

Dated

11 September

2014

[1] The Owner: WILSON HOUSE LIMITED

UNILATERAL UNDERTAKING

Under Section 106 of the Town and Country Planning Act 1990 concerning land at
Pine Close, Westergate PO20 3AE

Planning Application Ref:
Contributions for Affordable Housing of £6,624
Monitoring Fee £150.00

Arun District Council
Arun Civic Centre
Maltravers Road
Littlehampton
West Sussex BN17 5LF
Tel: 01903 737500
DX: 57406 Littlehampton

THIS UNILATERAL UNDERTAKING is given this



2014

By WILSON HOUSE LIMITED (Company registration number 05439198)
Of Wilson House, Waterberry Drive, Waterlooville PO7 7XX ("the Owner")

IN FAVOUR OF Arun District Council of Arun Civic Centre Maltravers Road
Littlehampton West Sussex BN 17 5LF with the agreement and consent of :-

National Westminster Bank plc (Company registration number 929027) of Credit
Documentation, PO Box 339, Manchester M60 2AH ("The Mortgagee") and whose registered
office is at 135 Broadgate, London EC2M 302 and whose address for service is
Credit Documentation, PO Box 339, Manchester M60 2AH
Andrew Harvey Wilson and Christine Peggy Wilson both of Broadway Lodge,
Eastlandgate, Lovedean, Waterlooville PO8 0SR ("the Second Mortgagee")

1. Background

- 1.1 The Owner is the freehold owner of the Land.
- 1.2 Arun District Council is the local planning authority for the purposes of this Deed for the area within which the Land is situated
- 1.3 The Owner has applied or intends to apply to the Council for planning permission to develop the Land
- 1.4 The Council has not determined the Application
- 1.5 In order to secure the best use of land and a properly planned environment the Owner is desirous of binding the Land in the terms set out hereinafter and the Mortgagee and the Second Mortgagee have agreed to join in this Deed and for the Land to be bound by its terms

2. Definitions

In this Undertaking

- 2.1 Any reference to a clause is to one in this Deed and the headings of clauses are for ease of reference and do not form part of this Deed
- 2.2 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it
- 2.3 'The Act' means the Town and Country Planning Act 1990 (as amended)
- 2.4 'Application' means the planning application submitted or to be submitted by the Owner seeking planning permission to develop the Land by building houses in the manner described in the Application
- 2.5 "Affordable Housing Contribution" means the sum of £6,624.00 for the purpose of providing or helping to provide Affordable Housing as defined within Annex 2 The Glossary to The National Planning Policy Framework within the whole of the Arun District
- 2.6 Land' means the land at Pine Close, Westergate PO20 3AE shown edged

red on the attached Plan.

- 2.7 “Development” means the development authorised by the Planning Permission issued pursuant to the Application

3. Enabling Provisions

3.1 This Unilateral Undertaking:

- 3.1.1 is given by the Owner to the Council
- 3.1.2 is made pursuant to the provisions of S106 of the Act
- 3.1.3 is a planning obligation for the purposes of that S106 of the Act
- 3.1.4 is given with the intent to bind the Owner’s interest in the Land
- 3.1.5 shall be enforceable by the Council as local planning authority
- 3.1.6 is executed by the Owner as a Deed

- 3.2 No person shall be liable for breach of covenant contained in this Unilateral Undertaking after he shall have parted with all interest in the Land or the part in respect of which breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

4. Commencement

The provisions of this Deed shall take effect on the completion of this Deed of undertaking by the Owner

5. Contributions

The Owner undertakes to pay to the Council the Affordable Housing Contribution on or before commencement of the Development to be authorised by any Planning Permission issued pursuant to the Application

6. Monitoring and Implementation Costs

- 6.1 The Owner and the Applicant undertakes with the Council to :-
- [a] pay in addition to the above Contribution
 - [b] the sums set out in the table below
 - [c] at the time or times set out in the table below and
 - [d] for the purposes set out in the table below



architects & urban designers

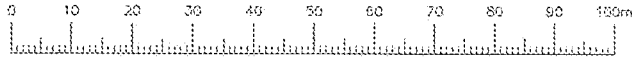
Tel: 0545 365 1475
Email: mcl@adp-uk.co.uk
www.adp-architects.co.uk

