

DATED 12 December 2022

- (1) ARUN DISTRICT COUNCIL
- (2) WEST SUSSEX COUNTY COUNCIL
- (3) VM1 LIMITED (Owner)
- (4) LLOYDS BANK PLC (Mortgagee)

DEED OF VARIATION UNDER
SECTIONS 106 AND 106A OF THE
TOWN AND COUNTRY PLANNING
ACT 1990

Relating to land at 18-20 London Road Bognor Regis PO21 1PY

Planning Ref: BR/38/22/PL

Arun District Council
The Civic Centre
Maltravers Road
LITTLEHAMPTON
BN17 5LF
DX57406 LITTLEHAMPTON

Ref: 9086

Date: 12 December 2022

PARTIES:

- 1 ARUN DISTRICT COUNCIL** of The Civic Centre, Maltravers Road,
LITTLEHAMPTON BN17 5LF ("the Council")
- 2 WEST SUSSEX COUNTY COUNCIL** of County Hall, West Street,
Chichester, PO19 1RQ ("the County Council")
- 3 VM1 LIMITED** of 3 Valencia Road STANMORE HA7 4JL (Co. Regn. No.
08785919) ("the Owner")
- 4. LLOYDS BANK PLC** Dept No 6676 of Pendeford Securities Centre,
Pendeford Business Park, Wobaston Road WOLVERHAMPTON WV9 5HZ
("the Mortgagee")

WHEREAS

- A1. The Council is the Local Planning Authority for the area in which the Land is situated
- A2. The County Council is a county planning authority and the highway authority, and the authority responsible for the provision of libraries and fire and rescue services
- A3. The Owner is the registered owner of the Land registered at the Land Registry under title WSX254803. Vahnea Marolda Investments LLP (Co. Regn. No OC390377), as agent for the Owner, has made the planning application to the Council on behalf of the Owner.
- A4. This Deed is supplemental to and to the extent that its contents so provide, varies the Section 106 Agreement to the extent only that the Section 106 Agreement relates to the Land.
- A5. The provisions of this Deed bind the Land, the parties to this Deed and their successors in title.

- A6. The Owner, the County Council and the Council have agreed to amend the Section 106 Agreement.
- A7. The Mortgagee is the registered proprietor of the charge dated 30 April 2014 referred to in entry number 6 of the charges register of Title number WSX254803 and has agreed to enter into this deed to give its consent to the terms of this deed.
- A8. This is made as a Deed under Section 106 and 106A of the Town and Country Planning Act 1990.

NOW THIS DEED WITNESSETH as follows:

1. Interpretation

1.1 In this Deed unless otherwise stated the following expressions shall where the context so admits have the following meanings:

1.1.1. **"Act"** means the Town and Country Planning Act 1990.

1.1.2 **"Application"** for permission for a part conversion and extension of existing building to provide 6 additional storeys over existing rooftop, to provide for up to 104 No student residential units, with access from Bedford Street, associated servicing and ancillary accommodation, entrance and staircore extension to existing building to provide access from Bedford Street. (Resubmission of scheme approved under reference BR/270/18/PL). This application may affect the setting of listed buildings and may affect the character and appearance of nearby conservation areas. This application is in CIL Zone 4 (Zero Rated) as other development.

1.1.3 **"Land"** means 18-20 London Road Bognor Regis PO21 1PY as shown for the purposes of identification edged in red on the Plan and registered at the Land Registry under title WSX254803.

1.1.4 **"Plan"** means the plan attached to this Deed as Appendix 1.

1.1.5 **"Section 106 Agreement"** means the Deed dated 19 June 2019 between: Arun District Council (2) West Sussex County Council and (3) VM1 LIMITED in relation to planning permission BR/270/18/PL granted pursuant to the Application.

1.1.7 **"Second Planning**

Application"

means the application by Vahnea Marolda Investments LLP on behalf of the Owner and given Council reference BR/38/22/PL.

1.1.8 **"Second Planning
Permission"**

means the planning permission granted in respect of the Second Planning Application.

1.2 Unless the context otherwise requires, all words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed.

1.3 Clause heading shall not affect the interpretation of this Deed.

1.4 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

1.5 A reference to a **"company"** shall include any company, corporation or other body corporate, where and however incorporated or established.

