

DATED

15 August

2016

**(1) LDC (CAPITAL CITIES NOMINEE NO. 1) LIMITED and LDC (CAPITAL CITIES
NOMINEE NO. 2) LIMITED**

-and-

(2) UNITE ACCOMMODATION MANAGEMENT 19 LIMITED

-and-

(3) LGIM COMMERCIAL LENDING LIMITED

-and-

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

SECOND DEED OF VARIATION

Relating to the agreement dated 2 June 2006
Between (1) the Mayor and the Burgesses of the
London Borough of Camden, (2)
Saddlerst Limited and (3) Bank Hapoalim B.M. London Branch
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
19 - 29 Woburn Place London WC1H 0AQ

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

Tel: 020 7974 1918
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THIS Agreement is made on the 15th day of August 2016

BETWEEN

1. **LDC (CAPITAL CITIES NOMINEE NO. 1) LIMITED (Co. Regn. No. 5347228) and LDC (CAPITAL CITIES NOMINEE NO. 2) LIMITED (Co. Regn. No. 5359457)** of The Core, 40 St Thomas Street, Bristol BS1 6JX (hereinafter called "**the Freeholder**") of the first part
2. **UNITE ACCOMMODATION MANAGEMENT 19 LIMITED (Co. Regn. No.08790504)** of The Core, 40 St Thomas Street, Bristol, Avon, BS1 6JX (hereinafter called "**the Leaseholder**") of the second part
3. **LGIM COMMERCIAL LENDING LIMITED (Co. Regn. No. 07625077)** of One Coleman Street, London EC2R 5AA (hereinafter called "**the Mortgagee**") of the third part
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, Saddlerst Limited and Bank Hapoalim B.M. London Branch entered into the Existing Agreement dated 2 June 2006.
- 1.2 The Council, the Freeholder and HSH Nordbank AG entered into the First Deed of Variation dated 27 March 2009 to vary the terms of the Existing Agreement.
- 1.3 The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Number NGL161160 subject to a charge to the Mortgagee.
- 1.4 The Freeholder is the freehold owner of and is interested in the Property for the purposes of section 106 of the Act.

- 1.5 The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under Title Number NGL903914 subject to a charge to the Mortgagee.
- 1.6 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of section 106 of the Act.
- 1.7 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as **"the Owner"**.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL161160 and Title Number NGL903914 and both dated 19 December 2013 is willing to enter into this Agreement to give its consent to the same.
- 1.9 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 should be restricted or regulated in accordance with this Agreement.
- 1.10 The Application was submitted on behalf of the Owner and validated on 1 April 2016 and the Council has resolved to grant the Consent pursuant to the Application subject to the conclusion of this Agreement.
- 1.11 This Agreement is made by virtue of sections 106 and 106A of the Act and is a planning obligation for the purposes of the Act.
- 1.12 Without prejudice to the terms of the other covenants contained in the Existing Agreement the Parties 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.
- 2.2 All references in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.

- 2.3 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.
- 2.4 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.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.6 References to a Party or to the Parties in this Agreement shall include their successors in title or statutory function.
- 2.7 In this Agreement the following expressions shall unless the context otherwise states have the following meaning now allocated to it:

2.8.1 **"Act"** the Town and Country Planning Act 1990 (as amended);

2.8.2 **"Agreement"** this deed of variation made pursuant to sections 106 and 106A of the Act;

2.8.3 **"Application"** application under section 106A of the Act with reference 2016/1416/P *"to modify a legal agreement and amend clause 4.3.1 (development restricted to occupation by students only) of the S106 associated with planning permission ref: 2006/0695/P dated 2nd June 2006 (Change of use of entire building from office use (Class B1a) to student accommodation to create a total of 458 self-contained units comprising 404 x 1-bed, 26 x 2-bed and 28 x wheelchair accessible units (Class C3)) namely to permit non-student occupation outside term time"*;

- 2.8.4 **"Consent"** the consent to be granted pursuant to the Application;
- 2.8.5 **"Existing Agreement"** the agreement under section 106 of the Act dated 2 June 2006 made between (1) the Council, (2) Saddlerst Limited and (3) Bank Hapoalim B.M. London Branch (as varied by the First Deed of Variation);
- 2.8.6 **"First Deed of Variation"** the deed of variation under section 106 of the Act to vary the terms of the Existing Agreement dated 27 March 2009 made between (1) the Council, (2) the Freeholder and (3) HSH Nordbank AG;
- 2.8.7 **"Parties"** the Freeholder, the Leaseholder, the Mortgagee and the Council.

