

DATED 13<sup>th</sup> December

2006

**(1) UBS GLOBAL ASSET MANAGEMENT (UK) LIMITED**

**and**

**(2) LDC (HOLDINGS) PLC**

**and**

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

**A G R E E M E N T**  
**relating to land known as**  
**ARUNDEL HOUSE**  
**36 to 43 KIRBY STREET LONDON EC1N 8TE**  
**pursuant to Section 106 of the Town and Country Planning**  
**Act 1990 (as amended) and**  
**Section 278 of the Highways Act 1980**

London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962

S:\plan\lmm\s106 Agreements\Arundel House (CF, USE, SMP, POSC, UC, AWS, HC, CMP, WSMP)  
CLS/COM/LMM/1431.753

THIS AGREEMENT is made the 13<sup>th</sup> day of December 2006

**BETWEEN:**

1. <sup>65</sup>~~USA~~ **GLOBAL ASSET MANAGEMENT (UK) LIMITED** (Co. Regn. No. 01546400) whose registered office is at 21 Lombard Street London EC3V 9AH (hereinafter called "the Owner") of the first part
2. **LDC (HOLDINGS) PLC** care of Nabarro Nathanson Solicitors of Lacon House Theobalds Road London WC1X 8RW (hereinafter called "the Interested Party") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 26535.
- 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 The Interested Party has the benefit of a Unilateral Notice registered under Title Number 26535 in respect of an Agreement for sale of the Property dated 27 January 2006 made between the Owner and the Interested Party and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 13 September 2006 and the Council resolved to grant permission conditionally under reference number 2006/1445/P subject to conclusion of this legal Agreement.

- 1.5 An Application for Conservation Area Consent for the Development of the Property by the substantial demolition of existing buildings on the Property was submitted to the Council and validated on 13 September 2006 and the Council resolved to grant consent conditionally under reference number 2006/1755/C subject to conclusion of this legal Agreement.
- 1.6 The Council 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 and the Interested Party are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

## 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 Application for Conservation Area Consent" | an application for conservation area consent in respect of the Development of the Property by the substantial demolition of the existing buildings on the Property submitted to the Council and validated on 13 September 2006 for which a resolution to grant consent has been passed conditionally under reference number |

2006/1755C subject to conclusion of this Agreement

2.4 "the B1(c) Element"

the 10,032 square feet net internal floor space within the Development to be used exclusively for purposes within Class B1 (c) of the Use Classes Order shown shaded blue on Plan 2 annexed hereto within which the Owner must meet the following minimum requirements:-

- (a) the provision of 42 individual units measuring in the region of 240 square feet such space to be made available to micro and small businesses in direct proportion to their size of operation;
- (b) use of the floorspace shall be as workshop space solely for purposes relating to jewellery manufacture within the local jewellery trade;
- (c) the provision of the accommodation to be to shell and core level with the following additional specification:-
  - (i) the provision of durable lino covering over the entire floorspace;
  - (ii) the provision of lighting; heating; gas points; painted walls and ceilings; telephone sockets and WCs on every floor

- 2.5 "the Certificate of Practical Completion" the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction
- 2.6 "the Company" a not for profit workspace management company approved and appointed by the Council through an open tendering process managed by the Council
- 2.7 "the Construction Management Plan" the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual
- 2.8 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion.
- 2.9 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.10 "the Development"
- (i) Planning Permission alterations and extensions to the existing workshops and offices (Use Class B1) including

the erection of a two storey roof extension at fifth and sixth floor levels, a six storey rear extension and other ancillary works and change of use to provide 42 workshops (B1c use class) at basement and ground floor level and student residential accommodation (Class C3) comprising 128 studio units on the upper floors as shown on drawing numbers Site Location Plan 20519 \_L01; L02 Rev A; L03 Rev B; L04 Rev A; L05 Rev A; L06 Rev A; L07 Rev A; L08 Rev B; L09 Rev A; L10; L101 Rev G; L102 Rev K; L103 Rev F; L106 Rev C; L107 Rev H; L108 Rev F; L109 Rev E; L300 Rev H; 301 Rev C; L302 Rev A; L400 Rev E; 401 Rev A; 402; 403; SK 19; Planning Statement (Dated August 2006); Planning Design Statement (Dated 23rd August 2006); Daylighting And Sunlighting Review (Dated 21st March 2006); Unite Combined Statement Access Crime Prevention Sustainability And Energy; BREEAM Industrial Pre-Assessment Estimator (3rd August 2006); EcoHomes Pre-Assessment Estimator (3rd August 2006); UNITE Part L Study - Final Report (Dated 1st March 2006) and Letter from Montagu Evans (Dated 13/11/2006)

(ii) Conservation Area Consent

the substantial demolition of the existing building associated with planning application reference 2006/1445/P for alterations and extensions to the existing workshops and offices (Use Class B1) including the erection of a two storey roof extension at fifth and sixth floor levels, a six storey rear extension and other ancillary works and change of use to provide 42 workshops (B1c use class) at basement and ground floor level



and student residential accommodation (Class C3) comprising 128 studio units on the upper floor as shown on drawing numbers: Site Location Plan 20519 \_L01; L02 Rev A; L03 Rev B; L04 Rev A; L05 Rev A; L06 Rev A; L07 Rev A; L08 Rev B; L09 Rev A; L10 and Conservation Area Supporting Statement (Dated August 2006)

2.11 "the Financial Contributions"

