

DATED

17 August

2012

(1) REGAL GAIN INVESTMENTS LIMITED

and

(2) THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

and

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

A G R E E M E N T

relating to land known as
76-78 Red Lion Street, London WC1R 4NA
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 5826

Fax: 020 7974 1920

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CLS/COM/AL/1685.1619
final 3.8.12

THIS AGREEMENT is made the 17th day of August 2012

BETWEEN:

- i. **REGAL GAIN INVESTMENTS LIMITED** (incorporated in Guernsey) whose address for service in the UK is c/o Howard Kennedy (Ref: RAB), 19 Cavendish Square, London W1A 2AW (hereinafter called "the Owner") of the first part
- ii. **THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED** (incorporated in Hong Kong) of Level 10, No. 1 Queens Road Central, Hong Kong and whose address for service in the UK is 8 Canada Square, Canary Wharf, London E14 5HQ (hereinafter called "Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 218942 and 84268 both subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 6 June 2012 and the Council resolved to grant permission conditionally under reference number 2012/3000/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 The Mortgagee as mortgagee under a legal charge registered under Title Numbers 218942 and 84268 and dated 15 May 2012 (hereinafter called "the Legal Charge") 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" Change of use from office use (Class B1) to flexible use as office and/or educational use (Class B1/D1) as shown on drawing numbers Site Location Plan (1:1250); A101; A102; A103; A104; A105; Holborn Office Market Assessment Report and Viability Analysis (by Hardwiche & Company, dated May 2012); Planning Supporting Statement (by ShrimplinBrown, dated May 2012), Sustainability Statement (by Shrimplin Brown, dated 02/08/2012)

2.4 "the Pedestrian, Cyclist and Environmental Contribution" the sum of £20,000.00 (twenty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of transport pedestrian

cycle and public realm improvements in the vicinity of the Development including but not limited to a north-south cycle route between Kings Cross and Holborn and/or an area wide improvement scheme for Holborn

2.5 "the Implementation Date"

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

2.7 "Occupation Date"

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

2.8 "the Parties"

mean the Council the Owner and the Mortgagee

2.9 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 6 June 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/3000/P subject to conclusion of this Agreement

2.10 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.11 "the Planning Permission"

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

2.12 "the Property"

the land known as 76-78 Red Lion Street, London WC1R 4NA the same as shown shaded grey on the plan annexed hereto

2.13 "the Travel Plan Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.14 "The Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

(a) the elements set out in the First Schedule hereto;

(b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;

(c) a mechanism for monitoring and reviewing of the plan at least once every year following

the initial substantial review referred to in (b) above ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;

(d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Pedestrian, Cyclist and Environmental Contribution**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Pedestrian, Cyclist and Environmental Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian, Cyclist and Environmental Contribution in full.

4.2 **Travel Plan**

- 4.2.1 On or prior to the Implementation Date to submit to the Council the Travel Plan for approval.
- 4.2.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.
- 4.2.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2012/3000/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000.00 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific

clause of this Agreement to which such plan relates quoting the planning reference 2012/3000/P.

5.7 Payment of the financial contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN458ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

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

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

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

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2012/3000/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.6 Neither the Owner 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.

7. **MORTGAGEE EXEMPTION**

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

8. **RIGHTS OF THIRD PARTIES**

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

CONTINUATION OF SECTION 106 AGREEMENT BETWEEN REGAL GAIN INVESTMENTS LIMITED AND THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED AND LONDON BOROUGH OF CAMDEN REGARDING 76-78 RED LION STREET, LONDON WC1R 4NA 2012/3000/P

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

EXECUTED AS A DEED BY
REGAL GAIN INVESTMENTS LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED as a Deed as attorney for)
By THE HONGKONG AND SHANGHAI)
BANKING CORPORATION LIMITED)
Whose signature is verified by)

ABY WAT NGA YI
as attorney for THE HONGKONG AND
SHANGHAI BANKING CORPORATION
LIMITED

Witness Signature:

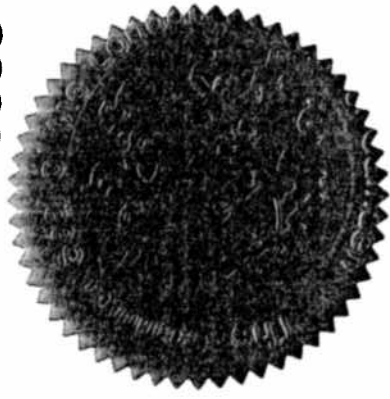
Witness Name:

Address:

Occupation:

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

.....
Authorised Signatory



THE FIRST SCHEDULE THE TRAVEL PLAN

PART I: Components of the Travel Plan

The Travel Plan will be a basis for promoting sustainable travel to and from the Property.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... “The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations.”

