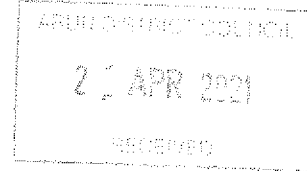




FAO Mrs D Johnson
Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex
BN17 5LF

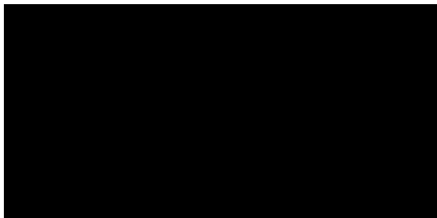


Ref: 2 London Road Bognor Regis PO21 1QU

Please find attached signed copies of Unilateral undertaking in connection with proposed planning application for the alteration and addition of second floor to form 3 No. one bed apartments at the above-mentioned address.

It is our understanding that our client has made payment online.

Kindest Regards



J. C. Bonner

Lansdowne House 25/26 Hampshire Terrace Portsmouth Hampshire PO1 2QF England

RICK CARTER B.A. (HONS) Dip Arch (Dist Dip) Consultant PHIL PARKINSON B.A. (HONS) Dip Arch (Dist Dip)
JCSE Limited Registered in England Company Reg No. 10937982 Registered Office Lansdowne House VAT Reg No. 281 4161 17

DATED

_____ 2021

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING
UNDER SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT
1990**

RELATING TO LAND AT 2 LONDON ROAD, BOGNOR REGIS

Parties:

W.D.KING LIMITED OF 120 HIGH STREET, EDGWARE, HA8 7EL

and

[LLOYDS BANK

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THIS DEED is dated

- (1) W.D.KING LIMITED Incorporated and registered in England and Wales with company number 00297606 whose registered office is at 120 High Street, Edgware, London, HA8 7EL [**Owner**]
- (2) Lloyds Bank PLC Incorporated and registered in England and Wales with company number 2065 whose registered office is at Dept 3282 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ [**Mortgagee**]

IN FAVOUR OF Arun District Council of The Civic Centre Maltravers Road Littlehampton BN17 5LF **Council**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property subject to a mortgage in favour of the Mortgagee.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Mortgagee is the registered proprietor of the charge dated 31.03.2017 referred to in entry number 9 and 10 of the charges register of Title number WSX112947 and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking.
- (E) In consideration of Pagham Harbour policy ENV DM2 of the emerging Local Plan 2011-2031, and Cabinet's approval of the tariff based system on 20 July 2015, the Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Access Management Contribution: the sum of £2,613.00 towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

Base Rate: the higher of 5% and the base rate from time to time of Barclays Bank plc.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary

access construction works; archaeological investigation; and erection of any fences and hoardings around the Property.

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property by alteration to ground floor shop, converting first floor storage into two flats, and creating an additional residential flat on new second floor. as described in the Planning Application.

Pagham Harbour: A Special Protection Area, also known as a Natura 2000 site, based in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds.

Plan: the plan attached to this deed.

Planning Application: an application for planning permission registered by the Council under reference number PP09346533v1QPP.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Property: the freehold land at 2 London Road, Bognor Regis shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX112947.

TCPA 1990: Town and Country Planning Act 1990

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.

- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council to pay the Access Management Contribution to the Council on or before the

Commencement Date.

4. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner;
or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7. INTEREST ON LATE PAYMENT

If the Access Management Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Access Management Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

8. COUNCIL'S COSTS

The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

9. OWNERSHIP

- 9.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Property.
- 9.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 14 Working Days, the following details

of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

10. NOTICES

10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

10.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:

- (a) to The Planning Department of Arun District Council, quoting the Planning Application number at the following address: The Civic Centre Maltravers Road Littlehampton BN17 5LF;
- (b) for the attention of the Owner, W.D.King Ltd at: 120 High Street, Edgware, HA8 7EL;
- (c) to the Mortgagee at: Dept 3282 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ] marked for the attention of

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or

other method of dispute resolution.

11. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

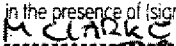
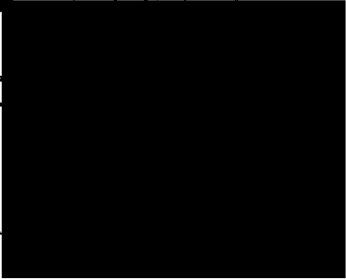
12. GOVERNING LAW

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

13. MORTGAGEE'S CONSENT

- 13.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.
- 13.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

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

2. Executed as a deed by W.D.King Ltd acting by J Rosenbaum, a director In the presence of:- [WITNESS FULL NAME] [WITNESS FULL ADDRESS] [WITNESS OCCUPATION]	 J Rosenbaum Director WITNESS SIGNATURE
3. Executed as a deed by Lloyds Bank by affixing the Corporate Seal in the presence of:	EXECUTED AS A DEED BY CASE HANDLER as authorised signatory for Lloyds Bank plc in the presence of (signature of witness)  Webster Rd, Wolverhampton WV9 9HZ Per Pro Lloyds Bank plc [AUTHORISED SIGNATORY] 

Power of Attorney

1. Appointment

By this power of attorney made by deed on 1st April 2020, we Lloyds Bank plc, a company incorporated in England and Wales, registered number 00002065, with registered office at 25 Gresham Street, London, EC2V 7HN (the "**Company**"), hereby appoint the individuals whose details are set out in the schedule to this power of attorney ("**Schedule One**"), jointly and severally, to be the Company's true and lawful attorneys (the "**Attorneys**") and on its behalf and in its name or otherwise, in connection with their roles as detailed within Schedule One, to:

- a. execute documents, in particular the documents detailed in Schedule One to this power of attorney next to the Attorney's job title, which relate to the Commercial Banking Delivery business of the Commercial Banking division of Lloyds Banking Group plc, (the "**Purpose**");
- b. take any steps or do anything which the Attorney in his or her absolute discretion considers necessary or desirable in connection with the Purpose, excluding the delegation to other parties in relation to the Purpose of the authority conferred herein.

2. Ratification and indemnity

By this deed the Company undertakes to:

- a. ratify and confirm any lawful act that the Attorney undertakes or purports to undertake in good faith in the exercise of the powers conferred by this power of attorney; and
- b. indemnify the Attorney, subject to any legal and/or regulatory restrictions or prohibitions to do so, fully against all claims, losses, costs, expenses, damages or liability which he or she sustains or incurs as a result of any lawful action taken by him or her in good faith pursuant to this power of attorney, including any cost incurred in enforcing this indemnity.

3. Duration

This power of attorney shall be valid for a period of 12 months from the date hereof. Notwithstanding the previous sentence, this power of attorney shall cease to have effect if the Attorney ceases to hold the role and/or carry the title set out in Schedule One to this power of attorney next to his or her name, or if revoked by the Company at any other time by serving notice in writing to the Attorney.

