

DATED

18TH JULY

2017

(1) MOUNT ANVIL (KIDDERPORE) LIMITED
(2) NEWLON HOUSING TRUST

-and-

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 6 April 2016 as varied amended by the Deed
of Variation dated 13 September 2016 between
the Mayor and the Burgesses of the
London Borough of Camden and Mount Anvil (Kidderpore) Limited
under section 106 of the Town and Country Planning Act 1990 (as amended) relating to
development at premises known as

**KINGS COLLEGE HAMPSTEAD FORMER STUDENT RESIDENCE, KIDDERPORE
AVENUE, LONDON NW3 7SU**

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

Tel: 020 7974 6007

Legal/ JL/ 1781.516
DoV v FINAL

THIS DEED is made on the 18th day of July

2017

BETWEEN

- (1) **MOUNT ANVIL (KIDDERPORE) LIMITED** (Jersey company registration number 116255) of 44 The Esplanade, St Helier, Jersey, JE4 9WG and whose address for service in the UK is Mount Anvil Ltd, 140 Aldersgate Street, London, EC1A 4HY (hereinafter called "**the Owner**") of the first part;
- (2) **NEWLON HOUSING TRUST** (Industrial and Provident Society Number 18449R) whose head office is situated at Newlon House, 4 Daneland Walk, Hale Village, London N17 9FE (hereinafter called "**the Association**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "**the Council**") of the second part.

together "the Parties"

WHEREAS:

- 1.1 The Council and the Owner entered into an agreement dated 6 April 2016 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and entered into a deed of variation to vary the terms of the Existing Agreement on 13 September 2016 ("the Existing Agreement")

- 1.2 ~~The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL701723.~~ *on 7 October 2016 the Owner sold the freehold of the Property to Avon Ground Rents Limited + entered into a 999 year lease of the Property* (LBC)

- 1.3 The Association has contracted to purchase the Affordable Housing Units from the Owner.

- 1.4 The Owner and the Association are both interested in the Property for the purposes of Section 106 of the Planning Act.

- 1.5 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.

1.6 This Deed 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 The Owner and the Association now wish to vary the terms of the Existing Agreement and 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 References in this Deed to the Owner shall include their successors in title.

2.7 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.7.1 "Deed"	this Deed of Variation made pursuant to Section 106A of the Act
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2.7.2 "Existing Agreement" the agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 6 April 2016 made between the Council and the Owner as varied by the First Deed of Variation

2.7.3 "First Deed of Variation" the agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 13 September 2016 made between the Council and the Owner

3. VARIATION TO THE EXISTING AGREEMENT

3.1 The Parties agree that from the date of this Deed the Existing Agreement shall be varied as follows:-

3.2 Clause 1.6 of the Existing Agreement shall be deleted and replaced with the following clause:-

3.3

"Affordable Housing Plan"	the plan of the Affordable Housing Units (drawing references: 157780 PL-LCH-700 REV1, 157780 PL-LCH-701 REV1, 157780 PL-LCH-702 REV1, 15230 9000-DRG-03RF-BO010 Rev T2, 15230 9000-DRG-03RF-GF010 Rev T4, 15230 9000-DRG-03RF -01010 Rev T2) attached at Appendix 3
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3.4 Clause 5.5.2(a) of the Existing Agreement shall be amended by the replacement of the words "administrative receiver" with the word "administrator"

3.5 Clause 5.5.2(c) of the Existing Agreement shall be deleted and replaced with the following clause:-

5.5.2(c) If the Council having failed to complete the transfer of the Affordable Housing Units to another Affordable Housing Provider at a price sufficient to redeem the mortgage owed to the Affordable Housing Provider's Chargee together with all associated interest fees and expenses within the Specified Period then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee 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 IT FURTHER BEING AGREED that any person claiming title from a Chargee, receiver or administrator 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 5 of this Agreement (as appropriate) as will any person deriving title therefrom ALWAYS PROVIDED THAT the Chargee, receiver or administrator shall co-operate with any arrangements for transfer of the Affordable Housing Unit and use its reasonable endeavours to secure such a transfer.

