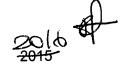
DATED 17 February



(1) ROYAL MAIL ESTATES LIMITED

-and-

(2) POSTAL HERITAGE TRUST

-and-

(3) THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND

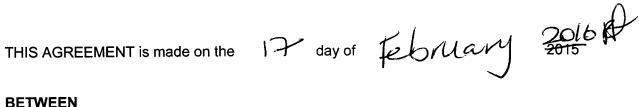
-and-

(4) THE MAYOR AND THE BURGESSES OF THE LONDON BOROUGH OF CAMDEN

FIRST DEED OF VARIATION

Relating to the Agreement dated 25 June 2012
Between the Mayor and the Burgesses of the
London Borough of Camden and
Royal Mail Estates Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
CALTHORPE HOUSE 15-20 PHOENIX PLACE LONDON WC1X 0DA

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680 Fax: 020 7974 1920 

BETWEEN

- ROYAL MAIL ESTATES LIMITED (Co. Regn. No. 05770587) OF 148 Old Street, 1. London EC1V 9HQ and of 100 Victoria Embankment, London EC4Y 0HQ (hereinafter called "the Freeholder") of the first part
- POSTAL HERITAGE TRUST (Co. Regn. No. 04896056) (trading as The British 2. Postal Museum and Archive) of Freeling House, Phoenix Place, London WC1X ODL(hereinafter called "the Leaseholder") of the second part
- THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND of 7 Holbein 3. Place, London SW1W 8NR(hereinafter called "the Chargee") of the third part
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of 4. Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

WHEREAS:

- The Council and Royal Mail Estates Limited entered into an Agreement dated 25 1.1 June 2012 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- The Freeholder is registered at the Land Registry as the freehold proprietor with Title 1.2 Absolute under title number NGL546289 and is interested in the Property for the purposes of Section 106(9) of the Act.
- The Leaseholder is registered at the Land Registry as the freehold proprietor with 1.3 Title Absolute under title number NGL934061 subject to a charge to the Chargee and is interested in the Property for the purposes of Section 106(9) of the Act.
- The Freeholder and the Leaseholder shall hereinafter be called "the Owner". 1.4
- The Council is the local planning authority for the purposes of the Act and considers 1.5 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.

- 1.6 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 26th October 2015 for which the Council resolved to grant permission conditionally under reference 2015/5840/P subject to the conclusion of this Agreement.
- 1.7 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.
- 1.8 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.
- 1.9 The Chargee as Chargee under a legal charge registered under Title Number NGL934061 and dated 1 October 2014 is willing to enter into this Agreement to give its consent to the same.

2. **INTERPRETATION**

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Agreement.
- 2.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.3.1 "Agreement" this First Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 25 June 2012 made between the Council, and

Royal Mail Estates Limited

2.3.3 "the Original Planning Permission"

means the planning permission granted by the Council 25 on June 2012 referenced 2012/1897/P allowing the change of use of the existing building from offices (Class B1) to a new British Postal Museum and Archive (Class D1) with ancillary bar/café facilities, erection of a two storey rear extension, three storey infill side extension. single storey side extension. installation of new windows, relocation of rooftop plant area, associated alterations to the façades and landscaping following demolition of existing rear extensions and outbuildings as shown on drawing numbers 1625/P/008A; 1625/P/409B; 1625/SU/001A; -002A; -003A; -004A; -100A; -101A; -102A; -200A; -201A; 1625/P/400B: -401B; -402B: -403B: 1625/P/001K; -002H; -003H; -004E; -200B; -201B; -112B; -113B; -114B; **Planning** Statement, DP9, March 2012; Daylight and Sunlight Report, GIA, 9th March 2012 ref 4559; 4559-59-15a ADF results; Daylight/Sunlight window location; Noise Assessment, Fordham, February 2012: BREEAM assessment, Max Fordham. March 2012; Environmental Statement, Max Fordham, February 2012; Delivery and Servicing Statement, SKM Colin Buchanan, March 2012 ref VN40355; Ecology Scoping Survey, The Ecology Consultancy, 22 February 2012 ref 111138; Design and Access Statement, Feilden Clegg Bradley Studios, March 2012; DP9 email 23 May 2012 entitled RE: BPMA 2012/1897/P

- Where in this Agreement reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Agreement.
- 2.5 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.
- 2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.7 References in this Agreement to the Owner and the Chargee shall include their successors in title.

3. VARIATION TO THE EXISTING AGREEMENT

- 3.1 The following definitions contained in the Existing Agreement shall be varied as follows:
 - 3.1.1 "Development"

variation of condition 2 (approved plans) of dated 2012/1897/P planning permission 25/06/2012 (for change of use from offices (Class B1) to a new British Postal Museum and Archive (Class D1) with ancillary bar/café extensions facilities and associated alterations to the building) to increase the size of consented windows on the existing building; changes to the front elevation of the extension; changes to the provision of an integral gate within the extension and a canopy over the as shown on drawing internal courtyard numbers: Revised Plans: (1625/P/)310; 311; 313; 316, Supporting Document for Section 73 Application dated October 2015 and Cover Letter (ref: DP2938/OBS/HS/TJH) dated 20th October 2015. Superseded Plans: (1625/P/) 004 Rev E; 112 Rev B; 113 Rev A; 114 Rev B; 200 Rev A; 201 Rev A.

