

SR



Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1680
Textlink 020 7974 6866

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

Mr Michael Lees
Caryatid Ltd
20 Kings Avenue
LONDON
N10 1PB

Application Ref: **2008/3362/P**
Please ask for: **John Sheehy**
Telephone: 020 7974 **5649**

24 April 2009

Dear Sir/Madam

DECISION

Town and Country Planning Acts 1990 (as amended)
Town and Country Planning (General Development Procedure) Order 1995
Town and Country Planning (Applications) Regulations 1988

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
66 Compayne Gardens
London
NW6 3RY

Proposal:

Creation of new self-contained flat in loft space with the installation of 2 dormer windows to the rear roof slope, one with inset terrace, and one dormer window to the side roof slope; alterations to front gable window.

Drawing Nos: Site Location Plan; 0803-02; -03; -05; -06; -07; -08; 09 -11A; 13 -14B; 15C; 16C; 17-B; 18B; 19.

The Council has considered your application and decided to grant permission subject to the following condition(s):

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 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 S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

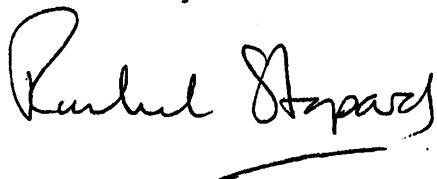
- 1 Reasons for granting permission.

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 S1, S2, SD6, B1, B3 and B7. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully



Rachel Stopard
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

DATED

24th April.

2009

(1) ADRIAN ROBERT BURGERING & JAMES MADIGAN

and

(2) THE ROYAL BANK OF SCOTLAND PLC

and

(3) JAMES MADIGAN

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as
66 Compayne Gardens, London, NW6 3RY
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 1918
Fax: 020 7974 2962**

**G:\case files\culture & env\planning\nbc\s106 Agreements/ (CF)
CLS/COM/LMM/1431.1385**

v3

THIS AGREEMENT is made the

24th

day of

April

2009

BETWEEN:

1. **ADRIAN ROBERT BURGERING and JAMES MADIGAN** of Ground Floor, 28-30 Cricklewood Broadway, London NW2 3HD (hereinafter called "the Freehold Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND** of Abbey Gardens, 4 Abbey Street, Reading, Berkshire RG1 3BA (hereinafter called "Mortgagee") of the second part
3. **JAMES MADIGAN** of 28-30 Cricklewood Broadway, London, NW2 3HD (hereinafter called the "Leasehold Owner" of the third part]
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Freehold Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL339707.
- 1.2 The Leasehold Owner is registered at HM Land Registry as the leasehold proprietor with Title absolute of the leasehold part of the Property under Title Number NGL690738.
- 1.3 The Leasehold Owner [hereafter called the Owner] is the Owner of and is interested in the Property for the purposes of Section 106 of the Act subject to a charge to the Mortgagee.
- 1.4 The Freehold Owner hereby consents to the Owner entering into this Agreement and agrees that their interest in part of the Property shall be subject to the terms obligations and covenants in this Agreement
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 07/07/2008 and the Council resolved to grant permission

conditionally under reference number **2008/3362/P** subject to the conclusion of this legal Agreement.

- 1.6 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.
- 1.7 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 ROYAL BANK OF SCOTLAND** as Mortgagee under a legal charge registered under Title Number NGL690738 and dated 07/03/2008 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" | Creation of new self-contained flat in loft space with the installation of 2 dormer windows to the rear roof slope, one with inset terrace, and one dormer window to the side roof slope as shown on drawing numbers Site Location Plan; 0803-02; -03; -05; -06; -07; -08; 09 -11A; 13 -14B; 15C; 16C; 17-B; 18B; 19 |
| 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 "the Nominated Unit" means the newly created flat in the loft space
- 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 Freehold Owner, 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 07/07/2008 for which a resolution to grant permission has been passed conditionally under reference number **2008//3362/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 S106 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 66 Compayne Gardens, London, NW6 3RY 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

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, 8 and 9 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 the Nominated 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 **2008/3362/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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number **2008/3362/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 Freehold 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. **JOINT AND SEVERAL LIABILITY**


