

DATED

14th November

2022

**COLCHESTER BOROUGH COUNCIL (1)**

-and-

**JKS DEVELOPMENTS LIMITED (2)**

-and-

**BARCLAYS BANK PLC (3)**

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**SECTION 106 AGREEMENT**

**Relating to land at the former Lookers Garage, Military Road,  
Colchester**

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THIS AGREEMENT is made on the 14th day of November 2022

BETWEEN:

- (1) **COLCHESTER BOROUGH COUNCIL** of Rowan House, 33 Sheepen Road, Colchester, Essex, CO3 3WG ("the Council"); and
- (2) **JKS DEVELOPMENTS LIMITED** (Co. Regn. No. 12078878) whose registered office is at 47 Colchester Road, White Colne, Essex, CO6 2PW ("the Owner"); and
- (3) **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of Lending Operations, P.O. Box 299, Birmingham, B1 3PF ("the Bank").

Together "the Parties"

#### **BACKGROUND**

- (A) For the purposes of the 1990 Act (as defined herein), the Council is the local planning authority for the area within which the Site (as defined herein) is located and is the authority entitled to enforce all of the obligations set out in this Agreement.
- (B) The Owner is the freehold owner of the Site and which ownership is registered at HM Land Registry with the Title Numbers EX646827 and EX724246.
- (C) The Bank has an interest in the Site by virtue of a charge registered against the Title Number EX646827 (entries numbered 1, 2 and 3 in the Charges Register for that title) and a charge registered against the Title Number EX724246 (entries numbered 1, 2 and 3 in the Charges Register for that title). The Bank has entered into this Agreement to: (a) consent to the Owner binding the Site with the covenants given herein, and (b) to agree and acknowledge that the Site will remain bound by the covenants given herein in the event that the Bank takes possession of the Site pursuant to its charge or otherwise.
- (D) The Planning Application (as defined herein) has been submitted to the Council and the Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating and facilitating the Development (as defined herein) in the manner hereinafter appearing and is satisfied that the Planning Permission (as defined herein) could be granted subject to conditions and to the completion of this Agreement.

- (E) The Council is satisfied that the planning obligations contained in this Agreement comply with Regulation 122 of the Community Infrastructure Regulations 2010 (as amended) in that they are necessary to make the Development acceptable in planning terms; are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.
- (F) The Parties have agreed to enter into this Agreement with the intention that the obligations contained in this Agreement may be enforced by the Council against: (a) the Owner and their successors in title; and (b) the Bank and their successors in title but only in the event that the Bank takes possession of the Site.

# 1. **OPERATIVE PROVISIONS**

1.1 In this Agreement, the following words and expressions have the following meanings:

**"1990 Act"** means the Town and Country Planning Act 1990, as amended;

**"Commencement Date"** means the date that Commencement of Development occurs;

**"Commencement of Development"** means, subject to clause 3.2 herein, the first carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act and the use in this Agreement of the terms **"Commence the Development"** or **"Commence Development"** or **"Commenced"** shall be construed accordingly;

**"Community Infrastructure Levy"** means the Community Infrastructure Levy as introduced by the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 as amended or any successor levy or charge which triggers payments towards Infrastructure;

**"Contributions"** means the Archaeological Contribution and the RAMS Contribution (both referred to in

Schedule 2), the CCTV & Transport Contribution (referred to in Schedule 3), the Community Facilities Contribution (referred to in Schedule 4), the Healthcare Contribution (referred to in Schedule 5), and the Parks & Recreation Contribution (referred to in Schedule 6);

**"Development"**

means the development permitted by the Planning Permission;

**"Dwellings"**

means the fifty-five (55) residential apartments (Use Class C3) constructed as part of the Development and the use in this Agreement of the term **"Dwelling"** shall be construed accordingly;

**"Index"**

means the "All Items" Index figure of the Index of Retail Prices published by the Office for National Statistics or any such alternative Index or comparable measure of price inflation as shall replace such index or as the Council reasonably requires;

**"Index Linked"**

means increased to reflect any increase in the Index during the period from and including the date of this Agreement to and including the date of actual payment of the contribution to which it relates;

**"Infrastructure"**

means "Infrastructure" as defined in Section 216 of the Planning Act 2008 BUT FOR THE AVOIDANCE OF DOUBT this shall not include infrastructure required directly as a result of the Development;

**"National Planning Policy Framework"**

means the National Planning Policy Framework first published in March 2012 and last updated on 21 July 2021 and the use in this

Agreement of the term **"NPPF"** shall be construed accordingly;

**"Notice A"**

means a written notice confirming when the Owner expects to Commence Development;

**"Notice B"**

means a written notice confirming the Commencement Date;

**"Notice C"**

means a written notice confirming the date of Occupation of a Dwelling or Dwellings;

**"Occupation"**

means beneficial occupation for the purposes permitted by the Planning Permission and shall not include: (a) occupation associated with the construction of the Development; and (b) daytime occupation by workmen involved in the construction of the Development; and (c) the use of finished buildings for sales purposes for use as temporary offices or for show homes or for the storage of plant and materials or in relation to security operations

and the use in this Agreement of the terms **"Occupy"** or **"Occupied"** or **"Occupancy"** shall be construed accordingly;

**"Plan"**

means the drawing numbered 1797 001 dated March 2022 (and titled 'Site Block and Location Plan'), a copy of which drawing is attached to this Agreement;

**"Planning Application"**

means the planning application to which the Council has applied the reference **220747** seeking FULL planning permission to: (a) demolish the existing car showroom buildings; and (b) construct two residential apartment buildings (with block 1 comprising forty-five (45) x 1 and 2 bedroom residential apartments; and



block 2 comprising ten (10) x 1 and 2 bedroom residential apartments); and (c) provide associated access, basement and above ground parking, landscaping and communal roof terrace;

**"Planning Permission"** means the planning permission granted in pursuance of the Planning Application subject to conditions;

**"Previous Agreement"** means the agreement entered into on 24 November 2021 pursuant to Section 106 of the 1990 Act between (1) the Council (2) the Owner and (3) the Bank;

**"Seven Day LIBID Rate"** means an assessment of the rate of interest the Council can expect to earn on investments through the money market, the rate used being the average interest rate at which banks are willing to borrow eurocurrency deposits or such other rate as the Council considers appropriate;

**"Site"** means the land on the east side of Military Road, Colchester (the former Lookers garage) and which land is shown edged red on the Plan;

