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| Dated 2018 |
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|  | The Mayor and Burgesses of the London Borough of Camden |  |
|  | - and - |  |
|  | King's Cross Central (Trustee No. One) Limited andKing's Cross Central (Trustee No. Two) Limited |  |
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| Deed of Variation pursuant to Section 106A of the Town and Country Planning Act 1990 and other powers relating to the Section 106 Agreement dated 22 December 2006 for King's Cross Central London |
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| Hogan Lovells International LLPAtlantic House, Holborn Viaduct, London EC1A 2FG |
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**This Deed** made on 2017

**Between**:

1. The Mayor and Burgesses of the London Borough of Camden (referred to as the "Council") of 5 Pancras Square, London N1C 4AG; and
2. King's Cross Central (Trustee No. One) Limited (company registration number 06387698) and King's Cross Central (Trustee No. Two) Limited (company registration number 06387722) both of 4 Stable Street, London N1C 4AB acting as trustees on behalf of King’s Cross Central Limited Partnership (registered with number LP12617 under the Limited Partnership Act 1907) acting by its general partner King's Cross Central General Partner Limited (registered in England and Wales with company number 06387691) whose registered office is at 4 Stable Street, London N1C 4AB (together referred to (as a single entity for convenience and for the purposes of this Deed) the "Developer").

**Whereas**:

1. On 22 December 2006, the Council, the Secretary of State for Transport, London and Continental Railways Limited, National Carriers Limited, Argent (King's Cross) Limited and Transport for London entered into a deed pursuant to the provisions of section 106 of the Town and Country Planning Act 1990 as amended and other enabling powers (the "**Original Agreement**" as more particularly described in clause 1.2).
2. The proposed development the subject of this Deed involves the carrying out of development at King's Cross Central (the "**Site**", as defined in the Original Agreement).
3. The Council is the local planning authority for the area within which the Site is situated and the appropriate statutory body to enforce this Deed for the purposes of section 106 and section 106A of the 1990 Act.
4. The Council is also the local highway authority for the purposes of the Highways Act 1980 and a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 and for the purposes of Section 111 of the Local Government Act 1972.
5. The Developer is the owner with freehold title absolute of the Site (excluding any public highway located within the Site).
6. It has been agreed by the Developer and the Council that it is appropriate that mortgagees with an interest in the Site should not be liable for breaches of the Original Agreement unless and until that mortgagee takes possession of any part of the Site.
7. As a consequence the parties have agreed to vary the Original Agreement on the terms set out in this Deed.
8. The Council considers it expedient in the interests of the proper planning of its area and having regard to the provisions of the development plan for the London Borough of Camden and to all other material considerations that the parties shall enter into this Deed.

**Now this deed witnesses** as follows:

# Definitions and interpretation

* 1. The definitions set out in the Original Agreement shall also apply to this Deed save in so far as they are varied by this Deed or are inconsistent with the additional definitions contained in this Deed or unless the context of this Deed otherwise requires.
	2. Where in this Deed the following additional defined terms and expressions are used, they shall have the following respective meanings unless the context otherwise requires:

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| **"1990 Act"** | The Town and Country Planning Act 1990 (as amended). |
| **"Original Agreement"**  | The agreement dated 22 December 2006 made between The Mayor and Burgesses of the London Borough of Camden (1), The Secretary of State for Transport (2), London & Continental Railways Limited (3), National Carriers Limited (4), Argent (King's Cross) Limited (5) and Transport for London (6) pursuant to section 106 of the 1990 Act and other powers relating to the Site as varied by supplemental agreements and deeds of variation dated 8 April 2008, 30 July 2010, 11 January 2011, 4 November 2011, 23 December 2011, 20 June 2012, 8 August 2012, 15 January 2013, 17 September 2013, 13 June 2014, 28 April 2015, 14 December 2015, 19 January 2016, 24 August 2016, 30 December 2016 and 2 February 2017. |
| **“Planning Permission”** | The outline planning permission dated 22 December 2006 referenced 2004/2307/P for the comprehensive redevelopment of the Site as amended by non-material amendments on 26 February 2012 (reference 2012/0669/P), on 20 July 2015 (reference 2015/1676/P), on 11 August 2017 (reference 2017/3442/P), on 25 October 2017 (reference 2017/3995/P) and on 31 October 2017 (reference 2017/4675/P). |

# Interpretation

* 1. Unless the context otherwise requires:
		1. words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
		2. words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
		3. references to the Developer shall include its successors in title to its interest in the Site and persons deriving title therefrom (except where the contrary is expressly provided) and permitted assigns;
		4. references to the Council shall include its statutory successors;
		5. references to clauses, sub clauses, paragraph numbers, parts, sections, recitals, schedules and plans are unless otherwise stated references to clauses, sub clauses, paragraph numbers, parts, sections and recitals of and schedules to this Deed;
		6. words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
		7. references in this Deed to statutes, by laws, regulations, orders and delegated legislation shall include any statute, by law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time save that references to Use Classes within the Town and Country Planning (Use Classes) Order 1987 as amended are and shall be construed as references to such Use Classes at the date of this Deed and such construction shall not be affected by changes to such Order after the date of this Deed;
		8. save in respect of the terms of the Planning Permission and the conditions attached thereto which shall prevail over this Deed, in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail;
		9. references to "the parties" shall mean the parties to this Deed; and
		10. the Interpretation Act 1978 shall apply to this Deed.
	2. The clause and paragraph headings contained in this Deed are included as an aid to interpretation, are for reference purposes only, and have no binding legal effect.

# Governing legal provisions

1. This Deed is executed by the parties hereto as a deed and is made pursuant to sections 106 and 106A of the 1990 Act, section 16 of the Greater London Council (General Powers) Act 1974 and section 111 of the Local Government Act 1972.
2. Saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Original Agreement shall continue to have full force and effect.

# Variations to the Original Agreement

1. The Original Agreement shall be read and construed as if the following had been added as a new sub-clause (c) within clause 8.3:

"(c) any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on the Site or any part of parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates."

# General

* 1. This Deed shall be read and construed as if the variation set out in the clause above had appeared in the Original Agreement as originally executed.
	2. This Deed shall be registered as a local land charge by the Council.

**In witness** whereof this Deed has been executed and delivered as a deed by the parties hereto on the date which appears at the head of this document.

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| The Common Seal of The Mayor and Burgesses of the London Borough of Camden was affixed to this Deed in the presence of:  Authorised Signatory | )))) |

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| **Executed** by **King's Cross Central (Trustee No. One) Limited** acting by a director in the presence of : Witness name Witness signature Witness address | ))) |

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| **Executed** by **King's Cross Central (Trustee No. Two) Limited** acting by a director in the presence of : Witness name Witness signature Witness address | ))) |