

DATED 3rd APRIL 2024

WOKINGHAM BOROUGH COUNCIL

- and -

LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED

- and -

MARINO FAMILY TRUST COMPANY LIMITED

- and -

BDW TRADING LIMITED

-and-

VIVID HOUSING LIMITED

DEED OF VARIATION OF SECTION 106
AGREEMENT

Pursuant to section 106A of the
Town and Country Planning Act 1990
Relating to Arborfield Garrison (Hogwood Farm), Wokingham

Wedlake Bell

71 Queen Victoria Street
London
EC4V 4AY

Ref: 024873.1039

THIS DEED is made the 3rd day of APRIL 2024

BETWEEN:

1. **WOKINGHAM BOROUGH COUNCIL** of Civic Offices, Shute End, Wokingham, Berkshire, RG40 1BN (the "**Council**");
2. **LEGAL & GENERAL HOMES COMMUNITES (ARBORFIELD) LIMITED** (company registration number SC013655) whose registered address is at One Coleman Street, London, EC2R 5AA (the "**First Owner**");
3. **MARINO FAMILY TRUST COMPANY LIMITED** (Co. Regn. No. 02289977) of Willow Wick Farm, Wick Hill Lane, Finchampstead, Wokingham RG40 3QH (the "**Second Owner**");
4. **BDW TRADING LIMITED** (company registration number 03018173) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville Leicestershire LE67 1UF (the "**Third Owner**"); and
5. **VIVID HOUSING LIMITED** (a registered society with number 7544) of Peninsular House Whard Road, Portsmouth, PO2 8HB (the "**Mortgagee**");

together referred to in this deed as the "Parties" the First Owner the Second Owner and the Third Owner shall be together referred to as the "Owners".

1. INTRODUCTION

- 1.1 For the purposes of the Town and Country Planning Act 1990 (the "1990 Act"), the Council is the local planning authority for the area within which the Application Site (as defined in the Original Agreement) is located and is the authority that is entitled to enforce the obligations contained in the Original Agreement.
- 1.2 The First Owner is the freehold owner of the Application Site as registered at the Land Registry under title number BK496482.
- 1.3 The Second Owner is the freehold owner of the Application Site as registered at the Land Registry under title numbers BK132059 and BK436385.
- 1.4 The Third Owner has purchased part of the Application Site pursuant to a Transfer dated 31 March 2022 from title number BK496482 (with proposed new title number BK521415) which is yet to be registered at the Land Registry.
- 1.5 The Mortgagee has the benefit of a registered charge dated 22 December 2021 over part of Application Site.
- 1.6 The Parties have agreed to enter into this Deed to secure the modification of certain obligations in the Original Agreement.

2. INTERPRETATION

- 2.1 Words and expressions defined in the Original Agreement will have the same meaning in this Deed unless the context otherwise requires.

- 2.2 In this Deed the following words and expressions shall unless the context otherwise permits or requires have the following meanings:

"Original Agreement" means an agreement dated 14 November 2018 pursuant to section 106 of the 1990 Act (and other enabling powers) relating to the Application Site entered into by (1) Marino Family Trust Company Limited (2) Simon Marino and Amber Marino (3) Alison Jayne Marino (4) Hazel Violette Marino (5) Legal & General Homes Communités (Arborfield) Limited and (6) Wokingham Borough Council)

3. CONSTRUCTION OF THIS DEED:

In this Deed unless the context indicates or requires otherwise:-

- 3.1 References in this Deed to Clauses, Paragraphs and Schedules are to Clauses, Paragraphs and Schedules in this Deed;
- 3.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;
- 3.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as being interchangeable in that manner;
- 3.4 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act for the time being in force and shall include all subordinate instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it;
- 3.5 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council or any other body the successors to its statutory functions;
- 3.6 The headings are for reference only and shall not affect the construction or interpretation of this Deed; and
- 3.7 Any covenant by the Owners not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person.

4. LEGAL EFFECT

- 4.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972, and all other enabling powers.
- 4.2 The Original Agreement (as varied by this Deed) creates planning obligations and is enforceable by the Council against the Owners and the Owners' successors in title to the Application Site.

5. COMMENCEMENT

This Deed shall come into effect on the date hereof.

