

DATED

6 JULY

2017

(1) ROYAL MAIL GROUP LIMITED

and

(2) NEW OXFORD STREET LIMITED

and

(3) DEUTSCHE PFANDBRIEFBANK AG

and

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 30 March 2015 between
(1) Royal Mail Group Limited and (2) New Oxford Street Limited and (3) Deutsche Bank AG
London and (4) the Mayor and the Burgesses of the London Borough of Camden as varied
by the First Deed of Variation dated 31 March 2017

under section 106 and 106A of the Town and
Country Planning Act 1990 (as amended)

Relating to development at premises known as
21-31 New Oxford Street London, WC1A 1BA

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1781.325 (final)



THIS DEED is made the 6th day of July 2017

BETWEEN:

1. **ROYAL MAIL GROUP LIMITED** (registered under company number 04138203) whose registered office is at 100 Victoria Embankment, London, EC4Y 0HQ (hereinafter called "the Freeholder") of the first part
2. **NEW OXFORD STREET LIMITED** (incorporated in Guernsey under company number 56277) of P.O. Box 60, Carinthia House, 9-12 The Grange, St Peter Port, Guernsey, GY1 4BF whose address for service in the United Kingdom is c/o Brockton Capital LLP, 89 Wardour Street, London, W1F 0UB (hereinafter called "the Leaseholder") of the second part
3. **DEUTSCHE PFANDBRIEFBANK AG** (incorporated in Germany) registered in the United Kingdom under number FC028655 of 20 Fenchurch Street, 23rd Floor, London, EC3M 3BY (hereinafter called the "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

- A. The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL727825 and the leasehold proprietor with title absolute of part of the Property under title number NGL896962.
- B. The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under title number NGL732336 subject to a charge to the Mortgagee.
- C. The Freeholder is the freehold owner and part leasehold owner of the Property and the Leaseholder is the leasehold owner of the Property and the Freeholder and the Leaseholder are interested in the Property for the purposes of Section 106 of the Act.

- D. The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated 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 the Existing Agreement as modified by this Deed.
- E. Pursuant to the Council, the Freeholder, the Leaseholder and Deutsche Bank AG London Branch (the Leaseholder's previous mortgagee) entering into the Original Agreement the Council granted the Original Planning Permission.
- F. The Council, the Freeholder, the Leaseholder and Deutsche Pfandbriefbank AG entered into the First Deed of Variation on 31 March 2017.
- G. The Council granted non-material amendments to the Original Planning Permission pursuant to section 96A of the Act on 19 September 2016 (reference 2016/2130/P) and on 18 January 2017 (reference number 2016/6646/P) and on 13 January 2017 (reference number 2016/6206/P) and 31 March 2017 (reference 2016/0713/P).
- H. The Leaseholder has submitted an application for the Fifth Non-Material Amendment in respect of the Property to amend the Existing Planning Permission.
- I. The Mortgagee as mortgagee under a legal charge registered against title number NGL732336 and dated 22 December 2015 has agreed to enter into this Deed for the purpose only of recording its consent to this Deed becoming binding upon the Property on the terms hereinafter appearing.
- J. The Leaseholder shall hereinafter be called "the Owner".

NOW IT IS HEREBY AGREED and WITNESSED as follows:

1 LEGAL EFFECT AND INTERPRETATION

1.1 This Deed is made in pursuance of Section 106A of the Act.

1.2 The planning obligations in the Existing Agreement as modified by this Deed shall be enforceable by the Council against the Owner as provided therein and against any

person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

1.3 Save as expressly stated otherwise all words and expressions used in this Deed shall have the same meaning as in the Existing Agreement.

1.4 For the purposes of this Deed the following words and expressions shall have the meanings assigned unless the context states otherwise:

Annex 1	the annex numbered "Annex 1" attached to this Deed
this Deed	this second deed of variation to the Existing Agreement made pursuant to Section 106A of the Act
Existing Agreement	the Original Agreement as varied by the First Deed of Variation
Existing Planning Permission	the Original Planning Permission granted by the Council for development at the Property by a notice dated 30 March 2015 and having the reference number 2014/5946/P as modified under non-material amendments pursuant to 96A of the Act
First Deed of Variation	the deed dated 31 March 2017 between the Council, the Freeholder, the Leaseholder and Deutsche Pfandbriefbank AG pursuant to Sections 106 and 106A of the Act to vary the Original Agreement
Fifth Non-Material Amendment	the application under section 96A of the Act having reference number 2017/2949/P to amend the Existing

	Planning Permission
Original Agreement	the agreement dated 30 March 2015 between Royal Mail Group Limited, New Oxford Street Limited, Deutsche Bank AG London and the Council entered into pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980 and other relevant powers
Original Planning Permission	the planning permission granted by the Council for development at the Property by a notice dated 30 March 2015 and having the reference number 2014/5946/P
Parties	Royal Mail Group Limited, New Oxford Street Limited, Deutsche Pfandbriefbank AG and the Council being the parties to this Deed and shall include their successors in title, transferees and assigns

2 VARIATION OF THE EXISTING AGREEMENT FROM THE DATE OF THIS DEED

With effect from the date of this Deed, the Existing Agreement shall be varied as follows:

2.1 the definition at clause 2.8 shall be **varied** to the following:

"the Certificate of Practical Completion" the certificate, or in aggregate the sectional certificates, issued by the Owner's contractor or architect or project manager certifying that the Development has been completed to Shell and Core

2.2 the definition at clause 2.28 shall be **varied** to the following:

"the Highways Contribution" the sum of £603,000 (six hundred and three thousand pounds) to be paid by the Owner to the

Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out of the Highways Works (including any statutory consultation and notification that needs to be carried out) and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertaker's works and excludes any statutory undertaker's costs

2.3 the following definition shall be **added** to the Existing Agreement:

"2.28A "the Highway Works"

subject to clause 5.6 works to the Public Highway consisting of:

- (i) resurfacing those parts of the carriageways on High Holborn, Museum Street and New Oxford Street as identified hatched red and blue on Plan 1 annexed hereto;
- (ii) the construction of a new vehicular access to the Development on High Holborn and the removal of the existing vehicular accesses from New Oxford Street;
- (iii) repaving (in concrete paving or a higher quality material) of those parts of the public footpaths around the perimeter of the Property and for the avoidance of doubt to include repaving of those parts of the public footpaths on the western side of Museum Street south of West Central Street as identified hatched red and blue on Plan 1 annexed hereto;
- (iv) subject to compliance with statutory processes, works to create a raised table

on Museum Street the indicative position and kerb height of which are shown on Plan 2 annexed hereto;

- (v) if practicable (in the opinion of the Council) the relocation from Museum Street and if relocation is not practicable an appropriate high quality solution for the screening or housing so that they are not visible from the opposite side of Museum Street, of the public recycling bins at the junction of the south end of Museum Street and High Holborn;
- (vi) subject to consultation and agreement in writing between the Council and the Owner in respect of future maintenance, landscaping works within the public highway on Museum Street to improve the visual appearance of Museum Street and in particular to screen the bin stores in the Travelodge building (if such works are necessary because the bin stores have not otherwise been relocated); and
- (vii) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required by the Council

2.4 the definition at clause 2.18 shall be **varied** to the following:

"the Development"

remodelling, refurbishment and extension of existing former postal sorting office (Sui-generis use), including formation of new public roof terrace, private terraces, wintergardens, roof top plant and new entrances in connection with the change of use of the building to offices (Class

B1), retail/restaurant/doctors' surgery uses (Classes A1/A3/D1) and 21 affordable housing units (Class C3), along with associated highway, landscaping, and public realm improvement works as shown on drawings Acoustic Report (RP/230602/004); Air Quality Assessment (RP/230602/004); Construction Management Plan (RP/230602/004); Energy Statement (RP/230602/001); Flood Risk Assessment (RP/230602/006); Housing Study (September 2014); Townscape and Visual Impact Assessment (September 2014); Town Planning Statement (LJW/ANE/HBR/J6936); Transport Assessment (RP/230602/007); Landscape Statement (September 2014); London Housing Design Guide Audit (September 2014); Statement of Community Involvement (September 2014); Sustainability Statement (RP/230602/004); Design and Access Statement (September 2014); Daylight and Sunlight Statement (September 2014); Financial viability assessment (September 2014); Design and Access Statement - Addendum (December 2014); Daylight and Sunlight - Addendum (December 2014); Landscape Statement - Addendum (December 2014); Transport Assessment Addendum (December 2014); Townscape and Visual Impact Assessment Addendum (December 2014); Pedestrian Impact Assessment by Space Syntax (December 2014); View studies -St Georges Church (January 2015)

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556 as varied by the Non-Material Amendment
and as may be varied by the Fifth Non-Material
Amendment or any further amendment pursuant
to section 96A of the Act

2.5 the definition at clause 2.56 of the Existing Agreement shall be **varied** to the following:

"Reasonable Endeavours"

where there is a reasonable endeavours obligation on the part of the Owner or the Council in this Agreement the Owner or Council (as appropriate) shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and or sums of money and the engagement of such professional advisers as in all the circumstances may be reasonable and where the Owner or Council (as appropriate) cannot fulfil the objective of the obligation in full or in part then on the Owner or Council (as appropriate) shall provide to the Owner or Council (as appropriate) an explanation in writing of the steps it has undertaken in carrying out its reasonable endeavours obligations

2.6 a new definition shall be added at clause 2.75A of the Existing Agreement as follows:

"Fifth Non-Material Amendment" the application under section 96A of the Act having reference number 2017/2949/P

2.7 the following clause of the Existing Agreement shall be **varied** as follows:

"4.8 HIGHWAYS

4.8.1 Prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.8.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.

4.8.3 For the avoidance of doubt the Owner acknowledges that the Council as highway authority has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.8.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.8.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.8.6 From 1st October 2018 (or such later date as confirmed to the Owner by the Council in writing) to ensure that those parts of the Public Highway shown hatched dark blue on Plan 3 annexed hereto shall be clear from any structure, fence, works, plant, machinery or similar items within the control of the Owner (or within the control of another person under permission of the Owner) so that the Council may carry out any works it howsoever chooses to the Public Highway without impediment or delay."

2.8 the following clause shall be **added** to the Existing Agreement:

"5.4 The Council shall use Reasonable Endeavours to: (a) finalise the design proposals for the Highway Works as soon as reasonably practicable (b) respond promptly to requests to be updated about the progress of design of the Highway Works (c) (if requested to do so by the Owner) meet with the Owner to discuss the design proposals for the Highway Works and the interaction between the Highway Works and the Development (d) consider any representations made by the Owner on the proposed design proposals for the Highway Works (e) consult the Owner and its contractors on the programme for carrying out and completing the Highway Works and consider any representations made by the Owner on the programme (f) consider any reasonable recommendations from the Owner on the final design of the Highway Works (g) carry out and complete the Highway Works and (h) complete the Highway Works by 1 December 2018 subject to the Council not being prevented from commencing and continuing with the Highway Works in accordance with its programme as a result of the Development or other factors not reasonably foreseeable or beyond the Council's control."