1.6 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.7 Unless the context otherwise requires a reference to one gender shall include a reference to other genders.

1.8 A reference to any party shall include that party's representatives, successors and permitted assigns and to any person deriving title through or under the party and in the case of the Council and the County Council the successors to their respective statutory functions.

1.9 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.

1.10 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.

1.11 A reference to **"writing"** and **"written"** does not include fax or email.

1.12 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.

- 1.13 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. Legal Basis

- 2.1 This Deed is made under Section 106 and 106A of the Act and its purpose is to vary the Section 106 Agreement with the intention that the planning obligations contained in the Section 106 Agreement shall also apply to development to be undertaken in accordance with the Second Planning Permission save for any variations contained within this Deed .
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations under Section 106 and Section 106A of the Act and are enforceable by the Council (and County Council (as appropriate)) in accordance with Section 106 of the Act as local planning authorities against the Owner.
- 2.3 The planning obligations contained in this Deed shall bind the Land.

3. Commencement

This Deed shall come into effect on the date first mentioned herein.

4. Variation of the Section 106 Agreement

- 4.1 The parties agree that the Section 106 Agreement shall be varied as follows:
- 4.1.1 The terms of the Section 106 Agreement shall apply to the Second Planning Permission subject to the following:
- 4.1.2 The Access Management Contribution referred to in clause 1.1 and Schedules 1 and 3 of the Section 106 Agreement has already been paid to the Council so the following variation is made to the Section 106 Agreement:
- 4.1.2.1 Paragraph 1 of Schedule 1 is deleted;
- 4.1.3 The Fire and Rescue Service Contribution is index linked but the Section 106 agreement is silent as to the index to be used so the following variation is made to the Section 106 agreement:

4.1.3.1 Paragraph 1.3 of the Second Schedule shall read as follows:

"The Fire and Rescue Service Contribution shall be index linked which means increased by an amount equal to the proportionate increase in the All In Tender Price Index published by the Building Costs Information Service of the Royal Institute of Chartered Surveyors between the 21 March 2022 and the date that payment of the relevant contribution is due to the County Council."

5. Continuation of the terms of the Section 106 Agreement

It is hereby agreed and declared by the Council, the Owner and the County Council that saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Section 106 Agreement shall continue to have full force and effect.

6. Mortgagee's Consent

- 6.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Land 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 Land.
- 6.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continued at a time when the Mortgagee is in possession of all or any part of the Land.

7. Costs

- 7.1 The Owner covenants with the Council prior to the completion of this Deed to pay to the Council the sum of £1750.00 being the Council's reasonable legal costs and disbursements in connection with this Deed.
- 7.2 The Owner covenants with the County Council prior to completion of this Deed to pay to the County Council the sum of £600 being the County Council's reasonable legal costs and disbursements in connection with this Deed.

8. Miscellaneous

- 8.1 Unless expressly stated to the contrary, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person or persons other than the Parties shall have any rights under it nor shall it be enforceable by any person other than the Parties.
- 8.2 Upon completion this Deed shall be registered as a Local Land Charge by the Council.

9. Governing Law and Jurisdiction

This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the jurisdiction of the courts of England.

Appendix 1

Plan

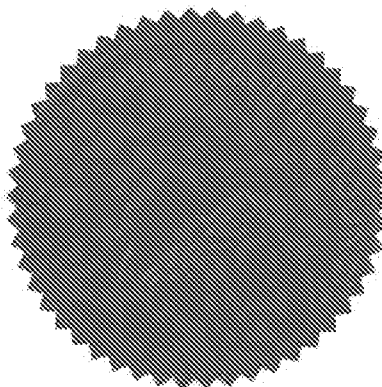
This Agreement is executed as a deed by the parties and is delivered and takes effect on the date at the beginning hereof:

THE COMMON SEAL of ARUN)

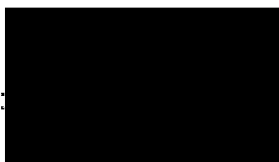
DISTRICT COUNCIL)

was affixed to this deed in the)

presence of:)



Authorised Signatory:



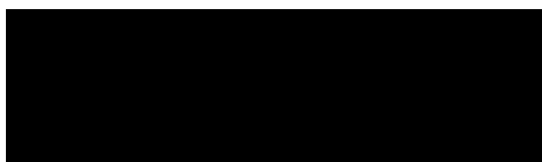
Name: SOFINA AHMED - SOLICITOR .

