

DATED

19 SEPTEMBER

2012

(1) NIGEL ANTHONY COLLINS

and

(2) THE ROYAL BANK OF SCOTLAND PLC

and

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
18 STUKELEY STREET
LONDON WC2B 5LR
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 6007
Fax: 020 7974 2962

G:\case files\culture & env\planning\js\s106 Agreements/
CLS/COM/JS/1685.1608
S106 Final 29.08.2012

THIS AGREEMENT is made the 19 day of SEPTEMBER 2012

BETWEEN:

1. **NIGEL ANTHONY COLLINS** of 12 Great Newport Street, London WC2H 7JD hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND PLC** (Scot. Co. Regn. No. Sc90312) whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and of 153 Preston Road, East Sussex BN1 6BE (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL652552 [subject to a charge to the Mortgagee].
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 14 May 2012 and the Council resolved to grant permission conditionally under reference number 2012/2401/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL652552 and dated 3 April 2008 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|-------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Development" | erection of a mansard roof extension to create additional accommodation with a new roof terrace along the south-west elevation; change of use of the basement, first, second and third floors from office (Class B1) to residential (Class C3) with the provision of 2 x 1 bed and 1 x 3 bed flats at basement, first, second, third and fourth floor levels; change of use of the ground floor from office (Class B1) to a flexible use for office (Class B1) or education/community use (Class D1); and alterations to the fenestration along the front (north-west) and side (south-west) elevations at ground floor as shown on drawing numbers E001, E099, E100, E101, E102, E103, E104, E200, E201, E300, E301, P099, P100, P101, P102, P103, P104, P105, P200, P202, P300, P301, P 400; Design and Access |

Statement, Conservation Area Impact Assessment & Environmental Performance Statement, dated May 2012, prepared by Foundation architecture; Planning Statement, ref 2012/2401, prepared by Foundation architecture; Marketing evidence prepared by Cooper Collins dated 31st January 2012; Email from Foundation Architecture dated 13/07/12 regarding Lifetime Homes and Sustainability measures.

2.4 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.5 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.6 "the Parties"

mean the Council the Owner and the Mortgagee

2.7 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 14 May 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/2401/P subject to conclusion of this Agreement

2.8 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals

etc must be sent in the manner prescribed at clause 6.1 hereof

2.9 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.10 "the Property"

the land known as 18 Stukeley Street, London WC2B 5LR the same as shown shaded grey on the plan annexed hereto

2.11 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.12 "Residents Parking Permit"

a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

- 4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.
- 4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2012/2401/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission

of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/2401/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

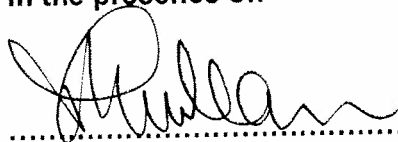
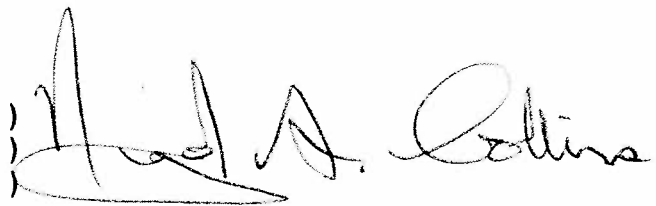
- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. RIGHTS OF THIRD PARTIES

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner [and the Mortgagee] have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
NIGEL ANTHONY COLLINS
in the presence of:

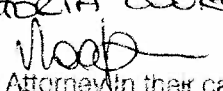


Witness Signature

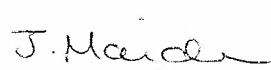
Witness Name: MF MOLLAN

Address: 35 Monks Drive, London SE20 8BB

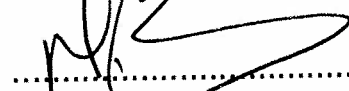
Occupation: Property Manager

Signed as a deed by
VICTORIA COOPER

as the Attorney in their capacity
as Documentor Sheffield Credit
Documentation for and on
behalf of Royal Bank of
Scotland Plc

EXECUTED AS A DEED BY
THE ROYAL BANK OF SCOTLAND PLC
by
in the presence of:-

In the presence of
JAYNE MAIDEN
Bank Official - DOCUMENTOR

Sheffield Credit Documentation
PO Box No. 502
2nd Floor, 42 High Street
Sheffield S1 2YW

