

DATED 29TH SEPTEMBER 2016

ROBIN DAVID MACDONALD

AND

BANK OF SCOTLAND PLC

AND

C&E LOCHEN TRADING LIMITED AND DORRIT RYRIE (ELLEN) TRADING
LIMITED

UNILATERAL UNDERTAKING

Pursuant to Section 106 of the Town and Country Planning Act 1990

relating to the
proposed development at

CAVERSWALL CASTLE,
CAVERSWALL, STAFFORDSHIRE

THIS UNDERTAKING is made the day of Two thousand and sixteen

1. Parties

- (1) ROBIN DAVID MACDONALD of Caverswall Castle, Caverswall, Staffordshire (hereinafter called "the Owner")
- (2) BANK OF SCOTLAND PLC (registered company number SC327000) whose registered office is at The Mound Edinburgh EH1 1YZ ("the First Mortgagee")
- (3) C&E LOCHEN TRADING LIMITED (registered company number 08275760) and DORRIT RYRIE (ELLEN) TRADING LIMITED (registered company number 08688434) the registered office of both is at Stellar Asset Management Kendal House 1 Conduit Street London W1S 2XA ("the Second Mortgagee")

2. Definitions and Interpretations

- 2.1. "1990 Act" means the Town and Country Planning Act 1990 as amended
- 2.2. "Application" means the application for planning permission (reference number 15/0683/FUL) for the Development
- 2.3. "Commencement Date" means the date on which a material operation as defined in section 56(4) of the 1990 Act is carried out on the Site for the operational Development works authorised by the Planning Permission and the terms "Commencement" and "Commence" shall be construed accordingly
- 2.4. "the Council" means Staffordshire Moorlands District Council of Moorlands House, Stockwell Street, Leek, Staffordshire

- 2.5. "Development" means the change of use to a mixed use of residential dwelling house and wellbeing retreat centre with guest hotel accommodation and associated parking, demolition of existing swimming pool building and alteration and extension of the existing building to provide estate workshop and garaging in connection with the proposed use which is the subject of the Application
- 2.6. "Retreat" means the use of the Site for a wellbeing experience with guest hotel accommodation to be accessible to and used by guests staying at the Site for a pre-booked period comprising no less than 2 nights' accommodation in accordance with the Management Plan
- 2.7. "Implementation" means the commencement of the change of use of the Site for the purposes of the Retreat as authorised by the Planning Permission and the term "Implement" shall be interpreted accordingly
- 2.8. "Management Plan" means a plan for the management of the Development appended at Schedule 1.
- 2.9. "Permission" means the permission granted pursuant to the Application
- 2.10. "the Plan" means the plan annexed hereto
- 2.11. "Repairs' Report" means the report into the state of repair of Caverswall Castle prepared by Anthony Short & Partners and dated 2010
- 2.12. "Updated Repairs' Report" means an update to the Repairs' Report to be prepared by Anthony Short & Partners (or similarly qualified conservation experts) in accordance with clause 6.1.1

2.13. "Site" means the land situated at Caverswall Castle, Caverswall, Staffordshire aforesaid shown edged red on the Plan

2.14. "Village" means the village of Caverswall in Staffordshire.

3. Recitals

3.1. The Owner is the owner with freehold absolute title of the Site which is registered at HM Land Registry under title number SF328810

3.2. The Council is the local planning authority within the meaning of the 1990 Act for the area within which the Site is situate and by whom the obligations on the part of the Owner herein contained will be enforceable

3.3. The First Mortgagee is the proprietor of a charge over the Site and other property dated 28 April 2006 and which is registered at entry 4 of the Charges Register for title number SF328810

3.4. The Second Mortgagee is the proprietor of a charge over the Site dated 9 October 2015 which is registered at entry 6 of the Charges Register for title number SF328810

3.5. The Owner submitted the Application to the Council and the Council has determined to grant planning permission subject to the Owner entering into this Undertaking

4. Interpretation

4.1. Save where this Deed specifies otherwise or where the context so requires the singular includes the plural and vice versa and

references in this Deed to any party shall include the successors in title to that party's interest in the Site or part thereof and to any person deriving title from that party

4.2. Words of the masculine gender include the feminine and neutral genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeably in that manner

4.3. Where in this Deed reference is made to any clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital in this Deed or (in the case of a plan) attached to this Deed

4.4. The titles and headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed

4.5. Where in this Deed any party covenants not to act such covenant shall include an obligation not to permit or suffer such an act by another person

