

DATED

28 May

2013

(1) **URBANEST UK CAMLEY STREET GP1 LIMITED and  
URBANEST UK CAMLEY STREET GP2 LIMITED**

-and-

(2) **THE ROYAL BANK OF SCOTLAND PLC**

-and-

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

---

**DEED OF VARIATION  
UNDER S106A OF THE TOWN AND COUNTRY  
PLANNING ACT 1990 (AS AMENDED)**

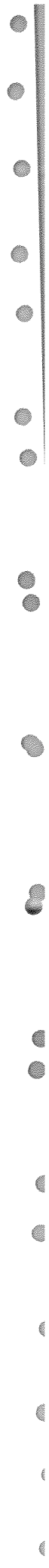
Relating to the Agreement dated 30 March 2012 between  
the Mayor and the Burgesses of the London Borough of Camden  
Regent Regeneration Limited, SCS Camley Limited and Bank Leumi (UK) PLC  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**103 CAMLEY STREET, LONDON N1C 4PF**

---

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918

Fax: 020 7974 2962



THIS DEED OF AGREEMENT is made on the 28 day of may 2013

**BETWEEN**

1. **URBANEST UK CAMLEY STREET GP1 LIMITED** (Co. Regn. No. 7389895) whose registered office is at 13 Albemarle Street London W1S 4HJ and **URBANEST UK CAMLEY STREET GP2 LIMITED** (Co. Regn. No. 8006045) whose registered office is at 13 Albemarle Street London W1S 4HJ (hereinafter called "the Owner") of the first part
2. **THE ROYAL BANK OF SCOTLAND PUBLIC LIMITED COMPANY** (Scot. Co. Regn. No. SC90312) whose registered office is at 36 St Andrew Square Edinburgh EH2 2YB and of 3<sup>rd</sup> Floor 3 Temple Back East Bristol BS1 6DZ (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, Regent Regeneration Limited, SCS Camley Limited and Bank Leumi (UK) PLC entered into an Agreement dated 30 March 2012 pursuant to Section 106 of the Act.
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL928440 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 Council is the local planning authority for the purposes of the Act for the area in which the Property is situated 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.

1.5 The Application for Non Material Amendments in respect of the Property to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 11 December 2012 for which the Council resolved to approve conditionally under reference 2012/6629/P subject to the conclusion of this Deed.

1.6 This Deed is made by virtue of Section 106A of the Act and is a planning obligation for the purposes of that section.

1.7 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 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.

2.2 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.3.1 "Application for Non Material Amendments"

the application for Non Material Amendments in respect of the Property submitted to the Council and validated on 11 December 2012 for which a resolution to grant approval has been made conditionally by the Council under reference number 2012/6629/P subject to conclusion of this Deed

2.3.2 "Deed"

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

- 2.3.3 "Existing Agreement" the Section 106 Agreement under the Act dated 30 March 2012 made between the Council Regent Regeneration Limited, SCS Camley Limited and Bank Leumi (UK) PLC
- 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 Deed.
- 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 Deed 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 If the approval of the Non Material Amendments is quashed or expires before Implementation or is revoked this Deed shall cease to have effect.

### **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" demolition of existing industrial buildings (Class B1c & B8) and the erection of 4 storey 7 storey and 12 storey buildings to create a mixed use development comprising 307 x student units accommodation (Class Sui-Generis) including student cycle store; 14 x 2-bed 15 x 3-bed and 11 x 4-bed self contained residential flats (Class C3); incubator business units comprising

1,653sqm floorspace (Class B1); 2 x retail units of 406sqm (Class A1/A3) and associated works and improvements to public realm including canal footpath as shown on drawing numbers [Prefix (00) P] 001, 002, 003, 004, 005, 006 007, 008, 010 rev 01, 020, 021 rev 01, 022 rev 01, 100 rev 01, 101 rev 01, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 200, 201 rev 01, 202, 203, 204, 205, 400, 401, 402, 420, 421 and 422; Design and Access Statement by AHMM Architects dated October 2011; Planning Statement by DP9 dated September 2011; Townscape Heritage and Visual Impact Statement by Richard Coleman Citydesigner dated September 2011; Transport Assessment by TPP Consulting dated September 2011; Traffic Management Report by Mansell dated September 2011; Construction Method Statement by Mansell dated September 2011; Energy and Sustainability Statement by McBains Cooper dated September 2011; Contamination and Remediation Assessment by CG/5521 dated September 2011; Basement Impact Assessment -Screening Report by Card Geotechnics dated November 2011; Basement Impact Assessment -Scoping Report by Card Geotechnics dated November 2011; Daylight and Sunlight Report by Anstey Horne dated September 2011; Environmental Noise Survey and External Building Fabric Report by RBA Acoustics dated September 2011; Socio-economic Context Report Hunt Dobson Stringer dated September 2011; Microclimate Assessment by RWDI dated September 2011; Protected Species Report by Aspect Ecology dated September 2011; Incubator Operational Method Statement by CTU and UCL dated