- 2.9 the following clause shall be **added** to the Existing Agreement:
- “5.5 The Council shall use Reasonable Endeavours to: (a) respond promptly to requests to be updated about the design of and construction programme for the High Holborn Improvements and the New Oxford Street Improvements (b) carry out and complete the High Holborn Improvements and the New Oxford Street Improvements and (c) complete the High Holborn Improvements and New Oxford Street Improvements by 1 December 2018 subject to the Council not being prevented from commencing and continuing with the High Holborn Improvements and New Oxford Street Improvements in accordance with its programme as a result of the Development or other factors not reasonably foreseeable or beyond the Council’s control.”
- 2.10 the following clause shall be **added** to the Existing Agreement:
- “5.6 The design, programming and execution of the Highway Works shall, , insofar as they relate to the land shown hatched blue on Plan 1 annexed hereto, be subject to the Owner securing all necessary consents from the relevant land owners to such works, include the design and programming of improvement works to the highway land on Museum Street in front of the Travelodge building as shown hatched blue on Plan 1 annexed hereto.”
- 2.11 clause 8.2 of the Existing Agreement shall be **varied** to the following:
- “8.2 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the whole or any part of the Affordable Housing Units nor any receiver (including an administrative receiver) appointed by such Chargee or on any other person appointed under any security documentation to enable such Chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each “a Receiver”) or any persons or bodies deriving title from such Chargee or Receiver PROVIDED that the following conditions have been satisfied:
- (i) in the event of the Registered Provider entering into liquidation or having a Receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any Receiver shall give notice to the Council of its intention to dispose (“the Default Notice”);

- (ii) in the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units
- (iii) if the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any Receiver take possession of the Affordable Housing Units as appropriate or otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee or Receiver and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee or Receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.”

2.12 clause 8.5 of the Existing Agreement shall be **varied** to the following:

“8.5 The relevant Registered Provider shall use all Reasonable Endeavours to apply any monies received by the Registered Provider in respect of the sale to a tenant under a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council’s reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).”

2.13 Plan 1, Plan 2 and Plan 3 at Annex 1 to this Deed shall be treated as annexed to the Existing Agreement.

2.14 subject to Clause 3, in all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

3 FURTHER CONDITIONAL VARIATION OF THE EXISTING AGREEMENT

In the event that the Council issues a notice granting the Fifth Non-Material Amendment, the Existing Agreement shall be varied as follows:

3.1 the definition at clause 2.16 shall be varied to the following:

“the Crossrail Contribution”

“the sum of £3,294,350 (three million two hundred and ninety four thousand and three hundred and fifty pounds) to be paid by the Owner to the Council (acting as collecting authority for the Mayor of London) in accordance with the terms of this Agreement and in the event of receipt to be paid by the Council to the Mayor of London”

4 MORTGAGEE CONSENT

The Mortgagee hereby consents to the completion of this Deed and its registration at the Land Registry in any register of title comprising the Property and for the avoidance of doubt the Mortgagee, any subsequent mortgagee or chargee from time to time or a receiver or agent appointed to act on its behalf as the case may be of the whole or part of the Property shall incur no liability to perform any of the covenants or obligations under this Deed unless and until it becomes a successor in title to the Owner or mortgagee in possession in which case it too shall be bound by such covenants or obligations as if it were a person deriving title from the Owner and all other parties to this Deed acknowledge the same.

5 MISCELLANEOUS PROVISIONS

5.1 This Deed shall be registered as a Local Land Charge.

5.2 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Deed in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Deed in the Charges Register of the title to the Property.

- 5.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Deed on or prior to the date of completion of this Deed.
- 5.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply this Deed.
- 5.5 This Deed is governed by and shall be interpreted in accordance with the laws of England.

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

Signed as a deed by Toni Lyng as attorney for Royal Mail Group Limited under a power of attorney dated 24 March 2017 in the presence of:

Toni Lyng
.....
Signature of Toni Lyng as attorney for Royal Mail Group Limited

Paul Jerrap
.....
Signature of witness

Name of witness: *Paul Jerrap*
Address of witness: 1 Broadgate, London, EC2M 2QS
Occupation of witness: *Solicitor*

SIGNED as a deed on behalf of)
NEW OXFORD STREET LIMITED)
a company incorporated in Guernsey)
by)
Chris McErlane.....)
and)
Luke Jager.....)
being persons who, in accordance)
the laws of the territory, are acting)
under the authority of the company)

[Signature]
.....
For and on behalf of
Aztec Financial Services (Guernsey) Limited
As Secretary

SIGNED as a deed on behalf of)
DEUTSCHE PFANDBRIEFBANK AG)
a company incorporated in the)
Federal Republic of Germany)
by)
..... MICHAEL MURNANE)
and)
..... James Bucke)
being persons who, in accordance)
the laws of the territory, are acting)
under the authority of the company)

[Handwritten signature]
[Handwritten signature]

