DATED 08th January 2024

JOHN CORNELIUS SULLIVAN AND CHANTRY HOLDINGS LIMITED (1)

RYDON HOMES LIMITED (2)

HORSHAM DISTRICT COUNCIL (3)

UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

Relating to land North of The Rise, Partridge Green West Sussex

THIS UNDERTAKING is dated 08th January 2024 and given by:

(1) **JOHN CORNELIUS SULLIVAN** of 23 Upper Brighton Road Worthing West Sussex BN14 9HY and **CHANTRY HOLDINGS LIMITED** (incorporated in the Marshall Islands) c/o Paris Smith LLP (ref:pjg) 1 London Road, Southampton SO1 2AE (the "**Owners**");

(2) **RYDON HOME LIMITED** (Co. Regn. No. 04773137) whose registered office is situated at Luxford Place, Lower Road, Forest Row, East Sussex, England, RH18 5HE (the "**Promoter**")

TO

(3) **HORSHAM DISTRICT COUNCIL** of Parkside, Chart Way, Horsham, West Sussex RH12 1RL (the "**Council**")

BACKGROUND

(A) The Owners are the registered proprietors with freehold with title absolute of the Land registered at HM Land Registry under title number WSX113113 and are interested in the Land for the purposes of section 106 of the Act.

(B) The Promotor entered into a promotion agreement with the Owners in relation to the Land dated 11 November 2022 which is registered as a Restriction on title number WSX113113 and referred to at paragraphs 2 to 6 of the Proprietorship Register and at paragraphs 2 and 3 of the Charges Register of that title

(C) The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated.

(D) The Council acting under delegated authority refused to grant planning permission for the Development in a Decision Notice dated 28 February 2023 and the Promotor submitted the Appeal.

(E) The Owner agrees that in the event that the Planning Permission is granted pursuant to the Appeal the obligations contained herein are reasonable and necessary to make the Development acceptable in planning terms in accordance with Regulation 122 of the CIL Regulations and therefore enters into this Deed in order to secure the planning obligations contained herein.

(F) The Owner has entered into this Deed to regulate the Development in the event that the Planning Permission is granted pursuant to the Appeal.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. **Definitions and Interpretation**

The definitions and rules of interpretation in this clause apply to this Deed:

"the 1982 Act"	means the Local Government (Miscellaneous Provisions) Act 1982]

"the 1990 Act"	means the Town and Country Planning Act 1990 as amended
"Appeal"	means the appeal against the refusal of the Planning Application made by the Promoter to the Secretary of State under s78 of the Act and assigned appeal reference number APP/Z3825/W/23/3324144
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"Commencement of Development"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development pursuant to the Planning Permission but excluding (for the purposes of this Deed and for no other purpose) any operation relating to works of investigations in respect of land contamination or remedial action in respect thereof, enabling works, demolition, site clearance works, earthworks, archaeological investigations and digs, exploratory boreholes, operations permitted by the Town and Country Planning (General Permitted Development) Order 2015, the erection of hoardings and fencing, temporary diversion of services and signage (including the formation of temporary construction accesses) and the construction of any highway works required under a highways agreement and **"Commence Development"** shall be construed accordingly
"Commencement Date"	means the date on which the Commencement of the Development occurs;
"Commencement Notice"	means the written notice confirming the Commencement Date referred to and served in accordance with **Clause 7.6**

"Compliance Notice"	means a notice served by the Council which shall include: • the action required to ensure compliance with the Water Neutrality Scheme; or • any remedial action which needs to be taken or actions stopped to ensure compliance and remedy any non-compliance with the Water Neutrality Scheme; • a reasonable timeframe for compliance which shall not be less than 21 (twenty-one) days.
"Deed"	means this Unilateral Undertaking entered into in accordance with section 106 of the Act
"Development"	the proposed redevelopment of the Land to provide up to 55 dwellings, ancillary parking and associated infrastructure with all matters reserved except access
"Dwelling"	means any house, apartment or self- contained residential unit forming part of the Development and the term "Dwellings" shall be construed accordingly
"Implementation of the Development"	means the carrying out of a material operation as defined in section 56(4) of the Act in respect of the Development pursuant to the Planning Permission
"Index"	means the All In Tender Price Index published by the Building Cost Information Service (BCIS) of the Royal Institute of Chartered Surveyors in relation to the Contributions unless otherwise stated in this Deed or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Owner and the Council may agree in writing
"Index Linked"	means increased in accordance with the following formula: Amount payable = the Contribution x (A/B) where:

	A = the figure for the Index that applied immediately preceding the date of actual payment and B = the figure for the Index that applied when the Index was last published prior to the date of this Deed
"Land"	the land against which this Deed may be enforced as shown edged red on Plan A
"Occupation"	means taking beneficial occupation of a building forming part of the Development for any purpose authorised by the Planning Permission but not including occupation by personnel engaged in construction fitting out finishing or decoration of that building nor occupation in relation to site and building security operations and for the avoidance of doubt the sale of any Dwelling shall constitute permitting its occupation and **"Occupation" "Occupier"** or "**Occupied**" shall be construed accordingly
"Offsetting Land"	means the area of land or the buildings within which the Offsetting Measures are to be provided which shall be set out within the Water Neutrality Scheme and shown edged red on a plan appended to the Supplemental Deed
"Offsetting Measures"	means a scheme of water saving measures to be implemented on the Offsetting Land to achieve a saving of at least 2,200,533.9 of water per annum (or such greater saving as shall be identified as may be reasonably required and agreed in the Water Neutrality Scheme in order to allow for a reasonable buffer) and thus make the Development Water Neutral which shall be set out in the Water Neutrality Scheme
"Position Statement"	means the Natural England Position Statement for planning applications within the SNWSZ September

	2021 as supplemented by the November 2022 addendum
"Plan A"	means the plan with reference number 1031-OA-100 annexed at **Schedule 1** hereto
"Planning Application"	means the outline planning application for residential development on the Land for up to 55 dwellings ancillary parking and associated infrastructure with all matters reserved except access and assigned reference number DC/22/0301 by the Council
"Planning Permission"	means the planning permission for the Development on the Land that may be granted by the Secretary of State pursuant to the Appeal
"Promoter"	Rydon Homes Limited (Co Regn No 04773137) of Luxford Place, Lower Road, Forest Row, East Sussex RH18 5HE
"Section 73 Consent"	means a planning permission granted pursuant to section 73 of the Act which varies and/or removes any condition subject to which the Planning Permission and/or such planning permission pursuant to section 73 of the Act was granted;
"Secretary of State"	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function and any Inspector(s) appointed to act on their behalf
"SNWSZ"	means the Sussex North Water Supply Zone within which Southern Water supplies drinking water
"Supplemental Deed"	means a supplemental deed entered into between the owner of the Offsetting Land (and anyone else with a legal interest therein) and the Council pursuant

	to section 106 of the Act (or if the Offsetting Land is outside of Horsham District section 33 of the 1982 Act) and any other relevant enabling powers in order to bind the Offsetting Land with the maintenance and management obligations in respect of the Offsetting Measures as set out at the **Annex to Schedule 2** hereto in perpetuity or for such alternative period as may be agreed with the Council to the Council's reasonable satisfaction.
"Water Neutral"	means the use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and "Water Neutrality" shall be construed accordingly;
"Water Neutrality Contribution"	means a contribution paid to the Council towards a strategic water neutrality offsetting scheme which has been adopted by the Council (as outlined in the Sussex North Water Neutrality Study Report – Part C (November 2022)) and endorsed by Natural England ("**Offsetting Scheme**");
"Water Neutrality Scheme"	means the written detailed scheme of water saving measures on the Offsetting Land to be approved by the Council pursuant to the relevant grampian condition/condition on the Planning Permission (or in the event that the Inspector does not impose the proposed grampian condition in this regard on the Planning Permission to be submitted and approved by the Council in writing pursuant to this Undertaking
"Working Day(s)"	days on which clearing banks in the City of London are open to the public and for the avoidance of doubt such days shall not include any Saturday or Sunday New Year's Day Good Friday Easter Monday May Day Christmas Day and Boxing Day

2. **Construction of this Deed**

2.1 Words importing the masculine include the feminine and neuter gender and vice versa.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually.

2.5 Insofar as different parts of or interests in the Land are owned by different persons each person covenants with the Council and with one another to co-operate insofar as they are able to ensure that the covenants herein on behalf of "the Owner" are fulfilled as expeditiously as possible.

2.6 The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.

2.7 Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed.