6. VARIATION OF THE ORIGINAL AGREEMENT

Subject to clause 7 of this Deed the Parties agree that the Original Agreement shall be varied as set out in the Schedules to this Deed.

7. CONTINUATION OF THE TERMS OF THE ORIGINAL AGREEMENT

7.1 The Parties agree that with effect from the date hereof the Original Agreement shall be construed as having been amended by the terms of this Deed but otherwise the terms of the Original Agreement shall continue in full force and effect.

7.2 Where any obligation under the Original Agreement has been complied with, that obligation shall be deemed to have been complied with under the Original Agreement as varied by this Deed.

8. COSTS

The First Owner covenants with the Council to pay on or prior to completion of this Deed the Council's reasonable legal costs and disbursements in connection with this Deed.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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.

10. GOVERNING LAW AND JURISDICTION

This Deed shall be governed by and interpreted in accordance with the Law of England and Wales and the Parties submit to the jurisdiction of the courts of England and Wales.

11. LOCAL LAND CHARGE

Upon completion this Deed shall be registered as a local land charge by the Council.

12. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the First Owner with the Mortgagee's consent and that the Application Site shall be bound by the obligations contained within this Deed SAVE THAT the Mortgagee shall have no liability under this Deed unless it becomes a Mortgagee in possession in which case it will be bound by the obligations contained within this Deed and for the avoidance of doubt (save for any antecedent breach) the Mortgagee will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Application Site.

SCHEDULE 1

VARIATION TO THE ORIGINAL AGREEMENT

The Parties agree that on and from the date of this Deed the Original Agreement is varied as follows:

1. The definitions of Access and Movement Parameter Plan, Landscape and Open Spaces Parameter Plan and Land Use Parameter Plan in clause 1 of the Original Agreement shall be deleted and replaced by the following definitions:

Access and Movement Parameter Plan	means the plan titled Access and Movement Parameter Plan annexed to this Deed at Schedule 17 with reference CB_12_103_PARAMETER PLAN_002 Rev L
Landscape and Open Spaces Parameter Plan	means the plan titled Landscape and Open Spaces Parameter Plan annexed to this Deed at Schedule 17 with reference CB_12_103_PARAMETER PLAN_004 Rev M
Land Use Parameter Plan	means the plan titled Land Use Parameter Plan annexed to this Deed at Schedule 17 with reference CB_12_103_PARAMETER PLAN_001 Rev K

2. Schedule 12 of the Original Agreement shall be deleted and left blank.
3. Annex 3 of the Original Agreement shall be deleted and left blank.
4. Annex 4 of the Original Agreement shall be deleted and left blank.
5. A new Schedule 17 shall be inserted into the Original Agreement annexing the plans as appended to Schedule 2 of this Deed.

SCHEDULE 2

PLANS

List of plans:

1. Access and Movement Parameter Plan - CB_12_103_PARAMETER PLAN_002 Rev L
2. Landscape and Open Spaces Parameter Plan - CB_12_103_PARAMETER PLAN_004 Rev M
3. Land Use Parameter Plan - CB_12_103_PARAMETER PLAN_001 Rev K

Access and Movement Parameter Plan - CB_12_103_PARAMETER PLAN_002 Rev L

Landscape and Open Spaces Parameter Plan - CB_12_103_PARAMETER PLAN_004
Rev M

Designed by: Marina - Simon Marino

Designed by:
Jason Marino

—Dana Delgado (NY)

John Richards

1

1

1

Developed by:
Unid - Jacqueline Balthous

Developed by:
BNU - David Kundu

Developed by:
James Pucka

Author's address:

Abstract

LANDSCAPE & OPEN SPACE PLAN
HOGWOOD FARM, FINCHAMPSTEAD

KEY

REF	COLOR	ACRES (M ²)
SITE BOUNDARY	Red	271.182
OPEN SPACE (INCLUDING AMENITY GREEN SPACE & SANGS)	Green	52.118
OUTDOOR SPORTS	Yellow	73.985
	Orange	14.384

