

**DATED** 8<sup>th</sup> February 1996

**FROGMORE DEVELOPMENTS LIMITED**

- and -

**FROGMORE INVESTMENTS LIMITED**

- and -

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

---

**A G R E E M E N T**

Under Section 106 Town and Country Planning Act 1990  
Relating to land known as 90-93  
High Holborn, 19-23 Eagle Street  
London and 21-23 Red Lion Street

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Amanda Kelly  
Borough of Solicitor  
London Borough of Camden  
Town Hall Judd Street  
London WC1M 9LP

Ref: LEGAL/ENV/CL/7709  
Tel: 0171 413 6927  
Fax: 0171 860 5659

envsec2/CHRIS/106-90Holb

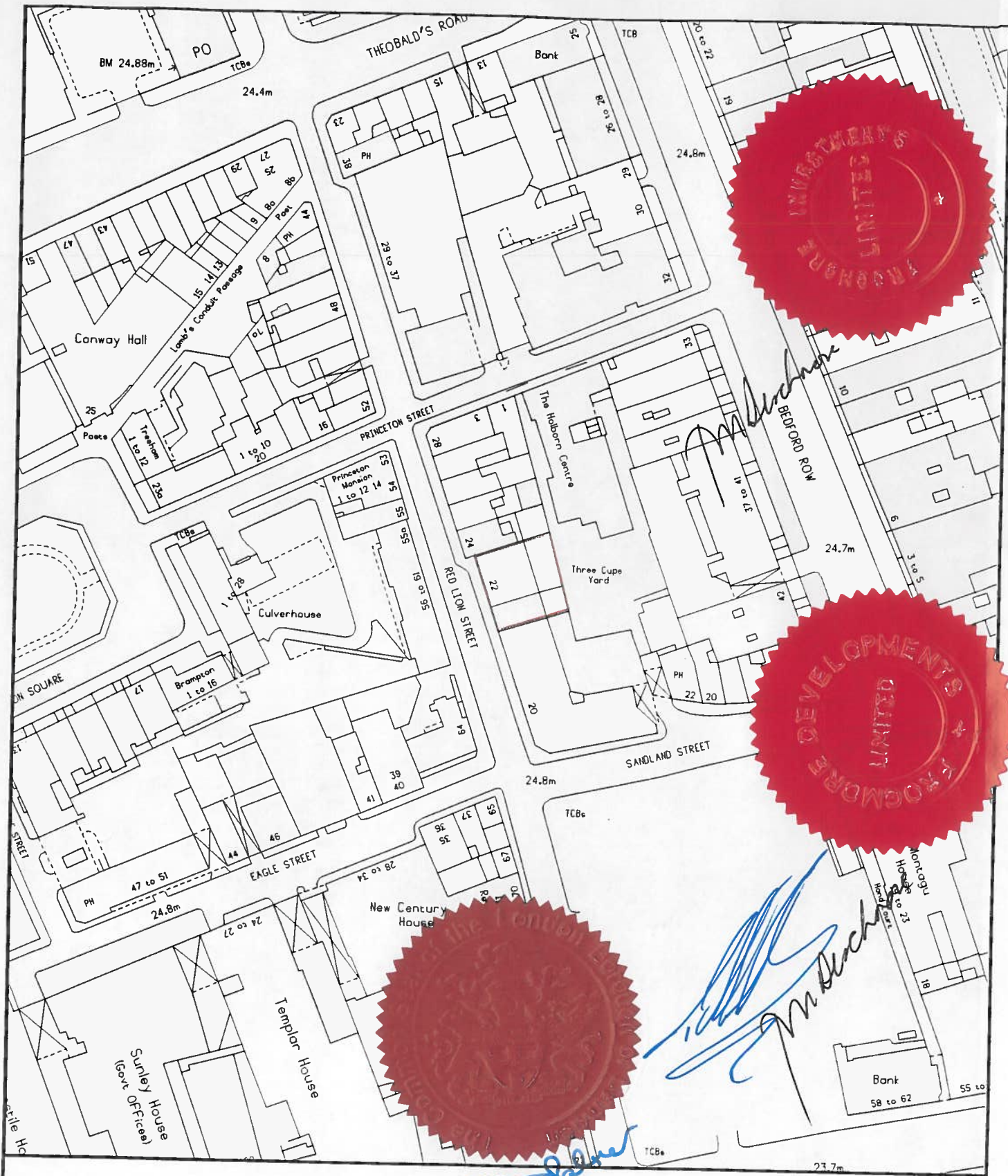


THIS AGREEMENT is made the *eighth* day of *February* one thousand nine hundred and ninety six B E T W E E N FROGMORE DEVELOPMENTS LIMITED whose registered office is situate at 8 Manchester Square, London W1A 2JZ (hereinafter called "the Owner") of the one part and FROGMORE INVESTMENTS LIMITED whose registered office is situate at 8 Manchester Square aforesaid of the second part (hereinafter called "Investments") and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Camden Town Hall Judd Street London WC1M 9LP (hereinafter called "the Council") of the third part