4. Third parties

The Company declares that a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

5. Governing law

This power of attorney (and any non-contractual obligations arising from it) shall be governed by, and construed in accordance with, the laws of England and Wales to the exclusive jurisdiction of whose courts the Company submits by executing this deed, and the Attorney submits by purporting to act under its terms.

IN WITNESS whereof this power of attorney has been duly executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed
by Lloyds Bank plc
acting by an authorised attorney

)
)
)

...
Ad
Authorised Attorney

in the presence of:

Witness signature:

Witness name:

DOREEN JAMES CLEIGHTON

Witness address:

10 GRESHAM STREET
LONDON EC2U 7AE

Schedule One referred to in the foregoing Power of Attorney of Lloyds Bank plc

All job titles referred to are roles within the Commercial Banking Delivery business of the Commercial Banking division of Lloyds Banking Group plc, unless stated to the contrary

Job Title	Team	Documents
Director, Markets & Lending Delivery	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Tax Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related Documentation; Corporate Action related Documentation; Tax Forms
Senior Manager, Business Operations	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Tax Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related documentation; Corporate Action related documentation, Tax Forms.
Manager, Business Operations	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Tax Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related documentation; Corporate Action related documentation; Tax Forms.
Head of Commercial Banking Markets Operations	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Euroclear UK & Ireland Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related Documentation; Corporate Action related Documentation; Tax Forms
Head of Cash Management and Treasury Operations	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Euroclear UK & Ireland Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related Documentation; Corporate Action related Documentation; Tax Forms
Head of Lending Execution	Markets & Lending Delivery	Facility Letter, Loan Agreement and any other agreement, letter, deed or document in any way connected with the banking facilities to be made available in terms of the Facility Letter and Loan Agreement; Ranking Agreements, Deeds of priority, Subordination Agreement and any agreement, letter, deed or document relating to an inter creditor agreement; Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including without limitation Corporate, Cross, Upstream, Down Stream and Personal Guarantees and any agreement, letter, deed or document granted connected to granting the security over third party obligations; Assignment in Security / Assignment by way of Security;

	Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Confidentiality or Non Disclosure Agreements, letters and other related documents; Assignment/Assignment in Security of any development documentation and step in agreements letter, deed or document relating to Development Funding ; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security Interests; Share Pledge or any agreement, letter deed or document in relation to the grant of security over shares; Letter of Non Crystallisation in relation to a Floating Charge; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge, including without limitation, Overage Agreements, Section 75, Section 106, Section 38, Section 278, Unilateral Undertaking, Deed of Servitude, Deed of Easement and any other agreement, letter, deed or document in any way connected to the grant of planning permission or development of the secured land; Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3, Deed or Restriction, Deed of Disburdenment, Deed of Release, Deed of Postponement, Memoranda of Satisfaction of a Floating Charge and any other agreement, letter, deed or document in any way connected with the Discharge; Third Party Engagement Letters relating to provision of Due Dilligence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Standstill Agreements; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this POA Derivative or foreign exchange master agreements, related schedules, credit support and collateral documents. Repurchase and securities lending master agreements and related schedules and annexes, tri-party collateral management and electronic platform repurchase and stock-lending access Agreement. Novation, assignment or calculation agency agreements. Give-up agreements (both on exchange and OTC) and any related designation notices. Custodial agreements. Clearing execution agreements. Master Netting Agreements. Any document required to be signed in accordance with providing the role of Security Trustee / Security Agent and in-line with the powers conferred to the Security Trustee / Security Agent under the Facility Agreement, Security Trustee / Security Agent Agreement, Intercreditor Agreement and Any other such Finance Document; Any document required to be executed by the Agent or Company in accordance with the powers conferred to the Agent or Company in-line with the Facility Agreement, Leasing Agreement or any other agreed finance documents and in relation to any instructions provided by the Finance Parties in relation to requisite levels of instruction detailed in any such agreements;
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		Third Party Engagement Letters in relation to provision of Due Diligence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Ancillary facility letters, including those issued via email Any amendments, side letters and any other document in any way connected to any of the foregoing
Head of Lending Operations & Agency	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Euroclear UK & Ireland Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related Documentation; Corporate Action related Documentation; Tax Forms
Head of Operations Financial Markets Infrastructure	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Euroclear UK & Ireland Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related Documentation; Corporate Action related Documentation; Tax Forms
Senior Manager, Network Management	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Euroclear UK & Ireland Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related Documentation; Corporate Action related Documentation; Tax Forms
Manager, Network Management	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Euroclear UK & Ireland Documentation; GTR Account Opening Forms; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Custody related Documentation; Corporate Action related Documentation; Tax Forms
Senior Manager, GCT Trade Facilitation	Markets & Lending Delivery	Custody Agreements; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Euroclear UK & Ireland Documentation; GTR Account Opening Forms; Scheme Shareholdings; Confirmations; Standard Settlement Instructions (SSIs)
Team Manager, GCT Trade Facilitation	Markets & Lending Delivery	(1) Custodian Agreement in connection with certain documents of title granted under the laws of England & Wales; (2) any other relevant letters, documents & deeds in relation to the documents referred to under (1) Vacate, receipt, discharge, release, surrender, convey, re-convey, assign or re-assign any mortgage, charge, debenture or any other security held by the Bank; postpone, defer, subordinate, or otherwise regulate the priority or ranking of any mortgage, charge, debenture or other security held by the Bank; grant easements over or impose covenants on, consent to the letting, underletting, assignment, surrender or alteration of any freehold or leasehold property held by the Bank as trustee or nominee or charged to the Bank; convey, transfer, assign, lease, let, under-let, surrender, sell or consent to dealings with or the imposition of encumbrances upon any real or personal

