

DATED

30 September

2014

LEEK (DB) SITE LLP

to

STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL

and

STAFFORDSHIRE COUNTY COUNCIL

#### UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990  
relating to  
Land at Barngate Street, Leek

THIS UNDERTAKING is made as a deed and given the  
2014

20 day of September

BY

- (1) **LEEK (DB) SITE LLP (LLP Regn. No. OC375536)** of 31 Wellington Road, Nantwich, Cheshire, CW5 7ED (hereinafter referred to as "the Owner")
- to
- (2) **STAFFORDSHIRE MOORLANDS DISTRICT COUNCIL** of Moorlands House, Stockwell Street, Leek, Staffordshire, ST13 6HQ (hereinafter referred to as "the Council")
- (3) **STAFFORDSHIRE COUNTY COUNCIL** of Staffordshire Place 2, Stafford, Staffordshire, ST16 2LP (hereinafter referred to as "the County")

## DEFINITIONS

In this Undertaking the expressions listed in column 1 below shall have the meaning respectively assigned in relation thereto in column 2 unless the context otherwise requires it

Column 1	Column 2
"1990 Act"	the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991
"Affordable Housing"	housing provided by a Registered Provider to meet local housing needs which is allocated in accordance with this Undertaking to persons who cannot afford to rent housing generally available on the open market in respect of the Affordable Rented Housing Units and to persons who need Assisted Living Housing Accommodation in respect of the Assisted Living Housing Units
"Affordable Rented Housing"	the twenty houses to be constructed on the Site pursuant to the Planning Permission to be let to individuals for the Rent and comprising 10x2 bed (4 person) and 10x3 bed (5 person) houses. and Affordable Rented Housing Unit and Affordable Rented

"Affordable Units"

Housing Units shall be interpreted accordingly the 20. Affordable Rented Housing Units and 11. Assisted Living Housing Units and 1. Assisted Living Resource Facility should this be converted to an Assisted Living Housing Unit by the Registered Provider (in accordance with paragraph 11 of Schedule 1 to this Undertaking) to be constructed on the Site pursuant to the Planning Permission

"Assisted Living Housing"

the 11 apartments to be constructed on the Site pursuant to the Planning Permission to be let to individuals for the Assisted Living Housing Rent to be used for Assisted Living Housing Accommodation comprising 9 x 1 bed apartments and 2 x 1 bed apartments designed to be fully wheelchair compliant and an Assisted Living Housing Unit and Assisted Living Housing Units shall be interpreted accordingly

"Assisted Living Housing Accommodation"

housing for people who have learning and/or other disabilities who need support and assistance to live independently

"Assisted Living Housing Rent"

affordable rent up to 80% market rent (inclusive of service charges) as outlined in Homes and Communities Agency guidance and in consultation with the Housing Strategy Manager of the Council or any other mechanism for controlling rents agreed with the Housing Strategy Manager of the Council

"Assisted Living Resource Facility"

the 1 x 2 bed apartment to be used as an office/meeting room for the Registered Provider or as a community room for tenants of the Assisted Living Housing Units or as required by the Registered Provider but which shall be capable of conversion to an Assisted Living Housing Unit should this be required by the Registered Provider (subject to paragraph 11 of Schedule 1 to this Undertaking)

"Assisted Living Satisfactory Offer"

in the event that no Assisted Living Suitable Offers can be made offers for the Assisted Living Units shall be satisfactory if they are made by (i) a person who is ordinarily resident within the Staffordshire Moorlands area (ii) a person who can demonstrate a local connection through previous period of residence within the Staffordshire Moorlands area (iii) who has a First Line family member resident within the Staffordshire Moorlands area (for at least five years) (iv) persons with employment in the Staffordshire Moorlands area and in the event that on offers are made by persons within the categories (i) –(iv) of an Assisted Living Satisfactory Offer then offers for the Assisted Living Units shall be satisfactory if they are made by (v) a person who is ordinarily resident within the county of Staffordshire (vi) a person who can demonstrate a local connection through previous period of residence within the county of Staffordshire (vii) who has a First Line family member resident within the county of Staffordshire (for at least five years) (viii) persons with employment in the county of Staffordshire

"Assisted Living Suitable Offer"

offers for the Assisted Living Units shall only be suitable if they are made by (i) a person ordinarily resident within the Leek area (ii) a person who can demonstrate a local connection through previous period of residence within the Leek area (iii) who has a First Line family member resident within the Leek area (for at least five years) or (iv) persons with employment in the Leek area.

