

DATED

2ND JUNE

2023

**(1) ST PANCRAS WAY TRUSTEE 1 LIMITED and
ST PANCRAS WAY TRUSTEE 2 LIMITED**

and

**(2) ST PANCRAS WAY TRUSTEE 1 LIMITED and
ST PANCRAS WAY TRUSTEE 2 LIMITED**

and

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

SECOND DEED OF VARIATION

relating to
(i) the Agreement dated 17 March 2020 as varied by the Deed of Variation dated 7 November 2022; and

(ii) the Agreement dated 7 November 2022

under sections 106 and 106A of the Town and Country Planning Act 1990 (as amended)

relating to development at premises known as
2-6 ST PANCRAS WAY LONDON NW1 0TB

Andrew Maughan
Borough Solicitor
London Borough of Camden
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CLS/JL/ 1800.785
DoV v 1

THIS DEED is made on the 2nd day of June 2023

BETWEEN

- A. **ST PANCRAS WAY TRUSTEE 1 LIMITED and ST PANCRAS WAY TRUSTEE 2 LIMITED** of Third Floor, Liberation House, Castle Street, St Helier, Jersey JE1 1BL acting in their capacity as trustees of the unit trust known as St Pancras Way Block A Unit Trust (hereinafter called "the First Freeholder") of the first part
- B. **ST PANCRAS WAY TRUSTEE 1 LIMITED and ST PANCRAS WAY TRUSTEE 2 LIMITED** of Third Floor, Liberation House, Castle Street, St Helier, Jersey JE1 1BL acting in their capacity as trustees of the unit trust known as St Pancras Way Block C Unit Trust (hereinafter called "the Second Freeholder") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the ~~fourth~~ ^{third} part

(LBC) **WHEREAS:**

- 1.1 The Council the First Freeholder the Second Freeholder Big Lobster Limited the First Mortgagee and Barclays Bank PLC entered into an agreement dated 17 March 2020 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in respect of the Original Permission.
- 1.1 The Council the First Freeholder the Second Freeholder and the First Mortgagee entered into the Plot A Section 73 Deed of Variation on 7 November 2022 in respect of the Plot A Section 73 Permission.
- 1.2 The Council the First Freeholder the Second Freeholder and the First Mortgagee entered into an agreement dated 7 November 2022 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in respect of the Plots B and C Permission.
- 1.3 The Owner implemented the Original Planning Permission by carrying out works on Plot A and has complied with those obligations contained in the Original Agreement and the Plots B and C Agreement as set out in the Schedule to this Deed.

- 1.3. The First Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of Plot A forming part of the Property under Title Number NGL957312.
- 1.4. The Second Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of Plot C forming part of the Property under Title Number NGL957315 and since the Section 106 agreement referred to in recital 1.1 was entered into has acquired the freehold interest in Plot B forming part of the Property under Title Number NGL956866 with title absolute.
- 1.5. The First Freeholder and the Second Freeholder are the freehold owners of the Property and are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter all be referred to together as "the Owner".
- 1.6. 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 Deed.
- 1.7. The Owner wishes to vary the terms of the Original Agreement and the Plots B and C Agreement relating to the date of submission of the Detailed Basement Construction Plan and Basement Approval in Principle Application as defined in those agreements.
- 1.8. This Deed is made by virtue of the Town and Country Planning Act 1990 Section 106A (as amended) and is a planning obligation for the purposes of that section.
- 1.9. Without prejudice to the terms of the other covenants contained in the Original Agreement and the Plots B and C Agreement the parties hereto have agreed to vary the terms of the Original Agreement and the Plots B and C Agreement as hereinafter provided.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement and/or the Plots B and C Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Original Agreement and the Plots B and C Agreement shall remain in full force and effect save as varied by this Deed.

- 2.2 All reference in this Deed to clauses in the Original Agreement and the Plots B and C Agreement are to clauses within the Original Agreement and the Plots B and C Agreement.
- 2.3 Where in this Deed 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 Deed.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not effect the construction of this Deed.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.6 References in this Deed to the Owner shall include their successors in title.
- 2.7 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.7.1	"this Deed"	this Deed of Variation made pursuant to Section 106A of the Act
2.7.2	"the Original Agreement"	the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 17 March 2020 made between the Council and the First Freeholder the Second Freeholder Big Lobster Limited the First Mortgagee and Barclays Bank PLC as varied by the Plot A Section 73 Deed of Variation
2.7.3	"the Plot A Section 73 Deed of Variation"	the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 7 November 2022 made between the Council and the First Freeholder the Second Freeholder and the First Mortgagee

2.7.4	"the Original Planning Permission"	means the planning permission granted by the Council on 17 March 2021 referenced 2017/5497/P.
2.7.5	"Plot A Section 73 Permission"	means the planning permission granted pursuant to section 73 of the Act on 7 November 2022 referenced 2021/1239/P
2.7.6	"the Plots B and C Agreement"	the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 7 November 2022 made between the Council and the First Freeholder the Second Freeholder and the First Mortgagee
2.7.7	"the Plots B and C Permission"	means the planning permission granted by the Council on 7 November 2022 referenced 2021/2671/P

3. VARIATION TO THE EXISTING AGREEMENT

- 3.1 Paragraph 4.1 and 4.2 of Schedule 4 of the Original Agreement and the Plots B and C Agreement shall be deleted and replaced with the following paragraphs:-

4.1 On or prior to below ground works of each Plot to provide the Council for its approval the Detailed Basement Construction Plan in relation to that Plot.