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

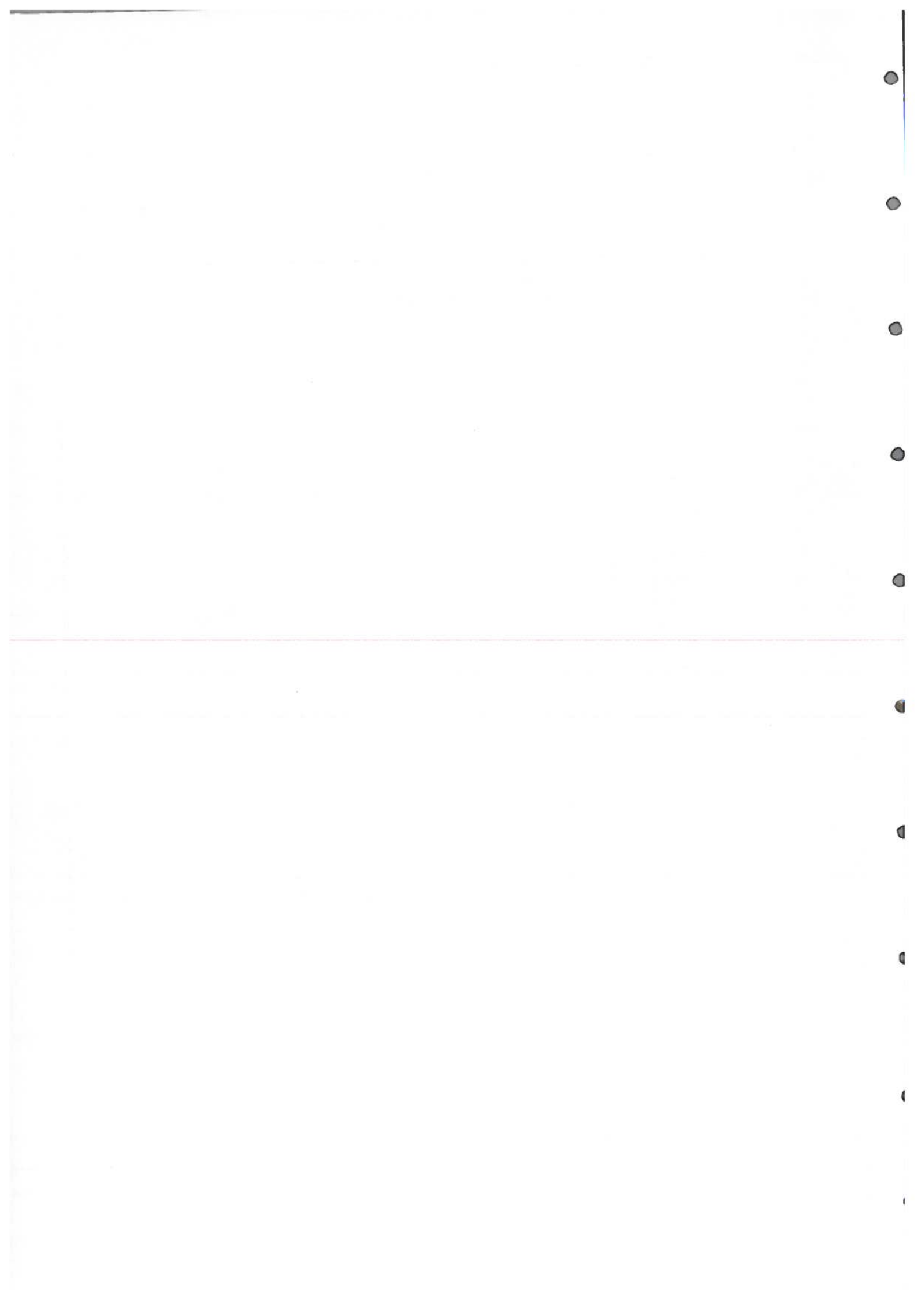
..... *[Handwritten signature]*)
Authorised Signatory



OFFICE OF THE
SHERIFF
COUNTY OF CALIFORNIA

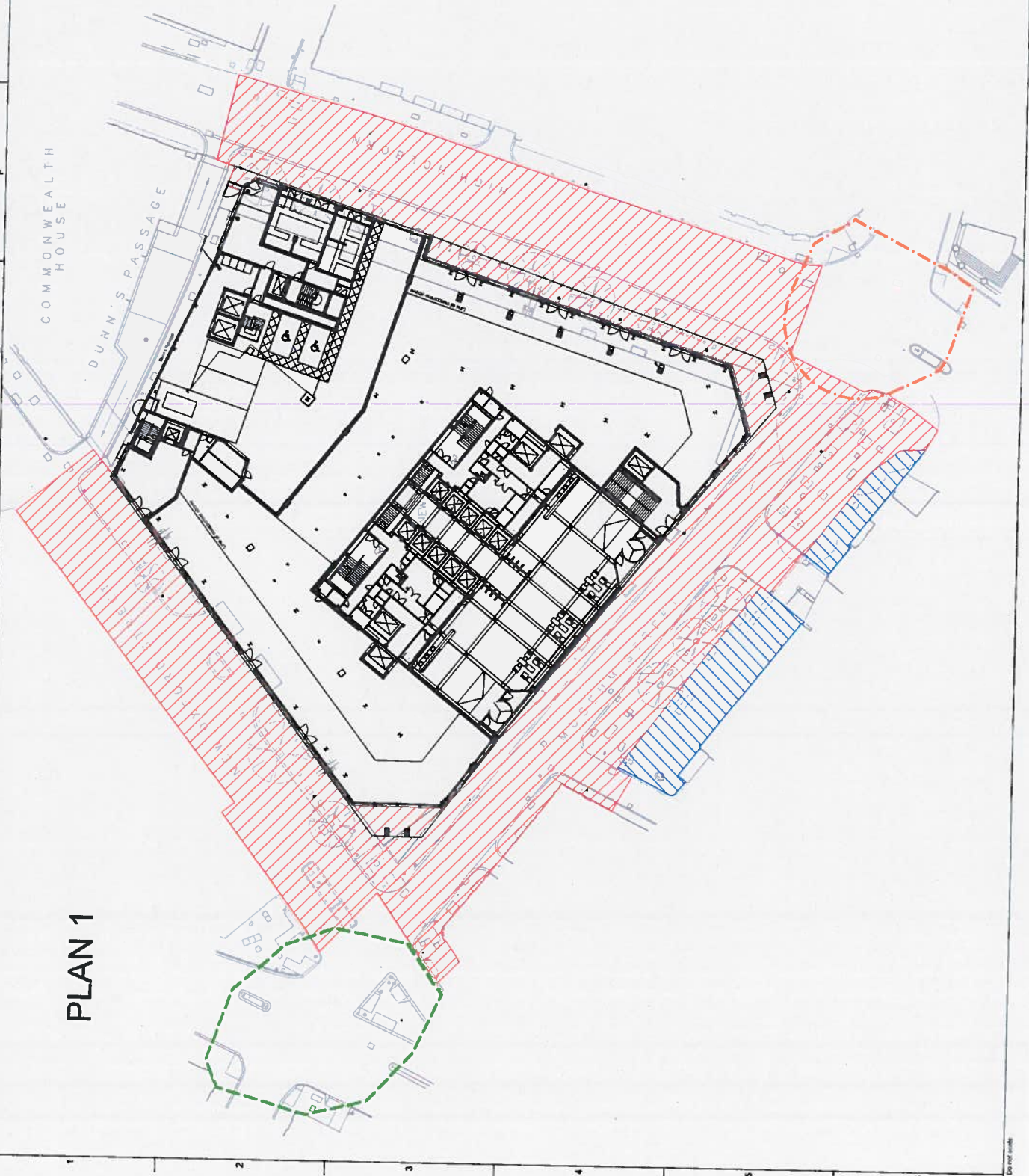
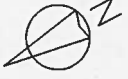
ANNEX 1