GREEN WAY

PUBLIC RIGHT OF WAY

SITE ACCESS

LINK TO ASSIGNED DRAINAGE CENTRE

AGS1

AGS2

AGS3

AGS4

AGS5

AGS6

AGS7

AGS8

AGS9

AGS10

AGS11

AGS12

AGS13

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The Leas

LANDSCAPE & OPEN SPACE
HOGWOOD FARM, FINCHAMPSTEAD

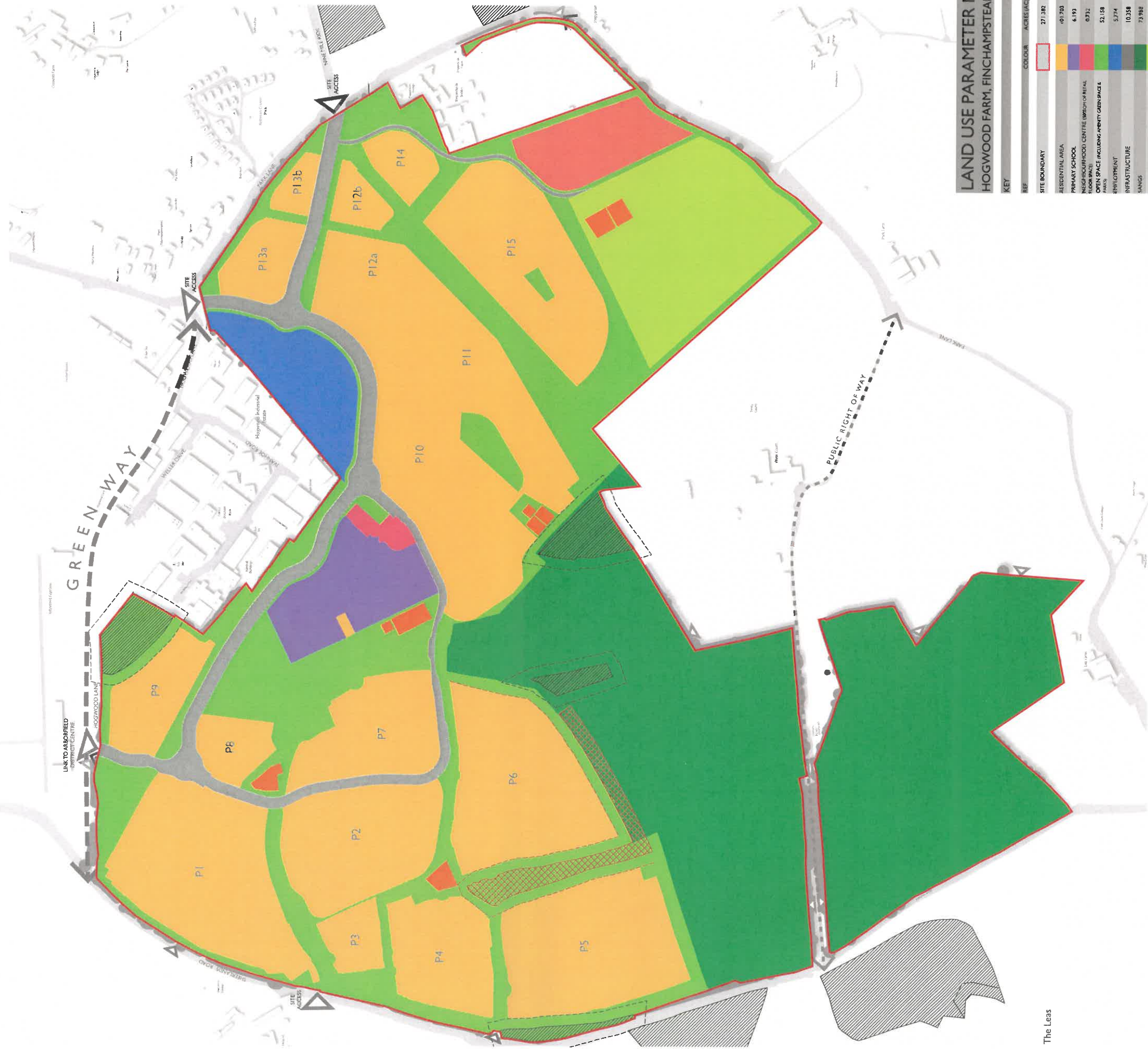
KEY	REF	COLOR	ACRES (AC)	HECTARES (HA)
	SITE BOUNDARY		271.392	109.824
	CORE SPACE INCLUDING AVENUE GREEN SPACE & PARKS		32.138	21.108
	WALKWAYS		23.906	29.942
	OUTDOOR SPORTS		14.304	5.789
	COMMUNITY ALLOTMENTS		46.12	1.866
	PLAYSPACES		1.560	0.631
	TOTAL		466.22	59.336