**"Working Days"** means any day(s) upon which banks in the City of London are open to the general public.

**1.2 In this Agreement:**

**1.2.1** the clause or Schedule headings do not affect its interpretation;

**1.2.2** unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a part or paragraph are to a part or paragraph of that Schedule;

**1.2.3** references to any statute or statutory provision include references to:

**1.2.3.1** all Acts of Parliament and all other legislation having legal effect in England as enacted at the date of this Agreement as



directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;

1.2.4 references to the Site include any part of it;

1.2.5 references in this Agreement to the Owner and the Bank include the respective successors in title of the Owner and the Bank and references to the Council include any successor local planning authority exercising planning powers under the 1990 Act;

1.2.6 "including" means "including, without limitation";

1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 words importing the singular meaning where the context so admits shall include the plural meaning and vice versa;

1.2.9 words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner;

1.2.10 words denoting an obligation on a party to do any act matter or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to cause permit or allow infringement of the restriction;

1.3 The Parties do not intend that any of the terms of this Agreement will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **2. EFFECT OF THIS AGREEMENT**

2.1 This Agreement is a Deed and is made pursuant to the provisions of Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act, the covenants contained in the Schedules to this Agreement are planning



obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council.

- 2.2 To the extent that any of the covenants contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site or otherwise.
- 2.4 The covenants in this Agreement will not be enforceable against: (a) any lessee or occupier of any Dwelling or their mortgagee or chargee or any person deriving title from them; or (b) a statutory undertaker after the transfer of statutory apparatus (and any land upon or in which the statutory apparatus is situated) by the Owner to that statutory undertaker.
- 2.5 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.

### **3. COMMENCEMENT DATE**

- 3.1 This Agreement is effective from the date of this Agreement but any covenants that require compliance on or after the Commencement Date shall only take effect from the Commencement Date.
- 3.2 For the purposes of this Agreement only the Commencement Date and Commencement of Development will not be triggered by any of the following operations:
  - 3.2.1 archaeological or site investigations or surveys;
  - 3.2.2 site or soil surveys or site decontamination;
  - 3.2.3 the clearance of the Site including any works of demolition;
  - 3.2.4 works connected with groundworks;
  - 3.2.5 works for the provision of drainage or mains services to prepare the Site for development;

- 3.2.6 erection of fencing or boarding;
- 3.2.7 erection of boards advertising the Development (including the erection of advertising hoardings);
- 3.2.8 the construction of a temporary site compound or temporary marketing suite that does not form a structure or part of a structure that will become a Dwelling after its use as a temporary marketing suite; and

#### **4. OBLIGATIONS OF THE PARTIES**

- 4.1 The Owner so as to bind the Site hereby covenants with the Council to comply with the obligations set out in the Schedules to this Agreement.
- 4.2 The Owner covenants with the Council to provide the Council with: (a) Notice A not less than twenty (20) days before the Commencement Date; and (b) Notice B not more than five (5) Working Days after the Commencement Date.
- 4.3 The Owner covenants with the Council to provide the Council with Notice C not more than five (5) Working Days after the first of the Dwellings on the Site has been Occupied.
- 4.4 The Council covenants with the Owner to comply with its obligations set out in this Agreement and in the Schedules to this Agreement.
- 4.5 The Council covenants with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Agreement. In particular, where any agreement, approval, authorisation, consent or other similar affirmation is required from the Council under the terms of the Agreement, the Council will not unreasonably withhold or delay such agreement, approval, authorisation, consent or other similar affirmation PROVIDED ALWAYS that such agreement, approval, authorisation, consent or other similar affirmation may only be given in writing and only prior to the act or event to which it applies (unless otherwise agreed by the Council).
- 4.6 Any covenant by the Owner not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.

- 4.7 Any obligation that prohibits the Owner from allowing or limiting Occupation of the Site until certain events occur shall also be an obligation on the Owner to positively carry out those certain events by no later than the number of Occupations set out therein unless the context otherwise requires.
- 4.8 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their interest in the Site or the part of the Site in respect of which such breach occurs but they will remain liable for any breaches of this Agreement occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this Clause 4.8.
- 4.9 No compensation shall be payable by the Council to any party to this Agreement or their successors in title and assigns arising from the terms of this Agreement and unless specified otherwise in this Agreement all works and activities to be executed hereunder (including such as are of a preparatory ancillary or maintenance nature) are (save where expressly provided otherwise) to be at the sole expense of the Owner and at no cost to the Council.
- 4.10 Representatives of the Council may enter upon the Site (but not any Dwelling that is Occupied) at any reasonable time upon reasonable written notice (and immediately in the event of an emergency) to ascertain whether the terms of this Agreement and of the Planning Permission are or have been complied with subject to complying with all health and safety and security requirements required by the Owner.
- 4.11 Any agreement, covenant or obligation contained herein by any of the Parties which comprise more than one person or entity shall be joint and several and where any agreement, covenant or obligation is made with or undertaken towards more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 4.12 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the Parties shall amend that provision in such reasonable manner as achieves the intention of this Agreement without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of this Agreement.

- 4.13 No variation to this Agreement shall be effective unless made by deed and for the avoidance of doubt the consent seal signature execution or approval of the owner, lessee or occupier of any Dwelling or their mortgagee or chargee or any person deriving title from them shall not be required to vary any part of this Agreement.
- 4.14 The failure by any party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 4.15 If at any time Value Added Tax ("VAT") is or becomes chargeable in respect of any supply made in accordance with the provisions of this Agreement then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.
- 4.16 This Agreement shall be enforceable as a local land charge and shall be registered immediately by the Council as such and the Council covenants with the Owner that it will note on the local land charges register when compliance with all of the said obligations has occurred.
- 4.17 That in the event that the Owner fails to serve any of the notices that they are required by the provisions of this Agreement to serve then the Council shall be entitled to full payment of the Contributions at any time following them becoming aware that an event or a level of Occupancy of Dwellings has occurred that would trigger the payment of a Contribution and the time period for the return of a Contribution shall be extended accordingly.
- 4.18 If requested by either the Owner and or the Bank in writing the Council shall within 20 working days of receipt of such request to remove the Previous Agreement from the local land charges register and provide evidence to the Owner and the Bank in written form of that removal PROVIDED THAT: (a) this request cannot be made before Commencement of Development has occurred pursuant to the Planning Permission (i.e. the planning permission 220747); and (b) in the event that the Owner or the Bank develops the Site at any time pursuant to the planning permission associated with the Previous Agreement (i.e. the planning permission 201882) then the Previous Agreement shall be restored in its entirety and will: (i) apply to the Site; and (ii) be restored to the local land charges register.