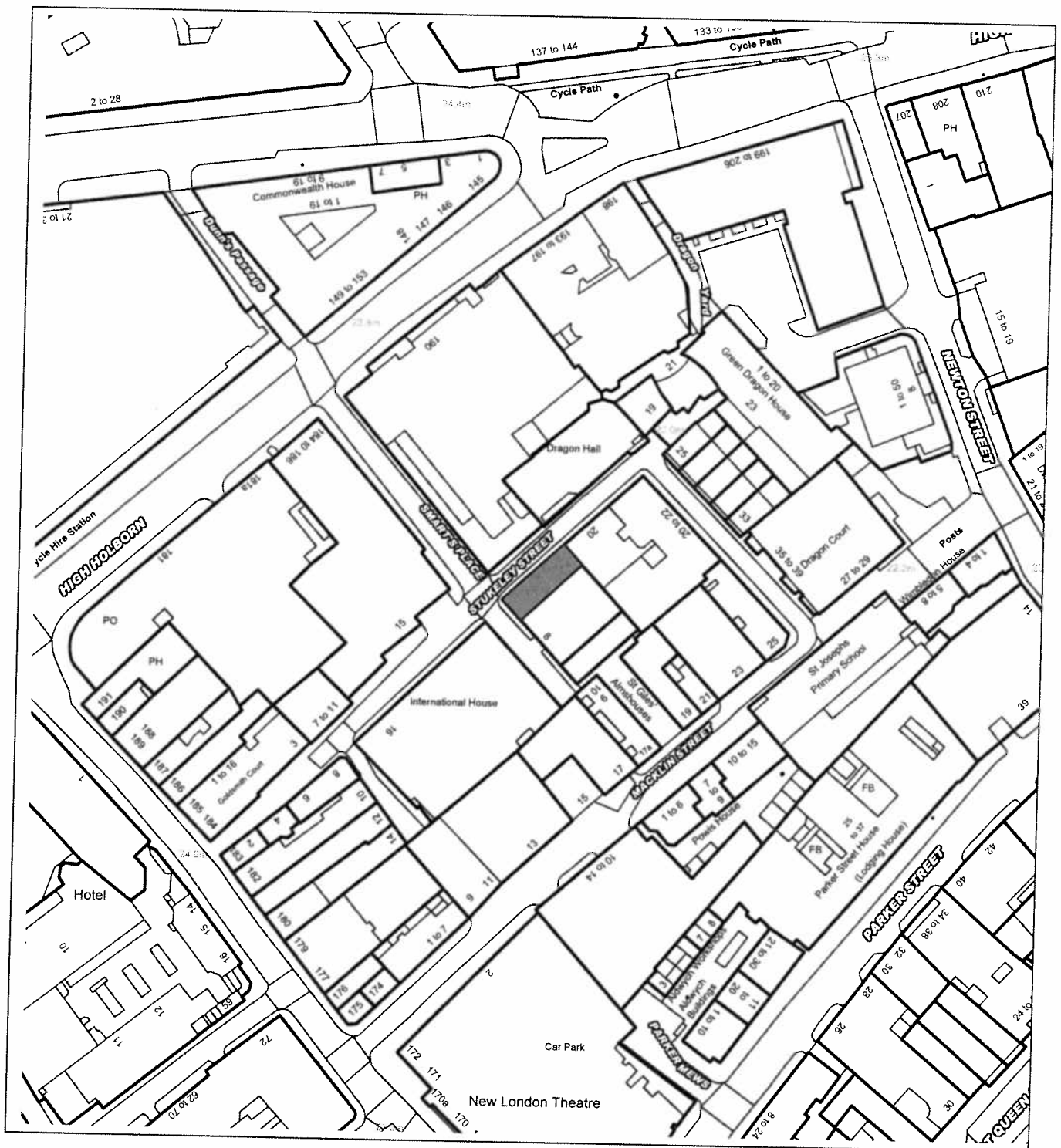
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-



Authorised Signatory



18 Stukeley Street, London WC2B 5LR



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**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Foundation Architecture Ltd
39-42 Omnibus North Road
London
N7 9DP

Application Ref: **2012/2401/P**

19 July 2012

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
18 Stukeley Street
London
WC2B 5LR

PROPOSAL
Proposal:

DECISION
Erection of a mansard roof extension to create additional accommodation with a new roof terrace along the south-west elevation; change of use of the basement, first, second and third floors from office (Class B1) to residential (Class C3) with the provision of 2 x 1 bed and 1 x 3 bed flats at basement, first, second, third and fourth floor levels; change of use of the ground floor from office (Class B1) to a flexible use for office (Class B1) or education/community use (Class D1); and alterations to the fenestration along the front (north-west) and side (south-west) elevations at ground floor.
Drawing Nos: E001, E099, E100, E101, E102, E103, E104, E200, E201, E300, E301, P099, P100, P101, P102, P103, P104, P105, P200, P202, P300, P301, P 400; Design and Access Statement, Conservation Area Impact Assessment & Environmental Performance Statement, dated May 2012, prepared by Foundation architecture; Planning Statement, ref 2012/2401, prepared by Foundation architecture; Marketing evidence prepared by Cooper Collins dated 31st January 2012; Email from Foundation Architecture dated 13/07/12 regarding Lifetime Homes and Sustainability measures.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The balustrade to the new roof terrace shall be obscured glazing, details of which shall be submitted to and approved by the Council, shall be erected prior to commencement of use of the roof terrace and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 3 The lower panels of the first, second and third floor windows along the south-western (side) elevation shall be obscured glazing, details of which shall be submitted to and approved by the Council and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 4 The sustainable building measures and lifetime homes features and facilities, as indicated on the drawings and documents hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 5 The development hereby permitted shall be carried out in accordance with the following approved plans P099, P100, P101, P102, P103, P104, P105, P200, P202, P300, P301, P 400; Design and Access Statement, Conservation Area Impact Assessment & Environmental Performance Statement, dated May 2012, prepared by Foundation architecture; Planning Statement, ref 2012/2401, prepared by Foundation architecture; Marketing evidence prepared by Cooper Collins dated 31st January 2012.

Reason: For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 (Distribution of growth), CS3 (Other highly accessible areas), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS8 (Promoting a successful and inclusive Camden economy), CS9 (Achieving a successful Central London), CS10 (Supporting community facilities and services), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage) and CS19 (Delivering and monitoring the Core Strategy) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair homes), DP13 (Employment sites and premises), DP16 (The transport implications of development), DP17 (Walking, cycling and public transport), DP18 (Parking standards and the availability of car parking), DP19 (Managing the impact of parking), DP20 (Movement of goods and materials), DP22 (Promoting sustainable design and construction), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours), DP29 (Improving access) and Appendix 2 parking standards.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior

approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 4 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- 5 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to be paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

Yours faithfully

Culture and Environment Directorate

**BUSINESS SERVICES
DIVISIONAL POWER OF
ATTORNEY
(ENGLISH LAW)**

by

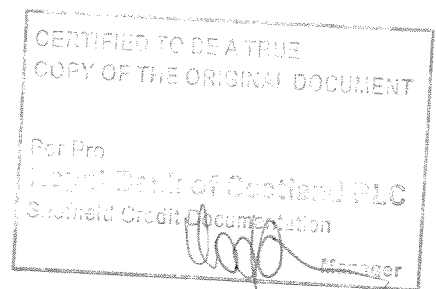
THE ROYAL BANK OF SCOTLAND plc

in favour of

**MARIA JOSEFINA JUDITH AALBERTS-
BRANDT AND OTHERS**

BUSINESS SERVICES

26 October 2011



THIS DEED OF POWER OF ATTORNEY is made on the Twenty-Sixth day of October Two Thousand and Eleven (hereinafter referred to as the "Commencement Date"), by **THE ROYAL BANK OF SCOTLAND plc**, registered in Scotland with registered number 90312, **WE HEREBY** as from and including the Commencement Date **APPOINT** **Maria Josefina Judith Aalberts-Brandt**, Regional Service Delivery Manager; **Kolothodi Abbas Abdu Fincon**, Tax & GPAC, United Arab Emirates; **Dimitris Aggelopoulos**, IT Head; **Miguel Angel**, Chief Operating Officer Spain and Portugal; **Iva Arnostova**, GTS Trade Specialist; **Sukhdev Singh Arora**, Corporate Account Services, United Arab Emirates; **Simon Badway**, APAC Strategy, Architecture & Engineering Technology; **Nadine Baeyens**, Cash & Payments; **Halisern Baran**, Commercial Lending; **Meltem Basel**, Trade Operations; **Catharina Henrica Maria Beentjes**, Head of Operations NL; **Alfons van Bennekom**, Head of Trade & Guarantee Operations; **Jennifer Gudrun Wilhelmina Bessems**, Team Manager Trade Client Services & Customer Trade; **Dhanraj Harold Bhagwandin**, Senior GQM Analyst; **Jasbinder Singh Bhangal**, Finance Transformation Programme Director; **Leena Bhavnani**, GTS Trade Operations, United Arab Emirates; **Agnes Hubertina Bijlsma**, VP - Head of Functional Performance Management; **Claude Blandin**, Head of Global Transaction Services, France; **René Peter Blom**, Head of EMEA Country Delivery & EUS; **Deborah C Boccuzzi**, GTS Operations, United States Of America; **Pieter Johannes Lucas Boelhouwer**, Head of Core Banking and Implementations GTS Opera; **Albert Jilles Boer**, Agent Customer Office; **Eduard W de Boggende**, Head of Business Management & Control NL; **Jean Bonnet**, Head of Account Services, France; **Ronald Johannes Martinus de Bont**, Audit Partner; **Irma Welmoed Boon**, Change Manager; **Robert Boor**, GTS Technology - Director of Enterprise Technology Services for NV, United States Of America; **Erica Bos**, Operating Officer Trade & Guarantees NL; **Bodine Bos**, Officer Trade Processing; **Michelle Anne Brady**, Supervisor, Trade Operations, GTS Ops Ireland; **Hubertus Johannes Maria van den Broek**, Group Internal Audit; **Gemma Broen**, Senior Officer Trade Processing; **Marcel Brouwer**, Trade Advisory / Product Specialist; **Ronald Brouwer**, GTS CSI EMEA BS Claims; **Mark Christopher Brown**, Head of Property & Procurement Services, Asia Pacific Region; **Wilhelmina de Bruijn**, Officer Trade Processing; **Madeleine Kathleen Buiter-de Jonge**, Officer Trade Operations; **Jacob ter Burg**, Unit manager GTS OPS MTS; **Kevin Butt**, Head of Specialist Brands and Specialist Brands; **Recep Caliskan**, Trade Operations; **Bart Maurice Cappelle**, Country Head of Operations; **Pamela Prisco Carpenter**, GTS Operations, United States Of America; **Tony J Cha**, GTS Operations, United States Of America; **Bennie Chi Kong Chan**, Head of GTS Cash and Payment Operations, HK; **Alex Hak On Chan**, Trade Services Manager, HK; **Eric Chan**, Asst. Manager - Cash & Payment Operations, Singapore; **Soo Kil Chang**, COO, Thailand; **Philip Chatterton**,