4.6. All references in this Deed to statutes statutory instruments regulations and other legislation shall include their successor amended or replacement provision

5. Legal Effect

5.1. This Deed is made pursuant to Section 106 of the 1990 Act to the intent that it shall bind the Owner in title to each and every part of the Site (as provided in that Section) and the covenants contained in Clause 6 hereof are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council. Where any covenants or obligations are not

planning obligations within Section 106 of the 1990 Act they are given to and accepted by the Council pursuant to Section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972

5.2. This Deed shall come into effect upon the granting of the Permission by the Council

5.3. No person shall be bound by the obligations in this Deed in respect of any period during which he no longer has an interest in the Site but without prejudice to any liability for any breach committed prior to the time he disposed of his interest

6. The Owners' Covenants

6.1. The Owner covenants with the Council:

6.1.1. prior to the Commencement Date or the Implementation of the Planning Permission to submit and secure the approval of the Council for the Updated Repairs' Report to assess the state of repair of the main castle structure, gatehouse, turrets, moat house, and external works, services, and access and which shall identify:

6.1.1.1. urgent works required to be carried out within the 12-18 months following the date of the report ("Urgent Works")

6.1.1.2. less urgent works but which are nonetheless required to be carried out within 18 months – 5 years from the date of report ("Less Urgent Works")

- 6.1.1.3. additional works required to be carried out to bring the Site to a reasonable standard of repair ("Routine Repairs")
- 6.1.2. not to Commence the works authorised by or Implement the Planning Permission unless and until the Council has approved the Updated Repairs' Report in writing
- 6.1.3. not to Implement or thereafter occupy or permit or allow the operation or occupation of the Retreat otherwise than in accordance with the Management Plan
- 6.1.4. not to permit the use of the Site or any of the facilities provided thereon by persons other than:
 - 6.1.4.1. the Owner as a private residence by himself his family his friends and staff or
 - 6.1.4.2. persons registered with the Owner (or any management company appointed by the Owner for the purposes of managing the Retreat) as a pre-booked overnight guest for a period of no less than 2 nights at the Retreat
- 6.1.5. not to permit or allow the use or occupation of the Retreat by pre-booked guests for more than 48 weeks in any calendar year
- 6.1.6. not to occupy or allow or permit the occupation of the Retreat by any more than 34 persons to be accommodated in 18 bedrooms at any one time and for the avoidance of doubt this restriction shall

not apply when the Site is being used solely as a private residence

6.1.7. for the purpose of monitoring compliance with clauses 6.1.3-6.1.6 to:

6.1.7.1. maintain a register of visitors and guests staying at the Retreat and the duration of their stay ("the Register")

6.1.7.2. retain the Register for a period of no less than 2 years and

6.1.7.3. allow inspection of the Register by the Council through its authorised enforcement officers during normal office hours.

6.1.8. for the avoidance of any doubt the Site shall not be open and/or available for use:

6.1.8.1. by day visitors or

6.1.8.2. for the holding of functions/events including but not limited to wedding ceremonies or wedding receptions (other than parties or events of any kind whatsoever held by the Owner as part of his residential occupation of the Site) romantic breaks (other than breaks booked at the Retreat in accordance with clause 6.1.4.2) corporate events film location and activity days (other than breaks booked at the Retreat in accordance with clause 6.1.4.2)

- 6.1.8.3. as a restaurant or wine bar or similar venue open to members of the public
- 6.1.9. to allocate not less than 20% of the net annual profit arising from operation of the Retreat towards the repairs required to the Site identified in the Updated Repairs' Report and thereafter to the maintenance of the Site PROVIDED THAT this obligation shall not prevent the Owner from allocating any additional monies whether arising from profits generated by the operation of the Retreat or otherwise towards repair and maintenance of the Site
- 6.1.10. to procure the carrying out of the repairs identified in the Updated Repairs' Report as expeditiously as possible following Implementation by expenditure of monies allocated in accordance with paragraph 6.1.9. above, such works to be carried out under the supervision of a conservation accredited architect and with priority given to the Urgent Repairs, then the Less Urgent Repairs, and then the Routine Works PROVIDED THAT the Urgent Repairs and Less Urgent Repairs shall be completed within 5 years of Implementation unless otherwise agreed between the Owner and the Council
- 6.1.11. To provide to the Council on no less than one occasion per 12 month period
- 6.1.11.1. audited financial accounts for the operation of the Retreat for a complete 12 month period terminating no less than 3 months earlier

