

DATED

11 April

2025

(1) LONDON AND CONTINENTAL RAILWAYS LIMITED

-and-

**(2) MACE LIMITED AND DRAGADOS SA
(TRADING AS MACE DRAGADOS JV)**

-and-

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

FIRST DEED OF VARIATION

Relating to the Agreement dated 13 December 2021
Between the Mayor and the Burgesses of the
London Borough of Camden,
London and Continental Railways Limited and High Speed 2 (HS2) Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as

**PART OF STARCROSS YARD
2-10 NORTH GOWER STREET LONDON NW1 2LY**

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

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CLS/COM/LMM/1800.2734
DoV FINAL 27.02.25

THIS DEED is made on the 11th day of April 2025

BETWEEN

- A. **LONDON AND CONTINENTAL RAILWAYS LIMITED** (Co. Regn. No. 2966054) whose registered office is at 20 Cranbourn Street, 2nd Floor, London WC2H 7AA (hereinafter called "the Freeholder") of the first part
- B. **MACE LIMITED** (incorporated and registered in England and Wales under company registration number 2410626) the registered office of which is at 155 Moorgate London EC2M 6XB and **DRAGADOS S.A.** (incorporated and registered in Spain with number FC030098), the registered office of which is at 50 Avd. Camio De Santiago, Madrid 28050 and whose registered UK establishment office is at Regina House, 2nd Floor, 1-5 Queen Street, London, EC4N 1SW and UK establishment number is BR015092 (both tenant entities together trading as "Mace Dragados JV") (hereinafter called "the Leaseholder") 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 third part

WHEREAS:

- 1.1 The Council London and Continental Railways Limited and High Speed Two (HS2) Limited entered into an Agreement dated 13 December 2021 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Freeholder is registered at the Land Registry as the joint freehold proprietor with Title Absolute under title number NGL849466.
- 1.3 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Leaseholder is entitled to be registered at the Land Registry as the leasehold proprietor with Title Absolute under the Lease between the Owner and the Leaseholder dated 11 July 2023.
- 1.5 The Freeholder and the Leaseholder shall jointly be referred to 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 A s73 Planning Permission in respect of the Property to amend the Development was submitted to the Council and validated on for which the Council granted permission under reference 2023/2485/P on 17 October 2023.
- 1.8 A Non-Material Amendment application in respect of the School Property to amend the Second Development was submitted to the Council by the Leaseholder and validated on 29 September 2023 for which the Council granted permission under reference 2023/4110/P.
- 1.9 A 2023 Planning Application in respect of the School Property was submitted to the Council by the Owner and validated on 01 November 2023 for which the Council resolved to grant permission conditionally under reference 2023/4684/P subject to the conclusion of this Deed.
- 1.10 The Parties have agreed that obligations relating to the provision of apprentices in the Second Development will be consolidated into the obligations contained in the Existing Agreement for the Development and shall be secured by this Deed.
- 1.11 This Deed of Variation 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.
- 1.12 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 This Deed is made in pursuance of Section 106A of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and the Owner enters into this Agreement to bind its interest in the Property with the intent that this Agreement shall be enforceable by the Council against the

Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers PROVIDED HOWEVER that the Council shall not be bound by the obligations of the Owner in this Agreement insofar as the Council is the joint freehold owner of the Property and sub-leaseholder of part of the Property the obligations of the Owner contained herein will only be bound to the joint freehold proprietor and any proprietor deriving title to the freehold of the Property from the Owner and the Council and any subsequent derivatives of title thereafter

- 2.2 All words and phrases defined in the Existing Agreement shall have the same meaning in this Deed 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 Deed.
- 2.3 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.4 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 Agreement.
- 2.5 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 Agreement and shall not effect the construction of this Deed.
- 2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.7 References in this Deed to the Owner and Mortgagee shall include their successors in title.
- 2.8 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.8.1 "Deed"

this Deed of Variation made pursuant to Section 106A of the Act

2.8.3 "Existing Agreement"

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 13 December 2021 made between the Council London and Continental Railways Limited and High Speed Two (HS2) Limited.

