

IN DUPLICATE

DATED 24TH MARCH 2016

BARNSELY METROPOLITAN BOROUGH COUNCIL

and

YORKSHIRE HOUSING LIMITED

and

HCC INTERNATIONAL INSURANCE COMPANY PLC

AGREEMENT

under Sections 72 and 278 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 relating to highway improvements Lamb Lane and Garden House Close Monk Bretton Barnsley South Yorkshire

A.C. Frosdick, LL.B., DipLG,
Director of Legal and
Governance
Town Hall
Barnsley
S70 2TA

THIS AGREEMENT is made the 24th day of March

Two thousand and ~~fifteen~~ sixteen

BETWEEN

1. **BARNSELEY METROPOLITAN BOROUGH COUNCIL** of the Town Hall
Barnsley South Yorkshire S70 2TA ("**the Council**")
2. **YORKSHIRE HOUSING LIMITED** (Registered Company number IP030443)
whose registered office is at Dyson Chambers 12-14 Briggate Leeds LS1
6ER ("**the Company**")
3. **HCC INTERNATIONAL INSURANCE COMPANY PLC** (Company number
01575839) whose registered office is at 1 Aldgate, London, EC3N 1RE
("**the Surety**")

INTERPRETATION

In this Agreement:-

"**the Act**" means the Highways Act 1980 as amended by the New Roads and Street Works Act 1991

"**the Blue Land**" means the land shown coloured blue on Drawing number 13T691-110 revision P4 attached at Schedule 1 hereto which is intended to become highway maintainable at public expense as provided herein

"**CDM Regulations**" means the Construction (Design and Management) Regulations 2007

"**Certificate of Completion**" means the certificate to be issued by the Highways Officer upon the satisfactory completion of the Works

"**the Company**" includes the successors in title and assigns of the Company

“Conditions of Contract” means the Institution of Civil Engineers- Conditions of Contract with such additions or amendments thereto as may be approved by the Highways Officer

“the Development” means the residential development at the Site for which planning permission has been granted under Reference 2014/1249 dated 6th February 2015

“the Drawings” means the drawings listed and attached at Schedule 1 hereof

“the Final Certificate” means the certificate to be issued by the Highways Officer upon the satisfactory expiration of the Maintenance Period

“the Highway” means the highways called Lamb Lane and Garden House Close at Monk Bretton Barnsley

“the Highways Officer” means the Head of Highways Engineering and Transportation for the time being of the Council and includes any professional officer appointed by him for the purpose of the supervision or inspection of the Works

“the Maintenance Period” means a period of twelve calendar months from the date of the issue of the Certificate of Completion

“the Section 115 Agreement” means an agreement entered into between the Council and a relevant sewerage undertaker pursuant to section 115 of the Water Industry Act 1991 to allow connections of highway drainage to the public sewerage system made pursuant to or ancillary to the Works

“the Site” means the land to the east of Lamb Lane at Monk Bretton Barnsley

“the Supervision Fee” means the sum of £6,042.28 (six thousand and forty two pounds and twenty eight pence) being the fees which are estimated will be incurred by the Council in checking and approving the drawings site inspections and administration of the Works of which a sum of £4,000.00 (four thousand pounds)

has already been paid to the Council receipt of which is hereby acknowledged

“the Specification” means the Specification for Highway Works published by HMSO with all amendments up to the date hereof

“the Works” means the works described generally in Schedule 2 hereof and indicated in outline on the Drawings and any amended or additional works as provided for herein

Clause headings are for ease of reference only and shall not form part of this Agreement for the purposes of its construction or interpretation

WHEREAS

- (1) The Council is the Highway Authority for the purposes of the Act
- (2) The Company has the benefit of planning permission for the Development at the Site and the Council and the Company are desirous that the Works shall be carried out to facilitate the Development
- (3) The Works are wholly required to improve access to the Site to a standard required for traffic safety and thus facilitate the Development and the Company will derive a special benefit if the Works are executed and the Surety has agreed to join in this Agreement to guarantee the obligations of the Company hereinafter contained and to be bound in the manner hereinafter appearing
- (4) The Company is at the date hereof the freehold owner in possession of part of the Site which includes parts of the Blue Land
- (5) The Council is the freehold owner of the remaining parts of the Site and Blue Land which the Council has agreed to sell to the Company
- (6) The Company and the Council both enter into this Agreement with the intention that the Blue Land shall be dedicated as a highway for use by the public

and shall become a highway maintainable at the public expense as provided for herein

(5) The Company shall execute or procure the execution of the Works as agent for and on behalf of the Council

(6) This Agreement is made pursuant to Sections 72 and 278 of the Act and Section 111 of the Local Government Act 1972 and the Council is satisfied that it will be of benefit to the public

(7) Nothing herein contained shall operate to restrict or prejudice the powers duties and rights of the Council under the Highways Act 1980 and the New Roads and Street Works Act 1991

NOW IT IS HEREBY AGREED by and between the parties as follows:-

1. CONSENT TO WORK IN THE HIGHWAY

1.1 The Council shall during such hours of working as may be agreed in advance with the Highways Officer permit the Company to enter upon the Highway for the purpose of carrying out the Works and all matters in connection with the carrying out of the Works

