(1) SHAFTESBURY COVENT GARDEN LIMITED

and

(2) LLOYDS BANK PLC

and

(3) NEAL'S YARD (NATURAL REMEDIES) LIMITED

and

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

A G R E E M E N T relating to land known as

2 (West) Neal's Yard, London, WC2H 9DP and 2 (East) Neal's Yard, London, WC2H 9DP

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

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

Tel: 020 7974 5647 Fax: 020 7974 1920

CLS/PK/1798.2 (third final amended 29 Jan 2018)

9th day of August

2018

BETWEEN:

- SHAFTESBURY COVENT GARDEN LIMITED (registered under company number 1. 03154145) whose registered office is at 22 Ganton Street, Carnaby, London, W1F 7FD (hereinafter called "the Freeholder") of the first part;
- LLOYDS BANK PLC (registered under company number 2065) whose registered 2. office is at 25 Gresham Street, London EC2V 7HN (hereinafter called "the Mortgagee") of the second part;
- NEAL'S YARD (NATURAL REMEDIES) LIMITED (registered under company 3. number 01597194) whose registered office is Peacemarsh, Gillingham, Dorset, SP8 4EU (hereinafter called "the Leaseholder") of the third part; and
- 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 1.

- The Freeholder is registered at the Land Registry as the freehold proprietor with title 1.1 absolute of the First Property and the Second Property both under title number NGL69518.
- The Leaseholder is registered at the Land Registry as the leasehold proprietor with 1.2 title absolute of the Second Property under title number NGL964326.
- The Freeholder is interested in the First Property and the Second Property for the 1.3 purposes of Section 106 of Act and the Leaseholder is interested in the Second Property for the purposes of Section 106 of the Act.

- 1.4 The First Planning Application for the First Development of the First Property was submitted to the Council and validated by the Council on 8th August 2016 and the Council resolved to grant planning permission conditionally under reference number 2016/4378/P subject to conclusion of this Agreement.
- 1.5 The Second Planning Application for the Second Development of the Second Property was submitted to the Council and validated by the Council on 8th August 2016 and the Council resolved to grant planning permission conditionally under reference number 2016/4377/P subject to conclusion of this Agreement.
- The Council is the local planning authority for the purposes of the Act for the area in which the First Property and the Second Property are situated and considers it expedient in the interests of the proper planning of its area that the development of the First Property and the Second Property should be restricted or regulated in accordance with this Agreement.
- 1.7 For that purpose the Freeholder and Leaseholder are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under the legal charge dated 5th August 2009 and the legal charge dated 27th February 2014 both registered under title number NGL69518 in respect of the First Property and the Second Property is willing to enter into this Agreement to give its consent to the same.

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 "this Agreement" this planning obligation made pursuant to Section 106 of the Act:

2.3 "Completion"

that the material change of use permitted by the First Planning Permission and/or the Second Planning Permission (as appropriate) has as a matter of fact occurred and "Complete" shall be construed accordingly;

2.4 "the First Development"

in respect of the First Property the change of use of the ground floor from retail (Class A1) to hot food takeaway (Class A5) use as shown on drawing numbers 23252-05; 23252-06; OS Extract; Planning Statement dated 05/08/16;

2.5 "the First Development Implementation Date"

the date of the change of use from retail (Class A1) to hot food takeaway (Class A5) and references to "Implementation" and "Implement" shall be construed accordingly;

2.6 "the First Planning Application"

a planning application in respect of the First Development of the First Property submitted to the Council and validated on 8th August 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4378/P subject to conclusion of this Agreement;

2.7 "the First Planning Permission"

a planning permission granted for the First Development substantially in the draft form at the First Schedule annexed hereto;

2.8 "the First Property"

the ground floor of the land known as 2 (West) Neal's Yard, London, WC2H 9DP the same as shown edged red on Plan 1;

2.9	"Occupation Date"	the first date when any part of the First Development or the Second Development is occupied for the purposes of the First Planning Permission or the Second Planning Permission save for the purposes of marketing and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly;
2.10	"the Parties"	the Council, the Freeholder, the Leaseholder and the Mortgagee;
2.11	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof;
2.12	"Plan 1"	the plan at the First Schedule annexed hereto showing the First Property;
2.13	"Plan 2"	the plan at the Second Schedule annexed hereto showing the Second Property;
2.14	"the Second Development"	in respect of the Second Property the change of use of the ground floor from hot food takeaway

(Class A5) to retail (Class A1) use as shown on drawing numbers 23252-01 A; 23252-02 A; OS Extract; Planning Statement dated 05/08/16;

2.15 "the Second Development Implementation Date"

the date of the change of use from hot food takeaway (Class A5) to retail (Class A1) and

references to "Implementation" and "Implement" shall be construed accordingly;

2.16 "the Second Planning Application"

a planning application in respect of the Second Development of the Second Property submitted to the Council and validated on 8th August 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/4377/P subject to conclusion of this Agreement;

2.17 "the Second Planning Permission

a planning permission granted for the Second Development substantially in the draft form at the Second Schedule annexed hereto;

2.18 "the Second Property"

the ground floor of the land known as 2 (East) Neal's Yard, London, WC2H 9DP the same as shown edged red on Plan 2.