Plan 1, Plan 2 and Plan 3







A B C D E F G

PLAN 1



Key

-  Area of public highway to be improved
-  Works to take place on private land
-  Junction works
Bloomsbury Way / New Oxford St / Museum St (indicative)
-  Junction works
High Holborn / Museum St / Drury Lane (indicative)

Issue	Date	By	Checked	App'd
P4	26/05/17	ALH	AG	MR
P3	12/12/16	ANW	AG	MR
P2	29/11/16	ANW	AG	MR
P1	25/11/16	ANW	AG	MR

ARUP

13 Avenue Street
London W1T 4EQ
Tel: +44(0)20 7658 1031 Fax: +44(0)20 7300 3274
www.arup.com

Client
New Oxford St Ltd

Site No.
21-31 New Oxford St

Area of Public Highway to be Improved

Scale at A3
1:500

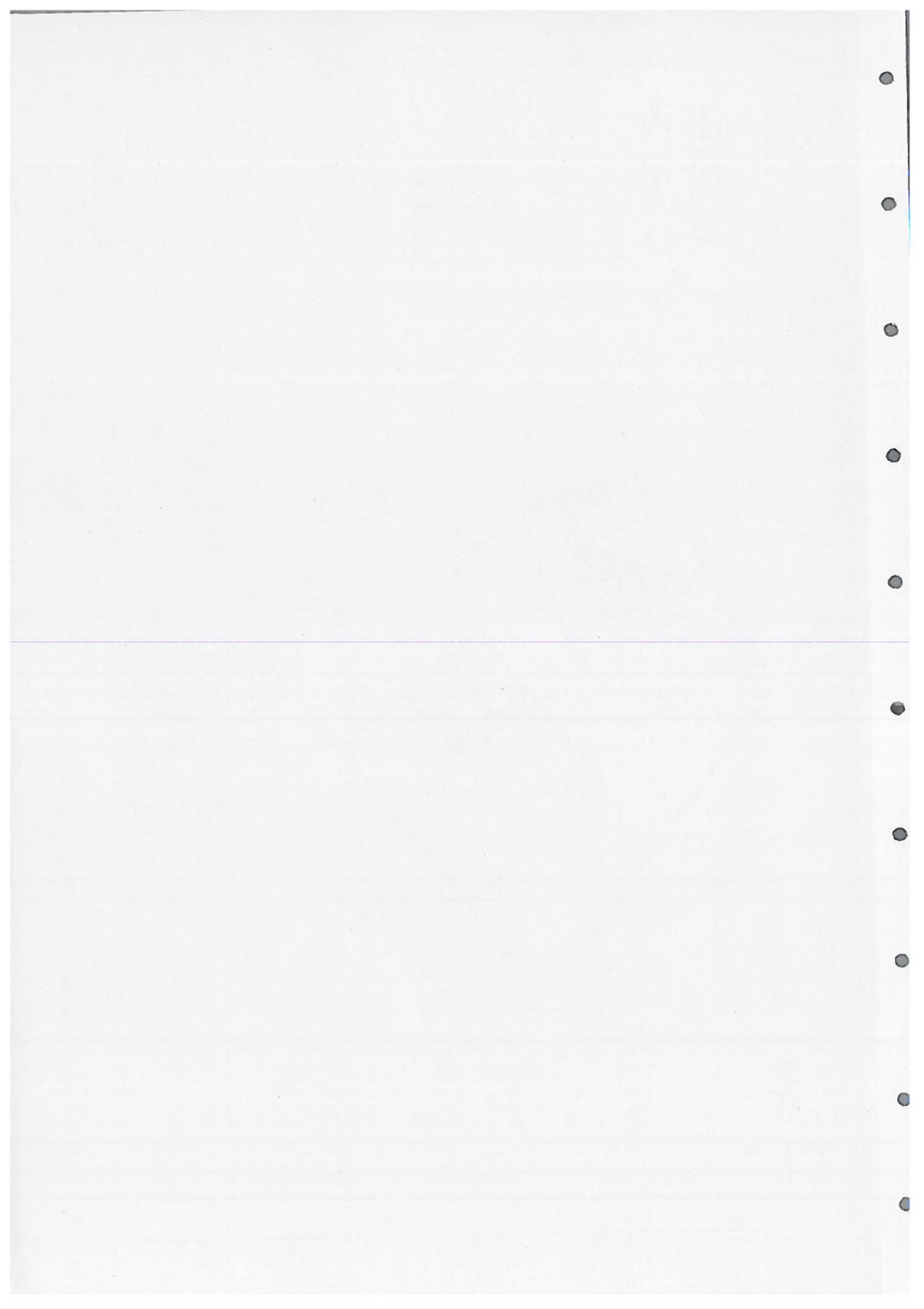
Discipline
Transport Planning

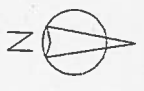
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Drawing Status
Preliminary

