

THIS AGREEMENT is made the

*Thirte* day of

*November* One thousand nine hundred and eighty three BETWEEN THE HONOURABLE LEOPOLD OLIVER RUSSELL of Flat 2 Onslow Square London S.W.7. THE HONOURABLE DAVID DANIEL SIEFF of Michael House Baker Street London W.1. ALARIC CHARLES WILLIAM RUSSELL of Flat 4 23 Rosary Gardens London S.W.7. and DAVID WOLFSON of 6 Clarendon Place London W.2. (hereinafter called "the Owners") of the first part GOOD RELATIONS GROUP PLC of 15 Adeline Place London W.C.1. (hereinafter called "Good Relations") of the second part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London N.W.1. (hereinafter called "the Corporation") of the third part

WHEREAS

(1) The Owners are the owners of a legal estate in the land and buildings known as 52, 53, 54, 55, 56, 57 and 58 Russell Square London W.C.1.

(2) The Corporation is the local planning authority for the London Borough of Camden in which the land and buildings mentioned in the previous recital are situate for the purpose of the provisions of the Town and Country Planning Act 1971 (hereinafter called "the Act")

(3) An application (hereinafter called "the 1983 planning application") was on 18th April 1983 as amended by letters dated 21st June 1983 and 5th August 1983 made to the Corporation on behalf of the Owners for planning permission for works involved in the conversion and extension of the buildings on the land

known as 54, 55, 56, 57 and 58 Russell Square to provide residential and office accommodation

(4) An application (hereinafter called "the 1983 listed building application") was on 18th April 1983 as amended by letters dated 21st June 1983 and 5th August 1983 made to the Corporation on behalf of the Owners for listed building consent for works of conversion and extension of the buildings on the land known as 54, 55, 56, 57 and 58 Russell Square to provide residential and office accommodation

(5) By a Deed of Agreement dated 30th March 1981 (hereinafter called "the 1981 Agreement") and made between the Owners (other than David Wolfson) and the Corporation provision was made for the development of 52, 53, 54, 55, 56, 57 and 58 Russell Square in the manner therein described

(6) The Owners and Good Relations have agreed for the grant of a Lease of that part of the land known as 57 and 58 Russell Square (hereinafter called "57 and 58") subject to the completion of this agreement

(7) The Corporation is prepared to grant the 1983 planning application and the 1983 listed building application subject to conditions and subject to the restrictions herein contained

(8) The Owners Good Relations and the Corporation have agreed to make further provision to regulate the development of 52, 53, 54, 55, 56, 57 and 58 Russell Square in the manner hereinafter appearing and pursuant to the statutory powers hereafter referred to

NOW THIS DEED WITNESSETH as follows:-

1. THIS Agreement is made in pursuance of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 16 of the Greater London Council (General Powers) Act 1974 and Section 52 of the Act

2. THE Corporation hereby approves the 1983 planning application and the 1983 listed building application for the purposes of the Act subject to the conditions mentioned in the Corporation's letters of approval of even date herewith

3. IT is hereby agreed that the 1981 Agreement and the planning and listed buildings consents of even date therewith and issued pursuant thereto shall cease to have effect save in respect of 52 and 53 Russell Square and the Owners covenant jointly and severally that they will not act upon the 1981 Agreement and/or the planning and listed building consents of even date therewith and issued pursuant thereto save as aforesaid

4. THE Owners hereby covenant jointly and severally with the Corporation that they will convert 54 Russell Square into residential accommodation in accordance with the 1983 planning application and the 1983 listed building application referred to in Recitals (3) and (4) above or as may otherwise be agreed by the Corporation within a period of five years from the 30th day of March 1981 (hereinafter called "the Said Period") or they shall within the Said Period have entered into an Agreement with a housing association or other body approved by the Corporation to lease 54 Russell Square to that association or that other body for that association or that other body to carry out a residential development in accordance with the 1983 planning application and the 1983 listed building application referred to

in Recitals (3) and (4) above or as may otherwise be agreed by the Corporation

5. THE Owners hereby jointly and severally covenant that they will develop the properties known as 52, 53, 55 and 56 Russell Square in accordance with the provisions of this Agreement or as may otherwise be agreed by the Corporation

6. AS from the completion of such conversion or such agreement as the case may be as mentioned in clause 4 the Owners may thereafter use 52, 53, 55 and 56 Russell Square for office purposes in their entirety without any permission or consent notwithstanding that the works to such buildings or any of them in accordance with the 1983 planning application and the 1983 listed building application referred to in Recitals (3) and (4) above shall have been deferred or abandoned or only partially completed

7. Good Relations hereby covenant that they will develop 57 and 58 Russell Square in accordance with the provisions of this Agreement and the letters of approval referred to in Clause 2 or as may otherwise be agreed by the Corporation

8. AS from the completion of the development referred to in clause 7 57 and 58 Russell Square may thereafter be used for office purposes in their entirety without any further permission or consent

9. THIS Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Corporation pursuant to any of its statutory functions or in any other capacity

10. THE Owners and Good Relations hereby covenant that they will not make any claim for compensation in respect of any condition, restriction provision or other matter mentioned in this Agreement or in respect of the letters of approval mentioned in Clause 2 above

11. THE expressions "the Owners" "Good Relations" and "the Corporation" shall where the context so admits include their respective successors in title heirs and assigns

IN WITNESS whereof the Owners have hereunto set their hands and seals and Good Relations and the Corporation have affixed their Common Seals the day and year first before written

SIGNED SEALED and DELIVERED by )  
the said THE HONOURABLE LEOPOLD )  
OLIVER RUSSELL in the )  
presence of: )

*L. Wood*

*L. Russell*

BEDFORD OFFICE,  
29A, MONTAGUE STREET,

ESTATES SECRETARY LONDON, W.C.1.  
BEDFORD ESTATES

SIGNED SEALED and DELIVERED by )  
the said THE HONOURABLE DAVID )  
DANIEL STEFF in the presence of: )

*L. Wood*

*David Steff*

BEDFORD OFFICE,  
29A, MONTAGUE STREET,

ESTATES SECRETARY LONDON, W.C.1.  
BEDFORD ESTATES

SIGNED SEALED and DELIVERED by )  
the said ALARIC CHARLES WILLIAM )  
RUSSELL in the presence of: )

*L. Wood*

*Alaric Russell*

BEDFORD OFFICE,  
29A, MONTAGUE STREET,

ESTATES SECRETARY LONDON, W.C.1.

SIGNED SEALED and DELIVERED by  
said DAVID WOLFSON  
in the presence of:

)  
)  
)

*David Wolfson*

*Tom. Lord*

BEDFORD OFFICE,  
29A, MONTAGUE STREET,  
LONDON, W.C.1.

REGISTERED SECRETARY

THE COMMON SEAL OF GOOD RELATIONS )  
GROUP PLC was hereunto affixed )  
in the presence of: )

*on the sign*

Director

*[Signature]*

Secretary