

**Planning Obligation Agreement under Article 25 of the Planning and Building
(Jersey) Law 2002**

relating to the development of the former Kleinwort Benson House and West House, Wests
Centre, St Helier, Jersey

Dated

11th April

2019

The Chief Officer for the Environment (1)

Berkshire Capital (General Partner) Limited (2)

Wests Developments Limited (3)

Santander UK Plc (4)

DATE

11th April

2019

PARTIES

1. The Chief Officer for the Environment of States Offices, South Hill, St Helier, Jersey JE2 4US ("**the Chief Officer**");
2. Berkshire Capital (General Partner) Limited of St Mary's, The Parade, Castletown, Isle of Man, IM9 1LG ("**the Owner**"); and
3. Wests Developments Limited of 13-14 Esplanade, St Helier, Jersey JE1 1EE ("**the Developer**").
4. Santander UK Plc acting through its office at 2 Triton Square, Regent's Place, London NW1 3AN ("**the Lender**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site by hereditary purchase by contract dated 30th January 2015 from Peter Street Properties Limited.
- 2 The Lender has an interest in the Site by virtue of a judicial hypothec (*hypothèque judiciaire*) dated 30 January 2017
- 3 With the consent of the Owner, Dandara Jersey Limited submitted the Application (accorded the reference P/2019/0001) for planning permission for the Development.
- 4 Pursuant to Article 9(5)(b) of the Law, the Chief Officer referred the Application to the Planning Committee for determination by that Committee.
- 5 Having regard to the purposes of the Law, the Island Plan 2011 and all other material considerations the Planning Committee at its meeting on 7 March 2019 resolved to approve the grant of planning permission for the Development subject to the prior completion of this Agreement.
- 6 The Developer intends to acquire the Site from the Owner.
- 7 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
- 8 The parties acknowledge that this Agreement is legally binding.
- 9 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

For the purposes of this Agreement the following expressions shall have the following meanings:

"Agreement"	this agreement including the recitals and schedules hereto;
"Application"	the application for planning permission in respect of the Site and described as "Demolish existing. Construct 13 No. one bed and 35 No. two bed residential units with associated parking, bike store and landscaping." and given the reference P/2019/0001;
"Chief Officer"	the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"	the date on which any constructions works forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out to exclude, for the avoidance of doubt, any investigation of the Site, any clearance of the Site, removal of any asbestos from the Site and any demolition on the Site and "Commence" and "Commenced" shall be construed accordingly;
"Development"	the development of the Site as set out in the Planning Permit;
"Dwelling Unit"	a residential unit forming part of the Development to be constructed pursuant to the Planning Permit;
"Footpath Works"	the formation of new areas of public

	footpath to be created on Peter Street and Hilary Street in accordance with a specification consistent with the Footpath Works Plan;
"Footpath Works Plan"	the plan outlining the Footpath Works, a copy of which is contained in the Fifth Schedule;
"GST"	goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"	the all Items index of retail prices for Jersey as issued from time to time by the Statistics Unit to the States of Jersey;
"Interest"	interest at three per cent above the base lending rate of the Barclays Bank Plc from time to time;
"Island Plan 2011"	the States of Jersey Island Plan, 2011 (as amended from time to time);
"Law"	the Planning and Building (Jersey) Law 2002;
"Occupation", "Occupy" and "Occupied"	means occupation for the purposes permitted by the Planning Permit but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations;
"Pavement Contribution"	the sum of twenty five thousand pounds (£25,000) to be paid by the Owner or the Developer to the Treasurer of the States to be applied by PoSH for the purposes of altering the alignment of the pavement to improve pedestrian safety at the junction of Hilary Street with Hilgrove Street;