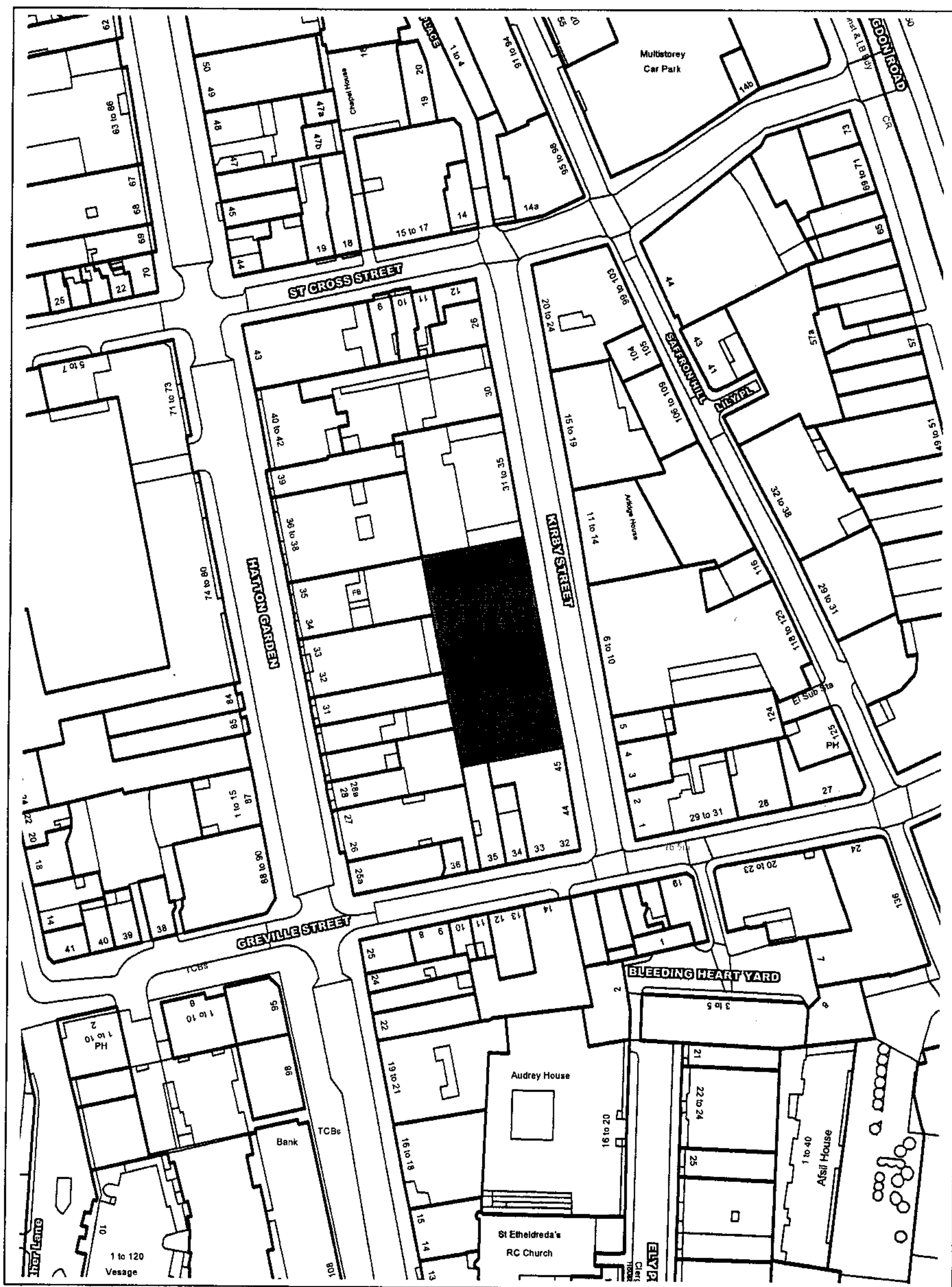
the Highways Contribution, the Public Open Space Contribution and the Workspace Contribution

2.12 "the Highways Contribution"

the sum of £38,000 (thirty eight 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 carrying out works to the public highway and associated measures ("the Highways Works") these to include costs associated with the following:-

- (a) removal of vehicle crossover and reinstatement with kerb and paving;
- (b) improvement and rationalisation of signage in the vicinity of the Property;
- (c) reconstruction of the footway contiguous with the street frontages of the Property; and
- (d) any measures required for the relocation of street furniture and carriageway markings

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility



# PLAN 1

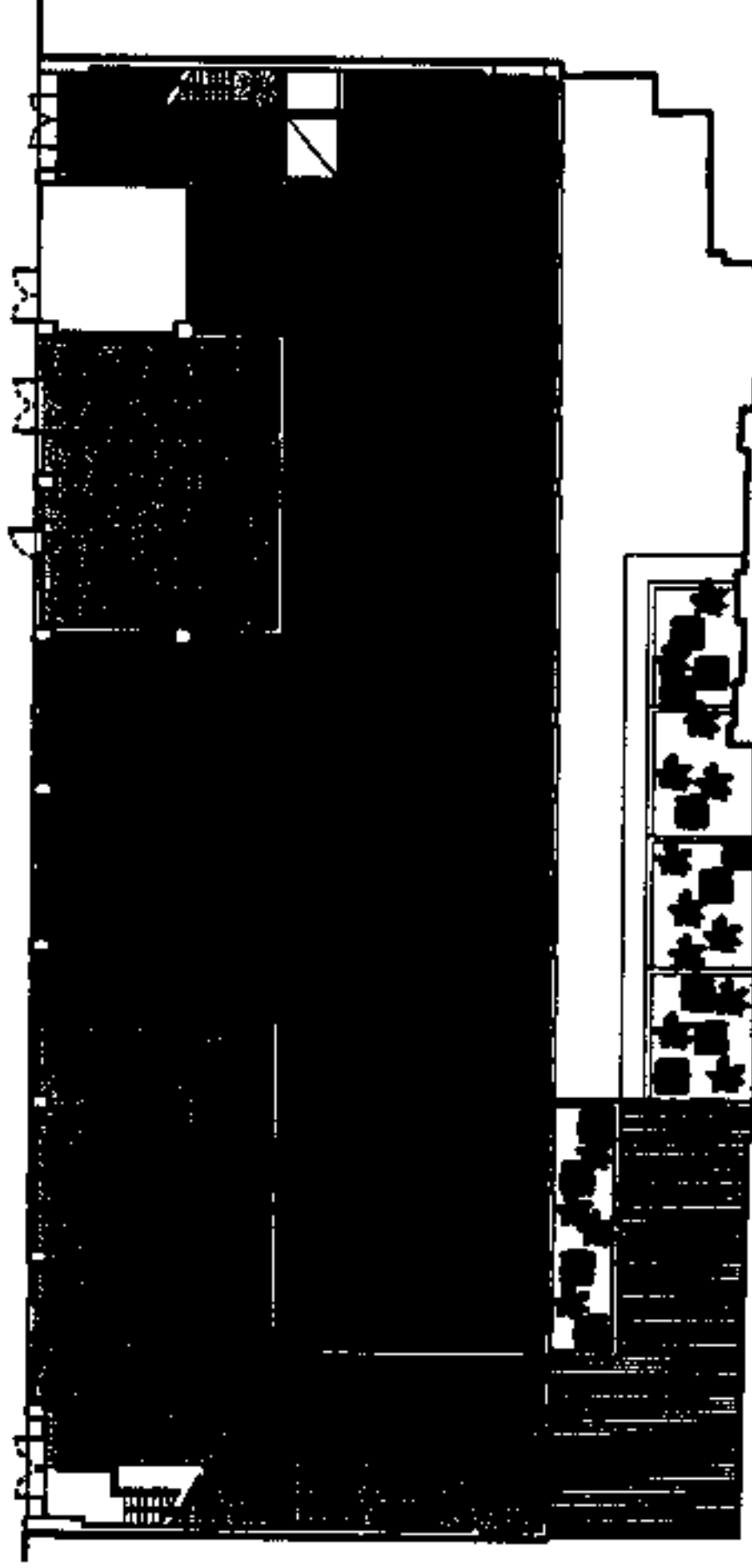
Application No: 2006/1445/P  
 Arundel House  
 36-43 Kirby Street  
 London  
 EC1N 8TE

