

This power of attorney is made on 30 June 2020 by National House-Building Council whose registered office is at NHBC House, Davy Avenue, Knowlhill, Milton Keynes, Buckinghamshire MK5 8FP (**Principal**).

1. CANCELLATION OF POWER OF ATTORNEY DATED 6 DECEMBER 2016

- a) The Principal entered into a power of attorney dated 6 December 2016 in relation to the execution of road and sewer bonds (**2016 Power of Attorney**).
- b) With effect from the date of this power of attorney the Principal:
 - a. wants to cancel the 2016 Power of Attorney and replace it with this power of attorney; and
 - b. cancels the 2016 Power of Attorney and the authority that it gave in the 2016 Power of Attorney.

2. APPOINTMENT AND POWERS

The Principal appoints:

Head of Customer Services
Customer Services Team Leaders

(each an **Attorney** and together the **Attorneys**)

as its attorneys and in the Principal's name or otherwise and on its behalf to consider, settle, approve, sign, execute, deliver and/or issue all agreements, documents, certificates and instruments (all whether as a deed or not) which an Attorney in its absolute discretion considers desirable in connection with execution of road and sewer bonds (**Transaction**).

3. AUTHORITY OF ATTORNEYS

All actions authorised by this power of attorney may be taken by any of the Attorneys. Any and all acts done, decisions made and instruments or other documents executed pursuant to this power of attorney by any of the Attorneys shall therefore be as valid and effectual as though done by any other Attorney.

4. RATIFICATION

The Principal undertakes to ratify and confirm whatever the Attorneys do or purport to do in good faith in the exercise of any power conferred by this power of attorney.

5. VALIDITY

The Principal declares that a person who deals with an Attorney in good faith may accept a written statement (which may be given by email) signed or sent by that Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

6. INDEMNITY

6.1 The Principal undertakes to indemnify the Attorneys against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) which any of them sustain or incur in connection with any action taken by any of them in good faith pursuant to this power of attorney (including any cost incurred in enforcing this indemnity).


6.2 This indemnity shall not cover the Attorneys to the extent a claim under it results from the negligence or wilful misconduct of the Attorneys.

7. GOVERNING LAW AND JURISDICTION

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

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by **National House-Building Council** acting by a director, in the presence of:


.....
Director

.....
Witness Signature



.....
Name of Witness

JANICE LEEB

.....

HOLLAND'S HOUSE

.....

LEEB LANE

.....

DALTON

.....
Address of Witness

LANCS. WN8 7RD