8.1 All Covenants made by the Owner, the Freehold Owner and the Mortgagee in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 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, the Freehold Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
ADRIAN ROBERT BURGERING
in the presence of:

) 
)
)


.....
Witness Signature

Witness Name: *Marta Pysierne*

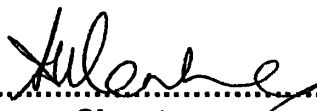
Address: *88 Brookfield, Brookhurst Gardens NW6 3BL*

Occupation: *Financial Assistant*

EXECUTED AS A DEED BY
JAMES MADIGAN
in the presence of:

)
)
)




.....
Witness Signature

Witness Name: DAVID CHRISTOPHER BAILOR,

Address: 17 BENTINCK ST LONDON W1V 1ES

Occupation: LEGAL ASSISTANT


EXECUTED AS A DEED BY Stephen Meylun Thomas as Attorney for and on behalf of
THE ROYAL BANK OF SCOTLAND PLC)
~~was hereunto affixed~~)
~~in the presence of:~~)
~~acting by a Director and its Secretary~~)
~~or by two Directors~~)



.....
Director

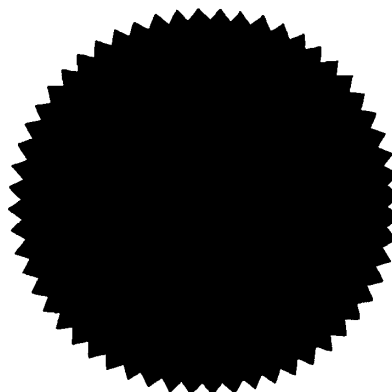
.....
Director/Secretary

In the presence of:

Witness signature: 
Witness name: Carolyn Faye Harwood
Witness occupation: Solicitor
Witness address: 10th floor, 280 Bishopsgate
London.

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


.....
Authorised Signatory



RBS UK
DIVISIONAL POWER OF
ATTORNEY
(ENGLISH LAW)

by

THE ROYAL BANK OF SCOTLAND plc

in favour of

MARK RONALD ANDREWS AND
OTHERS

RBS UK

19 September 2008

THIS DEED OF POWER OF ATTORNEY is made on the Nineteenth day of September Two Thousand and Eight, by **THE ROYAL BANK OF SCOTLAND plc**, registered in Scotland with registered number 90312, **WE HEREBY** as from and including the Nineteenth day of September Two Thousand and Eight **APPOINT**, **Mark Ronald Andrews**, Managing Director, Midland, Wales & Anglia, **Thomas Stewart Armour**, Director, Real Estate Finance, **Suzanne Lee Avery**, Managing Director, Real Estate Finance, **Nick Bailey**, Chief Administrative Officer, Commercial Banking, **Robert Andrew Bailey**, Head of Lombard Vehicle Management, **Kenneth Campbell Barclay**, Managing Director, UK Corporate Banking Scotland, **Robin Barnes**, Regional Director, South East, **Linda Barstow**, Assistant Documentation Manager, **Andrew Baxter**, Assistant Documentation Manager, **Deborah Ann Beddow**, Assistant Documentation Manager, **Alan Keith Bellass**, Senior Documentation Manager, **Susan Bingham**, Assistant Documentation Manager, **David John Birchwood**, Senior Documentation Manager, **Tim Boag**, Head of Structured Finance, **Niki Bodalia**, Assistant Documentation Manager, **Paul Robert Bosson**, Corporate & Structured Finance London, **Philip David Bowen**, Head of Credit Operations, RBSIF, **Kenneth Bradley**, Regional Director, Guernsey, **Kelly Louise Bramhall**, Assistant Documentation Manager, **Jonathan Bramwell**, Regional Director, East of England, **David Colin Brogan**, Assistant Documentation Manager, **Peter Brown**, Managing Director, Financial Institutions Group, **Malcolm Buchanan**, Regional Director, Manchester, **Andrew Burt**, Assistant Documentation Manager, **Derek John Benjamin Busby**, Regional Director, Aberdeen, **Iain Campbell**, Documentation Manager, **Paul John Carroll**, Head of Corporates, Group Legal, **Tom Cawley**, Regional Director, Midlands, **Joyce Mary Christison**, Assistant Documentation Manager, **Delia Jane Clarke**, Senior Documentation Manager, **Nigel Timothy John Clibbens**, Chief Operating Officer, Lombard, **Paul Coates**, Head of Real Estate Finance, **Stephen Cockell**, Regional Managing Director, Midlands, **Kevin Malcolm Cook**, Assistant Documentation Manager, **Peter James Craft**, Managing Director, Trustee & Depository Services, **Stuart Cruickshank**, Head of REF Transaction Management, **Rhydian Davies**, Regional Director, Property, **Alison Dean**, Assistant Documentation Manager, **Anthony Paul Dean**, Regional Director, North, **Grant Anthony Denny**, Senior Director, Real Estate Finance, **Alan Sinclair Devine**, Head of Portfolio Management, RBS UK, **Ian Gordon Dickie**, Team Manager, **Marion Ellen Dodds**, Documentation Manager, **Amanda Donaldson**, Assistant Documentation Manager, **James Doolan**, CAO, **John Lee Doyle**, Head of Corporate & Commercial Finance, Corporate Lending, Group Legal, **Simon James Eacott**, Head of CAO, **Michael Ellwood**, Regional Managing Director, CSF, **Roger Alexander Falconer**, Team Manager, **David Farquharson**, Head of Corporate Documentation & Operations, Scotland, **Lauren Christie Ford**, Assistant Documentation Manager, **Colin Carrick Galbraith**, Senior Documentation Manager, **William Graham Galloway**, Regional Managing Director, Commercial Banking Scotland, **Clive Gavin**, Head of Portfolio Management, **Adrian John Gill**, Regional Managing Director, RBSI, **Joanna Gill**, Assistant