Manager, Equities Technology, Australia; **Lavender Pheck Huang Cheah**, Sr. Officer - Trade Operations, Singapore; **Patrice Cheve-Souzais**, Head of Processing France; **Cathy Chiu**, Regional Head of Workplace Operations; **Gary Tsung Meng Chow**, Head of Payment, Cash and Payment Operations, Singapore; **Hoi Yan Chung**, Senior Product Specialist; **Julie Suzanne Clay**, Team Manager, Leeds Trade; **Calum Cooper**, Director of Royal Bank of Scotland NV SA Poland Branch; **Linda Crieelingen Van**, Operational Control; **Geoff Cropley**, Head of Transition & Change EMEA; **Natacha Daccache**, GTSOA Trade Canada; **Teresa DAdamo**, GTS Operations, Canada; **David Delage**, Chief Financial Officer France, Belgium Luxembourg; **Karin Marijke van Dijk-de Boer**, Customer Trade Advisor; **Gert Dillen**, COO; **Kalliopi Dimitriou**, Head of Payments; **Christie Yuzhen Dong**, Asst. Mgr - Trade Operations, Singapore; **Philippe Donore**, Head of Trade Operations, France; **Dirk Maarten van Doorn**, Trade Advisory / Product Specialist Trade; **Michael F Dougan**, GTS Operations, United States Of America; **Jeroen Jozef Dusseldorp**, IT Business Portfolio Manager; **Anna Dzilinska**, Director of Royal Bank of Scotland NV SA Poland Branch; **Darren John Eagleson**, GTS Trade Operations Officer, Australia; **Bernard Jozef van Elk**, Head of GTS TS Cross Divisional Programmes; **John Ellington**, Director, Debt Management and Fraud Operations; **Marek Fila**, Director of Royal Bank of Scotland NV SA Poland Branch; **Soraya Filali**, Head of Risk; **Betty Chui Wah Fong**, Trade Services Manager, HK; **Francois Fontan**, Business Manager; **Chen Wern**, Amy Foo, Assistant Manager - Cash & Payment Operations, Singapore; **Leonardus Joannes Nicolaas Franken**, IT Project Portfolio Manager; **Sandy Maria Jozef Fransen**, Trade Operations; **Michael Funck**, Business Manager; **Censon Hui To Fung**, Senior Officer GTS Operations, HK; **Dinesh Kumar Galhotra**, Payment Ops Clearing, United Arab Emirates; **Blaise Garban**, Director Head of Legal; **Corinne Gardon**, Trade Operations; **Barbara Gemelou**, Head of Trade Operations; **Maria Georgalou**, Customer Services; **Ajoy Kumar Ghildiyal**, Associate, GTS Operations, Japan; **Anastassios Giatis**, Head of Cheque Clearing; **Andrew Dermot Gilbert**; **Thierry Gins**, Cash & Payments; **Laurence Gontran**, Head of Risk & Operational Risk, France, Belgium and Luxembourg; **Cornelis Jan de Graaf**, Senior Team Manager Trade Operations; **Madeleine Winifred Graham**, Senior Counsel, Group Legal, RBS UK; **Geert Greef de**, Trade Operations; **Steve Gresty**, Technical Specialist, Manchester Trade; **James Grimes**, Payments (New Jersey); **Christina Grispou**, Credit Administration; **Diederik Abram Werner de Groot**, Sr Team Manager Guarantee Operations; **Nitin Gupta**, GTS Trade Operations, United Arab Emirates; **Heidi Gretel Guttheil**, Office Services Administrator, Australia; **Eduardus Hendrikus Godefridus Hagenaars**, Product Specialist (Guarantees); **Mark Allan Hanhart**, Global Business Manager; **Arnold Johan Willem Hardick**, Due Diligence Manager; **Jamers Harvey**, TS EMEA Regional Service Delivery Manager; **Gary Harvey**,

