

# **Planning Obligation by Deed of Agreement under Section 106 of the Town and Country Planning Act 1990**

relating to the development of land at Mill Gap  
House 2 and Gardener's Cottage 4, Mill Gap  
Road, Eastbourne, East Sussex, BN21 2FF

Application number 161448

Dated

2017

- (1) EASTBOURNE BOROUGH COUNCIL**
- (2) EAST SUSSEX COUNTY COUNCIL**
- (3) ANDREW JOHN MACKLEDEN, TINA MACKLEDEN, JOHN SYKES and  
DENISE SYKES**

Legal Services  
Lewes and Eastbourne Councils  
Lewes District Council  
Southover House  
Southover Road  
Lewes  
BN7 1 AB  
REF EBC-JCS-6201

DATE

2017

**PARTIES**

- (1) **EASTBOURNE BOROUGH COUNCIL** of 1 Grove Road, Eastbourne, East Sussex, BN21 4TW (“the Council”)
- (2) **FREEHOLDERS, ANDREW JOHN MACKELDEN** and **TINA MACKLEDEN** of White Lodge, Val Prinseps Road, Pevensey Bay, BN24 6JD **and JOHN SYKES** and **DENISE SYKES** of 8 Ashburnham Road Eastbourne East Sussex BN21 2HU (“Owners”)
- (3) **EAST SUSSEX COUNTY COUNCIL** of County Hall, St Anne’s Crescent, Lewes, East Sussex, BN7 1UE (“the County Council”)

**INTRODUCTION**

- 1 The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owners are the freehold owners of the Site as described in Schedule 1.
- 3 The County Council is the Highway Authority for the purposes of the 1980 Act, a planning authority for the purposes of the Act and a local authority for the purposes of the 1972 Act for the area within which the Site is situated.
- 4 Andrew Mackelden submitted the Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.
- 5 It is agreed that the requirements of this Deed meet the requirements of the Community Infrastructure Levy Regulations 2010 and the National Planning Policy Framework and are of benefit to the public.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1 DEFINITIONS**

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

General Definitions

- “1972 Act” the Local Government Act 1972
- “1980 Act” the Highways Act 1980 (as amended)
- “Act” the Town and Country Planning Act 1990 as amended
- “Application” the application for planning permission for the Development and allocated reference number 161448
- “Approval” any approval, agreement, consent, certificate or expression of satisfaction in relation to this Deed
- “Assistant Chief Executive,

Governance Services”	means the Assistant Chief Executive, Governance Services at County Hall, St Anne’s Crescent, Lewes, East Sussex, BN7 1UE for the time being of the County Council and shall include any successor of his and his duly authorised agents and representatives
“Commencement of Development”	means in relation to the Development the carrying out of any material operation within the meaning of Section 56(2) and (4) of the 1990 Act but for the purposes of this Deed material operation shall include operations consisting of site clearance, demolition, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services and erection of any temporary means of enclosure and “Commence” and “Commenced” and cognate expressions will be interpreted in accordance with this definition;
“Commencement Date”	means the date of Commencement of Development;
“Completion Date”	means the date of completion of all construction work on the Development notified to the Council by the Owners or the date of practical completion in any construction contract entered into concerning the Development by the notified to the Council by the Owners or its agents or assigns, whichever is sooner and in the absence of such the date by which the Council considers the Development as been completed and is suitable for Occupation;
“this Deed”	this planning obligation
“Development”	the development of the Site by Demolition of part of former Hospice building. Conversion and change of use of remaining former Hospice into 3 dwellinghouses. In addition, construction of 6 further dwellinghouses on the site. Minor alterations to include reconfiguration and insertion of new windows at Coach House Cottage as set out in the Application and to be carried out in accordance with the Planning Permission
“Director”	means the Director of Communities, Economy and Transport for the time being of the County Council and shall include his duly authorised agents and representatives and any successor of his
“Director of Service Delivery”	the Council’s Director of Service Delivery and any other person nominated by the Council for the purposes of this Deed and shall include his duly