**5. TERMINATION OF THIS AGREEMENT**

- 5.1 This Agreement will come to an end if: (a) the Planning Permission is quashed, revoked or otherwise withdrawn or otherwise modified without the consent of the Owner before the Commencement Date so as to render this Agreement or any part of it irrelevant, impractical or unviable; or (b) the Planning Permission expires.
- 5.2 Where the Agreement comes to an end under Clause 5.1 above the Council shall, on the written request of the Owner, vacate or cancel the entry made in the local land charges register in relation to this Agreement or otherwise to record the fact that it has come to an end and no longer affects the Site.

**6. NOTICES**

- 6.1 Any notice, demand or any other communication served under this Agreement will be effective only if delivered by electronic mail, by hand or sent by first class post, pre-paid or recorded delivery and is to be sent to the following address (or to such other address as one party may notify in writing to the others at any time as its address for service):
- 6.1.1 for the Owner at 51 Parkstone Avenue, Hornchurch, Essex, RM11 3LN and marked for the attention of Krishan Parkash;
- 6.1.2 for the Council as set out above and all notices shall: (a) be marked to the attention of the Head of Development Management; and (b) quote the planning application reference 220747;
- 6.1.3 for the Bank as set out above and marked for the attention of Paul Scarlett.
- 6.2 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:
- 6.2.1 If delivered by hand, at the time of delivery;
- 6.2.2 If sent by post, on the second Working Day after posting; or
- 6.2.3 If sent by recorded delivery, at the time delivery was signed for.
- 6.3 If a notice, demand or any other communication is served after 4.00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

- 6.4 Otherwise than in relation to individual purchasers of Dwellings the Owner shall give to the Council within one month of the Owner disposing of any part of the Site written notice of the name and address of the person or persons to whom the Site or part thereof has been transferred.

**7. COSTS OF THIS AGREEMENT**

- 7.1 Upon completion of this Agreement the Owner covenants to pay to the Council:
- 7.1.1 its reasonable and proper legal costs in a sum not to exceed FIVE THOUSAND FIVE HUNDRED POUNDS (£5,500.00) (no VAT) in connection with the preparation, negotiation and completion of this Agreement.
- 7.1.2 a contribution of EIGHT HUNDRED POUNDS (£800.00) (no VAT) towards the Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Agreement.

**8. DETERMINATION OF DISPUTES**

- 8.1 Subject to Clause 8.7 herein, if any dispute arises relating to or arising out of the terms of this Agreement, either party may give to the other written notice requiring the dispute to be determined under this Clause 8. The notice is to propose an appropriate Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.
- 8.2 For the purposes of this Clause 8 a "Specialist" is a person qualified to act as an expert in relation to the dispute having not less than ten years' professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.
- 8.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute) who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 8.4.

- 8.4 Any dispute over the Identity of the Specialist is to be referred at the request of either party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the Identity of the organisation, then the Specialist is to be nominated by the President for the time being of the Chartered Institute of Arbitrators (or other appropriate President of a professional institute with expertise in the relevant discipline as agreed between the parties in dispute).
- 8.5 The Specialist is to act as an independent expert and:
- 8.5.1 each party may make written representations within ten (10) Working Days of his appointment and will copy the written representations to the other party;
  - 8.5.2 each party is to have a further ten (10) Working Days to make written comments on the other's representations and will copy the written comments to the other party;
  - 8.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
  - 8.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross examine each other;
  - 8.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
  - 8.5.6 the Specialist is to use all reasonable endeavours to publish his decision within thirty (30) Working Days of his appointment.
- 8.6 Responsibility for the costs of referring a dispute to a Specialist under this Clause 8, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.



- 8.7 This Clause 8 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the courts of England.

9. **COMMUNITY INFRASTRUCTURE LEVY**

- 9.1 In the event that the Council adopts a charging schedule for the purposes of the Community Infrastructure Levy Regulations 2010 and such charging schedule take effect prior to the date of Planning Permission (or following the grant of Planning Permission a planning permission is granted pursuant to Section 73 of the 1990 Act) the obligations contained in this Agreement which relate to Infrastructure covered by the charging schedule shall cease and no longer be of any effect where Community Infrastructure Levy is paid in relation to that Infrastructure.

10. **JURISDICTION**

- 10.1 This Agreement is to be governed by and interpreted in accordance with the law of England; and the courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.

11. **SECTION 73**

- 11.1 In the event that any new planning permission is granted by the Council (or granted on appeal) pursuant to Section 73 of the 1990 Act and unless otherwise agreed between the parties:
- 11.1.1 the obligations in this Agreement shall relate to and bind any subsequent planning permission in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself; and
  - 11.1.2 the definitions of Development, Planning Application and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission granted thereunder and the development permitted by such subsequent planning permission; and
  - 11.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

*"The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced ..... has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)"*

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application under Section 73 of the 1990 Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new agreement/deed or supplemental agreement/deed pursuant to Section 106 or Section 106A of the 1990 Act.

**12. BANK'S CONSENT**

- 12.1 The Bank hereby confirms that it consents to the Owner binding the Site by the giving of the covenants herein and acknowledges that in the event that it takes possession of all or any part thereof of the Site (pursuant to the charge referred to in recital C herein, or otherwise) then the Bank or anyone to whom they pass the Site shall be required to perform and/or observe the covenants herein PROVIDED THAT for the avoidance of any doubt the Bank shall have no liability or responsibility for the performance and/or observation of the covenants herein unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

**13. EXECUTION**

- 13.1 IN WITNESS whereof the Parties hereto have executed this Agreement as a Deed on the day and year first before written.