2. EXECUTION OF THE WORKS

2.1 The Company shall at its own expense for the purpose of carrying out the Works:-

- (a) carry out surveys as required by the Highways Officer of the Highway and the Site
- (b) carry out site investigation works
- (c) appoint a designer approved by the Highways Officer to design a scheme for the Works (including all necessary drawings and

documents to be approved by the Council) ("**the Approved Documents**")

- (d) appoint a contractor approved by the Highways Officer for the construction of the Works in accordance with a form of contract which shall be approved by the Highways Officer ("**the Contract**")

2.2 The Company shall:

- (a) procure the provision in writing of a programme and timetable for the Works which shall be submitted to and approved by the Highways Officer prior to the commencement of the Works or any part thereof ("**the Approved Programme**")
- (b) upon the request of the Highways Officer procure the provision of a written programme and timetable for any temporary traffic arrangements or any other measures which may be necessary or required in connection with the carrying out of the Works which shall be submitted to and approved by the Highways Officer prior to the commencement of the Works or any part thereof and shall comply with any further requests of the Highways Officer at any time during the carrying out of the Works
- (c) procure that the Works are carried out at its own expense in a good and workmanlike manner with proper and suitable materials to the reasonable satisfaction of the Highways Officer in accordance with the Specification and the Approved Documents and once commenced to proceed diligently with the Works and to use reasonable endeavours to complete the Works in accordance with the Approved Programme and in any case within two years from the date of this Agreement

- (d) before the commencement of the Works take whatever steps are necessary to locate and identify any services apparatus and equipment of any utility company Local Authority or other body which is situated in on under or over the Highway or which may otherwise be affected by the Works and shall supply to the Highways Officer copies of all consultations which have been carried out copies of all consents and approvals obtained and details of any diversion or other works required to any services equipment or apparatus affected by the Works

("Apparatus Works")

- (e) carry out and complete the Apparatus Works at its own expense and in the same manner as the Works
- (f) procure compliance with all conditions and requirements imposed by any utility company local authority or other body in respect of any services equipment or apparatus affected by the Works
- (g) give the Highways Officer free access to the Site as is reasonably necessary for the proper inspection of the Works
- (h) procure that the Works are undertaken pursuant to the CDM Regulations
- (i) ensure the Works comply in every respect with the latest edition of Chapter 8 of the Traffic Signs Manual published by the Department of Transport
- (j) at its own expense arrange for all materials and soils in connection with the Works to be tested by a UK Accreditation Service (NAMAS) accredited laboratory and shall submit the test results to the Highways

Officer and meet the costs of any further testing required by the
Highways Officer

- 2.3 In the event the Highways Officer determines that any variations to the Works are required the Highways Officer shall notify the Company as soon as reasonably practicable of any revised or additional works which may be necessary and the Company shall carry out and complete the revised or additional works at its own expense and in the same manner as the Works

3. FEES AND COSTS

- 3.1 The Company shall on the completion of this Agreement pay to the Council:

- (i) the remaining balance of the Supervision Fee; and
- (ii) the sum of £1,000.00 being the Council's legal fees in the preparation and completion of this Agreement

- 3.2 In the event the fees incurred by the Council exceed the Supervision Fee the Highways Officer shall provide a certified estimate of the sum of the increased fees and the Company shall pay the said sum of the increased fees to the Council within 28 days of receiving a written request therefor

4. CERTIFICATES AND MAINTENANCE PERIOD

- 4.1 The Company may at any time when it believes the Works have been completed notify the Highways Officer in writing whereupon the Highways Officer shall make arrangements to inspect the Works and if the Works have been completed to his satisfaction the Highways Officer shall issue the Certificate of Completion to the Company or if not the Highways Officer shall notify the Company of any outstanding items and the Company shall provide the Highways Officer with a program for their completion

- 4.2 The Company shall at its own expense maintain the Works and the Blue Land throughout the Maintenance Period and shall make good any defects or damage arising or occurring in the Works during that period to the satisfaction of the Highways Officer
- 4.3 After the expiration of the Maintenance Period the Company shall submit to the Highways Officer in an electronic format 'as-built' drawings and the whole of the Health and Safety file pursuant to the CDM Regulations and then provided the Company has made good any defects or damage to the entire satisfaction of the Highways Officer and provided that all monies due to the Council hereunder have been paid the Highways Officer shall issue the Final Certificate to the Company
- 4.4 For the avoidance of doubt the covenants on the part of the Company contained in Clause 6 of this Agreement shall not be affected by the issue of the Final Certificate

5. DEDICATION AND ADOPTION OF THE BLUE LAND

- 5.1 Upon the issue of the Certificate of Completion the Company (and the Council in the event the transfer of the Council's land to the Company is not completed at that time) shall be deemed to have dedicated the Blue Land as highway for use by the public and the Company shall not grant any wayleave licence easement or right in respect of any part(s) of the Blue Land without the written consent of the Council
- 5.2 Upon the issue of the Final Certificate the Blue Land shall become highway maintainable at the public expense