Payments (New Jersey); **Martin Savio Haynes**, Professional Technical Manager, London Trade Centre; **Johannes Petrus Heemskerk**, Regional Service Delivery Manager; **Robert Simon Heilig**, Process Manager CLS GTS Operations OSAC; **Nathalie Hendboeg**, Property & Facilities Management; **Junichi Hiramoto**, Manager, GTS Operations, Japan; **Keino Hirota**, Head of GTS Operations, Japan; **Kim Ho**, Head of GTS Operations, HK; **Virginia Ho**, GTS Operations, Canada; **Henricus Antonius Maria Hoekx**, Regional Due Diligence Manager; **James Reynolds**, Hole Manager AU LOFT Technology & GTS Technology; **Petr Honzik**, Chief Technology Officer; **Ronald van Houts**, Team Manager Trade Operations; **Dagmar Hrudkova**, Head of GTS Ops; **Barbara Mary Hudson**, Supervisor, Trade Operations, GTS Ops Ireland; **Samuel Kin Yung Hui**, Trade Services Manager, HK; **Gideon John Head**, Cash and Payment Operations, Singapore; **Edward Jones**, Technical Expert, Manchester Trade; **Simon de Jong**, COO, Indonesia; **Hendrik Willem Jurriansen**, IT Business Project Manager; **Stamatia Kagia**, Operations Officer; **Cora Kaptein Muberra Mine Kargi**, Head of Commercial Lending; **Robert Pierre de Keijzer**, Head of Client Engagement & Acceptance; **Eduard Richard Marie Kemperman**, Regional Service Delivery Manager EMEA; **Saskia Ket Theodoros Kostas**, Property Manager; **Sumithra Krishnaswamy**, GTS Payment Ops, United Arab Emirates; **Alena Kubickova**, Property Manager; **Katsue Kuwabara**, Associate, GTS Operations; **Themistoklis Kyritsis**, Platform Supervisor, Customer Services; **Jean-Marc Lahaye**, Head of Corporate Coverage; **Sylvia Lai**, Assistant Manager, GTS Operations, HK; **Alphons Walter Langenhoff**, Risk Manager AML Operations; **Corinne Larigaudrie**, Account Services; **Marina Lawrence**, GTS Trade Operations Officer, Australia; **Shu Ping Lee**, Sr. Officer - Cash & Payment Operations, Singapore; **Fabien Lehnhart**, Head of Operations; **Francois Lesueur**, Head of Technology Services, France; **Lisette Levi**, Trade Operations; **Peter Lewis**, Technical Specialist, GTS Ops London – Trade; **Antony Man Lung Li**, Trade Services Manager, HK; **Alexander Liggatt**, Customer Service Representative, GTS Ops Ireland; **Frits Albert Ligtermoet**, Subject Matter Expert Guarantees; **Yu Mei Lim**, COO, Malaysia; **Michael Linnitt**, Head of Security & Risk, APAC; **Calvin Chi Hang Lo**, Assistant Manager, GTS Operations, HK; **Pawel Lobejko**, Director of Royal Bank of Scotland NV SA Poland Branch; **Olaf Nico Jan Lochmans**, EMEA Head of Commercial Lending & Sub Regional Head; **Harmen Ariën Logt**, Change Programme Manager; **Flora Veeda Machado**, Trade Operations, United Arab Emirates; **Lesly Madhere**, Payments (New Jersey); **Perlita Magno-Gumapac**, GTS Operations, Canada; **Pascale Mangot-Lagarde**, Head of Property Services, Western Northern and Southern Europe; **Robert Marshall**, GTS Operations, United States Of America; **Teresa M Martin**, GTS Operations, United States Of America; **Sebastien Masse**, Head of Finance; **Miyuki Matsuyama**, Associate, GTS Operations, Japan; **Eleni Mavrelli Kallithea**, Branch

