

DATED

16th November

2010

(1) B.L.C.T (16699) LIMITED

-and-

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

DEED OF VARIATION

Relating to the Agreement dated 24 March 2009
Between
B.L.C.T (16699) Limited, B.L.C.T (16700) Limited and
the Mayor and the Burgesses of the London Borough of Camden

under section 106 of the Town and
Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980
Relating to development at premises known as

NORTH EAST QUADRANT NW1

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

Tel: 020 7974 2463
Fax: 020 7974 2962

CLS/COM/CJ/1685.742

THIS AGREEMENT is made on the

day of

2010

BETWEEN

1. **B.L.C.T (16699) LIMITED** of 22 Grenville Street, St Helier, Jersey, JE4 8PX (hereinafter called "the Owner")
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

WHEREAS:

- A) The Council, the Owner and B.L.C.T (16700) Limited entered into an Agreement dated 24 March 2009 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980. The Council and the Owner (B.L.C.T. (16700) Limited no longer having an interest in the Property) now wish to vary the terms of that Agreement.
- B) The Owner is registered at Land Registry as the freehold proprietor with title absolute under title numbers NGL171156 and NGL21312 of the Property.
- C) The Owner is interested in the Property for the purposes of Section 106(9) of the Act.
- D) 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.
- E) A new planning application in respect of the Property and to amend the planning permission reference 2007/0823/P was submitted to the Council by the Owner and validated on 21 September 2010 for which the Council resolved to grant permission conditionally under reference 2010/5011/P subject to the conclusion of this Agreement.
- F) 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.

- G) 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.

NOW THIS DEED witnesseth as follows:

1. INTERPRETATION

- 1.1 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.
- 1.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 1.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.
- | | | |
|-------|----------------------|---|
| 1.3.1 | “Agreement” | this Deed of Variation |
| 1.3.2 | “Existing Agreement” | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980 dated 24 March 2009 made between the Council and the Owner |
- 1.4 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.
- 1.5 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.
- 1.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

1.7 References in this Agreement to the Owner shall include its successors in title.

2. VARIATION TO THE EXISTING AGREEMENT

2.1 Clause 2.56 of the Existing Agreement (definition of the Residential Development") shall be deleted in its entirety and replaced with the following:

"the Residential Development" the residential units with the Development being the areas coloured red, yellow and blue on drawing P351/118/C

2.2 Clause 2.47 of the Existing Agreement (definition of "the Planning Permission") shall be deleted in its entirety and replaced with the following:

"the Planning Permission" the planning permission to be granted pursuant to the Application for the Development in the form of the draft permission annexed hereto at Schedule 10 as varied by the Variation Permission

2.3 The following clause 2.74 should be inserted into the Existing Agreement:

"the Variation Permission" planning permission granted pursuant to application reference 2010/5011/P which varies the development granted by planning permission 2007/0823/P as follows: Internal alterations to approved residential tower (yet to be constructed) to reduce the number of private residential units from 101 to 88 (with mixes of 15 studios, 20 x 1 bedroom, 38 x 2 bedroom, 12 x 3 bedroom and 3 x 4 bedroom units) as revisions to planning permission granted (subject to S106) on 25/03/2009 (ref: 2007/0823) for major redevelopment to provide 101 private residential units plus 70 affordable units (Class C3), 47,168sqm Class B1 office

floorspace, plus retail/financial & professional services/restaurant/pub or bar/community (Class A1 / A2 / A3 / A4 and D1 uses) at together with associated access, parking, servicing and landscaping as shown on drawing numbers: Site Location Map; P351 118 Rev C; SM1008 P-103 Rev A; SM1008 P-104 Rev A; SM1008 P-105 Rev A; SM1008 P-106 Rev A; SM1008 P-107 Rev A; SM1008 P-108 Rev A; SM1008 P-109 Rev A; SM1008 P-110A; SM1008 P-110B; SM1008 P-110C Rev A; SM1008 P-110D Rev A; SM1008 P-112 Rev B; SM1008 sk 108 and SM1008 Sk-110 such planning permission to be issued by the Council in the form of the draft annexed hereto at Schedule 11

2.4 A new Schedule 11, as set out at Schedule 1 to this Agreement shall be inserted into the Existing Agreement.

2.5 Drawing P351/118/B appended to the Existing Agreement shall be replaced with drawing P/351/118/C appended to this Agreement.

2.6 In all other respects the Existing Agreement shall continue in full force and effect.

3. PAYMENT OF THE COUNCIL'S LEGAL COSTS

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

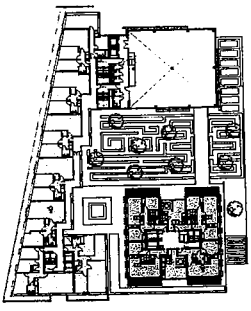
4. REGISTRATION AS LOCAL LAND CHARGE

4.1 This Agreement shall be registered as a Local Land Charge

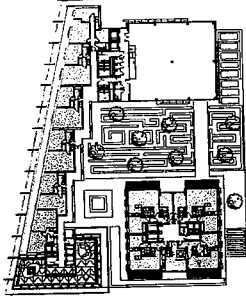
SCHEDULE 1

SCHEDULE 11

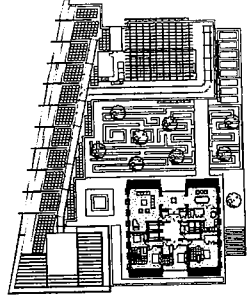
DRAFT VARIATION PERMISSION



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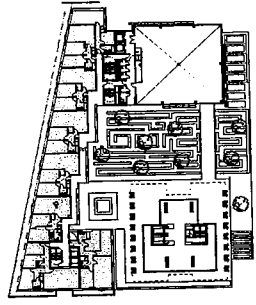