October 2011; Student Management Plan by Urbanest dated September 2011; Statement of Community Involvement by Four Communications dated September 2011; Letter and attachments from DP9 to the GLA dated 01/03/2012; email and attachments from DP9 to LBC dated 01/03/2012 as amended by the Non-Material Amendments

3.1.2 "Plan 3"

the plan marked "Plan 3" annexed hereto showing the Public Realm including the Canal Bridge

3.1.3 "Planning Permission"

the Original Planning Permission as amended by the Non-Material Amendments given approval under reference number 2012/6629/P to be issued by the Council substantially in the form of the draft annexed hereto

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

3.2.1 "Non Material Amendments" shall mean the non-material amendments to the Development to allow for relocation of towpath lift; revised configuration of the north service yard to create enclosed area in place of turning head; and amendments to the student entrances and the ground floor windows/doors of the proposed Camley Street elevation as shown on drawing numbers:- Superseded plans: [prefix (00)] P100 rev 02, P101 rev 01, P201 rev 01, P202, P204, P205 and Amended plans; [prefix (00)] P100 rev 03, P101 rev 02, P201 rev 02, P202 rev 01, P204 rev 01, P205 rev 01, Non-Material Changes Report ref. REP-14Urbanest/November 2012

3.2.2 "the Original Planning Permission"

means the planning permission granted by the Council on 30 March referenced 2011/5695/P allowing the demolition of existing industrial buildings (Class B1c & B8) and the erection of 4 storey 7 storey and 12 storey buildings to create a mixed use development comprising 307 x student units accommodation (Class Sui-Generis) including student cycle store; 14 x 2-bed 15 x 3-bed and 11 x 4-bed self contained residential flats (Class C3); incubator business units comprising 1,653sqm floorspace (Class B1); 2 x retail units of 406sqm (Class A1/A3) and associated works and improvements to public realm including canal footpath

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

4. **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

4.1 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Deed on or prior to the date of completion of the Deed.

5. **JOINT AND SEVERAL LIABILITY**

5.1 All Covenants made by the Owner in this Deed are made jointly and severally and shall be enforceable as such.

6. **REGISTRATION AS LOCAL LAND CHARGE**

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

7. **COMMENCEMENT**

7.1 The provisions in this Deed shall take effect on the Council's approval of the Non Material Amendments pursuant to the Application for Non Material Amendments but




for the avoidance of doubt without prejudice to the effect of Clause 3.5 in the Existing Agreement.

**8. MORTGAGEE'S CONSENT**

8.1 The Mortgagee hereby consents to the completion of this Deed and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.1 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

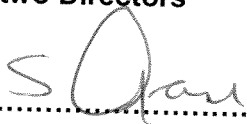
**IN WITNESS WHEREOF** the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY**  
**URBANEST UK CAMLEY STREET GP1 LIMITED** )  
acting by a Director and its Secretary )  
or by two Directors )

  
.....  
Director

  
.....  
Director/Secretary

**EXECUTED AS A DEED BY**  
**URBANEST UK CAMLEY STREET GP2 LIMITED** )  
acting by a Director and its Secretary )  
or by two Directors )

  
.....  
Director

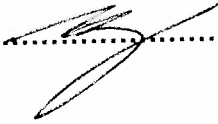
  
.....  
Director/Secretary

CONTINUATION OF SECTION 106A DEED OF VARIATION IN RELATION TO  
THE PROPERTY AT 103 CAMLEY STREET LONDON N1C 4PF

SIGNED AND DELIVERED AS A DEED )  
for and behalf of )  
THE ROYAL BANK OF SCOTLAND PLC )  
by a duly authorised Attorney )