3. VARIATION TO THE EXISTING AGREEMENT

Subject to Clause 4 (*Conditionality*), the Parties agree that:

- 3.1 the following definitions shall be added to the Existing Agreement:-
- 3.1.1 **"Non-Student"** any person who is not a Student;
- 3.1.2 **"Non-Student Management Plan"** a plan substantially in the form drafted and attached hereto at Schedule Four to be adopted by the Owner in the management of the Development outside of the academic term;
- 3.2 the definition of "Student Accommodation" will be amended by the insertion of the words "*during the academic term*" after the words "*within Class C3 of the Use Classes Order by Students*";

3.3 sub-clause 3.7 will be amended by the insertion of the words "*and in the case of the Mortgagee shall include any subsequent mortgagee or chargee of the Property*" after the words "*shall include their successors in title*";

3.4 sub-clause 4.3 (*Student Accommodation*) will be amended by the insertion of the sentence "*Save as provided in clause 4.7:*" before clause 4.3.1;

3.5 sub-clause 4.5 (*Management of the Development*) will be amended by:

(a) the insertion of the words "*Save as provided in clauses 4.5.2 and 4.7,*" before the words "*[a]t all times after the Occupation Date*" at sub-clause 4.5.1;

(b) the insertion of a new clause 4.5.2 that reads: "*Outside of the academic term to comply with the Non-Student Management Plan as approved by the Council from time to time and not to permit Occupation of the Development save in accordance with the Non-Student Management Plan and in the event of a material breach of the Non-Student Management Plan to remedy such breach forthwith and in the event of non-compliance with this clause the Owner shall upon notice from the Council take any steps reasonably required by the Council to remedy such non-compliance.*"

3.6 the following sub-clause shall be added to clause 4 of the Existing Agreement:-

"4.7 Occupation outside of the academic term

Outside of the academic term to allow Occupation of the Development by Students for any period of time or by Non-Students on a short term basis (less than 90 consecutive days) only."

3.7 the draft Non-Student Management Plan appended at Schedule One to this Agreement will be appended as a new Schedule Four entitled "Non-Student Management Plan".

3.8 in all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect, save that to the extent that any of the obligations in the Existing Agreement have already been discharged at the date of this Agreement these obligations shall remain discharged for the purposes of this Agreement.

4. CONDITIONALITY

- 4.1 Without prejudice to the effect of clause 3.5 in the Existing Agreement, the provisions in this Agreement shall take effect on the grant of the Consent, save for Clause 5 (*Payment of the Council's Legal Costs*) which will take effect from the date hereof.

5 PAYMENT OF THE COUNCIL'S LEGAL COSTS

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

6. REGISTRATION AS LOCAL LAND CHARGE

- 6.1 This Agreement shall be registered as a Local Land Charge

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 a deed the day and year first before written

**EXECUTED AS A DEED BY
LDC (CAPITAL CITIES NOMINEE NO. 1)
LIMITED)
acting by a director and its secretary
or by two directors**

)
)
)

.....
Director

.....
Director/Secretary


CONTINUATION OF DEED OF VARIATION AGREEMENT IN RELATION TO 19 - 29
WOBBURN PLACE LONDON WC1H 0AQ

EXECUTED AS A DEED BY
LDC (CAPITAL CITIES NOMINEE NO. 2)
LIMITED)
acting by a director and its secretary
or by two directors

)
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.....
Director



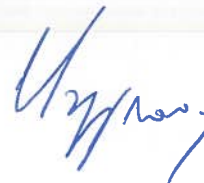
.....
Director/Secretary

EXECUTED AS A DEED BY
UNITE ACCOMMODATION MANAGEMENT 19
LIMITED
acting by a director and its secretary
or by two directors

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.....
Director



.....
Director/Secretary

EXECUTED AS A DEED BY
LGIM COMMERCIAL LENDING LIMITED
acting by a director in the presence of:

Director *BILL HUGHES*

Name of Witness: *STEVE BOYKS*

Signature of Witness:

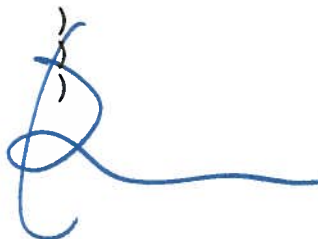


Address:

40 LGIM

Occupation :

LENDING MANAGER



**CONTINUATION OF DEED OF VARIATION AGREEMENT IN RELATION TO 19 - 29
WOBURN PLACE LONDON WC1H 0AQ**

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

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)



R. Alexander
.....
Duly Authorised Officer

SCHEDULE ONE (NON-STUDENT MANAGEMENT PLAN)



19-29 Woburn Place (the "Residence"), Camden – Non-Student Management Plan

1. Introduction

- 1.1 This Non-Student Management Plan has been submitted in connection with the variation of S106 application made to the London Borough of Camden under LPA Ref. 2016/1416/P.
- 1.2 The purpose of this Non-Student Management Plan is to regulate the occupation of the Residence by non-students outside of the academic term.