		property charged to the Bank; vary, alter, amend, revise, replace or substitute any deed or document which the Bank is a party; register the Bank as charge (as appropriate) in the registers of land charges, pending actions, writs and orders affecting land or deeds of arrangement affecting land under the Land Charges Act 1972, at the Land Charges Department, and to apply for the cancellation, rectification, and continuation in any register of any entry recording the Bank as charge or in respect of which the Bank is otherwise entitled to apply. Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; To transfer any stocks, shares or other securities held by the or registered in the name of the Bank as nominee or trustee and to authorise any person to exercise any rights attached to any such stocks, shares or other securities. Any other relevant documents and deeds
Senior Manager, Cash Management	Markets & Lending Delivery	Triparty Agreements; Service Level Agreements; Account Set Up Documentation; Clearing Scheme Documentation
Manager, Cash Management	Markets & Lending Delivery	Triparty Agreements; Service Level Agreements; Account Set Up Documentation; Clearing Scheme Documentation
Senior Manager, Collateral & Securities Settlements	Markets & Lending Delivery	Triparty Agreements; Service Level Agreements; Collateral or Security Account Set Up Documentation; Euroclear UK & Ireland Documentation; Clearing Scheme Documentation; ; Corporate Action related Documentation; W8BEN Tax Forms for Corporate Actions
Manager, Collateral & Securities Settlements	Markets & Lending Delivery	Triparty Agreements; Service Level Agreements; Collateral or Security Account Set Up Documentation; Euroclear UK & Ireland Documentation; Clearing Scheme Documentation; ; Corporate Action related Documentation; W8BEN Tax Forms for Corporate Actions
Senior Manager, Regulatory & Transaction Reporting	Markets & Lending Delivery	Service Level Agreements, GTR Account Opening Forms, Valuations, Audits, Portfolio Reconciliations
Manager, Regulatory & Transaction Reporting	Markets & Lending Delivery	Service Level Agreements, GTR Account Opening Forms, Valuations, Audits, Portfolio Reconciliations
Senior Manager, Cash Settlements & Confirmations	Markets & Lending Delivery	Service Level Agreements; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs)

Manager, Confirmations	Markets & Lending Delivery	Service Level Agreements; Confirmations; Standard Settlement Instructions (SSIs)
Manager, Cash Settlements	Markets & Lending Delivery	Service Level Agreements; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs)
Senior Manager, Operations Financial Control	Markets & Lending Delivery	Service Level Agreements; Fee Schedules;; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs)
Manager, Operations Financial Control	Markets & Lending Delivery	Service Level Agreements; Fee Schedules;; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs)
Director, CB Markets Onboarding and Data Management	Markets & Lending Delivery	Service Level Agreements; Standard Settlement Instructions (SSIs)
Manager, CB Markets Client Onboarding and Data Management	Markets & Lending Delivery	; Service Level Agreements; Standard Settlement Instructions (SSIs)
Team Manager	Markets & Lending Delivery	(1) Custodian Agreement in connection with certain documents of title granted under the laws of England & Wales; (2) any other relevant letters, documents & deeds in relation to the documents referred to under (1) Vacate, receipt, discharge, release, surrender, convey, re-convey, assign or re-assign any mortgage, charge, debenture or any other security held by the Bank; postpone, defer, subordinate, or otherwise regulate the priority or ranking of any mortgage, charge, debenture or other security held by the Bank; grant easements over or impose covenants on, consent to the letting, underletting, assignment, surrender or alteration of any freehold or leasehold property held by the Bank as trustee or nominee or charged to the Bank; convey, transfer, assign, lease, let, under-let, surrender, sell or consent to dealings with or the imposition of encumbrances upon any real or personal property charged to the Bank; vary, alter, amend, revise, replace or substitute any deed or document which the Bank is a party; register the Bank as charge (as appropriate) in the registers of land charges, pending actions, writs and orders affecting land or deeds of arrangement affecting land under the Land Charges Act 1972, at the Land Charges Department, and to apply for the cancellation, rectification, and continuation in any register of any entry recording the Bank as charge or in respect of which the Bank is otherwise entitled to apply Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement,

		letter, deed or document relating to the provision of services to the Bank; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; To transfer any stocks, shares or other securities held by the or registered in the name of the Bank as nominee or trustee and to authorise any person to exercise any rights attached to any such stocks, shares or other securities Any other relevant documents and deeds
Technical Expert	Markets & Lending Delivery	(1) Custodian Agreement in connection with certain documents of title granted under the laws of England & Wales; (2) any other relevant letters, documents & deeds in relation to the documents referred to under (1) Vacate, receipt, discharge, release, surrender, convey, re-convey, assign or re-assign any mortgage, charge, debenture or any other security held by the Bank; postpone, defer, subordinate, or otherwise regulate the priority or ranking of any mortgage, charge, debenture or other security held by the Bank; grant easements over or impose covenants on, consent to the letting, underletting, assignment, surrender or alteration of any freehold or leasehold property held by the Bank as trustee or nominee or charged to the Bank; convey, transfer, assign, lease, let, underlet, surrender, sell or consent to dealings with or the imposition of encumbrances upon any real or personal property charged to the Bank; vary, alter, amend, revise, replace or substitute any deed or document which the Bank is a party; register the Bank as charge (as appropriate) in the registers of land charges, pending actions, writs and orders affecting land or deeds of arrangement affecting land under the Land Charges Act 1972, at the Land Charges Department, and to apply for the cancellation, rectification, and continuation in any register of any entry recording the Bank as charge or in respect of which the Bank is otherwise entitled to apply Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; To transfer any stocks, shares or other securities held by the or registered in the name of the Bank as nominee or trustee and to authorise any person to exercise any rights attached to any such stocks, shares or other securities Any other relevant documents and deeds

Senior Case Handler	Markets & Lending Delivery	Vacate, receipt, discharge, release, surrender, convey, re-convey, assign or re-assign any mortgage, charge, debenture or any other security held by the Bank; postpone, defer, subordinate, or otherwise regulate the priority or ranking of any mortgage, charge, debenture or other security held by the Bank; grant easements over or impose covenants on, consent to the letting, underletting, assignment, surrender or alteration of any freehold or leasehold property held by the Bank as trustee or nominee or charged to the Bank; convey, transfer, assign, lease, let, underlet, surrender, sell or consent to dealings with or the imposition of encumbrances upon any real or personal property charged to the Bank; vary, alter, amend, revise, replace or substitute any deed or document which the Bank is a party; register the Bank as charge (as appropriate) in the registers of land charges, pending actions, writs and orders affecting land or deeds of arrangement affecting land under the Land Charges Act 1972, at the Land Charges Department, and to apply for the cancellation, rectification, and continuation in any register of any entry recording the Bank as charge or in respect of which the Bank is otherwise entitled to apply Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; To transfer any stocks, shares or other securities held by the or registered in the name of the Bank as nominee or trustee and to authorise any person to exercise any rights attached to any such stocks, shares or other securities Any other relevant documents and deeds
Case Handler	Markets & Lending Delivery	Vacate, receipt, discharge, release, surrender, convey, re-convey, assign or re-assign any mortgage, charge, debenture or any other security held by the Bank; postpone, defer, subordinate, or otherwise regulate the priority or ranking of any mortgage, charge, debenture or other security held by the Bank; grant easements over or impose covenants on, consent to the letting, underletting, assignment, surrender or alteration of any freehold or leasehold property held by the Bank as trustee or nominee or charged to the Bank; convey, transfer, assign, lease, let, underlet, surrender, sell or consent to dealings with or the imposition of encumbrances upon any real or personal property charged to the Bank; vary, alter, amend, revise, replace or substitute any deed or document which the Bank is a party; register the Bank as charge (as appropriate) in the registers of land charges, pending actions, writs and orders affecting land or deeds of arrangement affecting land under the Land Charges Act 1972, at the Land Charges Department, and to apply for the cancellation, rectification, and continuation in any register of any entry