Head, Customer Services; **Steven McAleer**, GTS Operations, United States Of America; **Mike Thomas McCarthy**, Head of Global Infrastructure Services (GIS), APAC; **Anne McCormaic**, Head of GTS Operations, Nordic Region; **Colleen C McGonagle**, GTS Operations, United States Of America; Ben Meades, Team Manager, Leeds Trade; **Anu Mertil Michael**, Trade Operations, United Arab Emirates; **Sohail Anwer Mirza**, GTS Ops, United Arab Emirates; **Michelle Mockler**, Supervisor Ireland Clearing, GTS Ops Ireland; **André Molenaar**, Risk Monitor; **Visuva Nagadas Muniandy**, Deputy Head of Trade Operations, Singapore; **Premlata Arvindakshan Nair**, GTS Operations, United Arab Emirates; **Ben Needham**, Head of GTS Operations North; **Petra Magda Jozefa Nelissen**, Cash & Payments; **Tony Kwok Chi Ng**, Head of GTS Payment Operations, HK; **Sandra Nichols**, Technical Consultant, Leeds Trade Services; **Sonja Maria Nijpels**, Team Manager Trade Operations NL; **Hans Noordzij**, Manager Customer Alliance & Support; **Jacobus Petrus Johannes Maria Odijk**, Agent Customer Office; **Niall O'Donnell**, Centre Manager, Leeds Trade Services; **Harumi Ono**, Associate, GTS Operations, Japan; **John James Oira**, Onuonga Technology Services, United Arab Emirates; **Marcel Ooijevaar**, IT Project Portfolio Manager; **Chrysanthi Orlandatou**, Head of Treasury, Back Office; **Maria Do Carmen den Outer-Santinho**, Trade Officer; **Yuksel Ozcelik**, Trade Operations; **Rauf Ozdincer**, COO; **Marten George Ferdinand de Pagter**, Regional Due Diligence Manager Europe; **Joseph Ka Keung Pang**, Head of Property Services, Hong Kong; **Loanna Parianou**, Property & Facilities Mgt Services; **Simon Richard Patston**, Head of Fixed Income, Currencies & Commodities Technology, Australia; **Darren Pearman**, Technical Specialist, GTS Ops London – Trade; **Karen Peden**, Team Manager, Leeds Trade; **Andreas Antonius Maria Jozef Peels**, Head of Infrastructure Services EMEA Hub; **Alexander Richard Peters**, Manager Business Support GIS EMEA; **Sheryl Louise Phillips**, Head of Global Quality Management; **Nigel Phipps**, Manager, Business Development Team, Credit Management Services, Telford; **Jonathan Pike**, Solicitor, Legal Services; **Petr Pilik**, Head of GTA Trade Support; **Merle Deborah Poortinga**, Senior Process Analyst; **Ian Albert Porter**, Head of Technology Australia; **Murtaza Ahmed**, Qadri Credit Administration, United Arab Emirates; **Suan Bee Quek**, Officer - Trade Operations, Singapore; **Kevin Rabarts**, Trade Technical Consultant, London Trade Centre; **Bharat Jethanand Raigangar**, Security & Risk, United Arab Emirates; **Joh Reed**, GTSOA Trade, United States Of America; **Ian Ronald Rolfe**, GTS Trade Operations Officer, Australia; **Kathy Rosser**, Head of Mortgages, Group Legal, RBS UK; **Nicola Roth**, Trade Technical Specialist; **Karin Hellen Ruardij**, Product Manager TF/TM; **Venkatraman Sadagopan**, Country Risk Office, United Arab Emirates; **Miroslav Salansky**, IT Infrastructure Manager; **Sandeep Satalkar**, Trade Operations, United Arab Emirates; **Stefan Sauer**, Country Head Regulatory Risk & Compliance, BeLux / CLRM, Belgium; **Arend Jan**