3.6 Clause 5.6.3 of the Existing Agreement shall be deleted and replaced with the following clause:-

5.6.3 The Owner will not Occupy or permit the Occupation of the Private Housing Units in the Rosalind Franklin Hall Building until the works of construction conversion and fitting out of the Intermediate Housing Units have been completed in accordance with the requirement of Sub-Clause ~~Error! Reference source not found.~~ 5.6.1 hereof and the Owner has confirmed that the Intermediate Housing Units are being provided in accordance with clause 5.2

3.7 The plan (drawing reference PL-QMH-700 Rev 2) attached to Appendix 3 of the Existing Agreement shall be removed and replaced with the plan attached at the Appendix to this Deed.

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

4 PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner and the Association agree to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed

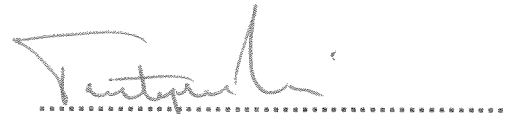
5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Deed 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 has executed this instrument as a Deed the day and year first before written.

EXECUTED AS A DEED BY)
MOUNT ANVIL (KIDDERPORE) LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....
Director


.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY
NEWLON HOUSING TRUST
acting by a Director and its Secretary
or by two Directors

)
)
) Carole E Pennock
.....
Director

.....
Director

.....
Director/Secretary

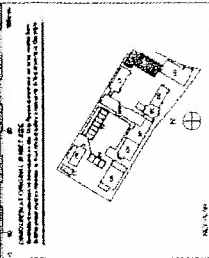
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:



)
)
) P. Alexander
.....
Authorised Signatory

APPENDIX

AFFORDABLE HOUSING PLAN



1:1000

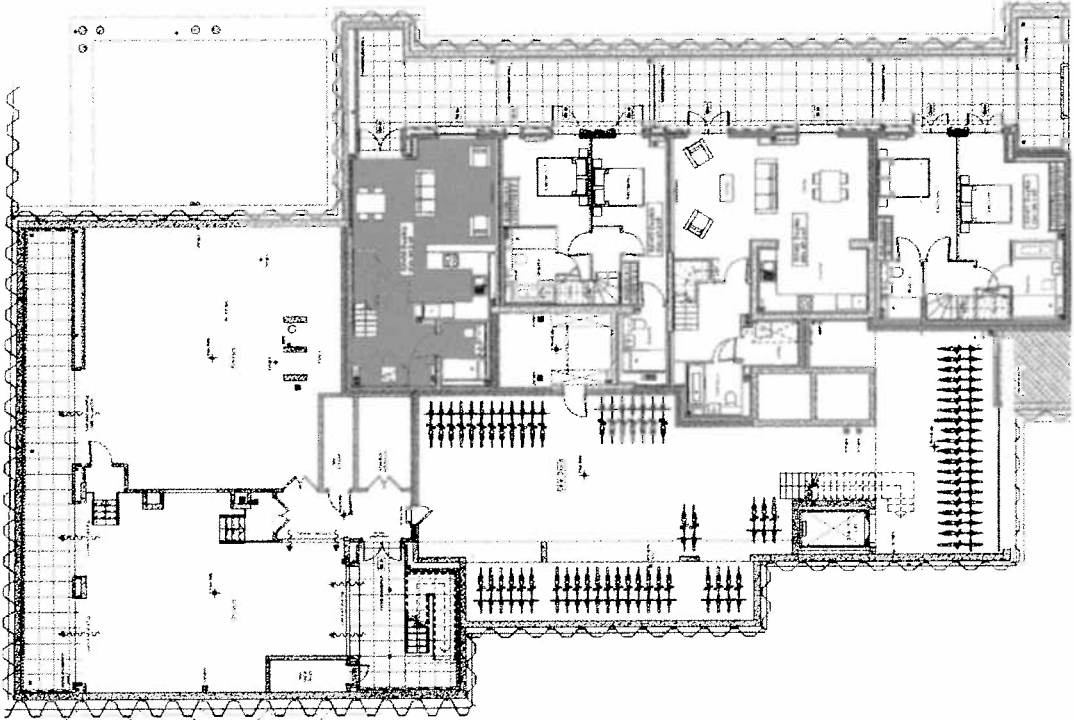
NO.	DESCRIPTION	AREA (SQ. M)	TYPE
1	Office	120.00	Office
2	Reception	40.00	Office
3	Meeting Room	60.00	Office
4	Break Room	80.00	Office
5	Storage	100.00	Office
6	Corridor	150.00	Office
7	Staircase	100.00	Office
8	Restroom	20.00	Office
9	Plant Room	100.00	Office
10	Garage	200.00	Office
11	Car Park	1000.00	Office
12	Landscaping	500.00	Office
13	Roof	1000.00	Office
14	External Walls	1000.00	Office
15	Internal Walls	1000.00	Office
16	Floors	1000.00	Office
17	Windows	1000.00	Office
18	Doors	1000.00	Office
19	Stairs	1000.00	Office
20	Plant	1000.00	Office
21	Garage	1000.00	Office
22	Car Park	1000.00	Office
23	Landscaping	1000.00	Office
24	Roof	1000.00	Office
25	External Walls	1000.00	Office
26	Internal Walls	1000.00	Office
27	Floors	1000.00	Office
28	Windows	1000.00	Office
29	Doors	1000.00	Office
30	Stairs	1000.00	Office
31	Plant	1000.00	Office
32	Garage	1000.00	Office
33	Car Park	1000.00	Office
34	Landscaping	1000.00	Office
35	Roof	1000.00	Office
36	External Walls	1000.00	Office
37	Internal Walls	1000.00	Office
38	Floors	1000.00	Office
39	Windows	1000.00	Office
40	Doors	1000.00	Office
41	Stairs	1000.00	Office
42	Plant	1000.00	Office
43	Garage	1000.00	Office
44	Car Park	1000.00	Office
45	Landscaping	1000.00	Office
46	Roof	1000.00	Office
47	External Walls	1000.00	Office
48	Internal Walls	1000.00	Office
49	Floors	1000.00	Office
50	Windows	1000.00	Office
51	Doors	1000.00	Office
52	Stairs	1000.00	Office
53	Plant	1000.00	Office
54	Garage	1000.00	Office
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56	Landscaping	1000.00	Office
57	Roof	1000.00	Office
58	External Walls	1000.00	Office
59	Internal Walls	1000.00	Office
60	Floors	1000.00	Office
61	Windows	1000.00	Office
62	Doors	1000.00	Office
63	Stairs	1000.00	Office
64	Plant	1000.00	Office
65	Garage	1000.00	Office
66	Car Park	1000.00	Office
67	Landscaping	1000.00	Office
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70	Internal Walls	1000.00	Office
71	Floors	1000.00	Office
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73	Doors	1000.00	Office
74	Stairs	1000.00	Office
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76	Garage	1000.00	Office
77	Car Park	1000.00	Office
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79	Roof	1000.00	Office
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82	Floors	1000.00	Office
83	Windows	1000.00	Office
84	Doors	1000.00	Office
85	Stairs	1000.00	Office
86	Plant	1000.00	Office
87	Garage	1000.00	Office
88	Car Park	1000.00	Office
89	Landscaping	1000.00	Office
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91	External Walls	1000.00	Office
92	Internal Walls	1000.00	Office
93	Floors	1000.00	Office
94	Windows	1000.00	Office
95	Doors	1000.00	Office
96	Stairs	1000.00	Office
97	Plant	1000.00	Office
98	Garage	1000.00	Office
99	Car Park	1000.00	Office
100	Landscaping	1000.00	Office



MOOR ANVIL LTD

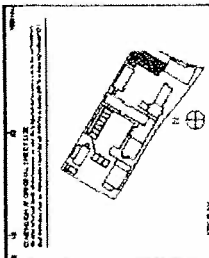
KIDDERMORE AVENUE

15, 230
9000 RGC CORP B0010



Tenure Legend
 Intermediate Housing Units





REF PLAN

NO.	REVISION	DATE
1	ISSUED FOR TENDER	15/11/2011
2	ISSUED FOR TENDER	15/11/2011
3	ISSUED FOR TENDER	15/11/2011
4	ISSUED FOR TENDER	15/11/2011
5	ISSUED FOR TENDER	15/11/2011
6	ISSUED FOR TENDER	15/11/2011