- | | |
|---|---|
|  | Area equivalent to Ancient Woodland with a 15m Offset |
| P | Phasing Reference |
| NC | Neighbourhood Centre |
| E | Employment Land |
| PRS | Primary School |
| OS | Outdoor Sports |
| AGS | Annuity Green Space |
| CA | Community Allotments |
| PG | Parks and Gardens |

1. Combined LEAP (800m2) and LAP (200m2) on bus loop, in north-central location
2. LAP (1000m2) in central SW location, which is well connected to wider GI linkages
3. Central, combined NEAP (1300m2) and LAP (200m2) adj to the school and neighbourhood centre
4. LEAP (800m2) and LAP (200m2) with good linkages to the wider GI, leading to the bridge and woodlands
5. LEAP (1000m2) and BMX (800m2) in SE PQS, adj to the bridge and woodlands.

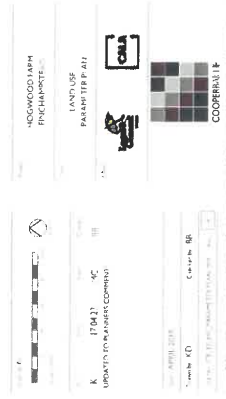


Land Use Parameter Plan - CB_12_103_PARAMETER PLAN_001 Rev K



The Leas

LAND USE PARAMETER PLAN HOGWOOD FARM, FINCHAMPSTEAD			
KEY	COLOUR	ACRES (AG)	HECTARES (HA)
SITE BOUNDARY		271.382	109.824
RESIDENTIAL AREA		40.703	41.158
PRIMARY SCHOOL		6.193	2.556
NEIGHBOURHOOD CENTRE (MIXED-USE RETAIL)		0.732	0.786
OPEN SPACE (INCLUDING ADJACENT GARDEN SPACE & PARKS)		52.158	21.108
EMPLOYMENT		5.774	2.337
INFRASTRUCTURE		10.358	4.192
WATERS		33.988	28.943
OUTDOOR SPORTS		4.304	5.789
COMMUNITY ALLOTMENTS		16.612	1.846
PLAYSPACE		1.560	0.631
GRAND TOTAL		271.382	109.824



This agreement is executed as a deed by the Parties and is delivered and takes effect on the date at the beginning of this agreement.

**THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL**
was hereunto affixed in the presence of:



36523

MARK FARRY

.....
Authorised Signatory/~~Solicitor~~

EXECUTED as a DEED by

John Richards

as attorney for

**LEGAL & GENERAL HOMES
COMMUNITIES (ARBORFIELD)
LIMITED**

)
)
)
)

DocuSigned by:

90188258533546A...

.....
Attorney Signature

Pursuant to a power of attorney dated

in the presence of:

Witness signature:

DocuSigned by:

E36B104C43684D5...

Witness name:

Laura Bheenick

Witness address:

4 Windsor Ave, West Molesey, KT8 1PZ

Witness occupation:

Town Planner

EXECUTED as a DEED by)
MARINO FAMILY TRUST COMPANY)
LIMITED)
)

Signature

DocuSigned by:
Jason Marino
F16A90DBFF55452...

Director

Signature

DocuSigned by:
Marino - Simon Marino
2F21A31BEA3B49E...

Director/Company Secretary

Executed as a deed in the name and on)
behalf of VIVID HOUSING LIMITED)
by Vivid - Jacqueline Backhaus, an officer)
appointed for the purpose under section)
74(4) of the Law of Property Act 1925)
by the board of Trowers & Hamlins)
LLP, its attorney under a power of)
attorney dated 1 April 2023 in)
the presence of:)

VIVID HOUSING LIMITED

by its attorney

Trowers & Hamlins LLP acting by

DocuSigned by:
Vivid - Jacqueline Backhaus
183CFC49EC2B466...