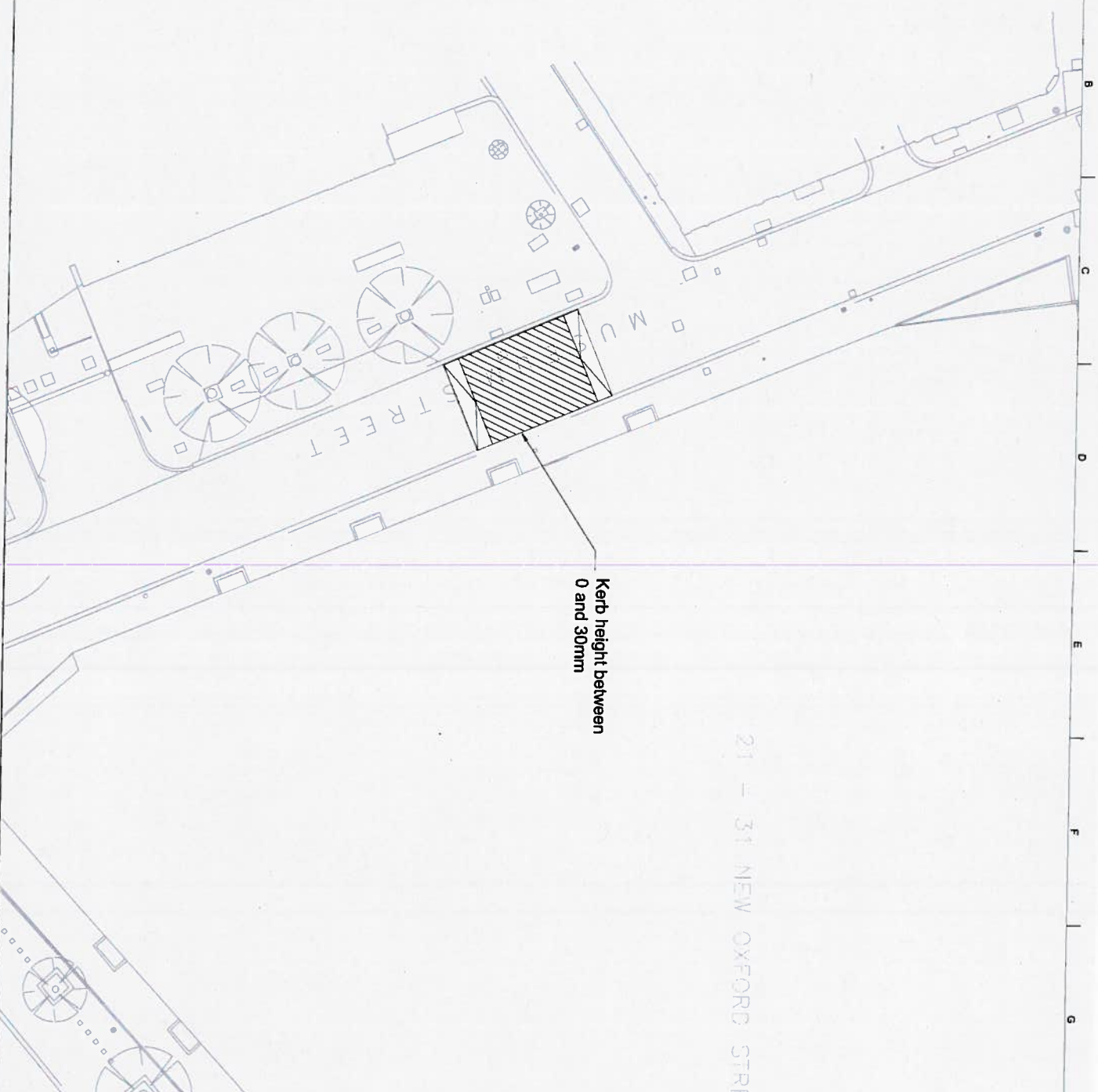
Drawing No
230602-00-45

Issue
P4





PLAN 2



Kerb height between
0 and 30mm

21 - 31 NEW OXFORD STREET

P1	04/11/16	ANW	AG	MR
Issue	Date	By	Check	App'd

ARUP

15, BERNINA STREET
 1000 WEST HAVEN
 TEL: +44(0)20 7766 1541 FAX: +44(0)20 7766 3004
 www.arup.com

Client
New Oxford St Ltd

Site Title
21-31 New Oxford St

Raised Table (Indicative)