Documentation Manager, **Sharon Gillibrand**, Team Manager, **Christine Grant**, Assistant Documentation Manager, **Michael McKenzie Gray**, Head of Sales, RBSI, **Andrea Gregson**, Documentation Manager, **Peter Hallam**, Senior Documentation Manager, **Graham Hantonne**, Team Manager, **Andrew Harrison**, Managing Director, Corporate Leveraged Finance, **Stephen Paul Harrison**, Senior Director, Real Estate Finance, **David Christopher Hastings**, Regional Director, Property, **Kevin Havelock**, Regional Director, Edinburgh, **Andrew Mark Hazel**, Team Manager, **Robert Ian Henley**, Managing Director, Major Corporate Banking, **David Hersey**, Regional Director, Birmingham, **Stuart Heslop**, Head of CIB, Scotland, **Claire Anne Hill**, Assistant Documentation Manager, **Alan Robert Hogg**, Deputy Team Manager, **Mark Hutchinson**, Team Manager, **Ian Isaac**, Director of Strategy & Business Improvement, Lombard, **Helen Louise Johnston**, Assistant Documentation Manager, **Greg Jones**, Managing Director, South, **Paul Anthony Jordan**, Assistant Documentation Manager, **Ian Geoffrey Kay**, Managing Director, London, **Steven Lane**, Documentation Manager, **Alasdair Grant Leslie**, Documentation Manager, **Sarah Pamela Long**, Assistant Documentation Manager, **Sean Austin Longsdale**, Regional Managing Director, South, **Peter Edmund Lord**, Head of Programme Office, Lombard Change Delivery, **Matthew Lowe**, Regional Director, Newcastle, **David Robert Lyall**, Assistant Documentation Manager, **John Alan Forbes Macdonald**, Senior Documentation Manager, **Joanne Marie Machin**, Assistant Documentation Manager, **Richard Mackie**, Director, Legal & Compliance, TDS, **Janet Martin**, Director, Risk & Operations, UKCB, Scotland, **Steven Bruce Matthews**, Managing Director, Regional Corporate Banking, **Victoria Kate McEneaney**, Regional Director, Isle of Man, **Ross William McFarlane**, Director, UK Sales & Client Relations, RBSIF, **James William McIntyre**, Regional Director, Glasgow, **Mark McNicholas**, Head of RBSI, Real Estate Finance, **Yvonne Meechan**, Assistant Documentation Manager, **Ian Michael Milne**, Regional Director, South, **Andrew Stuart Mitchell**, Regional Director, Property, **Jason Morgan**, Head of Operations, CAO, **Paul Keith Mundy**, CAO, RBSI, **Jason Necker**, CAO, **Alison Lesley Nelson**, Assistant Documentation Manager, **Jane O'Connor**, Documentation Manager, **Brian Patrick O'Donnell**, Documentation Manager, **Andrew Philip Page**, Managing Director, TDS, **Edward Samuel Park**, Assistant Documentation Manager, **Matthew Charles Pashley**, Assistant Documentation Manager, **Susan Mary Paterson**, Assistant Documentation Manager, **Richard Mark Priestman**, Director of Corporate Business, Lombard, **Mark Qualter**, Regional Director, Leeds, **William James Andrew Ratcliffe**, Managing Director, North, **Simon Recaldin**, Head of Lombard Operations, Rotherham, **Michael John Reeves**, Regional Director, Thames Valley, **Edward Rintoul**, Managing Director, Corporate Banking, Scotland, **Barry John Roberts**, Regional Director, Liverpool, **Kathryn Henderson Rorke**, Assistant Documentation Manager, **Neil Rudge**, Managing Director, Structured Finance, **Diane Marie Ryan**, Team Manager, **Michael Andrew Ryan**, Team Manager, **Mauline Sam**, Team Manager, **Aristeidis Seliantis**, Documentation Manager, **David William Reid Shalliday**,