WHEREAS

1.1 The Owner is registered at HM Land Registry with Title Absolute under Title Number NGL725189 as the freehold proprietor of the land and premises situate at 21-23 Red Lion Square London WC1 (hereinafter called "the First Property") the boundaries whereof are delineated for the purpose of identification only on the plan annexed hereto and marked "Plan I" and thereon edged red

1.2 Investments is registered at HM Land Registry with Title Absolute under Title Numbers NGL390561 and NGL697436 as the freehold proprietor of the land and premises situate at Sunley House 90-93 High Holborn/19-23 Eagle Street and Burne House 88-89 High Holborn London WC1 (hereinafter called the "Second Property") the boundaries whereof are delineated for the purpose of identification only <sup>on</sup> the plan annexed hereto and marked Plan 2 and thereon edged blue



# London Borough of Camden

Environment Department  
 Town Hall Extension  
 Argyle Street Entrance  
 London WC1H 8EQ

PLAN 1

21-23 RED LION STREET

LONDON WC1

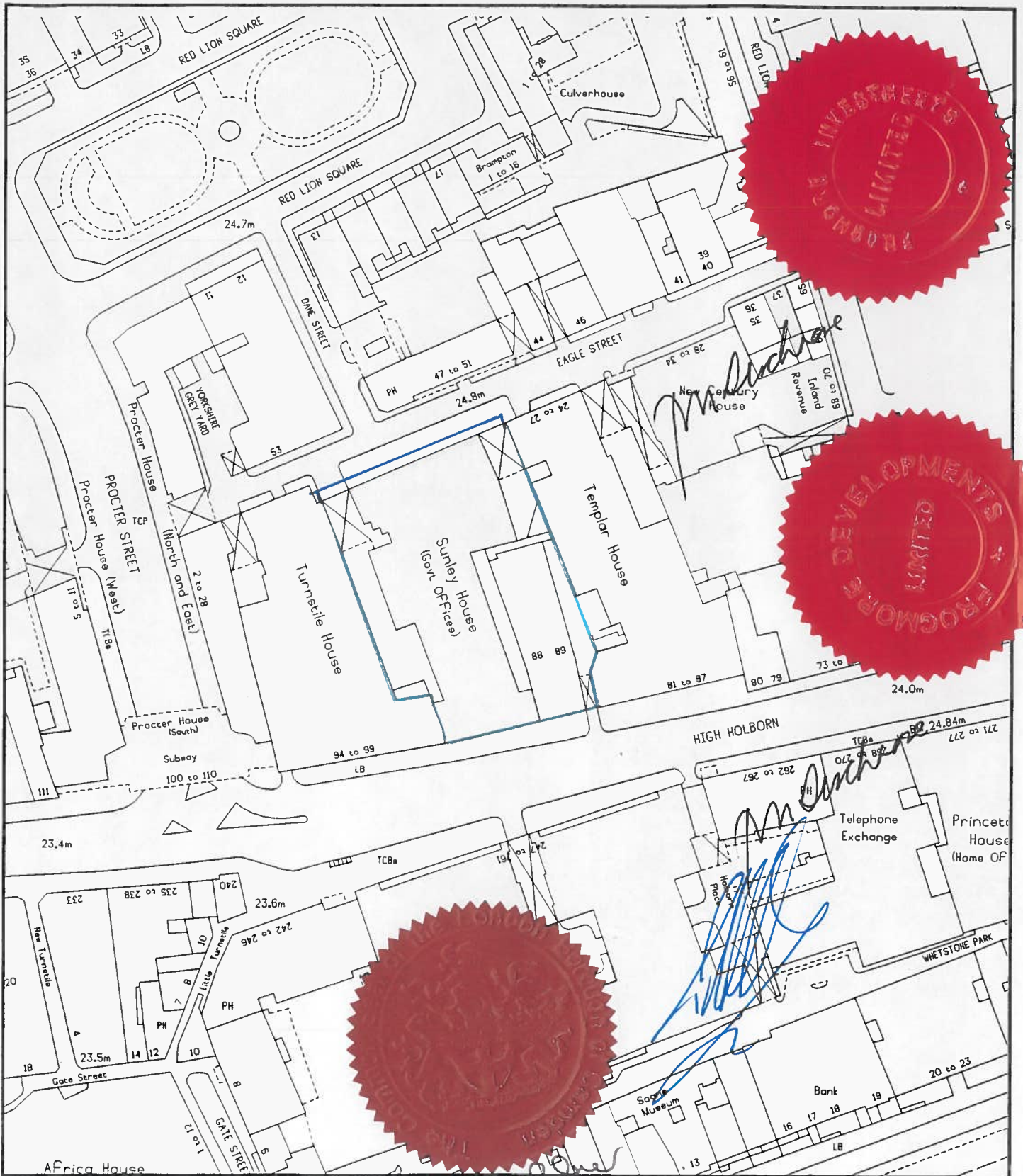


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# London Borough of Camden

PLAN 2

Planning Transport & Health Services  
 Town Hall Extension  
 Argyle Street Entrance  
 London WC1H 8EQ

SUNLEY HOUSE 90-93 HIGH HOLBORN 19-23  
 EAGLE STREET / BURNE HOUSE 88-89 HIGH  
 HOLBORN LONDON WC1.



СЛУЖБА

СЛУЖБА ЗАШТИТЕ И БЕЗБЕДНОСТИ

11. ... ..  
... ..  
... ..

- 1.3 The Owner is interested in the First Property and Investments in the Second Property for the purposes of Section 106(9) of the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991) (hereinafter called "the Act")
- 1.4 The Council is the Local Planning Authority for the purposes of the Act for the area in which the First Property and Second Property are situated.
- 1.5 A planning application was submitted by Investments on behalf of the Owner on 4th February 1993 and was given reference PL9300134/R3 for the demolition of the Second Property and redevelopment to provide office retail and residential accommodation and Conditional Planning Permission (hereinafter called "the Conditional Planning Permission") was granted by letter dated 1st August 1994.
- 1.6 A planning application was submitted by Investments on behalf of the Owner on 17th August 1995 and was given reference PL9501559 to amend the Conditional Planning Permission to the effect that the proposed residential accommodation is replaced by further office accommodation (hereinafter called "the Development"), as shown on drawing numbers 9243/01S, 02T, 03R, 04S, 05S, 06S, 07R, 08S, 09V, 12P, 13R and location plans as revised by letters dated 4th. January 1994, 3rd. February 1994 and 7th. July 1994 which accompanied the planning application given reference PL9300134/R3.

