

DATED

24th March

2010

(1) EDENFIELD ESTATES LIMITED

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

**Abacus House, 165 Grays Inn Road, London WC1X 8UE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

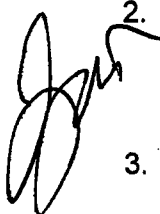
Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall, Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962

CLS/COM/CJ/1685.450

THIS AGREEMENT is made the 24th day of March 2010

BETWEEN:

1. **EDENFIELD ESTATES LIMITED** (Co. Regn. No. Co. Regn. No. 6146351) whose registered office is at First Floor Stanmore House, 15-19 Church Road, Stanmore HA7 4AR (hereinafter called "the Owner") of the first part
2.  **THE ROYAL BANK OF SCOTLAND PLC** of Credit Documentation, P.O. Box 339, Manchester M60 2AH (hereinafter called "the Mortgagee") of the second part
Address for Service
Whole REVENUE office is at 26 St. Andrew Square, Edinburgh EH2 2JR
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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN221395 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 1 February 2010 and the Council resolved to grant permission conditionally under reference number 2009/5883/P subject to 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 LN221395 and dated 27 November 2009 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 Contributions" the Education Contribution and the Public Open Space Contribution
- 2.4 "the Development" Additions and alterations including the erection of a mansard roof extension and utilising basement floorspace in association with the creation of 8 residential units (2 one-bed, 4 two-bed and 2 bedsits (Class C3)); associated external works including installation of French doors to create two courtyards at lower ground floor level, conversion of two front vaults to form part of proposed Flat 2, and installation of three roof lights at first floor level. as shown on drawing numbers 342-A-010; 011; 012; 013; 014; 015; 016; 017; 018; 020 REV E; 021 REV D; 022 REV C; 023 REV B; 025 REV A; 026

REV B; 027 REV B; 028; 029; 030; P-001 REV B; 002 REV A; 003 REV B; 004 REV B; 005REV A; 006 REV A; 007 REV A; 008 REV A; 009 REV A; 010 REV A; 011 REV A; 012 REV A; Code for sustainable homes strategy (4/3/2010) and Daylight and sunlight report (Jan 2010)

2.5 "the Education Contribution"

the sum of £12,592 (twelve thousand, five hundred and ninety two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.6 "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

2.7 "Occupation Date"

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

2.8 "the Parties"

mean the Council the Owner and the Mortgagee

2.9 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 1 February 2010 for which a resolution to grant permission has been passed conditionally under reference number

Ko and Partners Architects
Unit 6
1-3 Upper Richmond Road
London
SW15 2RF

Application Ref: **2009/5883/P**

18 March 2009

Dear Sir/Madam

DRAFT

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
165 Gray's Inn Road
London
WC1X 8UE

Proposal:

DECISION
Additions and alterations including the erection of a canopy over extension and utilising basement floorspace in association with the creation of residential units (2 one-bed, 4 two-bed and 2 bedsits (Class C3)); associated external works including installation of French doors to create two courtyards at lower ground floor level, conversion of two front vaults to form part of proposed Flat 2, and installation of three roof lights at first floor level.

Drawing Nos: 342-A-010; 011; 012; 013; 014; 015; 016; 017; 018; 020 REV D; 021 REVC; 022 REV D; 023 REV B; 025 REV A; 026 REV A; 027 REV B; 028; 029; 030; P-100 REV A; 101 REV B; 102 REV B; 103 REV B; 104 REV B; 105 REV A; 106 REV A; 107 REV A; 108 REV B; 109 REV A; 110 REV A; 111 REV B; 112 REV B; 113; 120 REV A; P-001 REV B; 002 REV A; 003 REV B; 004 REV B; 005REV A; 006 REV A; 007 REV A; 008 REV A; 009 REV A; 010 REV A; 011 REV A; 012 REV A AND Daylight and Sunlight Report (Jan 2010)

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 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1 B3, B6 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 2 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.

DRAFT

- 3 Before the development commences, details of the proposed cycle storage area for x8 cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 Full details in respect of the brown roof above the rear extension in the area indicated on the approved plans shall be submitted to and approved by the local planning authority before the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies N5 and SD9B of the London Borough of Camden Replacement Unitary Development Plan 2006 and Camden Planning Guidance 2006.

- 5 Prior to the occupation of the residential units hereby approved obscure glazing shall be installed on windows W07, W10 and W17, as shown on the approved drawings. The obscure glazing shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 Before any of the new residential units are occupied, details of sound insulation measures for all of the new residential units which would have windows fronting Grays Inn Road shall be submitted to and approved in writing by the Local Planning Authority. The approved sound insulation measures shall be installed prior to

occupation of any of the residential units, and retained and maintained thereafter.

Reason: To safeguard the future residential amenities of the occupiers of the building in accordance with the requirements of policies SD6 and SD7b of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The use of the flat roof of the ground floor rear extension shall not be used as a amenity terrace.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of PolicySD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 8 Before the development commences, details of the location, design and method of waste storage and removal (including materials) shall be submitted to and approved by the Council and the contractor shall therefore be provided prior to the first occupation of a flat. The waste storage shall be permanently maintained and retained thereafter.