Regional Director, South West & Wales, **Tracy Yvonne Shard**, Team Manager, **Ian Rogan Sharpe**, Director, Client Relationships, TDS, **Paul Shawcross**, Team Manager, **Gordon Shepley**, Documentation Manager, **Freda Lilian Sinclair**, Assistant Documentation Manager, **Roger Paul Slade**, Assistant Documentation Manager, **Graeme Smith**, Regional Director, Jersey, **Kay Helen Southwell**, Assistant Documentation Manager, **Mark Spurin**, Director of Sales, UKCB, **Kenneth James Stewart**, Managing Director, CSF, Scotland, **Patricia Stranaghan**, Head of Corporate Legal and Support, Lombard, **Catherine Elizabeth Tannahill**, Documentation Manager, **James Telfer**, Assistant Documentation Manager, **Tonino Testa**, Head of Corporate Documentation & Operations, MCB & REF, **Huw Thomas**, Head of Corporate Documentation & Operations, RCB, **Sharon Thompson**, Assistant Documentation Manager, **Kevin Tomlin**, Director, Client Relationships, TDS, **Richard Simon Topliss**, Regional Managing Director, North, **Tracey Totten**, Documentation Manager, **David Roy Treacher**, Head of Debt Advisory Group, **Charleen Lisa Trigg**, Head of Commercial and Business Banking, Group Legal, **Andrew Gregory Turbutt**, Managing Director, Leisure & Media, **Andrew Stewart Walker**, Documentation Manager, **Ian Hendy Walker**, Senior Documentation Manager, **Keri James Walters**, Assistant Documentation Manager, **Alan Howard Waudby**, Documentation Manager, **David Whitlock**, Managing Director, Business Services Group, **Gail Wieczorek**, Assistant Documentation Manager, **David Brian Worrall**, Assistant Documentation Manager, **Timothy John Albery**, Senior Corporate Manager, **Nicola Baker**, Corporate Director, **Peter Bartholomew Baldacci**, Corporate Manager, **Andrew David Bard**, Senior Corporate Manager, **Christopher John Benbow**, Investment Director, **Keith Charles Bennett**, Investment Director, **Colin Richard Bickle**, Corporate Director, **Michael Birch**, Corporate Director, **Joanne Borham**, Senior Corporate Manager, **Stephen Brogan**, Senior Corporate Manager, **Andrew Nicholas Bruce**, Investment Director, **Sheila Elizabeth Bush**, Senior Corporate Manager, **Mark Andrew Calvert**, Director, **David Edmund Cartledge**, Head of Property Unit, **William Edward Charters**, Senior Corporate Manager, **Ian Clark**, Corporate Manager, **Timothy Clark**, Regional Director, **John William Cresswell**, Corporate Director, **Richard Devin**, Director SLS France, **Malcolm Arthur Joseph Dodds**, Corporate Director, **Richard John Dorman**, Director, **Mark Kevin John Dunn**, Corporate Director, **Alan Ronald William Ferguson**, Head of SLS Americas, **Sally-Anne Fishier**, Corporate Director, **Johannes Carl Funke**, Director SLS Germany, **George Campbell Fyfe**, Director Property, **Gerald Eric Gannaway**, Senior Corporate Manager, **Jon Rennie Gardner**, Senior Corporate Manager, **Neil John Graham**, Corporate Director, **John Gray**, Senior Corporate Manager, **Michael Gray**, Corporate Director, **Clare Louise Halliwell**, Senior Corporate Manager, **Carolyn Campbell Hardie**, Corporate Director, **John William Hartigan**, Senior Corporate Manager, **Robert John Hedger**, Director, **Mark Alan Hughes**, Corporate Director, **Paul David Jacks**, Corporate Director, **Gary Jessop**, Corporate Director, **Syed Khurseed Raza Khan**, Director, **Fiona-Jane MacGregor**, Head of Strategic Investment Group, **Robert Guy Mason**, Investment Director, **Kevin**