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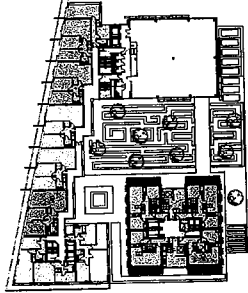


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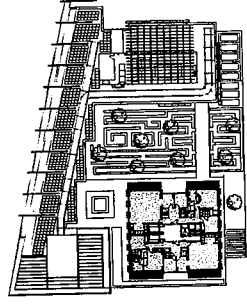
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AS/NO	AS/NO	AS/NO	AS/NO
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TOTAL UNITS	6	5	1
TOTAL UNITS	10		



2



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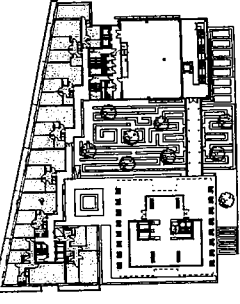


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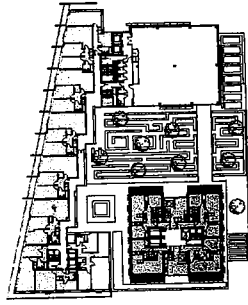
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AS/NO	AS/NO	AS/NO	AS/NO
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100	3	1	1
TOTAL UNITS	14	7	5
TOTAL UNITS	26		

TOTAL RESIDENTIAL UNITS
TOTAL DISABLED UNITS = 17

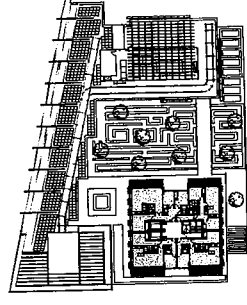
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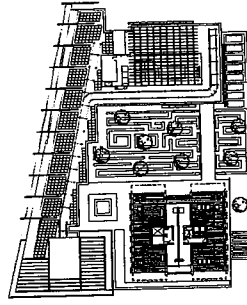
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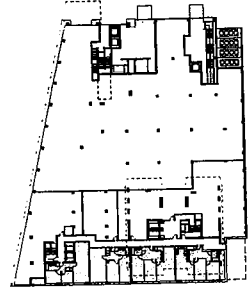
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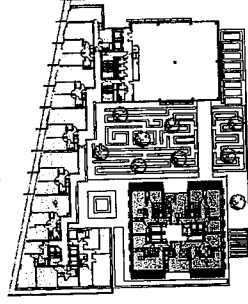
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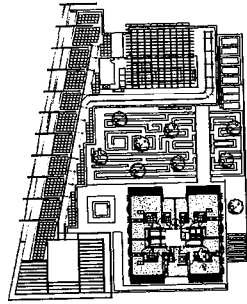
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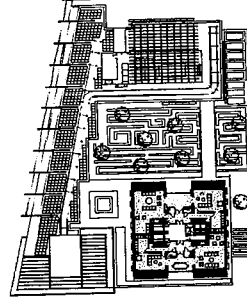
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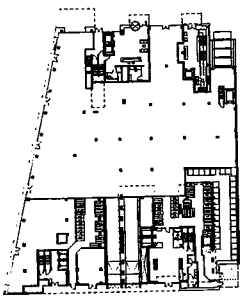
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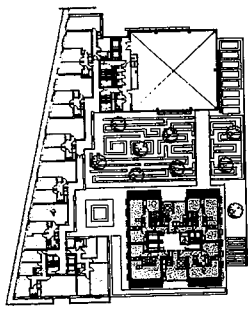
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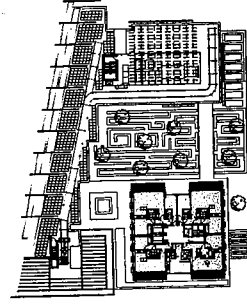
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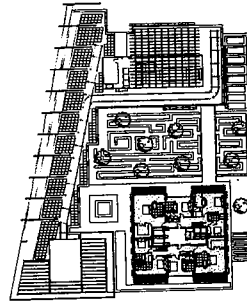
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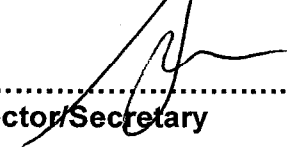


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IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as its Deed the day and year first before written

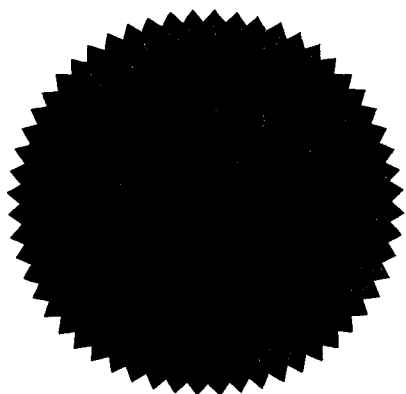
EXECUTED AS A DEED BY)
B.L.C.T. (16699) LIMITED)
acting by:)


.....
Director


.....
Director/Secretary

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


.....
Duly Authorised Officer



DATED

16th November

2010

(1) B.L.C.T (16699) LIMITED

-and-

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

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