accordance with any specification issued by the Forestry Commission) provided to all sides with lockable pedestrian and vehicle access gates;*
 - 10.1.4 *a roadway constructed to carry vehicular traffic and giving access to all allotment plots via grass pathways one metre in width; and*
 - 10.1.5 *an area of hard standing suitable for car parking spaces for 12 cars of which two spaces are to be suitable for disabled persons in the case of the Southern Allotments and for car parking spaces for 5 cars of which 1 spaces are to be suitable for disabled persons in the case of the Northern Allotments.*
- 10.2 *The Developer shall provide the Northern Allotments in accordance with the details approved pursuant to Clause 10.1 above prior to Occupation of 1,375 Residential Units comprised within the Site or the Occupation of any Residential Unit adjoining or overlooking the Northern Allotments or upon Occupation of the final Residential Unit in Phase 13 whichever of the aforementioned events is the sooner to the reasonable satisfaction of Winchester such work to be undertaken following receipt of all necessary consents by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by Winchester.*
- 10.3 *Following the completion of the Northern Allotments the Developer shall issue a Completion Notice pursuant to Clause 34.*
- 10.4 *Following acceptance or deemed acceptance of the Completion Notice the Developer shall transfer in accordance with Clause 34.14 to 34.20 (as if the Completion Notice were an Adoption Notice for the purposes of such clauses) the Northern Allotments to Winchester at no cost to Winchester (subject to a restrictive covenant that Winchester will not use them or cause or permit them to be used other than as allotments) following completion and acceptance by Winchester and having complied with all necessary consents on or before Occupation of 1,400 Residential Units comprised within the Site together with such rights as may be necessary to include:*
- 10.4.1 *a right for Winchester and members of the public to pass and repass on foot and/or with or without vehicles (as appropriate) for the purpose of access to and egress from the Northern Allotments to and from the public highway;*
 - 10.4.2 *a right of taking passage and running (as appropriate) of Services;*

- 10.4.3 *a right to maintain enjoy and use any Services and any projections over or under the remainder of the Site so far as may be necessary for any purpose connected with the Northern Allotments;*
- 10.4.4 *a right to enter upon those parts of the remainder of the Site immediately adjacent to the Northern Allotments as far as may be necessary for any purpose connected with the Northern Allotments; and*
- 10.4.5 *such necessary rights of support shelter and protection from the Site if applicable.*
- 10.5 *The Developer shall maintain the Northern Allotments once completed in accordance with the specification and design agreed pursuant to Clause 10.1 until transferred to the Relevant Authority pursuant to Clause 10.4.*
- 10.6 *The Developer shall provide the Southern Allotments in the location agreed prior to Occupation of 2,000 Residential Units comprised within the Site or the Occupation of any Residential Unit adjoining or overlooking the Southern Allotments or Occupation of the Final Residential Unit in Phase 9 whichever is soonest to the reasonable satisfaction of Winchester such work to be undertaken following receipt of all necessary consents by a competent contractor in a good and workmanlike manner using suitable materials and under the supervision of an experienced consultant approved in writing by Winchester.*
- 10.7 *Following the Completion of the Southern Allotments the Developer shall issue a Completion Notice pursuant to Clause 34.*
- 10.8 *Following acceptance or deemed acceptance of the Completion Notice the Developer shall transfer in accordance with Clause 34.14 to 34.20 (as if the Completion Notice were an Adoption Notice for the purposes of such clauses) the Southern Allotments to Winchester at no cost to Winchester (subject to a restrictive covenant that Winchester will not use them or cause or permit them to be used other than as allotments) following completion and acceptance by Winchester and having complied with all statutory consents on or before occupation of 2,025 Residential Units comprised within the Site together with such rights as may be necessary including:*
- 10.8.1 *a right for Winchester and members of the public to pass and repass on foot and/or with or without vehicles (as appropriate) for the purpose of access to and egress from the Southern Allotments to and from the public highway;*
- 10.8.2 *a right of taking passage and running (as appropriate) of Services;*
- 10.8.3 *a right to maintain enjoy and use any Services and any projections over or under the remainder of the Site so far as may be necessary for any purpose connected with the Southern Allotments;*
- 10.8.4 *a right to enter upon those parts of the remainder of the Site immediately adjacent to the Southern Allotments as far as may be necessary for any purpose connected with the Southern Allotments; and*
- 10.8.5 *such necessary rights of support shelter and protection from the Site if applicable.*
- 10.9 *The Developer shall maintain the Southern Allotments once completed in accordance with the specification and design agreed pursuant to Clause 10.1 until transferred to the Relevant Authority pursuant to Clause 10.8.*

10.10 Notwithstanding the transfer of the Northern Allotments or the Southern Allotments to Winchester the Developer shall rectify any defects in any of the infrastructure features referred to in Clause 10.1 above which become apparent during the period of 12 months after the acceptance of a relevant Completion Notice.