Seal Book No. 402/2022

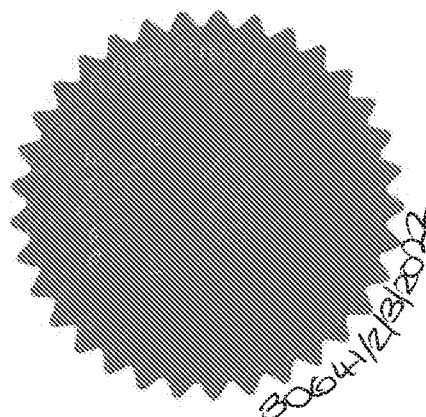
THE COMMON SEAL of)

WEST SUSSEX COUNTY COUNCIL)

was affixed to this deed in the presence of:)



Authorised Signatory:

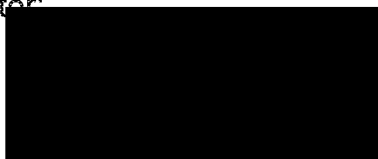


Seal Book No: }

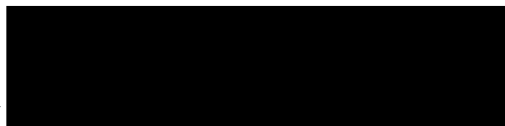
EXECUTED as a DEED by

VM1 LIMITED

Director:



in the presence of:



Signature of witness

Name (in BLOCK CAPITALS) GLORIA BUDHED

Address 42 TIBBS HILL ROAD

ABBOTS LANSLEY

UDS OEB

Director/Company Secretary

In the presence of:

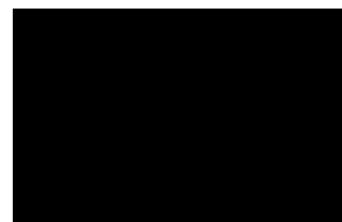
Signature of witness

Name (in BLOCK CAPITALS)

Address

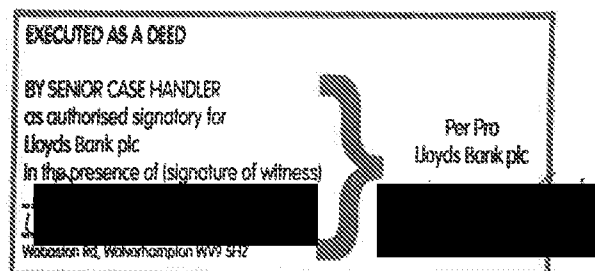
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EXECUTED as a DEED by

[] as attorney for and on
behalf of Lloyds Bank Plc pursuant to
a Power of Attorney dated



in the presence of:

Anilar Devi Kumar

Signature of witness

Name (in BLOCK CAPITALS)

Occupation.....

Address.....

.....

.....

Power of Attorney

1. Appointment

By this power of attorney made by deed on 10 OCTOBER 2022, 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 Delivery business within the Corporate and Institutional Banking Business Unit 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. Attorneys may act individually

All actions authorised by this power of attorney may be taken by any of the Attorneys. Any and all actions done, decisions made and instruments or other documents executed pursuant to this power of attorney by one Attorney shall therefore be as valid and effectual as though done by all the Attorneys.

3. 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.

4. 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.

5. 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.

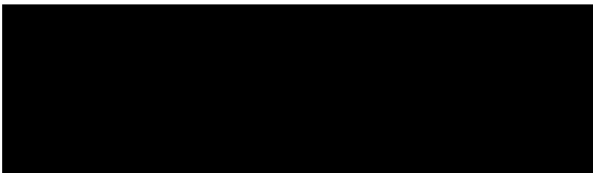
6. Governing law

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

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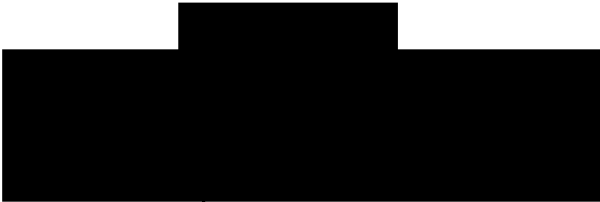

Adrian White
Authorised Attorney

in the presence of:

Witness signature:

Witness name:

Witness address:


DJ CEIGTON

10 GRESHAM STREET
LONDON
EC2W 7AE

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

All job titles referred to are roles within the Delivery business part of the Corporate and Institutional Banking Business Unit of Lloyds Banking Group plc, unless stated to the contrary

Job Title	Team	Documents
Director, Markets & Lending Delivery	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Corporate Action related Documentation; Tax Forms; CLS Relationship and Set Up Documentation
Head of Markets Operations	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Corporate Action related Documentation; Tax Forms; CLS Relationship and Set Up Documentation
Head of Treasury Operations	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Corporate Action related Documentation; Tax Forms; CLS Relationship and Set Up Documentation
Head of Shared Service	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Corporate Action related Documentation; Tax Forms; CLS Relationship and Set Up Documentation; Ancillary Facility Letters, including those issued via email; Facility Letter; 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, Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3; Deed of Restriction; Proof of debt form submitted by the company to insolvency practitioner appointed as liquidator or administrator
Head of Lending Operations	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;
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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 Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Corporate Action related Documentation; Tax Forms; CLS Relationship and Set Up Documentation. Any amendments, side letters and any other document in any way connected to any of the foregoing
Senior Manager, Network Management & Account Governance	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation;; Clearing Scheme Documentation; Tax Forms for W8BEN or Account/Jurisdiction Set Ups; CLS Relationship and Set Up Documentation
Manager, Network Management	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation;; Tax Forms for W8BEN or Account/Jurisdiction Set Ups; CLS Relationship and Set Up Documentation
Manager, Account Governance	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation;; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation Clearing Scheme Documentation;; Tax Forms for W8BEN or Account/Jurisdiction Set Ups; CLS Relationship and Set Up Documentation
Senior Manager, GCT Middle Office	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Related Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation;; Scheme Shareholdings; Confirmations; Standard Settlement Instructions (SSIs). Any such agreements as required to facilitate Group transactions and initiatives as duly approved.
Manager, GCT Middle Office	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation;; Scheme Shareholdings; Confirmations; Standard Settlement Instructions (SSIs)
Senior Manager, Markets Interlock	Markets & Lending Delivery	Service Level Agreements; Fee Schedules;; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs)
Senior Manager, Markets Middle Office	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation;

		Confirmations; Standard Settlement Instructions (SSIs); Corporate Action related Documentation; Tax Forms
Manager, Markets Middle Office	Markets & Lending Delivery	Custody Agreements and Relating Documentation; Nostro Agreements and Relating Documentation; Triparty Agreements; Terms and Conditions; Service Level Agreements; Fee Schedules; Confidentiality Agreements; Account Opening and Set Up Documentation; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs); Corporate Action related Documentation; Tax Forms
Senior Manager, Cash Management	Markets & Lending Delivery	Service Level Agreements; Account Set Up Documentation; Clearing Scheme Documentation
Manager, Cash Management	Markets & Lending Delivery	Service Level Agreements; Account Set Up Documentation; Clearing Scheme Documentation
Senior Manager, Collateral Management	Markets & Lending Delivery	Triparty Agreements; Service Level Agreements; Collateral Account Set Up Documentation; ; Clearing Scheme Documentation;
Manager, Collateral Management	Markets & Lending Delivery	Triparty Agreements; Service Level Agreements; Collateral Account Set Up Documentation; Clearing Scheme Documentation;
Senior Manager, Securities Settlements	Markets & Lending Delivery	Service Level Agreements; Security Account Set Up Documentation; Euroclear UK & Ireland Documentation; Clearing Scheme Documentation; ; Corporate Action related Documentation; W8BEN Tax Forms for Corporate Actions
Manager, Securities Settlements	Markets & Lending Delivery	Service Level Agreements; 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, , Valuations, Audits, Portfolio Reconciliations
Manager, Regulatory & Transaction Reporting	Markets & Lending Delivery	Service Level Agreements, , Valuations, Audits, Portfolio Reconciliations
Senior Manager, Cash Settlements & Confirmations	Markets & Lending Delivery	Service Level Agreements; Clearing Scheme Documentation; Confirmations; Standard Settlement Instructions (SSIs)
Manager, Cash Settlements & Confirmations	Markets & Lending Delivery	Service Level Agreements; Confirmations; Standard Settlement Instructions (SSIs)
Manager, CIB Markets Client Onboarding	Markets & Lending Delivery	Service Level Agreements; Standard Settlement Instructions (SSIs)
Manager, Data Management	Markets & Lending Delivery	Service Level Agreements; Standard Settlement Instructions (SSIs)

