

- (1) BRIAN WILKINSON AND MICHELLE LORRAINE WILKINSON
- (2) LEEDS BUILDING SOCIETY
- (3) MARCEL LOUIS HOAD AND ALISON HELEN HOAD
- (4) SUSAN CAROL WHITTINGTON AND KEITH JOHN WHITTINGTON
- (5) MARCEL LOUIS HOAD AND ALISON HELEN HOAD
- (6) JAMES WHITTAKER AND SAMANTHA PADGHAM
- (7) THE CHORLEY & DISTRICT BUILDING SOCIETY
- (8) JONATHAN IAN DUNHAM AND TRACEY ANNE DUNHAM
- (9) NICHOLAS KAYWORTH AND SALLY KAYWORTH
- (10) ANTHONY MARTIN
- (11) LYNDA JANE MARTIN
- (12) OLIVER BENBOW MARTIN
- (13) LAURA NATALIE HAYTER
- (14) HORSHAM DISTRICT COUNCIL

DEED OF DISCHARGE

Pursuant to section 106 of the Town and Country Planning Act 1990 in respect of

**Land at Angell Sand Pit, Water Lane, Storrington, West
Sussex RH20 4DE**

**Offsetting Land: 1) Land at Lancasters Farm, Littleworth Lane, Partridge Green;
2) Land on the South-East side of Littleworth Lane, Partridge Green;
3) Land on the West Side of Littleworth Lane, Partridge Green,
Horsham, West Sussex**

Lauren Kelly – Head of Legal and Democratic Services
Horsham District Council
Albery House
Springfield Road
Horsham
West Sussex
RH12 2GB

Legal ref: DSM/12712

Planning ref: S106/26/0005 DC/23/2144

THIS AGREEMENT is made as a deed and dated 5th August 2026

Between:

- (1) **BRIAN WILKINSON AND MICHELLE LORRAINE WILKINSON** of 2 Angell Sands, Storrington, Pulborough RH20 4FL (**"the Owners"**);
- (2) **LEEDS BUILDING SOCIETY** (Company Registration No. OC340174) whose registered office is at 26 Sovereign Street, Leeds LS1 4BJ (**"Application Site Mortgagee"**);
- (3) **MARCEL LOUIS HOAD AND ALISON HELEN HOAD** of 4 Angell Sands, Storrington, Pulborough RH20 4FL (**"Chargee 1"**);
- (4) **SUSAN CAROL WHITTINGTON AND KEITH JOHN WHITTINGTON** of 1 Angel Sands, Storrington, West Sussex RH20 4FT (**"Chargee 2"**);
- (5) **MARCEL LOUIS HOAD AND ALISON HELEN HOAD** of 3 Angel Heights, Storrington, RH20 4FT (**"Beneficial Owner 1"**);
- (6) **JAMES WHITTAKER AND SAMANTHA PADGHAM** of Quercus, Pondtail Drive, Horsham, RH12 SHY (**"Beneficial Owner 2"**);
- (7) **THE CHORLEY & DISTRICT BUILDING SOCIETY** (FCA Mutual Society No. 108B) whose registered office is at Key House, Foxhole Road, Chorley, Lancashire PR7 1NZ (**"Beneficial Owner 2 Mortgagee"**);
- (8) **JONATHAN IAN DUNHAM AND TRACEY ANNE DUNHAM** of 56 Abbey Road, Bardney, Lincoln, Lincolnshire, LN3 5XD (**"Beneficial Owner 3"**);
- (9) **NICHOLAS KAYWORTH AND SALLY KAYWORTH** of Bumblekyte, Sunwool Lane, Cocking, West Sussex, GU29 0HL (**"Beneficial Owner 4"**);
- (10) **ANTHONY MARTIN** of Danefold House, Littleworth Lane, Partridge Green, Horsham RH13 8NA (**"Offsetting Site Owner 1"**);
- (11) **LYNDA JANE MARTIN** of Danefold House, Littleworth Lane, Partridge Green, Horsham RH13 8NA (**"Offsetting Site Owner 2"**);
- (12) **OLIVER BENBOW MARTIN** Danefold Lodge, Littleworth Lane, West Sussex RH13 8NA (**"Offsetting Site Owner 3"**);
- (13) **LAURA NATALIE HAYTER** of Hogwood Farm House, The Forestry Road, Plaistow, Billingshurst RH14 0PA (**"Offsetting Site Owner 4"**);
- (14) **HORSHAM DISTRICT COUNCIL** of Albery House, Springfield Road, Horsham, West Sussex RH12 2GB (**"the District Council"**);