2. About this Non-Student Management Plan

- 2.1 To ensure that the Residence and the out of term time occupants integrate successfully into the wider community we have drawn from our collective experience in managing buildings of a similar kind in commercial and residential areas.
- 2.2 This document sets out the key principles, methods and working practices that will be adopted by the end operator to enhance the management of the Residence outside of the academic term.
- 2.3 This plan supports and is integrated with the term time Student Accommodation Management Plan which was approved by Section 106 agreement under LPA Ref. 2006/0695/P and later reinforced under a separate S106 agreement approved and signed LPA Ref. 2007/3554/P. Particular emphasis has been placed on how we will continue to manage the accommodation and engage with local stakeholders to ensure that the Residence and its occupants respectfully enjoy the local area and contribute to the local economy on an on-going basis.
- 2.4 We are mindful that the Residence is in a predominantly commercial area and have taken this into account when preparing this management plan.

3. Partnership approach to summer use management & community liaison

- 3.1 To ensure that the residence makes a positive impact outside of the academic term on the local community, we will continue the dialogue and beneficial relationships established with neighbours, businesses and others in the local community during term time.
- 3.2 Undertaking this approach will be vital to the long term success and sustainability of the Residence and will ensure that the broad range of local interest groups co-exist harmoniously.
- 3.3 The Residence will be fully staffed all year round. During the commercial lettings (outside of the academic term) additional staff will be employed due to the higher turnover of occupants. As with all the jobs at the Residence, these jobs will be advertised locally in the first instance.
- 3.4 We are committed to and will be resolute in the drive to mitigate the impact of day to day operations on the local residential and business neighbours.
- 3.5 Noise management will be a key theme and we will provide a manned 24 hour phone line for concerned neighbours to contact suitable staff. There will also be a target

time to resolve noise-related issues. The access control system will operate throughout the Residence and can effectively be used at part of the target time noise management.

Contact with the Facilities Management team

- 3.6 In addition to the 24 hour phone line, the site-based management team will be available to listen to and discuss any issues or concerns raised by the local community, providing points of contact with the site team for neighbours and businesses.
- 3.7 Concerns or specific problems will be dealt with quickly and effectively. Contact details for our on-site management team, the management office and other key members of staff will be circulated to all neighbours and business occupiers in the immediate vicinity.

Community Liaison Group

- 3.8 As part of the ongoing and future management of the Residence, robust efforts will be made to continue to involve the Community Liaison Group (CLG) established in line with the separate Section 106 agreement signed in 2009 under LPA Ref. 2007/3554/P – a positive commitment to strengthening relationships between the Residence, its neighbours and local stakeholders.
- 3.9 The primary purpose of the CLG will be to review the impact of the operations of the Residence on the local community. This builds upon the current function of the CLG during the academic term. It will be a forum to discuss areas of common concern in connection with the management of the building and any potential impact that the activities and behaviour of students and guests may from time to time have on the local environment.
- 3.10 The CLG will work to determine practicable solutions to problems identified, with the end operator subsequently taking responsibility for ensuring that the agreed actions are implemented.
- 3.11 CLG meetings will be held in line with the student academic year cycle at the management suite. The meetings will be administered and chaired by the Residence's management team, who will be responsible for producing and circulating appropriate agendas and subsequent minutes to all members. During every fourth quarterly meeting, the agenda shall include an annual review process where members can discuss how effective the CLG is and propose adjustments to its terms of reference and working practices where appropriate. The timing and frequency of meetings will be reviewed at each session.

4. Operational management

The welfare and pastoral care team from the Residence will also have responsibility for guests and visitors hospitality outside of the academic term. There will be a member of the team on duty every day to assist the staff and management to engender a pleasant environment as well as dealing with any incident of negative behaviour.