For further advice on developing a Travel Plan see the DfT’s travel plan website: (www.transportenergy.org.uk), Transport for London’s travel plan guidance website (www.tfl.gov.uk/workplacetravelplanning) or Camden’s Travel Plan partner website: www.camden.gov.uk/wtp

The Owner will implement the Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up the Travel Plan (“the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-

1. Public Transport and walking

- a. Review the public transport needs of occupiers and visitors and consider potential park and ride type services or shuttle-type services for occupiers, or suggest further enhancements to the scheduled London Bus network
- b. Provide in-house public transport information and ensure that this is regularly updated (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk/www.nationalrail.co.uk)
- c. Consider provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams for any commercial occupiers of the Development
- d. Encourage walking through the provision of information on the best pedestrian routes to and from the Property for occupiers and visitors

2. Taxis and Minicabs

Consideration must be given to the provision and management of Taxi access to the Property

3. Traffic Restraint

The Plan must seek to reduce the volume and impact of vehicles generated by the Development

4. On-Street Parking Controls

The plan should aim to contain the transport impacts of the site (including parking, loading and unloading) to within the curtilage of the site and reduce the impact of the site on surrounding on-street parking.

5. Parking and Travel

A review of occupier's travel should have the principal aim of reducing non-essential single occupant driver trips to the site and increasing the proportion of trips undertaken by bicycle and on foot. With regards to car travel and car parking, this should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of car parking and permits in and around the Property.
- b. a review of any on-site parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking/teleconferencing where feasible and appropriate

6. Traffic Management

An assessment must be made of the impacts of the proposed car park access changes on existing internal congested traffic flows and seek further enhancements to internal traffic flow to better manage congestion

7. Cycling

The following cycle measures must be provided in sufficient quantity in line with annual travel surveys to be subsequently carried out:

- a. secure and well-lit workplace cycle parking

Consideration shall also be given to providing the following, especially in commercial developments:

- b. changing and showering facilities
- c. cycle allowance for work-related journeys
- d. cycle and equipment loans and insurance
- e. cycle repair facilities
- f. cycle pool for work-related journeys
- g. a Bicycle Users Group (BUG) to progress cyclists issues on site
- h. work with the Council to improve cycle routes to/from the Property

8. Facilities for Goods Movement and Servicing

A Servicing Management Plan for the site must seek to:

- a. identify the number and type of servicing vehicles required for the Property;
- b. Limit the size of vehicle where a larger vehicle will create servicing conflicts;
- c. Manage the timing of deliveries to avoid conflict with other servicing vehicles, conflict with loading or parking restrictions in the area or conflict with heavy pedestrian or traffic flows
- d. encourage suppliers and delivery contractors to use alternatively-fuelled vehicles (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for alternatively- fuelled vehicle grants

PART II: Review and Monitoring of the Travel Plan

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan and that this is carried out on an ongoing basis and at least once every year following the initial substantial review undertaken six months following the Occupation Date. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Travel Plan by agreement in the light of developing circumstances.

1. **Review the Property's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with occupiers**

This will involve meeting occupiers of the Property to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging walking, cycling and public transport usage combined with reducing reliance on the private car.

3. **User Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of occupiers and users of the Development if the Plan is to succeed. This stage will include occupier and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and business journeys. The Owner will consult with the Council at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Travel Plan.

5. **Monitor and Review**

The Travel Plan will secure an ongoing process of continuous improvement. Each version of the Travel Plan shall set out a mechanism of next steps to be tackled in line with results collated from the surveys and shall also set out a mechanism for reporting back to the Council on an annual basis on how effectively the Travel Plan is being in maximising the use of sustainable transport.

ShrimplinBrown
Lion House
Oriental Road
Woking
Surrey
GU22 8ARApplication Ref: **2012/3000/P**

3 August 2012

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:
76-78 Red Lion Street
London
WC1R 4NA**DECISION**
Proposal:
Change of use from office use (Class B1) to flexible use as office and/or educational use (Class B1/D1).
Drawing Nos: Site Location Plan (1:1250); A101; A102; A103; A104; A105; Holborn Office Market Assessment Report and Viability Analysis (by Hardwiche & Company, dated May 2012); Planning Supporting Statement (by ShrimplinBrown, dated May 2012); Sustainability Statement (by Shrimplin Brown, dated 02/08/2012).

