

DATED

9th December

1991

HIGH HOLBORN ESTATES LIMITED

- and -

EAST HOLBORN ESTATES LIMITED

- and -

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990 AND ASSOCIATED LEGISLATION

Relating to land known as State House, 58-71 High Holborn, 52-62
High Holborn and 15 Hand Court London WC1

Ref: LEGAL/PLANNING/INPC

THIS AGREEMENT is made the *9th* day of *June* One thousand nine hundred and ninety one B E T W E E N HIGH HOLBORN ESTATES LIMITED whose registered office is situate at 40 Park Street London W1Y 3PF (hereinafter called "the first Owner") of the first part EAST HOLBORN ESTATES LIMITED whose registered office is situate at 40 Park Street London W1Y 3PF (hereinafter called "the second Owner") of the second part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the third part

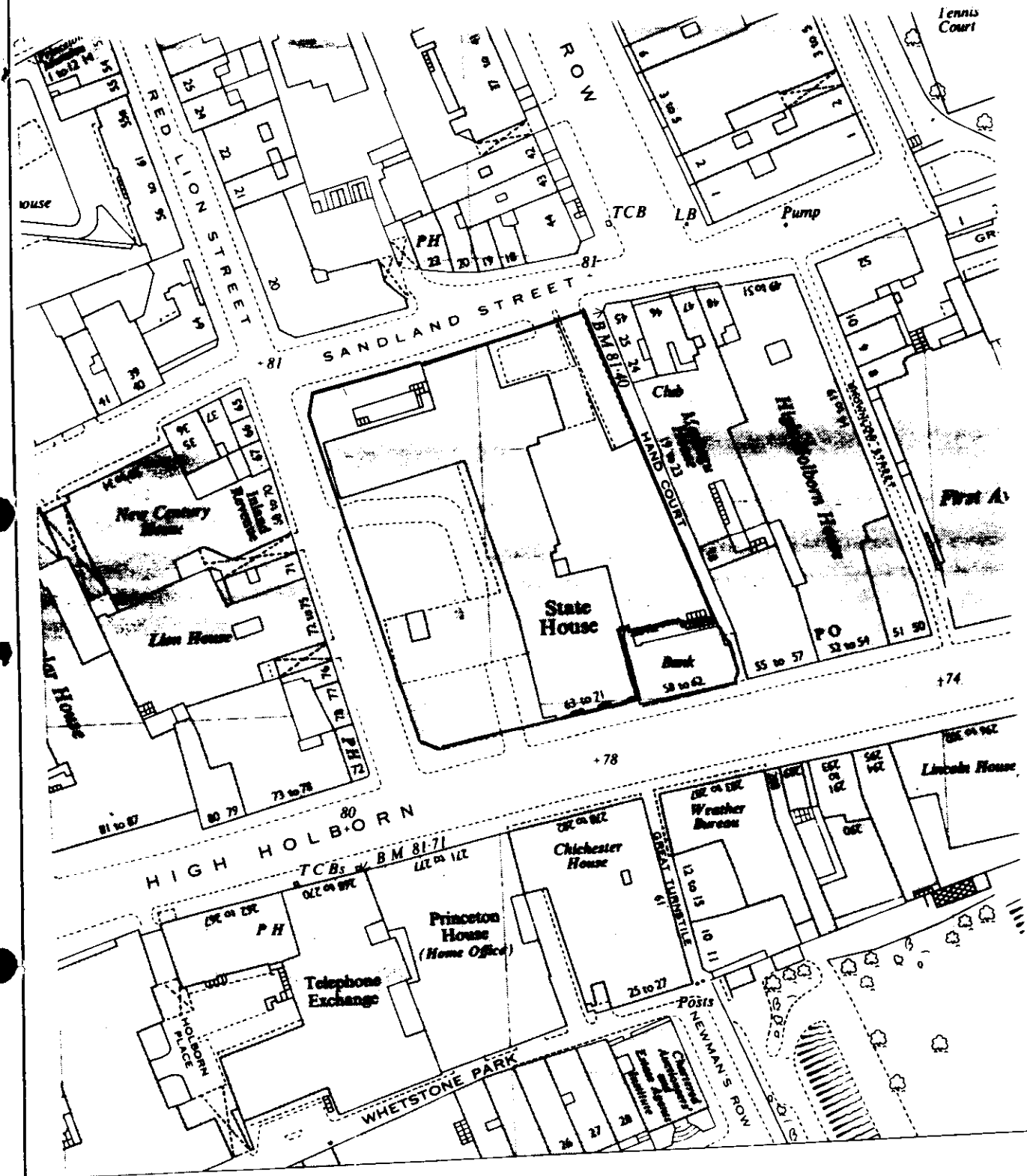
WHEREAS


(1) The First Owner is registered at H.M. Land Registry with Title absolute under Title Number 84053 as the freehold proprietor of land and premises situate at 58-71 High Holborn London WC1 known as State House (hereinafter called "the first property") the boundaries whereof are delineated for the purpose of identification only on plan 1 annexed hereto and thereon edged red

(2) The Second Owner is registered at H.M. Land Registry with titles absolute under title numbers 165968, 163618 and 29318 as the freehold proprietor of land and premises situate at 56/62 High Holborn and 15 Hand Court (hereinafter called "the second property") the boundaries whereof are delineated for the purpose of identification only on plan 1 annexed hereto and thereon edged blue

(3) The first property and the second property hereinafter referred to as "the property"

SEARCHED
SERIALIZED
INDEXED
1



Title PLAN NUMBER 1	Drg No	London Borough of Camden Planning & Transport Department Argyle Street WC1H 8EQ Telephone 01 278-4444  David Pike MSc CEng MICE MRTPI Director of Planning & Transport
	Scale	
	Drawn by	
	Date	

(4) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (hereinafter called "the Act") and is a principal council for the purposes of Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

(5) A planning application (as subsequently amended) was submitted by the First Owner to the Council on the 14th December 1990 and was given reference number PL/900576/RI (hereinafter called "the Application") for planning permission for the redevelopment of the property to provide a new building having office use within Use Class B1, of the Town and Country Planning (Use Classes) Order 1987, on part basement, part ground and eight upper floors, uses within class A1, A2 and A3 of the Town and Country Planning (Use Classes Order 1987) on part ground floor, 38 car parking spaces, plant and storage areas in the basement, rear service access and roof plant areas

