

DATED

17 December

2013

(1) TRAVIS PERKINS (PROPERTIES) LIMITED

and

(2) LDC (ST PANCRAS WAY) LIMITED PARTNERSHIP

and

(3) HSBC BANK PLC

and

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

DEED OF VARIATION

Relating to the Agreement dated 3 October 2011
Between the Mayor and the Burgesses of the
London Borough of Camden,
Travis Perkins (Properties) Limited, and
LDC (St Pancras Way) Limited Partnership
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
11-13 ST PANCRAS WAY, LONDON NW1 0PT

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

Tel: 020 7974 5826
Fax: 020 7974 2962

CLS/COM/SW/1685.2164
DoV v FINAL

THIS DEED is made on the 17 day of December 2013

BETWEEN

1. **TRAVIS PERKINS (PROPERTIES) LIMITED** (Co. Regn. No. 468024) whose registered office is at Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG (hereinafter called "the Freeholder") of the first part
2. **LDC (ST PANCRAS WAY) LIMITED PARTNERSHIP** (Co. Regn. No. LP14137) whose office is The Core, 40 St Thomas Street, Bristol, BS1 6JZ acting by its general partners LDC (St Pancras Way) GP1 Limited (Co. Regn. No. 07359501) and LDC (St Pancras Way) GP2 Limited (Co. Regn. No. 07359428) both of whose registered office is at The Core, 40 St Thomas Street, Bristol, BS1 6JZ (hereinafter called "the Leaseholder") of the second part
3. **HSBC BANK PLC** (Co. Regn. No. 14259) whose registered office is at 8 Canada Square, London E14 5HQ (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, the Freeholder and the Leaseholder entered into an Agreement dated 3 October 2011 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Freeholder is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL421111.
- 1.3 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under Title Number NGL929932 subject to a charge to the Mortgagee.

- 1.5 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.6 The Freeholder and the Leaseholder shall hereinafter be referred to as "the Owner".
- 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 Deed.
- 1.8 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 18 April 2013 for which the Council resolved to grant permission conditionally under reference 2013/2255/P subject to the conclusion of this Deed.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL929932 and dated 9 October 2012 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.10 This Deed of Variation 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.
- 1.11 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 and the Mortgagee 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

2.7.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 3 October 2011 made between the Council the Freeholder and the Leaseholder

2.7.3 "the Original Planning Permission" means the planning permission granted by the Council on 3 October 2011 referenced 2011/1586/P allowing the erection of part 6, 7, 8 and 10 storey building comprising 3,877 sqm builders merchant (Class Sui Generis) at ground and part mezzanine level and 563 student bedspaces (Class Sui Generis) with ancillary student facilities to the upper floors as shown on drawing numbers 0500 -001; -002 rev A, -003 rev A; -004; -005; -006; -102 rev D; -103 rev E; -104 rev D;-105 rev D; -106 rev D; -107 rev D; -

108 rev D; 109 rev D; -110 rev C; -111 rev C; -112 rev D; -220 rev C; -221 rev C; -222 rev C; -223 rev C; -225 rev B; -300 rev A; schedule of accommodation; Air quality assessment, dated 25 March 2011; BREEAM Unite accommodation, dated 25 March 2011; BREEAM Travis Perkins facility, dated 25 March 2011; Draft Construction Management Plan, dated 25 March 2011; Daylight/Sunlight report, dated 25 March 2011; Ecology Report, 25 March 2011; Geo Environmental Report Phase 1, dated 25 March 2011; Geo Environmental Report Phase 2, dated 25 March 2011; Noise Impact Assessment, dated 25 March 2011; Planning Statement ref MR/GB/11729; Student Accommodation Needs Assessment, dated March 2011; Energy and Sustainability Statement, dated 25 March 2011; Statement of Community Involvement dated 25 March 2011; Transport Statement, dated 25 March 2011;; Water Environmental Impact Statement, dated 25 March 2011; supplementary information in support of proposed student accommodation (and appendices), dated June 2011; CGMS response to outstanding matters letter, dated 28 June 2011, ref GB/cjd/11729; WSP response - GLA stage 1 letter, dated 23 May 2011, ref 110517 AF PECK; Environmental Noise Survey and External Building Fabric Report, dated 14 June 2011 rev 3

3. VARIATION TO THE EXISTING AGREEMENT

- 3.1 Clause 2.12 of the Existing Agreement (definition of “the Development”) shall be removed in its entirety and replaced with the following definition: -