Richmond Court, 54 Bailey Road, Park Gate, Southampton, SO31 1SA

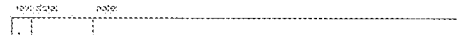
project name/address:
Residential Development
Pine Close
Westergate
PO20 3AE
 client:
Wilson House Developments
 drawing title:
Location Plan

Copyright
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 ADP Architects Ltd AR 100010061

job number:	drawing number:	revision:
1643	L01	
drawing scale/size:	date:	drawn:
1:1250 (A4)	Jan 14	



LINEAR SCALE 1:1250
 A4@1:1250



Indicative



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Payee	Time for Payment	Amount	Purpose
The Council	On Commencement of the Development	£150	ADC Monitoring of compliance with the Deed and subsequent expenditure of the Contribution Sum by the Council

6.2 For the avoidance of doubt the Council shall be entitled to utilise a proportion of any monetary contributions specified in this Deed for related project costs up to a maximum of 5% of the sum or £15,000 which ever shall be the larger

6.3 For the avoidance of doubt the above charges are standard charges and shall not preclude the Council from claiming and receiving any additional monitoring and legal or enforcement costs above and beyond these standard charges when circumstances require that they be incurred in pursuing full compliance with this Deed whether through the courts or otherwise

7. Registration of this Unilateral Undertaking

The Owner acknowledges that this Unilateral Undertaking shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council

8. Costs

The Owner undertakes to pay to the Council the sum of its reasonable legal costs of £200 on or before Completion of this Deed

9. Mortgage Consent Clause

9.1 The Mortgagee hereby consent to the Owner entering into this Deed and to the Land being bound by its terms and will be bound itself by such covenants only upon exercise of its rights as mortgagee in possession in respect of the Mortgagee's security under which the Land has been secured and in no other circumstances whatsoever

9.2 The Second Mortgagee agrees to the Owner entering into this Deed and to the Land being bound by its terms and will be bound themselves by such covenants only upon exercise of their rights as mortgage in possession in respect of the security under which the Land has been secured and in no other circumstances whatsoever

10. Agreements and Declarations

It is hereby agreed and declared as follows:-

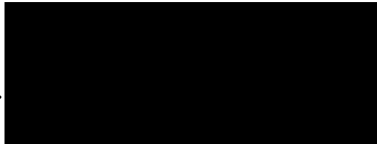
- 10.1 If the Planning Permission expires within the meaning of Section 91, 92 or 93 of the Act or is revoked or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner the Developer or their successors in title this Deed shall cease to have effect
- 10.2 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission granted by the Council or by the Secretary of State upon appeal or reference to him after the date of this Deed

11. Miscellaneous

- 11.1 This Deed may at the absolute discretion of the Council be applied to the Development as authorised by the Planning Permission or as varied or renewed or re submitted from time to time provided always in each of these cases that the sum of the Affordable Housing Contribution remains unchanged. The application of this Deed to any other Planning Permissions shall be recorded on those Planning Permissions by an "Informative" note.
- 10.2 No covenants or obligations contained in this Deed shall be binding upon any part of the Land that may in future be acquired by a statutory undertaker for the purposes of its undertaking or operational Land as defined in the S262 of the Act.

SIGNED as a DEED by the Owner
acting by a director in the presence of:

}

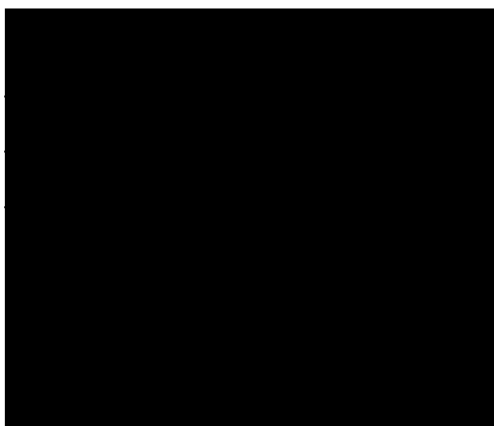
... 