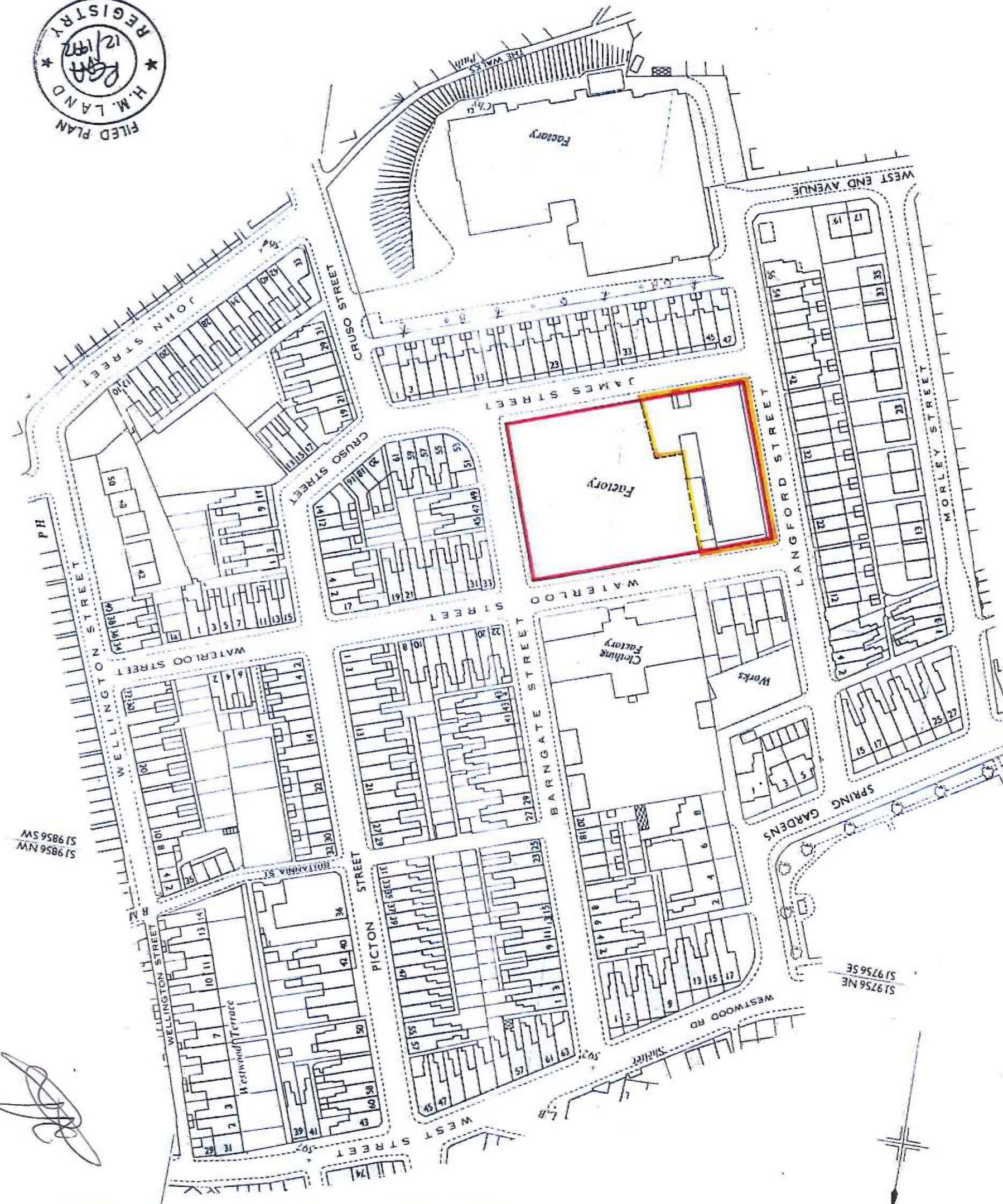
"Chargee"