(6) The Council consider it expedient in the interests of the proper planning of its area that the development of the property should be regulated in accordance with this Agreement

(7) For that purpose the Owners are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982

(8) The Council has resolved to grant planning permission upon the Application (as amended) subject to the conditions set out in the planning permission of even date

herewith and subject to the covenants undertakings and restrictions herein contained

NOW THIS DEED WITNESSETH as follows:-

1 This Agreement is made in pursuance of Section 106 of the Act and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 both of which shall apply to each and every covenant agreement and undertaking given by the Owners herein to the extent that such are legally applicable

2. Within this Agreement the following terms shall have the following meanings:-

"the Development"

means the redevelopment of the property as more particularly described in Recital (3)

"the Implementation Date"

means the date upon which the Development is implemented by the carrying out of a specified operation as defined in Section 56 of the Town and Country Planning Act 1990

"the Planning Permission"

means the Planning Permission of even date herewith granted by the Council in respect of the Development

"the Footway reinstatement Scheme"

means the Scheme for the improvement of the public

footway to be carried out by the Council pursuant to Clause 6 hereof

"the Traffic Management Scheme"

means the Scheme for the improvement of the traffic flow to be carried out by the Council pursuant to Clause 6 hereof

"the Head of Engineering Services"

means the Council officer holding that position or the equivalent thereto from time to time

"the payment"

means the payment for the traffic management scheme to be made by the Owners pursuant to Clause 6 hereof

"the Working Group"

means the working group referred to in clause 5 hereof

"Practical Completion"

means the date on which the works to complete the development have reached the stage of practical completion as certified by the Architect appointed by the Owners in connection with the Development

3. It is hereby agreed between the parties hereto that save for the provisions of clauses 9 15 and 17 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owners forthwith upon the Implementation Date

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

5. The Owners hereby covenant with the Council as follows:-

(1) That the Owners shall use their reasonable endeavours to establish before the commencement of the Development an informal working group ("the Working Group") the objectives of which shall be to liaise discuss and where appropriate advise on any issue relating to the construction of the Development until its Practical Completion including (but without prejudice to the generality of the foregoing) the matters listed in the Schedule hereto