## **SCHEDULE 1**

### **AFFORDABLE HOUSING**

1. In this Schedule 1 unless the context requires otherwise the following words and expressions shall have the following meanings:

**"Affordable Housing Construction Standard"** means the construction standard to be applied to the Affordable Housing Dwellings, and which construction standard shall be either Category M4(2) or Category M4(3)(2)(a) or Category M4(3)(2)(b) as appropriate and as set out within the Affordable Housing Plan;

**"Affordable Housing Dwellings"** means the Affordable Rented Dwellings and the Shared Ownership Dwellings, and the use in this Schedule 1 of the term **"Affordable Housing Dwelling"** shall be construed accordingly;

**"Affordable Rented Dwellings"** means the thirteen (13) Dwellings to be used exclusively for the purposes of Affordable Rented Housing, subject to the terms of this Schedule 1, and the use in this Schedule 1 of the term **"Affordable Rented Dwelling"** shall be construed accordingly;

**"Affordable Rented Housing"** means housing that is: (a) let at a rent that is at least twenty percent (20%) below the local market rent for similar housing in the same location; and (b) owned and managed by an Approved Body; and (c) let to Persons in Housing Need;

**"Affordable Housing Plan"** means a plan that shows: (a) the precise location of the Affordable Housing Dwellings within the Development; and (b) the tenure of the Affordable Housing Dwellings; and (c) the

size of each of the Affordable Housing Dwellings by reference to the number of bedrooms within each Affordable Housing Dwelling; and (d) the Affordable Housing Construction Standard to be applied to each of the Affordable Housing Dwellings

and which plan may be varied from time to time as agreed between the Owner and the Council;

**"Approved Body"**

means any registered provider of social housing as defined in Section 80 of the Housing and Regeneration Act 2008 or such other body which is:

(a) approved by the Council; and

(b) regulated by Homes England;

**"Building Regulations"**

means the Building Regulations 2010, as amended (the latest amendment being in June 2022);

**"Category M4(2)"**

means category M4(2) of the Building Regulations;

**"Category M4(3)(2)(a)"**

means category M4(3)(2)(a) of the Building Regulations;

**"Category M4(3)(2)(b)"**

means category M4(3)(2)(b) of the Building Regulations;

**"Chargee"**

means any mortgagee or chargee or any manager or receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such

mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a Housing Administrator (each a "Receiver") of the whole or any part of the Affordable Housing Dwellings that have been transferred to an Approved Body or any persons or bodies deriving title through such mortgagee or chargee or Receiver;

**"Homes England"**

means the public body set up to fund and regulate the provision of Affordable Housing (as described in Annex 2 (Glossary) of the NPPF) in England and any successor body;

**"Housing Administrator"**

has the meaning ascribed to it in Section 101 of the Housing and Planning Act 2016;

**"Housing Needs Register"**

means the register maintained by the Council or its nominee for Persons in Housing Need;

**"Market Dwellings"**

means all of the Dwellings that are not Affordable Housing Dwellings;

**"Nominations Agreement"**

means an agreement entered into by the Council and the Approved Body to regulate the letting of the Affordable Rented Dwellings;

**"Persons in Housing Need"**

means a person or persons registered on the Council's Housing Needs Register and the use in this Agreement of the term "Person in Housing Need" shall be construed accordingly;

**"Protected Tenant"**

means any tenant who has:  
(a) exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 Act or any statutory provision for the time being in force (or

any equivalent contractual right) in respect of a particular Affordable Rented Dwelling; or  
(b) exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Rented Dwelling; or  
(c) exercised a contractual right to acquire a one hundred percent (100%) interest in the lease of a Shared Ownership Dwelling  
and for the avoidance of any doubt the term **"Protected Tenants"** shall include successors in title to the tenant referred to above;

**"Regulator of Social Housing"** means the public body set up to fund and regulate the provision of Affordable Housing (as defined in the NPPF) in England and any successor body;

**"Shared Ownership Dwellings"** means the three (3) Dwellings to be used exclusively for the purposes of Shared Ownership Housing, subject to the terms of this Schedule 1, and the use in this Schedule 1 of the term **"Shared Ownership Dwelling"** shall be construed accordingly;

**"Shared Ownership Housing"** means housing let on a Shared Ownership Lease to a household for which the household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time being in force in accordance with terms in the Regulator of Social Housing capital funding guide;

**"Shared Ownership Lease"** means a lease of over 125 years substantially in the form of the Regulator of Social Housing model lease from time to time where:

- (a) an Initial purchase shall range from 25% to 75% of the equity dependent

on the ability of the lessee to obtain finance; and

(b) there is the ability for the lessee to acquire increased levels of equity (up to 100%) in the Shared Ownership Dwelling at some time in the future; and

(c) capital receipts received from increased equity acquisitions (referred to in '(b)' above) is to be retained by the Approved Body and the Approved Body shall use reasonable endeavours to re-invest such capital receipts in Affordable Housing (as defined in the NPPF) within the borough of Colchester subject to any contrary requirements within the Regulator of Social Housing capital funding guide.

### **Part One**

2. The Owner hereby covenants with the Council, as follows:

2.1 That at least one (1) of the Affordable Housing Dwellings shall be constructed to Category M4(3)(2)(a) or Category M4(3)(2)(b) standards and the remainder of the Affordable Housing Dwellings shall be constructed to Category M4(2) standard.

2.2 Not to Commence the Development unless and until the Affordable Housing Plan has been submitted to the Council for approval and the Council has approved the Affordable Housing Plan in writing.

2.3 To provide the Affordable Housing Dwellings entirely in accordance with the approved Affordable Housing Plan.



- 2.4 Not to Occupy (or allow, cause or permit the Occupation of) any more than twenty (20) of the Market Dwellings unless and until at least eight (8) of the Affordable Housing Dwellings have been:**
- 2.4.1 constructed and are capable of being Occupied for their intended purpose; and**
- 2.4.2 transferred to the Approved Body and for the purposes of this Schedule 1 only the expression "transferred" shall mean a transfer of the freehold interest or leasehold interest that comprises the relevant Affordable Housing Dwellings or an agreement for sale or lease agreed with the Approved Body that has been unconditionally released for completion by the Owner (as appropriate) Provided Always that any transfer of the relevant Affordable Housing Dwellings to the Approved Body shall include the provisions contained in paragraphs A and B at Part Two of this Schedule 1.**
- 2.5 Not to Occupy (or allow, cause or permit the Occupation of) any more than thirty (30) of the Market Dwellings unless and until all of the Affordable Housing Dwellings have been:**
- 2.5.1 constructed and are capable of being Occupied for their intended purpose; and**
- 2.5.2 transferred to the Approved Body and for the purposes of this Schedule 1 only the expression "transferred" shall mean a transfer of the freehold interest or leasehold interest that comprises the relevant Affordable Housing Dwellings or an agreement for sale or lease agreed with the Approved Body that has been unconditionally released for completion by the Owner (as appropriate) Provided Always that any transfer of the relevant Affordable Housing Dwellings to the Approved Body shall include the provisions contained in paragraphs A and B at Part Two of this Schedule 1.**
- 2.6. Not to Occupy (or allow, cause or permit the Occupation of) any of the Affordable Housing Dwellings unless and until:**
- 2.6.1 the Approved Body has entered into a Nominations Agreement with the Council in respect of those Affordable Housing Dwellings; and**
- 2.6.2 the Council has been provided with the postal addresses (including postcodes) of all of the Affordable Housing Dwellings.**

2.7 Subject always to paragraph 2.8 of this Schedule 1 the Affordable Rented Dwellings transferred to the Approved Body shall be Occupied for no purpose other than as Affordable Rented Housing and the Shared Ownership Dwellings shall be Occupied for no purpose other than as Shared Ownership Housing.