Reason: To safeguard the amenities of the premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8, Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 9 The development hereby permitted shall be carried out in accordance with the following approved plans 342-A-010; 011; 012; 013; 014; 015; 016; 017; 018; 020 REV D; 021 REV C; 022 REV D; 023 REV B; 025 REV A; 026 REV A; 027 REV B; 028; 029; 030; 031 REV A; 032 REV A; 033 REV B; 104 REV B; 105 REV A; 106 REV A; 107 REV A; 108 REV A; 109 REV A; 110 REV A; 111 REV B; 112 REV B; 113 REV B; 114 REV B; 115 REV B; 116 REV B; 117 REV B; 118 REV B; 119 REV B; 120 REV B; 004 REV B; 005REV A; 006 REV A; 007 REV A; 008 REV A; 009 REV A; 010 REV A; 011 REV A; 012 REV A; and Daylight and Sunlight Report (Jan 2010)

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

Informative(s):

- 1 The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1 Quality of life, SD6 Amenity for occupiers and neighbours, SD2 Planning obligations, SD9 Energy and resources, H1New housing, H7 Lifetime homes and wheelchair housing, H8 Mix of units, B1 General design principles, B3 Alterations and extensions, B6 Listed buildings, B7 Conservation areas, E2 Retention of existing business uses, N4 Providing public open space, N5 Biodiversity, T3 Pedestrians and cycling, T7 Off-street parking, city car clubs and city bike schemes, T8 Car free housing and car capped housing, T9 Impact of parking and T12 Works affecting highways.

Further more the proposal accords with the specific policy requirements in respect of the following principle considerations:- change of use, character and appearance

of host building and the Bloomsbury Conservation Area, residential amenity of surrounding properties and future occupants, transport, sustainability and section 106 Issues.

- 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 Planning and Public Protection Division (Compliance and Enforcement Team, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2363) or by email ppd@camden.gov.uk or on the website www.camden.gov.uk/pollution for ~~see~~ 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 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ
- 5 If a revision to the postal address becomes necessary as a result of this development, applications under Part 1 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 6 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

Yours faithfully

Culture and Environment Directorate



2009/5883/P subject to conclusion of this Agreement

- 2.10 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as Abacus House, 165 Grays Inn Road, London WC1X 8UE the same as shown shaded in grey on the plan annexed hereto
- 2.13 "the Public Open Space Contribution" the sum of £15,030 (fifteen thousand and thirty pounds) to be paid to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of public open spaces in the vicinity of the Development
- 2.14 "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
- 2.15 "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

2.16 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on an assessment under the Code for Sustainable Buildings the Owner having demonstrated that all reasonable endeavours have been carried out to achieve at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property

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 or 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**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE**

- 4.1.1 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.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 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 4.1.1 of this Agreement.

4.2 SUSTAINABILITY PLAN

- 4.2.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan (such approval not to be unreasonably withheld or delayed).
- 4.2.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.2.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.2.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.3 EDUCATION CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full.

4.4 PUBLIC OPEN SPACE CONTRIBUTION

- 4.4.3 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.
- 4.4.4 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

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 2009/5883/P the date upon which the Development is 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.
- 5.5 Payment of the Contributions pursuant to Clause 4.3 and 4.4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM905ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring

Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.6 Submission of the Sustainability Plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting planning reference 2009/5883/P.

5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

- 5.10 At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
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 2009/5883/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 on written demand 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 the 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**