(2) That the Owners shall invite the following

to become members of the Working Group:-

(a) an agreed number of representatives of the Red Lion Square Tenant's and Resident Association;

(b) appropriate members of the Council's Planning and Transportation Department

(3) That the Owners shall procure that their project manager shall be a member of the Working Group and notified in writing to the Council prior to the commencement of the Development

(4) That until Practical Completion of the Development the Owners shall procure that meetings of the Working Group shall be arranged at least once in every period of 3 months (commencing with the Implementation Date) and shall provide at its own expense a suitable venue for each such meeting and shall give notice of not less than 7 days of each such meeting to each member

(5) That any member of the Working Group shall be entitled by giving written notice of not less than seven days to the other members of the Working Group (except in an emergency in which case notice of 24 hours shall suffice) to call an additional meeting of the Working Group for the purpose of discussing any matter specified in the notice which it considers that the Working Group ought to discuss before the next meeting which will be due in accordance with sub-clause (4) above and the provisions of sub-clause (4) shall apply to any additional meeting except that the Owners shall not be obliged to provide a venue for any meeting called upon less than seven days notice

6. The Owners further covenant with the Council:-

(1) To deposit with the Council upon the Implementation Date the sum of £35,000 (THIRTY FIVE THOUSAND POUNDS) ("the payment") as a contribution towards a scheme for the regulating and improvement of traffic flow within the Red Lion and Sandland Street areas ("the Traffic Management Scheme") which sum the Council acknowledges will be returned to the Owners if the Traffic Management Scheme shall not have been implemented within two years of Practical Completion together with interest thereon at the base rate of Barclays Bank Plc from time to time

(2) At their own cost to install by the date of Practical Completion and to the satisfaction of the Head of Engineering Services lighting connected to a London Electricity Board supply with 24 hours per day access to the Council to the said supply to serve Hand Court such lighting to be a design approved by the Head of Engineering Services

(3) Not to carry out any demolition or construction work on the property other than within the hours of 8.00 am to 6.00 pm Monday to Friday and 8.00 am to 1.00 pm on Saturdays without the written consent of the Council such consents not to be unreasonably withheld or delayed

(4) Upon practical completion of the Development to pay to the Council the sum of FORTY THOUSAND POUNDS (£40,000) (hereinafter called "the basic sum") and an additional sum (hereinafter called "the additional sum") which shall be a sum equal to the difference between the

basic sum and a sum arrived at by increasing the basic sum by the same percentage by which the index of New Construction (NEDO) Office has increased between the date hereof and the date of payment of the additional sum which sums (hereinafter called "the contribution") shall be used by the Council as a contribution towards the cost of reinstating works to the public footway ("the footway reinstatement scheme") bounding the property (shown for purposes of identification only on plan 2 coloured pink)

PROVIDED THAT (a) should the actual cost to the Council of carrying out the footway reinstatement scheme aforesaid be less than the contribution the Council shall forthwith repay to the Owners the difference between such actual cost and the contribution

(b) The footway reinstatement Scheme shall be commenced by the Council following consultation with the Owners and the Working Group not earlier than six months prior to the contractual completion date of the Development and completed not later than one year from the date of its Practical Completion