Scale:  
 1:1250  
 Date:  
 13-Dec-06

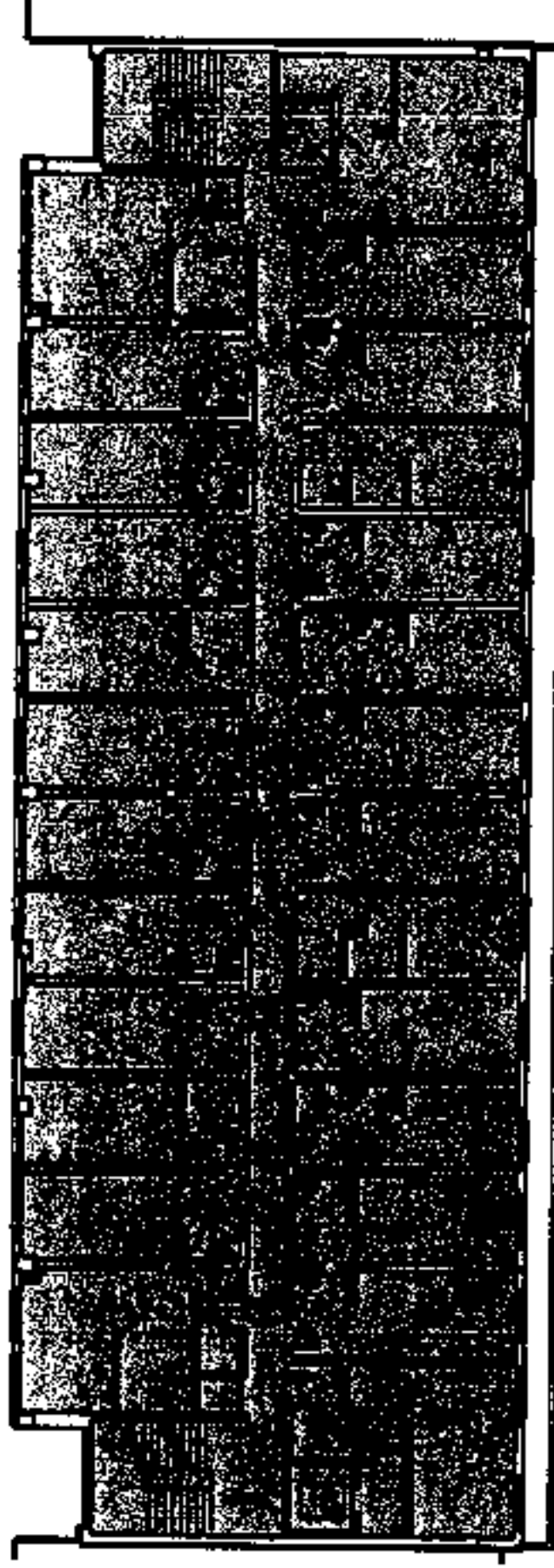


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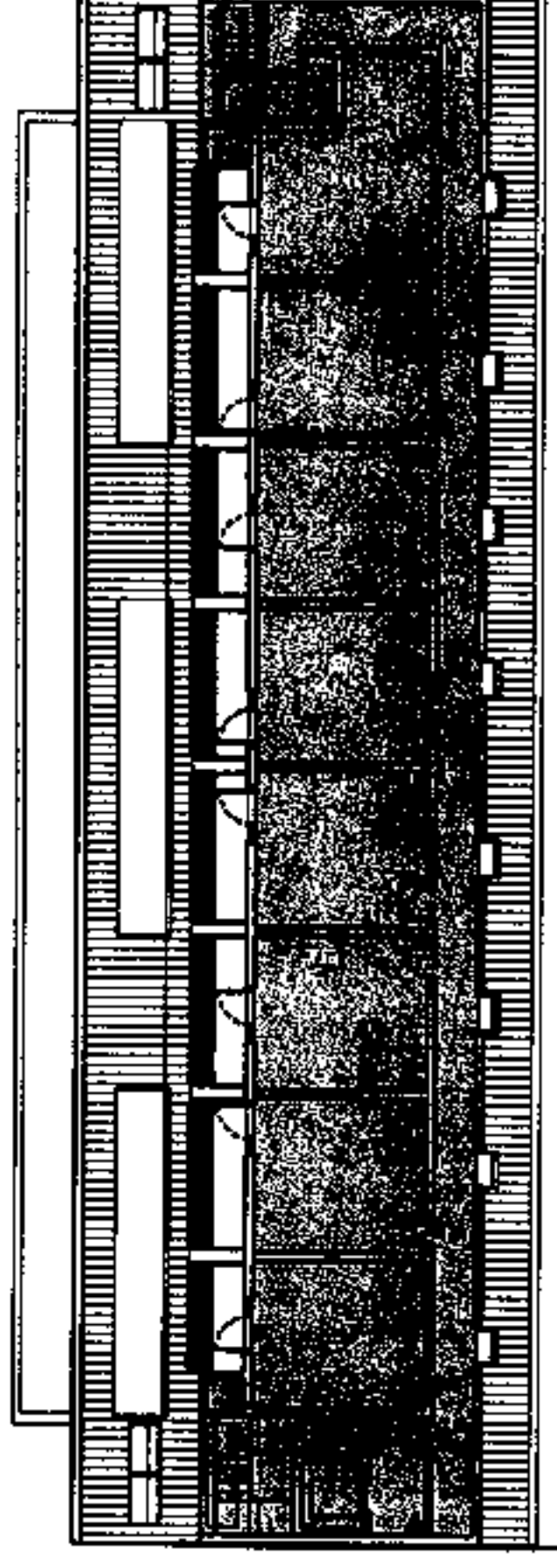