Negative Covenants

- 10.11 The Developer shall not Occupy more than 1,200 Residential Units comprised within the Site unless the requirements of Clause 10.1 have been fulfilled in respect of the Northern Allotments.
- 10.12 The Developer shall not Occupy more than 1,700 Residential Units comprised within the Site unless the requirements of Clause 10.1 have been fulfilled in respect of the Southern Allotments.
- 10.13 The Developer shall not Occupy more than 1,375 Residential Units comprised within the Site or any Residential Unit overlooking the Northern Allotments until it has issued a Completion Notice in respect of the Northern Allotments and the Completion Notice is accepted or deemed accepted pursuant to Clause 34.
- 10.14 The Developer shall not Occupy more than 1,400 Residential Units comprised within the Site unless and until the Northern Allotments have been transferred to Winchester in accordance with the requirements of Clause 10.4.
- 10.15 The Developer shall not Occupy more than 2,000 Residential Units comprised within the Site or any Residential Unit overlooking the Southern Allotments until it has issued a Completion Notice in respect of the Southern Allotments and the Completion Notice is accepted or deemed accepted pursuant to Clause 34.
- 10.16 The Developer shall not Occupy more than 2,025 Residential Units comprised within the Site unless and until the Southern Allotments have been transferred to Winchester in accordance with the requirements of Clause 10.8.

Clauses 12.13.8-12.13.10 shall be deleted and replaced as follows:

12.13.8 £[] on the seventh anniversary of the payment pursuant to Clause 12.13.1 or []

12.13.9 £[] on the eighth anniversary of the payment pursuant to Clause 12.13.1 or []

12.13.10 £[] on the ninth anniversary of the payment pursuant to Clause 12.13.1 or []

Clauses 12.21-12.23 shall be deleted and replaced as follows:

- 12.21 The Developer shall not Occupy more than [] Residential Units comprised within the Site unless and until payment set out in Clause 12.13.8 has been paid to Havant
- 12.22 The Developer shall not Occupy more than [] Residential Units comprised within the Site unless and until payment set out in Clause 12.13.9 has been paid to Havant
- 12.23 The Developer shall not Occupy more than [] Residential Units comprised within the Site unless and until payment set out in Clause 12.13.10 has been paid to Havant"

3.28 Clause 15 shall be deleted and replaced as follows:

Commented [MG2]: Grainger has paid contributions 1-7 for the community development worker. Client to confirm sums to be agreed for remainder of contribution.

“15 **Leisure Centre Contribution**

Positive Covenants

15.1 *The Developer shall pay the Leisure Centre Contribution to Havant on the earlier of Occupation of 950 Residential Units comprised within the Site or [the 31st August 2021]*

Negative Covenants

15.2 *The Developer shall not Occupy more than 950 Residential Units comprised within the Site unless the Leisure Centre Contribution has been paid to Havant.”*

3.29 **Clause 16.1** shall be deleted and replaced as follows:

“16.1 *The Developer shall pay to Winchester the Arts Contribution (Indexed) in the following instalments:*

- 16.1.1 *One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 150 Residential Units comprised within the Site;*
- 16.1.2 *Twenty Thousand Two Hundred and Ninety Pounds and Fifty-Eight Pence (£20,290.58) (Indexed) prior to Occupation of 500 Residential Units comprised within the Site;*
- 16.1.3 *One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 1,000 Residential Units comprised within the Site;*
- 16.1.4 *One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 1,500 Residential Units comprised within the Site;*
- 16.1.5 *One Hundred Thousand Pounds (£100,000) (Indexed) prior to Occupation of 2,000 Residential Units comprised within the Site.*

3.32 The table at **Clause 21.4** shall be deleted and replaced as follows:

Travel Plan Measure	Details of Measure
<i>New Residents Welcome Travel Pack</i>	<i>A travel pack will be provided to each new household on Occupation of a Dwelling</i>
<i>Promotional Marketing Materials</i>	<i>Including quarterly newsletters, posters, leaflets</i>
<i>Personalised Travel Planning Service</i>	<i>The offer of a personalised travel advice service will be made to each new household on Occupation of a Dwelling</i>
<i>Community Website</i>	<i>A community website will be set up providing travel plan information and containing links to relevant travel information and websites (e.g. Hantscarshare.com)</i>

<i>Discounted Bus Taster Tickets</i>	<i>The offer of one Solent Travel card (or equivalent) for 2 months will be made to each new household on Occupation of a Dwelling</i>
<i>Cycle Discount Vouchers</i>	<i>The offer of one £50 voucher to assist cycle purchase will be made to each new household on Occupation of a Dwelling</i>
<i>Car Club</i>	<i>The Travel Plan Co-Ordinator will investigate the feasibility of setting up a car club within the MDA Site in conjunction with a club operator or hire company</i> <i>If deemed feasible in the long term and an appropriate measure for the MDA Site then any necessary set up costs will be funded by the Developer</i>

3.35 **Clause 36.2.5** shall be deleted and replaced as follows:

36.2.5 *[Details of the role of the Community Development Worker to be agreed]*

Commented [MG3]: Client to confirm.