2.8 In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion.

2.9 In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it.

2.10 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council.

2.11 Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done.

3. **Statutory Provisions**

3.1 This Deed is made pursuant to Section 106 of the Act and all other enabling powers and the covenants restrictions and requirements created by this Deed at Schedule 2 are planning obligations for the purposes of Section 106 of the Act to the intent that they shall bind the Owner and its successors in title to each and every part of the Land and are enforceable by the Council as local planning authority.

3.2 Subject to clause 4.2 it is agreed by the Owner that the obligations contained in this Deed are:

3.2.1 necessary to make the Development acceptable in planning terms;

3.2.2 directly related to the Development; and

3.2.3 fairly and reasonably related in scale and kind to the Development,

in accordance with the requirements of Regulation 122 of the CIL Regulations.

4. Commencement

4.1 The covenants and obligations at Schedule 2 of this Deed are conditional on and do not take effect until both the grant and issue of the Planning Permission and the Commencement of Development.

4.2 In the event of the Secretary of State granting Planning Permission and stating in the Appeal decision letter that one or more of the planning obligations in this Deed do not satisfy the requirements of regulation 122 of the CIL Regulations then the relevant obligations(s) shall not be enforceable by the Council but without prejudice to the validity or enforceability of the remaining provisions of this Deed.

5. The Owner's Covenants

The Owner covenants and undertakes to the Council to observe and perform the obligations set out in this Deed at Schedule 2 hereof.

6. General

6.1 Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission.

6.2 This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any successor in title to the Council's statutory planning functions).

6.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

6.4 Insofar as any clause or clauses or any part thereof 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.

6.5 If the Appeal is dismissed or before Commencement of Development the Planning Permission:

6.5.1 expires; or

6.5.2 is varied, revoked, quashed or modified without the consent of the Owner; or

6.5.3 is quashed following a successful legal challenge,

this Deed shall cease to have effect but will remain in full force and effect so far as or for so long as any subsisting Section 73 Consent is extant.

6.6 The Owner shall pay to the Council its proper and reasonable legal costs incurred in respect of the Disposal of any land or facility to the Council pursuant to this Deed.

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

6.8 It is hereby agreed by the Owner that failure by the Council at any time to enforce the provisions of this Deed or to require performance strictly or otherwise by the Owner of any of the conditions, covenants, agreements, or obligations of this Deed or any failure or delay by the Council to exercise any right, act or remedy shall not be construed as creating an estoppel in connection with any such condition, covenant, agreement or obligation and shall not affect the validity of this Deed or any part thereof or the right of the Council to enforce any provision and any variation of this Deed shall not vitiate the remainder of the Deed which shall remain in full force and effect subject to such amendment or amendments.

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

6.10 Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as

Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations.

6.11 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the Courts of England.

6.12 This Deed shall not bind nor be enforceable against the following:

6.12.1 any statutory undertaker or other person who acquires any part of the Land or any interest in it for the purpose of the supply of electricity, gas, water, drainage or telecommunications nor any mortgagee or charge of any such persons;

6.12.2 any owner occupier or tenant of an individual Dwelling or their mortgagee or successor in title);

6.12.3 any chargee or mortgagee acquiring an interest in the Land after the date hereof unless and until said chargee or mortgagee becomes a chargee or mortgagee in possession of the Land (or part thereof);

6.12.4 after their entry into the Supplemental Deed and save in respect of any covenants therein (or herein as a consequence of their entry into the Supplemental Deed) which are expressed to bind the Offsetting Land any person who has an interest in the Offsetting Land but no interest in the Land.

6.13 Subject to the provisions of this clause, if any Section 73 Consent is granted after the date of this Deed:

6.13.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

6.13.2 the definitions of Application, Development and Planning Permission (other than for the purposes of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent, the development permitted by the Section 73 Consent and the Section 73 Consent itself,

PROVIDED THAT

6.13.3 nothing in this clause shall fetter the discretion of the Council in determining any planning application for a Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same;

6.13.4 to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and

6.13.5 the Council shall have the right to insist upon the completion of a separate planning obligation by deed of agreement in connection with any Section 73 Consent if the Council considers it desirable to do so.

7. Notices

7.1 The Owner covenants with the Council as follows:

7.1.1 to give the Commencement Notice to the Council not less than 10 (ten) Working Days before the anticipated Commencement Date; and

7.1.2 to give the Occupation Notice to the Council not less than 10 (ten) Working Days before the anticipated Occupation Date.