	authorised agents and representatives and any successor of his
“Dwelling”	a dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission
“Estimated Build Programme”	means the programme for construction of the Development within 104 weeks from the Commencement of Development;
“Employment and Training Plan”	means an employment and training plan prepared with regard to the Local Employment and Training Supplementary Planning Document which seeks to ensure that Local People can better access the employment and training opportunities arising from the construction and operation of the Development and approved by the Council pursuant to Schedule 3 paragraphs 1.1 to 2.4
“First Occupation”	means the first occupation of all or any part of the Development and reference to “First Occupy” or “First Occupied” shall be construed accordingly;
“First Occupation Date”	means the date of First Occupation
“Indexation”	the application of the relevant Indexation Calculation
“Indexation Calculation”	the calculation set out in clause 10
“Inflation Index”	means the “all items” index figure of the Retail Prices Index published by the Office for National Statistics and in the absence of such official replacement such other index as may be agreed between the Owners and the Council and the County Council or determined by the Expert pursuant to clause 18;
“Interest”	means interest from day to day at the annual rate of 4 per cent above the base lending rate of Lloyds Bank Plc from time to time
“Local Businesses”	means firms or companies whose principal place of business is in East Sussex
“Local Employment and Training Supplementary Planning Document”	means the Local Employment and Training Supplementary Planning Document adopted by the Council on 16 November 2016 and annexed to this Deed at Schedule 5;
“Local Labour Obligations Monitoring Fee”	means the sum of £16,200 (sixteen thousand and two hundred pounds) towards the Council’s costs of assisting with, monitoring and reviewing the Employment and Training Plan

"Local People"	means individuals whose main residence or principal place of business is within the Borough of Eastbourne;
"Monitoring Assistant"	means individuals or organisations or agents employed or appointed by the Council in order to monitor the implementation and observance of the Employment and Training Plan;
"Notice"	any notice or notification in relation to this Deed
"Occupation" and "Occupied"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "occupy" shall be construed accordingly.
"Payment Notice"	a payment notice in the form set out in Part 2 of Schedule 3
"Plan"	the plan titled site layout plan attached to this Deed at Schedule 1
"Planning Permission"	the planning permission subject to conditions to be granted by the Council pursuant to the Application including any amendments and variations of that permission and all approvals granted under that permission
"Site"	the land against which this Deed may be enforced as shown edged red on the Plan and described in Schedule 1
"Specified Date"	the date on which any obligation arising under this Deed is due to be performed
"Traffic Regulation Order"	means an order made pursuant to the Traffic Regulation Act 1984
"Traffic Regulation Order Contribution"	£5000 (Five Thousand Pounds) save to the extent that this is altered by the provisions of clauses 10.2 and 11 and being a financial contribution towards the costs of a Traffic Regulation Order for alterations to waiting restriction and parking bays and any other reasonable ancillary requirements payable as specified in Part 1 of Schedule 4
"Working Day"	means a day when the United Kingdom clearing banks are open for business in the City of London

## **2 CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 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.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise. The Council and/or County Council may take action against, or release or compromise the liability of, any such person or party, or grant time or other indulgence, without affecting the liability of any other such person or party.
- 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.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any party deriving title through or under that party and in the case the Council and the County Council their successors to their statutory functions
- 2.7 The headings are for reference only and shall not affect construction.

## **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 111 of the 1972 Act and all other powers enabling.
- 3.2 The covenants, restrictions and requirements imposed upon the Owners under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council and the County Council as local planning authority not only against the Owners in respect of the Site but also (save as provided in this Deed) against the Owner's successors in title to the Site and its assignees and any person corporate or otherwise claiming through or under the Owners interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

## **4 CONDITIONALITY**

- 4.1 This Deed is conditional upon the grant of the Planning Permission save for the provisions of clauses 7.1, 13 and 14 (legal costs, jurisdiction and delivery clauses) which shall come into effect immediately upon completion of this Deed.

## **5 THE OWNER'S COVENANTS**

- 5.1 The Owners covenant with the Council as set out in Schedule 3.
- 5.2 The Owners covenant with the County Council as set out in Schedule 4.

## **6 THE COUNCIL'S COVENANTS**

The Council covenants with the Owners as set out in Schedule 2.