Witness signature

Witness Name

Address

Occupation



Signed and Delivered as a deed
for and on behalf of the Bank
by a duly authorised Attorney
in the presence of:-

Witness' Signature - Bank Employee

Bank ref:

SIGNED as a deed by the said
ANDREW HARVEY WILSON
in the presence of:

Witness signature

Witness Name

Address

Occupation

SIGNED as a deed by the said
CHRISTINE PEGGY WILSON
in the presence of:

Witness signature

Witness Name

Address

Occupation

Signed and Delivered as a Deed)
For and on behalf of)
National Westminster Bank Plc)
By a duly authorised Attorney)

In the presence of *Amie Beeson*

Witness Signature-Bank employee

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

by

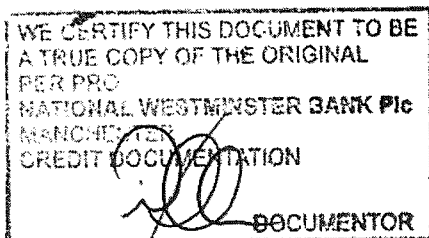
NATIONAL WESTMINSTER BANK Plc

in favour of

FUNDA AKYILDIRIM AND OTHERS

BUSINESS SERVICES

24 October 2013



THIS DEED OF POWER OF ATTORNEY is made on the Twenty Fourth day of October Two Thousand and Thirteen (thereinafter referred to as the "Commencement Date"), by **NATIONAL WESTMINSTER BANK Plc**, registered in England and Wales with registered number 929027, **WE HEREBY** as from and including the Commencement Date **APPOINT** the individuals identified by reference to the names and, subject to the terms of this Power of Attorney, corresponding job titles in the table below, being:

First Name	Middle Name	Surname	Job Title	Usual place of work
Funda		Akyildirim	Vice President	Turkey
Iva		Arnostova	GTS Trade Specialist	Czech Republic/Slovak Republic
Sukhdev		Arora	Manager - Payment Operations	United Arab Emirates
Natalie		Austin	Technical Specialist, UK	UK
Esin		Ayanoglu	Associate	Turkey
John		Baines	Technical Specialist, UK	UK
Natalie		Ball	Implementation Manager, Supply Chain Finance	UK
John		Beard	Head of Group Services, UK & Ireland	UK
Margaret		Bewsey	Team Manager, Manchester Trade	UK
Emma		Bewsey	Implementation Manager, Supply Chain Finance	UK
Leena		Bhavnani	Head of Trade Operations	United Arab Emirates
Sonkal		Bilginier	Associate	Turkey
Fiona		Bonser	Head of Collections Business & Commercial	UK
Craig		Bowers	Technical Specialist, Manchester Trade	UK
Luca		Braulini	Head of Legal, Italy	Italy
Paul		Burkill	Technical Specialist, Manchester Trade	UK
Colin		Burt	Head of Unsecured Collections & Recoveries	UK
Kevin		Butt	Head of Simplifying Customer Life	UK
Recep		Caliskan	Associate	Turkey
Andrew		Carr	Team Manager, Business and Commercial	UK
Olivier		Cherrier	Head of Middle Office	Luxembourg
Sarah	Harriet	Condell	Trade Finance Officer, GTS Ops Ireland	Ireland
Nigel		Davey	Head of Debt Management Operations	UK
Jasper		Davy	Head of Secured Collections & Recoveries	UK
Massimo		De Matteis	Chief Operating Officer	Italy
Maria	Isabel	Diaz Martin	Head of Operations	Spain
Gert		Dillen	Chief Operating Officer	Luxembourg
Emine	Sebnem	Dogan	Associate	Turkey
John		Ellington	Director, Retail Banking Operations	UK
Miguel	Angel	Fernandez Mensaque	COO	Spain & Portugal