		recording the Bank as charge or in respect of which the Bank is otherwise entitled to apply Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; To transfer any stocks, shares or other securities held by the or registered in the name of the Bank as nominee or trustee and to authorise any person to exercise any rights attached to any such stocks, shares or other securities Any other relevant documents and deeds
Quality Assurance	Markets & Lending Delivery	Vacate, receipt, discharge, release, surrender, convey, re-convey, assign or re-assign any mortgage, charge, debenture or any other security held by the Bank; postpone, defer, subordinate, or otherwise regulate the priority or ranking of any mortgage, charge, debenture or other security held by the Bank; grant easements over or impose covenants on, consent to the letting, underletting, assignment, surrender or alteration of any freehold or leasehold property held by the Bank as trustee or nominee or charged to the Bank; convey, transfer, assign, lease, let, underlet, surrender, sell or consent to dealings with or the imposition of encumbrances upon any real or personal property charged to the Bank; vary, alter, amend, revise, replace or substitute any deed or document which the Bank is a party; register the Bank as charge (as appropriate) in the registers of land charges, pending actions, writs and orders affecting land or deeds of arrangement affecting land under the Land Charges Act 1972, at the Land Charges Department, and to apply for the cancellation, rectification, and continuation in any register of any entry recording the Bank as charge or in respect of which the Bank is otherwise entitled to apply
Analyst, Credit Support	Markets & Lending Delivery	Agency Plot Discharges - DS1; Agency Plot Discharges - DS3; Agency Plot Discharges - Letters of Non Crystallisation; Agency Plot Discharges - Consent to Deal; Agency Plot Discharges - Deed of Restriction; Plot Discharges - DS1; Plot Discharges - DS3; Plot Discharges - Letters of Non Crystallisation; Consent to Lease; Plot Discharges - Deed of Restriction
Senior Manager, Credit Support	Markets & Lending Delivery	Agency Plot Discharges - DS1; Agency Plot Discharges - DS3; Agency Plot Discharges - Letters of Non Crystallisation; Agency Plot Discharges - Consent to Deal; Agency Plot Discharges - Deed of Restriction; Plot Discharges - DS1; Plot Discharges - DS3; Plot Discharges - Letters of Non Crystallisation; Consent to Lease; Plot Discharges - Deed of Restriction
Manager, Credit Support	Markets & Lending Delivery	Agency Plot Discharges - DS1; Agency Plot Discharges - DS3; Agency Plot Discharges - Letters of Non Crystallisation; Agency Plot Discharges - Consent to Deal; Agency Plot Discharges - Deed of Restriction; Plot Discharges - DS1; Plot Discharges -

		DS3; Plot Discharges - Letters of Non Crystallisation; Consent to Lease; Plot Discharges - Deed of Restriction
Associate Director, Loan Markets Support	Markets & Lending Delivery	LMA & Non LMA Trade Confirmations (Bank Debt, Claims and Risk Participation); LMA Transfer Agreement (Bank Debt); LMA Assignment Agreement (Bank Debt); LMA Assignment (Distressed/Claims); LMA Master Funded Participation Agreement (Par/Distressed); LMA Master Risk Participation Agreement (Par); LMA Funded Participation Agreement (Distressed/Claims); LMA Funded Participation Agreement (Par/Distressed); LMA Risk Participation Agreement (Par); LMA Funded/Risk Participation Agreement (Par); LMA Risk to Funded Participation Agreement (Par); LMA Buy-In/Sell Out Notice; LMA Purchase Price Notice; LMA Price Dispute Notice; LMA Termination Notice (Par & Distressed); LMA Form of Early Termination Amount Statement for Par & Distressed Trade Transactions; LMA Multilateral Termination & Transfer Agreement (Novation); LMA Bilateral Termination and Transfer Agreement; LMA Termination Agreement; LMA Multilateral Netting Agreement; LMA Bilateral Netting Agreement; LMA Confidentiality Letter (Seller & Purchaser); LMA Master Confidentiality Undertaking; Pricing Letters
Manager, Lending Service	Markets & Lending Delivery	3rd Party Engagement Letters; LBG Bank Mandates - Authorised Signatories for Secured Accounts; Non LBG Bank Mandates - Authorised Signatories for Secured Accounts; Withdrawal Notices; Authorised Investment (placing funds on deposit from secured accounts pursuant to the terms of the Account Bank Agreement); Letter of Non Crystallisation in relation to a Floating Charge
Manager, Agency	Markets & Lending Delivery	3rd Party Engagement Letters; LBG Bank Mandates - Authorised Signatories for Secured Accounts; Non LBG Bank Mandates - Authorised Signatories for Secured Accounts; Withdrawal Notices; Authorised Investment (placing funds on deposit from secured accounts pursuant to the terms of the Account Bank Agreement); Letter of Non Crystallisation in relation to a Floating Charge
Manager, Loans Distribution Support	Markets & Lending Delivery	LMA & Non LMA Trade Confirmations (Bank Debt, Claims and Risk Participation); LMA Transfer Agreement (Bank Debt); LMA Assignment Agreement (Bank Debt); LMA Assignment (Distressed/Claims); LMA Master Funded Participation Agreement (Par/Distressed); LMA Master Risk Participation Agreement (Par); LMA Funded Participation Agreement (Distressed/Claims); LMA Funded Participation Agreement (Par/Distressed); LMA Risk Participation Agreement (Par); LMA Funded /Risk Participation Agreement (Par); LMA Risk to Funded Participation Agreement (Par); LMA Buy-In/Sell Out Notice ; LMA Purchase Price Notice; LMA Price Dispute Notice; LMA Termination Notice (Par & Distressed); LMA Form of Early Termination Amount Statement for Par & Distressed Trade Transactions; LMA Multilateral Termination & Transfer Agreement (Novation); LMA Bilateral Termination and Transfer Agreement; LMA Termination Agreement; LMA Multilateral Netting Agreement; LMA Bilateral Netting Agreement; LMA Confidentiality Letter (Seller & Purchaser); LMA Master Confidentiality Undertaking; Pricing Letters
Associate Director, Agency	Markets & Lending Delivery	Supplier Finance Facility Agreements; Facility Amendment Letters; Facility Accession Letters; Waiver and Consent Letters; Inter Creditor Agreements / Subordination Agreements; Transfer Certificates; 3rd Party Engagement Letters; LBG Bank Mandates - Authorised Signatories for Secured Accounts; Non LBG Bank Mandates - Authorised Signatories for Secured Accounts;