any mortgagee or chargee of the Registered Provider or the successors in title to such

	mortgagee or chargee or any receiver or manager (including any administrative receiver) appointed pursuant to the Law of Property Act 1925
"Chargee's Duty"	the tasks and duties set out at paragraphs 12, 13 and 14 of Schedule 1
"Commencement", "Commenced" and "Commence"	the carrying out of a material operation as defined by section 56 of the 1990 Act save that none of the following operations shall constitute a material operation for the purposes of this Undertaking <ul style="list-style-type: none"> <li>• works of demolition</li> <li>• works of site clearance</li> <li>• ground investigations and site survey works</li> <li>• construction of temporary boundary fencing or hoardings</li> <li>• construction of temporary accesses and/or temporary highway works</li> <li>• archaeological investigations</li> <li>• landscaping works</li> <li>• noise attenuation works</li> </ul>
"Contracts Act"	the Contracts (Rights of Third Parties) Act 1999
"Development"	the development of the Site by the construction of the Affordable Units and Assisted Living Resource Facility pursuant to the Planning Permission
"Disposal"	each and every means by which the right of occupation of an Affordable Unit is given or transferred to another person body or company and "Dispose" shall be construed accordingly and for the sake of clarity the term "Disposals" and "Dispose" shall not include mortgages
"Education Contribution"	the sum of £33,093.00 (thirty three thousand and ninety three pounds) Index Linked

	relating to the provision of not more than 20 Affordable Rented Housing Units to be paid by the Owner to the County in accordance with the terms of Clause 2.2
"First Line Family Member"	mother father husband wife son daughter brother sister
"Homes and Communities Agency"	a body corporate under section 74 of the Housing Associations Act 1985 or any successor body
"Index"	the All Items Group (item reference CHAW) of the Retail Prices Index published by H M Government Office for National Statistics provided that during any period where no such index exists, the index which replaces the same or is the nearest equivalent thereto (which shall be agreed by the Council, the County and the Owner or in default of agreement fixed by the President for the time being of the Law Society on the application of either the Council or the County or the Owner) shall be used
"Index Linked"	increased (if applicable) in proportion to movements in the Index between the date of this Undertaking and the date the particular payment is made
"Occupation"	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in the construction fitting out decoration or marketing of the Affordable Units and "Occupy" shall be construed accordingly
"Plan"	the plan annexed to this Undertaking
"Planning Application"	the application for planning consent for the Site registered by the Council 2 July 2014 under reference SMD2014/0374
"Planning Permission"	the full planning permission subject to conditions to be granted pursuant to the Planning Application





SJ9856 NW  
SJ9856 SW

SJ9756 NE  
SJ9756 SE

H.M. LAND REGISTRY		ORDNANCE SURVEY		COUNTY STAFFORDSHIRE DISTRICT STAFFORDSHIRE MOORLANDS		© Crown copyright 1986	
TITLE NUMBER		SF317923		SECTION M		Scale 1/1250	
				SJ 9756			



"Practical Completion"

construction and fitting out ready and fit for first occupation save only for normal snagging in accordance with NHBC or other relevant requirements and "Practically Complete" and "Practically Completed" shall be construed accordingly

"Registered Provider"

a provider of social housing registered with the Homes and Communities Agency pursuant to the Housing and Regeneration Act 2008

"Rent"

affordable rent up to 80% market rent (inclusive of service charges) as outlined in Homes and Communities Agency guidance and in consultation with the Housing Strategy Manager or any other mechanism for controlling rents agreed with the Housing Strategy Manager of the Council

"Satisfactory Offer"

in the event that no Suitable Offers can be made offers for the Affordable Rented Housing shall be satisfactory if they are made by (i) a person who is ordinarily resident within the Staffordshire Moorlands area (ii) a person who can demonstrate a local connection through previous period of residence within the Staffordshire Moorlands area (iii) who has a First Line family member resident within the Staffordshire Moorlands area (for at least five years) or (iv) persons with employment in the Staffordshire Moorlands area. In the event that more than one Satisfactory Offer made priority is to be given in accordance with the provisions in of paragraphs 19 and 20 of Schedule 1

"the Site"

land at Barngate Street, Leek as shown for the purposes of identification only edged red on the Plan.