## **7 MISCELLANEOUS**

- 7.1 The Owners shall pay to the Council and the County Council on completion of this Deed their reasonable legal costs and disbursements incurred in the negotiation, preparation and execution of this Deed including liaison between the Council and the County Council for the purposes of this Deed capped to a maximum of £1,600 plus any reasonable disbursements for the Council and a maximum of £1,860 for the County Council
- 7.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999
- 7.3 Insofar as any part of this Deed is 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.
- 7.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they have parted with their entire interest in the Site unless they held such an interest at the date the breach occurred
- 7.6 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.
- 7.7 The provisions of this Deed shall not be enforceable against:
- (i) the purchasers or occupiers of individual Dwellings forming part of the Development or
  - (ii) any statutory undertaker who has or acquires an interest in the Site by virtue of having plant or apparatus situated therein.
- 7.8 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council and County Council under all statutes by-laws statutory instruments orders and regulations in the exercise by each of them of their statutory functions.

## **8 WAIVER**

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

## **9 CHANGE IN OWNERSHIP**

The Owners agree to give the Council and the County Council immediate 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 (other than the sale or disposal of

individual Dwellings forming part of the Development) such notice to give details of the transferee's full name and address or registered office together with the area of the Site or unit of occupation purchased by reference to a plan.

## **10 INDEXATION**

### **Local Labour Obligations Monitoring Fee**

10.1 In the event that the payment of the Local Labour Obligations Monitoring Fee shall become due more than twelve calendar months after the date of this Deed the Local Labour Obligations Monitoring Fee shall be the amount arrived at by the following calculation

$$\frac{A \times B}{C}$$

C

where:

A is the sum specified in clause 1 hereof in respect of the Local Labour Obligations Monitoring Fee

B is the latest figure published in the Inflation Index on or before the date the Local Labour Obligations Monitoring Fee is due for payment

C is the latest figure published in the Inflation Index on or before the date of this Deed

### **Traffic Regulation Order Contribution**

10.2 The Owners agree with the County Council that the Traffic Regulation Order Contribution shall be index linked and varied as necessary by the application of the following formula:-

$$A = \frac{B \times C}{D}$$

D

where:-

A is the sum actually payable on the relevant Specified Date;

B is the original sum specified in Clause 1 hereof;

C is the Inflation Index for the month preceding the relevant Specified Date;

D is the Inflation Index for the month preceding the date of this Deed; and

C divided by D is equal to or greater than 1.

## **11 INTEREST**

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

## **12 VAT**

All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable (unless otherwise specified).



### **13 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

### **14 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.

### **15 SPECIFIED DATE AND PAYMENT NOTICE**

15.1 Where this Deed imposes a requirement to make a payment, undertake an act or cease an activity on a Specified Date the Owners shall:

15.1.1 make any and all payments due under this Deed to the Council and/or the County Council and provide a fully completed Payment Notice with each payment

### **16 SERVICE OF NOTICES ETC**

16.1 Any Notice or Approval must be in writing and unless the receiving person or party or his authorised agent acknowledges receipt, is valid if, and only if -

16.1.1 it is given by hand, sent by registered post or sent by recorded delivery and

16.1.2 it is served at any of the following:-

- i. the address of the receiving person or party stated in this Deed or such other address in England for service as the receiving person or party may have previously notified in writing
- ii. the last known address of the receiving person or party
- iii. in the event that the receiving person or party is a corporate body, at the registered office of that body in England or the principal office of that body in England
- iv. in the case of the County Council the Assistant Chief Executive, Governance Services at the address stated in this Deed or such other address for service as shall have been previously notified in writing.

16.2 Where the agreement, Approval or consent is required by the Owners from the Council or the County Council under the terms of this Deed such agreement, any such agreement, Approval or consent shall be given on behalf of:

(i) the Council by the Director of Service Delivery;

(ii) the County Council by the Assistant Chief Executive, Governance Services

16.3 Any Notice or Approval given by hand in accordance with clause 16.1 is to be treated as served when left at the relevant address or office and in relation to the County Council when addressed to the Assistant Chief Executive, Governance Services in accordance with 16.1.2 (iv)

16.4 Unless it is returned through the Royal Mail undelivered, any Notice or Approval sent by registered post or recorded delivery in accordance with clause 16.1 is to be treated as served on the third working day after posting, regardless of whether or not it is received.