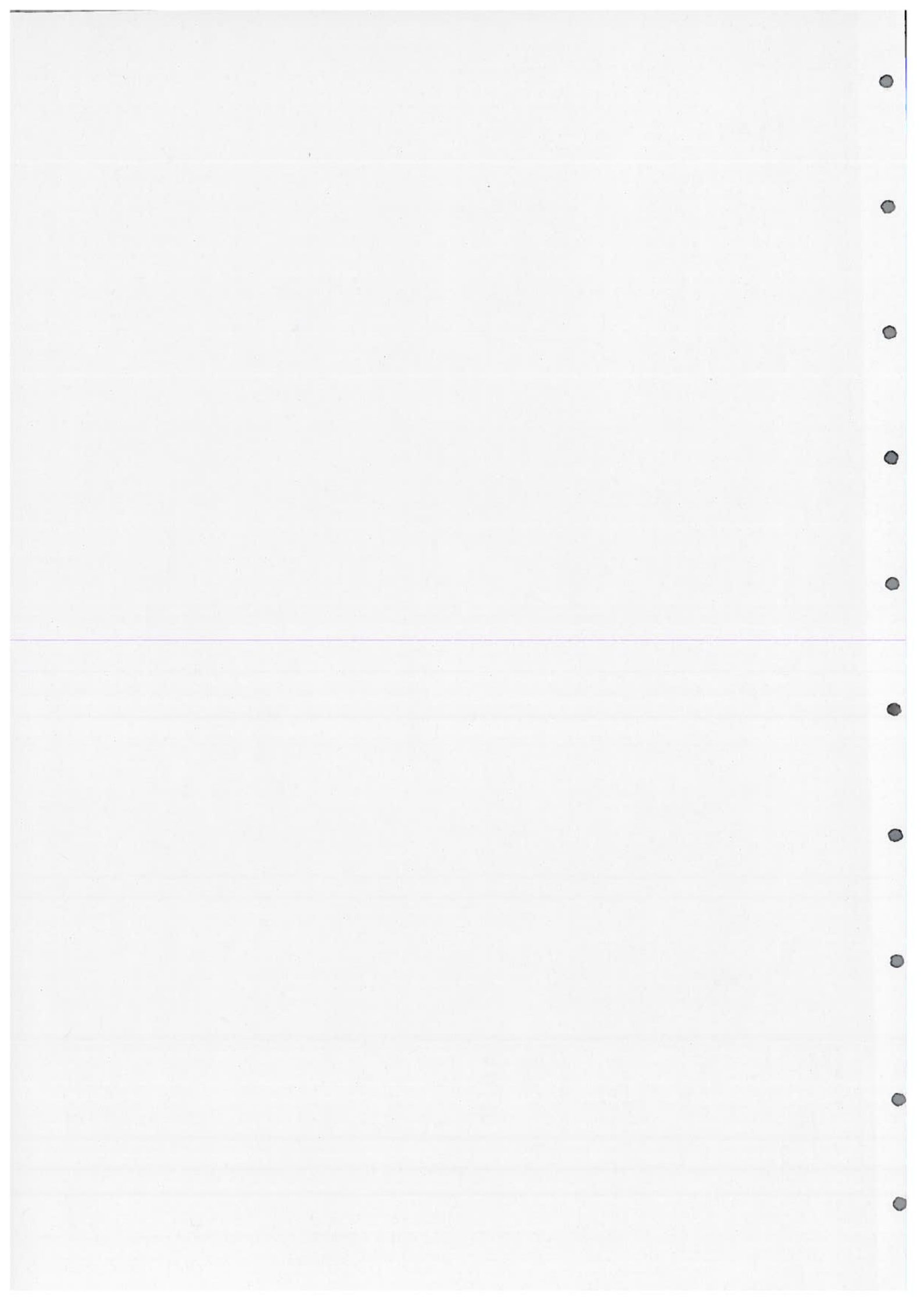
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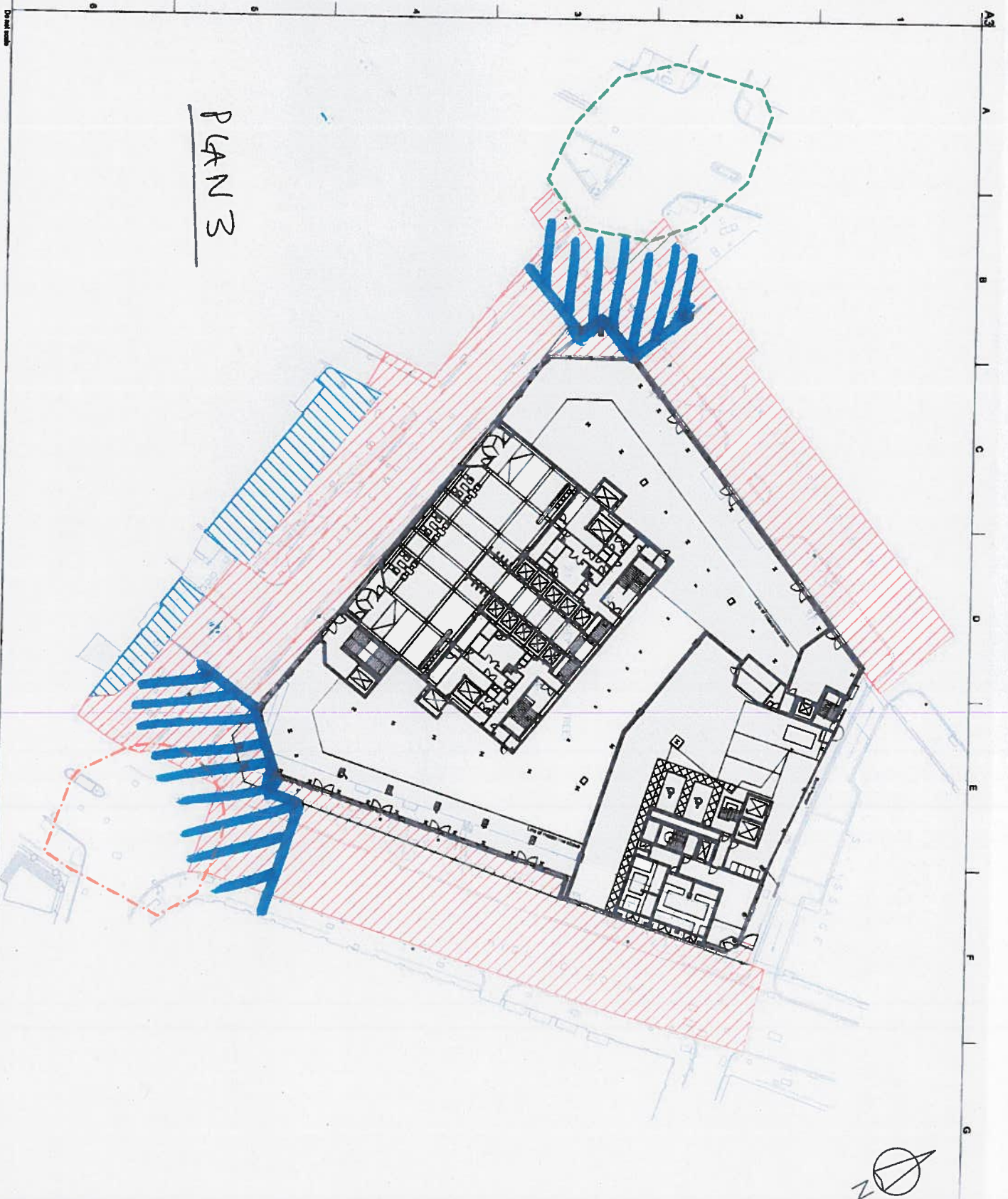
Discipline **Transport Planning**