Scheurkogel, Agent Customer Office, Netherlands; **Daryl Frederick Schrader**, Head of GTS Operations - South Asia & Australia; **Bernardus Schuurman**, Chief Technology Officer GIS EMEA Technology Services, Netherlands; **Delphine Kang Eng See**, Manager - Electronic Mail Services (EMS), Singapore; **Saumya Sengupta**, Due Diligence Manager - RDDM Europe; **Tamami Serizawa**, Associate, Risk & Control, GTS Operations, Japan; **Virginie Seror**, Deputy Chief Financial Officer, France; **Masaki Shimomura**, Head of Property, Japan; **Alexander Macdonald Short**, Manager GTS ICM Operations, Australia; **Scarlett Pik Kwan Shum**, Trade Services Manager, HK; **Danny Shum**, GTS Operations, Canada; **Lina Siblino**, GTSOA Trade, Canada; **Panayiotis Silaidis**, Appl Maintenance Projects & Admin Supervisor; **Neil Simmons**, Technical Specialist, GTS Ops London – Trade; **Ravinder Singh**, Trade Operations, United Arab Emirates; **Anna Sonsini**, Head of Property Services, Australia; **Maria Elisabeth Spannenburg**, Service Manager; **Frans van Starre**, Financial Administrator - AML Operations; **Erik Staubach**, Senior HR Business Partner; **David Steer**, Technical Specialist, Manchester Trade; **Trijntje Stoeltje-Band**, Officer Trade Processing NL; **Denise Marielle Stolk**, Officer Doc Tech Team; **Harish Subramaniam**, Risk, United Arab Emirates; **Levent Sumer Country**, CHO; **Karen Swiatocha**, Head GTSOA Cash & Payment Operations with responsibility for NV Wire in NJ; **Stacey Swee Kiew Tan**, Sr. Officer - Trade Operations, Singapore; **Davina Tavener**, Production Manager, Manchester Trade; **Terence Kim Hee Tay**, Head of GTS Operations, SW Asia; **Marcel Gerardus Maria Terwijn**, Program Manager; **Johan Eduard Timmer**, IT Business Portfolio Manager; **Jesse Benjamin Todd**, Head of Group Technology, Australia; **Esther Kiok Beng Toh**, Sr. Officer - Trade Operations, Singapore; **Efthymia Tomazou**, Credit Administration; **Handan Uzun**, Head of Trade Operations; **Cynthia Valk-Van Den Burg**, Unit Manager GTS OPS NL Monitoring; **Saraswathi Venkatesh**, Trade Operations, United Arab Emirates; **Johannes Antonius Petrus Gerardus Verbraak**, Head of OSAC GTS Operations Global Process Management; **Evelyne Verger**, Treasury, France; **Danny Jan A Verneert**, IT; **Leonardus Jacobus Vis**, Trade Officer; **Christel Marguerite B Vonstein**, Cash & Payments; **James Waddell**, Head of Business Development, Improvement & Risk; **Hubert Wagelmans**, Head of Control and Support, France; **Brenda Wakem**, Technical Specialist, GTS Ops London – Trade; **John Teow Huat Wee**, AVP - Trade Operations, Singapore; **Johannes Gerardus Westerhuis**, Executive Director; **Simon Michael Whelan**, Team Manager, GTS Ops Manchester; **Janet White**, Customer Service Manager, London Trade Centre; **Howard Wilde**, Technical Specialist, Manchester Trade; **Kitty Wai Ying Wong**, Manager Trade Operations, Singapore; **Nigel Wood**, Senior Centre Manager, Mortgage Operations, Birmingham; **Monica Michelle Yap**, Sr. Officer - Trade Operations, Singapore; **Pinar Yuksel**, Cash & Payments; **Robert Zijlemaker**, Product Specialist (Guarantees); **Appointed Documentors**, Credit

Documentation; **Appointed Level A**, Mortgage Operations; **Appointed Level B**, Mortgage Operations; **Centre Manager**, Credit Management Services, Telford; **Centre Manager**, Mortgage Operations; **Clerical B Documentors**, Credit Documentation; **Clerical Level B**, Mortgage Operations; **Customer Service Manager**, Credit Documentation; **Customer Service Manager**, Credit Management Services, Telford; **Customer Service Manager**, Mortgage Operations; **Documentor**, Credit Documentation; **Head of Mortgage Centre**, Greenock; **Manager**, Credit Documentation; **Team Leaders**, Direct Line Mortgage Operations, Greenock; **Team Manager**, Credit Documentation; **Team Manager**, Credit Management Services, Telford; **Team Manager**, Mortgage Operations; **Team Managers**, Mortgage Operations, Greenock; **Head of Mortgage Operations**; (hereinafter together referred to as "**our Attorneys**") and each of them severally and the survivors and survivor of them (declaring that each of them shall be entitled to act independently of the others) to be our Attorneys and we give and grant full power, warrant and authority to our Attorneys for us and in our name and on our behalf to sign or otherwise execute and deliver the following documents, *videlicet*:-

- (1) Deeds or other documents in connection with the release or variation of or in any other way pertaining to securities in our favour, whether heritable, real, moveable or personal in any jurisdiction, including, without prejudice to the foregoing generality, all contracts, leases, conveyances, re-conveyances, dispositions, calling up certificates and other documents relating to the exercise by us or on our behalf of a Power of Sale under a security document, all assignments, assignations, assents and any documents creating or discharging standard securities, legal charges, equitable charges, floating charges, mortgages, debentures and other bonds, and all reassignments, retrocessions, deeds of postponement, deeds of priority, ranking agreements, deeds of variation, deeds of restriction, instruments of alteration, collateral warranties, step-in agreements and deeds relating to the grant, release and variation of servitudes and easements and the imposition, release and variation of deeds of conditions, servitudes and restrictive covenants and deeds relating to the discharge, surrender, release or variation of inhibitions and cautions.
- (2) Discharges (whether on maturity or surrender), retrocessions and reassignments of life assurance policies.
- (3) Guarantees and indemnities against loss and risks of all kinds including, without prejudice to the said generality, performance bonds and indemnities in respect of lost share and stock certificates.