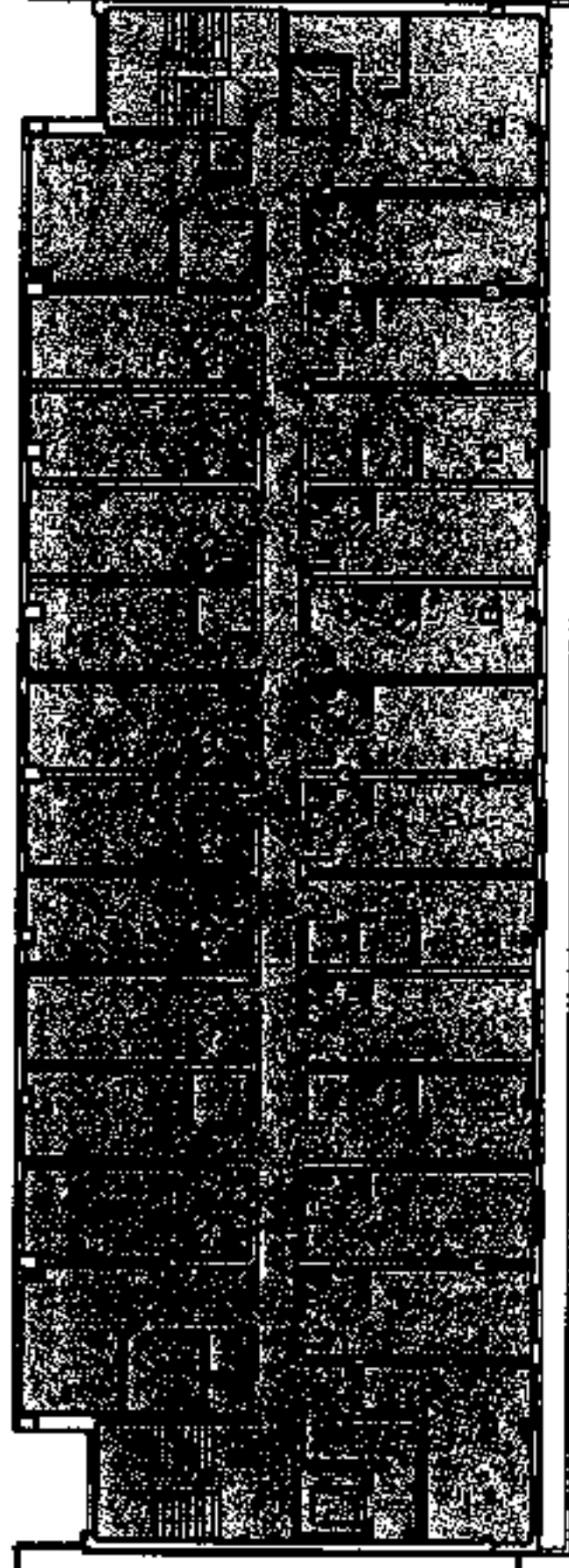
Ground Floor



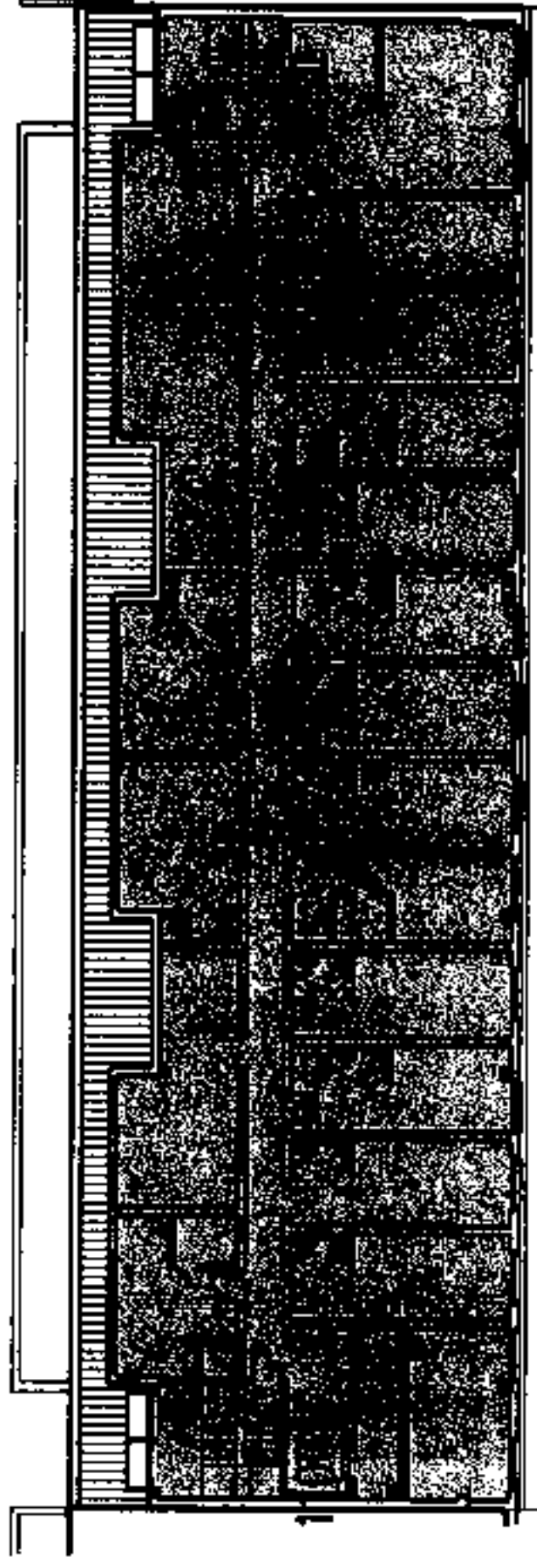
Third Floor



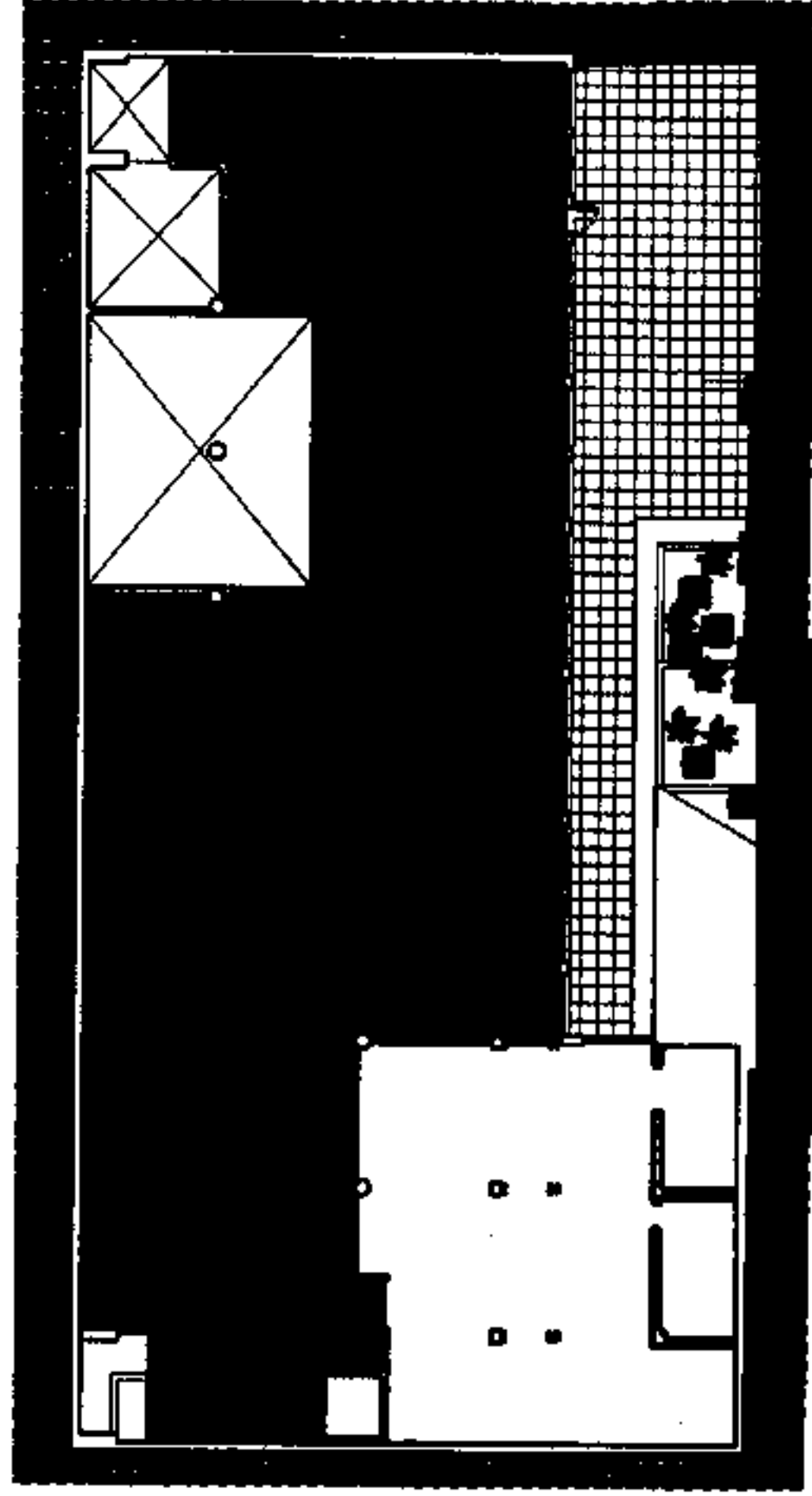
Sixth Floor



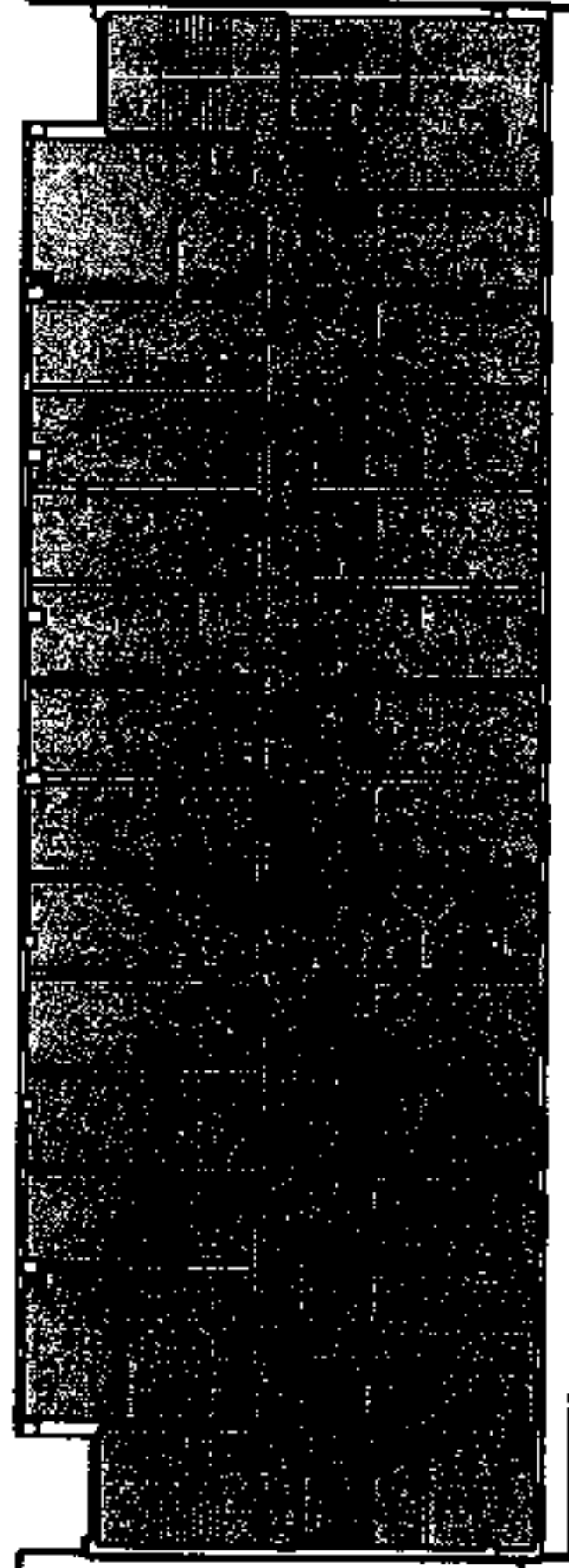
Second Floor