Job No **230802** Drawing Status **Preliminary**

Drawing No **230802-00-44**

Issue **P1**









PLAN 3



Key

-  Area of public highway to be improved
-  Works to take place on private land
-  Junction works
Bloomsbury Way / New Oxford St / Museum St (indicative)
-  Junction works
High Holborn / Museum St / Drury Lane (indicative)

Level	Date	By	Checked	App'd
P4	28/05/17	ALH	AG	MR
P3	12/12/16	ANW	AG	MR
P2	29/11/16	ANW	AG	MR
P1	29/11/16	ANW	AG	MR

ARUP

15 Bishopsgate
London EC2N 3DL
Tel: +44(0)20 7551 1000
www.arup.com

Client
New Oxford St Ltd

Job Title
21-31 New Oxford St

Area of Public Highway to be Improved

Scale of A3 1:500

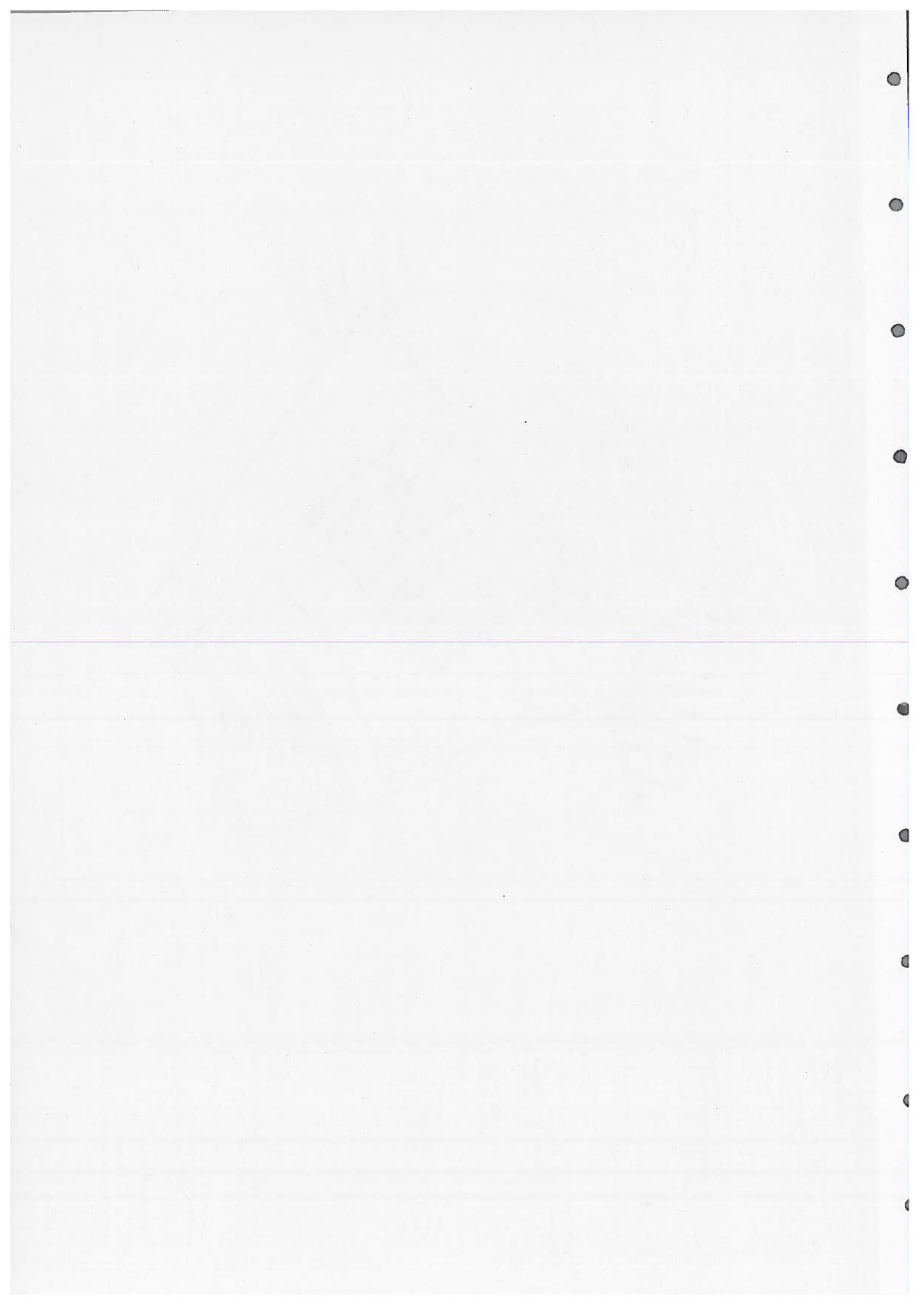
Description
Transport Planning

Job No
230802

Drawing Status
Preliminary

Drawing No
230802-00-45

Sheet
P4





DATED

6 JULY

2017

(1) ROYAL MAIL GROUP LIMITED

and

(2) NEW OXFORD STREET LIMITED

and

(3) DEUTSCHE PFANDBRIEFBANK AG

and

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 30 March 2015 between
(1) Royal Mail Group Limited and (2) New Oxford Street Limited and (3) Deutsche Bank AG
London and (4) the Mayor and the Burgesses of the London Borough of Camden as varied
by the First Deed of Variation dated 31 March 2017

under section 106 and 106A of the Town and
Country Planning Act 1990 (as amended)

Relating to development at premises known as
21-31 New Oxford Street London, WC1A 1BA

Andrew Maughan
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