4 COSTS

- 4.1 Grainger shall pay to the County Council on or before the date of completion of this Deed, the County Council's reasonable legal costs together with all disbursements incurred in connection with the preparation and completion of this Deed.
- 4.2 Grainger shall pay to Winchester on or before the date of completion of this Deed, Winchester's reasonable legal costs together with all disbursements incurred in connection with the preparation and completion of this Deed.
- 4.3 Grainger shall pay to Havant on or before the date of completion of this Deed, Havant's reasonable legal costs together with all disbursements incurred in connection with the preparation and completion of this Deed.

5 LAND CHARGES

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

6 THIRD PARTY RIGHTS

A person who is not a party to the Deed shall not have any rights under, or in connection with, it by virtue of Contracts (Rights of Third Parties Act) 1999.

7 GOVERNING LAW

The Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

8 DELIVERY

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 sealed and/or executed this document as a deed the day and year first before written.

The common seal of)

HAMPSHIRE COUNTY COUNCIL)

Was affixed to this document)

in the presence of:)

.....

Authorised Signatory

The common seal of)

WINCHESTER CITY COUNCIL)

Was affixed to this document)

in the presence of:)

.....

Authorised Signatory

The common seal of)

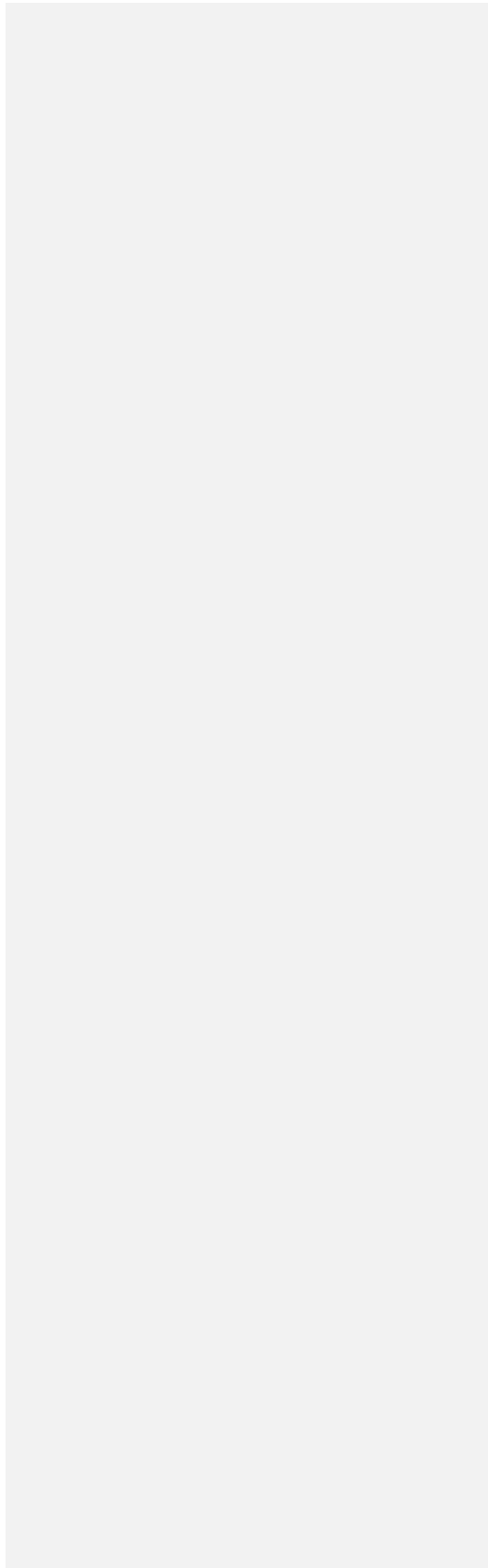
**THE COUNCIL OF THE
BOROUGH OF HAVANT**)

Was affixed to this document)

in the presence of:)

.....

Authorised Signatory



EXECUTED as a DEED by

**WEST WATERLOOVILLE
DEVELOPMENTS LIMITED**

acting by:

Director.....

Director/Secretary.....

EXECUTED as a DEED by

GRAINGER PLC acting by:

Director.....

Director/Secretary.....

EXECUTED as a DEED by

MARK EDWARD THISTLETHWAYTE

.....Signature

in the presence of:

Signature.....

Name.....

Address.....

.....

Occupation.....

