

DATED

11<sup>th</sup> July

2013

CRAYFERN HOMES LIMITED

(1)

and

OTHERS

(2)

and

HAMPSHIRE COUNTY COUNCIL

(3)

and

THE COUNCIL OF THE BOROUGH OF HAVANT

(4)

---

**SECOND DEED OF VARIATION  
AND PLANNING OBLIGATION**

---

Pursuant to (inter alia)

Section 106 and Section 106A of the Town and Country Planning Act 1990  
Relating to Land south of Scratchface Lane, adjacent to A3M and West of  
Brooklands Road and Hillmead Gardens, Havant in Hampshire

Mrs J Barden-Hernandez  
Solicitor to the Council  
Havant Borough Council  
Public Service Plaza  
Civic Centre Road  
Havant, Hampshire  
PO9 2AX

12-00000-0000

12-00000-0000

12-00000-0000

12-00000-0000

12-00000-0000

12-00000-0000

12-00000-0000

12-00000-0000

12-00000-0000

12-00000-0000

THIS SECOND DEED OF VARIATION is made the  
BETWEEN

11<sup>th</sup> day of *July* 2013

- (1) **STUART BENFORD MASON** of Manor Farm, Hambledon, Hampshire PO7 6RW and **ANDREW BENFORD MASON** of Woodhouse Farm, Felsham Road, Cockfield, Bury St Edmunds Suffolk IP30 0HP and **TIMOTHY NELSON MASON** of Rookwood Cottage, Dean Lane End, Rowlands Castle and **MELANIE JEAN FLINT** of Lone Barn, Catherington, Waterlooville Hampshire PO8 0SF (the "First Owner")
- (2) **JOHN ROBERT BROAD** of 15 Sea View Road, Drayton, Portsmouth, Hampshire PO6 1EN and **ANTHONY THOMAS BROAD** of 18 Brecon Avenue, Portsmouth, Hampshire PO6 1PH (the "Second Owner")
- (3) **ALAN DOUGLAS SLAPE** of 36 Brooklands Road, Bedhampton Havant, Hampshire PO9 3NT (the "Third Owner")
- (4) **KELLY ANNE BROAD** of 34 Brooklands Road, Bedhampton, Hampshire PO9 3NT (the "Fourth Owner")
- (5) **CRAYFERN HOMES LIMITED** (Company Registration Number 02703219) whose registered office is at Victoria House, 14 St Johns Road, Hedge End, Southampton, SO30 2AB (the "Developer" and the "Fifth Owner" )
- (6) **BARCLAYS BANK PLC** (Company Registration Number 1026167) whose registered office is at 1 Churchill Place, London, E14 5HP ("Barclays")
- (7) **THE GUINNESS PARTNERSHIP LIMITED** (Industrial and Provident Act Number IP31693R) of 17 Mendy Street, High Wycombe, Buckinghamshire HP11 2NZ ("the Association")
- (8) **HAMPSHIRE COUNTY COUNCIL** of The Castle Winchester Hampshire
- (9) **THE COUNCIL OF THE BOROUGH OF HAVANT** of Civic Offices Civic Centre Road Havant Hampshire PO9 2AX ("the Council")

**WHEREAS:**

1. This Second Deed of Variation is supplemental to a Deed of Agreement dated the 22<sup>nd</sup> day of October 2012 made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 111 of the Local Government Act 1972 between the parties as are parties hereto and in the



same order in relation to the development of land south of Scratchface Lane, adjacent to A3M and West of Brooklands Road and Hillmead Gardens, Havant in Hampshire ("the Section 106 Agreement")

- 2 By a Deed of Variation ("the First Deed of Variation) dated 20<sup>th</sup> day of May 2013 the parties to this Deed agreed to vary the provisions of the Section 106 Agreement to amend the definition of the Development and amend the Plan to be appended to the Section 106
3. The First Owner is the freehold owner of the First Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number SH8381.
4. The Second Owner is the freehold owner of the Second Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP266669.
5. The Third Owner is the freehold owner of the Third Property subject to a mortgage in favour of Barclays but otherwise free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP164469.
6. The Fourth Owner is the freehold owner of the Fourth Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP142244.
7. The Fifth Owner is the freehold owner of the Fifth Property free from encumbrances save only as mentioned in the Property and Charges Registers of title number HP291227.
8. The Developer has with consent of the First Owner, the Second Owner, the Third Owner, the Fourth Owner and the Fifth Owner ("the Owners") made the Application.
9. The Parties hereto agree and consent to the terms of the Section 106 Agreement (as varied by the First Deed of Variation) being further varied in respect of the plans to be appended as hereinafter provided.