3. **VARIATION TO THE EXISTING AGREEMENT**

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

2.14 "the Development"

erection of a six-storey combined Construction Skills Centre (Use Class F1) and HS2 Site Accommodation (Use Class (E) as temporary meanwhile uses to facilitate the construction of HS2 Euston Station as shown on drawing numbers:- 1CP01-MDS_FBM-AR-DGA-SS08_SL23-F3-000001 C02, 1CP01-MDS_FBM-AR-DGA-SS08_SL23-F2-000001 C02, 1CP01-MDS_FBMAR-DGA-SS08_SL23-F1-000001 C02, 1CP01-MDS_FBM-AR-DEL-SS08_SL23000003 C02, 1CP01-MDS_FBM-AR-DEL-SS08_SL23000002 C02, 1CP01-MDS_FBM-AR-DEL-SS08_SL23-000001 C02, 1CP01-MDS_FBM-ARDSE-SS08_SL23-000006 C01, 1CP01-MDS_FBM-AR-DSE-SS08_SL23-000005 C01, 1CP01-MDS_FBM-AR-DSE-SS08_SL23-000004 C01, 1CP01-MDS_FBM-AR-DSE-SS08_SL23-000003 C01, 1CP01-MDS_FBM-AR-DSE-SS08_SL23-000002 C01, 1CP01-MDS_FBM-AR-DSE-SS08_SL23-GF-000001 C01, 1CP01-MDS_FBM-AR-DGA-SS08_SL23-F6-000001 C01, 1CP01-MDS_FBM-AR-DGASS08 SL23-F5-000006 C01, 1CP01-MDS_FBM-AR-DGA-SS08_SL23-F4-000001 C01, 1CP01-MDS_FBM-AR-DGA-SS08_SL23-F3-000001 C01, 1CP01-

MDS_FBM-AR-DGA-SS08_SL23-F2-000001
 C01, 1CP01-MDS_FBM-AR-DGASS08_SL23-
 F1-000001 C01, 1CP01-MDS_FBM-AR-DEL-
 SS08_SL23-000005 C01, 1CP01-MDS_FBM-
 AR-DEL-SS08_SL23-000004 C01, 1CP01-
 MDS_FBMAR-DDE-SS08_SL23-000019 C01,
 1CP01-MDS_FBM-AR-DDE-SS08_SL23-
 0000119 C01, 1CP01-MDS_FBM-AR-DDE-
 SS08_SL23-000017 C01, 1CP01-MDS_FBM-
 AR-DSP-SS08_SL23-GF-000004 C01, 1CP01-
 MDS_FBM-AR-DSPSS08_SL23-GF-000005
 C01, 1CP01-MDS_FBM-AR-DSP-SS08_SL23-
 GF-000002 C01 and as shown on Background
 Papers and Supporting Documents: Site
 Contamination Report (Parts 1-5) Rev C01,
 Acoustic Assessment Report Rev C01, Air
 Quality Report August 2021, Deliveries and
 Servicing Management Plan August 2021, Public
 Engagement Report August 2021, Transport
 Assessment Rev C01, Travel Plan August 2021,
 Cover Letter 04/08/2021, Planning Statement
 August 2021, Design and Access Statement
 (parts 1-8) Rev: C01, Landscape Report August
 2021, Fire Statement August 2021, External
 Lighting Statement August 2021, Sustainability
 Statement August 2021, Energy Statement
 August 2021 and Flood Risk Assessment as
 amended by the s73 Planning Permission

2.46 "the Travel Plan"

a plan setting out a package of measures to be
 adopted by the Owner in the management of the
 Development with a view to inter alia reducing
 trips in motor vehicles to and from the Property
 and promoting the use of environmentally
 friendly transport incorporating (but not limited
 to) the following:-