16.5 If the receiving person or party consists of more than one person, a notice to one of them is notice to all.

16.6 Approvals and Notices and shall not be unreasonably withheld or delayed.

## **17. NOTIFICATION OF COMMENCEMENT OF DEVELOPMENT AND OCCUPATION DATES**

17.1 The Owners agree to give the Council and the County Council written notice of the intended Commencement Date 20 (twenty) Working Days prior to that date.

17.2 The Owners agree to give the Council and the County Council written notice of the actual Commencement Date when it has taken place.

17.3 The Owners agree to give the Council and the County Council written notice of the First Occupation Date of the Development on or prior to First Occupation.

## **18 LOCAL LAND CHARGE**

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

18.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall following written request from the Owners effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

## **19. DISPUTE PROVISIONS**

18.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

18.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 18.1 or as to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.

18.3 Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days after the conclusion of any hearing that takes place or twenty-eight working days after he has received any file or written representation.

- 18.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days.
- 18.5 The provisions of this clause shall not affect the ability of the Council or County Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

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

## **SCHEDULE 1**

### **Details of the Owner's Title, Mortgagee's Charge and description of the Site and Plan**

1. The Owners are the registered proprietors of freehold title number ESX 71493 registered at H.M Land Registry.
2. The Site comprises the whole of the freehold title number ESX 71493 and is known as Mill Gap House 2 and Gardener's Cottage, 4, Mill Gap Road, Eastbourne BN21 2FF
3. The Owners warrant that no person other than the Owners have any legal or equitable interest in the Property

## **SCHEDULE 2**

### **The Council's covenant with the Owners**

1. The Council shall issue the Planning Permission within 7 days of completion of this Deed

## SCHEDULE 3

### Owner's Covenants with the Council

#### PART 1 – LOCAL LABOUR

The Owners covenant with the Council as follows:

##### **1. Local Employment and Training**

The Owners shall in connection with the construction and operation of the Development ensure that:

- (a) 25 % of the work during the construction phase should be for Small and Medium Sized Enterprises and fall within the remit of the Local Business definition.
- (b) All new temporary and permanent vacancies including apprenticeships not identified in the Employment and Training Plan are reported to the Council in advance of recruitment in order that the Council and its partners will promote vacancy details to local job seekers and match suitable candidates to job specifications for consideration by the Owners and their contractor(s) and sub-contractor(s).
- (c) One month in advance of tendering, their contractor(s) shall provide a detailed programme and an up-to-date schedule of works for the construction of the Development.
- (d) All sub-contracting and tendering opportunities are advertised locally to make Local Businesses aware of the opportunities, timescales and procedures to be adopted in tendering for available work in the construction of the Development.

##### **2. Employment and Training Plan**

The Owners shall work with the Council in the development and implementation of an Employment and Training Plan to deliver a recruitment and training campaign linked directly to the construction and operational jobs within the Development to prepare the labour market and match suitable candidates to job specifications. The Employment and Training Plan to include measures to secure the following:

- (a) The advertising of all new construction vacancies locally (i.e. in the Borough of Eastbourne).
- (b) The recruitment of apprentices, associated with the construction of the development.
- (c) The provision of 3 work experience placements for those unemployed, associated with the construction of the development.
- (d) The provision of NVQ training places for sub-contractors associated with the construction of the Development , to include 1NVQ start and 1 NVQ completion

2.2. To submit a final Employment and Training Plan to the Council for its approval at least 4 weeks prior to the Commencement of Development.

- 2.3. To implement the Employment and Training Plan prior to the Commencement of Development and to comply with the requirements contained therein for the duration of construction and, where the plan covers the operational phase, until one month after the operational phase has commenced.
- 2.4. Where paragraphs 2.1 – 2.3 above are not complied with, to implement an Employment and Training Plan provided by the Council and to comply with the requirements contained therein for the duration of construction and, where the plan covers the operational phase, until one month after the operational phase has commenced.