NOW THIS DEED WITNESSETH as follows:

... ..  
... ..  
... ..

... ..  
... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

## PRELIMINARY AND RECITALS

### A Definitions

- A.1 Save as otherwise provided words and phrases in this Deed shall have the meanings contained in the Section 106 Agreement.

### B Purpose of Deed

- B.1 This Second Deed of Variation is supplemental to and varies the plans referred to in the Section 106 Agreement and the First Deed of Variation.
- B.2 The provisions of this Second Deed of Variation bind the Land (and each and every part of it) the parties and their successors in title save where the Section 106 Agreement, the First Deed of Variation and this Second Deed of Variation expressly provides to the contrary

### C Statutory Authorities

- C.1 The Council and the County Council are for the purposes of Sections 106 and 106A of the Act the authorities which can enforce the respective terms of this Agreement
- C.2 This Deed is made pursuant to the provisions Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 the Housing Acts and Section 2 of the Local Government Act 2000 and all other powers enabling

### D Planning

- D.1 This Second Deed of Variation is supplemental to the Section 106 Agreement (as varied by the First Deed of Variation) which is varied by the provisions of this Deed

### E Liability for this Deed

- E.1 The Planning Obligations restrictions covenants limitations and obligations in this Second Deed of Variation relating to all clauses within the Section 106 Agreement (as varied by the First Deed of Variation) and this Second Deed of

1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1862.

2. The second part is a report from the Secretary of the Interior, dated January 10, 1862.

3. The third part is a report from the Secretary of the Treasury, dated January 10, 1862.

4. The fourth part is a report from the Secretary of the War, dated January 10, 1862.

5. The fifth part is a report from the Secretary of the Navy, dated January 10, 1862.

6. The sixth part is a report from the Secretary of the Army, dated January 10, 1862.

7. The seventh part is a report from the Secretary of the Department of the Interior, dated January 10, 1862.

8. The eighth part is a report from the Secretary of the Department of the Treasury, dated January 10, 1862.

9. The ninth part is a report from the Secretary of the Department of the War, dated January 10, 1862.

10. The tenth part is a report from the Secretary of the Department of the Navy, dated January 10, 1862.

11. The eleventh part is a report from the Secretary of the Department of the Army, dated January 10, 1862.

12. The twelfth part is a report from the Secretary of the Department of the Interior, dated January 10, 1862.

13. The thirteenth part is a report from the Secretary of the Department of the Treasury, dated January 10, 1862.

14. The fourteenth part is a report from the Secretary of the Department of the War, dated January 10, 1862.

15. The fifteenth part is a report from the Secretary of the Department of the Navy, dated January 10, 1862.

16. The sixteenth part is a report from the Secretary of the Department of the Army, dated January 10, 1862.

17. The seventeenth part is a report from the Secretary of the Department of the Interior, dated January 10, 1862.

18. The eighteenth part is a report from the Secretary of the Department of the Treasury, dated January 10, 1862.

19. The nineteenth part is a report from the Secretary of the Department of the War, dated January 10, 1862.

20. The twentieth part is a report from the Secretary of the Department of the Navy, dated January 10, 1862.

21. The twenty-first part is a report from the Secretary of the Department of the Army, dated January 10, 1862.

22. The twenty-second part is a report from the Secretary of the Department of the Interior, dated January 10, 1862.

23. The twenty-third part is a report from the Secretary of the Department of the Treasury, dated January 10, 1862.

24. The twenty-fourth part is a report from the Secretary of the Department of the War, dated January 10, 1862.

25. The twenty-fifth part is a report from the Secretary of the Department of the Navy, dated January 10, 1862.

26. The twenty-sixth part is a report from the Secretary of the Department of the Army, dated January 10, 1862.

27. The twenty-seventh part is a report from the Secretary of the Department of the Interior, dated January 10, 1862.

28. The twenty-eighth part is a report from the Secretary of the Department of the Treasury, dated January 10, 1862.

29. The twenty-ninth part is a report from the Secretary of the Department of the War, dated January 10, 1862.

30. The thirtieth part is a report from the Secretary of the Department of the Navy, dated January 10, 1862.

Variation relate to and are binding in their entirety upon the Owners and their successors in title and assigns and their interest in the Land save as otherwise provided shall bind and run with the land and each and every part of it.

E2 Barclays consents to the completion of this Second Deed of Variation 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 their interest in the Land.