1.7 The Owner was granted planning permission (hereinafter called "Planning Permission No. PL/9500006/R1") for the change of use and works of conversion to the First Property from offices to provide ten residential units and a retail unit to the First Property as shown on drawing numbers F1528/03, 07, 08, 09, 10 and 11 as amended by letter dated 6th April 1995.

1.8 The Council considers it expedient in the interests of the proper planning of its area that the development of the Second Property should be restricted or regulated in accordance with this Agreement.

1.9 For that purpose the Owner and Investments are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.10 The Council has resolved to grant planning permission for the Development subject to the conditions set out in the Planning Permission a draft copy of which is annexed hereto and subject to the covenants undertakings and restrictions herein contained.

1.11 Save for the provisions of Clauses 4, 8 and 9 which shall come into effect on the date hereof the parties hereto intend that this Agreement shall come in to effect upon the date (hereinafter called "the Implementation Date") of the implementation of the Development by the carrying out of a material operation in accordance with Section 56 of the Act unless the context otherwise requires.



1.12 The expressions "the Council" "the Owner" and "Investments" shall include their respective successors in title and assigns.

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 106 of the Act and is a Planning Obligation for the purposes of Section 106 aforesaid and shall be enforceable by the Council acting as the local planning authority against the Owner, Investments and against any person deriving title to the First Property and/or the Second Property from the Owner or Investments.
2. It is hereby agreed between the parties hereto that save for the provisions of Clauses 4, 8 and 9 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner and investments forthwith upon the Implementation Date.
3. The Owner and Investments 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.

4. The Owner and Investments hereby covenant with the Council that they will within ten days from the date hereof lodge their respective Land or Charge Certificates in relation to the First Property and Second Property with HM Land Registry and will apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such titles to show the entry of this Agreement in the Charges Register of the titles to the First Property and Second Property.
5. 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 other capacity.
6. The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference CL/ENV/CHL/7709) London Borough of Camden, Camden Town Hall, Judd Street, London WC1H 9LP and any notice to the Owner or to Investments to be addressed to their respective registered offices for the time being.
7. It is hereby agreed and declared by the Owner, Investments and the Council that the Schedule hereto forms part of this Agreement and the Owner and Investments hereby agree with the Council to observe and perform the provisions thereof.