2.12 "Development"

the development permitted by the variation of conditions 2 (student bedrooms), 4 (drawing numbers) & 17 (cycle storage) of planning permission 2011/1586/P granted 03/10/2011 for the erection of part 6, 7, 8 and 10 storey building comprising 3,877 sqm builders merchant (Class Sui Generis) at ground and part mezzanine level and 563 student bedspaces (Class Sui Generis) with ancillary student facilities to the upper floors), namely the increase of student bedrooms from 563 to 571 and amendment to drawing numbers as shown on drawing numbers:- PL001 rev B; PL_25 rev B; PL-30 rev B; PL-31 rev B; PL-32 rev B; PL-33 rev B; PL-204 rev B; PL-213 rev B; PL-214 rev B; PL-215 rev B; PL218 rev B; PL219 rev B; PL-290 rev B; PL-300 rev B; PL-301 rev B; PL-302 rev B; PL-303 rev C; PL-310 rev A; PL-601 rev A; PL-630-635 rev A; PL-506 rev A; PL-508 rev A; PL-510 rev A; PL-515 rev A; PL1101 - PL1112 all rev A; environmental noise survey and external building fabric report 4066/EBF 16 May 2012 rev number 4; Air quality assessment, dated 25 March 2011; BREEAM Unite accommodation, dated 25 March 2011; BREEAM Travis Perkins facility, dated 25 March 2011; Draft Construction Management Plan, dated 25 March 2011; Daylight/Sunlight report, dated 25 March 2011; Ecology Report, 25 March 2011; Geo Environmental Report Phase 1, dated 25 March 2011; Geo Environmental Report Phase 2, dated 25 March 2011; Noise Impact Assessment, dated 25 March 2011; Planning Statement ref MR/GB/11729; Student Accommodation Needs Assessment, dated March 2011; Energy and Sustainability Statement, dated 25 March 2011; Statement of

Community Involvement dated 25 March 2011; Transport Statement, dated 25 March 2011;; Water Environmental Impact Statement, dated 25 March 2011; supplementary information in support of proposed student accommodation (and appendices), dated June 2011; CGMS response to outstanding matters letter, dated 28 June 2011, ref GB/cjd/11729; WSP response - GLA stage 1 letter, dated 23 May 2011, ref 110517 AF PECK; Environmental Noise Survey and External Building Fabric Report, dated 14 June 2011 rev 3.

3.2 Clause 2.32 of the Existing Agreement (definition of "the Planning Permission") shall be removed in its entirety and replaced with the following definition: -

2.32 "Planning Permission" the planning permission for the Development under reference number 2013/2255/P granted by the Council substantially in the draft form annexed hereto

3.3 Clause 2.30 of the Existing Agreement (definition of "the Planning Application") shall be removed in its entirety and replaced with the following definition: -

2.30 "Planning Application" the application for Planning Permission in respect of the Property validated on 18 April 2013 by the Owner and given reference number 2013/2255/P

3.4 The following clause shall be added to the Existing Agreement:-

10 "MORTGAGEE EXEMPTION"

10.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt

agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

3.5 All references in Clause 5 and Clause 6 of the Existing Agreement to "planning reference 2011/1586/P" and the reference in clause 6.1 to "planning reference number 2011/1586/P" shall be replaced with "planning reference 2013/2255/P".

3.6 The planning permission substantially in the draft form annexed to the Existing Agreement shall be replaced with the planning permission substantially in the draft form annexed to this Deed.

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

4. **COMMENCEMENT**

4.1 Without prejudice to the effect of Clause 3.5 in the Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Planning Permission referenced 2013/2255/P.

5. **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

5.1 The ~~Owner~~ ^{homeholder} agrees to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed

6. **REGISTRATION AS LOCAL LAND CHARGE**

6.1 This Deed shall be registered as a Local Land Charge

CONTINUATION OF S106 AGREEMENT IN RELATION TO 11-13 ST PANCRAS WAY,
LONDON NW1 0PT

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

EXECUTED as a DEED by)
TRAVIS PERKINS (PROPERTIES))
LIMITED acting by a Director and its)
Secretary or by two Directors)

.....
Travis Perkins

Director *Travis Perkins*
.....