together "the Parties"

1. BACKGROUND & RECITALS

Whereas

- 1.1 The District Council is the local planning authority as defined in the Act for the area within which the Application Site and the Offsetting Site are situated for the purposes of this Deed and for the purposes of section 106 of the Act and is entitled to enforce the planning obligations it contains.
- 1.2 The Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under title number WSX186262 and described on HM Land Registry as "4 Angell Sands, Storrington, Pulborough" but also known as "Angell Sandpit, Washington Road, Storrington, Pulborough, West Sussex RH20 4DE" being the Application Site.
- 1.3 The Application Site has the benefit of a Restriction on title number WSX186262 recorded in paragraphs 12 and 13 of the Charges Register comprising a Registered Charge dated 12th May 2025.

- 1.4 Chargee 1 entered into an Option Agreement with the Owners dated 6th April 2023 to acquire land comprising part of the Application Site which is registered at HM Land Registry under title number WSX186262 at paragraphs 9 and 10 of the Charges Register.
- 1.5 Chargee 2 entered into an Option Agreement with the Owners dated 20th December 2023 to acquire land comprising part of the Application Site which is registered at HM Land Registry under title number WSX186262 at paragraphs 14 and 15 of the Charges Register.
- 1.6 Beneficial Owner 1 entered into a Transfer of Part with the Owners dated the 11th March 2026 to acquire part of land comprising of the Application Site which is registered at HM Land Registry under title number WSX186262 with application pending under reference LE6FF93.
- 1.7 Beneficial Owner 2 entered into a Transfer of Part with the Owners dated the 10th March 2026 to acquire part of land comprising of the Application Site which is registered at HM Land Registry under title number WSX186262 with application pending under reference LE6FF7D.
- 1.8 The Beneficial Owner 2 Mortgagee has advanced monies to the Beneficial Owner 2 secured by a mortgage deed dated 3rd June 2026 and an application to register the said mortgage against title number WSX458621 (the new title to be created out of the Transfer of Part referred to in clause 1.7 above) and has been lodged with HM Land Registry and is currently pending registration under reference E607RKV.
- 1.9 Beneficial Owner 3 entered into a Transfer of Part with the Owners dated the 10th March 2026 to acquire part of land comprising of the Application Site which is registered at HM Land Registry under title number WSX186262 with application pending under reference LE6FF7E.
- 1.10 Beneficial Owner 4 entered into a Transfer of Part with the Owners dated the 10th March 2026 to acquire part of land comprising of the Application Site which is registered at HM Land Registry under title number WSX186262 with application pending under reference LE6FF7F.
- 1.11 The Offsetting Site Owners are the registered proprietors with Title Absolute of land registered at HM Land Registry under the following title numbers and being described as:

Title Number	Description on Title	Offsetting Site Plan Depiction
WSX404209	Land at Lancasters Farm, Littleworth Lane, Partridge Green	Hatched in blue
WSX422849	Land on the South-East side of Littleworth Lane, Partridge Green	Hatched in blue
WSX227601	Land on the West Side of Littleworth Lane, Partridge Green	Hatched in green

being the Offsetting Site.