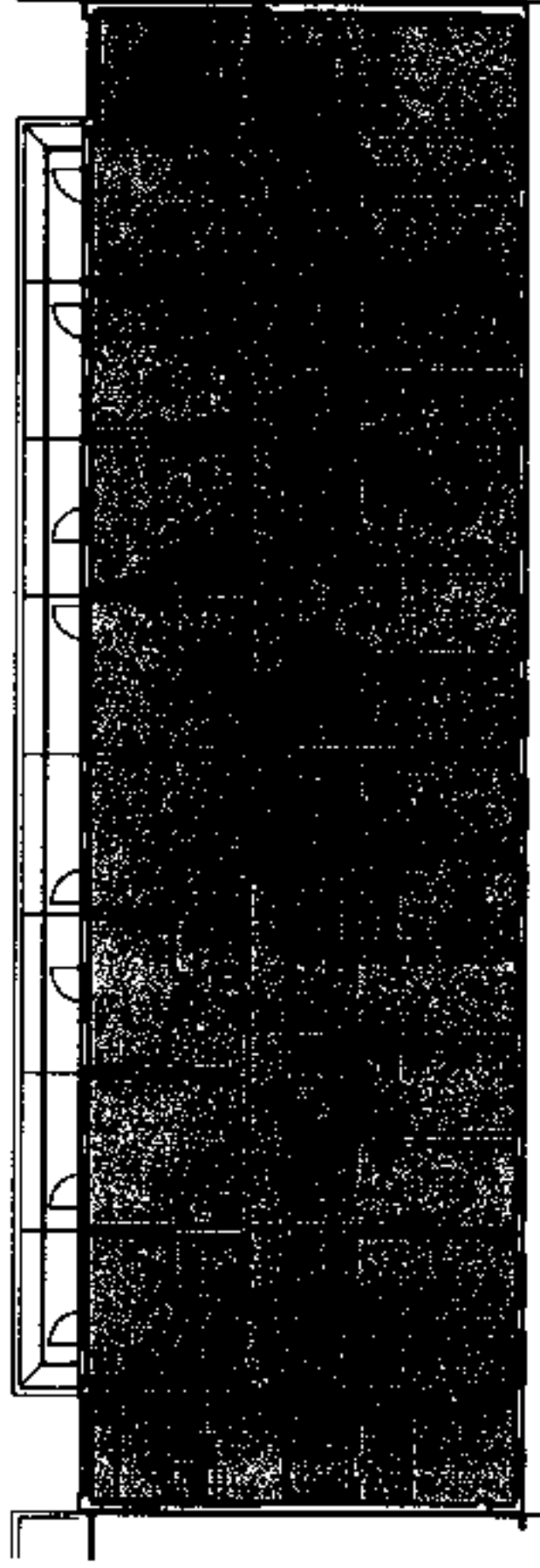
Fifth Floor



Basement



First Floor



Fourth Floor

Responsibility is not accepted for errors made by others in scaling from this drawing. All construction information should be taken from figured dimensions only.