"PoSH"	means the Parish of St Helier;
"Planning Permit"	the planning permission for the Development granted by the Chief Officer pursuant to the Application, a copy of which is attached at the Second Schedule and references to the Planning Permit include where the context permits any variations to the said planning permission from time to time;
"Public"	the Public of the Island of Jersey;
"Public Realm Contribution"	the sum of sixty four thousand eight hundred pounds (£64,800) to be paid by the Owner or the Developer to the Treasurer of the States to be applied by the Minister for Infrastructure towards public realm improvement works consisting of improving the junction of Hilary Street with La Motte Street to aid pedestrian movement towards the nearest bus stops;
"Royal Court"	the Royal Court of the Island of Jersey;
"Site"	the site comprising the property known as West House and Kleinwort Benson House, Wests Centre, the whole as shown for the purposes of identification on the plan forming the First Schedule;

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 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 interchangeably in that manner.
- 2.4 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 unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement 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 Chief Officer the successors to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional upon:

- (i) the grant of the Planning Permit; and
- (ii) the Commencement of Development,

save for any relevant provision which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the said Court.

5 OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule. This Agreement shall be enforceable against any successor in title to the Owner and accordingly following disposal of the Site to the Developer, this Agreement shall be enforceable against the Developer and any person claiming or deriving title through or under the Developer to the Site (or any part or parts thereof).

6 CHIEF OFFICER COVENANTS

The Chief Officer jointly and severally covenants with the Owner and the Developer as set out in the Fourth Schedule.

7. PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner and/or the Developer from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Director - Development Control of Planning and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be addressed to the Director - Development Control of Planning at Planning and Building Services South Hill St Helier Jersey JE2 4US or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices served on the Owner and/or the Developer shall be deemed to have been properly served if sent by ordinary post to and addressed to such party at the address referred to above or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner and/or the Developer) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner and/or the Developer in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.
- 8.8 Nothing contained in this Agreement shall be construed as obviating the need for the Owner and/or the Developer to obtain or acquire from any third party

with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.

- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner and/or the Developer as contained in this Agreement.
- 8.10 The Owner and/or the Developer shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained in this Agreement.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged but this obligation shall not extend to the disposal to the Developer and any disposal of any individual Dwelling Units to a purchaser for his own, his family or his tenant's Occupation.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following the elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which such sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

14 GOODS AND SERVICES TAX

14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.

14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and the GST shall be paid accordingly.

15 LENDER'S CONSENT

The Lender acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Lender over the Site shall take effect subject to this Agreement PROVIDED THAT the Lender shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a person deriving title from the Owner.