6. COMPENSATION AND INDEMNITY

- 6.1 The Company will on demand reimburse the Council with all expenditure it may properly incur in relation to any valid and proper claims made pursuant to the Noise Insulation Regulations 1975 or Part I of the Land Compensation Act 1973 arising from the use of the Highway as altered by the Works and the Roads constructed by the Works together with the reasonable legal costs and surveyor's fees incurred either by the Council or any third party whose costs the Council is legally obliged to pay in connection with the processing and settlement of any such claims
- 6.2 The Company will indemnify and keep indemnified the Council against all costs actions proceedings claims demands damages and losses of whatever nature arising out of the non-observance non-performance or other breach of the Company's obligations under this Agreement and all claims demands damages and losses of whatever nature which may be suffered by the Council due to any reason connected with the carrying out of the Works
- 6.3 The Company will indemnify and keep indemnified the Council against all costs actions proceedings claims demands damages and losses of whatever nature arising as a consequence of the discharge of water or any other substance or material whatsoever from the highway drainage system
- 6.4 The Company shall insure or shall procure that the Contractor carrying out the Works shall insure against any damage loss or injury which may occur to any property or person arising by or out of the execution of the Works otherwise than due to any act or omission of the Council and such insurance shall be effected prior to the commencement of the Works with an insurer on terms approved by the Council (such approval not to be unreasonably

withheld or delayed) for at least the sum of £10,000,000 for each and every claim

6.5 The Company shall be responsible for:

- (a) all of the costs that the Council may incur in entering into a section 115 Agreement including any costs the sewerage undertaker may charge under the Section 115 Agreement for technical administrative supervisory or legal costs from time to time
- (b) notifying the relevant sewerage undertaker of their intention to commence drainage connection works
- (c) carrying out any maintenance or remedial works required by the sewerage undertaker pursuant to the Section 115 Agreement; and
- (d) shall indemnify the Council against all losses liabilities claims costs damages and expenses arising from any claim by a sewerage undertaker any person or competent authority arising from or ancillary to the connection of the highway drains to the public sewer

7. DETERMINATION BY THE COUNCIL

- 7.1 In the event the Company fails to perform or observe any of the obligations herein contained or if a receiving order in bankruptcy is made against the Company or of the Company is wound up or enters into a composition or arrangement (otherwise than for the purpose of amalgamation or reconstruction) the Council may without prejudice to any of its rights claims or remedies against the Company for such non-performance or non-observance determine this Agreement by notice in writing to the Company sent to the address stated in this Agreement Subject always to the provisions of clauses 8 and 9 hereof

8. DEFAULT POWERS

- 8.1 Without prejudice to clauses 5 and 7 hereof if the Company fails to execute or complete the Works in accordance with the Company's obligations hereunder the Council shall be entitled to execute or complete the Works in default by its own employees contractors or otherwise and to recover from the Company all of the costs incurred by the Council thereby as certified in writing by the Highways Officer Provided that this default power shall only be exercisable by the Council after at least twenty eight days notice of that intention has been given in writing to the Company and the Surety and none of those parties has commenced action to remedy any breach non-observance or non-performance during that time

9. SURETY'S OBLIGATIONS

- 9.1 The Surety hereby covenants with the Council that if at any time the Company fails to observe or perform any of the obligations or covenants herein contained or if circumstances shall arise which would entitle the Council to terminate this Agreement then without prejudice to any other rights and remedies of the Council against the Company under this Agreement or under statutory powers the Surety shall pay to the Council such sum or sums which become due under this Agreement and which the Company would have been liable to pay under the terms hereof Provided that the total liability of the Surety under this clause shall not exceed the sum of £29,175.44 (twenty nine thousand one hundred and seventy five pounds and forty four pence)
- 9.2 The Surety shall not be discharged or released from its liability under this Agreement by any arrangement made between the Company and the Council

or by any alteration in their respective obligations or by any forbearance whether as to payment performance or otherwise made with or without the assent of the Surety

- 9.3 The Surety shall only be released from its liability hereunder once the Council's Final Certificate has been issued pursuant to this Agreement unless otherwise agreed in writing by the Council

10. IT IS HEREBY AGREED AND DECLARED as follows:-

- 10.1 If at any time prior to the commencement of the Works the Company wishes to terminate this Agreement it may do so by giving notice to the Council accompanied with the written consent of the Surety and the Council shall give the Company an account of all abortive costs reasonably and properly incurred by the Council in respect of this Agreement Within 28 days from the date of that account if that account shows that the payments made by the Company under the foregoing provisions of this Agreement have exceeded those costs the Council shall refund that excess and if that account shows that those costs exceed the payment made by the Company under the foregoing provisions of this Agreement the Company shall pay to the Council a sum equal to that excess
- 10.2 That for the purpose of carrying out its obligations under this Agreement but for no other purpose whatsoever the Company will act as agent for and on behalf of the Council
- 10.3 The Company is to act as the only client in respect of the Works pursuant to the CDM Regulations