4.1 On site management and staff

- 4.1.1 The structure of the team outside of the academic term will be identical to the term time arrangements.
- 4.1.2 Overall responsibility for the management of the Residence will be with the Management and Services Team. Every member of staff, regardless of role or position, will be trained to be a first line of support for guests in relation to the day to day operation of the Residence.
- 4.1.3 The Residence will be fully staffed throughout the year. There is usually and will continue to be an increased staffing outside of the core academic period to support the needs of the business, such as periodic work and the deep cleaning that takes place at this time. The local community will therefore see no lessening of service, presence or communication outside of term time. All employment opportunities at the Residence will be advertised locally in the first instance.
- 4.1.4 All staff both permanent and temporary will be regularly briefed on the services, facilities and local businesses that may be of interest to guests and will promote local businesses and services throughout this period.
- 4.1.5 The site will have a 24 hour front of house service staffed by receptionists during the day and by two members of the security team during the night and at weekends.
- 4.1.6 This enables one person to patrol the building or respond to call outs while the other will maintain a presence at reception and vigilance on CCTV feeds.
- 4.1.7 The Residence's hospitality needs outside of the academic term will be delivered through the roles and responsibilities assigned to the Services team. The structure will be reviewed annually, with the most appropriate mix and number in each role being determined to ensure the highest standards of welfare, hospitality and management of guests.
- 4.1.8 A key responsibility of the team will be to monitor and deal with issues relating to uncontrolled behaviour, 24 hours a day.

4.2 Building access arrangements

- 4.2.1 The layout of the Residence will allow staff to monitor access, with a visible staff presence and a clear point of contact for guests.
- 4.2.2 Each guest will hold an access card for the building. This will allow staff to monitor guests and visitor access to the building and will provide a visible staff presence and point of contact.
- 4.2.3 A comprehensive internal and full external CCTV installation will be provided with night vision capability. Live feeds will be monitored from the main reception desk by the security team.

- 4.3 **Day-to-day monitoring: a discreet but effective security and behaviour monitoring role, encouraging appropriate behaviour, will be provided by all staff moving around the Residence during the day.**

- 4.3.1 To maintain a good quality living and working environment for all guests, bedrooms and communal areas of the building (including lifts, common rooms, lounges, townhouse kitchens, laundry, courtyard gardens, amenity space and all entry and exit points) will be inspected and cleaned regularly by a team of directly employed cleaning staff. This provides a further effective method for monitoring the welfare and behaviour of the students and guests.
- 4.3.2 As part of their role the General Manager and their service management team will perform daily inspections to ensure that;
- Operational staff are performing in accordance with applicable service level agreements;
 - Guests are benefiting from a good living and working environment free from the inconveniences caused by poor service delivery and disruptive behaviour;
 - Guests and neighbour issues are dealt with promptly and appropriately.
- 4.3.3 This will help guarantee that service delivery is to the management and guests' satisfaction. A focus on high quality service delivery, reducing response times and promoting a beneficial living environment for guests will have a positive impact on the local environment.

5. During occupation

5.1 Terms of occupation

- 5.1.1 All business outside of the academic term will be pre booked and no 'walk in' business will be allowed.
- 5.1.2 The guests staying during this period will, as part of the check in process, agree to a code of conduct included within the terms and conditions of the booking both group and individual.

5.2 Acceptable Behaviour

- 5.2.1 The encouragement of acceptable behaviour is critical to the success of the Management Team.
- 5.2.2 A living environment where all guests can enjoy their stay, considering and respecting others will be promoted. For example guests will be encouraged to bring headphones with them to listen to music.
- 5.2.3 The site management team will have complete discretion to decide immediately if the disturbance caused warrants further action such as formal warning, additional charges or termination of stay. Should a local resident have raised an issue with the site team and after their action remain dissatisfied with the decision of the site management team they will have the opportunity to appeal directly to the Operational Director or if on leave a nominee will investigate the issue and respond within no more than a week.
- 5.2.4 This will take a tiered approach and the management team will work closely with local residents who put forward a complaint such as when there is an individual within the premises making a persistent level of noise or disruption.
- 5.2.5 Procedurally and in the first instance the on site management team will investigate the grounds of the complaint and intervene by communicating directly with the

disruptive individual. Should the problem persist, the incident will be reported to a senior staff member who will take action as appropriate. During this process, feedback on action will be given to the local resident and a full investigation will be tabled. If there is clear misconduct, disciplinary procedures will be implemented which may result in the guest being asked to leave.