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 Freeholder and the Leaseholder as provided herein and against any person deriving title to any part of the First Property and/or the Second Property from the Freeholder and/or Leaseholder (as applicable) 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 includes 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 6, 7, 8 and 9 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 Freeholder and Leaseholder upon the earlier of the First Development Implementation Date and the Second Development Implementation Date.
- 3.6 The Council hereby agrees to grant the First Planning Permission and the Second Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Where any consent approval acknowledgement or expression of satisfaction is required from any of the Parties pursuant to the provisions of this Agreement such consent approval acknowledgement or expression of satisfaction will not be unreasonably withheld or delayed.
- 3.9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the First Property or Second Property in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Secretary of State or any other competent authority.

4. OBLIGATIONS OF THE FREEHOLDER

The Freeholder hereby covenants with the Council as follows:-

4.1 USE SWAP

- 4.1.1 To notify the Council in writing on or before the Second Development Implementation Date.
- 4.1.2 To Complete the Second Development in accordance with the Second Planning Permission within eighteen (18) calendar months of the Second Development Implementation Date.

4.1.3 Not to Occupy or permit Occupation of the First Property for the purposes of the First Development at any time while the Second Property is being occupied and traded as a hot food takeaway (Class A5) use.

5. OBLIGATIONS OF THE LEASEHOLDER

The Leaseholder hereby covenants with the Council not to use the Second Property for Class A5 (hot food takeaway) use unless otherwise agreed in writing with the Council.

ogan Lovells Interroctional LLP

NOTICE TO THE COUNCIL/OTHER MATTERS Within seven days following the Occupation Date the Freeholder shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning references 2016/4378/P and 2016/4377/P the date upon which the First Development and the Second Development will be ready for Occupation.

The Freeholder and the Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the Freeholder shall comply with any reasonable requests of the Council to have access to any part of the First Property and/or the Second Property or any requests to provide documentation within the Freeholder's possession (at the Freeholder's expense) for the purposes of monitoring compliance with the obligations contained herein.

6.3 The Leaseholder and the Council shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligation contained in clause 5.1 and the Leaseholder shall comply with any reasonable requests of the Council to have access to any part of the Second Property or any requests to provide

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documentation within the Leaseholder's possession (at the Leaseholder's expense) for the purposes of monitoring compliance with the obligation contained in clause 5.1.

The Freeholder and the Leaseholder severally agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein so far as these are imposed on that party and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Freeholder and/or the Leaseholder (as applicable) 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.

7. IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-

- 7.1 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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference numbers 2016/4378/P and 2016/4377/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.
- 7.2 This Agreement shall be registered as a Local Land Charge by the Council pursuant to the provisions of the Local Land Charges Act 1975.
- 7.3 The Freeholder 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.
- 7.4 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.

- 7.5 Neither the Freeholder, the Leaseholder nor the Mortgagee 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 First Property and/or the Second Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.6 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.
- 7.7 If the First Planning Permission and/or the Second Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time before the commencement of the First Development and/or the Second Development this Agreement shall forthwith determine and cease to have effect.

8. MORTGAGEE EXEMPTION

- The Mortgagee hereby consents to the Freeholder entering into this Agreement and agrees that the security of its legal charges over the First Property and the Second Property respectively shall take effect subject to this Agreement and that the First Property and the Second Property shall be bound by the obligations in this Agreement.
- 8.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against the Mortgagee (or any mortgagee or chargee of the whole or any part of the First Property and or the Second Property) unless the Mortgagee (or any mortgagee or chargee) takes possession of the First Property and or the Second

Property as a mortgagee in possession in which case it will be bound by the obligations as if it were a person deriving title from the Freeholder.

9. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement (save for the avoidance of doubt for successors in title or assignees of the Mortgagee, the Freeholder or the Leaseholder) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.