- 10.4 None of the residential dwellings constructed on the Development pursuant to the planning permission shall be occupied and used for habitable purposes until the Completion Certificate has been issued by the Highways Officer
- 10.5 Any monies due to be paid under the provisions of this Agreement shall be paid within twenty one days of the due date or if not paid within that period shall bear interest at 3% above the Base Rate of Barclays Bank Plc for the time being such interest being payable from the due date to the date of payment
- 10.6 Once executed the Contract shall be deemed incorporated in this Agreement insofar as it is applicable and does not conflict with the provisions herein
- 10.7 The Company shall not assign any of its rights and obligations arising under this Agreement without the prior written consent of the Council
- 10.8 Any notice or demand required by this Agreement to be given or made shall be in writing
- 10.9 The land which is to be benefited by the Works is the land to which the planning application hereinbefore referred to relates
- 10.10 This Agreement will be of benefit to the public
- 10.11 In the event of any dispute or difference between the parties hereto arising as to the construction of this Agreement or any of the provisions hereof such dispute or difference shall be referred to the President for the time being of the Institution of Civil Engineers whose decision shall be final and binding on the parties hereto Provided that nothing in this clause shall authorise the reference to arbitration of any question as to whether the whole or any part of the Works has been carried out and completed to the satisfaction of the Highways Officer

SCHEDULE 1
THE DRAWINGS

13T691-108 revision P4

13T691-109 revision P2

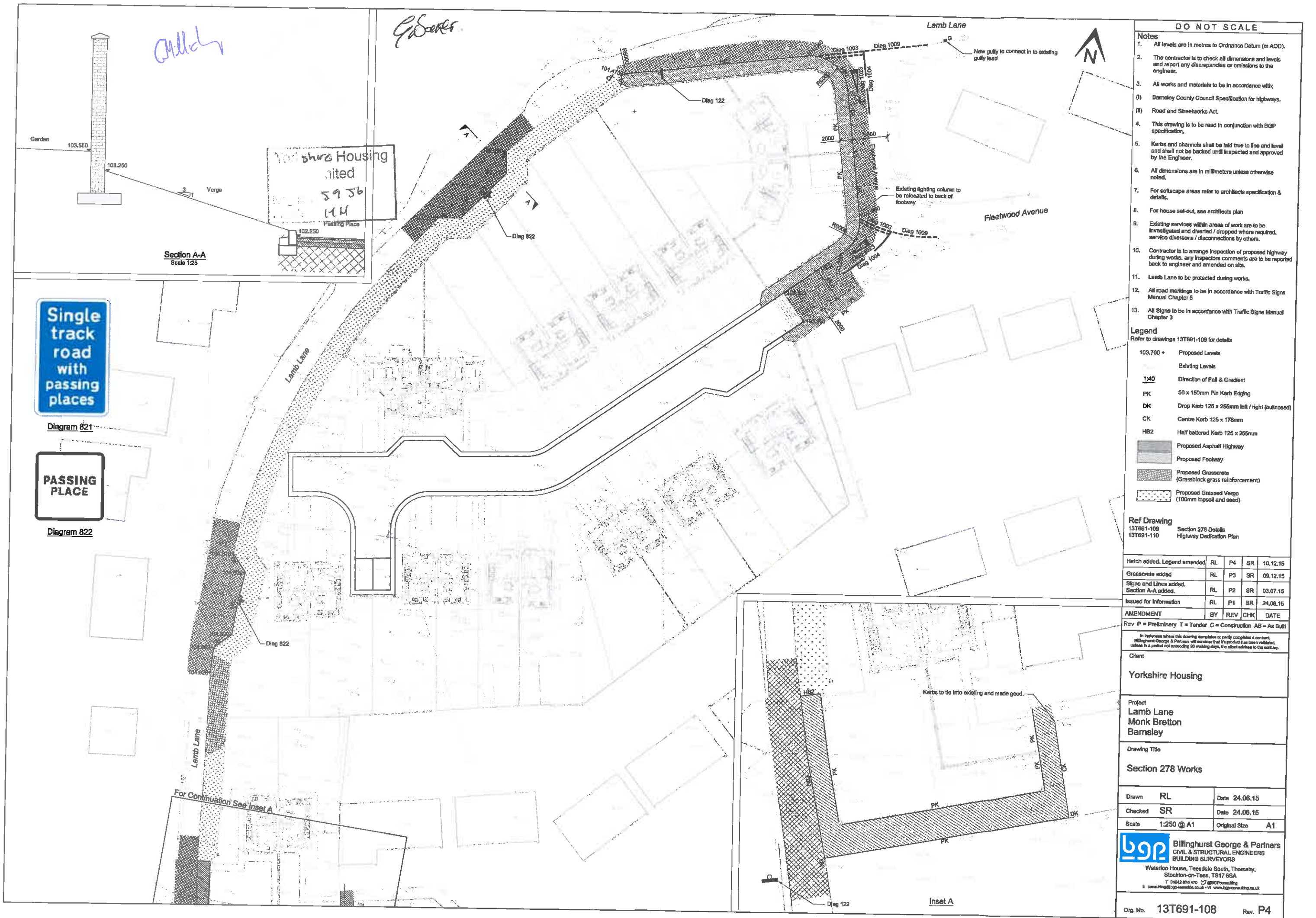
13T691-110 revision P4

Street Lighting Arrangement 1

Street Lighting Arrangement 1A

SCHEDULE 2
THE WORKS

- a) Construction of no. 2 new passing places;
- b) Construction of footway between Lamb Lane and Garden House Close
- c) Construction of footways to Lamb Lane and Fleetwood Avenue
- d) Kerbing and edgings to new footway;
- e) Construction of gulley and associated drainage;
- f) Associated signing and lining works;
- g) Amendments to street lighting;
- h) Any works ancillary to the above.