- (a) the elements set out in the Third Schedule hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) above for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (e) details of the proposed location (and proposed re-location as the case may be) for the 98 long and short stay spaces for the Site Accommodation forming part of the Development and the details of the phasing of the construction activities within the HS2 construction site adjoining the Property that necessitate the change in location of the 98 long and short stay spaces;
- (f) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise

the Council of direct contact details and any subsequent changes in the post; and

- (g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

3.2 The following definitions shall be added to the Existing Agreement:-

3.2.1 "the 2023 Planning Application"

the application for planning permission in relation to the Second Development referenced 2023/4684/P allowing the variation of condition 3 (approved drawings) and condition 9 (surface water run-off) of planning permission 2019/3091/P granted 15 October 2021 (as amended by the Non-Material Amendment) for redevelopment of the site to include change of use of former school building to office use with associated external alterations and multi-use community facilities; erection of a two storey Construction Skills Centre and provision of public open space together with alterations to existing access arrangements, all as meanwhile uses for a period of 10 years'; alterations include roller shutter to multi-use hall entrance on North Gower Street, change of cladding to lift shaft and increase in height of plant screen on north elevation, removal of proposed stair enclosure to south elevation, and alteration to submission trigger (condition 9) as shown on drawing numbers:- 1044-P-0001, 1044-P-0002, 1044-P-0003, 1044-P-0004, 1044-P-0005, 1044-P-0006, 1044-P-0007, 1044-P-0008, 1044-P-0009, 1044-P-0010, 1044-P-0011, 1044-P-0300, 1044-P-0301, 1044-P-0302,

1044-P-0303, 1044-P-1000, Proposed Ground floor 1CP01-MDS_SQD-DS-DPL-SS08_SL23_GF-000001 RevP01, Proposed 1st floor 1CP01-MDS_SQD-DS-DPL-SS08_SL23_F1-000001 revP01, Proposed 2nd floor 1CP01-MDS_SQD-DS-DPL-SS08_SL23_F2-000001 RevP0, 1044-P-1013, 1044-P-1015, 1044-P-1020, 1044-P-1021, 1044-P-1022, Proposed North and South Elevations 1CP01-MDS_FBM-AR-DEL-SS08_SL23-000017 revC02, Proposed Community Hall west elevation 1CP01-MDS_FBM-AR-DEL-SS08_SL23-000018 revC02, 1044-P-2020, 1044-P-2021, 1044-P-3000, 1044-P-3001, 1044-P-3020, 1044-P-3030, 1044-P-9000, 1044-P-9001, 1044-P-9400, 1044-P-9401, MFS Energy Statement dated 01/04/2019, Consibee Flood Risk Assessment and Drainage Strategy dated 11/04/2019, Quod Financial Viability and Affordable Workspace Statement dated 02/07/2019, Spectrum Acoustic Assessment Ref NDT5762/18386/2, Quod Planning Statement dated May 2019, Maria Fidelis Sustainability and BREEAM report dated 04/06/2019, Aether Air Quality Assessment dated February 2019, Arboricultural Impact Assessment Rev A, Phas 1 Ecology Survey ref ASW/MELS/093/22/2018, Transport Statement dated 15/04/2019, Travel Plan dated 15/04/2019, Arboricultural and Planning Integration Report Ref: GHA/DS/17660:19, FBM Architects Design and Access Statement

3.2.2 "the s73 Planning Permission"

the planning permission referenced 2023/2485/P and dated 17 October 2023

permitting the variation of condition 3 (approved plans) and removal of condition 17 (cycle parking) of planning permission 2021/3796/P, dated 13/12/2021 (for: Erection of a six-storey combined Construction Skills Centre (Use Class F1) and HS2 Site Accommodation (Use Class (E) as temporary meanwhile uses to facilitate the construction of HS2 Euston Station). Drawing Nos: Cover letter prepared by Mace Dragados, dated 31/05/2023; 1CP01-MDS_FBM-AR-DSP-SS08_SL23_GF-000002, rev C01; 1CP01-MDS_FBM-AR-DGA-SS08_SL23-GF-000001, rev C02; 1CP01-MDS_FBM-AR-DSP-SS08_SL23_GF000004, rev C02; 1CP01-MDS_PML-AR-DEL-SS08_SL23-000001, rev C07; 1CP01-MDS_FBM-AR-DDE-SS08_SL23-000018 C02, rev C02; 1CP01-MDS_PML-AR-DPL-SS08_SL23_F6-000004, rev C04