| Key  |     |      |     |      |      |
|------|-----|------|-----|------|------|
| XXXX | X   | XXX  | XXX | XXX  | XXXX |
| date | rev | name | chk | note |      |

Key  
Student accommodation  
B1 Use

**Stride Treglown**

51 New Cavendish Street, London, W1  
T 020 7335 9777 F 020 7224 4598  
www.stridetreglown.co.uk

PROJECT  
Arundel House 36-43 Kirby Street Hatton Garden  
for UNITE  
DRAWING TITLE  
Demise Plan for S106 Agreement  
SCALE  
1:400  
DATE  
05/12/06  
DRAWN  
rjgw  
CHK  
CS  
DRAWING NUMBER  
20519 SK 20  
REV  
-

in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.13 "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

2.14 "Occupation Date"

the first date when any part of the Development is occupied which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.15 "the Parties"

mean the Council the Owner and the Interested Party

2.16 "Plan 1"

the plan marked "Plan 1" annexed hereto

2.17 "Plan 2"

the plan marked "Plan 2" annexed hereto

2.18 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 13 September 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/1445/P subject to conclusion of this Agreement

2.19 "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

2.20 "the Planning Permission"

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

2.21 "the Property"

the land known as Arundel House 36-43 Kirby Street London EC1N 8TE the same as shown shaded grey on Plan 1

2.22 "Public Open Space Contribution"

the sum of £96,192 (ninety six thousand one hundred and ninety two pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of maintenance upkeep and preservation of public open spaces in the vicinity of the Property within the London Borough of Camden

2.23 "Regeneration Objectives"

the objectives of the Council contained in the documents produced by the Council from time to time entitled "Hatton Garden Regeneration Strategy" and "Hatton Garden Jewellery Centre Business Plan Summary" relating to the Hatton Garden Jewellery trade in the London Borough of Camden

2.24 "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



- 2.25 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.26 "Students" any student enrolled on full-time or part-time higher education course within any London Borough where the provider of that course is funded by the Higher Education Funding Council for England (or its successor bodies)
- 2.27 "Student Accommodation" non-self-contained accommodation forming part of the Development to be used exclusively for purposes within Class C3 of the Use Classes Order by Students and as shown shaded green on Plan 2
- 2.28 "Student Management Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Student Accommodation incorporating the elements set out in the "Code of Practice for the Management of Student Housing" as amended from time to time
- 2.29 "the Waste Strategy and Management Plan" a plan setting out a package of measures to be adopted by the Owner and approved by the Council to minimise production of waste caused by the Development and management disposal of such waste produced with a view to inter alia reducing waste and promoting the use of recycling and sustainable forms of waste disposal such draft plan to include proposals for a review of the plan (once approved) where appropriate in light of changing circumstances

- 2.30 "Workspace Contribution" the sum of £358,000 (three hundred and fifty eight 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 towards provision of funding grants to jewellery manufacturing businesses within the vicinity of the Development in the London Borough of Camden for the purchase of equipment used in conjunction with jewellery manufacturing

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

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



3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

3.8 In this Agreement where the agreement satisfaction approval consent or any other expression of satisfaction is required from a Party, that agreement consent approval or other expression of satisfaction shall be given as soon as is reasonably practicable in writing and shall not be unreasonably withheld or delayed.

3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER AND THE INTERESTED PARTY**

The Owner and the Interested Party hereby covenants with the Council as follows:-

4.1 **"Car Free" Housing**

4.1.1 To ensure that prior to Occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

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

4.2 **Student Accommodation**

4.2.1 To ensure that the Student Accommodation is used and Occupied for no purpose other than its authorised purpose as housing available for letting as Student

Accommodation AND the Student Accommodation shall be let at a rent no greater than rents of similar student housing of a similar size, age, specification, location and service charge level in the London Borough of Camden.

4.2.2 To ensure that the Student Accommodation is used at all times as a single planning unit and that:

a) no part of the Student Accommodation shall at any time be used as separate, independent self-contained dwelling units; and

b) no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation

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 Student Accommodation is not being used in strict accordance with this clause and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of this clause 4.2 and in the event of any breach of this clause to cease Occupation of the Development forthwith until the breach is rectified.

### **4.3 Student Management Plan**

4.3.1 On or prior to the Implementation Date to submit a draft of the Student Management Plan to the Council for approval.

4.3.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Student Management Plan.

4.3.3 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being used in strict accordance with the Student Management Plan as approved from time to time by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Student Management Plan and in the event of any breach of this clause to cease Occupation of the Development forthwith until the breach is rectified.

#### **4.4 Payment of the Financial Contributions**

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.
- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.
- 4.4.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") being the reasonable costs expended by the Council in carrying out the Highway Works.
- 4.4.4 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.4.5 If the Certified Sum is less than the Highways Contribution then the Council will within fourteen days of the issuing of the said certificate pay to the Owner the balance being the difference between the Certified Sum and the Highways Contribution.

#### **4.5 The B1(c) Element**

- 4.5.1 Within seven days following completion of the B1(c) Element the Owner will certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at Clause 6.1 hereof the date upon which the B1(c) Element is ready for Occupation.
- 4.5.2 Not to Occupy or permit Occupation of any part of the B1(c) Element until the Owner has received written notice from the Council (such notice not to be unreasonably withheld or delayed) that in the reasonable opinion of the Council all works comprised in the Development necessary to make the B1(c) Element lettable as light industrial unit(s) have been carried out and completed to the Council's reasonable satisfaction.
- 4.5.3 Not to Occupy or permit Occupation of the B1(c) Element except as for a use being solely for purposes relating to manufacture within the local jewellery trade falling

within class B1(c) of the Use Classes Order for a term of no less than 15 years (from the date of first Occupation of the B1(c) Element) without review at a rent of no more than £5 per square foot of net internal space without premium or penalty following which the rent will revert to the rent prevailing in the market at the end of the lease period in accordance with the lease approved by the Council insofar as those terms are not inconsistent with the terms of this Agreement.