E3 Barclays shall not be personally liable for any breach of the obligations in the Section 106 Agreement, the First Deed of Variation and this Second Deed of Variation unless committed or continuing at a time when Barclays is in possession of all or any part of the Land.

## **1 DEFINITIONS AND INTERPRETATION**

1.1 The definitions contained in the Section 106 Agreement (as varied by the First Deed of Variation) apply unless the context otherwise requires

1.2 The provisions of this Second Deed of Variation shall unless the context otherwise requires be construed as follows:

1.2.1 Words importing one gender shall include all other genders

1.2.2 The singular includes the plural and vice versa

1.2.3 Reference to a statute includes any amendment, modification, extension consolidation or re-enactment of it and any statutory instrument, regulation or order made under it which is for the time being in force

1.2.4 References to any "Clause" or "Sub-Clause" (or any part of them) shall (unless the context otherwise requires) be references to a Clause Sub-Clause (or any part of them) of this Deed

1.2.5 Headings to clauses of this Deed do not affect the interpretation or construction of this Deed

## **2 EFFECT OF AGREEMENT**

2.1 The covenants restrictions and requirements imposed upon the Owners under this Second Deed of Variation create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owners and their successors in title.

2.2 This Second Deed of Variation also varies the Plan and the Location Plan as defined in the Section 106 Agreement (as varied by the First Deed of Variation).

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

... ..

### **3 LAND BOUND AND ENFORCING AUTHORITY**

- 3.1** The provisions of the Section 106 Agreement, the First Deed of Variation and this Second Deed of Variation and the covenants restrictions limitations and obligations given by the Owners shall bind and run with the Land and each and every part of it and shall be binding against the Owners and their successors in title and assigns to the Land and each and every part of it save as provided elsewhere in the Section 106 Agreement, the First Deed of Variation and this Second Deed of Variation

### **4 LOCAL LAND CHARGE REGISTRATION**

- 4.1** This Deed is registerable by the Council as a local land charge in the Register of Local Land Charges kept by the Council.

### **5 THE OWNERS' COVENANTS**

- 5.1** The Owners for themselves and their successors in title to the Land and each and every part of it hereby covenant in favour of the Council and the County Council to observe perform and abide by the obligations restrictions limitations and covenants contained in this Second Deed of Variation and in the Section 106 Agreement as varied by the First Deed of Variation and the said obligations restrictions limitations and covenants shall run with and bind with the Land and each and every part of it as set out below.

### **6 VARIATIONS TO THE SECTION 106 AGREEMENT**

- 6.1** The variations set out in the Schedule hereto shall have effect.

### **7 AGREEMENTS AND DECLARATIONS**

It is hereby agreed and declared by the parties hereto that:

- 7.1** Except in so far as legally or equitably permitted this Deed shall not prejudice fetter or affect the exercise of any statutory power duty or discretion of the Council
- 7.2** The terms of the Section 106 Agreement except as varied by the First Deed of Variation and this Second Deed of Variation are confirmed as if the same were set out in this Deed in full and that such terms as so varied shall for all purposes be deemed incorporated in this Deed.
- 7.3** The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed



IN WITNESS whereof this Deed has been executed as a Deed by the parties hereto  
the day and year first before written

EXECUTED as a DEED by )  
STUART BENFORD )  
MASON in the presence of: )

*on behalf of S.B. Mason  
of Albany*

Signature of witness:

Name:

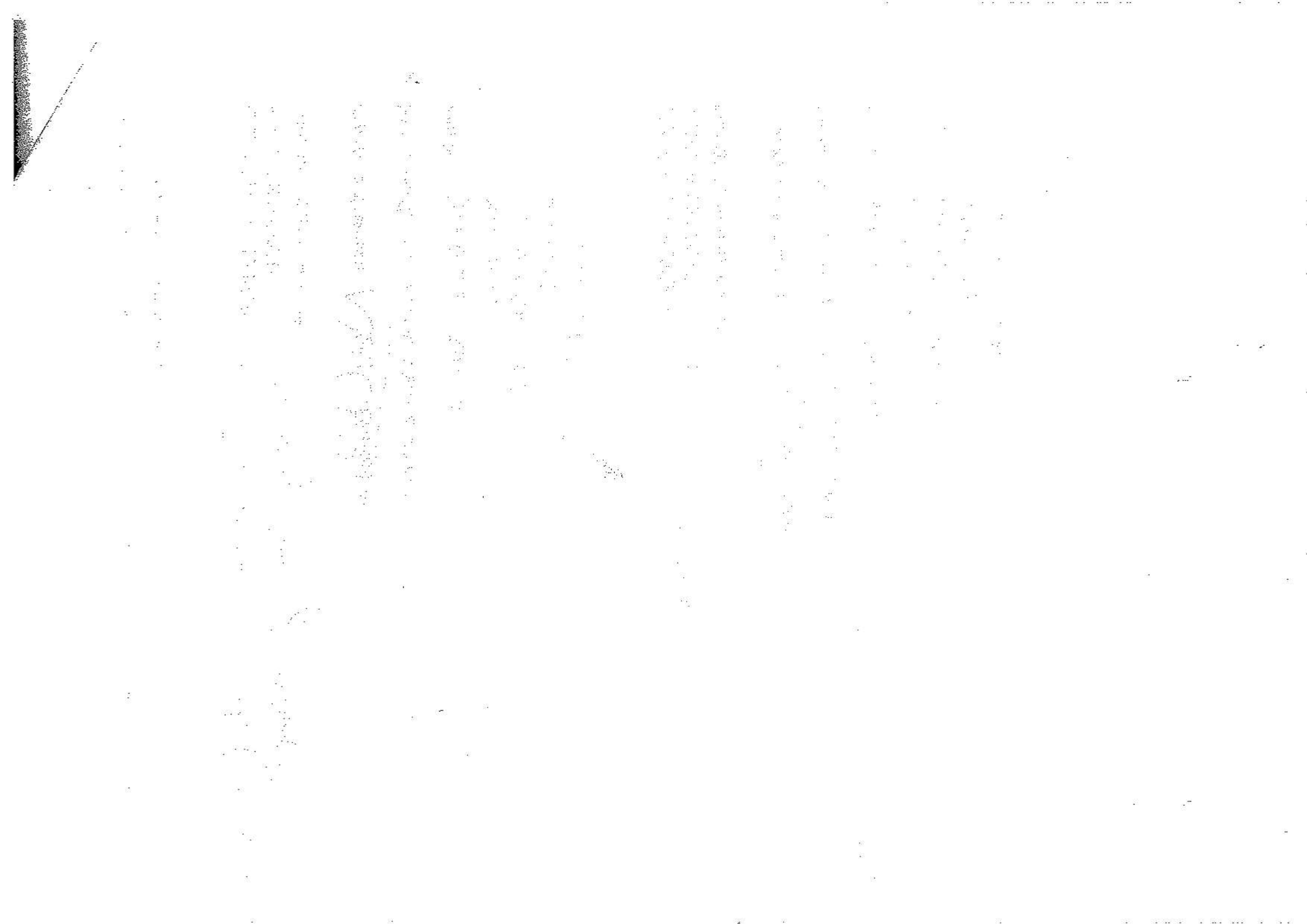
Address:

EXECUTED as a DEED by )  
ANDREW BENFORD )  
MASON in the presence of: )

Signature of witness:

Name:

Address:



**EXECUTED** as a **DEED** by )  
**TIMOTHY NELSON MASON** )  
in the presence of: )

Signature of witness:

Name:

Address:

**EXECUTED** as a **DEED** by )  
**MELANIE JANE FLINT** in )  
the presence of: )

Signature of witness:

Name:

Address:

**EXECUTED DEED** by )  
**JOHN ROBERT BROAD** in )  
the presence of: )

Signature of witness:

Name:

Address:

EXECUTED as a DEED by )  
(

**ANTHONY THOMAS**

**BROAD** in the presence of: )  
(

Signature of witness: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

EXECUTED as a DEED by )  
(

**ALAN DOUGLAS SLAPE** in )  
(

the presence of: )  
(

Signature of witness: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

EXECUTED as a DEED by )  
(

**KELLY ANNE BROAD** in )  
(

the presence of: )  
(

Signature of witness: [REDACTED]

Name: [REDACTED]

Address: [REDACTED]

**EXECUTED as a DEED**

For and on behalf of  
**BARCLAYS BANK PLC**  
by its authorised signatory

Signed for and on behalf of BARCLAYS BANK PLC by

**Moira**

a duly appointed Attorney under a Power of Attorney  
dated 21/10/2012 in the presence of:

Witness

**John Kenneth Handford**

Authorised Signatory

**EXECUTED** as a **DEED** by  
affixing the Common Seal of  
**THE GUINNESS**  
**PARTNERSHIP LIMITED** in  
the presence of:

Authorised Signatory:

Signature:

Authorised Signatory

Signature:

19th 2013/226



**EXECUTED** as a **DEED** by )  
**CRAYFERN HOMES** )  
**LIMITED** acting by a director )  
and its secretary or two )  
directors:

Name of Director:

Signature:

Name of Director/Secretary:

Signature:

2. It is essential to ensure that all data is entered correctly and that the system is regularly updated.

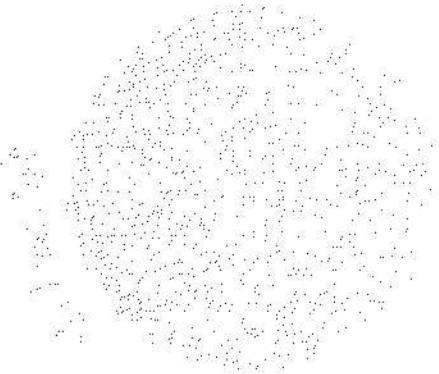
3. The second part of the document outlines the various methods used to collect and analyze data.

4. These methods include both qualitative and quantitative approaches, each with its own strengths and limitations.

5. The third part of the document provides a detailed overview of the results of the study.

6. The findings indicate that there is a significant correlation between the variables studied, which supports the hypothesis.

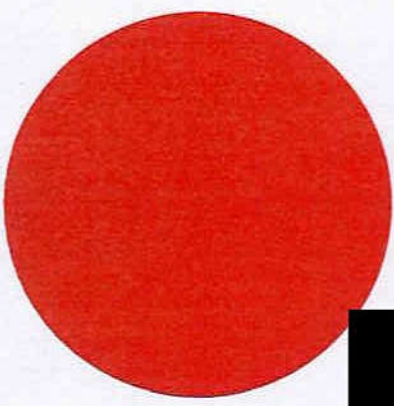
7. The data shows that the majority of participants reported a positive outcome, which is consistent with the expected results.



8. The results suggest that the intervention had a positive impact on the participants, which has important implications for future research.

9. The final part of the document discusses the limitations of the study and offers suggestions for further research to address these limitations.

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of )  
THE HAMPSHIRE COUNTY COUNCIL )  
in the presence of: )

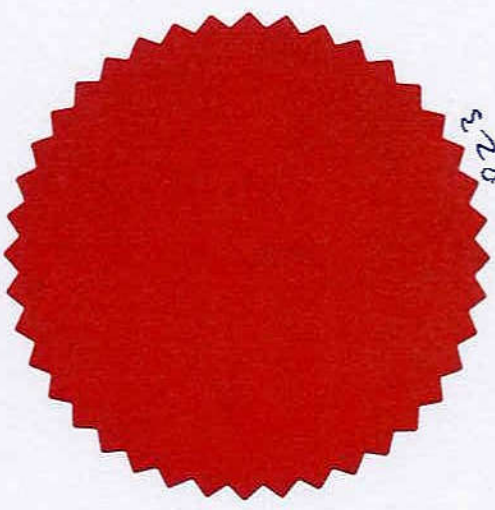


36/4843



authorised signatory

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of )  
THE COUNCIL OF THE BOROUGH )  
OF HAVANT )  
in the presence of: )



12823



Solicitor to the Council





[illegible]