Indemnities (restricted to lost security); Standstill Agreements; Undertakings (restricted to deal completion mechanics); Withdrawal Notices; Authorised Investment (placing funds on deposit from secured accounts pursuant to the terms of the Account Bank Agreement); Facility Letter, Loan Agreement and any other agreement, letter, deed or document in any way connected with the banking facilities to be made available in terms of the Facility Letter and Loan Agreement; Ranking Agreements, Deeds of priority, Subordination Agreement and any agreement, letter, deed or document relating to an inter creditor agreement; Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment In Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Confidentiality or Non Disclosure Agreements, letters and other related documents; Assignment/Assignment In Security of any development documentation and step in agreements letter, deed or document relating to Development Funding; Assignment In Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; Share Pledge or any agreement, letter deed or document in relation to the grant of security over shares; Hedging Documentation, including ISDA Master Agreements; Letter of Non Crystallisation in relation to a Floating Charge; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge, including without limitation, Overage Agreements, Section 75, Section 106, Section 38, Section 278, Unilateral Undertaking, Deed of Servitude, Deed of Easement and any other agreement, letter, deed or document in any way connected to the grant of planning permission or development of the secured land; Discharge In Full or Part of any Banks Security Interest, including without limitation, DS1, DS3, Deed or Restriction, Deed of Disburdenment, Deed of Release, Deed of Postponement, Memoranda of Satisfaction of a Floating Charge and any other agreement, letter, deed or document in any way connected with the Discharge; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this POA; Any document required to be executed by the Agent in accordance with the powers conferred to the Agent in-line with the Facility Agreement, Leasing Agreement or any other agreed finance documents and in relation to any instructions provided by the Finance Parties in relation to requisite levels of instruction detailed in any such agreements; Any document required to be signed in accordance with providing the role of Security Trustee / Security Agent and in-line with the powers conferred to the Security Trustee / Security Agent under the Facility Agreement, Security Trustee / Security Agent Agreement, Intercreditor Agreement and Any other such Finance Document;

Director/Senior Manager, Agency	Markets & Lending Delivery	Facility Amendment Letters; Facility Accession Letters; Waiver and Consent Letters; Inter Creditor Agreements / Subordination Agreements; Transfer Certificates; 3rd Party Engagement Letters; LBG Bank Mandates - Authorised Signatories for Secured Accounts; Non LBG Bank Mandates - Authorised Signatories for Secured Accounts; Indemnities (restricted to lost security); Undertakings (restricted to deal completion mechanics); Withdrawal Notices; Authorised Investment (placing funds on deposit from secured accounts pursuant to the terms of the Account Bank Agreement); Facility Letter, Loan Agreement and any other agreement, letter, deed or document in any way connected with the banking facilities to be made available in terms of the Facility Letter and Loan Agreement; Ranking Agreements, Deeds of priority, Subordination Agreement and any agreement, letter, deed or document relating to an inter creditor agreement; Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including without limitation Corporate, Cross, Upstream, Down Stream and Personal Guarantees and any agreement, letter, deed or document granted connected to granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Confidentiality or Non Disclosure Agreements, letters and other related documents; Assignment/Assignment in Security of any development documentation and step in agreements letter, deed or document relating to Development Funding ; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; Share Pledge or any agreement, letter deed or document in relation to the grant of security over shares; Hedging Documentation, including ISDA Master Agreements; Letter of Non Crystallisation in relation to a Floating Charge; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge, including without limitation, Overage Agreements, Section 75, Section 106, Section 38, Section 278, Unilateral Undertaking, Deed of Servitude, Deed of Easement and any other agreement, letter, deed or document in any way connected to the grant of planning permission or development of the secured land; Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3, Deed or Restriction, Deed of Disburdenment, Deed of Release, Deed of Postponement, Memoranda of Satisfaction of a Floating Charge and any other agreement, letter, deed or document in any way connected with the Discharge; Standstill Agreements; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this POA; Any document required to be signed in accordance with providing the role of Security Trustee and in-line with the powers conferred to the Security Agent under the Facility Agreement, Security Trustee Agreement, Intercreditor Agreement and Any other such Finance Document; Any document required to be executed by the Agent
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		In accordance with the powers conferred to the Agent in-line with the Facility Agreement, Leasing Agreement or any other agreed finance documents and in relation to any instructions provided by the Finance Parties in relation to requisite levels of instruction detailed in any such agreements;
Senior Manager, Lending Service	Markets & Lending Delivery	Facility Amendment Letters; Facility Accession Letters; Waiver and Consent Letters; Inter Creditor Agreements / Subordination Agreements; Transfer Certificates; 3rd Party Engagement Letters; LBG Bank Mandates - Authorised Signatories for Secured Accounts; Non LBG Bank Mandates - Authorised Signatories for Secured Accounts; Indemnities (restricted to lost security); Undertakings (restricted to deal completion mechanics); Withdrawal Notices; Authorised Investment (placing funds on deposit from secured accounts pursuant to the terms of the Account Bank Agreement); Facility Letter, Loan Agreement and any other agreement, letter, deed or document in any way connected with the banking facilities to be made available in terms of the Facility Letter and Loan Agreement; Ranking Agreements, Deeds of priority, Subordination Agreement and any agreement, letter, deed or document relating to an inter creditor agreement; Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including without limitation Corporate, Cross, Upstream, Down Stream and Personal Guarantees and any agreement, letter, deed or document granted connected to granting the security over third party obligations; Assignment In Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Confidentiality or Non Disclosure Agreements, letters and other related documents; Assignment/Assignment In Security of any development documentation and step in agreements letter, deed or document relating to Development Funding ; Assignment In Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; Share Pledge or any agreement, letter deed or document in relation to the grant of security over shares; Hedging Documentation, including ISDA Master Agreements; Letter of Non Crystallisation in relation to a Floating Charge; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge, including without limitation, Overage Agreements, Section 75, Section 106, Section 38, Section 278, Unilateral Undertaking, Deed of Servitude, Deed of Easement and any other agreement, letter, deed or document in any way connected to the grant of planning permission or development of the secured land; Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3, Deed or Restriction, Deed of Disburdenment, Deed of Release, Deed of Postponement, Memoranda of Satisfaction of a Floating Charge and any other agreement, letter, deed or document in any way connected with the Discharge; Standstill Agreements; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this POA; Any