Signature of officer

witness signature:A7380702DE87400.....

Vivid - Marisia Robson

name:

3 Bunhill Row, London, EC1Y 8YZ

address:

Senior Associate

occupation:

EXECUTED as a DEED by
BDW TRADING LIMITED under a Power of
Attorney dated 13 October 2023

)
)
)
)

Signature

DocuSigned by:
James Pugh
CE29C2BDA3B84FA...

Signature

DocuSigned by:
BDW - David Rowland
D7536296381F403...

Attorney's Name James Pugh

Attorney's Name BDW - David Rowland

Witness signature:

DocuSigned by:
Georgina Pugh
8657E411BB85427...

Name: Georgina Pugh

Witness signature:

DocuSigned by:
Lauren Goldsmith
B0F935EC54E946A...

Name: Lauren Goldsmith

Address:

Oak view cottage, Bradley, SO24 9SSB

Address:

BDW Southern Counties, Compton House, GU3 1LR

Occupation:

Interior Design Director

Occupation:

Technical Administrator

DATED 1 JANUARY 2024

**(1) LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD)
LIMITED**

and

(2) CALA HOMES (THAMES) LIMITED

POWER OF ATTORNEY

I CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL.
N Whyte.
NICOLA WHYTE, SOLICITOR.
ADAM HOUSE, 5 MIDNEW CULTINS,
EDINBURGH, EH11 4DU.
3 JANUARY 2024.

THIS POWER OF ATTORNEY is made on 1 January 2024

1 Attorney Appointment

LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED, a company incorporated in England under number 11050597 whose registered office is at Cala House, The Causeway, Staines-Upon-Thames, England, TW18 3AX (the **Grantor**), **HEREBY APPOINTS CALA HOMES (THAMES) LIMITED**, a company incorporated in England under number 02522271 whose registered office is at Cala House, 54 The Causeway, Staines, Surrey, TW18 3AX (the **Attorney**) (acting by any one or more of its directors for the time being) to be the Grantor's true and lawful attorney with full power, authority and legal right in the name and on behalf of the Grantor:

- i) to do or execute, sign, seal, deliver and/or issue (whether by way of traditional wet ink or electronic signature as appropriate) all agreements, deeds, certificates, authorisations, consents, letters and other documents including transfers, mortgages, standard securities, deeds of restriction, discharges, deeds of release, deeds of servitude, licences, options, instruments, leases, assignments, contracts, bonds, guarantees, dispositions, deeds of conditions, deeds of application of Development Management Schemes, Promotion Agreements, UK Finance Mortgage Lender's Handbook disclosure of incentive forms, receipts, acknowledgements, notices, assignments, legal charges and agreements (including planning agreements) (the **Documents**) for or in relation to the acquisition and management of all interests in land for the Grantor, the grant of deeds burdening the title to land owned by the Grantor, the sale of land upon the building and development estates of the Grantor or otherwise owned by the Grantor (or in which the Grantor has a contractual interest) and the purchase and subsequent re-sale of any property acquired by the Grantor by way of part exchange or otherwise; and
- ii) to give or withhold (at the Attorney's discretion) approval to any matters which require the Grantor's approval pursuant to any transaction relating to the acquisition and management of all interests in land for the Grantor, the grant of deeds burdening the title to land owned by the Grantor, the sale of land upon the building and development estates of the Grantor or otherwise owned by the Grantor (or in which the Grantor has a contractual interest) and the purchase and subsequent re-sale of any property acquired by the Grantor by way of part exchange or otherwise.

I CERTIFY THAT THIS
IS A TRUE COPY OF
THE ORIGINAL.

NWHL
NICOLA WHYTE,
SOLICITOR.
ADAM HOUSE, 5 MID
NEW CULTINS,
EDINBURGH,
EH11 4DU
3 JANUARY 2024.

2 Execution of Documents

Without prejudice to the generality of clause 1 above, the Attorney may execute the Documents in its capacity as attorney of the Grantor acting by two directors of the Attorney or a director and the secretary of the Attorney or any director of the Attorney in the presence of a witness.