- 1.12 The Council's administrative area is situated in an area of serious water stress as identified by the Environment Agency's Water Stressed Areas Classification.
- 1.13 Southern Water, supplies drinking water to the Council's administrative area from the SNWSZ.
- 1.14 In September 2021 Natural England released the Position Statement which required that any new development within the SNWSZ be Water Neutral. The Parties agreed to enter into the Original Agreement to secure the required mitigation in order to bind the Application Site and the Offsetting Site and to ensure the Development at the Application Site was Water Neutral.
- 1.15 On 31 October 2025 Natural England issued a Withdrawal Statement confirming that the Position Statement had been withdrawn following an agreement between Natural

England, Southern Water and the Environment Agency that a reduction on the licence cap on water abstraction will ensure with sufficient certainty that development with the SNWSZ would not adversely impact protected Arun Valley habitats.

- 1.16 The Discharge Application to discharge the Original Agreement was made on 6th February 2026 and validated on 18th February 2026.
- 1.17 The Parties have agreed to enter into this Deed to discharge the Original Agreement because the Council has determined that the mitigation and Offsetting Measures secured by the Original Agreement are no longer required.

NOW THIS AGREEMENT WITNESSES as follows:

2. INTERPRETATION

In this Deed:

- 2.1 Words importing the one gender include reference to all the genders.
- 2.2 Words importing the singular include the plural and vice versa.
- 2.3 Words importing persons include companies and corporations and vice versa.
- 2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation, all their obligations can be enforced against all of them jointly and against each individually.
- 2.6 Any reference to a clause, schedule, paragraph or plan is to a clause, schedule, paragraph or plan in, to or attached to this Agreement, unless expressly stated otherwise.
- 2.7 Any reference to a colour or letter is to a colour or letter on the plans attached to this Agreement.
- 2.8 In the absence of contrary provision, any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.
- 2.9 A reference to writing or written excludes fax and email.
- 2.10 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 2.11 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and, in the case of the District Council, the successors to their functions as local planning authority.
- 2.12 The headings are for reference only and shall not affect construction.

3. DEFINITIONS

It is hereby agreed between the Parties set out in this Agreement that the following expressions have the following meanings:

- "Act"** the Town and Country Planning Act 1990 (as amended).
- "Application"** the application ascribed reference number DC/23/2144 and described as: "Variation of condition 1 of previously approved application reference DC/21/0057 (A phased development for the erection of 6no detached houses with associated landscaping, drainage and access improvements to Heather Way at Angell Sandpit, Storrington) to allow the submission of water neutrality information, revised plans in respect of plots 1-3 and revised construction access details. Variation of conditions 3, 5, 6, 10, 12, 13, 16, 17, 18 and 19".

