

DATED 13 OCTOBER 2015

(1) POCKET LIVING (2013) LLP

and

(2) LLOYDS BANK PLC

and

(3) THE GREATER LONDON AUTHORITY

and

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

SECOND DEED OF VARIATION

Relating to:

Agreement dated 12th May 2014 between (1) Appleby Estates Limited and (2) Soad Alavli and (3) Pocket Living (2013) LLP and (4) The Mayor and the Burgesses of the London Borough of Camden under section 106 of the Town and Country Planning Act 1990 (as amended)

as varied by:

Deed of Variation dated 2 April 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden

**59-61 Oak Grove
London
NW2 3LS**

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

Tel: 020 79745647
Fax: 020 7974 1920

THIS AGREEMENT is made on the 13th day of October 2015

BETWEEN

1. **POCKET LIVING (2013) LLP** (registered under company number OC385056) whose registered office is at First Floor, 14 Floral Street, London, WC2E 9DH (hereinafter called "the Owner") of the first part;
2. **LLOYDS BANK PLC** (registered under company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (hereinafter called "the First Mortgagee") of the second part;
3. **THE GREATER LONDON AUTHORITY** of City Hall, The Queens Walk, London, SE1 2AA (hereinafter called "the Second Mortgagee") of the third part; and
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part.

WHEREAS:

- 1.1 The Council, Appleby Estates Limited, Soad Alavli and Pocket Living (2013) LLP entered into the Original Agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council, Pocket Living (2013) LLP, Lloyds Bank plc and The Greater London Authority entered in the First Deed of Variation pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.3 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title numbers NGL165302, NGL910074 and NGL776451 and subject to the registered charges of the First Mortgagee and the Second Mortgagee.

- 1.4 The First Mortgagee is the proprietor of a charge dated 17th July 2014 registered against the Property under title numbers NGL165302, NGL910074 and NGL776451 and is willing to enter into this Agreement to give its consent to the same.
- 1.5 The Second Mortgagee is the proprietor of a registered charge dated 15th August 2014 against the Property under title numbers NGL165302, NGL910074 and NGL776451 is willing to enter into this Agreement to give its consent to the same.
- 1.6 The Owner is the freehold owner and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 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.
- 1.8 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.
- 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 references 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 Original Agreement as varied by the First Deed of Variation
2.3.3	"the First Deed of Variation"	the deed of variation under Section 106 of the Town and Country Planning Act 1990 (as amended) dated 2 nd April 2015 made between (1) Pocket Living (2013) LLP and (2) Lloyds Bank plc and (3) The Greater London Authority and (4) The Mayor and Burgesses of the London Borough of Camden in relation to the Property
2.3.4	"the Original Agreement"	the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 12 th May 2014 made between (1) Appleby Estates Limited and (2) Soad Alavli and (3) Pocket Living (2013) LLP and (4) The Mayor and Burgesses of the London Borough of Camden in relation to the Property
2.3.5	"the Original Planning Permission"	the planning permission granted by the Council on 12 th May 2014 (reference number 2014/1029/P) permitting the erection of a 3 storey building to provide 17 x 1-bed flats (including 13 x intermediate affordable units) with associated amenity space, refuse and cycle storage as shown on drawing numbers Existing drawings: MSL8720-E-RevC-01, MSL8720-E-RevC-02, MSL8720-E-RevC-03, OGC AL02 002 Site Layout Plan; Proposed drawings prefix OGC AL02 : 001 Site Location Plan, 020 Rev.D Ground Floor Plan, 021 Rev.B First Floor Plan, 022 Rev.B Second Floor Plan, 023 Rev.A Roof Plan, 040 Rev.A Elevations, 050 Rev.A

Sections, 060 Flat Type A (1B2P), 061 Flat Type M (1B2P), OGC-SK140124-001revA Section/Elevation Study; OGC-SK140312-001 revA (front boundary treatment); OGC-SK140402-001 Landscape plan; Drainage layout & manhole schedule 2/5932 dwg 900 rev T1; Supporting documents: Design & Access Statement by HTA February 2014; Planning Statement by Boyer Planning on behalf of Pocket February 2013; Train Induced Vibration and Assessment Report by Hann Tucker Associates Report 19861/VAR1 dated 27 Jan 2014; Letter from Hann Tucker Associates dated 11th March 2014 regarding vibration noise: Daylight, Sunlight and Overshadowing Assessment; Energy Statement by XCO2 Energy Issue 01 29 Jan 2014; Sustainability Assessment by XCO2 Energy (inc. Code for Sustainable Homes Pre-Assessment) 01 28 Jan 2014; Ecological Appraisal Prepared by ACD Ecology ref POC19032Eco Jan 2014; Environmental Noise Survey and Noise Impact Assessment Report by Hann Tucker Associates Report 1986/EIA1 dated 27 Jan 2014; SiteCheck Contamination Review Reference SCC_51691285_1_1 dated 17-DEC-2013 by Environmental Risk Management; Outline Soft Landscape Specification and Plant Schedules OGC-AS-9-800 by HTA 06.03.2014

- 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 affect 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 References in this Agreement to the Owner, the First Mortgagee and the Second Mortgagee shall include their successors in title.

3. **VARIATION TO THE EXISTING AGREEMENT**

3.1 Clause 4.1.13.1 of the Existing Agreement shall be deleted and the following shall be inserted in its place:

“4.1.13 **Mortgagees of an individual Intermediate Affordable Housing Unit**

4.1.13.1 In the event that a mortgagee of an individual Intermediate Affordable Housing Unit shall become a mortgagee in possession or a receiver shall be appointed then such mortgagee (or receiver) shall be entitled to sell that unit on the Open Market PROVIDED THAT the provisions of clauses 4.1.7 to 4.1.13 and 4.2 to 4.10 of this Agreement shall apply to the purchaser of such an individual Intermediate Affordable Housing Unit from the mortgagee or receiver.”

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

4. **REGISTRATION AS LOCAL LAND CHARGE**

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

5. **RIGHTS OF THIRD PARTIES**

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

6. **JURISDICTION**

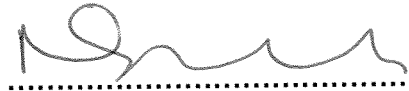
Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England.

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

Executed as a Deed by
POCKET LIVING (2013) LLP
acting by

Member/Authorised Signatory

)



Witness Signature

)



Witness Name

)

MICHAEL HOLLAND

Witness Address

)

14 FLORAL STREET
LONDON. WC2E 9DH

Signed as a deed by

GABRIEL KLODZIEJ
as attorney for
LLOYDS BANK PLC
in its capacity as First Mortgagee in the
presence of:

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)

)

)

)



as attorney for Lloyds Bank plc
in its capacity as First Mortgagee

Witness signature:



Name: LINDA NYAMEKYE

Address: 1ST FLOOR, 10 GRESHAM
STREET, LONDON, EC2V 7AE

Occupation: MANAGER

Communications to be delivered to:

Address: 1ST FLOOR, 10 GRESHAM
STREET, LONDON, EC2V 7AE

Fax Number: N/A

Attention: SAM SHAH

EXECUTED as a DEED by affixing
the common seal of the
GREATER LONDON AUTHORITY
in the presence of

)
)
)
)



.....
Authorised Signatory

A handwritten signature in black ink, appearing to be "N. H. L.", written over a dotted line.

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

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)
)
)



.....
Authorised Signatory

A handwritten signature in black ink, appearing to be "f. Alexander", written over a dotted line.