3.1.2 "Planning Permission"

the planning permission under reference number 2015/6254/P to be issued by the Council in the form of the draft annexed hereto

3.1.3 "Planning Application"

the application for Planning Permission in respect of the Property submitted on 2 November 2015 by the Owner and given reference number 2015/6254/P.

- 3.2 After the words "2012/1897/P" in clause 5.2 of the Original Agreement the words "or "2015/6254/P" (as the case may be)" shall be inserted.
- 3.3 After the words "2012/1897/P" in clause 5.6 of the Original Agreement the words "or "2015/6254/P" (as the case may be)" shall be inserted
- 3.4 After the words "2012/1897/P" in clause 6.1 of the Original Agreement the words "or "2015/6254/P" (as the case may be)" shall be inserted.
- 3.5 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Agreement shall be registered as a Local Land Charge

JOINT AND SEVERAL LIABILITY 6.

All Covenants made by the Owner in this Agreement are made jointly and severally 6.1 and shall be enforceable as such.

CHARGEE EXEMPTION 7.

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

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

EXECUTED AS A DEED BY THE AFFIXING OF THE COMMON SEAL of **ROYAL MAIL ESTATES LIMITED**

in the presence of:-

Mohammed Farooq Khushi

a person authorised by

Royal Mail Estates Limited to act

for that purpose

EXECUTED AS A DEED BY THE ATTIMINE OF THE COMMISSION SEED

POSTAL HERITAGE TRUST ACTING BY A DIRECTOR

in the presence of:

a person authorised by Postal Heritage Mrust

for that purpose

Shields witness signature

Witness name: Tacina Shields

Address: Phoenix Place LONDON

Occupation: HR Manager

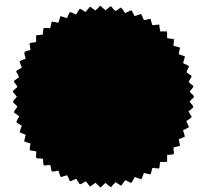
A M Steel

CONTINUATION DEED OF VARIATION IN RELATION TO CALTHORPE HOUSE 15-20 PHOENIX PLACE LONDON WC1X 0DA

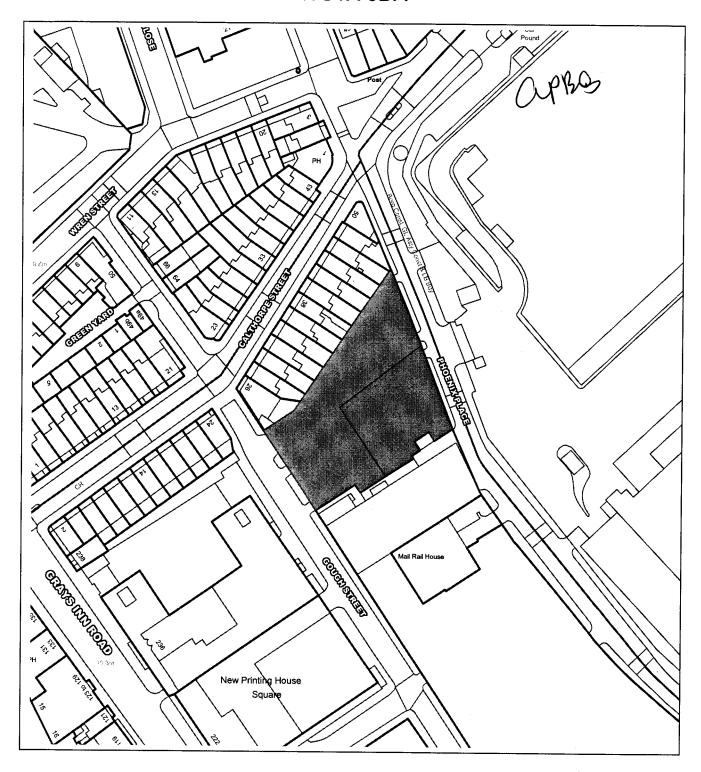
| EXECUTED AS A DEED BY If fixing the Common Sept AS Trustee of THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND in the presence of: | |
|--|---|
| Witness Signature Witness Name: DIRECTOR OF OPERATIONS Address: Occupation: | _ |

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

Authorised Signatory



CALTHORPE HOUSE 15-20 PHOENIX PLACE LONDON WC1X 0DA



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Regeneration and Planning Development Management London Borough of Camden Town Hall Judd Street London WC1H 8ND

Tel 020 7974 4444 Fax 020 7974 1930 Textlink 020 7974 6866

planning@camden.gov.uk www.camden.gov.uk/planning

Application Ref: 2015/6254/P

DP9 100 Pall Mall London SW1Y 5NQ

Dear Sir/Madam

24 December 2015

FOR INFORMATION ONLY- THIS IS NOT A FORMAL DECISION

Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Calthorpe House 15 - 20 Phoenix Place London

WC1X 0DA

Proposal:

Variation of Condition 2 (approved plans) of planning permission 2012/1897/P dated 25/06/2012 (for change of use from offices (Class B1) to a new British Postal Museum and Archive (Class D1) with ancillary bar/café facilities and associated extensions and alterations to the building) to increase the size of consented windows on the existing building; changes to the front elevation of the extension; the provision of an integral gate within the extension and a canopy over the internal courtyard.