"Specification"

the Housing Quality Indicators that the Affordable Units and the Assisted Living Resource Facility should be completed to as contained in the most recent Homes and Community Agency Design and Quality Standards (currently April 2007) or an alternative standard as agreed in writing with the Housing Strategy Manager of the Council

"Suitable Offer"

offers for the Affordable Rented Housing shall only be suitable if they are made by (i) a person ordinarily resident within the Leek area (ii) a person who can demonstrate a local connection through previous period of residence within the Leek area (iii) who has a First Line family member resident within the Leek area (for at least five years) or (iv) persons with employment in the Leek area. In the event that more than one Suitable Offer is made priority is given to persons in accordance with the provisions of paragraphs 19 and 20 of Schedule 1

**WHEREAS:-**

- (1) The Council is the local planning authority for the purposes of the 1990 Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable
- (2) The County is the Local Education Authority within the meaning of Section 12 of the Education Act 1996 for Staffordshire and considers that the Development will necessitate a requirement for a contribution towards the provision of educational facilities in the vicinity of the Development
- (3) The Owner is the owner of the freehold interest in the Site and is registered as the proprietor with title absolute at HM Land Registry under Title Number SF317923 in respect of the Site
- (4) Renew Land Developments Limited and The Wrekin Housing Trust submitted the Planning Application to the Council for planning permission in order to carry out the

Development in the manner set out in the plans specifications and particulars forming part of the Planning Application

- (5) On 18 September 2014 the Council acting by way of its Planning Applications Committee resolved to grant planning permission for the Development in accordance with the Planning Application subject to the prior completion of this Undertaking
- (6) The Owner has agreed to enter into this Undertaking so as to create a planning obligation in favour of the Council and the County pursuant to Section 106 of the 1990 Act and to be bound by and observe and perform the covenants hereinafter contained should Planning Permission be granted.

**NOW THIS DEED WITNESSES** as follows:-

1. **THIS** Undertaking is a planning obligation made in pursuance of Section 106 of the 1990 Act and all other powers so enabling
2. **THE** Owner hereby covenants with the Council and the County so as to bind the Site in accordance with this Undertaking to observe and perform and cause to be observed and performed the undertakings, covenants and restrictions listed below:

Affordable Units and Assisted Living Resource Facility

- 2.1. To comply in all respects with the obligations in relation to the Affordable Units and the Assisted Living Resource Facility set out in Schedule 1 hereto.

Education Contribution

- 2.2. To pay to the County the Education Contribution to be used by the County for the provision or enhancement of educational facilities in the vicinity of the Development to accommodate the additional demand generated by the Development and for no other purpose whatsoever in the following instalments:
  - 2.2.1 25% of the Education Contribution is to be paid to the County prior to Commencement;
  - 2.2.2 25% of the Education Contribution is to be paid to the County prior to Practical Completion of 25% of the Affordable Rented Housing Units approved for construction;

- 2.2.3 The balance of the Education Contribution is to be paid to the County prior to Practical Completion of 50% of the Affordable Rented Housing Units approved for construction.

PROVIDED ALWAYS that the Education Contribution shall be recalculated and increased by the County in accordance with the current approved policies of the County in place at the date of this Undertaking in the event that the number of Affordable Rented Housing Units is amended.

#### Costs

- 2.3. To pay on completion of this Undertaking the Council's reasonable costs and disbursements in connection with the preparation of this Undertaking to a maximum amount of £750.00

#### Notice of Commencement

- 2.4. The Owner shall give written notice to the Chief Executive Officer of the Council and the County at least fourteen (14) days prior to Commencement
- 2.5. The Owner shall give written notice to the Chief Executive of the Council and the County at least fourteen (14) days prior to Practical Completion of 25% of the Affordable Rented Housing Units.
- 2.6. The Owner shall give written notice to the Chief Executive of the Council and the County at least fourteen (14) days prior to Practical Completion of 50% of the Affordable Rented Housing Units.