(4) Such oaths, affidavits, deeds of appointment, proxies, statutory declarations or other documents as may be required in connection with bankruptcies, liquidations, receiverships, administrations or any other matters of similar nature or in connection with any matters referred to in clauses (1), (2) and (3) above or in connection with the conduct of any proceedings in the courts of any jurisdiction.

(5) Any deeds or documents required in connection with the management or the disposal of any freehold or leasehold property or other interest in land or buildings (including, without limitation, by way of license) owned or occupied by us or in the acquisition of any such property or interest.

(6) Notices of deposit, notices of intended deposit or the removal of the same and forms DS1 and TR1 (and any other forms which may replace them from time to time) and any other forms including, without limitation, statutory declarations relating to lost or missing title deeds which may be required in connection with our dealing with HM Land Registry, the Registry of Deeds, Belfast, the Land Registry of Northern Ireland, the Land Charges Department and Registers of Scotland (and any other body or organisation which may replace them from time to time).

DECLARING THAT:-

(i) This Power of Attorney shall remain in full force until recalled by us in writing or by our winding-up; But until our Attorneys shall receive notice of such recall, winding-up or other termination of this Power of Attorney, our Attorneys shall be entitled to continue to act hereunder; And the powers hereby conferred shall be operative and may be acted upon and relied upon by third parties upon production of these presents or a copy thereof certified as a true copy by one of our Directors or our Secretary, Deputy Secretary or one of our Assistant Secretaries or in accordance with the Powers of Attorney Act 1971 (as amended) until they have had notice of such recall or other termination howsoever occasioned.

(ii) In relation only to our Attorneys acting on our behalf under this Power of Attorney in our capacity as Trustees, this Power of Attorney shall remain in full force until one year from the date hereof or until recalled by us in writing or by our winding-up by virtue of (i) above, whichever is the earlier.

(iii) All deeds and other writings signed or otherwise executed by our Attorneys in virtue of the powers hereby conferred shall be as valid and as binding on us as if done or granted by ourselves; And we bind ourselves to ratify and confirm all whatsoever our Attorneys shall do or cause to be done in virtue of the powers hereby conferred.

(iv) This Power of Attorney and the powers hereby given shall in no way extend to, or be deemed or construed to extend to, revoke or make void any other power of attorney granted by us at any time to our Attorneys or to any person or persons whomsoever but such other powers shall remain and be of the same authority, validity, force and effect as if this Power of Attorney had not been made;

PROVIDED ALWAYS THAT our Attorneys and each of them separately shall account to us for their or his whole actings and intromissions under these presents or in the exercise of the powers hereby conferred upon them and him but with which obligation to account purchasers, debtors and other third parties transacting with our Attorneys shall have no concern;

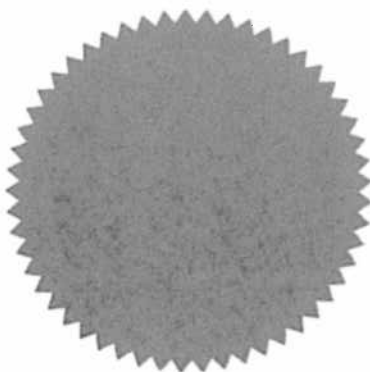
AND WE DECLARE that, subject to Declaration (i) above, this Power of Attorney shall continue in force in favour of our Attorneys from the Commencement Date while our Attorneys continue to hold or shall be appointed to hold the offices or roles specified above or equivalent or more senior offices or roles within the said The Royal Bank of Scotland plc or any other company which is part of the group of which The Royal Bank of Scotland Group plc is the holding company.

This Power of Attorney is a deed and shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Power of Attorney has been executed as a deed the day and year first above written.

The Common Seal of **THE ROYAL BANK OF SCOTLAND plc** was hereunto affixed in accordance with the regulations of the company in the presence of Alan Ewing Mills and Barbara Charlotte Wallace, two of our authorised sealing officers.

SEALED with the COMMON SEAL of
THE ROYAL BANK OF SCOTLAND plc



A handwritten signature in dark ink, appearing to read 'Alan Ewing Mills', written over a dotted line.

Authorised Sealing Officer

A handwritten signature in dark ink, appearing to read 'Barbara Charlotte Wallace', written over a dotted line.

Authorised Sealing Officer

DATED

19 SEPTEMBER

2012

(1) NIGEL ANTHONY COLLINS

and

(2) THE ROYAL BANK OF SCOTLAND PLC

and

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

relating to land known as

18 STUKELEY STREET

LONDON WC2B 5LR

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

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