		document required to be signed in accordance with providing the role of Security Trustee and in-line with the powers conferred to the Security Agent under the Facility Agreement, Security Trustee Agreement, Intercreditor Agreement and Any other such Finance Document; Any document required to be executed by the Agent in accordance with the powers conferred to the Agent in-line with the Facility Agreement, Leasing Agreement or any other agreed finance documents and in relation to any instructions provided by the Finance Parties in relation to requisite levels of instruction detailed in any such agreements;
Associate Director/ Manager, Lending Execution	Markets & Lending Delivery	Facility Letter, Loan Agreement and any other agreement, letter, deed or document in any way connected with the banking facilities to be made available in terms of the Facility Letter and Loan Agreement; Ranking Agreements, Deeds of priority, Subordination Agreement and any agreement, letter, deed or document relating to an inter creditor agreement; Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Confidentiality or Non Disclosure Agreements, letters and other related documents; Assignment/Assignment in Security of any development documentation and step in agreements letter, deed or document relating to Development Funding ; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; Share Pledge or any agreement, letter deed or document in relation to the grant of security over shares; Letter of Non Crystallisation in relation to a Floating Charge; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge, including without limitation, Overage Agreements, Section 75, Section 106, Section 38, Section 278, Unilateral Undertaking, Deed of Servitude, Deed of Easement and any other agreement, letter, deed or document in any way connected to the grant of planning permission or development of the secured land; Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3, Deed or Restriction, Deed of Disburdenment, Deed of Release, Deed of Postponement, Memoranda of Satisfaction of a Floating Charge and any other agreement, letter, deed or document in any way connected with the Discharge; Third Party Engagement Letters relating to provision of Due Dillgence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Standstill Agreements; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this POA; Derivative or foreign exchange master agreements, related schedules, credit support and collateral documents.

		Repurchase and securities lending master agreements and related schedules and annexes, tri-party collateral management and electronic platform repurchase and stock-lending access agreement. Novation, assignment or calculation agency agreements. Give-up agreements (both on exchange and OTC) and any related designation notices. Custodial agreements. Clearing execution agreements. Master Netting Agreements. Any document required to be signed in accordance with providing the role of Security Trustee / Security Agent and in-line with the powers conferred to the Security Trustee / Security Agent under the Facility Agreement, Security Trustee / Security Agent Agreement, Intercréditor Agreement and Any other such Finance Document; Any document required to be executed by the Agent or Company in accordance with the powers conferred to the Agent or Company in-line with the Facility Agreement, Leasing Agreement or any other agreed finance documents and in relation to any instructions provided by the Finance Parties in relation to requisite levels of instruction detailed in any such agreements; Third Party Engagement Letters in relation to provision of Due Diligence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Ancillary facility letters, including those issued via email Any amendments, side letters and any other document in any way connected to any of the foregoing
Director/Senior Manager, Lending Execution	Markets & Lending Delivery	Facility Letter, Loan Agreement and any other agreement, letter, deed or document in any way connected with the banking facilities to be made available in terms of the Facility Letter and Loan Agreement; Ranking Agreements, Deeds of priority, Subordination Agreement and any agreement, letter, deed or document relating to an Inter creditor agreement; Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including without limitation Corporate, Cross, Upstream, Down Stream and Personal Guarantees and any agreement, letter, deed or document granted connected to granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Confidentiality or Non Disclosure Agreements, letters and other related documents; Assignment/Assignment in Security of any development documentation and step in agreements letter, deed or document relating to Development Funding ; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; Share Pledge or any agreement, letter deed or document in relation to the grant of security over shares; Letter of Non Crystallisation in relation to a Floating Charge; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge, including

		without limitation, Overage Agreements, Section 75, Section 106, Section 38, Section 278, Unilateral Undertaking, Deed of Servitude, Deed of Easement and any other agreement, letter, deed or document in any way connected to the grant of planning permission or development of the secured land; Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3, Deed or Restriction, Deed of Disburdenment, Deed of Release, Deed of Postponement, Memoranda of Satisfaction of a Floating Charge and any other agreement, letter, deed or document in any way connected with the Discharge; Third Party Engagement Letters relating to provision of Due Diligence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Standstill Agreements; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this POA Derivative or foreign exchange master agreements, related schedules, credit support and collateral documents. Repurchase and securities lending master agreements and related schedules and annexes, tri-party collateral management and electronic platform repurchase and stock-lending access Agreement. Novation, assignment or calculation agency agreements. Give-up agreements (both on exchange and OTC) and any related designation notices. Custodial agreements. Clearing execution agreements. Master Netting Agreements. Any document required to be signed in accordance with providing the role of Security Trustee / Security Agent and in-line with the powers conferred to the Security Trustee / Security Agent under the Facility Agreement, Security Trustee / Security Agent Agreement, Intercreditor Agreement and Any other such Finance Document; Any document required to be executed by the Agent or Company in accordance with the powers conferred to the Agent or Company in-line with the Facility Agreement, Leasing Agreement or any other agreed finance documents and in relation to any instructions provided by the Finance Parties in relation to requisite levels of instruction detailed in any such agreements; Third Party Engagement Letters in relation to provision of Due Diligence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Ancillary facility letters, including those issued via email Any amendments, side letters and any other document in any way connected to any of the forgoing
Assistant Manager, Lending Execution	Markets & Lending Delivery	Facility Letter, Loan Agreement and any other agreement, letter, deed or document in any way connected with the banking facilities to be made available in terms of the Facility Letter and Loan Agreement; Ranking Agreements, Deeds of priority, Subordination Agreement and any agreement, letter, deed or document relating to an inter creditor agreement; Floating Charge meaning any Debenture, Bond and Floating charge or any related deed or document in relation to the granting or amendment of a Floating Charge; Guarantees including Corporate, Cross, Upstream, Downstream, Cost Overrun and Personal Guarantees