6.1.11.2. identification as to the financial sum to be allocated towards repair and maintenance of the Site in accordance with paragraph 6.1.9. above by the Owner which shall be no less than 20% of the net profit for the 12 month period

6.1.11.3. a programme of works to be undertaken at the Site in application of the funds identified pursuant to clause 6.1.11.2. such programme give priority to the Urgent Repairs then the Less Urgent Repairs and then Routine Repairs

6.1.11.4. details of works completed within the previous 12 month period and the progress achieved towards completing the Urgent Repairs and the Less Urgent Repairs and the carrying out of the Routine Works

6.2. The Owner covenants with the Council to provide access to the public to the Site free of charge for a minimum of one day a year (to be notified to the Council no less than 28 days in advance) for an open day, school visit, or community event day such as a village fête to enable members of the public to experience and appreciate the Grade 1 heritage building comprising the Site PROVIDED THAT such open day shall only take place at a time when the Site is in use for the purpose of a Retreat

6.3. In the event of any change in ownership of the Site or any part of it prior to the completion of the Urgent Works Less Urgent Works and Routine Works identified in the Updated Repairs Report, the Owner covenants with the Council

- 6.3.1. to give the Council written notice of any change in ownership such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of land or unit of occupation transferred by reference to a plan
- 6.3.2. to procure that any new owner the Site enters into a Deed of Covenant with the Council to secure the obligations, covenants and restrictions contained within this Deed .

7. Mortgagee Consent

- 7.1. The First Mortgagee consents to this Deed and acknowledges that this Deed binds the Site. The First Mortgagee shall only be liable for a breach of this Deed that it has itself caused whilst mortgagee in possession but shall not be liable for any pre-existing breach.
- 7.2. The Second Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the charge held by the Second Mortgagee over the Site shall take effect subject to this Deed PROVIDED THAT the Second Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site or any part of it in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8. Miscellaneous

- 8.1. For the avoidance of doubt none of the provisions of the Contract (Rights of Third Parties) Act 1999 shall apply to this Deed
- 8.2. This Deed shall be registrable as a local land charge by the Council
- 8.3. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

EXECUTED and delivered as a Deed the day and year first hereinbefore written

SIGNED and delivered as a deed by
The said ROBIN DAVID MACDONALD

..... (signature)

In the presence of (print name) (signature)

.....

.....

..... (address of witness)

..... (occupation of witness)

EXECUTED and delivered as a deed by
Bank of Scotland PLC
acting by:

KB

EXECUTED AS A DEED BY: *K. Bridge*
AS AN ATTORNEY FOR AND ON BEHALF OF
BANK OF SCOTLAND PLC
IN THE PRESENCE OF *[Signature]*
HALIFAX PLC
TRINITY ROAD
HALIFAX
HX1 2RG

EXECUTED and delivered as a deed by
C&E LOCHEN TRADING LIMITED
acting by:

Director

Director/Secretary

EXECUTED and delivered as a deed by
DORRIT RYRIE (ELLEN) TRADING LIMITED
acting by:

Director

Director/Secretary

SCHEDULE 1

Management Plan for Wellbeing Retreat with Guest Accommodation

1. Guest Arrival and Departure Information

1.1. A 'Guest Arrival and Departure Information Pack' will be provided to clients by email at the time of booking confirmation. This digital pack will include the following information:

- a) A routing guide in both map and text form. The defined route to the Site will be identified as being from the A50 and School Lane via the West Lodge entrance with specific reference to avoid the Village where possible.
- b) Guests will be advised that there is sufficient car parking provided within the Site, and that under no circumstance should Retreat parking occur within the Village.
- c) Guests will be encouraged to car share where appropriate. Information on the benefits of car sharing will be provided within the pack.
- d) Guests will be advised that the Site is located near to private houses and appropriate etiquette and decorum will be required at all times.
- e) Guests will be advised that if they leave the site by car at any time during their stay, they should only use the West Lodge entrance.

2. Supplier/Delivery Vehicles

2.1. *Supplier/delivery vehicles will be instructed to enter and depart via the School Lane (West Lodge) entrance and will be permitted to unload only in the Castle site courtyard (shown shaded green on the plan appended hereto marked Site plan). Occasionally it may be necessary for vehicles too tall or wide to drive through the Castle arch gates to unload on the Castle bridge (shown hatched green on the site plan). In this event measures will be taken to prevent additional vehicles parking close to the road and blocking the access to the Shared Driveway between points X and Y on the Site Plan.*

