

DATED

7m October

2011

(1) CENTRAL SAINT GILES GENERAL PARTNER LIMITED

-and-

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 4 October 2006
Between the Mayor and the Burgesses of the
London Borough of Camden and St Giles Court General Partner Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
**ST GILES COURT,
1-13 ST GILES HIGH STREET,
LONDON WC2H 8LB**

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 AGREEMENT is made on the

7th

day of

October

2011

BETWEEN

- i. **CENTRAL SAINT GILES GENERAL PARTNER LIMITED** (Co. Regn. No. 5624041) whose registered office is at Temple Court 11 Queen Victoria Street London EC4N 4TP (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS:

- 1.1 The Council and St Giles Court General Partner Limited entered into an Agreement dated 4 October 2006 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council, Central Saint Giles General Partner Limited and St Giles Residential Developments Limited entered into a Deed of Variation dated 14 December 2009 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) to vary the terms of the Existing Agreement.
- 1.3 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL790607.
- 1.4 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 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 The Owner has applied to vary the terms of clause 4.16 of the Original Agreement which relate to the Community Space Requirement.
- 1.7 On the 11 August 2011 the Council's Development Control Committee resolved to further amend the Existing Agreement as varied by the First Deed of Variation .
- 1.8 This Agreement is made by virtue of the Town and Country Planning Act 1990 (as amended) Section 106 and Section 106A 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 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 "this Agreement" this second deed of variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 4 October 2006 made between the Council and St Giles Court General Partner Limited as amended by the First Deed of Variation and this Agreement

2.3.3 "the First Deed of Variation" the Deed of Variation to the Existing Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 14 December 2009 made between the Council Central Saint Giles General Partner Limited and St Giles Residential Developments Limited

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 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

3. VARIATION TO THE EXISTING AGREEMENT

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

3.1 Clause 2.11 of the Existing Agreement shall be removed in its entirety and replaced with the following definition:-

2.11 "Community Space Contribution

the sum of £100,000 (one hundred thousand pounds) to be paid by the Owner under the terms of this Agreement and to be applied by the Council in the event of receipt towards the maintenance improvement and/or extension of

existing community facilities in the vicinity of the
Property

- 3.2 Clause 4.16 of the Existing Agreement shall be removed in its entirety and replaced with the following clause:-

4.16 The Community Space Contribution

4.16.1 On or prior to the date of this Agreement the Owner shall pay the Community Space Contribution in full.

4.16.2 Following receipt by the Council of the Community Space Contribution the Owner shall be free to use the area within the Development marked red on plan RP-1-00-ST CSP Index C annexed hereto for A1 retail purposes in accordance with the Planning Permission

- 3.3 The Council and the Owner declare and acknowledge that:

3.3.1 Clauses 5.7 and 5.8 of the Existing Agreement shall not apply to the Community Space Contribution (provided that the Community Space Contribution is paid on or before the date of this Agreement); and

3.3.2 Clauses 10, 11 and 14 of the Existing Agreement shall apply to the Community Space Contribution.

- 3.4 In all other respects the Existing 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 in the sum of £1,500.

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 Seals to be affixed and the Owner has caused this Agreement to be executed as a Deed the day and year first above written.

EXECUTED AS A DEED BY
CENTRAL SAINT GILES GENERAL
PARTNER LIMITED
acting as a general partner
of the Legal and General
West End Offices Limited Partnership
in the presence of:-

.....
Director

.....
Director/Secretary for & on behalf of
Legal & General Co Sec Limited

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

.....
Authorised Signatory



DATED

2011

(1) CENTRAL SAINT GILES GENERAL PARTNER LIMITED

-and-

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

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