- 3.2.3 "Non-Material Amendment" non-material amendment to planning permission ref: 2019/3091/P granted 15 October 2021 for redevelopment of the Second Development to include change of use of former school building (Class D1) to office use (Class B1a) with associated external alterations, use of existing ancillary gym building as multi-use community facility (Class D1/D2), erection of a two storey Construction Skills Centre (Class D1) and provision of public open space together with alterations to existing access arrangements, all as meanwhile uses for a period of 10 years'; namely to amend the description of development to remove references to superseded use classes and alter reference to use of gym referenced 2023/4110/P and dated 04 October 2023

3.13 All references in Clause 3.8, Clause 7 and Clause 8 of the Existing Agreement to "Planning Permission reference 2021/3796/P" shall be replaced with "Planning Permissions referenced 2021/3796/P and 2023/2485/P".

3.14 In all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

4. COMMENCEMENT

4.1 Without prejudice to the effect of Clause 3.5 in the Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Planning Permission referenced 2023/2485/P.

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 and its monitoring fees.

6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed shall be registered as a Local Land Charge

IN WITNESS WHEREOF the Council and the Owner has caused their respective Common Seals to be affixed and the Mortgagee has caused this Deed to be executed as a Deed the day and year first above written.

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

was hereunto affixed by Order:-

[Redacted signature area]

Duly Authorised Officer

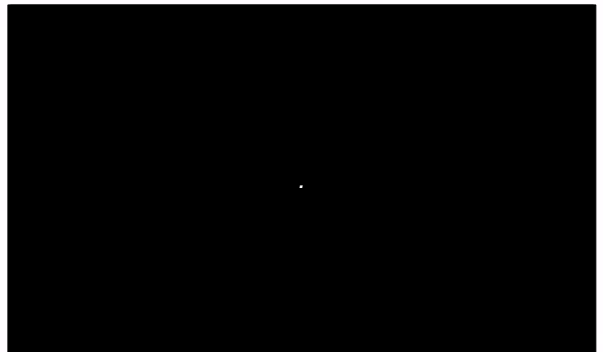
J. Colder



CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
PART OF STARCROSS YARD
2-10 NORTH GOWER STREET LONDON NW1 2LY

EXECUTED AS A DEED BY
LONDON AND CONTINENTAL
RAILWAYS LIMITED
acting by a Director and its Secretary
or by two Directors
or by a Director and Witness

)
)
)
)
)
)




Director

...

~~Director/Secretary/Witness~~

Witness Name: JACQUELINE HEMPHILL

Witness Address: 20 CRANBOURN STREET, LONDON, WC2H 7AA

Witness Occupation: EXECUTIVE ASSISTANT

Executed as a deed by
MACE LIMITED
acting by two directors
or a director and its company secretary

 $\left(\begin{array}{c}) \\) \\) \\) \\) \\) \\) \\) \end{array} \right)$

Director

~~Director/Secretary~~

**CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
PART OF STARCROSS YARD
2-10 NORTH GOWER STREET LONDON NW1 2LY**

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

.....
Duly Authorised Officer

CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO
PART OF STARCROSS YARD
2-10 NORTH GOWER STREET LONDON NW1 2LY

Executed as a deed by
DRAGADOS S.A

a company incorporated in Spain,
acting by [STEPHEN HOLMES]

who, in accordance with
the laws of that territory, is acting under the
authority of the company

Signature in the name of the company:
DRAGADOS S.A

[Redacted Signature]

Authorised Signatory
signed in the presence of:

[Redacted Signature]

Witness Signature

Witness name: JONATHAN ARMSTRONG
Witness address:

DRAGADOS S.A.
UK BRANCH
REGINA HOUSE
2ND FLOOR, 1-5 QUEEN STREET
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