

DATED

24 February

2015

(1) RAINGATE LIMITED

and

Berlin HYP AG (formerly known as by  
(2) BERLIN-HANNOVERISCHE HYPOTHEKENBANK AG)

and

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

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**DEED OF VARIATION**

Relating to the Agreement dated 10 September 2013  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Raingate Limited and Berlin-Hannoverische Hypothekenbank AG)  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**79-86 Chancery Lane**  
**London**  
**WC2A 1BQ**

\*Berlin HYP AG  
(formerly known  
as...)  
by

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

Tel: 020 7974 5680  
Fax: 020 7974 1920

Final 20.01.15

A. P.



THIS AGREEMENT is made on the *24* day of *February* 2015

**BETWEEN**

1. **RAINGATE LIMITED** (incorporated in the Isle of Man under company number 107820C) whose address for service in the United Kingdom is care of Yorke Property Management Limited, 20 North Audley Street, London W1K 6WE (hereinafter called "the Owner") of the first part
2. *Berlin HYP AG (formerly known as W)*  
**BERLIN-HANNOVERISCHE HYPOTHEKENBANK AG** (incorporated in Germany under company number HRB56530) whose address is Budapester Strasse 1, 10787 Berlin, Germany (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

**WHEREAS:**

- 1.1 The Council, Raingate Limited and *Berlin HYP AG (formerly known as W)* **Berlin-Hannoverische Hypothekenbank AG** entered into an Agreement dated 10 September 2013 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title numbers NGL555155, LN182480 and 326239 (part) subject to a charge to the Mortgagee.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Property is subject to the Occupational Leases listed in the Schedule annexed hereto:  
The Occupational Leases contain restrictions on the Occupational Tenants making alterations to the Property. The Owner is prepared to accept an obligation that it will not dispose of its interest in the Property to any of the Occupational Tenants (or anyone deriving title from the Occupational Tenants) nor (to the extent necessary) permit any alterations which will allow the Occupational Tenants to Implement the

*AB*

Planning Permission without in each case the Occupational Tenants concerned first entering into an agreement with the Council covenanting in identical terms of this Agreement

- 1.5 The Council is the local planning authority for the purposes of the Act and considers 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 19 September 2014 for which the Council resolved to grant permission conditionally under reference 2014/5909/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.

## 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 10 September 2014 made between the Council and Raingate Limited and Berlin-Hannoverische Hypothekenbank AG

*3 2*  
*Berlin Hyp AG (former Vha)*  
*2 a*

2.3.3 "the Original Planning Permission"

means the planning permission granted by the Council on 10 September 2014<sup>3 2</sup> referenced 2013/2159/P allowing the redevelopment of building to provide reconfigured office floorspace (Class B1) and the creation of a new office reception at ground floor level, replacement of mansard roof at fifth floor level, infill extension from first to fourth floor level, reconfigured residential floorspace (Class C3) to provide five new apartments (2 x 1 bed and 3 x 2 bed) at first floor level, together with reconfiguration of existing retail arrangement along Chichester Rents and Chancery Lane, and the creation of a new pedestrian route from Bishop's Court as shown on drawing numbers Site Location Plan (1966PL01); Existing Plans: 1966PL02 - 20; Demolition Plans: 1966PL61 - 76; Proposed Plans: 1966PL21 - 44; Extract of Drawing 1966PL22 (Rev A); Existing and Proposed Views: 1966PL51 - 57; Supporting Documents: Design and Access Statement by ORMS Architects (12 April 2013); Heritage Statement by Heritage Collective (April 2013); Statement of Community Involvement by Local Dialogue (April 2013); Sunlight and Daylight Report by GVA (April 2013); Travel Plan by URS (April 2013); Transport Statement by URS (April 2013); Acoustic Assessment 5236/AAR by URS (April 2013); Air Quality Report (28 May 2013); Sustainability Statement by URS; Energy

*A. 1/10*

Statement by URS (April 2013); Lifetime Homes Assessment by ORMS Architects (12 April 2013); Flood Risk Assessment by Watermans (April 2013); Ecology Assessment by Watermans (April 2013)

- 2.4 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 Mortgagee 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 3 (approved plans) of planning permission ref 2013/2159/P dated 10/09/2013 (as amended by planning permission 2014/3363/P) for redevelopment of building to provide reconfigured office space, commercial units and residential accommodation, namely change of use of unit 1 at basement and ground floor level from A1 use class (retail) to flexible retail/food and drink (Class A1 or A3) and associated alterations to the basement layout as shown on drawing nos Site Location Plan (1966PL01); Existing Plans:

1966PL02 - 20; Demolition Plans: 1966PL61 - 76; Proposed basement Plan: 1966PL21 Rev C; Proposed ground floor plan of drawing 1966PL22 Rev B; Proposed indicative internal extract and servicing details- (Prefix: 47063586-CL-) 101 Rev C1; 201 Rev C1; 201 Rev C1; 203 Rev C1; 206 Rev C1; 207 Rev C1; 214 Rev C1; 215 Rev C1; Existing and Proposed Views: 1966PL51 - 57; Supporting Documents: Design and Access Statement by ORMS Architects (12 April 2013); Heritage Statement by Heritage Collective (April 2013); Planning note by Farebrother dated June 2014; Statement of Community Involvement by Local Dialogue (April 2013); Sunlight and Daylight Report by GVA (April 2013); Travel Plan by URS (April 2013); Transport Statement by URS (April 2013); Acoustic Assessment 5236/AAR by URS (April 2013); Air Quality Report (28 May 2013); Sustainability Statement by URS; Energy Statement by URS (April 2013); Lifetime Homes Assessment by ORMS Architects (12 April 2013); Flood Risk Assessment by Watermans (April 2013); Ecology Assessment by Watermans (April 2013); Letter by Indigo dated 18th September 2014 (Ref: let.001.NB.SM.2167001)

3.1.2 "Planning Permission"

the planning permission under reference number 2014/5909/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 19 September 2014 by the Owner and given reference number 2014/5909/P

3.1.4 "the Sustainability Plan"

an assessment under the BREEAM/BREEAM Domestic Refurbishment achieving at least an "excellent" rating in relation to the office and residential elements of the Development and attaining at least 60% of the credits in each of the Energy and Water categories and at least 40% of the credits in the Materials category; and a "very good" rating in relation to the retail element of the Development and attaining at least 35% of the credits in the Energy category and at least 40% of the credits in each of the Water and the Materials categories"

3.2 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**

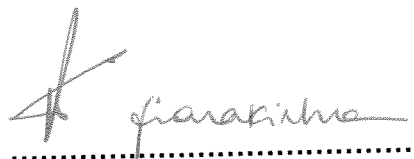
4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

5. **REGISTRATION AS LOCAL LAND CHARGE**

5.1 This Agreement shall be registered as a Local Land Charge

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

**EXECUTED AS A DEED BY**  
**RAINGATE LIMITED**  
**a company incorporated in the Isle of Man**  
**by** WILLIAM BENNETT AND FIONA KIRKHAM  
**and being persons who in accordance with**  
**the laws of that territory are acting in**  
**under the authority of the company**

  
.....



EXECUTED AS A DEED BY  
BERLIN-HANNOVERISCHE)  
HYPOTHEKENBANK AG  
acting by a Director and its Secretary  
or by two Directors

*Berlin Hyp AG (formerly known as)*

~~Director Name: (CAPITALS)~~  
Director Signature:

*A. Roth* (authorized)  
.....  
Roth

~~Director/Secretary Name (CAPITALS)~~  
Director/Secretary Signature:

*Dana Brys* (authorized)  
.....  
Dana Brys

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

)  
)  
)  
)



.....  
Duly Authorised Officer

*[Handwritten signature]*

**THE SCHEDULE**

**THE OCCUPATIONAL TENANTS under THE OCCUPATIONAL LEASES**

No	Premises	Date of Lease	Current Tenant	Parties	Title number (if any)	Term
1.	Restaurant and Bar, 84 Chancery Lane	17.08.2006	Glowstar Entertainment Ltd	1. Raingate Limited; 2. Glowstar Entertainment Limited; and 3. Pearl Investments Limited.	NGL869817	17.08.2006 to 16.08.2026
2.	Unit 17, Chichester Rents	10.09.2007	Roderick Charles Limited	1. Raingate Limited; and 2. Roderick Charles Limited.	NGL887413	21.05.2007 to 20.05.2017

Indigo Planning  
87 Chancery Lane  
London  
WC2A 1ETApplication Ref: **2014/5909/P**

29 January 2015

Dear Sir/Madam

**DRAFT**  
**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:  
**79-86 Chancery Lane**  
London  
**WC2A 1BQ**

## Proposal:

**DECISION**  
Variation of condition 3 (approved plans) of planning permission ref 2013/2159/P dated 10/09/2013 (as amended by 2014/3363/P) for redevelopment of building to provide reconfigured office space, commercial units and residential accommodation, namely change of use of unit 1 at basement and ground floor level from A1 use class (retail) to flexible retail/food and drink (Class A1 or A3) and associated alterations to the basement layout.