5.3 Maintenance issues

- 5.3.1 Where room repairs and/or maintenance is required, the front helpdesk will log the requirement and schedule a repair by the on-site maintenance staff, according to urgency.
- 5.3.2 Information relating to all Service Level Agreements and response times for maintenance repairs will be communicated to guests via their welcome packs.
- 5.3.3 Once a maintenance issue has been reported, information relating to progress and the outcome is updated by the helpdesk administrator, enabling those logging calls to be advised of progress.

6. Enhanced security

In addition to the 24 hour on-site security presence at the Residence, the following security measures will be put in place to enhance the safety of guests at all times.

6.1 Electronic access control

- 6.1.1 The Residence will feature an electronic access control system. This centrally managed system will allow areas for guests to be restricted to particular rooms or areas and can be time-sensitive.
- 6.1.2 Entry to and from the Residence, all common areas and individual flats, townhouses and bedrooms will be controlled. All guests will be issued with personal fobs, individually registered to the person and strictly controlled, at check in.
- 6.1.3 Access to areas not in use during the evening, will be prevented.
- 6.1.4 In the event of a key being lost or stolen, the system will cancel the original key and a new one will be issued to the guest.

6.2 CCTV & external lighting

- 6.2.1 A comprehensive perimeter CCTV system with night-vision capabilities will act as a deterrent to anti-social behaviour in the vicinity. It will also make it easier to identify anyone making a disturbance.
- 6.2.2 The Residence will have a comprehensive internal and external perimeter CCTV installation with full night-vision capability. Experience shows this to be a major deterrent.
- 6.2.3 Live feeds will be monitored on-site and can also be viewed remotely if required.
- 6.2.4 Recorded video data of all activity in and around the building will be stored for 1 month. This will support the on-site security presence. The CCTV system does not cover the garden area of the site.

6.3 Emergency contact

The reception desk will be manned 24 hours per day, with contact details provided to neighbours, should they need to contact our site security team in an emergency.

7. Operational processes

7.1 Operational procedures

- 7.1.1 The team will deliver the services all year round, not just during term time.
- 7.1.2 A set of standard policies and procedures will be utilised to ensure there is clarity and consistency in the way the management team operates. This will ensure guests have a positive and safe experience during their stay.
- 7.1.3 The policies and procedures cover all aspects of the management of the accommodation, from managing individual/group booking arrivals and departures to planning building maintenance and cleaning procedures.
- 7.1.4 Deliveries will be managed in line with the existing approved arrangements. Actual performance will be regularly audited.

7.2 Waste management

- 7.2.1 Waste generated at the site will be contained in a storage area located on the lower ground floor. Site management will ensure that waste collections will be at times that do not disturb neighbours unnecessarily early in the mornings. The new vehicle access and service area arrangements will ensure a forward gear only drive through approach to vehicle management.
- 7.2.2 A full preventative pest control regime will also be in place at the site.