16 COUNTERPART

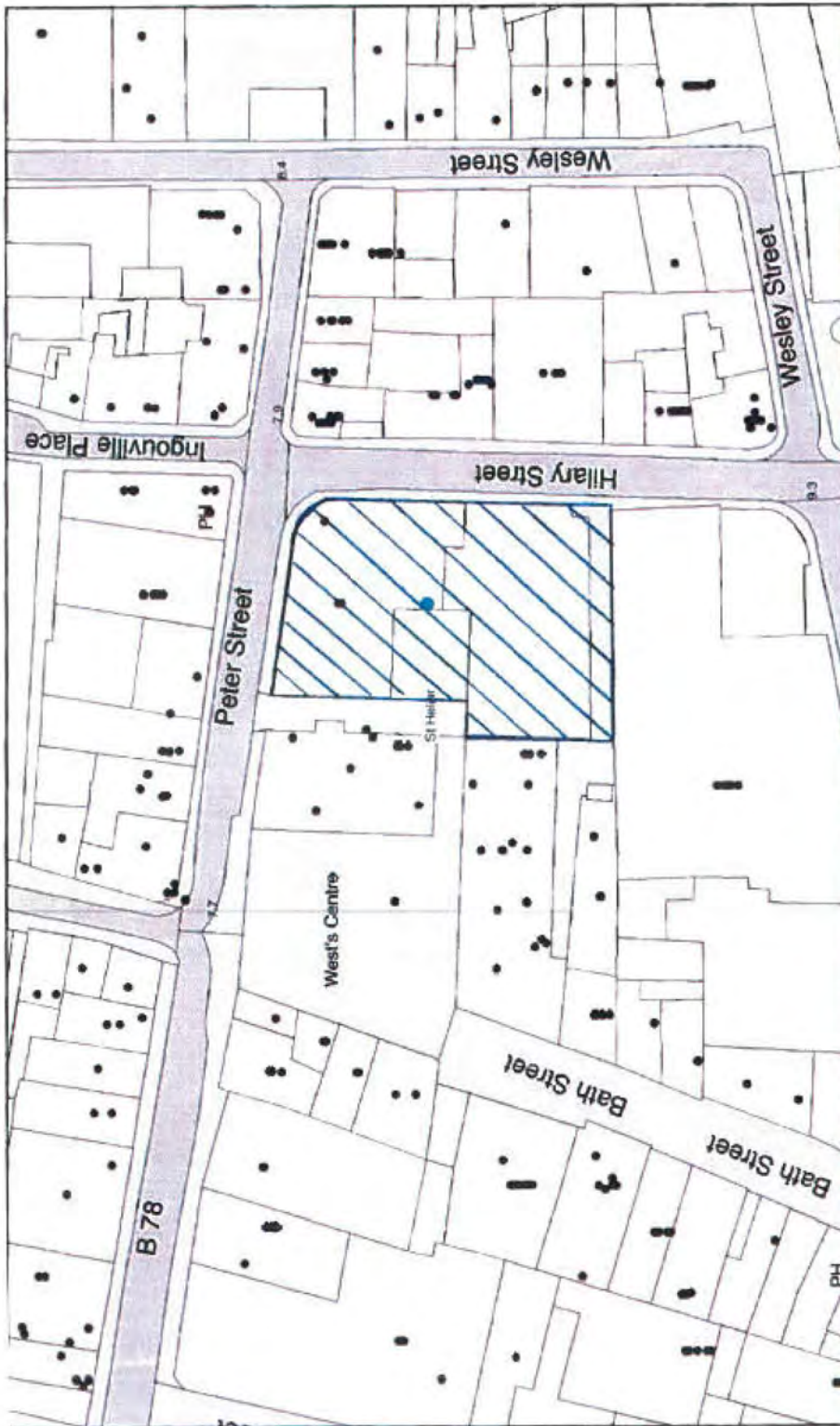
This Agreement may be executed in any number of counterparts by the parties hereto on different counterparts, but shall not be effective until each party has executed at least one counterpart and each counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same Agreement.

17 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of the Island of Jersey.

FIRST SCHEDULE

The Site



SCALE: 1:648
Licence No 21
© States of Jersey 2013



States of Jersey

Kleinwort Benson House
West's Centre
St Helier

APPLEBY
13 - 14 Esplanade
St Helier
Jersey
JE1 1BD



SECOND SCHEDULE

The Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0001

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, if representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission, **SUBJECT TO A PLANNING OBLIGATION AGREEMENT**, to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:
Demolish existing. Construct 13 No. one bed and 35 No. two bed residential units with associated parking, bike store and landscaping. 3D model available.

To be carried out at:
West Centre, Bath Street, St. Helier.

Reason For Approval:

The proposed development is considered to be acceptable having due regard all of the material considerations raised. In particular, the development has been assessed against Policy SP1, SP2, SP3, SP6, GD1, GD7, H6 and TT4 of the Adopted Island Plan 2011 (Revised 2014), which allow for the development of sites in the Built-Up Area for residential use where these are of good design, would not have an unreasonable effect on neighbouring users and are sustainable.

In this case, the proposal will provide a reduced level of on-site car parking judged against the current adopted standards, but will incorporate a car share scheme, bike parking and electric charge points. The replacement building will improve the appearance of the area, provide good quality accommodation exceeding the minimum standards, include public realm improvements and encourage other more sustainable transport options. In this instance this reduced ratio of parking spaces to units is considered acceptable given the central location of the site within St. Helier, and current congestion and air pollution concerns on the narrow streets surrounding the site. Overall the proposal is therefore regarded as acceptable.