First Name	Middle Name	Surname	Job Title	Usual place of work
Nadia		Filali	Head Account Services	Luxembourg
Soraya		Filiali	Head of Operational Risk (Belgium & Luxembourg)	Luxembourg
Michel		Funck	Executive Director	Luxembourg
Dinesh	Kumar	Galhotra	Head of Payment Operations	United Arab Emirates
Blaise		Garban	Head of Legal (Belgium & Luxembourg)	Luxembourg
Serpil		Gecgun	Associate	Turkey
Ethnea	Catherine	Glynn	Team Manager, RBS NV Trade & Ireland Clearing, GTS Ops Ireland	Ireland
Madeleine	Winifred	Graham	RBS Legal, Senior Legal Counsel - UK Retail	UK
Steve		Gresty	Technical Specialist, Manchester Trade	UK
Alex		Guild	Head of Retail Processing & Mortgage Operations	UK
Nitin		Gupta	Head of Operations & Client Services - Middle East and Africa	United Arab Emirates
Martin	Savio	Haynes	Professional Technical Manager, London Trade Centre	UK
Etienne		Heldens	Head of Compliance, Italy	Italy
Brian		Hilton	Technical Specialist, Manchester Trade	UK
Petr		Honzik	Chief Technology Officer	Czech Republic/Slovak Republic
Martin		Howell	Documentary Credits Technical Consultant, Manchester Trade	UK
Dagmar		Hrudkova	Head of GTS Ops	Czech Republic/Slovak Republic
Steve		Hughes	Technical Specialist, Manchester Trade	UK
Dawn		Hyslop	Technical Consultant, London Trade Services	UK
Dennis		Kaefert	NV SCF Team Manager, UK	UK
Mete		Kardes	Associate	Turkey
Abbas	Abdu	Kolothodi	Officer - Teller Operations	United Arab Emirates
Sumithra		Krishnaswamy	Manager - Payment Operations	United Arab Emirates
Radka		Kucerova	Head of Market Ops	Czech Republic/Slovak Republic
Jean-Marc		Lahaye	Executive Director	Luxembourg
Philip		Lakin	Technical Specialist, GTS Ops London - Trade	UK
Fabien		Lehnhart	Head of Operations	Luxembourg
Alexander		Liggatt	Customer Service Representative, GTS Ops Ireland	Ireland
Flora		Machado	Assistant Manager - Trade Operations	United Arab Emirates
Carmen		Martin Alvarez	Business Manager COO	Spain
Sébastien		Massem	Head of Finance	Luxembourg
Robert		McConnell	Technical Manager, Manchester Trade	UK
Moz		Miah	Technical Specialist, Manchester Trade	UK