7.2 If the Owner fails to give the notice required by clause 7.1.1 and clause 7.1.2 above then the Council shall be entitled to determine the Commencement Date and Occupation Date and may give notice to the Owner of the Council's determination.

7.3 Any notice, certificate or other communication required or permitted to be given under this Deed shall be given in writing to the relevant party at the relevant address referred to at the start of this Deed or such other address as may be notified in writing to the other party and must be served personally or by first class registered or first class recorded delivery post and, in the case of the Council, the relevant party shall address any notice to the Head of Legal and Democratic Services of the Council.

7.4 Any notice, certificate or other communication sent by post shall be deemed (in the absence of evidence of receipt) to have been delivered 2 (two) Working Days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope was properly addressed and posted.

7.5 Any notice, certificate or other communication delivered personally shall be deemed to have been delivered at the time it is received provided it is received between 0900 and 1700 on a Working Day but otherwise it shall be deemed to have been received on the next Working Day.

7.6 The Owner will notify the Council of:

7.6.1 the Commencement of Development;

7.6.2 the date of Occupation of the 1st (first) Dwelling;

and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice.

8. **Waiver**

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 for acting upon any subsequent breach or default.

9. **Change in Ownership**

9.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land.

9.2 The Owner undertakes to the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the Disposal of an individual Dwelling nor shall it apply to the Disposal of any part of the Land to any statutory undertakers for electricity substations gas governor station or pumping stations or the provision of other infrastructure as may be required to fulfil their statutory functions

10. **Indexation**

10.1 All financial contributions payable to the Council under this Deed shall be Index Linked.

10.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council and the Owner shall agree in writing.

11. **Interest**

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount from the date payment is due until the date of actual payment at the Default Interest Rate. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

12. **VAT**

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

12.2 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

13. **Delivery**

13.1 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.

13.2 This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the Parties hereto have executed this instrument as their Deed on the date first before written

SCHEDULE 1

Plan

Rev.	Description	Date	By

The Barn

Beauchamps

Pond

[redacted]

LITTLEWORTH LANE

El Sub Sta

0 10 20 30 40 50m

Rydon Homes Ltd
Rydon House
Station Road
Forest Row
East Sussex
RH18 5DW
T 01342 825151
E-mail:design@rydon.co.uk

Land North of The Rise
Partridge Green

Location Plan

Date: September 2021
Drawn by: MAH
Scale: 1:1250 @ A3
Rev:

Drawing No: 1031–OA–100

SCHEDULE 2

Off-Site Water Neutrality Measures

1. The Owner covenants with the Council not to Implement or permit the Implementation of the Development until such time as the Owner has procured the binding of the Offsetting Land with the obligations set out the Annex to this Schedule 2 through a Supplemental Deed.

2. The Owner covenants with the Council not to Occupy the Development or permit or allow Occupation of the Development unless the Owner has:

2.1 implemented and completed or secured the implementation and completion of the Offsetting Measures on the Offsetting Land;

2.2 submitted to the Council evidence in writing that the Offsetting Measures as have been implemented in full, the evidence to include the specifications and photographs of the installed measures; and

2.3 received confirmation in writing from the Council that the Offsetting Measures have been implemented in full at the Offsetting Land such that the Development is considered to be Water Neutral;

PROVIDED THAT

2.4 In the event that at any point prior to Implementation of the Planning Permission the Council adopts an Offsetting Scheme and the Owner pays a Water Neutrality Contribution to the Council in the requisite amount pursuant to that Offsetting Scheme then the provisions of paragraphs 1 and 2.1 to 2.3 above shall cease to have effect and the Owner shall be considered to have discharged any obligations herein in respect of off-site Water Neutrality measures.

AND PROVIDED FURTHER THAT

2.5 In the event that the Council agrees in writing that the Offsetting Measures as set out in the Water Neutrality Scheme are no longer required on the Offsetting Land then the relevant obligations in this Schedule 2 shall determine and cease to have legal effect.