TGPL 2013/226



## DRAWING: Site Location Plan

DATE **AUG 10** REV. **C**

361434



**PRO VISION**  
PLAYING & DESIGNING

1000  
 1001  
 1002  
 1003  
 1004  
 1005  
 1006  
 1007  
 1008  
 1009  
 1010  
 1011  
 1012  
 1013  
 1014  
 1015  
 1016  
 1017  
 1018  
 1019  
 1020  
 1021  
 1022  
 1023  
 1024  
 1025  
 1026  
 1027  
 1028  
 1029  
 1030  
 1031  
 1032  
 1033  
 1034  
 1035  
 1036  
 1037  
 1038  
 1039  
 1040  
 1041  
 1042  
 1043  
 1044  
 1045  
 1046  
 1047  
 1048  
 1049  
 1050  
 1051  
 1052  
 1053  
 1054  
 1055  
 1056  
 1057  
 1058  
 1059  
 1060  
 1061  
 1062  
 1063  
 1064  
 1065  
 1066  
 1067  
 1068  
 1069  
 1070  
 1071  
 1072  
 1073  
 1074  
 1075  
 1076  
 1077  
 1078  
 1079  
 1080  
 1081  
 1082  
 1083  
 1084  
 1085  
 1086  
 1087  
 1088  
 1089  
 1090  
 1091  
 1092  
 1093  
 1094  
 1095  
 1096  
 1097  
 1098  
 1099  
 1100  
 1101  
 1102  
 1103  
 1104  
 1105  
 1106  
 1107  
 1108  
 1109  
 1110  
 1111  
 1112  
 1113  
 1114  
 1115  
 1116  
 1117  
 1118  
 1119  
 1120  
 1121  
 1122  
 1123  
 1124  
 1125  
 1126  
 1127  
 1128  
 1129  
 1130  
 1131  
 1132  
 1133  
 1134  
 1135  
 1136  
 1137  
 1138  
 1139  
 1140  
 1141  
 1142  
 1143  
 1144  
 1145  
 1146  
 1147  
 1148  
 1149  
 1150  
 1151  
 1152  
 1153  
 1154  
 1155  
 1156  
 1157  
 1158  
 1159  
 1160  
 1161  
 1162  
 1163  
 1164  
 1165  
 1166  
 1167  
 1168  
 1169  
 1170  
 1171  
 1172  
 1173  
 1174  
 1175  
 1176  
 1177  
 1178  
 1179  
 1180  
 1181  
 1182  
 1183  
 1184  
 1185  
 1186  
 1187  
 1188  
 1189  
 1190  
 1191  
 1192  
 1193  
 1194  
 1195  
 1196  
 1197  
 1198  
 1199  
 1200  
 1201  
 1202  
 1203  
 1204  
 1205  
 1206  
 1207  
 1208  
 1209  
 1210  
 1211  
 1212  
 1213  
 1214  
 1215  
 1216  
 1217  
 1218  
 1219  
 1220  
 1221  
 1222  
 1223  
 1224  
 1225  
 1226  
 1227  
 1228  
 1229  
 1230  
 1231  
 1232  
 1233  
 1234  
 1235  
 1236  
 1237  
 1238  
 1239  
 1240  
 1241  
 1242  
 1243  
 1244  
 1245  
 1246  
 1247  
 1248  
 1249  
 1250  
 1251  
 1252  
 1253  
 1254  
 1255  
 1256  
 1257  
 1258  
 1259  
 1260  
 1261  
 1262  
 1263  
 1264  
 1265  
 1266  
 1267  
 1268  
 1269  
 1270  
 1271  
 1272  
 1273  
 1274  
 1275  
 1276  
 1277  
 1278  
 1279  
 1280  
 1281  
 1282  
 1283  
 1284  
 1285  
 1286  
 1287  
 1288  
 1289  
 1290  
 1291  
 1292  
 1293  
 1294  
 1295  
 1296  
 1297  
 1298  
 1299  
 1300  
 1301  
 1302  
 1303  
 1304  
 1305  
 1306  
 1307  
 1308  
 1309  
 1310  
 1311  
 1312  
 1313  
 1314  
 1315  
 1316  
 1317  
 1318  
 1319  
 1320  
 1321  
 1322  
 1323  
 1324  
 1325  
 1326  
 1327  
 1328  
 1329  
 1330  
 1331  
 1332  
 1333  
 1334  
 1335  
 1336  
 1337  
 1338  
 1339  
 1340  
 1341  
 1342  
 1343  
 1344  
 1345  
 1346  
 1347  
 1348  
 1349  
 1350  
 1351  
 1352  
 1353  
 1354  
 1355  
 1356  
 1357  
 1358  
 1359  
 1360  
 1361  
 1362  
 1363  
 1364  
 1365  
 1366  
 1367  
 1368  
 1369  
 1370  
 1371  
 1372  
 1373  
 1374  
 1375  
 1376  
 1377  
 1378  
 1379  
 1380  
 1381  
 1382  
 1383  
 1384  
 1385  
 1386  
 1387  
 1388  
 1389  
 1390  
 1391  
 1392  
 1393  
 1394  
 1395  
 1396  
 1397  
 1398  
 1399  
 1400  
 1401  
 1402  
 1403  
 1404  
 1405  
 1406  
 1407  
 1408  
 1409  
 1410  
 1411  
 1412  
 1413  
 1414  
 1415  
 1416  
 1417  
 1418  
 1419  
 1420  
 1421  
 1422  
 1423  
 1424  
 1425  
 1426  
 1427  
 1428  
 1429  
 1430  
 1431  
 1432  
 1433  
 1434  
 1435  
 1436  
 1437  
 1438  
 1439  
 1440  
 1441  
 1442  
 1443  
 1444  
 1445  
 1446  
 1447  
 1448  
 1449  
 1450  
 1451  
 1452  
 1453  
 1454