8. This Agreement shall be registered as a Local Land Charge.
9. The Owner and Investments agree to pay the Council its reasonable costs incurred in preparing this Agreement.
10. At the termination of this Agreement (by effluxion of time or otherwise) the Council shall upon written notice from the Owner or Investments:-
  - (i) Provide (at the expense of the Owner or Investments) a notice of withdrawal of the restriction or other entry at HM Land Registry mentioned in Clause 4 hereof
  - (ii) Procure the cancellation of the entry in the Local Land Charges Register for the land relating to this Agreement registered pursuant to Clause 8 hereof

IN WITNESS Whereof the Parties hereto have caused their Common Seals to be affixed the day and year first above written

**THE SCHEDULE**

The Owner and Investments hereby covenant declare agree and undertake with the Council not to carry out the Development until such time as Planning Permission No. PL/9500006/R1 has been implemented in its entirety

London Borough of Camden  
Town Hall  
Argyle Street  
London WC1H 8EQ

Tel 0171 278 4444  
Fax 0171 860 5713

Mr B G Kitcherside  
c/o Frogmore Investments Ltd  
8 Manchester Square  
LONDON  
W1A 2JZ

Application No: 9501559  
Case File: N15/23/G

Dear Sir(s)/Madam

**DECISION**

Town and Country Planning Act 1990  
Town and Country Planning (General Development Procedure)  
Order 1995  
Town and Country Planning (Applications) Regulations 1988

PERMISSION FOR DEVELOPMENT

Address : ~~Sunley House~~, 88/93 High Holborn, WC1

Date of Original Application : 14/08/1995

Proposal :

The amendment of planning permission dated 1 August 1994 (Reg.No.PL/9300134/R3) for the demolition of the existing buildings and redevelopment to provide office, retail and residential accommodation, to the effect that the proposed residential accommodation is replaced by further office accommodation, as shown on drawing numbers 9243/01S, 02T, 03R, 04S, 05S, 06S, 07R, 08S, 09V, 12P, 13R and location plans as revised by letters dated 4th January 1994, 3rd February 1994 and 7th July 1994.

Standard condition:

The development hereby permitted must be begun not later than the expiration of five years from the date of this permission.

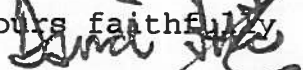
Standard Reason:

In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

Informatives (if applicable):

The above permission is subject to all the conditions attached to the original planning permission.

This application was dealt with by Simon Hoets on 0171 860 5525.

Yours faithfully  
  
David Pike - Director

Director  
David Pike



THE COMMON SEAL OF )  
FROGMORE DEVELOPMENTS LIMITED )  
was hereunto affixed in the )  
presence of: )



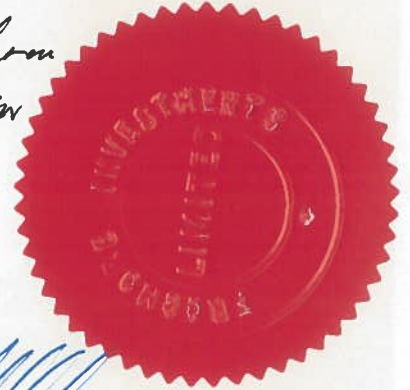
Authorised Signatory

X *[Signature]*  
Director

Authorised Signatory

X *[Signature]*  
Director

THE COMMON SEAL OF )  
FROGMORE INVESTMENTS LIMITED )  
was hereunto affixed in the )  
presence of: )



Authorised Signatory

X *[Signature]*  
Director

Authorised Signatory

X *[Signature]*  
Director

THE COMMON SEAL OF THE )  
LONDON BOROUGH OF CAMDEN )  
was hereunto affixed by )  
Order of:- )

*[Signature]*  
Duty Authorising officer  
for Borough Solicitor



**DATED** 8<sup>th</sup> February 1996

**FROGMORE DEVELOPMENTS LIMITED**

- and -

**FROGMORE INVESTMENTS LIMITED**

- and -

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

---

**A G R E E M E N T**  
under S106 Town and Country Planning  
Act 1990  
Relating to land known as 90-23  
High Holborn, 19-23 Eagle Street  
London and 21-23 Red Lion Street

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