

DATED

14th APRIL

2015

(1) JERUSALEM PASSAGE LIMITED

-and-

(2) BM SAMUELS FINANCE GROUP PLC

-and-

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

DEED OF VARIATION

Relating to the Agreement dated 4 October 2013
Between the Mayor and the Burgesses of the
London Borough of Camden,
Jerusalem Passage Limited and B.M Samuels Finance Group Plc
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
2 - 4 PROWSE PLACE
LONDON NW1 9PH

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

CLS/COM/FP/1685.3036
DoV Final 26.2.2015

THIS DEED is made on the

14th

day of

APRIL

2015

BETWEEN

1. **JERUSALEM PASSAGE LIMITED** (Incorporated in Guernsey) of PO Box 119 Martello Court Admiral Park St Peter Port Guernsey GY1 3HB and wholly owned subsidiary of European Urban Developments Limited of 195-199 Grays Inn Road, London WC1X 8UL (hereinafter called "the Owner") of the first part
2. **B.M. SAMUELS FINANCE GROUP PLC** (Co. Regn. No. 105537) whose registered office is at 302-308 Preston Road Harrow Middlesex HA3 0PQ (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 the Owner and the Mortgagee entered into an Agreement dated 4 October 2013 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number LN46693 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 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 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 6 November 2014 for which the Council resolved to grant permission conditionally under reference 2014/5770/P subject to the conclusion of this Deed.

1.6 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.

1.7 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 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.

2.4 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 Agreement 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 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the Implementation Date.

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

2.8.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 4 October 2013 made between the Council the Owner and the Mortgagee

2.8.3 "the Original Planning Permission" means the planning permission granted by the Council on 4 October 2013 referenced 2012/6150/P allowing the erection of building comprising lower ground, upper ground and first floor to provide 2 dwellings (Class C3) (following demolition of existing office building retaining shared boundary walls) as shown on drawing numbers AL(00)02; AL(00)10; AL(00)11; AL(00)12; AL(00)13; AL(00)14; AL(0)015; AL(0)020-A; AL(0)021-A; AL(0)022-A; AL(0)023-A; AL(0)24-AS; AL(0)025-A; AL(0)026-B; AL(0)027; Planning Statement and Supporting Information by European Urban Architecture dated 15th November 2012; Sustainability Statement revision 1 by Mesh dated November 2012; Energy and Renewable Energy Statement revision 2 by Mesh dated November 2012; letter from Ringley dated 4th July 2012; Heritage and Design Statement dated November 2012; Noise and Vibration Survey and Assessment Report reference PC-

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" variation of planning permission dated 4 October 2013 (Ref. No 2012/6150/P) to variation of condition 2 (approved plans) of planning permission 2012/6150/P dated 04/10/13, namely to increase parapet height (retrospective) as shown on Superseded - AL(0)025-A; Revised - AL(0)025-C

3.1.2 "Planning Permission" the planning permission for the Development under reference number 2014/5770/P granted by the Council in the form of the draft annexed hereto

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property submitted on 6 November 2014 by the Owner and given reference number 2014/5770/P

3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to "Planning Permission reference 2012/6150/P" shall be replaced with "Planning Permission reference 2014/5770/P".

3.3 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 2014/5770/P.

5 PAYMENT OF THE COUNCIL'S LEGAL COSTS

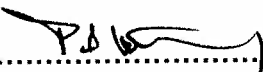
- 5.1 The Owner agrees to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed

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.

EXECUTED AS A DEED BY ON BEHALF OF)
JERUSALEM PASSAGE LIMITED)
was herunto affixed A COMPANY INCORPORATED)
in the presence of:- IN GUERNSEY BY PAUL)
WHITLEY, BEING A PERSON WHO, IN ACCORDANCE)
WITH THE LAWS OF THAT TERRITORY IS)
ACTING UNDER THE COMPANY'S AUTHORITY.)
Director


.....
Director/Secretary

EXECUTED AS A DEED by the)
Attorney Authorised on behalf of)
BM SAMUELS FINANCE GROUP PLC)
.....
Duly Authorised Signatory

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





**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Mr. Ashish Sudra
European Urban Architecture Ltd
4th Floor
32-35 Sophia House
Featherstone Street
London
EC1Y 8QX

Application Ref: **2014/5770/P**
Please ask for: **Olivier Nelson**
Telephone: 020 7974 5142

30 January 2015

DRAFT

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Variation or Removal of Condition(s) Granted

Address:
Digital Hardcore Recordings Ltd
2 Prowse Place
London
NW1 9PH

DECISION

Proposal:

Variation of condition 2 (approved plans) of planning permission 2012/6150/P dated 04/10/13, namely to increase parapet height (retrospective).

Drawing Nos: Superseded - AL(0)025-A.

Revised - AL(0)025-C.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Condition(s) and Reason(s):

- 1 Condition 2 of the planning permission granted on 04/10/2013 under reference number 2012/6150/P shall be replaced by the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans: AL(00)02; AL(00)10; AL(00)11; AL(00)12; AL(00)13;



AL(00)14; AL(0)015; AL(0)020-A; AL(0)021-A; AL(0)022-A; AL(0)023-A; AL(0)24-AS; AL(0)025-C; AL(0)026-B; AL(0)027.

Reason: For the avoidance of doubt and in the interest of proper planning

Informative(s):

- 1 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 (providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision and not this variation), but excludes condition 2, which this permission effectively varies.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Culture & Environment

DATED

14TH APRIL

2015

(1) JERUSALEM PASSAGE LIMITED

-and-

(2) BM SAMUELS FINANCE GROUP PLC

-and-

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

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