.....  
Witness

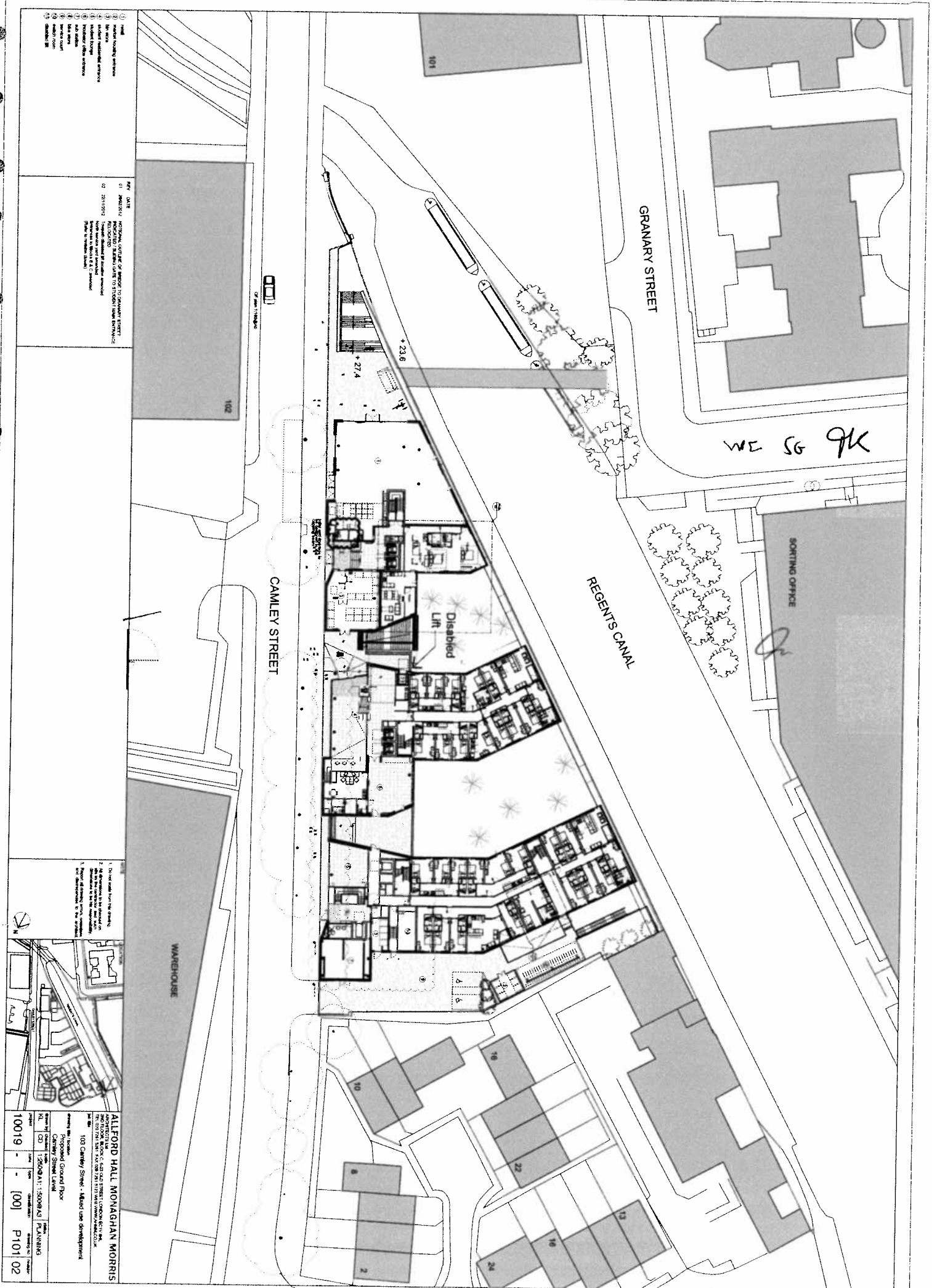


THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )



*T M Knowles*

.....  
Authorised Signatory



WE SG JK

SORTING OFFICE

GRANARY STREET

REGENT'S CANAL

CAMLEY STREET

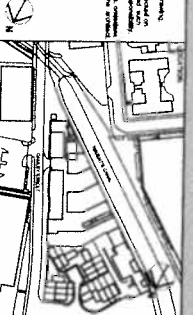
Disabled Lift

WAREHOUSE

- 1. Road
- 2. Public parking
- 3. Site area
- 4. Public residential services
- 5. Public commercial services
- 6. Public office services
- 7. Site area
- 8. Service area
- 9. Service area
- 10. Service area
- 11. Service area
- 12. Service area
- 13. Service area
- 14. Service area
- 15. Service area
- 16. Service area
- 17. Service area
- 18. Service area
- 19. Service area
- 20. Service area
- 21. Service area
- 22. Service area
- 23. Service area
- 24. Service area
- 25. Service area
- 26. Service area
- 27. Service area
- 28. Service area
- 29. Service area
- 30. Service area