DO NOT SCALE

Notes

- All levels are in metres to Ordnance Datum (m AOD).
- The contractor is to check all dimensions and levels and report any discrepancies or omissions to the engineer.
- All works and materials to be in accordance with:
(i) Barnsley County Council Specification for highways.
(ii) Road and Streetworks Act.
- This drawing is to be read in conjunction with BGP specification.
- Kerbs and channels shall be laid true to line and level and shall not be backed until inspected and approved by the Engineer.
- All dimensions are in millimeters unless otherwise noted.
- For softscape areas refer to architects specification & details.
- For house set-out, see architects plan
- Existing services within areas of work are to be investigated and diverted / dropped where required, service diversions / disconnections by others.
- Contractor is to arrange inspection of proposed highway during works, any inspection comments are to be reported back to engineer and amended on site.
- Lamb Lane to be protected during works.
- All road markings to be in accordance with Traffic Signs Manual Chapter 5
- All Signs to be in accordance with Traffic Signs Manual Chapter 3

Legend
Refer to drawings 13T691-109 for details

103.700 +	Proposed Levels
	Existing Levels
1:40	Direction of Fall & Gradient
PK	50 x 150mm Pin Kerb Edging
DK	Drop Kerb 125 x 255mm left / right (bullnosed)
CK	Centre Kerb 125 x 178mm
HB2	Half battered Kerb 125 x 255mm
	Proposed Asphalt Highway
	Proposed Footway
	Proposed Grasscrete (Grassblock grass reinforcement)
	Proposed Grassed Verges (100mm topsoil and seed)

Ref Drawing
13T691-109 Section 278 Details
13T691-110 Highway Dedication Plan

Hatch added. Legend amended	RL	P4	SR	10.12.15
Grasscrete added	RL	P3	SR	09.12.15
Signs and Lines added. Section A-A added.	RL	P2	SR	03.07.15
Issued for Information	RL	P1	SR	24.06.15

AMENDMENT

BY	REV	CHK	DATE
Rev P = Preliminary	T = Tender	C = Construction	AS = As Built

In instances where this drawing completes or partly completes a contract, Billingham George & Partners will consider that its product has been validated, unless in a period not exceeding 90 working days, the client advises to the contrary.

Client
Yorkshire Housing

Project
Lamb Lane
Monk Bretton
Barnsley

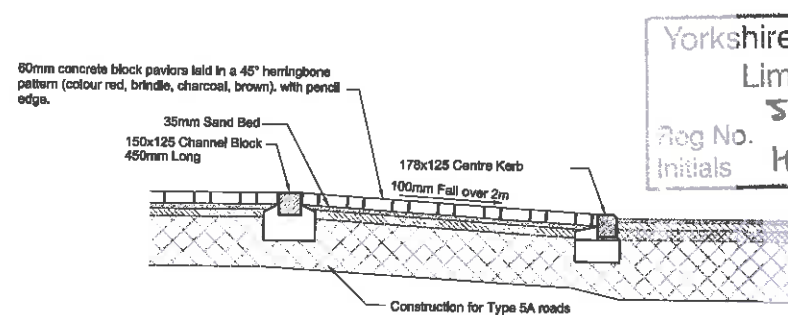
Drawing Title
Section 278 Works

Drawn	RL	Date	24.06.15
Checked	SR	Date	24.06.15
Scale	1:250 @ A1	Original Size	A1

Billinghurst George & Partners
CIVIL & STRUCTURAL ENGINEERS
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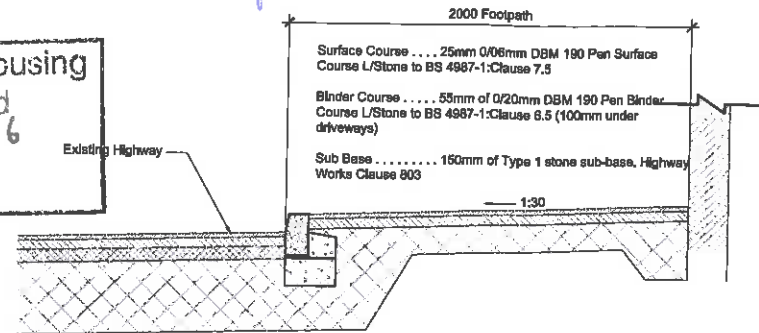
Org. No. **13T691-108** Rev. **P4**

Edwards
M.H.



Vehicle Crossing Detail
(At Entrance to Mews)
Scale 1:25

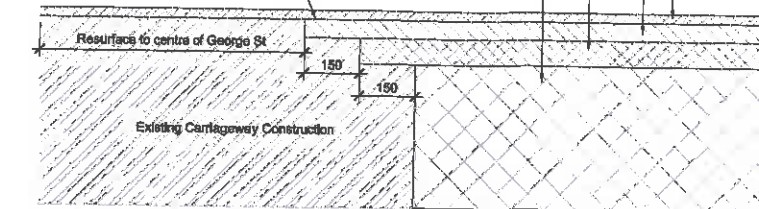
Yorkshire Housing
Limited
Reg No. 3456
Initials HH