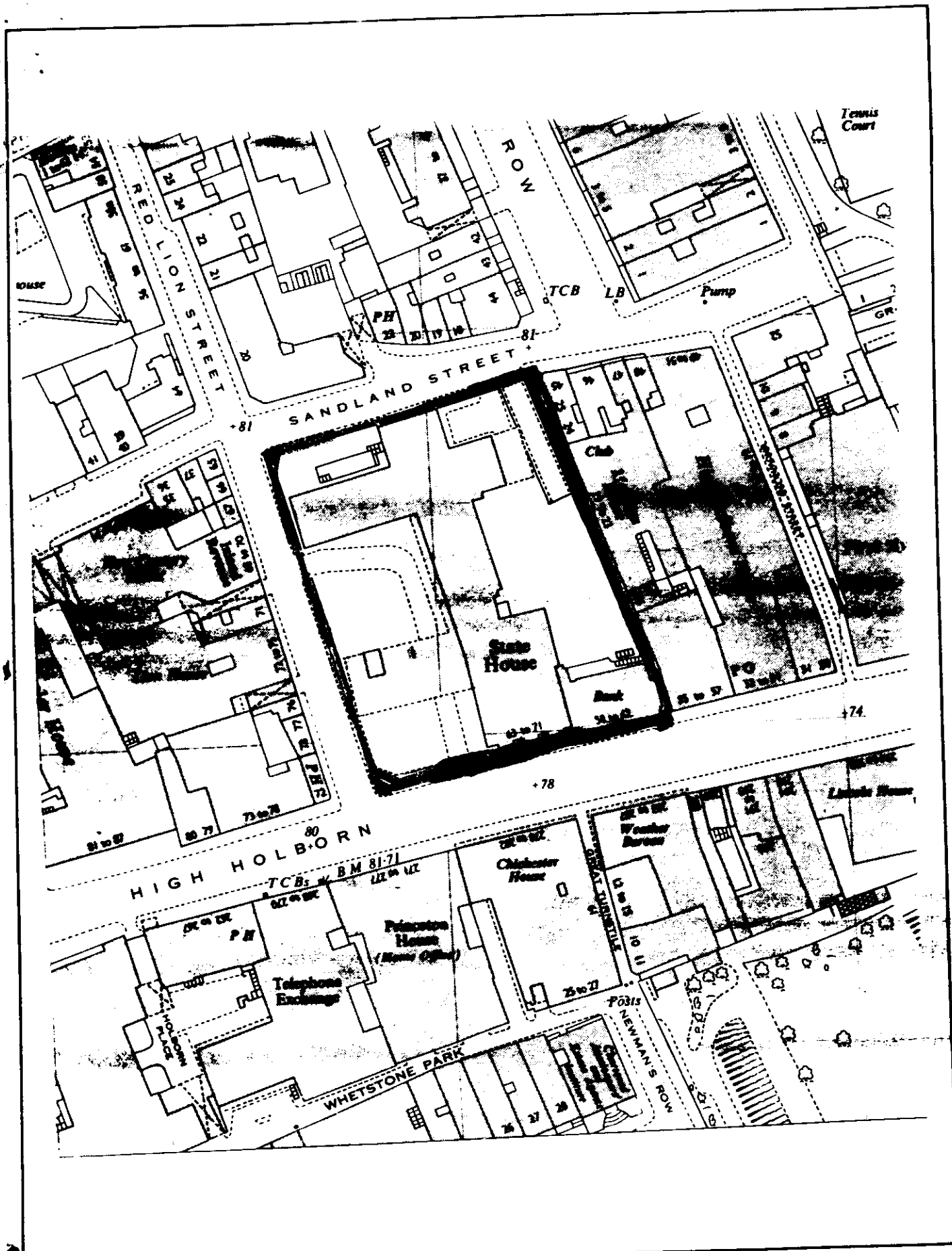
(c) In the event that the footway reinstatement Scheme is not completed within one year of Practical Completion of the Development the provisions of this Agreement relating to the payment except this sub-clause shall forthwith determine and cease to have effect and the Council shall refund to the Owners the Payment together with any interest thereon

7. The Owners hereby covenant with the Council that they will not make any claim for compensation in respect of any condition restriction provision or other matter mentioned in this Agreement or arising from the existence of this Agreement unless such claim shall arise out of a breach by the Council of its statutory duties or covenants pursuant to this Agreement

8. The Owners hereby covenant with the Council that they will within twenty eight days from the date hereof lodge their Land or Charge Certificates in relation to the property with H.M. Land Registry and will apply to the Chief Registrar to register this Agreement in the Charges Register thereof and will furnish to the Council without delay on written demand office copies of such title to show the entry of this Agreement in the Charges Register of the titles to the property

9. The Owners shall indemnify and keep indemnified the Council against all claims actions demands or expenses which may arise out of or in consequence of the provisions of this Agreement but only to the extent that such matters are entirely and properly within the control of the Owners

10. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory function or in any capacity



11. (a) The Owners and the Council hereby undertake with each other that they and their respective agents and representatives will ensure that they will each act reasonably in every respect in conducting their respective obligations within the operation of the Working Party

(b) The Owners and the Council will keep each other informed from time to time as to the identity and business address of their respective representatives on the Working Party