Drawing Nos: Site Location Plan (1966PL01); Existing Plans: 1966PL02 - 20; Demolition Plans: 1966PL61 - 76; Proposed basement Plan: 1966PL21 Rev C; Proposed ground floor plan of drawing 1966PL22 Rev B; Proposed indicative internal extract and servicing details- (Prefix: 47063586-CL-) 101 Rev C1; 201 Rev C1; 201 Rev C1; 203 Rev C1; 206 Rev C1; 207 Rev C1; 214 Rev C1; 215 Rev C1; Existing and Proposed Views: 1966PL51 - 57; Supporting Documents: Design and Access Statement by ORMS Architects (12 April 2013); Heritage Statement by Heritage Collective (April 2013); Planning note by Farebrother dated June 2014; Statement of Community Involvement by Local Dialogue (April 2013); Sunlight and Daylight Report by GVA (April 2013); Travel Plan by URS (April 2013); Transport Statement by URS (April 2013); Acoustic Assessment 5236/AAR by URS (April 2013); Air Quality Report (28 May 2013); Sustainability Statement by URS; Energy Statement by URS (April 2013); Lifetime Homes Assessment by ORMS Architects (12 April 2013); Flood Risk Assessment by Watermans (April 2013); Ecology Assessment by Watermans (April 2013); Letter by Indigo dated 18th September 2014 (Ref:

let.001.NB.SM.2167001)

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):

- 1 For the purposes of this decision, condition no. 3 of planning permission dated 10/09/2013 ref 203/2159/P (As amended by planning application ref: 2014/3363/P) shall be replaced with the following condition:

#### REPLACEMENT CONDITION 3

The development hereby permitted shall be carried out in accordance with the following approved plans- Site Location Plan (1966PL01); Existing Plans: 1966PL02 - 20; Demolition Plans: 1966PL61 - 76; Proposed basement Plan: 1966PL21 Rev C; Proposed ground floor plan of drawing 1966PL22 Rev B; Proposed indicative internal extract and servicing details- (Prefix: 47063586-CL-) 101 Rev C1; 201 Rev C1; 201 Rev C1; 203 Rev C1; 206 Rev C1; 207 Rev C1; 214 Rev C1; 215 Rev C1; Existing and Proposed Views: 1966PL51 - 57; Supporting Documents: Design and Access Statement by ORMS Architects (12 April 2013); Heritage Statement by Heritage Collective (April 2013); Planning note by Farebrother dated June 2014; Statement of Community Involvement by Local Dialogue (April 2013); Sunlight and Daylight Report by GVA (April 2013); Travel Plan by URS (April 2013); Transport Statement by URS (April 2013); Acoustic Assessment 5236/AAR by URS (April 2013); Air Quality Report (28 May 2013); Sustainability Statement by URS; Energy Statement by URS (April 2013); Lifetime Homes Assessment by ORMS Architects (12 April 2013); Flood Risk Assessment by Watermans (April 2013); Ecology Assessment by Watermans (April 2013); Letter by Indigo dated 18th September 2014 (Ref: let.001.NB.SM.2167001)

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

- 2 In the event that the A3 restaurant use is implemented, the use hereby permitted shall not be carried out outside the following times 08:00hrs to 24:00 hrs Mondays to Saturdays and 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):

- 1 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).
- 2 You are advised that condition 2 means that no customers shall be on the premises and no noise generating activities associated with the use, including preparation and clearing up, shall be carried out otherwise than within the permitted time.

**DRAFT**  
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

**DECISION**





DATED

24 February

2015

(1) RAINGATE LIMITED

and

Berlin HYP AG (formerly known as)  
(2) BERLIN-HANNOVERISCHE HYPOTHEKENBANK AG

and

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

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**DEED OF VARIATION**

Relating to the Agreement dated 10 September 2013  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Raingate Limited and Berlin-Hannoverische Hypothekenbank AG) s.a. y  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**79-86 Chancery Lane**  
**London**  
**WC2A 1BQ**

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Final 20.01.15

AKB