3 Appointment of substitute

- 3.1 The Attorney shall have the power to delegate to an agent (including without limitation its officers and directors) the exercise of any power the Grantor gives under this power of attorney. For the avoidance of doubt such agent shall not have the power to make a delegation itself.
- 3.2 The Attorney shall have the power to appoint and remove a substitute (who shall not have the power of substitution) who shall have the power to act on the Grantor's behalf as if the substitute had been originally appointed as the Grantor's attorney by this deed. The

Attorney shall have the power to revoke any such appointment at any time without giving any reason.

4 Confirmation and indemnity

The Grantor hereby undertakes to ratify and confirm whatever the Attorney shall lawfully do, purport to do or cause to be done by virtue of this power of attorney and to indemnify and hold harmless the Attorney and his successors against all actions, demands, proceedings, claims, costs, expenses, obligations, liabilities and losses of any description arising from the exercise or the purported exercise in good faith of any of the powers hereby granted to it under this power of attorney.

5 Duration of power

5.1 This power of attorney:

- i) shall be irrevocable from the date hereof until 1 January 2025 inclusive when it shall automatically expire;
- ii) shall be conclusive and binding on the Grantor and the Grantor's successors.

5.2 No person or corporation having dealings with the Attorney under this power of attorney shall have any obligation to make any enquiries as to whether or not this power of attorney has been revoked.

5.3 Any exercise by the Grantor from time to time of any of the powers hereby conferred shall not of itself be deemed to be a revocation; further all acts under this power of attorney shall be valid and binding on the Grantor until express notice of its revocation is received by such before mentioned person or corporation.

6 Revocation of existing powers of attorney

With the exception of this power of attorney, all powers of attorney granted by the Grantor in favour of any office holder of CALA Homes (Thames) Limited prior to the date hereof are hereby revoked from 1 January 2024.

I CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL.

NWWhyte.

NICOLA WHYTE, SOLICITOR.

ADAM HOUSE, 5 MIDNEW CULTINS,
EDINBURGH, EH11 4DJ.

3 JANUARY 2024.

7 Governing Law and Jurisdiction

- 7.1 This power of attorney and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England.
- 7.2 The courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this power of attorney, its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this power of attorney is executed as a deed and delivered on the day and year first above written.

Executed and delivered as a deed by **LEGAL & GENERAL HOMES COMMUNITIES (ARBORFIELD) LIMITED**, acting by **NEIL STODDART**

a director in the presence of:

Witness Signature: *Nicola Whyte*

Witness Name: *NICOLA WHYTE*

Witness Address: *ADAM HOUSE,*

5 MID NEW CULTINS,

EDINBURGH, EH11 4DU

Neil Stoddart

I CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL.

N Whyte

NICOLA WHYTE, SOLICITOR.

ADAM HOUSE, 5 MID NEW CULTINS,

EDINBURGH, EH11 4DU.

3 JANUARY 2024.

Dated 13 October 2023

General Power of Attorney

By

BDW Trading Limited

CERTIFIED TO BE A TRUE
COPY OF THE ORIGINAL

SIGNED... ...

LEGAL DEPARTMENT
BARRATT DEVELOPMENTS PLC

DATE  17.10.2023

Southern Counties

BY THIS POWER OF ATTORNEY made the 13 day of October two thousand and twenty three **BDW TRADING LIMITED** (Company Registration Number 03018173) a company registered in the United Kingdom having its registered office at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF ("the Company") **HEREBY APPOINTS** the persons whose names and addresses are set out in the Schedule hereto ("the Attorneys") jointly or severally to be the true and lawful Attorneys of the Company to act in the name of and on behalf of the Company and so that any two of the Attorneys, may do or execute all or any of the documents acts and things hereinafter mentioned on behalf of the Company in respect of the Division of the Company trading as Southern Counties that is to say:

1. TO TRANSACT manage carry on and do all matters concerned with effecting the business of the Company (subject to the restriction hereinafter contained in clause 3) including (without prejudice to the generality of this expression) the acquisition of land for development purposes and the sale of individual plots on the building estates of the Company and the purchase and subsequent resale of any property acquired by the Company by way of part exchange and generally to do all such actions or things not herein specifically authorised as the Attorneys may deem proper or expedient in relation to the carrying on of the said business.