2.2. *Supplier/delivery vehicles associated with the use shall be instructed not to drive from Blythe Bridge Road and past East Lodge unless:*

a) *the vehicle is too long or wide to make the turn from the Castle Driveway on to the Caverswall Castle Bridge;*

b) *the vehicle is too long to safely make the turn from the Castle Driveway on to the Caverswall Castle Bridge without numerous manoeuvres, increasing the risk of accident and of noise disturbance to East Lodge, or of causing a blockage on the Shared Driveway.*

3. Taxis

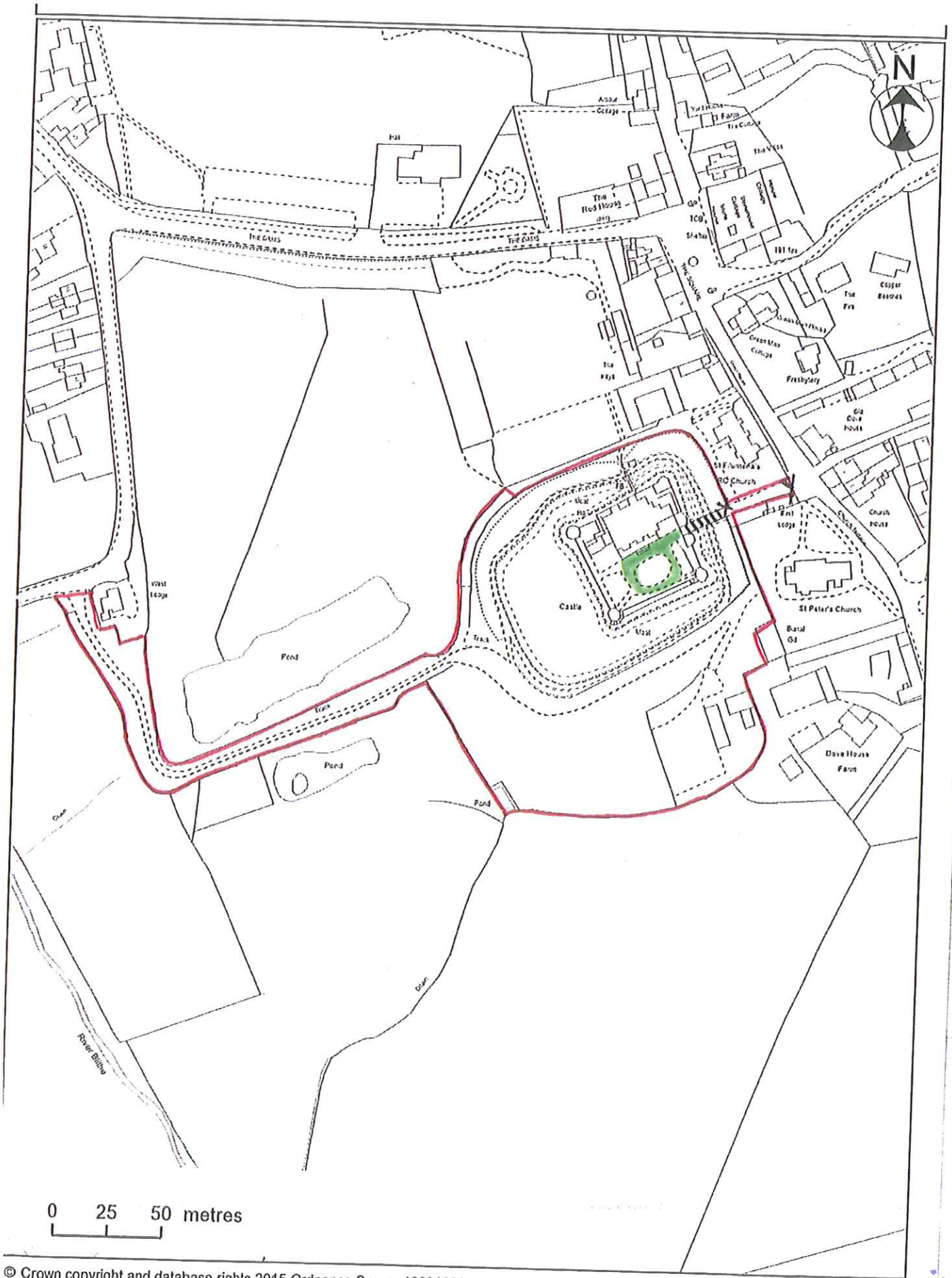
3.1. *Taxis will be directed to drop off and collect Guests at the car park identified on the attached Site Plan and not to use the Castle site courtyard (shown shaded green on the plan appended hereto marked Site Plan). Taxis will be instructed to access and leave the Site via the School Lane (West Lodge) entrance.*