	and any agreement, letter, deed or document connected to the granting the security over third party obligations; Assignment in Security / Assignment by way of Security; Assignment of Rents; Standard Security; Collateral Warranties and Substitution Agreement and any agreement, letter, deed or document relating to it; Property Management Agreements and Duty of Care Agreements and any agreement, letter, deed or document relating to the provision of services to the Bank; Confidentiality or Non Disclosure Agreements, letters and other related documents; Assignment/Assignment in Security of any development documentation and step in agreements letter, deed or document relating to Development Funding ; Assignment in Security, Deposit Agreement or Charge of Cash Deposits in relation to the charge over Bank Accounts and Rental Income or any agreement, letter, deed or document in relation to the assignment of security interests; Share Pledge or any agreement, letter deed or document in relation to the grant of security over shares; Letter of Non Crystallisation in relation to a Floating Charge; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge, including without limitation, Overage Agreements, Section 75, Section 106, Section 38, Section 278, Unilateral Undertaking, Deed of Servitude, Deed of Easement and any other agreement, letter, deed or document in any way connected to the grant of planning permission or development of the secured land; Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3, Deed or Restriction, Deed of Disburdenment, Deed of Release, Deed of Postponement, Memoranda of Satisfaction of a Floating Charge and any other agreement, letter, deed or document in any way connected with the Discharge; Third Party Engagement Letters relating to provision of Due Diligence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Standstill Agreements; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Any forms or documents required to be submitted to the Land Registry of England and Wales or the Registers of Scotland in connection with any of the other matters referred to in this POA; Derivative or foreign exchange master agreements, related schedules, credit support and collateral documents. Repurchase and securities lending master agreements and related schedules and annexes, tri-party collateral management and electronic platform repurchase and stock-lending access agreement. Novation, assignment or calculation agency agreements. Give-up agreements (both on exchange and OTC) and any related designation notices. Custodial agreements. Clearing execution agreements. Master Netting Agreements. Any document required to be signed in accordance with providing the role of Security Trustee / Security Agent and in-line with the powers conferred to the Security Trustee / Security Agent under the Facility Agreement, Security Trustee / Security Agent Agreement, Intercreditor Agreement and Any other such Finance Document; Any document required to be executed by the Agent or Company in accordance with the powers conferred to the Agent or Company in-line with the Facility Agreement, Leasing Agreement or any other agreed finance documents and in relation to any instructions
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		provided by the Finance Parties in relation to requisite levels of instruction detailed in any such agreements; Third Party Engagement Letters in relation to provision of Due Diligence services to the Bank, including without limitation, Solicitors, Valuers and Project Monitors; Consent to Leases and any other agreement, letter, deed or document in any way connected to the Lease; Ancillary facility letters, including those issued via email Any amendments, side letters and any other document in any way connected to any of the foregoing
Manager's Assistant, Credit Support	Markets & Lending Delivery	Overdraft Facility Letter, Ancillary Facility Letter, Loan Agreements, Bank Letters with variables
Operations Manager	Markets & Lending Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)

Job Title	Team	Documents
Director, Banking & Trade Delivery	Banking & Trade Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)
Head of Trade Services	Banking & Trade Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)
Senior Manager, Business Operations	Banking & Trade Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)
Operations Manager	Banking & Trade Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)
Assistant Manager	Banking & Trade Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)
Technical Manager	Banking & Trade Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)
Senior Analyst	Banking & Trade Delivery	Indemnities; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs)

Power of Attorney

1. Appointment

By this power of attorney made by deed on 1st April 2020, we Lloyds Bank plc, a company incorporated in England and Wales, registered number 00002065, with registered office at 25 Gresham Street, London, EC2V 7HN (the "**Company**"), hereby appoint the Director, Markets & Lending Delivery, the Head of Lending Execution, Markets & Lending Delivery, the Head of Lending Operations & Agency, Markets & Lending Delivery, the Senior Manager, Agency and the Associate Directors, Agency jointly and severally, to be the Company's true and lawful attorneys (the "**Attorneys**") and on its behalf and in its name or otherwise, in connection with their roles as detailed within this Power of Attorney, to:

- a. execute documents, in particular documents which relate to the business of Markets & Lending within the Commercial Banking division of Lloyds Banking Group plc, (the "**Purpose**");
- b. take any steps or do any thing which the Attorney in his or her absolute discretion considers necessary or desirable in connection with the Purpose, including the delegation to other parties in relation to the Purpose of the authority conferred herein.

2. Ratification and indemnity

By this deed the Company undertakes to:

- a. ratify and confirm any lawful act that the Attorney undertakes or purports to undertake in good faith in the exercise of the powers conferred by this power of attorney; and
- b. indemnify the Attorney, subject to any legal and/or regulatory restrictions or prohibitions to do so, fully against all claims, losses, costs, expenses, damages or liability which he or she sustains or incurs as a result of any lawful action taken by him or her in good faith pursuant to this power of attorney, including any cost incurred in enforcing this indemnity.

3. Duration

This power of attorney shall be valid for a period of 12 months from the date hereof. Notwithstanding the previous sentence, this power of attorney shall cease to have effect if the Attorney ceases to hold the role and/or carry the title set out in this power of attorney, or if revoked by the Company at any other time by serving notice in writing to the Attorney.

4. Third parties

The Company declares that a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

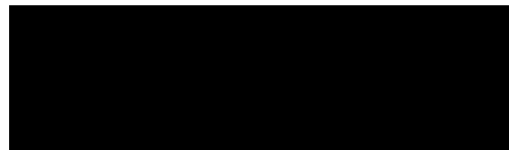
5. Governing law

This power of attorney (and any non-contractual obligations arising from it) shall be governed by, and construed in accordance with, the laws of England and Wales to the exclusive jurisdiction of whose courts the Company submits by executing this deed, and the Attorney submits by purporting to act under its terms.

IN WITNESS whereof this power of attorney has been duly executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

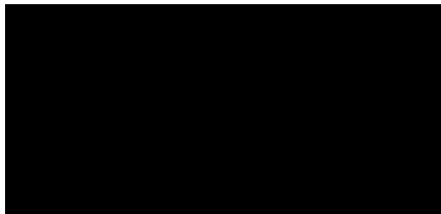
Executed as a deed
by Lloyds Bank plc
acting by an authorised attorney

)
)
)



Adrian White
Authorised Attorney

In the presence of:



Witness signature:

Witness name:



Witness address:

10 GRESHAM STREET
LONDON. EC2U 7AE

Power of Attorney

1. Appointment

By this power of attorney made by deed on 1st April 2022 Lloyds Bank plc, a company incorporated in England and Wales, registered number 00002065, with registered office at 25 Gresham Street, London, EC2V 7HN (the "**Bank**"), hereby appoint the individuals whose details are set out in the first schedule to this power of attorney ("**Schedule One**"), jointly and severally, to be the Bank's true and lawful attorneys (the "**Attorneys**") and on its behalf and in its name or otherwise, in connection with their roles as detailed within Schedule One, to:

- a. execute documents, in particular the documents ("**Security Documents**") detailed in the second schedule to this power of attorney ("**Schedule Two**"), which relate to lending to the Bank's customers (the "**Purpose**");
- b. take any steps or do any thing which the Attorney in his or her absolute discretion considers necessary or desirable in connection with the Purpose and in support of or to conclude the Security Documents, excluding the delegation to other parties in relation to the Purpose of the authority conferred herein.

2. Ratification and indemnity

By this deed the Bank undertakes to:

- a. ratify and confirm any lawful act that the Attorney undertakes or purports to undertake in good faith in the exercise of the powers conferred by this power of attorney; and
- b. indemnify the Attorney, subject to any legal and/or regulatory restrictions or prohibitions to do so, fully against all claims, losses, costs, expenses, damages or liability which he or she sustains or incurs as a result of any lawful action taken by him or her in good faith pursuant to this power of attorney, including any cost incurred in enforcing this indemnity.