Matthews, Senior Corporate Manager, **Gary George Meikle**, Senior Corporate Manager, **Andrew James Morris**, Financial Controller, **Lee Aiden Morrison**, Regional Director, **Stephen John Munro**, Corporate Manager, **Joy McAdam**, Head of Recoveries & Litigation, **Frank Martin McCusker**, Corporate Director, **Kelly Tania Page**, Corporate Director, **Carol Ann Parrott**, Senior Corporate Manager, **Sanjay Bhupendra Patel**, Investment Director, **Michael John Potts**, Senior Corporate Manager, **Robert Stewart Rae**, Senior Corporate Manager, **Ian Roberts**, Head of Business Restructuring Group, **John Francis Robinson**, Senior Corporate Manager, **Nancy Joan Roughsedge**, Senior Corporate Manager, **Niamh Mary Simms**, Senior Corporate Manager, **Sarah Louise Smith**, Senior Corporate Manager, **Toni John Smith**, Director Property, **Antony Stimpson**, Corporate Director, **Dominic Strawbridge**, Head of Active Insolvency Management, **Lesley Mary Strawbridge**, Corporate Director, **Christopher Trevor Stride**, Senior Corporate Manager, **Stephen Melvin Thornes**, Senior Corporate Manager, **Alan Walton**, Corporate Director, **Graham Archibald Welsh**, Investment Director, **Robert Michael Whitehead**, Corporate Manager, **Michael Richard Woollacott**, Corporate Director, **Neil Wright**, Corporate Director, (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 taking of or the release or variation of or in any other way pertaining to guarantees or 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 and/or other rights and remedies 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 interest 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 including 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.

(7) Such deeds or other documents in connection with any company or other body corporate:-

- (i) of which we are a member,
- (ii) for which we hold shares or stock, or
- (iii) in which it is proposed to acquire shares or stock in connection with the provision of banking facilities;

including, without prejudice to the foregoing generality, any share or stock transfer forms, forms of renunciation, agreements for or relative to the purchase or sale of any shares or stock, agreements for or relative to an option for the purchase or sale of any shares or stock, consents to holding meetings at short notice, consents to variation of class rights, documents authorising any person to act as our corporate representative at any meeting of members or creditors, documents authorising any person to attend, act and vote for us at all meetings and in regard to all matters and questions of any such company or body corporate or at any class meeting of share holders or creditors of any such company or body corporate and to grant proxies for others to act on our behalf at any such meetings, documents delegating the power to agree to the liquidation, amalgamation, reconstruction or transfer of any such company or body corporate; and all documentation generally required in connection with any of the foregoing.