2.8. It is Hereby Agreed and Declared:

2.8.1 the obligations and restrictions contained in this Schedule 1 shall not bind:

2.8.1.1 a Protected Tenant and their mortgagees and/or chargees and any receiver appointed by such mortgagees and/or chargees;

2.8.1.2 any person or body deriving title through or from a Protected Tenant (including any sub-tenant lender chargee or mortgagee);

2.8.1.3 a Chargee of the Approved Body with a charge over the whole or part of the Affordable Housing Dwellings PROVIDED THAT the Chargee has first provided the Council with notice in writing that they intend to dispose of the Affordable Housing Dwelling (or Affordable Housing Dwellings) and have given the Council at least twelve (12) weeks from the date of that notice to put forward a proposal to purchase the Affordable Housing Dwelling (or Affordable Housing Dwellings) at a fair price which at least covers the financial extent of the Chargee's charge, interest, costs and expenses AND if such disposal has not taken place within twelve (12) weeks from the date of that notice the Chargee shall be entitled to dispose of the Affordable Housing Dwellings free from the obligations in Schedule 2.

## **Part Two**

A. The transfer of the Affordable Housing Dwellings to the Approved Body shall be with vacant possession.

B. The transfer deed shall contain:

1. a grant by the Owner of all rights of access and passage of services and all other rights reasonably necessary for the beneficial use and enjoyment of the Affordable Housing Dwellings;

2. a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development; and
3. such other covenants and reservations as the Owner may reasonably require including but not limited to the maintenance of the Development once it is completed and the preservation of the appearance thereof.

## **SCHEDULE 2**

### **ARCHAEOLOGY AND ECOLOGICAL MITIGATION**

1. In this Schedule 2 the following words and expressions shall have the following meanings:

**"Archaeological Contribution"** means the sum of Fifteen Thousand One Hundred and Fifty Three Pounds (£15,153.00), and which sum shall be Index Linked;

**"Archaeological Contribution Purposes"** means the use of the Archaeological Contribution for purposes associated exclusively with archaeology at the Site including the display of any artefacts or items found within the Site and the placing of any interpretation boards in or around the Site and the enhancement of the Colchester Historic Environment Record;

**"Natura 2000"** has the meaning ascribed to it in section 3(1) of the Conservation and Habitats and Species Regulations 2017;

**"RAMS"** means a recreation avoidance and mitigation strategy in relation to Essex Coast Natura 2000 Designations (in particular Hamford Water SAC/SPA/RAMSAR; Colne Estuary SPA/RAMSAR; Stour and Orwell Estuaries SPA/RAMSAR; Blackwater Estuary SPA/RAMSAR; Dengie SPA/RAMSAR and Essex Estuaries SAC);

**"RAMS Contribution"** means the sum of Seven Thousand Five Hundred and Seventy Four Pounds and Five Pence (£7,574.05), and which sum shall be Index Linked;

**"RAMS Contribution  
Purposes"**

means the use of the RAMS Contribution towards the funding of strategic "off-site" measures identified by the Council's adopted RAMS to mitigate any increased use as a result of the Development at Essex Coast Natura 2000 Designations (In particular Hamford Water SAC/SPA/RAMSAR; Colne Estuary SPA/RAMSAR; Stour and Orwell Estuaries SPA/RAMSAR; Blackwater Estuary SPA/RAMSAR; Dengie SPA/RAMSAR and Essex Estuaries SAC).

2. The Owner hereby covenants with the Council, as follows:
  - 2.1 Not to Commence the Development unless and until the Archaeological Contribution and the RAMS Contribution have been paid to the Council.
  - 2.2 To pay the Archaeological Contribution and the RAMS Contribution to the Council before Commencement of Development.
3. The Council hereby covenants with the Owner, as follows:
  - 3.1 To provide a written form of receipt for payment of the Archaeological Contribution and the RAMS Contribution pursuant to this Schedule 2.
  - 3.2 To place the Archaeological Contribution when received into an Interest-bearing account with a clearing bank and to use the Archaeological Contribution exclusively towards the Archaeological Contribution Purposes.
  - 3.3 That upon receipt of a written request to do so the Council shall provide the Owner with a statement confirming how the Archaeological Contribution has in whole or in part been spent PROVIDED THAT the Council shall only be obliged to provide one statement in each calendar year.
  - 3.4 That upon receipt of a request in writing to do so (such request to be received by the Council no sooner than the fifth (5th) anniversary of the date that the first of the Dwellings is Occupied) to return to the party who paid the Archaeological Contribution any unexpended part of the Archaeological Contribution together with interest accrued PROVIDED THAT this paragraph 3.4 is subject to the provisions of paragraph 3.6 of this Schedule 2.

- 3.5 Where at the fifth (5th) anniversary of the date that the first of the Dwellings is Occupied a legally binding contract has been entered into by the Council in respect of the Archaeological Contribution Purposes the Council shall be entitled to utilise the Archaeological Contribution to make payment under such a contract PROVIDED THAT this paragraph 3.5 is subject to paragraph 3.6 of this Schedule 2.
- 3.6 That in the event that no artefacts or evidence or items of archaeological interest are found anywhere within the Site before or during construction of the Development then the Council will return to the person who paid the Archaeological Contribution to the Council all but three hundred and forty eight pounds (£348.00) of the Archaeological Contribution (along with accrued interest) and the Council further covenants to use the three hundred and forty eight pounds (£348.00) exclusively towards updating the Council's Historic Environment Record (HER) to record that no artefacts or evidence or items of archaeological interest were found within the Site.
- 3.7 To place the RAMS Contribution when received into an interest-bearing account with a clearing bank and to use the RAMS Contribution exclusively towards the RAMS Contribution Purposes.
- 3.8 That upon receipt of a request in writing to do so (such request to be received by the Council no sooner than the fifth (5th) anniversary of the date that the first of the Dwellings is Occupied) to return to the party who paid the RAMS Contribution any unexpended part of the RAMS Contribution together with interest accrued.
- 3.9 Where at the fifth (5th) anniversary of the date that the first of the Dwellings is Occupied a legally binding contract has been entered into by the Council in respect of the RAMS Contribution Purposes the Council shall be entitled to utilise the RAMS Contribution to make payment under such a contract.
- 3.10 That upon receipt of a written request to do so the Council shall provide the Owner with a statement confirming how the RAMS Contribution has in whole or in part been spent PROVIDED THAT the Council shall only be obliged to provide one statement in each calendar year.