12. The expression "the Owners" and "the Council" shall include their respective successors in title and assigns

13. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference: LEGAL/PL/INPC) London Borough of Camden, Town Hall, Euston Road, London NW1 2RU and any notice to the Owners to be addressed to their registered office for the time being

14. It is hereby agreed and declared by the Owners and the Council that the Schedule hereto forms part of this Agreement and the Owners hereby agree with the Council to observe and perform the provisions thereof

15. This Agreement shall be registered as a Local Land Charge

16. Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply to all covenants herein contained and relating to the property such covenants being made to secure the carrying out of works or regulating the use of the property

17. The Owners agree to pay the Council's reasonable and proper legal costs and disbursements (but not Value Added Tax thereon) incurred in preparing this Agreement

THE SCHEDULE

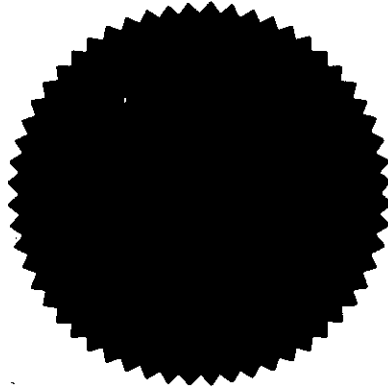
(Matters to be considered by the Working Group)

1. Demolition programme and construction programme
2. Procedures for notifying local residents and business occupiers in advance of major operations
3. Details of materials delivery schedules and any necessary road closures
4. Identification of a Developer contact for local people to refer to
5. Details of measures to be taken to maintain tidiness during construction

6. Compliance with conditions of planning permission during construction

EXECUTED as a Deed by the parties hereto on the date of this document

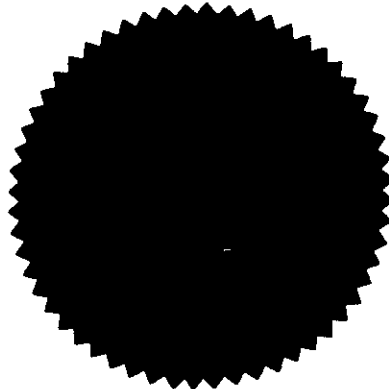
THE COMMON SEAL OF)
HIGH HOLBORN ESTATES LIMITED)
was hereunto affixed in the)
presence of:-)



[Handwritten Signature] Director

[Handwritten Signature] Secretary

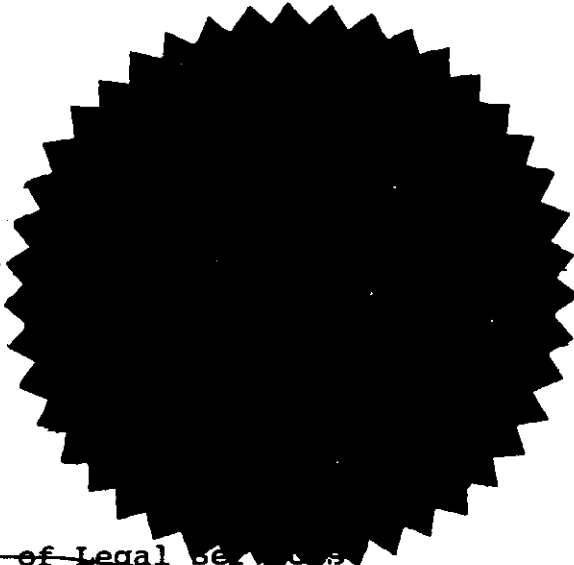
THE COMMON SEAL OF)
EAST HOLBORN ESTATES)
LIMITED was hereunto)
affixed in the presence of)



[Handwritten Signature] Director

[Handwritten Signature] Secretary

THE COMMON SEAL OF THE)
LONDON BOROUGH OF CAMDEN)
was hereunto affixed in)
the presence of:-)



[Handwritten Signature]

~~Controller of Legal Services~~
Duty Antimonopoly Officer

DATED

SECTION 106 OF THE TOWN AND COUN
PLANNING ACT 1990

HIGH HOLBORN ESTATES LIMIT

-and-

EAST HOLBORN ESTATES LIMIT

- and -

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAM

A G R E E M E N T
regarding State House
58-71 High Holborn and 56-62 High
Holborn and 15 Hand Court London

Lyn Meadows
Controller of Legal Services
Town Hall
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