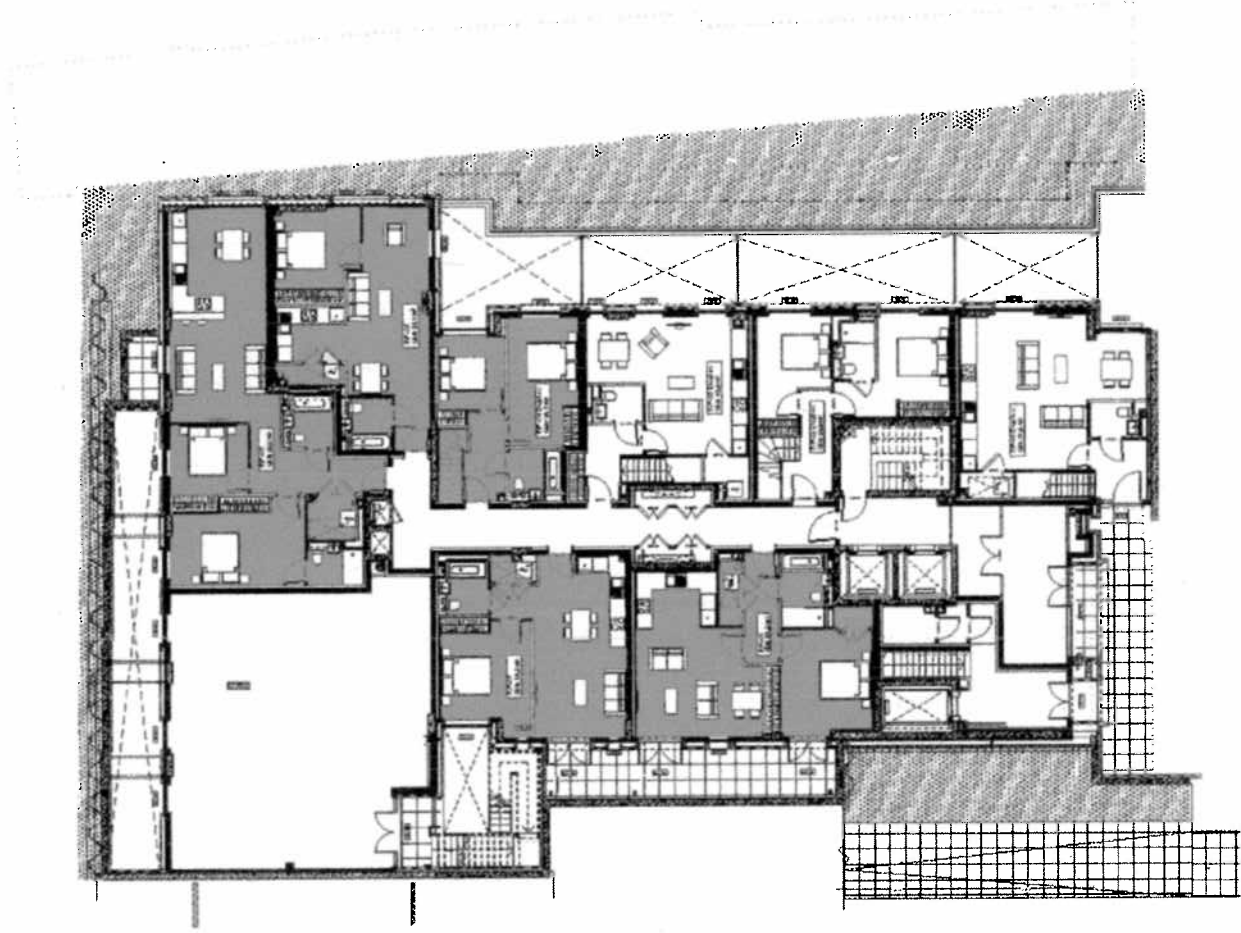


PROJECT: MOUNTAINVIEW LTD

ADDRESS: KIDDERMORE AVENUE

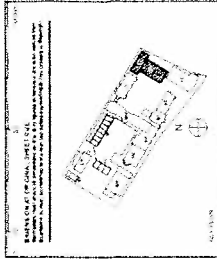
PROJECT: Tenure Plan
Proposed Franklin Ground Floor