### **SCHEDULE 3**

#### **CCTV & TRANSPORT**

1. In this Schedule 3 the following words and expressions shall have the following meanings:

**"CCTV Contribution"** means the sum of Twenty Thousand Pounds (£20,000.00), and which sum shall be Index Linked;

**"CCTV Contribution Purposes"** means the use of the CCTV Contribution towards the installation of CCTV cameras close to the Site to ensure that full CCTV coverage and monitoring is in place between the former Garrison Church in Military Road and the Winnock Alms Houses which are also located in Military Road;

**"Transport Contribution"** means the sum of Thirty Thousand Pounds (£30,000.00), and which sum shall be Index Linked;

**"Transport Contribution Purposes"** means: (a) the use of part of the Transport Contribution (£20,000) towards a car club that will provide electric cars for use by club members and the management of that car club; and (b) the use of the remainder of the Transport Contribution (£10,000) towards supporting/expanding a local active shared transport hub giving residents access to shared ebikes/ecargo.

2. The Owner hereby covenants with the Council, as follows:

- 2.1 Not to Occupy (or allow, cause or permit the Occupation of) any of the Dwellings unless and until the CCTV Contribution and the Transport Contribution have been paid to the Council.



- 2.2 To pay the CCTV Contribution and the Transport Contribution to the Council before any of the Dwellings are Occupied.
3. The Council hereby covenants with the Owner, as follows:
- 3.1 To provide a written form of receipt for payment of the CCTV Contribution and the Transport Contribution.
- 3.2 To place the CCTV Contribution into an interest-bearing account with a clearing bank and to apply the CCTV Contribution exclusively towards the CCTV Contribution Purposes.
- 3.3 That upon receipt of a request in writing to do so (such request to be received by the Council no sooner than the fifth (5th) anniversary of the date that the first of the Dwellings was Occupied) to: (a) provide the Owner with a statement confirming whether the CCTV Contribution has been spent and if the CCTV Contribution has been spent in whole or in part then the statement shall provide details on how the money has been spent; and (b) return to the Owner any unexpended part of the CCTV Contribution together with interest accrued calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid.
- 3.4 Where at the fifth (5th) anniversary of the date that the first of the Dwellings was Occupied a legally binding contract has been entered into by the Council in respect of the CCTV Contribution Purposes the Council shall be entitled to utilise the CCTV Contribution to make payment under such a contract.
- 3.5 To place the Transport Contribution into an interest-bearing account with a clearing bank and to apply the Transport Contribution exclusively towards the Transport Contribution Purposes.
- 3.6 That upon receipt of a request in writing to do so (such request to be received by the Council no sooner than the fifth (5th) anniversary of the date that the first of the Dwellings was Occupied) to: (a) provide the Owner with a statement confirming whether the Transport Contribution has been spent and if the Transport Contribution has been spent in whole or in part then the statement shall provide details on how the money has been spent; and (b) return to the Owner any unexpended part of the Transport Contribution together with interest accrued calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid.

- 3.7 Where at the fifth (5th) anniversary of the date that the first of the Dwellings was Occupied a legally binding contract has been entered into by the Council in respect of the Transport Contribution Purposes the Council shall be entitled to utilise the Transport Contribution to make payment under such a contract.

## **SCHEDULE 4**

### **COMMUNITY FACILITIES**

1. In this Schedule 4 unless the context requires otherwise the following words and expressions shall have the following meanings:

<b>"Community Facilities Contribution"</b>	means the sum of Sixty Nine Thousand Seven Hundred and Sixty Eight Pounds and Eighty Five Pence (£69,768.85), and which sum shall be Index Linked;
<b>"Community Facilities Contribution Purposes"</b>	means the use of the Community Facilities Contribution towards the St Stephens Church Projects and/or the Wimpole Road Church Projects;
<b>"St Stephens Church"</b>	means St Stephens Church, Canterbury Road, Colchester, CO2 7RY;
<b>"St Stephens Church Projects"</b>	means projects to the St Stephens Church to include: (a) Insulating the church walls and roof; and/or (b) Improving the heating of the building; and/or (c) making the building more energy efficient and sustainable for the future, along with a better sound system and upgrading the foyer; and/or (d) any improvements necessary to increase accessibility of the hireable space to community groups and clubs for activities such as summer holiday clubs and pre-school sessions;
<b>"Wimpole Road Church"</b>	means the Wimpole Road Methodist Church (a substantial Gothic style church erected in 1904), 47 Wimpole Road, Colchester, CO1 2DL.

**"Wimpole Road Church  
Projects"**

means projects to the Wimpole Road Church to include: (a) the provision of an increased offering of services at the church; and/or (b) increase/improve the accessibility to the church; and/or (c) the carrying out of works for general improvements to the church.