3. Duration

This power of attorney shall be valid for a period of 12 months from the date hereof. Notwithstanding the previous sentence, this power of attorney shall cease to have effect if the Attorney ceases to hold the role and/or carry the title set out in Schedule One to this power of attorney next to his or her name, or if revoked by the Bank at any other time by serving notice in writing to the Attorney.

4. Third parties

The Bank declares that a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

5. Governing law

This power of attorney (and any non-contractual obligations arising from it) shall be governed by, and construed in accordance with, the laws of England and Wales to the exclusive jurisdiction of whose courts the Bank submits by executing this deed, and the Attorney submits by purporting to act under its terms.

IN WITNESS whereof this power of attorney has been duly executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed
by Lloyds Bank plc
acting by an authorised attorney

Adrian White
Authorised Attorney

In the presence of:

Witness signature:

Witness name:

Witness address:

10 GRESHAM STREET
LONDON EC2V 7AE

Schedule One referred to in the foregoing Power of Attorney of Lloyds Bank plc

All job titles referred to are roles within Dentons UK and Middle East LLP, unless stated to the contrary

First Name(s)	Surname	Job Title	Place of Work
Andrew Gordon	Altken	Partner	1 George Square Glasgow, G2 1AL
Morag	Campbell	Consultant	1 George Square Glasgow, G2 1AL
Stuart Thomas	Fitzsimmons	Partner	1 George Square Glasgow, G2 1AL
Susan Mary	Kelly	Partner	Quartermile One, 15 Lauriston Place Edinburgh EH3 9EP
Derek Thomas	McCombe	Partner	1 George Square Glasgow, G2 1AL

Schedule Two referred to In the foregoing Power of Attorney of Lloyds Bank plc

	Document Titles
1.	Debentures
2.	Bonds and floating charges
3.	Deeds of Priority, Ranking Agreements, Subordination Agreements and other intercreditor arrangement documents
4.	English Legal Charge Documents
5.	Deeds of Postponement
6.	Letters of Non-crystallisation in respect of Bonds and Floating Charges/Debentures
7.	Corporate Guarantees
8.	Personal Guarantees
9.	Charges over Cash Deposits
10.	Letters of Formal Lease Consent
11.	Assignations and Assignments of Life Policies
12.	Deeds of Variation

DATED

_____ 2021

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER
SECTION 106 OF THE TOWN & COUNTRY PLANNING ACT 1990**

RELATING TO LAND AT 2 LONDON ROAD, BOGNOR REGIS

Parties:

W.D.KING LIMITED OF 120 HIGH STREET, EDGWARE, HA8 7EL

and

[LLOYDS BANK

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THIS DEED is dated

- (1) W.D.KING LIMITED incorporated and registered in England and Wales with company number 00297606 whose registered office is at 120 High Street, Edgware, London, HA8 7EL **[Owner]**
- (2) Lloyds Bank PLC incorporated and registered in England and Wales with company number 2065 whose registered office is at Dept 3282 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ **[Mortgagee]**

IN FAVOUR OF Arun District Council of The Civic Centre Maltravers Road Littlehampton BN17 5LF **Council**

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner owns the Property subject to a mortgage in favour of the Mortgagee.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Mortgagee is the registered proprietor of the charge dated 31.03.2017 referred to in entry number 9 and 10 of the charges register of Title number WSX112947 and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking.
- (E) In consideration of Pagham Harbour policy ENV DM2 of the emerging Local Plan 2011-2031, and Cabinet's approval of the tariff based system on 20 July 2015, the Owner gives this undertaking to perform the obligations set out in this deed.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Access Management Contribution: the sum of £2,613.00 towards the cost of delivering measures to avoid, or mitigate to an acceptable level, the harm caused to Pagham Harbour by the Development.

Base Rate: the higher of 5% and the base rate from time to time of Barclays Bank plc.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed and for no other purpose, the following operations: demolition works; site clearance; ground investigations; site survey works; temporary access construction works;

archaeological investigation; and erection of any fences and hoardings around the Property.

Commenced and **Commences** shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Default Interest Rate: 4% per annum above the Base Rate.

Development: the development of the Property by alteration to ground floor shop, converting first floor storage into two flats, and creating an additional residential flat on new second floor. as described in the Planning Application.

Pagham Harbour: A Special Protection Area, also known as a Natura 2000 site, based in Pagham, West Sussex in the District of Arun, identified as being of international importance for the breeding, feeding, wintering or migration of rare and vulnerable species of European Union birds.

Plan: the plan attached to this deed.

Planning Application: an application for planning permission registered by the Council under reference number PP09346533v1QPP.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Property: the freehold land at 2 London Road, Bognor Regis shown edged red on the Plan and registered at HM Land Registry with absolute title under title number WSX112947.

TCPA 1990: Town and Country Planning Act 1990

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.

- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed) from time to time.
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed shall come into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. COVENANTS WITH THE COUNCIL

The Owner covenants with the Council to pay the Access Management Contribution to the Council on or before the Commencement Date.

4. RELEASE

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

5. DETERMINATION OF DEED

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

6. LOCAL LAND CHARGE

This deed is a local land charge and shall be registered as such by the Council.

7. INTEREST ON LATE PAYMENT

If the Access Management Contribution has not been paid to the Council prior to or on the Commencement Date, the Owner shall pay the Council interest on the Access Management Contribution at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the Commencement Date to and including the date of payment.

8. COUNCIL'S COSTS

The Owner shall pay to the Council on the date of this deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.

9. OWNERSHIP

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

9.2 Until the obligations in clause 3 have been complied with the Owner will give to the Council within 14 Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

10. NOTICES

10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

10.2 Any notice [or other communication] to be given under this deed must be sent to the relevant party as follows:

- (a) to The Planning Department of Arun District Council, quoting the Planning Application number at the following address: The Civic Centre Maltravers Road Littlehampton BN17 5LF;
- (b) for the attention of the Owner, W.D.King Ltd at: 120 High Street, Edgware, HA8 7EL;
- (c) to the Mortgagee at: Dept 3282 of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton, WV9 5HZ] marked for the attention of

10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
- (b) if sent by pre-paid first class post or other next working day delivery service at 9.00 am on the second Working Day after posting.

10.4 A notice or other communication given under this deed shall not be validly given if sent by e-mail.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. GOVERNING LAW

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

13. MORTGAGEE'S CONSENT

- 13.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.
- 13.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

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

2. Executed as a deed by W.D.King Ltd acting by J Rosenbaum, a director	J Rosenbaum Director WITNESS SIGNATURE ABIGAIL COHEN 21 MORLEY CRESCENT, EDDINGWORTH HA8 8XE DENTAL HYGIENIST
3. Executed as a deed by Lloyds Bank by affixing the Corporate Seal in the presence of:	 [AUTHORISED SIGNATORY]