2. TO EXECUTE sign seal and deliver all agreements deeds transfers contracts receipts acknowledgements notices instruments documents and letters necessary for effectively doing or causing to be done any or all of the acts and things which the Attorneys are empowered to do under clause 1 hereof.

3. PROVIDED ALWAYS that the above powers shall not entitle the Attorneys to do any act or sign or execute any document in relation to any contract agreement or deed where the monetary consideration exceeds £10,000,000 plus any VAT amount which may be payable in respect of the same.

4. DURATION

This Power of Attorney is valid for a period of 12 months commencing from the date which first appears above.

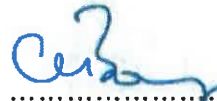
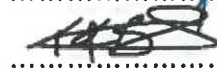
AND IT IS HEREBY DECLARED that the Company hereby agrees to ratify whatsoever the Attorneys shall lawfully do or cause to be done by virtue of this Power of Attorney or by virtue of any preceding Power of Attorney or authority prior to revocation of the same.

IN WITNESS whereof BDW Trading Limited has executed and delivered this it's Deed on the day and year first above written.

**Executed as a Deed by
BDW TRADING LIMITED**

acting by
the signatories

)
)
)
)


..... Director

..... ~~Director~~
Secretary

THE SCHEDULE

Colin Francis Quinn
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

Jeremy John Champion
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

Benjamin Paul Woolman
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

David Ian Rowland
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

Julian Hodder
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

Carl Anthony Bune
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

James Samuel Pugh
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

Alexander Lee Dowling
Compton House
The Guildway
Old Portsmouth Road
Guildford
Surrey
GU3 1LR

This Power of Attorney is made by deed the 1st day of April 2023

By

Vivid Housing Limited a registered society (registered number 76544) whose registered office is Peninsular House, Wharf Road, Portsmouth, PO2 8HB (the **Donor**)

Now this Deed witnesses

1 **Definitions**

Attorney means Trowers & Hamlins LLP (company number OC337852) whose registered office is at 3 Bunhill Row London EC1Y 8YZ

2 **Appointment**

The Donor appoints the Attorney to be the Donor's attorney to execute any deed and document on behalf of the Donor.

3 **Ratification**

The Donor will ratify everything that the Attorney does on its behalf while purporting to act under the authority conferred on it by this power.

4 **Duration**

This Power of Attorney will terminate on 31 March 2024.

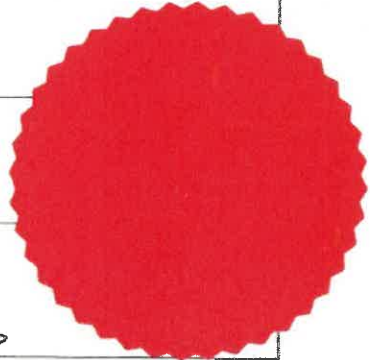
5 **Indemnity**

The Donor indemnifies the Attorney on a full indemnity basis against all liabilities, costs, expenses, damages and losses which it sustains or incurs in connection with any action taken by it in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).

In witness of which the Donor has executed and delivered this Deed the day and year first before written

The Common Seal of Vivid Housing Limited	
was hereunto affixed in the presence of	
Board Member	
Board Member/Secretary	

18/23





**WOKINGHAM
BOROUGH COUNCIL**

Head of Legal delegation to named employees of Wokingham Borough Council for authority to seal any Wokingham Borough document

I authorise the following employees of Wokingham Borough Council to carry out the functions of the Head of Legal as set out in paragraph 1.6.5 of Wokingham Borough Council's Constitution, copied below.

Solicitor
Barrister
Chartered Legal Executive
Paralegal
Legal Assistant

Neil Allen
Head of Legal
Date: 9 February 2023

1.6.5 Common Seal of the Council

The Common Seal of the Council will be kept in a safe place in the custody of the Head of Legal. A decision of the Council, or of any part of it, will be sufficient authority for sealing any document necessary to give effect to the decision. The Common Seal will be affixed to those documents which in the opinion of the Head of Legal should be sealed. The affixing of the Common Seal will be attested by the Head of Legal, or some other person authorised by him/her.