NO.	REVISION	DATE
1	ISSUED FOR TENDER	15/11/2011
2	ISSUED FOR TENDER	15/11/2011
3	ISSUED FOR TENDER	15/11/2011
4	ISSUED FOR TENDER	15/11/2011
5	ISSUED FOR TENDER	15/11/2011
6	ISSUED FOR TENDER	15/11/2011



Tenure Legend
Intermediate Housing Units





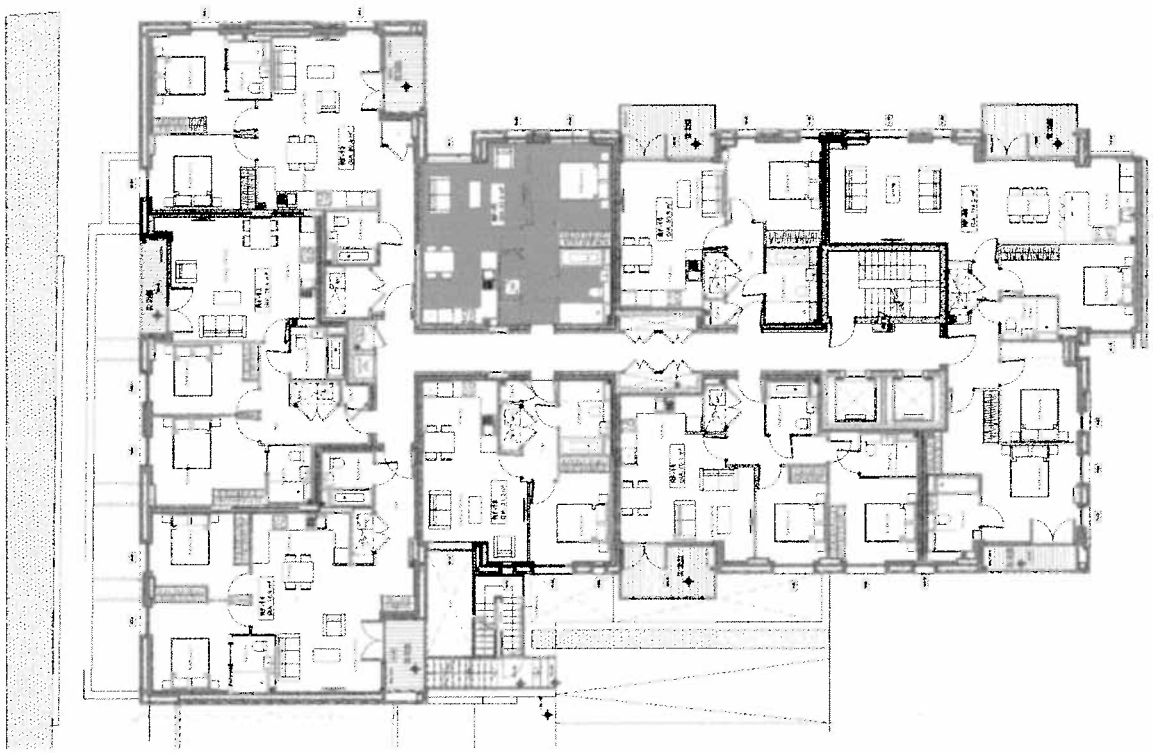
NO.	REVISION	DATE	BY	CHKD.
1	Issue for Review	15/03/20
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3	Issue for Review	15/03/20
4	Issue for Review	15/03/20
5	Issue for Review	15/03/20
6	Issue for Review	15/03/20
7	Issue for Review	15/03/20