(8) Any agreements, contracts, deeds, letters, certificates, confirmations, securities, discharges, releases, waivers and any other documents which relate to any matter concerning the following activities:-

- (i) lending, either bilaterally or with a syndicate of banks in any jurisdiction, whether secured or unsecured, senior or subordinated;
- (ii) entering into inter-creditor and subordination agreements;
- (iii) entering into loan note guarantees;
- (iv) establishing joint ventures;
- (v) participating in loans provided by other lenders, either on a funded or risk basis and selling or transferring participations in our own lending to other banks, entering into novations, assignments, sub participations or any other transfer document;
- (vi) entering into account bank agreements, escrow agreements and associated acknowledgements;
- (vii) the purchase or sale of debt and debt instruments;
- (viii) the issue and or acceptance of bills of exchange or eligible debt securities;
- (ix) entering into insurance contracts;
- (x) entering into credit default or other swaps;
- (xi) underwriting credit risk;
- (xii) entering into leasing or other asset finance transactions;
- (xiii) equity participations;
- (xiv) entering into equity option agreements;
- (xv) entering into property participation agreements; and/or
- (xvi) entering into ancillary fee agreements;

or otherwise concerning the uplifting, receipt, recovery, remuneration, release, waiver, discharge, assignment or conveyance (whether in whole or in part) of all debts and sums of money now due or to become due to us by any person or persons.

(9) Any declarations or certificates required in connection with the notarisation, legislation, consularisation or other formalisation or registration of any of the documents referred to above (and for the purpose to appear before notaries public, consuls, registrars or other public officials).

(10) Any agreements, contracts, deeds, letters, certificates, confirmations, securities, discharges, releases, waivers and any other documents which relate to any matter concerning the following activities carried on by us:-

- (i) registration services in connection with our role as the keeper of the register of holders and distributor of income in relation to collective investment schemes;
- (ii) investment management services;
- (iii) income tax services;
- (iv) insurance services; and/or
- (v) collective investment vehicle services (including acting as trustee for unit trusts, common investment funds and limited partnerships, as depositary of open ended investment companies and any ancillary services related thereto).

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 intrusions 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 said Nineteenth day of September Two Thousand and Eight 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.

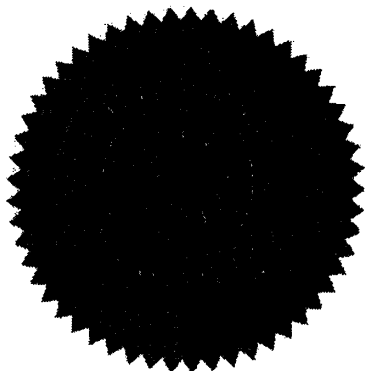
SEALED with the COMMON SEAL of
THE ROYAL BANK OF SCOTLAND plc



Authorised Sealing Officer



Authorised Sealing Officer



66 Compayne Gardens, London, NW6 3RY



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[Handwritten signature]
04/11/02

Caryatid Ltd
20 Kings Avenue
LONDON
N10 1PB

Application Ref: **2008/3362/P**

23 March 2009

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:
66 Compayne Gardens
London
NW6 3RY

Proposal:

Creation of new self-contained flat in loft space with the installation of 2 dormer windows to the rear roof slope, one with inset terrace, and one dormer window to the side roof slope; alterations to front gable window.

DRAWING NOS: Site Location Plan; 0803-02; -03; -05; -06; -07; -08; 09 -11A; 13 -14B; 15C; 16C; 17-B; 18B; 19.

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 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 S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting permission

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 S1, S2, SD6, B1, B3 and B7. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.

Yours faithfully

Culture and Environment Directorate

DATED

24th April.

2009

(1) ADRIAN ROBERT BURGERING & JAMES MADIGAN

and

(2) THE ROYAL BANK OF SCOTLAND PLC

and

(3) JAMES MADIGAN

and

**(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

66 Compayne Gardens, London, NW6 3RY

**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 1918

Fax: 020 7974 2962

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