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0001

This permission is granted subject to compliance with the following conditions and approved plan(s):

- A. The development shall commence within three years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Conditions:

1. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Department of the Environment. The approved materials shall be implemented in full and thereafter retained and maintained as such.
2. No part of the development hereby permitted shall be begun until a scheme of landscaping, to include the Percentage For Art contribution towards paving works and tree planting, has been submitted to and approved in writing by the Department of the Environment. The scheme of landscaping shall provide details of the following:
 - i) the position of all new trees and/or shrubs, this must include the species of plant(s)/tree(s) to be planted, their size, number and spacing and the means to be used to support and protect them;
 - ii) other landscape treatments to be carried out including any excavation works, surfacing treatments, or means of enclosure including a replacement gateway on Peter Street, and;
 - iii) a landscape management plan for the maintenance of the landscaped areas.Once agreed, the approved scheme shall be implemented in full and thereafter retained as such.
3. No part of the development hereby approved shall be occupied until all hard and soft landscape works as indicated on the approved plan have been carried out in full. Following completion, the landscaping areas shall be thereafter maintained as such.
4. A Travel Plan Co-Ordinator shall be appointed prior to commencement of the development hereby approved, to carry out the ambitions of the Travel Plan, which shall cover a 5 year time period to commence on the date of 75% of the building being occupied.
5. Prior to the development being brought into first use, visibility splays

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0001

shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be retained thereafter and no visual obstruction of any kind over the height of 600mm shall be erected within them.

6. No part of the development hereby approved shall be occupied until the car parking and cycle parking facilities as indicated on the approved Proposed Ground Floor Plan (Drawing Number 101 P13) and to accord with the consultation response from GH&E-Transport dated 28/01/19 regarding type of rack, have been wholly constructed. The facilities shall thereafter be retained solely for the use of occupants of the development and retained as such.
7. No part of the development hereby approved shall be occupied until the electric car and bike charging facilities have been wholly constructed in accordance with the agreed details. The facilities shall thereafter be retained solely for the use of occupants of the development.
8. The existing connections to the foul and surface water sewers shall be protected during demolition and construction phases.
9. Prior to the occupation of any part of the development hereby approved, the Percentage for Art contribution shall be delivered on site, in accordance with the details submitted in the approved Percentage for Art Statement.
10. The findings and required mitigation measures outlined in the Ecology Assessment (Nurture Ecology 21/06/18) shall be implemented prior to the commencement of development, continued throughout the phases of development (where applicable) and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Department of the Environment prior to works being undertaken.

Reasons:

1. To promote good design and to safeguard the character and appearance of the surrounding area, in accordance with Policies GD1 and GD7 of the Adopted Island Plan 2011 (Revised 2014).
2. To safeguard the character and appearance of the area in accordance with Policies GD1, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
3. To ensure that the benefits of the approved landscaping scheme are carried out and completed, making a positive contribution to the amenities of the site in accordance with Policies GD1, GD7, NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).
4. To meet the targets of the Travel Plan, and to comply with Policy GD1 and TT9 of the Adopted Island Plan 2011 (Revised 2014).
5. In the interests of highway safety, in accordance with Policy GD1 of the

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0001

Adopted Island Plan 2011 (Revised 2014).

6. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
7. In the interests of promoting sustainable patterns of development, in accordance with Policies TT9 and SP6 of the Adopted Island Plan 2011 (Revised 2014).
8. To allow for their reuse, to accord with the requirements of GH&E Drainage.
9. To ensure that an appropriate art contribution is provided on site, in accordance with policy GD8 of the Adopted Island Plan 2011 (Revised 2014).
10. To ensure the protection of all protected species in accordance with Policies NE1, NE2 and NE4 of the Adopted Island Plan 2011 (Revised 2014).

FOR YOUR INFORMATION:

Informative 1: The applicant's attention is drawn to the requirements of the Parish of St Helier as set out in their letter dated 06/02/19 including retention of the car spaces for residents only, choice of pavement surfacing materials and refuse collection details.

Informative 2: Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should be aware of the possible presence of ASBESTOS within the development site. It is recommended that further advice is sought from a suitably qualified professional prior to the commencement of development so as to reduce the risk to public health.