“Application Site”	all that land at Angell Sandpit, Washington Road, Storrington, Pulborough, West Sussex RH20 4DE, registered at the Land Registry as “4 Angell Sands, Storrington, Pulborough” and to which the Application relates and identified on the Application Site Plan forming part of the Original Agreement.								
“Development”	the development of the Application Site pursuant to the Planning Permission.								
“Discharge Application”	The application submitted on 6 th February 2026 (and allocated reference S106/26/0005) for the purposes of discharging the Original Agreement.								
“Offsetting Site”	the following parcels of land: <table border="1"> <tr> <th>Title Number</th><th>Description on Title</th></tr> <tr> <td>WSX404209</td><td>Land at Lancasters Farm, Littleworth Lane, Partridge Green</td></tr> <tr> <td>WSX422849</td><td>Land on the South-East side of Littleworth Lane, Partridge Green</td></tr> <tr> <td>WSX227601</td><td>Land on the West Side of Littleworth Lane, Partridge Green</td></tr> </table>	Title Number	Description on Title	WSX404209	Land at Lancasters Farm, Littleworth Lane, Partridge Green	WSX422849	Land on the South-East side of Littleworth Lane, Partridge Green	WSX227601	Land on the West Side of Littleworth Lane, Partridge Green
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WSX227601	Land on the West Side of Littleworth Lane, Partridge Green								
	at which the Offsetting Measures detailed and defined in the Original Agreement were to be implemented, maintained and managed for the lifetime of the Development and identified on the Offsetting Site Plan forming part of the Original Agreement.								
“Offsetting Site Owners”	Offsetting Site Owner 1, Offsetting Site Owner 2, Offsetting Site Owner 3 and Offsetting Site Owner 4.								
“Original Agreement”	the section 106 agreement between (1) Brian Wilknsn and Michelle Lorraine Wilkinson; (2) Marcel Louis Hoad and Alison Helen Hoad; (3) Oliver Benbow Martin; (4) Anthony Martin; (5) Lynda Jane Martin; (6) Laura Natalie Hayter; and (8) Horsham District Council, dated 12th August 2024.								
“Planning Permission”	the planning permission granted by the District Council pursuant to the Application.								
“Position Statement”	the statement dated 14 September 2021 received by the Council from Natural England which shows that water abstraction for drinking water supplies in the SNWSZ is having a negative impact on the wildlife sites in the Arun Valley.								
“SNWSZ”	The Sussex North Water Supply Zone from where Southern Water supplies drinking water.								
“Southern Water”	The statutory undertaker responsible for the supply of water to the Development or any successor organisation which replaces it.								
“Water Neutral”	The use of water in the SNWSZ after the Development has taken place is the same or lower than it was before the Development so as to accord with the Position Statement and “Water Neutrality” shall be construed accordingly.								
“Withdrawal Statement”	The statement dated 31 October 2025 confirming that the Position Statement has been withdrawn and development within the SNWSZ no longer needs to be Water Neutral.								
“Working Day”	means Monday to Friday inclusive but excluding any day that is a bank holiday, public holiday or statutory holiday in England.								

4. ENABLING PROVISIONS

This Agreement is made pursuant to section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

5. DISCHARGE OF PLANNING AGREEMENT

The Parties agree that the Original Agreement shall hereby be discharged in its entirety and will cease to have any effect from the date of this Deed and shall not be capable of being enforced against the Owners or their successors in title, the Offsetting Site Owners or their successors in title or any other party either with respect to the Application Site or the Offsetting Site.

6. COSTS

6.1 The Owners have undertaken to pay on or before the date hereof the District Council's reasonable legal costs incurred in preparing and entering into this Agreement.

6.2 The Owners have undertaken to pay on or before the date hereof the Offsetting Site Owners' reasonable legal costs incurred in preparing and entering into this Agreement.

7. GENERAL

7.1 The Parties undertake that:

7.1.1 this Agreement constitutes a deed of discharge for the purposes of section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers;

7.1.2 this Agreement constitutes a deed;

7.1.3 nothing in this Agreement confers or is intended to confer a benefit on a third party under the Contracts (Rights of Third Parties) Act 1999; and

7.1.4 this Deed is enforceable by the District Council.

7.2 The Owners and the Offsetting Site Owners hereby undertake that:

7.2.1 this Agreement supersedes and replaces all previous negotiations whether oral or written;

7.2.2 the Owners and the Offsetting Site Owners have not relied on any express or implied statement warranty representation or undertaking given by or on behalf of the District Council; and

7.2.3 nothing herein contained excludes the liability of any party in relation to fraud.

7.3 If any provision in this Agreement shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.

7.4 This Agreement shall be governed by and interpreted in accordance with laws of England and the Parties submit to the exclusive jurisdiction of the courts of England.

7.5 References to the Application Site include any part of it.

7.6 References to the Offsetting Site include any part of it.

8. LOCAL LAND CHARGE

The Council shall remove the Deed from the Register of Local Land Charges as soon as reasonably practicable after the completion of this Deed of Discharge.

9. COUNTERPARTS

This Agreement may be executed in a number of counterparts, each of which constitutes a duplicate original, but all the counterparts together constitute one agreement.