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

SHAFTESBURY COVENT GARDEN LIMITED)	
in the presence of:	,	
acting by a Director and its Secretary)	
or by two Directors	/	
or by two birectors	,	
(SA +0.00)	* *	
Director		
. /		
Director/Secretary		
,		
EXECUTED AS A DEED BY)	
LLOYD'S BANK PLC)	,	
acting by a Director and its Secretary)	
or by two Directors)	
Director Name: (CAPITALS)	1	
>	< <	
Director Signature:)	
	•	
Director/Secretary Name (CAPITALS))	
Director/Secretary Signature:)	*************************

EXECUTED AS A DEED BY NEAL'S YARD (NATURAL REMEDIES) LIMITED))
acting by a Director and its Secretary or by two Directors	}
Director Name: (CAPITALS)) ACEX DEACH
Director Signature:	
Director/Secretary Name (CAPITALS)) ELIZABETH YORK
Director/Secretary Signature:) Er
THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN was hereunto Affixed by Order:-	
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Authorised Signatory	The second second
Signed as a deed by	Tate Director) Andrea Fordyce
As attorney for	TOTE THECTOL)
LLOYDS BANK PLC	
in the presence of:	
Name:	
JUNO ORMISTON	
Address;	
Lloyds Bank plc 1st Floor, 10 Gresham Stre	et
London FC2V 7AF	

THE FIRST SCHEDULE

DRAFT FIRST PLANNING PERMISSION and

PLAN 1 - THE FIRST PROPERTY



Regeneration and Planning Development Management London Borough of Camden Town Hall Judd Street London WC1H 9JE

Tel 020 7974 4444

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

Rolfe Judd Planning Old Church Court Claylands Road Oval London SW8 1NZ

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Application Ref: 2016/4378/P

30 January 2018

Dear Sir/Madam

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:

2 (West) Neal's Yard London WC2H 9DP

Proposal:

Change of use of the ground floor from retail (Class A1) to hot food takeaway (Class A5) use.

Drawing Nos: 23252-05; 23252-06; OS Extract; Planning Statement dated 05/08/16.

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):

- 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).
- The development hereby permitted shall be carried out in accordance with the following approved plans: 23252-05; 23252-06; OS Extract; Planning Statement dated 05/08/16.
 - Reason: For the avoidance of doubt and in the interest of proper planning.
- The use of the premises hereby permitted shall not be carried out outside the following times 08:00 to 22:30 Mondays to Saturdays and 9.30 to 22:00 on Sundays and Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

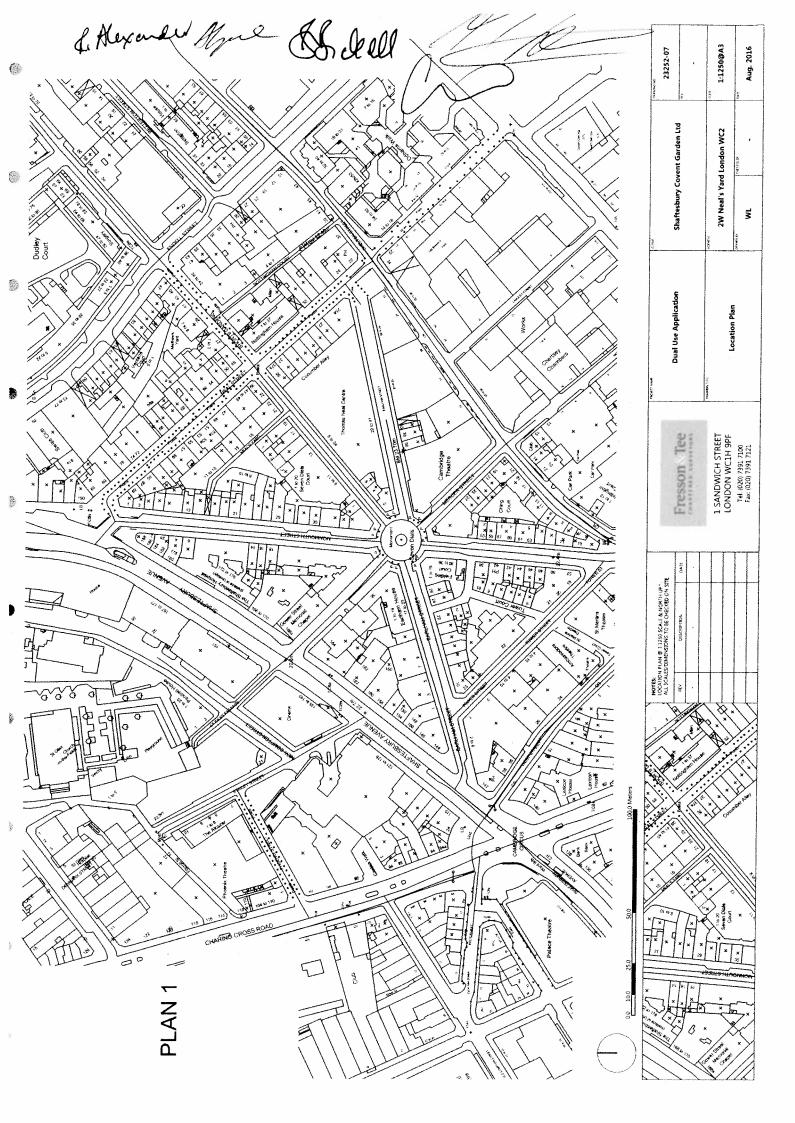
- Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. website 7974 4444 on the 020 No. http://www.camden.gov.uk/ccm/content/contacts/councilcontacts/environment/contact-the-environmental-health-team.en or approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