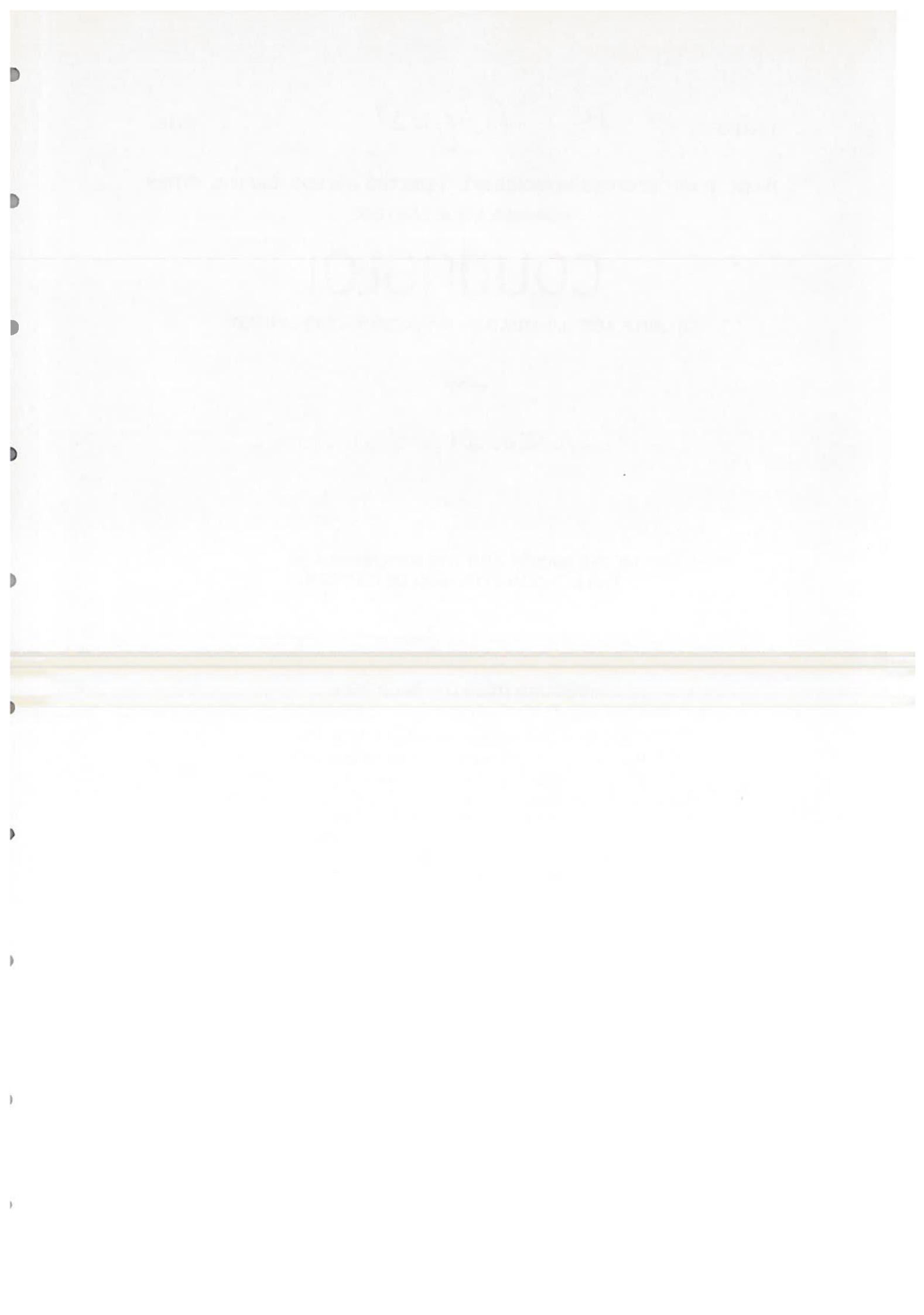
7.3 Vehicle management

- 7.3.1 Postal deliveries will be made directly to the reception post-boxes with parcels being handled by reception staff.
- 7.3.2 No parking will be provided at the Residence; guests will be reminded of the excellent transport links in the area, and will be encouraged to arrive by, depart by, and use public transport during their stay. There will be no coach drop off and pick-ups to ensure there is no adverse impact on the local highways. There will be no dedicated facility for taxis to pick up and drop off.
- 7.3.2 The Residence benefits from an on site laundry. Any additional servicing required in connection with non-student use would be synchronised with the Residence's usual servicing regime.

8. Health & safety

- 8.1 An external Health & Safety consultancy will undertake risk assessments of the Residence in the following areas:
 - Fire Risk Assessment (Fire Safety Regulatory Reform Order 2005);

- Health and Safety Risk Assessment including Control of Hazardous Substances;
 - Health (COSHH), Portable Appliance Testing (PAT) testing and Gas safety certification;
 - Legionellosis (water) Risk Assessment.
- 8.2 Comprehensive reports will be commissioned annually and all site safety issues will be managed in-house. The initial assessments will be undertaken annually, and will enable all required safety measures to be put in place as soon as possible.
- 8.3 To safeguard staff safety and compliance, all on-site staff at the Residence will undertake training in general Health & Safety issues as appropriate for their area of responsibility. All employees required to work during the night will be eligible for night working health assessments as required under the Health & Safety at work Act 1974.
- 8.4 Health & Safety procedures will be regularly audited both externally and internally to ensure compliance with legislation and best practice.



DATED

15 August

2016

**(1) LDC (CAPITAL CITIES NOMINEE NO. 1) LIMITED and LDC (CAPITAL CITIES
NOMINEE NO. 2) LIMITED**

-and-

(2) UNITE ACCOMMODATION MANAGEMENT 19 LIMITED

-and-

(3) LGIM COMMERCIAL LENDING LIMITED

-and-

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

SECOND DEED OF VARIATION

Relating to the agreement dated 2 June 2006
Between (1) the Mayor and the Burgesses of the
London Borough of Camden, (2)
Saddlerst Limited and (3) Bank Hapoalim B.M. London Branch
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
19 - 29 Woburn Place London WC1H 0AQ

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Head of Legal Services
London Borough of Camden
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London WC1H 9LP

Tel: 020 7974 1918
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