IN WITNESS whereof this Agreement has been duly executed the day and year first hereinbefore mentioned

SIGNED as a DEED by
BRIAN WILKINSON



..... Signature

In the presence of:



W Signature

I CHRIS SAVAGE Print name

T 3 PALMER'S WAY Address 1

N NOTHING Address 2

E Address 3

S BN13 3DP Post code

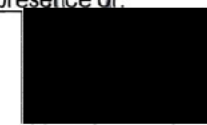
S DIRECTOR Occupation

SIGNED as a DEED by
MICHELLE LORRAINE WILKINSON



..... Signature

In the presence of:



W Signature

I CHRIS SAVAGE Print name

T 3 PALMER'S WAY Address 1

N NOTHING Address 2

E Address 3

S BN13 3DP Post code

S DIRECTOR Occupation

**EXECUTED as a DEED by
LEEDS BUILDING SOCIETY**
acting by an Attorney* in the presence of a witness

..... Signature of Attorney
..... Print name
..... Position held

In the presence of a witness:

..... Signature of witness
..... Print name
..... Position held

*Note: the Power of Attorney nominating the Attorney who signs this Deed on behalf of the Mortgagee must be submitted to the District Council with this Deed.

**SIGNED as a DEED by
MARCEL LOUIS HOAD
in their capacity as Chargee 1**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
ALISON HELEN HOAD
in their capacity as Chargee 1**

..... Signature

Mortgage Signatories

A Mortgage Signatory is authorised to be an attorney of the Society, or to attest the Society's Seal as a Sole Signatory, to execute and sign and deliver any deed or document or to take any action or actions that may be necessary or required, for the purpose of registering, varying, postponing, preserving, effecting, discharging or otherwise dealing in any manner and for any purpose with any residential mortgage, charge, assignment, lien, set-off or other security granted or intended to be granted in favour of the Society (or the title or benefit of which has been passed to the Society) and which secures or is intended to secure the indebtedness of any other obligation or obligations of any person or persons or entities to the Society. Signatories must act within the context of their specific role and responsibilities and within the CEO's Framework documented in Section 4. Authority to authorise Mortgage Signatories is delegated by the CEO to each member of EXCO. The following comprise Mortgage Signatories: Any employee or external Legal Services provider who an EXCO member may authorise from time to time in respect of that EXCO member's area of reporting responsibility.

Signatories within Customer Support:

- Lucas Justo - Customer Support Manager
- Megan Hulatt Customer Support Team Leader
- James Sheard- Customer Support Administrator
- Claire Shaw - Customer Support Administrator
- Kathryn Leather - Customer Support Administrator
- Kelly Blamforth- Smith- Process Adherence Specialist
- Selena Hughes – Customer Operations Manager
- Amber Tyne – Customer Support Team Leader
- Charlotte Evans – Customer Support Team Leader
- Catherine Clayforth – Senior Customer Administrator

Signatories outside of Customer Support:

- Yvonne Langley - Brook- Head of Mortgage Lending
- Ashleigh Wrighton - Specialist Underwriting Manager.
- Wayne North - DIP, Application Packaging & Completions Manager
- Claire Martin - Mortgage Processing Manager
- Alison Ferguson - Customer Outcomes Manager
- Leanne Outhwaite – Completions Team Leader
- Louise Davies – Admin Team Leader
- Chief Executive Officer & Chief Officers (excluding the Chief Information Officer)
- The Secretary
- Directors of (including Chief Information officer & Chief Internal Auditor)
- Head of Legal
- Head of Commercial Lending
- Collections also have a list of 3rd Parties

**EXECUTED as a DEED by
LEEDS BUILDING SOCIETY**
acting by an Attorney* in the presence of a witness

..... Signature of Attorney

..... Print name

..... Position held

In the presence of a witness:

..... Signature of witness

..... Print name

..... Position held

*Note: the Power of Attorney nominating the Attorney who signs this Deed on behalf of the Mortgagee must be submitted to the District Council with this Deed.