2. The Owner hereby covenants with the Council, as follows:
  - 2.1 Not to Occupy (or allow, cause or permit the Occupation of) any of the Dwellings unless and until the Community Facilities Contribution has been paid to the Council;
  - 2.2 To pay the Community Facilities Contribution to the Council before any of the Dwellings are Occupied;
3. The Council hereby covenants with the Owner, as follows:
  - 3.1 To provide a written form of receipt for payment of the Community Facilities Contribution;
  - 3.2 To place the Community Facilities Contribution into an interest-bearing account with a clearing bank and to apply the Community Facilities Contribution exclusively towards the Community Facilities Contribution Purposes;
  - 3.3 That upon receipt of a request in writing to do so (such request to be received by the Council no sooner than the fifth (5th) anniversary of the date that the first of the Dwellings was Occupied) to: (a) provide the Owner with a statement confirming whether the Community Facilities Contribution has been spent and if the Community Facilities Contribution has been spent in whole or in part then the statement shall provide details on how the money has been spent; and (b) return to the Owner any unexpended part of the Community Facilities Contribution together with interest accrued calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid;
  - 3.4 Where at the fifth (5th) anniversary of the date of first Occupation a legally binding contract has been entered into by the Council in respect of the Community Facilities Contribution Purposes the Council shall be entitled to utilise the Community Facilities Contribution to make payment under such a contract;

## **SCHEDULE 5**

### **HEALTHCARE**

1. In this Schedule 5 unless the context requires otherwise the following words and expressions shall have the following meanings:

**"Healthcare Contribution"** means the sum of Thirty Five Thousand Three Hundred Pounds (£35,300.00), and which sum shall be Index Linked;

**"Healthcare Contribution Purposes"** means the use of the Healthcare Contribution towards the provision of additional primary healthcare services at the Wimpole Road Surgery (part of the Colchester Medical Practice), 52 Wimpole Road, Colchester, CO1 2DL;

**"NHS England"** means the national commissioning authority for health services in England (or its successor body from time to time).

2. The Owner hereby covenants with the Council, as follows:
- 2.1 Not to Commence the Development unless and until the Healthcare Contribution has been paid to the Council.
- 2.2 To pay the Healthcare Contribution to the Council before Commencement of Development.
3. The Council hereby covenants with the Owner, as follows:
- 3.1 To provide a written form of receipt for payment of the Healthcare Contribution;
- 3.2 To pay the Healthcare Contribution to NHS England upon receipt of a document from NHS England confirming that they will:
- 3.2.1 apply the Healthcare Contribution exclusively towards the Healthcare Contribution Purposes;
- 3.2.2 provide full details of the expenditure of the Healthcare Contribution on demand to the Council or the Owner;

- 3.2.3 return any unspent part of the Healthcare Contribution together with interest accrued to the Council after the expiry of seven (7) years from the date of receipt by the Council of the Healthcare Contribution.
- 3.3 To keep an up-to-date record of all payments from the Healthcare Contribution transferred by the Council to NHS England;
- 3.4 Following receipt of a written request (such request not to be made prior to the expiration of seven (7) years from the date of receipt by the Council of the Healthcare Contribution) to repay to the party who paid the Healthcare Contribution any unspent monies of the Healthcare Contribution held by the Council or received by the Council pursuant to paragraph 3.2.3 of this Schedule 5 together with interest accrued within twenty (20) Working Days of receipt of the aforementioned written request;
- 3.5 In the event that the document in the form required by paragraph 3.2.3 of this Schedule 5 is not received following the expiry of seven (7) years from the date of receipt of the Healthcare Contribution by the Council then the Council's obligation to pay the Healthcare Contribution to NHS England shall cease absolutely and the Council shall refund to the party who paid the Healthcare Contribution the unexpended contribution within twenty (20) Working Days of receipt of a written request from the Owner to do so.
4. The Owner hereby acknowledges that the Council shall not be responsible for how the Healthcare Contribution is utilised or in the event that NHS England does not comply with paragraph 3.2.3 of this Schedule 5 for its return above once it has transferred the Healthcare Contribution to NHS England but without prejudice to the rights of the Owner to seek to enforce the obligations in paragraph 3.2 directly against NHS England and in which case the Council shall provide to the Owner such assistance as it reasonably can to enforce those obligations.

## **SCHEDULE 6**

### **PARKS & RECREATION**

1. In this Schedule 6 unless the context requires otherwise the following words and expressions shall have the following meanings:

**"Parks & Recreation Contribution"** means the sum of One Hundred and Fifty Nine Thousand Three Hundred and Thirty Three Pounds and Thirty Five Pence (£159,333.35), and which sum shall be Index Linked;

**"Parks & Recreation Contribution Purposes"** means:

(a) the use of sixty five percent (65%) of the Parks & Recreation Contribution towards improvements to the Old Heath Recreation Ground to include: (i) works to increase café usability to year-round (including the installation of a conservatory and extension/alterations to the main building; and (ii) installation of a kids cycle track; and (iii) Installation of flood lights at the all-weather Multi Use Games Area; and

(b) the use of thirty five percent (35%) of the Parks & Recreation Contribution towards Improvements at Leisure World (Cowdray Avenue, Colchester, CO1 1YH) associated with the installation of a new outdoor all-weather 3G sports pitch.

2. The Owner hereby covenants with the Council, as follows:
- 2.1 Not to Commence the Development unless and until the Parks & Recreation Contribution has been paid to the Council.

- 2.2 To pay the Parks & Recreation Contribution to the Council before Commencement of Development.
3. The Council hereby covenants with the Owner, as follows:
- 3.1 To provide a written form of receipt for payment of the Parks & Recreation Contribution;
- 3.2 To place the Parks & Recreation Contribution into an interest-bearing account with a clearing bank and to apply the Parks & Recreation Contribution exclusively towards the Parks & Recreation Contribution Purposes;
- 3.3 That upon receipt of a request in writing to do so (such request to be received by the Council no sooner than the fifth (5th) anniversary of the Commencement Date) to: (a) provide the Owner with a statement confirming whether the Parks & Recreation Contribution has been spent and if the Parks & Recreation Contribution has been spent in whole or in part then the statement shall provide details on how the money has been spent; and (b) return to the Owner any unexpended part of the Parks & Recreation Contribution together with interest accrued calculated at the Seven Day LIBID Rate from the date of payment until the date the unexpended part is actually repaid;
- 3.4 Where at the fifth (5th) anniversary of the Commencement Date a legally binding contract has been entered into by the Council in respect of the Parks & Recreation Contribution Purposes the Council shall be entitled to utilise the Parks & Recreation Contribution to make payment under such a contract.