### **3. Monitoring**

- 3.1. The Owners shall use reasonable endeavours to promptly provide the Council with any monitoring information required by the Council.
- 3.2. The Owners shall permit a Monitoring Assistant to visit the Land on a monthly basis throughout the duration of the works (for the avoidance of doubt including any period of dormancy or delay) to collect monitoring information.
- 3.3. The Owners shall use reasonable endeavours to ensure that its contractors provide monthly reports in the form attached as Annex 5 to the Local Employment and Training Supplementary Planning Document.

### **4. Obligations to be passed to contractors**

- 4.1. The Owners shall issue a written statement to its prospective contractors and sub-contractors at the stage of tendering for work and contracts associated with the construction of the Development stating that any company invited by the Owners shall be given clear written details of the obligation to use reasonable endeavours to comply with the provisions of this Schedule and subsequently include a similar term within any contract.
- 4.2. The Owners shall issue a written statement to its prospective operator associated with the operation of the Development stating that any company invited by the Owners shall be given clear written details of the obligation to use reasonable endeavours to comply with the provisions of this Schedule.

### **5. Local Labour Obligations Monitoring Fee**

- 5.1. To pay the Local Labour Obligations Monitoring Fee to the Council on or prior to the Commencement of Development.
- 5.2. Not to Commence the Development or cause or allow the Commencement of the Development until the Local Labour Obligations Monitoring Fee has been paid to the Council.
- 5.3. Where the works have extended more than four weeks beyond the Estimated Build Programme, to pay to the Council additional monies to be assessed by the Council's officers at that time in accordance with the formula for 'Construction and Operational Developments' at paragraph 8.12 of the Local Employment and Training Supplementary Planning Document and calculated by reference to the number of weeks by which the works have extended beyond the Estimated Build Programme. Such sum to be notified to the Owners by the Council and payment of which is to be received by the Council within 14 Working Days of its demand to the Owners.

### **6. Non – Occupation**

- 6.1. The Owners shall not cause or permit the occupation of the Development until the requirements of this schedule have been complied with in full.

**PART 2 – PAYMENT NOTICE**

PAYMENT NOTICE

<b>Agreement Details</b>	
Application Site address	
Application	
Date of original agreement [under S106 of the Town and Country Planning Act 1990]	
Date of variation of original agreement [where relevant]	
Contribution being paid	
Parties to agreement	
<b>Payee Details</b>	
Payee [name, address and reference]	

## **SCHEDULE 4**

### **Owners Covenants with the County Council**

The Owners covenant with the County Council as follows:

#### **PART 1 TRAFFIC REGULATION ORDER CONTRIBUTION**

- 1.1. Prior to Commencement of Development the Owners shall pay to the County Council the Travel Regulation Order Contribution in full
- 1.2. The Owners shall not Commence Development until it has paid the Travel Regulation Order Contribution in full



**SCHEDULE 5**

**Local Employment and Training Supplementary Planning Document**

THE COMMON SEAL OF  
**EASTBOURNE BOROUGH  
COUNCIL** was affixed in the  
presence of:

.....  
Authorised signatory

.....  
signature of

THE COMMON SEAL OF **EAST  
SUSSEX COUNTY COUNCIL** was  
affixed in the presence of:

.....  
Authorised signatory

.....  
signature of

Signed as a Deed by  
**ANDREW JOHN MACKELDEN**

in the presence of

.....  
Signature of ANDREW JOHN  
MACKELDEN

.....  
Signature of witness

Name of witness (in BLOCK  
CAPITALS):

Address of witness (in BLOCK  
CAPITALS):

Signed as a Deed by  
**TINA MACKELDEN**

in the presence of

.....  
Signature of TINA MACKELDEN

.....  
Signature of witness

Name of witness (in BLOCK  
CAPITALS):

Address of witness (in BLOCK  
CAPITALS):

Signed as a Deed by  
**JOHN SYKES**

in the presence of

.....  
Signature of JOHN SYKES

.....  
Signature of witness

Name of witness (in BLOCK  
CAPITALS):

Address of witness (in BLOCK  
CAPITALS):

Signed as a Deed by  
**DENISE SYKES**  
in the presence of

.....  
Signature of DENISE SYKES

.....  
Signature of witness

Name of witness (in BLOCK  
CAPITALS):

Address of witness (in BLOCK  
CAPITALS):