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:
Site Location Plan (1:1250); A101; A102; A103; A104; A105; Holborn Office Market Assessment Report and Viability Analysis (by Hardwiche & Company, dated May 2012); Planning Supporting Statement (by ShrimplinBrown, dated May 2012); Sustainability Statement (by Shrimplin Brown, dated 02/08/2012).

Reason:

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

- 3 Notwithstanding the provisions of Class B1/D1 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the premises shall only be used as an office/educational use either independently or as a mixture of the two.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/immediate area by reason of noise, traffic congestion and excessive on-street parking pressure in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The applicant shall have fully implemented all the measures as stated in the Sustainability Statement by Shrimplin Brown, dated 02/08/2012 prior to implementation of this permission and such measures shall be permanently retained and maintained thereafter.

Reason: In order to secure the appropriate energy and resource efficiency measures in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

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

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 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).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Reasons for granting planning permission.

The proposal is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to CS1 - Distribution of Growth, CS3 - Other highly accessible areas, CS5 - Managing the impact of growth and development, CS8 - Promoting a successful and inclusive Camden economy, CS9 - Achieving a successful Central London Borough of Camden, CS10 - Supporting community facilities and services, CS11 - Promoting sustainable and efficient travel, CS14 - Promoting high quality places and conserving our heritage, CS19 - Delivering and monitoring the Core Strategy and with the London Borough of Camden Local Development Framework Development Policies with particular regard to DP13 - Employment premises and sites, DP15 - Community and leisure uses, DP16 - The transport implications of development, DP17 - Walking, cycling and public transport, DP18 - Parking standards and limiting the availability of car parking, DP21 - Development connecting to the Highway Network, DP24 - Securing high quality design, DP25 - Conserving Camden's heritage, DP26 - Managing the impact of development on occupiers and neighbours and DP29 - Improving access.

For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.

Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

- 5 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 6 You are advised that if implemented, the alternative use permission hereby granted gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.