4.2 Not to commence nor allow commencement of below ground works of any Plot until the Council has approved the Detailed Basement Construction Plan for that Plot as demonstrated by written notice to that effect.

- 3.2 Paragraph 1.1 and 1.2 of Schedule 8 of the Original Agreement and the Plots B and C Agreement shall be deleted and replaced with the following paragraphs:-

1.1 On or prior to below ground works of each Plot to:

- a) submit the Basement Approval in Principle Application for that Plot to the Council for approval; and

- b) pay to the Council the Basement Approval in Principle Contribution for that Plot.

1.2 Not to commence nor allow commencement of below ground works of any Plot until such time as:

- a) the Council has approved the Basement Approval in Principle Application for that Plot as demonstrated by written notice to that effect; and
- b) the Council has received the Basement Approval in Principle Contribution for that Plot in full.

3.3 The Owner and the Council agree that at the date hereof the Owner has complied with the obligations in the Original Agreement and the Plots B and C Agreement as set out in the Schedule to this Deed. The Schedule to this Deed shall replace the Second Schedule annexed to the Plot A Section 73 Deed of Variation and shall replace Schedule 16 of the the Plots B and C Agreement.

3.4 In all other respects the Original Agreement and the Plots B and C Agreement (as varied by this Deed) shall continue in full force and effect.

4. COMMENCEMENT

4.1 The provisions in this Deed shall take effect on the date hereof.

5. PAYMENT OF THE COUNCIL'S LEGAL COSTS

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

6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed shall be registered as a Local Land Charge.

7. JOINT AND SEVERAL LIABILITY

7.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

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

SIGNED as a deed on behalf of
ST PANCRAS WAY TRUSTEE 1 LIMITED, a company incorporated in the Bailiwick of Jersey, in its capacity as trustee of St Pancras Way Block A Unit Trust by:

Signed: 

Print name:

and

Signed: 

Print name: Richard Urban

Richard Urban

being persons who, in accordance with the laws of that territory are acting under the authority of the company

SIGNED as a deed on behalf of
ST PANCRAS WAY TRUSTEE 2 LIMITED, a company incorporated in the Bailiwick of Jersey, in its capacity as trustee of St Pancras Way Block A Unit Trust by:

Signed: 

Print name:

and

Signed: 

Print name: Richard Urban

Richard Urban

being persons who, in accordance with the laws of that territory are acting under the authority of the company

SIGNED as a deed on behalf of
ST PANCRAS WAY TRUSTEE 1
LIMITED, a company incorporated
in the Bailiwick of Jersey, in its capacity
as trustee of St Pancras Way Block C
Unit Trust by:

Tara Duncan

and

Richard Urban

being persons who, in accordance with
the laws of that territory are acting under
the authority of the company

Signed: 

Print name: *Tara Duncan*

Signed: 

Print name: Richard Urban

SIGNED as a deed on behalf of
ST PANCRAS WAY TRUSTEE 2
LIMITED, a company incorporated
in the Bailiwick of Jersey, in its capacity
as trustee of St Pancras Way Block C
Unit Trust by:

Tara Duncan

and

Richard Urban

being persons who, in accordance with
the laws of that territory are acting under
the authority of the company

Signed: 

Print name: *Tara Duncan*

Signed: 

Print name: Richard Urban

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



.....
Authorised Signatory

The Schedule

The following contributions have been paid pursuant to the Original Agreement (using the same defined terms as the Original Agreement)

- 1) Affordable Housing Contribution;
- 2) Demolition Management Plan Contribution for Plot A;
- 3) Construction Management Plan Contribution for Plot A;
- 4) Employment and Training Contribution;
- 5) Construction Apprentice Support Contribution for Plot A;
- 6) Carbon Offset Contribution for Plot A;
- 7) Canal Project Contribution;
- 8) Basement Approval in Principle Contribution for Plot A;
- 9) Canal Bridge Contribution;
- 10) Highways Contribution;
- 11) Legible London Contribution
- 12) Pedestrian Cyclist and Environmental Improvement Contribution.

The following plans have been approved by the Council pursuant to the Existing Agreement (using the same defined terms as the Existing Agreement)

- 1) Demolition Management Plan for Plot A;
- 2) Construction Management Plan for Plot A;
- 3) Detailed Basement Construction Plan for Plot A;
- 4) Employment and Training Plan for Plot A;
- 5) Energy Efficiency and Renewable Energy Plan for Plot A;
- 6) Basement Approval in Principle Application for Plot A;
- 7) Level Plans for Plot A.
- 8) Demolition Management Plan for Plots B and C
- 9) Phasing Plan for Plots B and C
- 10) Level Plans for Plots B and C
- 11) Employment and Training Plan for Plots B and C
- 12) Local Employment for Plots B and C

It has been agreed between the Owner and the Council that the Affordable Workspace will be delivered in Plot C, but the Owner may look to bring it forward in an earlier Plot.

It has further been agreed between the Owner and the Council that the Charity Workspace Plan can be submitted for approval prior to the Occupation of Plot A.