REV DATE  
 01 23/11/2017  
 02 23/11/2017  
 03 23/11/2017  
 04 23/11/2017  
 05 23/11/2017  
 06 23/11/2017  
 07 23/11/2017  
 08 23/11/2017  
 09 23/11/2017  
 10 23/11/2017  
 11 23/11/2017  
 12 23/11/2017  
 13 23/11/2017  
 14 23/11/2017  
 15 23/11/2017  
 16 23/11/2017  
 17 23/11/2017  
 18 23/11/2017  
 19 23/11/2017  
 20 23/11/2017  
 21 23/11/2017  
 22 23/11/2017  
 23 23/11/2017  
 24 23/11/2017  
 25 23/11/2017  
 26 23/11/2017  
 27 23/11/2017  
 28 23/11/2017  
 29 23/11/2017  
 30 23/11/2017

1. To be used for the office
2. To be used for the office
3. To be used for the office
4. To be used for the office
5. To be used for the office
6. To be used for the office
7. To be used for the office
8. To be used for the office
9. To be used for the office
10. To be used for the office
11. To be used for the office
12. To be used for the office
13. To be used for the office
14. To be used for the office
15. To be used for the office
16. To be used for the office
17. To be used for the office
18. To be used for the office
19. To be used for the office
20. To be used for the office
21. To be used for the office
22. To be used for the office
23. To be used for the office
24. To be used for the office
25. To be used for the office
26. To be used for the office
27. To be used for the office
28. To be used for the office
29. To be used for the office
30. To be used for the office



**ALFORD HALL MONAGHAN MORRIS**  
 ARCHITECTS  
 103 Camley Street, Millis Use development  
 100719 - [00] P101 02



Allford Hall Monaghan Morris  
The Tobacco Factory  
Raleigh Road  
Bristol  
Avon  
BS3 1TF

Application Ref: **2012/6629/P**  
Please ask for: **Neil McDonald**  
Telephone: 020 7974 **2061**

23 March 2013

Dear Sir/Madam

**DRAFT**

**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**Grant of Non Material Amendments to planning permission subject to Section 106  
Legal Agreement**

Address:  
**103 Camley Street  
London  
NW1 0PF**

**DECISION**

**Proposal:**

Non-material amendment to planning permission dated 30/03/2012 (ref 2011/5695/P for demolition of existing industrial buildings and the erection of a building ranging from 4-12 storeys to create a mixed use development) to allow for relocation of towpath lift; revised configuration of the north service yard to create enclosed area in place of turning head; and amendments to the student entrances and the ground floor windows/doors of the proposed Camley Street elevation.

**Superseded plans/documents:**

[insert Superseded plans/documents:]

Drawing Nos: Superseded plans: [prefix (00)] P100 rev 02, P101 rev 01, P201 rev 01, P202, P204, P205.

Amended plans; [prefix (00)] P100 rev 03, P101 rev 02, P201 rev 02, P202 rev 01, P204 rev 01, P205 rev 01, Non-Material Changes Report ref. REP-14Urbanest/November 2012.

The Council has considered your application and decided that the proposals are acceptable as non-material amendments to the planning permission set out above **subject to the** 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.

Informative(s):

- 1 You are advised that this permission relates only to the changes highlighted on the plans and set out in the description and shall only be read in the context of the substantive permission granted on 30/03/2012 under reference number [2011/5695/P] and is bound by all the conditions and obligations attached to that permission. The applicant has stated that any other changes to the drawn elevation outside of those described are purely indicative and not to be considered under the scope of this non-material amendment.

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.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)



DATED

28 May

2013

(2) **URBANEST UK CAMLEY STREET GP1 LIMITED and  
URBANEST UK CAMLEY STREET GP2 LIMITED**

-and-

(2) **THE ROYAL BANK OF SCOTLAND PLC**

-and-

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

---

**DEED OF VARIATION  
UNDER S106A OF THE TOWN AND COUNTRY  
PLANNING ACT 1990 (AS AMENDED)**

Relating to the Agreement dated 30 March 2012 between  
the Mayor and the Burgesses of the London Borough of Camden  
Regent Regeneration Limited, SCS Camley Limited and Bank Leumi (UK) PLC  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**103 CAMLEY STREET, LONDON N1C 4PF**

---

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1918  
Fax: 020 7974 2962