#### Indemnity

- 2.7 The Owner shall indemnify the County for any expenses or liability arising to it in respect of breach by the Owner of any of the obligations contained in this Undertaking.

#### 3. IT IS HEREBY AGREED AND DECLARED as follows:

- 3.1 This Undertaking is conditional and shall only have effect upon the grant of Planning Permission save for the provisions of Clauses 2.3 which shall come into effect immediately upon the completion of this Undertaking.

- 3.2 This Undertaking shall be enforceable without limit of time (other than as expressly mentioned in the Undertaking) against the Owner and any person deriving title through or under it to the Site or any part or parts of it as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 3.3 The provisions of this Undertaking shall not be enforceable against:
- 3.2.1 statutory undertakers in relation to any parts of the Site acquired by them for electricity sub-stations gas governor stations or pumping stations or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant; and
  - 3.2.2 any Chargee provided that the Chargee shall first have complied with the Chargee's Duty unless it takes possession of the Site in which case it too shall be bound by the provisions of this Undertaking as if it were a person deriving title from the Owner.
- 3.4 In the event of the Planning Permission expiring and not being renewed or in the event of revocation of the Planning Permission prior to Commencement then this Undertaking shall forthwith determine and cease to have effect and the Council shall immediately procure that any entry referring to the Undertaking in the Register of Local Land Charges shall be removed forthwith
- 3.5 No person shall be liable for a breach of any covenant or obligation contained in this Undertaking after parting with all interest in the Site or the part of the Site in respect of which such breach occurs but without prejudice to any liability in respect of any antecedent breach
- 3.6 In this Undertaking the expressions "the Council" "the County" and "the Owner" shall where the context so admits be deemed to include their respective successors in title and assigns.
- 3.7 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 3.8 References to the masculine, feminine and neuter genders shall include the other genders.

- 3.9 References to natural persons are to include corporations and vice versa.
- 3.10 Headings in this Undertaking are for reference purposes only and shall not be taken into account in its construction or interpretation
- 3.11 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of that restriction.
- 3.12 Any reference to an Act of Parliament shall include any modification, extension or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, permission and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 3.13 Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council or the County this Undertaking shall not be enforceable by any third party pursuant to the Contracts Act
- 3.14 Nothing in this Undertaking 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 Undertaking
- 3.15 Nothing in this Undertaking shall fetter, prejudice or affect the Council's or the County's powers to enforce any specific obligation or term or condition nor shall anything contained in this Undertaking fetter, prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as the local planning authority for the purposes of the 1990 Act or otherwise the Council or the County as a local authority.
- 3.16 No waiver (whether express or implied) by the Council or the County of any breach or default of the Owner or its agents, servants, successors in title or assigns in performing or observing any of the covenants or obligations contained in this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council or the County from enforcing any such covenant or obligation or from acting upon any subsequent breach thereof.
- 3.17 If any provision in this Undertaking shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law such provision shall to that extent be



deemed not to form part of this Undertaking and the enforceability of the remainder of this Undertaking shall not be affected.

3.18 The planning obligation hereby created may be registered as a Local Land Charge by the Council

3.19 The provisions of section 196 of the Law of Property Act 1925 shall apply to any notice to be served under or in connection with this Undertaking and any notice to the:

3.19.1 Council shall be in writing and addressed to the Chief Executive Officer at Moorlands House, Stockwell Street, Leek, Staffordshire, ST13 6HQ

3.19.2 Owner shall be in writing and addressed to 31 Wellington Road, Nantwich, Cheshire, CW5 7ED

3.19.3 County shall be in writing and addressed to the Director of Democracy, Law and Transformation at Staffordshire Place 2, Stafford, Staffordshire, ST16 2LP