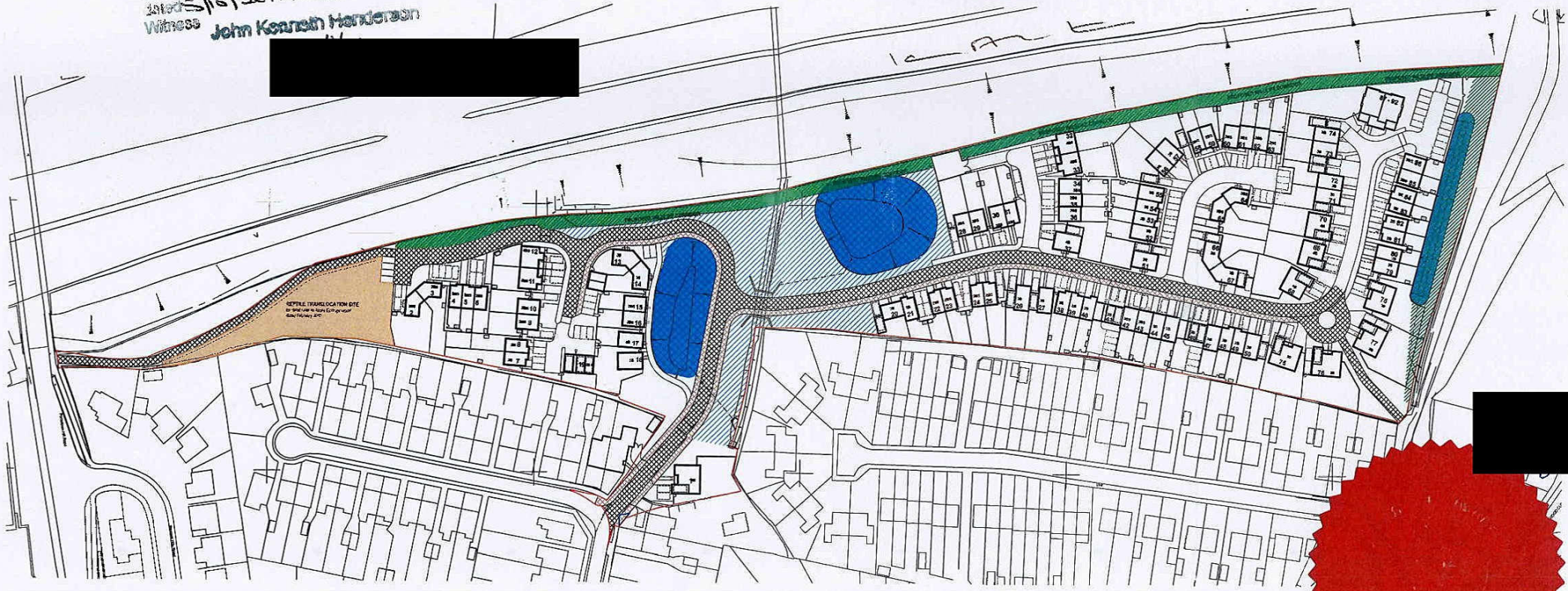
© Crown Copyright 2009. All rights reserved. Licence number 100014244



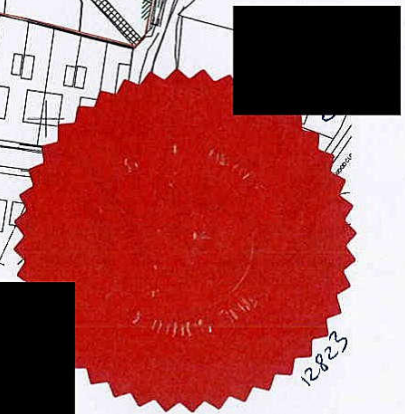
Signed for and on behalf of BARCLAYS BANK PLC  
**Mohamed Day**

is duly appointed Attorney under a Power of Attorney  
 dated 5/10/2012 in the presence of:  
 Witness **John Kenneth Henderson**

3614843



- PUBLIC ACCESS AREA
- PUBLIC ACCESSIBLE SUDS AREA
- SUDS AREA WITHIN WILDLIFE ZONE TO SINC
- REPTILE TRANSLLOCATION SITE
- WILDLIFE BUFFER
- WILDLIFE ZONE TO SINC
- PUBLIC RIGHT OF WAY CYCLES
- PUBLIC RIGHT OF WAY FOOTWAY
- LAND TO BE ACQUIRED FROM 32 BROOKLANDS ROAD



**Crayfern**  
 HOMES & DEVELOPMENT

CRAYFERN HOMES LTD IS AN EQUAL OPPORTUNITY EMPLOYER. We are an equal opportunity employer. We do not discriminate on the basis of race, sex, age, religion, sexual orientation, or disability. This document is the property of Crayfern Homes Limited and shall remain confidential and not be distributed outside the company without the written authority of Crayfern Homes Limited.