**SIGNED as a DEED by
MARCEL LOUIS HOAD**
in their capacity as Chargee 1



..... Signature

In the presence of:

W  Signature
I C-1 CUMBER Print name
T 3 THE SQUARE Address 1
N STARKINGTON Address 2
E WEST SUSSEX Address 3
S BN1 2 4DJ Post code
S STATE AGENT Occupation

**SIGNED as a DEED by
ALISON HELEN HOAD**
in their capacity as Chargee 1



..... Signature

In the presence of:

W. [REDACTED] Signature
I C-J CUMBAK Print name
T 3 THE SQUARE Address 1
N STORRINGTON Address 2
E WEST SUSSEX Address 3
S RH20 4DJ Post code
S ESTATE AGENT Occupation

SIGNED as a DEED by
SUSAN CAROL WHITTINGTON

..... Signature

In the presence of:

W. Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

SIGNED as a DEED by
KEITH JOHN WHITTINGTON

..... Signature

In the presence of:

W. Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
SUSAN CAROL WHITTINGTON**

[Redacted Signature]

..... Signature

In the presence of:

W Signature
I *Peter Galloway* Print name
T Address 1
N GWCA SOLICITORS Address 2
E 72/76 BROADWATER STREET WEST Address 3
S WORTHING WEST SUSSEX BN14 9DH Post code
S *Solicitor* Occupation

**SIGNED as a DEED by
KEITH JOHN WHITTINGTON**

[Redacted Signature]

..... Signature

In the presence of:

W Signature
I *Peter Galloway* Print name
T GWCA SOLICITORS Address 1
N 72/76 BROADWATER STREET WEST Address 2
E WORTHING WEST SUSSEX BN14 9DH Address 3
S Post code
S *Solicitor* Occupation

**SIGNED as a DEED by
MARCEL LOUIS HOAD
in their capacity as Beneficial
Owner 1**



..... Signature

In the presence of:



..... Signature

I CAROLINE CUMBER Print name

T 3 THE SQUARE Address 1

N STORINGTON Address 2

E WEST SUSSEX Address 3

S BN120 4DJ Post code

S ESTATE AGENT Occupation

**SIGNED as a DEED by
ALISON HELEN HOAD
in their capacity as Beneficial
Owner 1**



..... Signature

In the presence of:



..... Signature

I CAROLINE CUMBER Print name

T 3 THE SQUARE Address 1

N STORINGTON Address 2

E WEST SUSSEX Address 3

S BN120 4DJ Post code

S ESTATE AGENT Occupation

**SIGNED as a DEED by
JAMES WHITTAKER**

..... Signature

In the presence of:

**SIGNED as a DEED by
MARCEL LOUIS HOAD
in their capacity as Beneficial
Owner 1**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

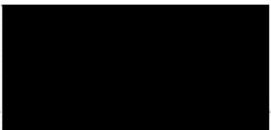
**SIGNED as a DEED by
ALISON HELEN HOAD
in their capacity as Beneficial
Owner 1**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

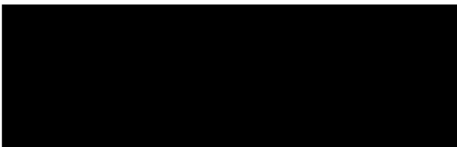
**SIGNED as a DEED by
JAMES WHITTAKER**

 Signature

In the presence of:

W.  Signature
I. Robin Hurst-Baird Print name
T. 21 Newlands Gardens Address 1
N. Amberley Address 2
E. Address 3
S. BN18 9FF Post code
S. Nurse Occupation

**SIGNED as a DEED by
SAMANTHA PADGHAM**

 Signature

In the presence of:

W.  Signature
I. Robin Hurst-Baird Print name
T. 21 Newlands Gardens Address 1
N. Amberley Address 2
E. W. Sussex Address 3
S. BN18 9FF Post code
S. Nurse Occupation

**SIGNED as a DEED by
THE CHORLEY AND DISTRICT BUILDING SOCIETY**

In the presence of a witness:

..... Signature of witness
..... Print name
..... Position held

The common seal of The Chorley and District
Building Society was hereunto affixed by order of
the board of directors in the presence of:

Signature of [Director][Secretary] [Solicitor]: _____

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
SAMANTHA PADGHAM**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
THE CHORLEY AND DISTRICT BUILDING SOCIETY**

In the presence of a witness:

..... Signature of witness

LEANNE KIRTON Print name

MORTGAGE ADMINISTRATOR Position held

The common seal of The Chorley and District
Building Society was hereunto affixed by order of
the board of directors in the presence of:

Signature of [Director] [Secretary] [Solicitor]:
Attorney

Dated: 12TH SEPTEMBER 2022

THE CHORLEY & DISTRICT BUILDING SOCIETY

Power of Attorney

THIS POWER OF ATTORNEY is made on 12/09 2022

BY

THE CHORLEY & DISTRICT BUILDING SOCIETY whose registered office is at Key House, Foxhole Road, Chorley, Lancashire. PR7 1NZ (the "Appointor").

OPERATIVE PROVISIONS

1. DEFINITIONS

In this Power of Attorney, the following words and expressions have the following meanings:

"Attorneys"

each of:

Elizabeth Pearson of 1 Torver Close, Wigan, WN3 5RP; and

David Shelley of 179 Beach Road, Hartford, Northwich, Cheshire, CW8 3AD,

each being an "Attorney"

2. APPOINTMENT OF ATTORNEY

2.1 The Appointor appoints the Attorneys jointly and severally to be its attorneys and, each of them to be its attorney, to:

2.1.1 approve, give, make, sign, execute and deliver documents (including, without limitation, any deed, contract, acknowledgement, deed discharge document, TR1 form, undertaking, advertisement, receipt, certificate, notice, instruction, letter or other document, whether governed by the laws of England and Wales or the laws of Scotland or otherwise) that may be necessary or desirable in connection with any lending, borrowing, mortgaging or remortgaging activity and/or the taking, enforcement and/or release of any security in each case in the ordinary course of the Appointor's business, on behalf of the Appointer; and

2.1.2 do all such other acts and things that may be necessary or desirable to enter into, deliver, complete and/or enforce any rights under, any such documents, including (without limitation) by affixing the common seal of the Building Society to any such documents, and being authorised for the purposes of 44(4) of the Building Society's Memorandum and Rules dated 26 May 2021 to be a counter-signatory to that common seal in connection with the execution of deeds by, or on behalf of, the Appointor.

2.2 The appointment of the Attorneys is effective from and including the date of this Power of Attorney set out above.

3. INDEMNITY

The Appointor will indemnify the Attorneys (to the extent permitted by applicable law) against all losses, liabilities, costs, damages and expenses that the Attorneys do or will incur or suffer, all claims or proceedings made, brought or threatened against the Attorneys by any person and all losses, liabilities, costs, damages and expenses the Attorneys do or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding, in each case arising out of anything lawfully done by the Attorneys (or either of them) under this Power of Attorney which is not a material breach of their duties or obligations (or the relevant Attorney's duties or obligations) to the Appointor.

4. EXTENT OF THE POWER OF ATTORNEY

4.1 This Power of Attorney will end:

- 4.1.1 automatically in respect of an Attorney upon the termination of employment of that Attorney with the Appointor; or
- 4.1.2 if the Appointor gives written notice revoking the Power of Attorney in respect of an Attorney, immediately on receipt of that notice by the relevant Attorney,
whichever occurs earliest, such time being the "**End Date**".

4.2 This Power of Attorney will be conclusively binding on the Appointor, both before and after the End Date, in favour of third parties who have not received notice of its revocation. This clause does not apply in respect of any actions taken by the Attorneys outside the scope of this Power of Attorney.

4.3 The exercise by the Appointor of any of the powers conferred on the Attorneys will not of itself be deemed to be a revocation of this Power of Attorney.

5. GOVERNING LAW

5.1 This Power of Attorney and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

5.2 The courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Power of Attorney, including, without limitation, in relation to any non-contractual obligations.

6. EXECUTION

The Appointor has executed this document as a deed and it is delivered on the date stated at the beginning of this document.