CLIENT: MOUNTAINVIEW LTD
 PROJECT: KIDDERPORE AVENUE

PROJECT: KIDDERPORE AVENUE

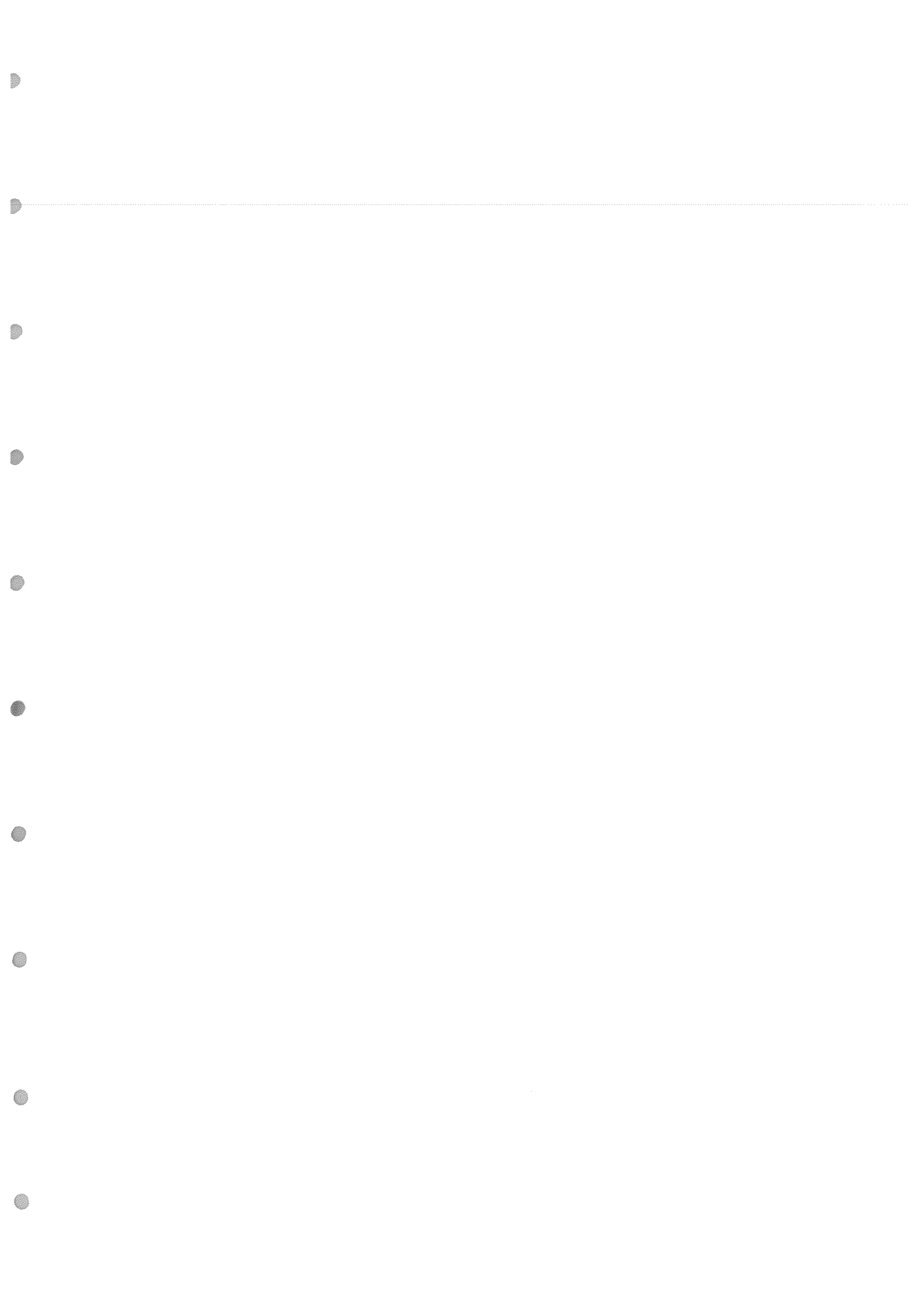
PROJECT: KIDDERPORE AVENUE

DATE:	15/03/20
PROJECT:	KIDDERPORE AVENUE
CLIENT:	MOUNTAINVIEW LTD
ARCHITECT:	...
SCALE:	1:500
PROJECT NO.:	9000-DP3-03RF-01010



Tenure Legend
 Intermediate Housing Units





DATED

18TH JULY

2017

(1) MOUNT ANVIL (KIDDERPORE) LIMITED

-and-

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 6 April 2016 as varied amended by the Deed
of Variation dated 13 September 2016 between
the Mayor and the Burgesses of the
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under section 106 of the Town and Country Planning Act 1990 (as amended) relating to
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