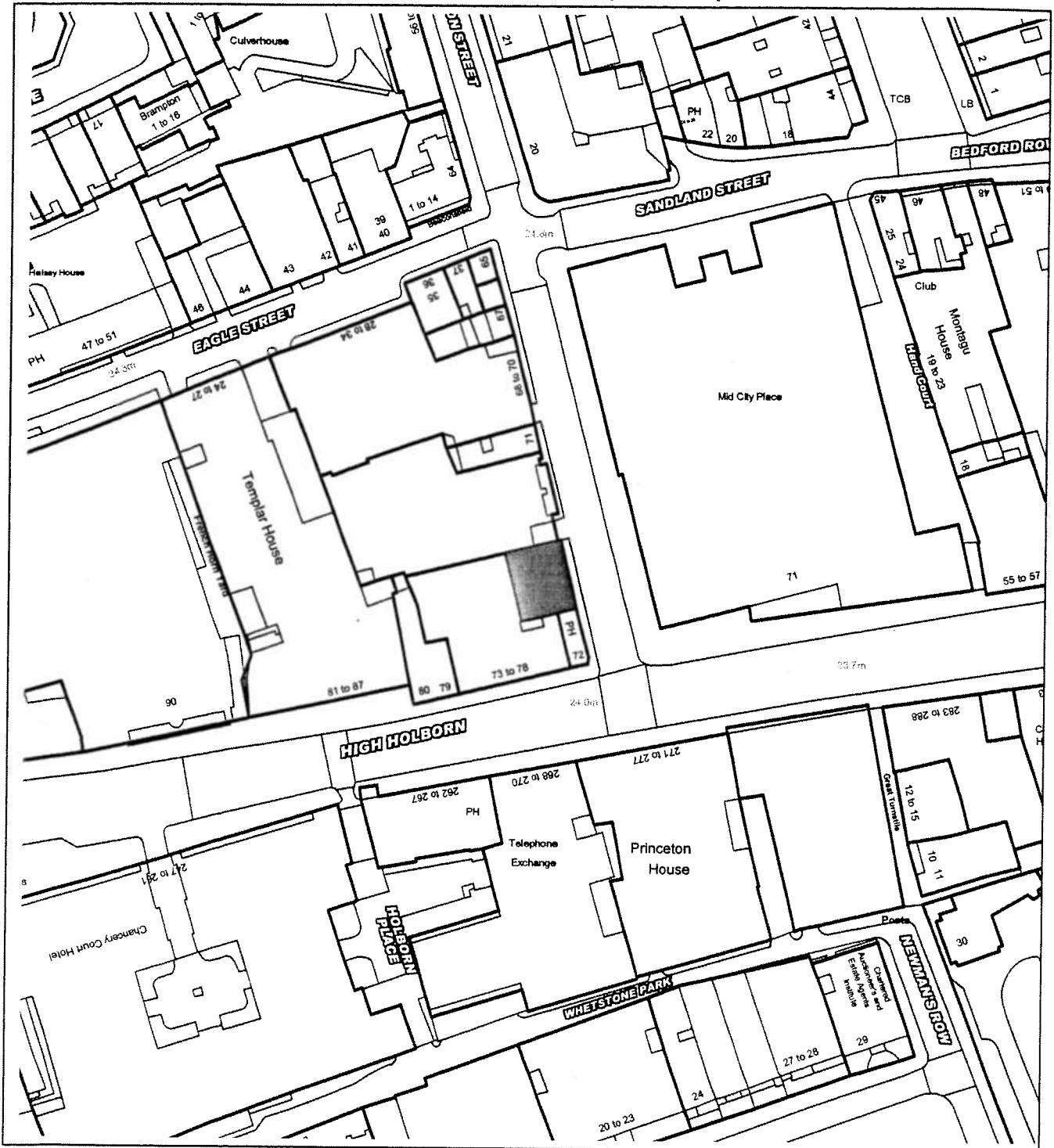
Yours faithfully

DRAFT

Culture and Environment Directorate

DECISION

76-78 Red Lion Street, London
WC1R 4NA 2012/3000/P



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.

Dated the 26th day of June 2012

The Hongkong and Shanghai Banking Corporation Limited

in favour of

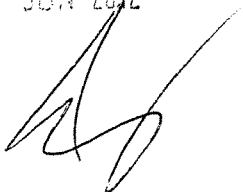
ABY WAT NGA YI

SPECIAL POWER OF ATTORNEY

(for execution of documents in Hong Kong)

I, the undersigned, do hereby certify that I have this day examined this document with its original ~~(or a properly certified copy of the original)~~ and that the same is a true and complete copy thereof.

Dated
29 JUN 2012

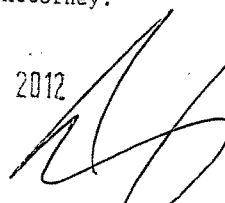

Cheng Wai Ming Brenda
Mayer Brown JSM
Solicitor, Hong Kong SAR

I, the undersigned, do hereby certify that I have this day examined this document with its original ~~(or a properly certified copy of the original)~~ and that the same is a true and complete copy thereof.

Dated
7 AUG 2012

I, the undersigned, do hereby certify that this page is a true and complete copy of the corresponding page of the original Special Power of Attorney.


Dated
29 JUN 2012


Cheng Wai Ming Brenda
Mayer Brown JSM
Solicitor, Hong Kong SAR

I hereby certify that this page is a true and complete copy of the corresponding page of the original ~~(or a properly certified copy of the original)~~

Dated

7 AUG 2012



By this POWER OF ATTORNEY given the 26th day of June 2012
The Hongkong and Shanghai Banking Corporation Limited, incorporated in Hong Kong SAR and having its
Head Office at No. 1 Queen's Road Central, Hong Kong (hereinafter called "the Corporation") appoints

ABY WAT NGA YI

(hereinafter called "the Attorney") the true and lawful attorney of the Corporation for and in the name of the Corporation or in his own name and on behalf of the Corporation to do or execute as the act and deed of the Corporation all or any of the following acts, deeds and things in Hong Kong : -