Drawing Nos:

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):

For the purposes of this decision, condition no.2 of planning permission 2012/1897/P shall be replaced with the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans: 1625/P/008A; 1625/P/409B; 1625/SU/001A; -002A; -003A; -004A; -100A; -101A; -102A; -310; -311; -313; -316; 1625/P/400B; -401B; -402B; -403B; 1625/P/001K; -002H; -003H; -200B; -201B; -113B; Planning Statement, DP9, March 2012; Daylight and Sunlight Report, GIA, 9th March 2012 ref 4559; 4559-59-15a ADF results; Daylight/Sunlight window location; Noise Assessment, Max Fordham, February 2012; BREEAM pre assessment, Max Fordham, March 2012; Environmental Statement, Max Fordham, February 2012; Delivery and Servicing Statement, SKM Colin Buchanan, March 2012 ref VN40355; Ecology Scoping Survey, The Ecology Consultancy, 22 February 2012 ref 111138; Design and Access Statement, Feilden Clegg Bradley Studies, March 2012; DP9 email 23 May 2012 entitled RE: BPMA 2012/189 /P

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

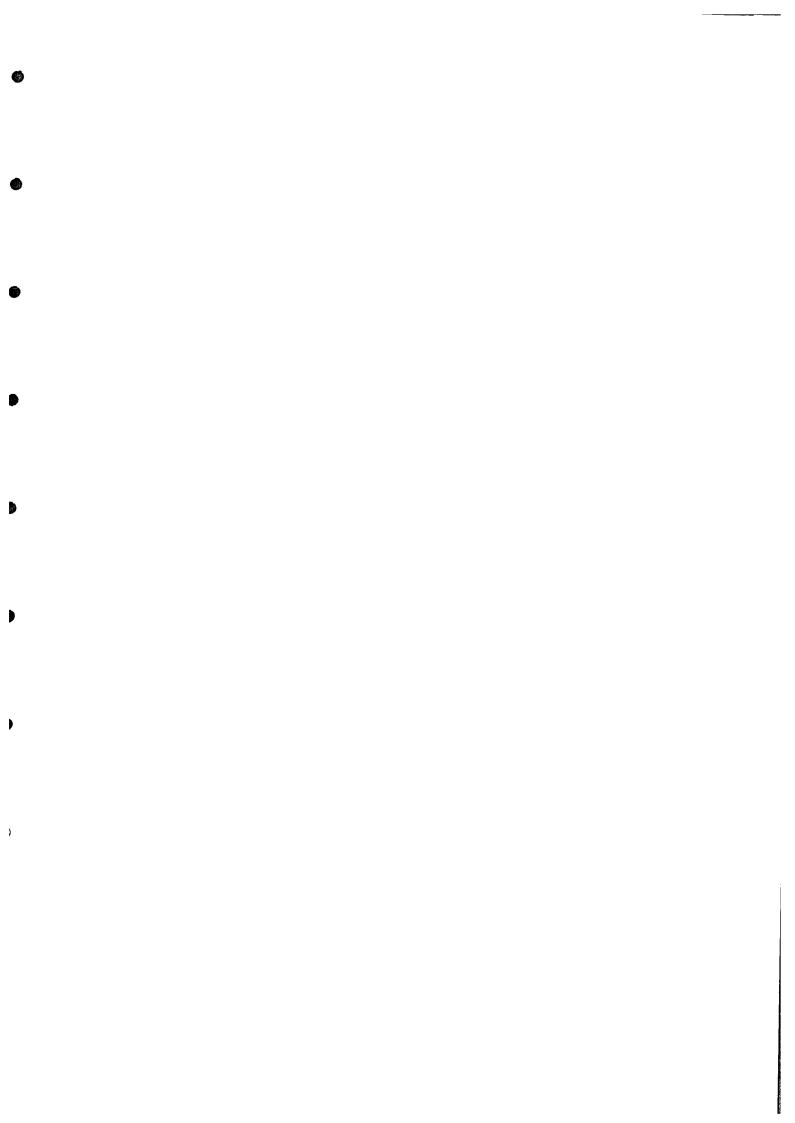
Informative(s):

1

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate



DATED

17 February

2015

(1) ROYAL MAIL ESTATES LIMITED

-and-

(2) POSTAL HERITAGE TRUST

-and-

(3)THE TRUSTEES OF THE NATIONAL HERITAGE MEMORIAL FUND -and-

(4) THE MAYOR AND THE BURGESSES OF THE LONDON BOROUGH OF CAMDEN

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