First Name	Middle Name	Surname	Job Title	Usual place of work
Anu		Michael	Officer - Trade Operations	United Arab Emirates
Sohail		Mirza	Senior Banking Assistance - Teller Operations	United Arab Emirates
Claire Andrew		Mitchell Templeman	Customer Service Manager, Business & Commercial	UK
Michelle		Mockler	Supervisor Ireland Clearing, GTS Ops Ireland	Ireland
Paolo		Modenesi	Chief Financial Officer, RBS plc Italy	Italy
Carlota		Morales Flores	Chief Financial Officer	Spain
William		Morriss	Team Manager, Supply Chain Finance, Manchester	UK
Premlata	Aravindakshan	Nair	Officer - Teller Operations	United Arab Emirates
Ben		Needham	Head of GTS Operations UK & Ireland	UK
Ciara	Eileen	O'Connor	Customer Service Representative, GTS Ops Ireland	Ireland
Giuseppe		Oltolini	Chief Financial Officer, RBS NV Italy	Italy
John		Onuonga	Chief Operating Officer	United Arab Emirates
Rauf		Ozdincer	COO	Turkey
Raffaella		Parapetti	Business Manager COO	Italy
Darren		Pearman	Technical Specialist, GTS Ops London - Trade	UK
Vincent		Peugnet	Head of IT	Luxembourg
Petr		Pilik	Head of GTA Trade Support	Czech Republic/Slovak Republic
Viktor		Prochazka	Head of Commercial Lending	Czech Republic/Slovak Republic
Jonathan		Pyke	Solicitor, Collections & Recoveries, Birmingham	UK
Murtaza		Qadri	Head of Credit Administration	United Arab Emirates
Anthony		Read	Head of Recoveries, Business & Commercial	UK
Sheila		Roberts	NV Trade Team Manager	UK
Phil		Rolfe	Global Head of AML Operations, Group Services	UK
Nicola		Roth	Technical Specialist, UK	UK
Miroslav		Salansky	IT Infrastructure Manager	Czech Republic/Slovak Republic
Sandeep		Satakar	Unit Head - Credit Documentation	United Arab Emirates
Stefan		Sauer	Head of Regulatory Risk & Compliance (Belgium & Luxembourg)	Luxembourg
Ozcan		Sezer	Vice President	Turkey
Neil		Simmons	Technical Specialist, GTS Ops London - Trade	UK
Ravinder		Singh	Manager - Payment Operations	United Arab Emirates
David		Steer	Technical Specialist, Manchester Trade	UK

First Name	Middle Name	Surname	Job Title	Usual place of work
Yahya	Levent	Sumer	Country CHO	Turkey
Davina		Tavener	Production Manager, Manchester Trade	UK
Pelin		Tuzun	Vice President	Turkey
Handan		Uzun	Head of Trade Operations	Turkey
Saraswathi		Venkatesh	Manager - Trade Operations	United Arab Emirates
Kevin		Vigrass	Business Head, Supply Chain Finance	UK
Tom		Waldron	Technical Specialist, Manchester Trade	UK
Simon		Whelan	NV Account Ops Team Manager	UK
Janet		White	Customer Service Manager, London Trade Centre	UK
Howard		Wilde	Technical Specialist, Manchester Trade	UK
Sarah		Woods	Technical Specialist, Manchester Trade	UK
Halisem		Yigit Baran	Commercial Lending	Turkey
Sedat		Yilmaz	Associate	Turkey

and any individual holding, at the date of this Power of Attorney or subsequently, any of the following positions:

Centre Manager, Secured, Birmingham
Centre Manager, Unsecured, Birmingham
Team Manager, Secured Birmingham
Centre Manager, Mortgage Operations
Customer Service Manager, Mortgage Operations
Team Manager, Mortgage Operations
Clerical Level B, Mortgage Operations
Appointed Level A, Mortgage Operations
Appointed Level B, Mortgage Operations
Centre Manager, Credit Documentation
Team Manager, Credit Documentation
Manager, Credit Documentation
Documentor, Credit Documentation

(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:-

(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 or documents (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 (or any other body or organisation which may replace any of them from time to time).

(7) Any agreements, contracts, deeds, letters, certificates, confirmations, securities, discharges, releases, waivers, authorities, directions, notices, instruments or any other documents which relate to any matter concerning cheques and/or letters of credit.

(8) Any declarations or certificates required in connection with the notarisation, legalisation, consularisation or other formalisation or registration of any of the documents referred to in clauses (1) to (7) (inclusive) above (and for this purpose to appear before notaries public, consuls, registrars or other public officials).

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 job titles specified above or equivalent or more senior job titles within the said National Westminster Bank Plc or any other company which is part of the group of which The Royal Bank of Scotland Group plc is the holding company and we further declare that any place of work specified above shall in no way restrict the exercise of the powers conferred by this Power of Attorney.

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 **NATIONAL WESTMINSTER BANK Plc** was hereunto affixed in accordance with the regulations of the company in the presence of Alan Ewing Mills, one of our authorised sealing officers.

SEALED with the COMMON SEAL of
NATIONAL WESTMINSTER BANK Plc

.. 

Authorised Sealing Officer