4. Guest Supervision and Activities

- 4.1. *The Retreat shall only be available for bookings that include a minimum of 2 nights stay at the site for a wellbeing experience*
- 4.2. *Guests will be advised of the extent of the Castle grounds to prevent wandering unintentionally in to private land. Guests will be expected to respect the privacy and amenity of local residents at all times and specifically will be encouraged not to congregate in groups of more than 5 within the Castle grounds after 7pm*
- 4.3. *Any activities arranged to take place in the Castle Grounds between the hours of 7pm and 10pm shall be selected and located so as to minimise any harmful impacts on amenity of neighbouring occupiers. .*

5. Staff and Operations

- 5.1. *Except for servicing, maintenance, and safety reasons, doors to the rear service area from the kitchen will not be secured open and shall be kept closed at all times.*
- 5.2. *The disposal of empty bottles and refuse in to outdoor storage receptacles will not take place between the hours of 21:00 and 07:00.*
- 5.3. *Arrangements will remain in place to ensure that waste collection contractors do not collect refuse between the hours of 19:00 and 07:00.*



K. Bridge

Power of Attorney

1. Appointment

By this power of attorney made by deed on 25/4/16, we Bank of Scotland plc, a company incorporated in Scotland, registered number SC327000, with registered office at The Mound, Edinburgh, EH1 1YZ (the "Company"), hereby appoint the holders of the office set out in the first schedule to this power of attorney ("Schedule One"), jointly and severally, to be the Company's true and lawful attorneys (the "Attorneys") and on its behalf and in its name or otherwise, in connection with their roles as detailed within Schedule One, to:

- a. execute documents, in particular documents relating to the matters detailed in the second schedule to this power of attorney ("Schedule Two"), which relate to the business of Mortgage Underwriting within Lloyds Banking Group, (the "Purpose");
- b. take any steps or do any thing which the Attorney in his or her absolute discretion considers necessary or desirable in connection with the Purpose, excluding the delegation to other parties in relation to the Purpose of the authority conferred herein.

2. Ratification and indemnity

By this deed the Company undertakes to:

- a. ratify and confirm any lawful act that the Attorney undertakes or purports to undertake in good faith in the exercise of the powers conferred by this power of attorney; and
- b. indemnify the Attorney, subject to any legal and/or regulatory restrictions or prohibitions to do so, fully against all claims, losses, costs, expenses, damages or liability which he or she sustains or incurs as a result of any lawful action taken by him or her in good faith pursuant to this power of attorney, including any cost incurred in enforcing this indemnity.

3. Duration

This power of attorney shall be valid for a period of 12 months from the date hereof. Notwithstanding the previous sentence, this power of attorney shall cease to have effect if the Attorney ceases to hold the role and / or carry the title set out in Schedule One to this power of attorney next to his or her name, or if revoked by the Company at any other time by serving notice in writing to the Attorney.

4. Third parties

The Company declares that a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that this power of attorney has not been revoked as conclusive evidence of that fact.

5. Governing law

This power of attorney shall be governed by, and construed in accordance with, the laws of England and Wales.

IN WITNESS whereof this power of attorney has been duly executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by Bank of Scotland plc acting by an authorised attorney

Jonathan Baum
Jonathan Baum
Authorised Attorney

In the presence of:

Witness signature:

S. Deerpase

Witness name:

S. Deerpase

Witness address:

17 KILDARSWAY, WEST WICKHAM, KENT BR4 9SD

All job titles referred to are roles within Lloyds Banking Group plc, unless stated to the contrary

First Name(s)	Surname	Job Title	Place of Work
Samantha Rachel	Davies	Team Manager	Barnwood
Tracey Louise	Smith	Mortgage Underwriter	Barnwood
Simon James	Daniels	Mortgage Underwriting Support Administrator	Barnwood
Rachel Judith	DeLaney	Mortgage Underwriting Support Administrator	Barnwood
Sharon Jane	Holthersall	Mortgage Underwriting Support Administrator	Barnwood
Graham	Littlewood	Mortgage Underwriting Support Administrator	Barnwood
Julie	Poolie	Mortgage Underwriting Support Administrator	Barnwood
Jane	Painting	Mortgage Underwriting Support Administrator	Barnwood
Alison Jane	Clair	Fraud External Liaison & Secured Fraud Recoveries	Barnwood
Jane	Bland	Team Manager	Halifax
Graham	Peak	Mortgage Underwriting Support Administrator	Halifax