Informative 3: Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance on The Control of Dust and Emissions from Construction and Demolition, which can be found online at:
http://www.london.gov.uk/thelondonplan/guides/bpg/bpg_04.jsp

Informative 4: Given comments received during the assessment of the application, the States of Jersey recommends that the applicant should refer to the guidance contained in the document 'Guidelines on Noise Control for Construction Sites' which is available online at
<http://www.gov.je/Industry/Construction/Pages/ConstructionSite.aspx> and 'British Standard BS5228:2009 Code of Practice for Noise and Vibration Control on Construction and Open Sites'.

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Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2019/0001

The approved plans can be viewed on the Planning Register at www.gov.je/planning

The following plans have been approved:

1. Location Plan
2. Proposed Site Plan 3478-100-P5
3. Proposed Ground Floor Plan 3478-101-P13
4. Proposed First Floor Plan 3478-102-P10
5. Proposed Second Floor Plan 3478-103-P10
6. Proposed Third Floor Plan 3478-104-P10
7. Proposed Fourth Floor Plan 3478-105-P10
8. Proposed Fifth Floor Plan 3478-106-P11
9. Proposed Roof Plan 3478-107-P6
10. Proposed Context North and East Elevations 3478-300-P7
11. Proposed Context South and West Elevations 3478-301-P6
12. Proposed North and East Elevations 3478-302-P7
13. Proposed South and West Elevations 3478-303-P7
14. Typical Unit Layouts 3478-400-P2
15. Proposed Facade Details Bay 1 and 2 3478-500-P4
16. Proposed Facade Details Bay 3 and 4 3478-501-P4
17. Proposed Landscape Plan 3478-900-P4
18. Proposed Sections A-A & B-B 3478-200-P5
19. Visibility Splay and Vehicle Tracking 101-P1

DECISION DATE: NOT YET DECIDED

The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

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THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

COMMENCEMENT

- 1 Not to Commence the Development until the Owner or the Developer (as the case may be) has given to the Chief Officer seven (7) days' notice in writing of its intention so to do.

CONTRIBUTIONS

- 2 To pay each of the Public Realm Contribution and the Pavement Contribution to the Treasurer of the States prior to the Commencement of the Development.
- 3 Not to Commence the Development until such time as each of the Public Realm Contribution and the Pavement Contribution has been paid to the Treasurer of the States.

FOOTPATH WORKS AND TRANSFER

- 4 To carry out and complete the Footpath Works at the cost of the Owner or the Developer (as the case may be) prior to the Occupation of any part of the Development.
- 5 Not to Occupy any part of the Development until such time as the Footpath Works have been carried out and completed.
- 6 Following completion of the Footpath Works to transfer to the PoSH free of charge upon request by the PoSH that part of the Site upon which any of the Footpath Works have been carried out so that the Footpath Works thereby will form part of the PoSH by-road

FOURTH SCHEDULE

Chief Officer's covenants

1. The Chief Officer hereby covenants with the Owner and/or the Developer (as applicable) to use all sums received by the Treasurer of the States from the Owner and/or the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
2. The Chief Officer covenants with the Owner and/or the Developer (as applicable) that he will procure or arrange that the Treasurer of the States will pay to the Owner and/or the Developer such amount of any payment made by the Owner and/or the Developer to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement within four years of the date of receipt by the Treasurer of the States of such payment.

FIFTH SCHEDULE
Footpath Works Plan



Peter Street


Hilary Street

Signed on behalf of the Chief Officer

by


in the presence of

this day of 2019

Signed  Limited

by

I. G. Jones, Authorised Signatory

in the presence of 

this 8th day of April 2019

Signed on behalf of Wests Developments Limited

by

in the presence of

this day of 2019

Signed on behalf of Santander UK Plc

by

in the presence of

this day of 2019

Signed on behalf of the Chief Officer

by

in the presence of

this day of 2019

Signed on behalf of Berkshire Capital (General Partner) Limited

by

in the presence of

this day of 2019

Signed on behalf of Wests Developments Limited

by

in the presence of

this day of 2019

Signed on behalf of [Redacted] UK Plc

by [Redacted]

MICHAEL THOMPSON

in the presence [Redacted]

this 8th day of APRIL 2019

AWKINS GAIL MAHONY
A BIRCHBROOK ROAD
HUMM
WA13 9RL