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

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DEGISION



THE SECOND SCHEDULE

DRAFT SECOND PLANNING PERMISSION and

PLAN 2 - THE SECOND PROPERTY





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

Tel 020 7974 4444

WC1H9JE

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

Rolfe Judd Planning Old Church Court Claylands Road Oval London SW8 1NZ

(

Application Ref: 2016/4377/P

30 January 2018

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Town and Country Planning Act 1990 (as amended)

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Drawing Nos: 23252-01 A; 23252-02 A; OS Extract; Planning Statement dated 05/08/16.

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**.

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Informative(s):

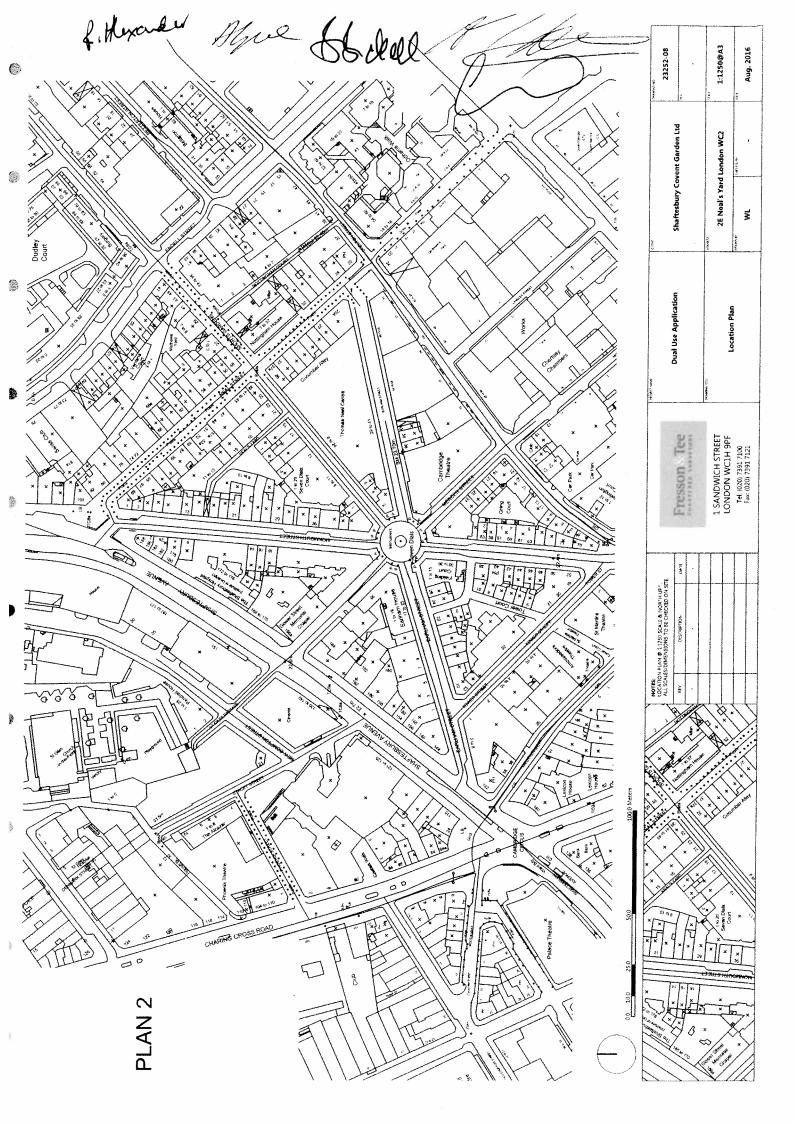
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In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

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(1) SHAFTESBURY COVENT GARDEN LIMITED

and

(2) LLOYDS BANK PLC

and

(3) NEAL'S YARD (NATURAL REMEDIES) LIMITED

and

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

AGREEMENT relating to land known as

2 (West) Neal's Yard, London, WC2H 9DP 2 (East) Neal's Yard, London, WC2H 9DP

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

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

> > Tel: 020 7974 5647 Fax: 020 7974 1920

CLS/PK/1798.2 (third final amended 29 Jan 2018)