The **COMMON SEAL** of  
**COLCHESTER BOROUGH COUNCIL**  
was affixed in the presence of:

)  
)  
)



Authorised Signatory

**EXECUTED as a DEED by**

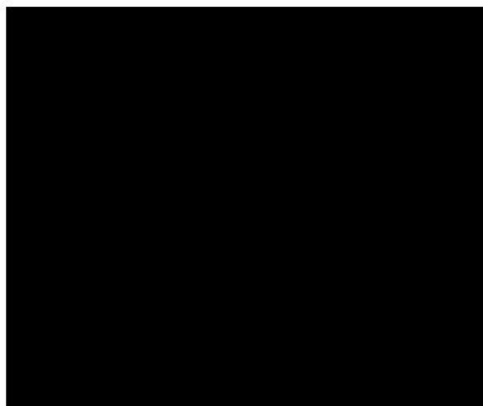
**Name:**

**Signature:**

**In the presence of:**

**WITNESS NAME:**

**SIGNATURE:**



**EXECUTED as a DEED by**  
**JKS DEVELOPMENTS LIMITED**

**Acting by:**

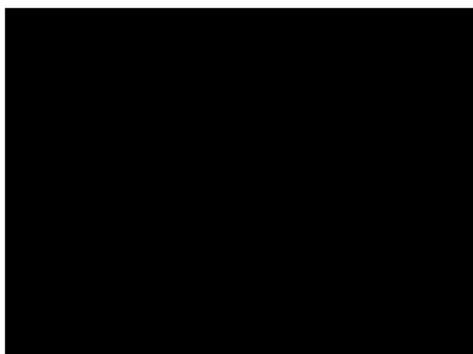
**Name:**

**Signature:**

**In the presence of:**

**WITNESS NAME:**

**SIGNATURE:**



BARCLAYS BANK PLC  
POWER OF ATTORNEY

1. By this POWER OF ATTORNEY made by deed on 08 March 2022 (the "Deed"), we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 01026167), whose registered office is situated at 1 Churchill Place, London E14 5HP (the "Company") APPOINTS:

All BA4 grade employees working within the Collateral Unit who are employed by Barclays Services Limited, a company incorporated in United Kingdom and registered in England (registered number 01767980), whose registered office is at 1 Churchill Place, London, E14 5HP (the "ServCo"), who are working in the Collateral Unit and who are of BA4 (*leadership and process expert*) Grade (or equivalent) or above jointly and severally as our true and lawful attorneys (each an "Attorney" together the "Attorneys") for and in our own name and on our behalf:

- (a) to sign and execute all forms of written documents, other than acceptances and endorsements of bills of exchange;
- (b) to accept and endorse bills of exchange jointly with some other person duly authorised by the Company for that purpose;
- (c) to sign, execute and deliver all deeds relating to the taking, maintaining, substituting, varying, novating and/or releasing of collateral including, without limitation, security documents, guarantees, bonds, deeds of easements and indemnities, deeds regulating the priority of mortgages, releases, discharges, notices of non-crystallisation, consents to lease, transfers of mortgages, re-conveyances and reassignments of real or personal property, mortgaged, charged or assigned by way of security to the Company; and/or
- (d) to make any declaration, statement, affidavit or proof of any debt due or claimed to be due to the Company in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature,

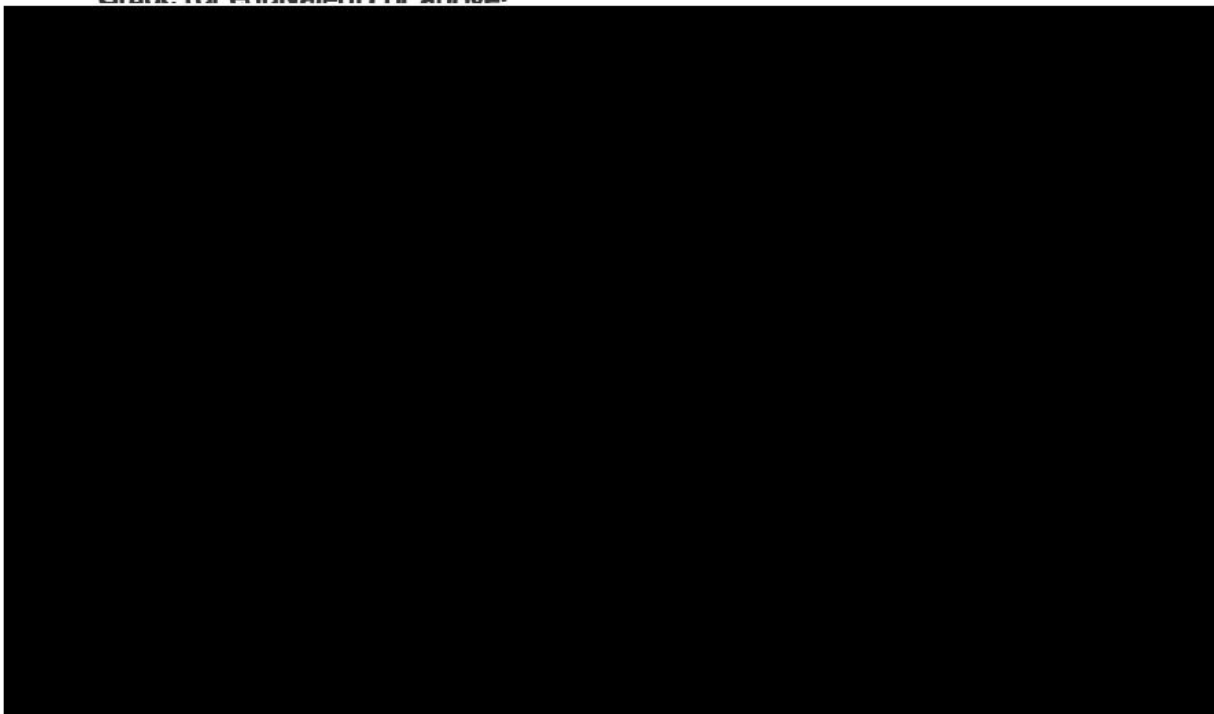
relating to work done in the ordinary course of business of Barclays' Collateral Operations Unit.

2. Any actions authorised by this Deed may be taken by any of the Attorneys and if so taken shall be valid as if done by all Attorneys.
3. By this Deed we ratify and confirm, and agree to ratify and confirm, any act of the Attorneys undertaken in good faith pursuant to this Deed.
4. This Deed shall be effective from and including 21 March 2022 (the "Effective Date") and shall remain in force until the earlier of: (i) the date which is 12 consecutive calendar months from the Effective Date; or (ii) with respect to the powers granted to an individual Attorney appointed under this Deed, the first date on which that Attorney ceases to be employed by a Barclays Group company.

**CERTIFICATE OF AUTHORITY TO THIRD PARTIES  
AUTHORISED SIGNATORIES OF BARCLAYS BANK PLC**

I certify that:

- (a) The individual's listed below are employees of Barclays Execution Services Limited are working in the Collateral Unit and are of BA4 (Leadership and Process Agent) Grade (or equivalent) or above.



**For Barclays Bank PLC**