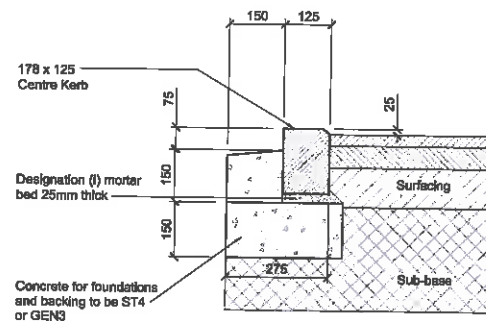
Typical Footpath Construction Detail
Scale 1:20

Surface Course 40mm 0/14mm SMA 50 pen surface course H/Stone PSV 60 to South Yorkshire Laboratory Specification No. 41. (45% 0/10mm high stone content 50 pen surface course atal slag to south yorkshire laboratory specification No 29 with 10mm Aggregate.
Binder Course 50mm of 0/20mm DBM 125 Pen Binder Course H/Stone to BS 4987-1:Clause 6.5
Base Course 100mm of 0/32mm DBM 125 Pen Base L/Stone to BS 4987-1:Clause 5.2
Sub Base 470mm of Type 1 stone sub-base, Highway Works Clause 803

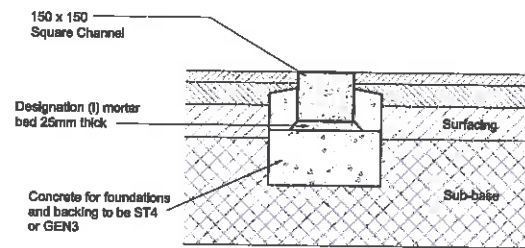
All vertical and horizontal faces to be painted with tack coat prior to laying the respective layers



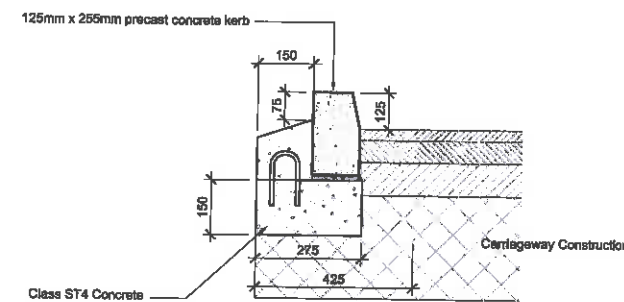
Tarmacadam Tie-In detail at Existing Road (Type 3)
Scale 1:10



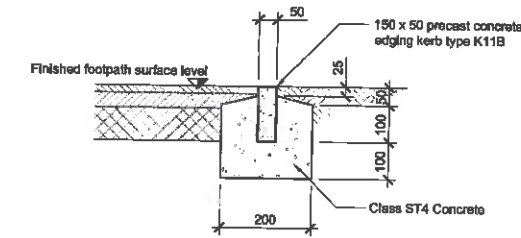
Centre Kerb Detail (CK)
Scale 1:10



Channel Block Detail (CB)
Scale 1:10



Standard Kerb Detail
Scale 1:10



Pin Kerb Detail (PK)
Scale 1:25

Notes DO NOT SCALE

1. All services to be installed in accordance with statutory authority specification and recommendations
2. Duct colours to be in accordance with local authority specification
3. All concrete for foundation to kerb channels and edgings shall be Class Gen3 (BS 5328) unless shown otherwise.
4. All kerbs and channels shall be hydraulically pressed and comply in all respects with BS 7263 Part 1.
5. All details to be in accordance with BMBC council specification

Pin kerb detail added	RL	P2	SR	03.07.15
Issued for Information	RL	P1	SR	24.06.15
AMENDMENT	BY	REV	CHK	DATE
Rev P = Preliminary T = Tender C = Construction AB = As Built				

In instances where this drawing completes or partly completes a contract, Billingham George & Partners will consider that this project has been validated, unless in a period not exceeding 90 working days, the client advises to the contrary.

Client

Yorkshire Housing

Project
Lamb Lane
Monk Bretton
Barnsley

Drawing Title

Section 278 Details

Drawn	RL	Date	24.06.15
Checked	SR	Date	24.06.15
Scale	1:250 @ A1	Original Size	A1

bgp Billingham George & Partners
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Stockton-on-Tees, TS17 6SA
T 01642 875 470 F 01642 875 471
E consulting@bgp-engineers.co.uk W www.bgp-engineers.co.uk

Dwg. No. 13T691-109 Rev. P2

Yorkshire Housing
Limited
NO 5956
HH

GBR.
Mldy

Lamb Lane



DO NOT SCALE

Key

- Area to be dedicated as highway.
- Planning Boundary
- Section 38 Boundary

Lamb Lane

Fleetwood Avenue

Lamb Lane

For Continuation See Inset A

278 boundary amended	RL	P4	SR	09.12.15
Planning boundary amended	RL	P3	SR	06.07.15
Planning boundary amended	RL	P2	SR	03.07.15
Issued for Information	RL	P1	SR	24.06.15
AMENDMENT	BY	REV	CHK	DATE
Rev P = Preliminary T = Tender C = Construction AB = As Built				

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Client
Yorkshire Housing

Project
Lamb Lane
Monk Bretton
Barnsley

Drawing Title
Highway Dedication Plan

Drawn	RL	Date	24.06.15
Checked	SR	Date	24.06.15
Scale	1:250 @ A1	Original Size	A1

bgp Billingham George & Partners
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Drg. No. 13T691-110 Rev. P4

Inset A

C. Becker
M. Kelly

Yorkshire Housing
Limited
Reg No. 5456
Initials MH

Street Lighting Arrangement

- ⊕ Denotes 6M galvanised steel column with 20 Aria LED lantern complete with electronic PEC.
- ⊙ Denotes 6M galvanised steel raise and lowering column with 20 Aria LED lantern complete with electronic PEC.
- ⊖ Denotes existing column to be removed.
- ⊕ Denotes existing column with lantern change to 20 Aria LED

All materials to comply fully with current BMBC Street Lighting Specification.