Executed as a deed by affixing
the common seal of
**THE CHORLEY & DISTRICT BUILDING
SOCIETY**
in the presence of:

)
)
)
)
)

Signature of director

The Common Seal of the
Chorley & District Building Society
was hereunto affixed by order of
the Board of Directors in the
presence of:

Signature of director

SIGNED as a DEED by
JONATHAN IAN DUNHAM

[Redacted Signature]

..... Signature

In the presence of:

W [Redacted Signature]
I [Redacted Signature]

..... Signature

..... Print name

T William M. Salmon Address 1

N Address 2

E 11A WATER LANE Address 3

S BASSINGHAM Post code

S LN59LA RETIRED Occupation

SIGNED as a DEED by
TRACEY ANNE DUNHAM

[Redacted Signature]

..... Signature

In the presence of:

V [Redacted Signature]

..... Signature

I MICHAEL BURBIDGE Print name

T MAY COTTAGE Address 1

N FEON ROAD Address 2

E HEIGHINGTON Address 3

S LN4 1TH Post code

S RETIRED - NHS MANAGER Occupation

SIGNED as a DEED by
NICHOLAS KAYWORTH

..... Signature

In the presence of:

**SIGNED as a DEED by
JONATHAN IAN DUNHAM**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
TRACEY ANNE DUNHAM**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
NICHOLAS KAYWORTH**

..... Signature

In the presence of:

W Signature
I P. C. H. CRAIG Print name
T The Old Coach House Address 1
N Bell Lane Address 2
E Locking Address 3
S BU29 0HU Post code
S Retired. Occupation

SIGNED as a DEED by
SALLY KAYWORTH

..... Signature

In the presence of:

W Signature
I HELOISE KING Print name
T Snyalata Address 1
N Locksash Close Address 2
E Chichester Address 3
S PO20 8QP Post code
S TEACHER Occupation

SIGNED as a DEED by
ANTHONY MARTIN

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

**SIGNED as a DEED by
SALLY KAYWORTH**

..... Signature

In the presence of:

W Signature
I Print name
T Address 1
N Address 2
E Address 3
S Post code
S Occupation

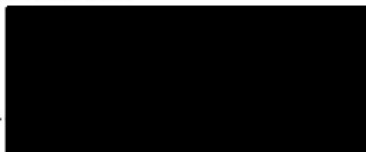
**SIGNED as a DEED by
ANTHONY MARTIN**

..... Signature

In the presence of:

W Signature
I FLONA LOUISE PARE Print name
T 10 HENNING ST Address 1
N LONDON Address 2
E Address 3
S SW11 5AR Post code
S DIRECTOR Occupation

SIGNED as a DEED by
LYNDA JANE MARTIN

.......... Signature

In the presence of:

W..... Signature
I FIONA LOUISE PARRE Print name
T 10 HENNING ST Address 1
N LONDON Address 2
E Address 3
S SW 11 3DR Post code
S DIRECTOR Occupation

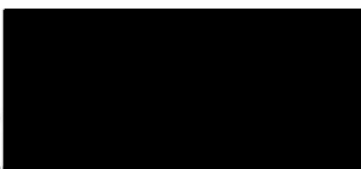
SIGNED as a DEED by
OLIVER BENBOW MARTIN /

.......... Signature

In the presence of:

W..... Signature
I FIONA LOUISE PARRE Print name
T 10 HENNING ST Address 1
N LONDON Address 2
E Address 3
S SW 11 3DR Post code
S DIRECTOR Occupation

SIGNED as a DEED by
LAURA NATALIE HAYTER

.......... Signature

In the presence of:

W Signature
I FIONA LOUISE PARE Print name
T 10 HENNING ST Address 1
N LONDON Address 2
E Address 3
S SW11 3DR Post code
S DIRECTOR Occupation

SEALED WITH THE COMMON SEAL of
HORSHAM DISTRICT COUNCIL
in the presence of:

.....
Authorised Officer