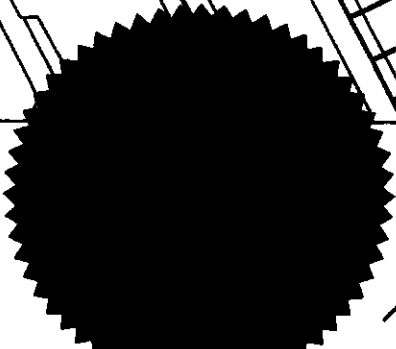
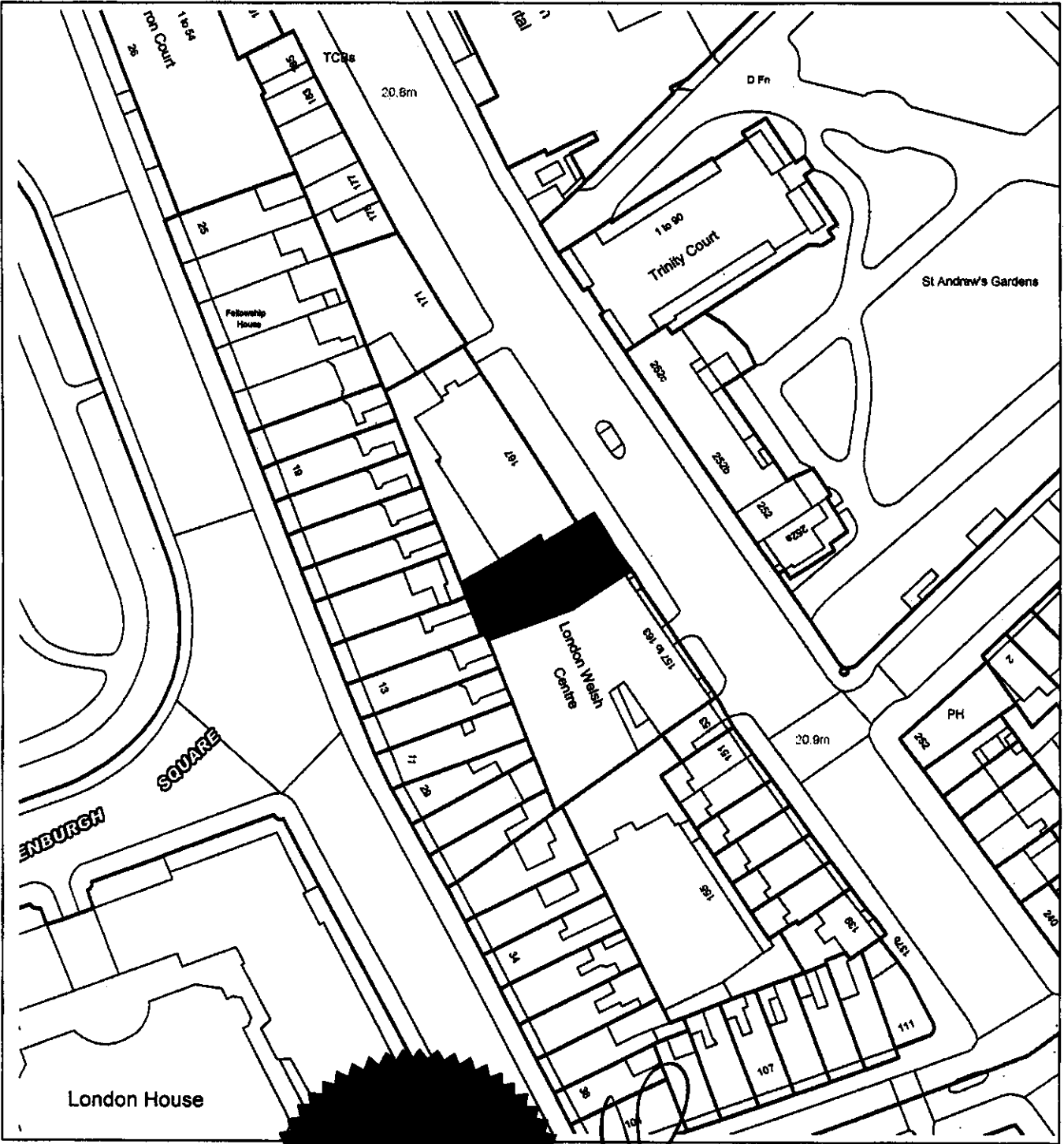
7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee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

Abacus House

165 Grays Inn Road, London WC1X 8UE



Handwritten signature and text:
A stylized signature, possibly "R. R.", is written over the bottom right of the plan. Below it, the text "June 1965" is written in a cursive hand.

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
EDENFIELD ESTATES LIMITED

RPW in the presence of
acting by a Director and its Secretary
~~or by two Directors~~ in the presence of:-

.....
Director

DANIEL CASTLE
5 CADOGAN HOUSE
RICHMOND DRIVE
WOODFORD GREEN
ESSEX
IG8 8RQ

RPW
Director/Secretary Signature of Witness

RPW _____
Name and address of witness

EXECUTED as a Deed
by THE ROYAL BANK OF
SCOTLAND PLC
in the presence of:-

Signature was witnessed as a deed
For the purposes of
The Royal Bank of Scotland plc
By a duly authorised Attorney

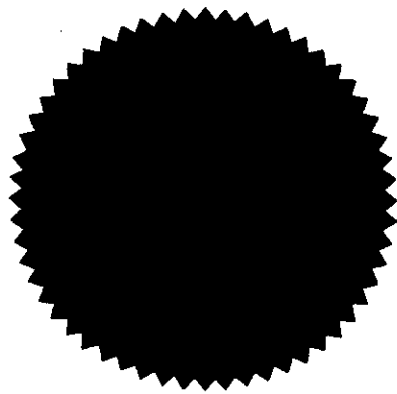
.....
in the presence of *Jacqueline Bailey*

J Bailey
Witness Signature - Bank Employee

John Yates
JOHN YATES DOCUMENTOR
20017 DOCUMENTOR
744 405 / R2 / md

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

.....
Authorised Signatory



DATED

24th March

2010

(1) EDENFIELD ESTATES LIMITED

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
Abacus House, 165 Grays Inn Road, London WC1X 8UE
pursuant to Section 106 of the Town and Country Planning
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Andrew Maughan
Head of Legal Services
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