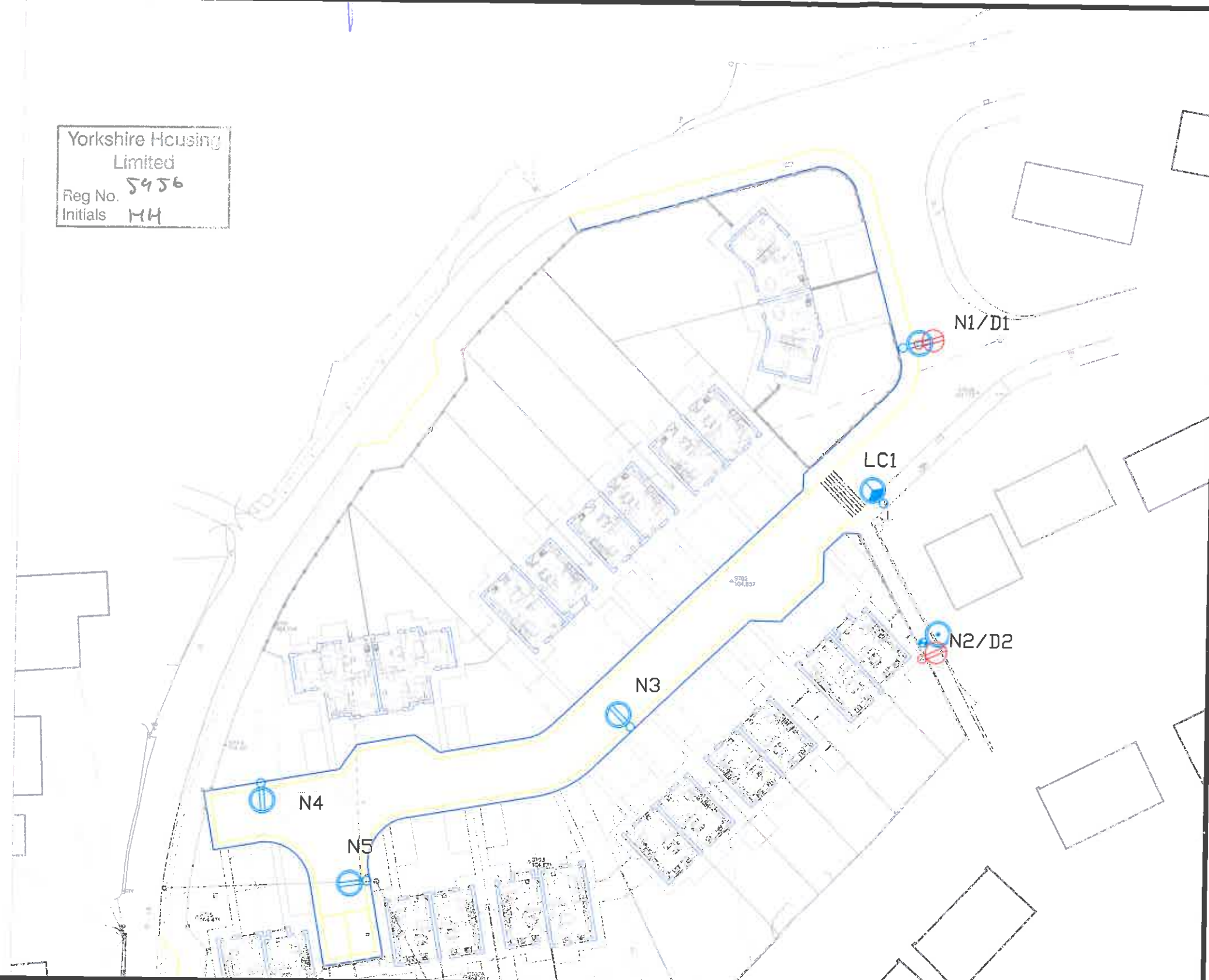
It is the responsibility of the developer to advise their clients of the location of street lighting columns relative to their property and to programme column installation works commensurate with property occupation.

Column positions may be adjusted slightly to suit site conditions and services, but must not normally be erected within 500mm of defined driveway boundaries. BMBC will not enter into third party discussion on column positions, any such discussions will be carried out between BMBC and the developer.

The street lighting columns and lanterns and their maintenance remain the responsibility of the developer until completion of the adoption process.

All lighting columns are to be provided with an unmetered single phase electricity supply via the REC cable network.

It is expected that the developer will coordinate with the REC regarding the installation of any cable ducts they may require.