- 4.5.4 It is agreed by the Parties that for the avoidance of doubt clause 4.5.3 shall apply to all subsequent assignments of the lease and sub-lettings during the 15-year term unless the Council in consultation and in consideration of its Regeneration Objectives allows otherwise in writing.
- 4.5.5 Upon appointment of the Company the Owner shall use all reasonable endeavours to expedite completion of a lease with the approved Company in terms of sub-clause 4.5.3 of this Agreement.
- 4.5.6 Not to Occupy or permit Occupation of any part of the Development unless the B1(c) Element is available to let on the terms set out in sub-clauses 4.5.3, 4.5.5 and 4.5.6 of this Agreement.
- 4.5.7 In the event that the B1(c) Element is sub-leased on short term lets by the Company, priority for granting such sub-leases shall be given to small businesses within the Hatton Garden area unless otherwise agreed in writing with the Council.
- 4.5.8 The B1(c) Element shall not be used for any purpose save as workshop space solely for purposes relating to jewellery manufacture within the local jewellery trade being a light industrial use within Class B1(c) of the Use Classes Order (and in particular shall not be used for any purpose within Class B1 of the Use Classes Order save as workshop space solely for purposes relating to jewellery manufacture within the local jewellery trade being a purpose falling within Class B1(c)) and in the event of any part of the B1(c) Element being used for a purpose not falling within Class B1(c) use as workshop space solely for purposes relating to jewellery manufacture within the local jewellery trade of the Use Classes Order Occupation of the B1(c) Element shall cease forthwith.



#### **4.6 The Construction Management Plan**

- 4.6.1 On or prior to Implementation to provide the Council for approval the Construction Management Plan.
- 4.6.2 Not to Implement or allow Implementation of the Development until such time as the Council has approved the Construction Management Plan.
- 4.6.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved Construction Management Plan and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

#### **4.7 The Waste Strategy and Management Plan**

- 4.7.1 On or prior to Implementation of the Development to submit a draft of the Waste Strategy and Management Plan to the Council.
- 4.7.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Waste Strategy and Management Plan.
- 4.7.3 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 Waste Strategy and Management Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Waste Strategy and Management 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 7 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 2006/1445/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) as is reasonably required for the purposes of monitoring compliance with the obligations contained herein provided that the Owner shall not be required to provide any information which may in the Owner's reasonable view be commercially sensitive or protected by law.
- 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 provided that the Council shall notify the Owner and the Interested Party in writing as soon as is reasonably practicable on the receipt of any action costs, claim, demand or liability.
- 5.5 Payment of the Financial Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZM132ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

5.6 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.

5.7 Any sums, [with the exception of the sum referred to in clauses 2.4 and 4.5.3] 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

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

5.8 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2006/1445/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 Interested Party 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. **JOINT AND SEVERAL LIABILITY**

7.1 All Covenants made by the Owner and the Interested Party in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council and the Owner have caused their respective common seals to be hereunto affixed [and the Mortgagee has executed this instrument as a Deed] the day and year first before written

EXECUTED AS A DEED BY  
UBS GLOBAL ASSET  
MANAGEMENT (UK) LIMITED  
acting by a ~~Director and its Secretary~~  
~~or by two Directors~~ *two Authorised Signatories*

*[Signature]*  
.....  
~~Director~~ *Authorised Signatory*

*Paul B*  
.....  
~~Director/Secretary~~ *Authorised Signatory*

EXECUTED AS A DEED BY  
LDC (HOLDINGS) PLC  
acting by two ~~Members~~ *Directors*

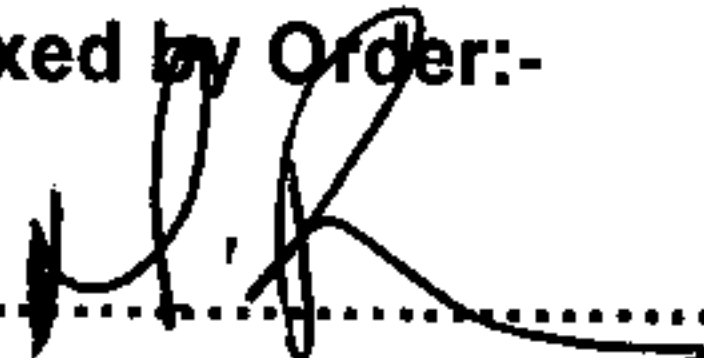
*[Signature]*  
.....  
~~Member~~ *Director*

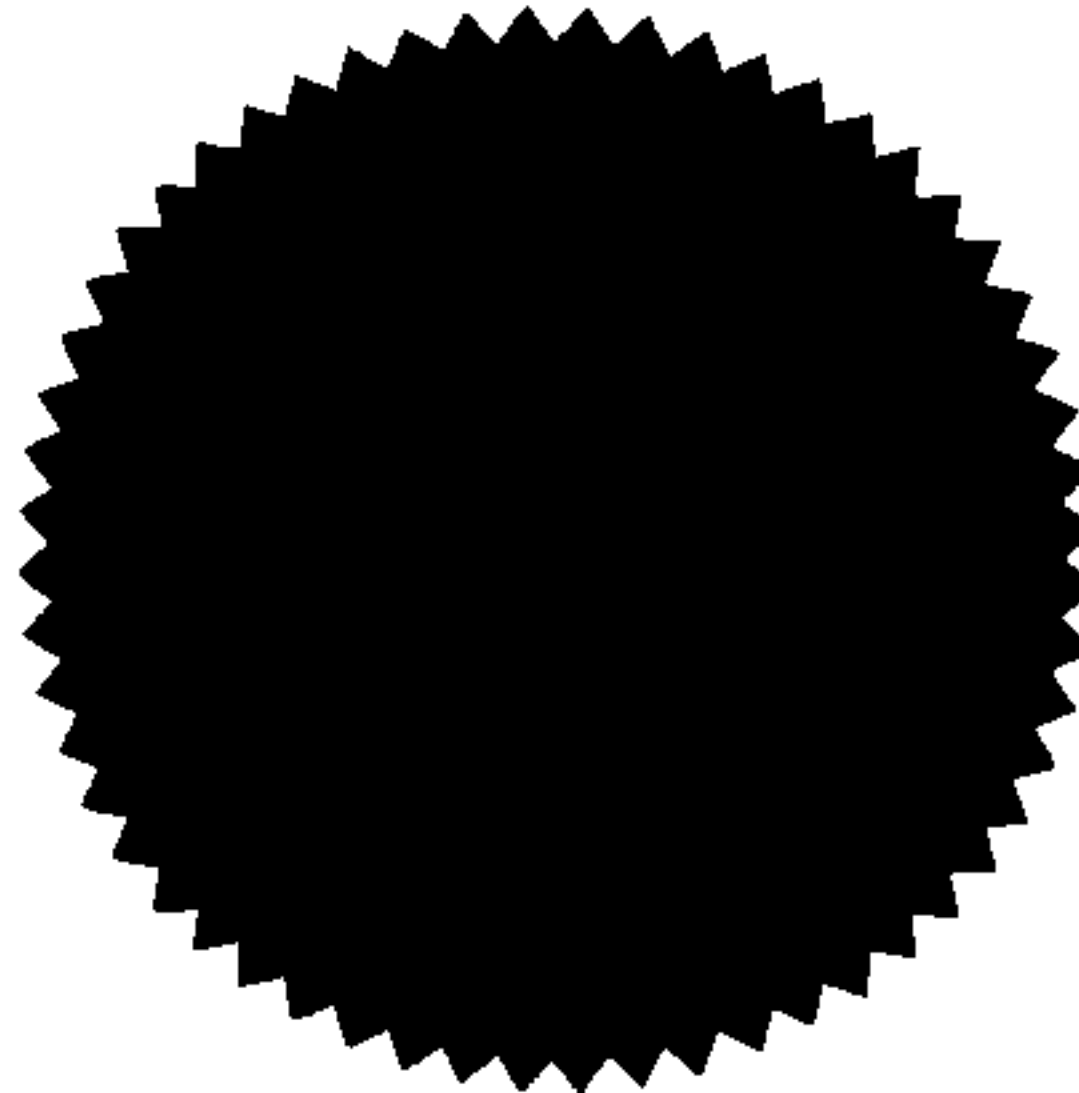
*[Signature]*  
.....  
~~Member~~ *Director*



CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
ARUNDEL HOUSE 36 to 43 KIRBY STREET LONDON EC1N 8TE

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

  
.....  
Authorised Signatory





Montagu Evans  
Clarges House  
6-12 Clarges Street  
London  
W1J 8HB

Application Ref: 2006/1445/P

13 December 2006

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:  
**Arundel House**  
**36-43 Kirby Street**  
**London**  
**EC1N 8TE**

**Proposal:**

**DECISION**  
Alterations and extensions to the existing workshops and offices (Class B1) including the erection of a two storey roof extension at fifth and sixth floor levels, a six storey rear extension and other ancillary works and change of use to provide 42 workshops (B1c use class) at basement and ground floor level and student residential accommodation (Class C3) comprising 128 studio units on the upper floors.

Drawing Nos: Site Location Plan; 20519 \_L01; L02 Rev A; L03 Rev B; L04 Rev A; L05 Rev A; L06 Rev A; L07 Rev A; L08 Rev B; L09 Rev A; L10; L101 Rev G; L102 Rev K; L103 Rev F; L106 Rev C; L107 Rev H; L108 Rev F; L109 Rev E; L300 Rev H; 301 Rev C; L302 Rev A; L400 Rev E; 401 Rev A; 402; 403; SK 19; Planning Statement (Dated August 2006); Planning Design Statement (Dated 23rd August 2006); Daylighting And Sunlighting Review (Dated 21st March 2006); Unite Combined Statement Access Crime Prevention Sustainability And Energy; BREEAM Industrial Pre-Assessment Estimator (3rd August 2006); EcoHomes Pre-Assessment Estimator (3rd August 2006); UNITE Part L Study - Final Report (Dated 1st March 2006); Letter from Montagu Evans (Dated 13/11/2006)

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 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the Council before the relevant part of the work is begun:

a) Samples of all facing and roofing materials to be provided and retained on site during the course of the works.

b) Detailed drawings at no less than 1:20, including sections, and clearly annotated with materials, which shows the treatment of the ground floor sub station, bin store and bike store entrances.

c) Detailed drawings, including sections, which show all jamb, head and cill and glazing bar details, of all new windows and door openings at 1:20 scale.

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.

- 3 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 No development shall take place until the applicant has implemented a programme of archaeological investigation which has been submitted by the applicant and approved by the Council. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.

Reason: Important archaeological remains may exist on this site. Accordingly the Council wishes to secure the provision of archaeological investigation and the

subsequent recording of the remains prior to development in accordance with the requirements of policy B8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Prior to the commencement of any development hereby permitted, a sustainability appraisal shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the building shall be used and maintained in accordance with the agreed details.

Reason: To ensure that the development is sustainable in accordance with the requirements of policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 6 Before the development is occupied details of a suitable area(s) for the storage of bicycles shall be submitted to and approved by the Council, and the approved bicycle store shall be provided before the building is occupied and shall thereafter be permanently retained and used for no other purpose other than for the storage of bicycles for users of the development.

Reason: In order to satisfactorily provide suitable storage for bicycles in accordance with policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 Prior to the commencement of any development hereby permitted, a biodiversity appraisal shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the building shall be used and maintained in accordance with the agreed details.

Reason: To ensure that the development is sustainable in accordance with the requirements of policy M5 of the London Borough of Camden Replacement Unitary Development Plan 2006

#### 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 6941).
- 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://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





Montagu Evans  
Clarges House  
6-12 Clarges Street  
London  
W1J 8HB

Application Ref: **2006/1755/C**  
Please ask for: **Stuart Minty**  
Telephone: 020 7974 2660

13 December 2006

Dear Sir/Madam

## **DECISION**

Planning (Listed Building and Conservation Areas) Act 1990  
Planning (Listed Buildings and Conservation Areas) Regulations 1990

### **Conservation Area Consent Granted**

Address:  
**Arundel House**  
**36-43 Kirby Street**  
**London**  
**EC1N 8TE**

#### **Proposal:**

The substantial demolition of the existing building associated with planning application reference 2006/1445/P for alterations and extensions to the existing workshops and offices (Use Class B1) including the erection of a two storey roof extension at fifth and sixth floor levels, a six storey rear extension and other ancillary works and change of use to provide 42 workshops (B1c use class) at basement and ground floor level and student residential accommodation (Class C3) comprising 128 studio units on the upper floors.

Drawing Nos: Site Location Plan; 20519 \_L01; L02 Rev A; L03 Rev B; L04 Rev A; L05 Rev A; L06 Rev A; L07 Rev A; L08 Rev B; L09 Rev A; L10; Conservation Area Supporting Statement (Dated August 2006)

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

#### **Conditions and Reasons:**

- 1 The works hereby permitted shall be begun not later than the end of three years





from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

1

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

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

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DATED 13<sup>th</sup> December

2006

**(1) UBS GLOBAL ASSET MANAGEMENT (UK) LIMITED**

**and**

**(2) LDC (HOLDINGS) PLC**

**and**

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

**A G R E E M E N T**  
relating to land known as  
**ARUNDEL HOUSE**  
36 to 43 KIRBY STREET LONDON EC1N 8TE  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962

S:\plan\lmm\s106 Agreements\Arundel House (CF, USE, SMP, POSC, UC, AWS, HC, CMP, WSMP)  
CLS/COM/LMM/1431.753