Senior Manager, Shared Services	Markets & Lending Delivery	Service Level Agreements; Ancillary facility letters, including those issued via email; Facility Letter; Standard Settlement Instructions (SSIs); 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, Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3; Deed of Restriction; Proof of debt form submitted by the company to Insolvency practitioner appointed as liquidator or administrator
Manager, Credit Support, Shared Services	Markets & Lending Delivery	Service Level Agreements; Ancillary facility letters, including those issued via email; Facility Letter; 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, Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3; Deed of Restriction; Proof of debt form submitted by the company to Insolvency practitioner appointed as liquidator or administrator
Senior Case Handler, Credit Support, Shared Services	Markets & Lending Delivery	Ancillary facility letters, including those issued via email; Facility Letter; 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, Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3; Deed of Restriction; Proof of debt form submitted by the company to Insolvency practitioner appointed as liquidator or administrator
Case Handler, Credit Support, Shared Services	Markets & Lending Delivery	Ancillary facility letters, including those issued via email; Facility Letter; 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, Discharge in Full or Part of any Banks Security Interest, including without limitation, DS1, DS3; Deed of Restriction
Team Manager, Lending Execution	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, Lending Execution	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 Case Handler, Securities, Lending Operations	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, 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; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge – Section 106 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, Securities, Lending Operations	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; Consents granted in respect of the Banks security interest in land secured via fixed or floating charge – Section 106To 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, Lending Execution	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
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 Servicing	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
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, Intercreeitor Agreement and Any other such Finance Document;
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 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 Servicing	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 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
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 foregoing
Assistant Manager/ Case 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 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
Team Leader, Loan Operations and Agency	Markets & Lending Delivery	Proof of Debt Form submitted by the Company to Insolvency Practitioner appointed as liquidator or administrator

Operations Manager, Loan Operations and Agency	Markets & Lending Delivery	Proof of Debt Form submitted by the Company to Insolvency Practitioner appointed as liquidator or administrator
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Job Title	Team	Documents
Director, Banking & Trade Delivery	Banking & Trade Delivery	Indemnities; Undertakings; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs), Facility Letter, (Loan Agreement) and any other letter, deed or document in any way connected with the trade finance banking facilities to be made available in terms of the Facility Letter (and Loan Agreement), Deeds of Priority.
Head of Trade Services	Banking & Trade Delivery	Indemnities; Undertakings; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs), Facility Letter, (Loan Agreement) and any other letter, deed or document in any way connected with the trade finance banking facilities to be made available in terms of the Facility Letter (and Loan Agreement), Deeds of Priority.
Senior Manager	Banking & Trade Delivery	Indemnities; Undertakings; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs), Facility Letter, (Loan Agreement) and any other letter, deed or document in any way connected with the trade finance banking facilities to be made available in terms of the Facility Letter (and Loan Agreement), Deeds of Priority.
Operations Manager	Banking & Trade Delivery	Indemnities; Undertakings; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs), Facility Letter, (Loan Agreement) and any other letter, deed or document in any way connected with the trade finance banking facilities to be made available in terms of the Facility Letter (and Loan Agreement), Deeds of Priority.
Team Manager	Banking & Trade Delivery	Indemnities; Undertakings; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs), Facility Letter, (Loan Agreement) and any other letter, deed or document in any way connected with the trade finance banking facilities to be made available in terms of the Facility Letter (and Loan Agreement), Deeds of Priority.
Quality Assurance Manager	Banking & Trade Delivery	Indemnities; Undertakings; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs), Facility Letter, (Loan Agreement) and any other letter, deed or document in any way connected with the trade finance banking facilities to be made available in terms of the Facility Letter (and Loan Agreement), Deeds of Priority.
Senior Analyst	Banking & Trade Delivery	Indemnities; Undertakings; Guarantees: Demand Guarantees, Surety Guarantees; Standby Letters of Credit; Bonds: Bail Bonds, other Bonds (including those in favour of HM Revenue and Customs).