BARNSELEY
Metropolitan Borough Council

Lamb lane Monk Bretton
Street Lighting Arrangement

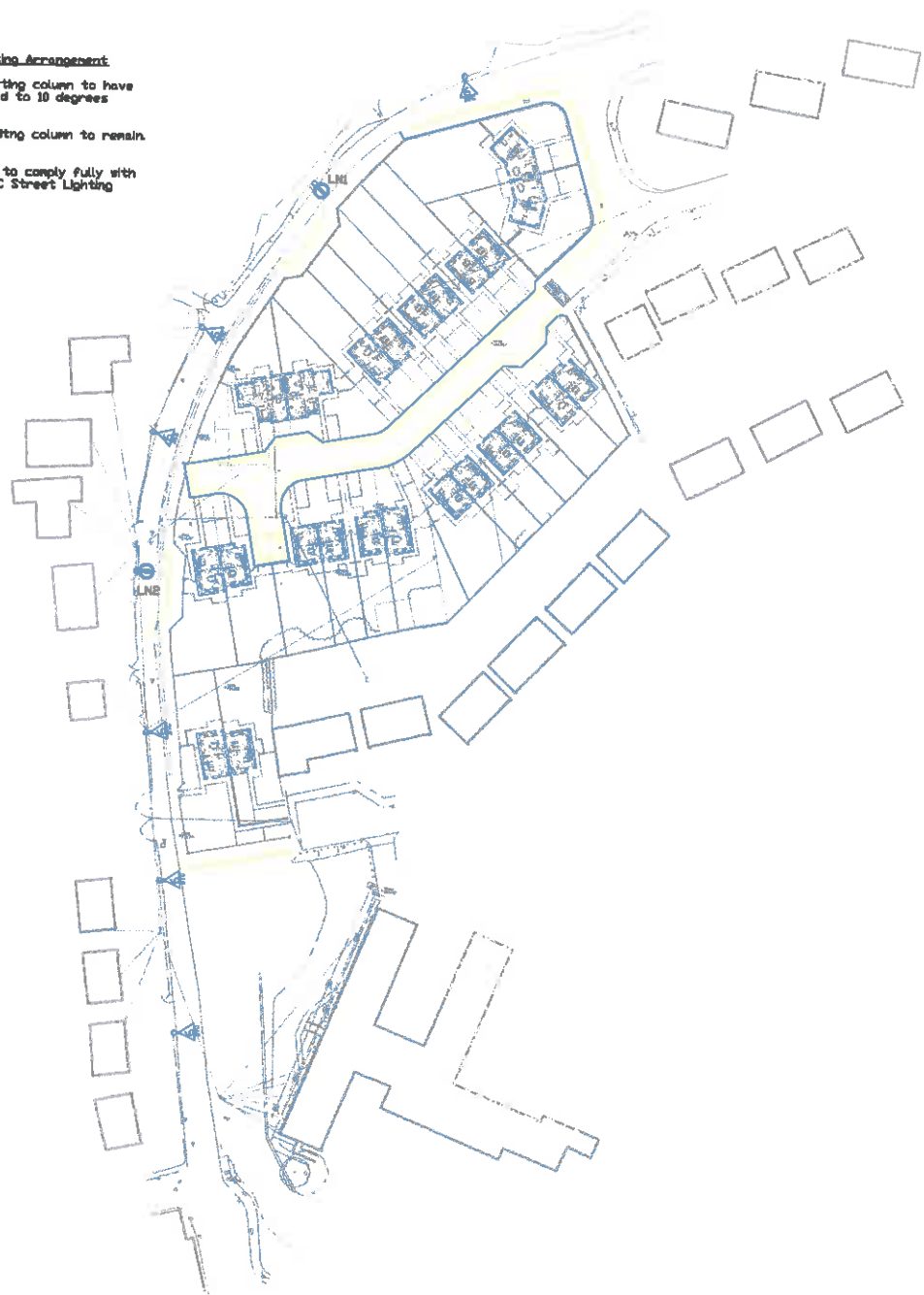
Scale 1:500	
Drawn DG	Date Sept 15
Checked	File 12.1/865

Tel. (01226) 770770 Fax. (01226) 772222	
Drawing No. 1	

E. Baker
M.H.C.

Yorkshire Housing
Limited
Reg No. 5956
Initials MH

Street Lighting Arrangement
 Denotes existing column to have lantern tilted to 10 degrees
 Denotes existing column to remain.
 All materials to comply fully with current BMS Street Lighting Specification.



EXECUTED by the parties hereto as a Deed the day and year first before written

THE COMMON SEAL of Barnsley)

Metropolitan Borough Council was)

hereunto affixed in the presence of:-)

T. A. H. L.

Director of Legal and Governance/Authorised Signatory



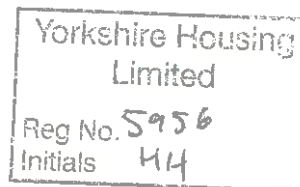
THE COMMON SEAL of Yorkshire)

Housing Limited was hereunto)

affixed in the presence of:-)

Authorised Signatories;

Director



G. Barker

Millie

Signed as a Deed by

NICHOLAS JOHN WALKLETT *NJ Walklett*

As Attorney for and on Behalf of

HCC INTERNATIONAL INSURANCE COMPANY PLC

In the presence of:

Witness: Jackie Robinson *JR*

Occupation: Board Administrator

Bond No: BS/LB/00180