1. to give bonds, guarantees, indemnities and covenants and to enter into or become a party to deeds, contracts, obligations, engagements or agreements of any nature whatsoever for and on behalf of the Corporation;
2. to accept property and rights (whether corporeal or incorporeal) of every description, including movable property of every description, and land, tenements and immovable property of every description and tenure, as security for any debt due or obligation owed to the Corporation or to any third party and to take and hold as security or otherwise and to purchase, sell, negotiate, transfer and realise all kinds of mercantile, commercial or other instruments, including (but not limited to) bills of lading, dock warrants, delivery orders, policies of insurance, bills of sale, certificates of stocks and shares, debentures, charterparties, mortgages, assignments of property, licences to take property, documents of title and securities and instruments evidencing possession of or title to property of any kind and to resell, release, reassign and issue discharges in respect thereof;
3. to execute and to sign, seal, deliver and receive all deeds, contracts, receipts, acknowledgements, notices, documents, letters, agreements, memorials, releases, reassignments, discharges, consents and instruments of any nature whatsoever which the Attorney may consider necessary or desirable in connection with the exercise of any powers conferred hereby;
4. to register or file or cause to be registered or filed in any official registry or court or with any person or body politic or corporate this Power of Attorney and all instruments or documents which it may be necessary or expedient to register or file in connection herewith

AND it is hereby declared that

- (i) in all such acts as the Attorney is hereby authorised or empowered to do himself he may join with another or others in doing or concur in the same being done;
- (ii) all instruments and documents which are capable of being signed or sealed or signed and sealed by an agent shall be signed or sealed or signed and sealed (as the case may require) by the Attorney with the addition (if any relevant law so permits) of words showing that he signs or seals or signs and seals (as the case may be) as agent for the Corporation and that instruments and documents which are not capable of being so signed or sealed or signed and sealed may be executed by the Attorney in such manner as such relevant law may require; and
- (iii) the Corporation undertakes to ratify all that the Attorney shall do or cause to be done in the exercise or execution of the powers and authorities contained in this deed.

IN WITNESS WHEREOF the Common Seal of The Hongkong and Shanghai Banking Corporation Limited has been hereunto affixed in Hong Kong the day and year first hereinbefore written.

SEALED with the COMMON SEAL OF

The Hongkong and Shanghai
Banking Corporation Limited

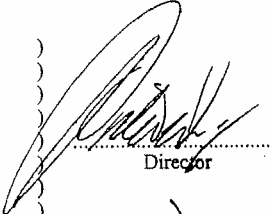
and SIGNED

by PETER WONG TUNG SHUN

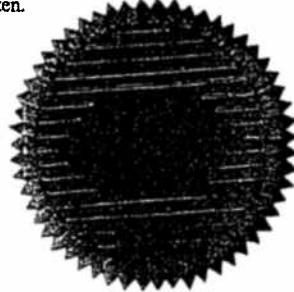
one of the Directors thereof, and

by PAUL ANDREW STAFFORD

Secretary thereof, in the presence of: -


.....
Director

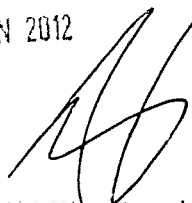
P. A. S.
.....
Secretary



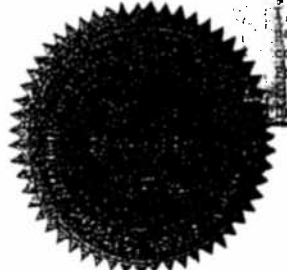
....., the undersigned, do hereby certify that this page is a true and complete copy of the corresponding page of the original Special Power of Attorney.


Dated

29 JUN 2012



Cheng Wai Yee Brenda
Mayer Brown JCL
Solicitor, Hong Kong SAR



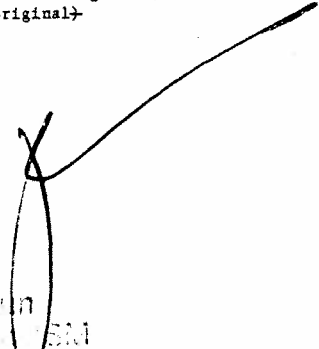

Tong Gee Kit
Notary Public,
Hong Kong SAR,
16th-19th Floors,
Prince's Building,
Central, Hong Kong.

Solicitor and Notary Public
Hong Kong SAR

I hereby certify that this page is a true and complete copy of the corresponding page of the original (or a properly certified copy of the original)

Dated

7 AUG 2012


Cheng Wai Yee Brenda
Mayer Brown JCL
Solicitor, Hong Kong SAR

DATED 17 August

2012

(1) REGAL GAIN INVESTMENTS LIMITED

and

(2) THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED

and

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

A G R E E M E N T
relating to land known as
76-78 Red Lion Street, London WC1R 4NA
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 5826
Fax: 020 7974 1920