SECTION 106 PLAN  
 DEVELOPMENT AT:  
 LAND AT SCRATCHFACE LANE  
 BEDHAMPTON  
 HAMPSHIRE  
 FOR  
 CRAYFERN HOMES LIMITED  
 Scale: 1:250 @ A11 (100g) 10/12  
 Drawing No: 106/12\_002



## SCHEDULE

Variation of the Section 106 Agreement (as varied by the First Deed of Variation)

### 1 Variations

- 1.1 The Plan drawing reference 02.12\_10c appended to the Section 106 Agreement shall be removed and replaced by the Plan drawing reference 02.12\_10d as appended to this Deed
- 1.2 The Location Plan drawing reference 9982/P01 revision b appended to the Section 106 Agreement shall be removed and replaced by the Location Plan drawing reference 9982/P01 revision c as appended to this Deed



By this POWER OF ATTORNEY made by deed on 5<sup>th</sup> October 2012, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

Petrina Madeleine Miller, Team Leader  
Rosemary Bradley, Senior Customer Agent  
Gillian Cummins, Senior Customer Agent  
Karen Julie Cundy, Team Leader  
Christine Andrea Drysdale, Team Leader  
Emma Jayne Goddard, Customer Agent  
Sharon Gail Hayes, Senior Customer Agent  
John Kenneth Henderson, Senior Customer Agent  
Victoria Rachel Martin, Senior Customer Agent  
Tracey Marie Battison, Senior Collections Agent  
Sharon Elizabeth Peverell, Customer Agent  
Jane Sutcliffe, Customer Agent  
Michelle Jacqueline Swales, Customer Agent  
Claire Louise Simpson, Customer Agent  
Karen Wilson, Team Leader  
Sandra Rose Helena Swanston, Team Leader  
Hayley Bedford, Customer Agent  
Debra Withington, Customer Agent  
Laura Anne Marson, Customer Agent  
Aumit Rasool, Customer Agent  
Lisa Joanne Harris, Customer Agent  
Molra Frances Day, Customer Agent  
Carmel Anderson, Senior Customer Agent  
Yvonne Mckue, Senior Customer Agent  
Debra Smyth, Customer Agent  
Patricia Dawson, Customer Agent  
Matthew Prince, Team Leader  
Barbara Ann Wilkinson, Collections Agent  
Kelly Lee Tose, Team Leader  
Samantha Lesley Rowley, Team Leader  
Vanessa Elizabeth Avison, Team Leader  
Raymond Jonathon Drake, Team Leader  
Zoe Patricia Laffey, Customer Agent  
Katheryn Stalmarch, Customer Agent  
Holly Jade Rowe, Customer Agent  
Nosheen Ali, Customer Agent  
Samantha Hall, Customer Agent  
Abigail Elizabeth Ashton, Customer Agent

Each of Barclays Bank PLC, PO Box HK444, Leeds, LS11 8DD as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and re-assignments of

real or personal property, mortgaged, charged or assigned by way of security to the Company.

Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

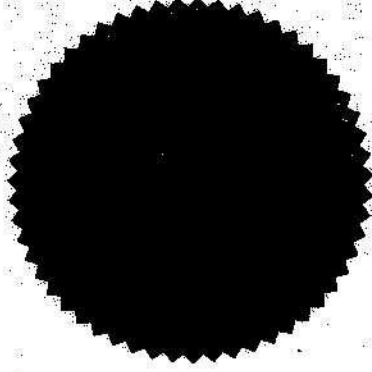
This Power of Attorney replaces the Power of Attorney that was executed on 28 February 2012.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of  
Barclays Bank PLC

was affixed in the Execution of this Deed  
in the presence of:



.....  
Assistant Secretary  
Authorised Sealing Officer  
BARCLAYS BANK PLC

.....  
I certify this to be a true and  
correct copy of the original

For Barclays Bank PLC  
Manager

Date 8/2/2013