**EXECUTED AS A DEED** by the Owner on the day and year first hereinbefore appearing

### SCHEDULE 1

1. Not to permit, suffer, cause or allow the Affordable Units or the Assisted Living Resource Facility or any part thereof to be developed or built other than for a Registered Provider.
2. The Affordable Units shall only be used for the purpose of providing Affordable Housing accommodation and to meet the objectives of a Registered Provider
3. The Assisted Living Resource Facility shall only be used for such purpose unless converted by the Registered Provider (in accordance with Paragraph 11 of this Schedule) to an Assisted Living Housing Unit after which it shall only be used for the purpose of providing Affordable Housing and to meet the objectives of a Registered Provider
4. The Affordable Units and the Assisted Living Resource Facility shall be built in accordance with the Planning Permission and the Specification.
5. To serve notice in writing on the Council as soon as reasonably practicable after Practical Completion of the Affordable Units and the Assisted Living Resource Facility.
6. To ensure that the Affordable Units and the Assisted Living Resource Facility are transferred to a Registered Provider in accordance with the criteria set out in this Schedule 1 and are available for Occupation
7. That the Owner shall not cause or permit the Occupation of any of the Affordable Units or the Assisted Living Resource Facility until the freehold of the Affordable Units and the Assisted Living Resource Facility have been transferred to a Registered Provider at a value to be agreed between the Registered Provider and the Owner and the Owner must notify the Council within 14 days of completion of the transfer and such transfer should include a covenant by the Registered Provider to manage the units in accordance with its usual and normal tenancy terms and conditions, of the type and style recommended by the Homes and Communities Agency
8. That the Owner shall procure that the Registered Provider shall notify the Council in writing within 14 days of postal addresses being assigned to the Affordable Units and the Assisted Living Resource Facility

9. That the Owner shall procure that the Registered Provider shall forthwith serve notice in writing upon the Council upon the completion of any disposal or letting of the whole or any part of the Site of the Affordable Units and Assisted Living Resource Facility to any other Registered Provider or person(s) to the end and intent that the Council shall be kept fully informed of ownerships and tenancies regarding the same
10. From the date of Practical Completion the Affordable Units shall not be used other than for Affordable Housing save that this obligation shall not be binding on:
  - 10.1 any tenant who has exercised the right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in force.
  - 10.2 any Chargee provided that the Chargee shall first have complied with the Chargee's Duty
  - 10.3 any purchaser from a mortgagee of an individual Affordable Unit pursuant to any default by the individual mortgagor
11. From the date of Practical Completion the Assisted Living Resource Facility shall not be used other than as an Assisted Living Resource Facility until such time as the Registered Provider requires the Assisted Living Resource Facility to be converted to an Assisted Living Housing Unit and the Owner shall give the Council not less than 14 days' notice prior to such conversion. Following such conversion of the Assisted Living Resource Facility to an Assisted Living Housing Unit the requirements of this Undertaking in respect of the Affordable Units shall apply to the Assisted Living Resource Facility.
12. The Chargee shall prior to seeking to Dispose of the Affordable Units or the Assisted Living Resource Facility pursuant to its power of sale or other remedies under the terms of its mortgage or charge shall first give the Council no less than 3 months written notice of its intention to dispose of the Site and then seek to dispose of the said land to a Registered Provider or at the Council's written election the Homes and Community Agency (the Council being entitled to nominate a Registered Provider or the Homes and Communities Agency for these purposes by service of a notice in writing to such Chargee within 56 (fifty six) days of such Chargee notifying the Council in writing of its intention to exercise its power of sale) PROVIDED THAT for the avoidance of doubt such Chargee shall not be under any obligation to dispose of the relevant Affordable Unit or the Assisted Living Resource Facility for any sum less than the monies outstanding pursuant to the said mortgage or charge and shall provide evidence to the Council of its reasonable endeavours to dispose of the Site to a Registered Provider(s) subject to the terms of this Agreement and for an appropriate price.