Schedule 2: Annex A

Obligations and covenants to be contained within the Supplemental Deed

The Supplemental Deed shall contain the following covenants and obligations (save where any amendments are agreed by the parties to the Supplemental Deed in order to reflect the final details of the Offsetting Measures or otherwise) in respect of the maintenance and management of the Offsetting Measures on the Offsetting Land:

1. Covenants and obligations with the Council as follows:

1.1 to implement, operate, maintain and keep in good repair the Offsetting Measures in accordance with the Water Neutrality Scheme (subject to any amendments that may be agreed with the Council from time to time) in perpetuity or for such alternative period as may be agreed with the Council and is set out in the Supplemental Deed;

1.2 during said period not to remove or otherwise replace the Offsetting Measures installed on the Offsetting Land in accordance with the Water Neutrality Scheme other than with replacement measures, fixtures and/or fittings which meet an equivalent or more efficient water standard (or as otherwise agreed in accordance with paragraph 1.1 above);

1.3 from the date on which the Offsetting Measures are installed on the Offsetting Land and thereafter in perpetuity or for such alternative period as may be agreed with the Council and as set out in the Supplemental Deed the Council may request (not more than once in a 12 (twelve) month period) that evidence is provided in respect of the Offsetting Measures to demonstrate that the Water Neutrality Scheme is being complied with;

1.4 from the date on which the Offsetting Measures are installed on the Offsetting Land and thereafter in perpetuity or for such alternative period as may be agreed with the Council and is set out in the Supplemental Deed to afford the Council access (upon receipt of a written request and at reasonable notice wherever possible AND (where the Offsetting Land is a school or other form of educational establishment at all times having regard to its responsibilities and duties in relation to the care and safety of students) to inspect and assess whether the Offsetting Measures have been implemented on the Offsetting Land and are being maintained in accordance with the Water Neutrality Scheme;

1.5 granting a right for the Council to serve a Compliance Notice in the event that the Council considers that any action is required to ensure compliance with the Water Neutrality Scheme at any point together with covenants from the owner(s) of the Offsetting Land to comply with any such Compliance Notice within the timeframe notified by the Council and at no cost to the Council and providing that in the event

that the recipient of the Compliance Notice fails to comply with any Compliance Notice served on it pursuant to paragraph 1.5 within the timeframe provided;

1.6 the Council may enter onto the Offsetting Land (or any part required) to take the action reasonably required to remedy any non-compliance with the Water Neutrality Scheme; and

1.7 the recipient shall pay the Council's costs incurred in taking any action or remedying anything that has been done under paragraph 2 or 3 within 30 (thirty) Working Days of receipt of the Council's invoice for the same.

2. The Supplemental Deed shall contain a provision whereby the owner(s) of the Offsetting Land shall not be liable for any breach of the covenants at therein after they shall have parted with their interest in the Offsetting Land or that part of the Offsetting Land in which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest and also that they shall not be liable for the obligations at Schedule 2 hereof if they have no interest in the Land.

3. The Supplemental Deed shall provide provisions providing that:

3.1 in the event that the Owner pays a Water Neutrality Contribution to the Council pursuant to paragraph 2.4 of Schedule 2 prior to the Implementation of the Development and the Offsetting Measures have not yet been implemented; or

3.2 in the event that the Council agrees in writing that the Offsetting Measures as set out in the Water Neutrality Statement are no longer required on the Offsetting Land,

then the relevant obligations in the Supplemental Deed shall determine and cease to have legal effect and for the avoidance of doubt in such circumstances the Offsetting Land will no longer be bound by the relevant terms of the Supplemental Deed or this Deed.

Executed as a deed by
JOHN CORNELIUS SULLIVAN

[redacted] .....

JOHN CORNELIUS SULLIVAN

in the presence of:

[redacted]

Signature of Witness .....

Name (in Block Capitals) .....

Address ..... Peter Gammie
LLP Partner .....
Paris Smith LLP
Number 1 London Road
Southampton SO15 2AE

Occupation .....

Executed as a deed by Chantry Holdings Limited, a company incorporated in the Marshall Islands, acting by Ban Su-Mei who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company .....

Signature of Ban Su-Mei, Authorised signatory

[redacted]

EXECUTED as a DEED by
RYDON HOMES LIMITED

acting by two Directors or a Director and its Company Secretary

[redacted]

..... **Director – Signature**

..... **Director print name**

..... **Director/ ~~Company Secretary~~ – Signature**

..... **Director/ ~~Company Secretary~~ print name**