13. In the event of any sale not taking place in accordance with paragraph 12 of this Schedule within a period of three (3) months following the service of the Council's notice thereunder or in the absence of such notice the Chargee shall be entitled to sell such land or the relevant part thereof pursuant to its or their power of sale or other remedies under the mortgage or charge in question on the open market and from the date of actual completion the foregoing provisions of this paragraph 13 shall not apply to the Affordable Units or the Assisted Living Resource Facility as sold nor shall any successor in title to or person deriving title from such mortgagee or Chargee be so bound
14. In the event that the Chargee has complied with or otherwise satisfied the requirements of paragraph 13 above then the interest of that Chargee and any interest capable of being disposed of by that Chargee to a third party shall be released by written release from the Council from the obligations contained in Schedule 1 to this Undertaking.
15. If at any time after the transfer to a Registered Provider of any part of the Site the Council and the Registered Provider shall agree in writing that the Affordable Units on such part of the Site shall be held and made available on terms other than those as set out in this Undertaking including without limitation such alternative tenure (PROVIDED THAT the Affordable Units shall at all times remain as Affordable Units save as provided for in paragraph 10 of this Schedule) the Affordable Units on that part of the Site shall be varied thereby without need for consent or agreement of any other person and this right to agree to vary the use of the Affordable Units in respect of a part of the Site by agreement with the Registered Provider owning that part of the Site shall be exercisable by the Council more than once in respect of the same part of the Site if the Council shall see fit and as often as the Council shall see fit.

#### Affordable Rented Housing

16. Subject to the operation of paragraph 15 above the whole interest in the Affordable Rented Housing shall be made available for a minimum of 80 years from the date of first Occupation for rental in accordance with paragraph 17 below.
17. That the Affordable Rented Housing shall be rented out at no more than the Rent.
18. The lettings of the Affordable Rented Housing shall be subject to the nomination rights and residence qualifications as set out in paragraphs 19 and 20 of this Schedule.

19. The Owner shall procure that the Registered Provider shall inform the Council when the Affordable Rented Housing is to be available and shall allocate the first Occupation of all the Affordable Rented Housing to persons nominated by the Council and who are able to make a Suitable Offer or if none a Satisfactory Offer within 4 weeks of notification to the Council to enable the Council to advertise the availability of the relevant unit through the Council's Choice Based Lettings Scheme 'Moorlands Homechoice' (or any such allocation scheme which is in place with the Council at the time) and to allocate not less than 50% of all subsequent occupations to persons nominated by the Council and who are able to make a Suitable Offer or if none a Satisfactory Offer within three weeks of notification to the Council of the availability of the Affordable Rented Housing Units. In the event of the Council not making any nomination or a nomination of a person able to make a Suitable Offer or if none a Satisfactory Offer within the period specified or a person nominated and able to make a Suitable Offer or if none a Satisfactory Offer not accepting an offer made by the Registered Provider within five working days of the offer the Registered Provider shall be entitled to allocate Occupation of any available unit to any person able to make a Suitable Offer or if none a Satisfactory Offer.
20. Those tenants not nominated by the Council shall be so determined and selected in accordance with the tenant selection policies of the Registered Provider relevant to the specific type of property and limited in the first instance to persons able to make a Suitable Offer or if none a Satisfactory Offer and if no person is able to make either offer to such person as the Registered Provider deems fit.

#### Assisted Living Units

21. That the whole interest of the Assisted Living Units are made available for a minimum of 80 years from the date of first occupation for rental in accordance with paragraph 22
22. Subject to the operation of paragraph 15 above the Assisted Living Housing Units shall be used for the purposes of providing Assisted Living Housing Accommodation.
23. The tenants of the Assisted Living Housing Units shall be so determined and selected in accordance with the tenant selection policies of the Registered Provider relevant to the specific type of property PROVIDED THAT the Owner shall procure that the Registered Provider shall allocate Occupation of the Assisted Living Units to persons who are able to make an Assisted Living Suitable Offer or if none an Assisted Living Satisfactory Offer



24 That the Assisted Living Housing Units shall be rented out at no more than the Assisted Living Housing Rent.

Executed as a deed by **LEEK (DB) SITE LLP** acting by **DAVID BEECROFT**, a member, in the presence of:

  
Member

[SIGNATURE OF WITNESS]..... *Andrea Spence* .....

[NAME OF WITNESS [IN BLOCK CAPITALS]]..... *ANDREA SPENCE* .....

[ADDRESS OF WITNESS]..... *THE CLAMPSON NEWCASTLE STAFFS ITS OPW* .....

[OCCUPATION OF WITNESS]..... *SOLICITOR* .....