Director/Secretary

EXECUTED as a DEED by)
LDC (ST PANCRAS WAY) GP1 LIMITED)
acting by a Director in the presence of)
a witness)

.....
[Signature]

Director

Witness Name: *RICHARD HARDING*

Witness Signature: *R. A. Hardy*

Witness Address: *2 TEMPLE BACK EAST, TEMPLE QUAY
BRISTOL, BS1 6EG*

Witness Occupation: *SOLICITOR*

CONTINUATION OF S106 AGREEMENT IN RELATION TO 11-13 ST PANCRAS WAY,
LONDON NW1 0PT

EXECUTED as a DEED by)
LDC (ST PANCRAS WAY) GP2 LIMITED)
acting by a Director in the presence of)
a witness)


.....
Director

Witness Name: RICHARD HARDING

Witness Signature: 

Witness Address: 2 TEMPLE BACK EAST, TEMPLE QUAY,
..... BRISTOL BS1 6EG

Witness Occupation: SOLICITOR

EXECUTED as a DEED for and on behalf of)
HSBC BANK PLC acting by its duly authorised)
official in the presence of a witness)



Richard Emlyn Lewis

.....
Authorised Signatory

Witness Name: Timothy Hilby

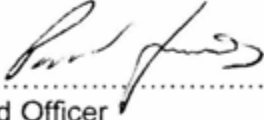
Witness Signature: 

Witness Address: HSBC Bank plc
..... Corporate Banking Real Estate
..... 4th Floor, 120 Edmund Street
..... Birmingham B3 2QZ

Witness Occupation: Bank Official

CONTINUATION OF S106 AGREEMENT IN RELATION TO 11-13 ST PANCRAS WAY,
LONDON NW1 0PT

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



.....
Duly Authorised Officer



CgMs Consulting
140 London Wall
London
EC2Y 5DNApplication Ref: **2013/2255/P**

30 October 2013

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

Travis Perkins Trading Co Ltd
11-13 St. Pancras Way
London
NW1 0PT

Proposal:

DECISION
Variation of conditions 2 (student bedrooms), 4 (drawing numbers) & 17 (cycle storage) of planning permission 2011/1586/P granted 03/10/2011 for the erection of part 6, 7, 8 and 10 storey building comprising 3,877 sqm builders merchant (Class Sui Generis) at ground and part mezzanine level and 563 student bedspaces (Class Sui Generis) with ancillary student facilities to the upper floors), namely the increase of student bedrooms from 563 to 571 and amendment to drawing numbers.

Drawing Nos: CGMS letter "Planning Permission Reference: 2011/1586/P 11-13 St Pancras Way, London NW1 0PT Variatino of conditions 2, 4 and 17", ref JR/MR/11729 dated 18 April 2013

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

1 REPLACEMENT CONDITION 2

The student accommodation hereby approved shall not provide more than 571 bedspaces.

Reason: To ensure that the accommodation is not occupied by more residents than it was designed for, resulting in a detrimental impact on the standard of the accommodation, a greater impact on the amenities of the local environment and the transport network in accordance with the requirements of policies DP9, DP16 and DP26, of the London Borough of Camden Local Development Framework Development Policies.

2 REPLACEMENT CONDITION 4

The development hereby permitted shall be carried out in accordance with the following approved plans- PL001 rev B; PL_25 rev B; PL-30 rev B; PL-31 rev B; PL-32 rev B; PL-33 rev B; PL-204 rev B; PL-213 rev B; PL-214 rev B; PL-215 rev B; PL218 rev B; PL219 rev B; PL-290 rev B; PL-300 rev B; PL-301 rev B; PL-302 rev B; PL-303 rev C; PL-310 rev A; PL-601 rev A; PL-630-635 rev A; PL-506 rev A; PL-508 rev A; PL-510 rev A; PL-515 rev A; PL1101 -PL1112 all rev A; environmental noise survey and external building fabric report 4066/EBF 16 May 2012 rev number 4; Air quality assessment, dated 25 March 2011; BREEAM Unite accommodation, dated 25 March 2011; BREEAM Travis Perkins facility, dated 25 March 2011; Draft Construction Management Plan, dated 25 March 2011; Daylight/Sunlight report, dated 25 March 2011; Ecology Report, 25 March 2011; Geo Environmental Report Phase 1, dated 25 March 2011; Geo Environmental Report Phase 2, dated 25 March 2011; Noise Impact Assessment, dated 25 March 2011; Planning Statement ref MR/GB/11729; Student Accommodation Needs Assessment, dated March 2011; Energy and Sustainability Statement, dated 25 March 2011; Statement of Community Involvement dated 25 March 2011; Transport Statement, dated 25 March 2011;; Water Environmental Impact Statement, dated 25 March 2011; supplementary information in support of proposed student accommodation (and appendices), dated June 2011; CGMS response to outstanding matters letter, dated 28 June 2011, ref GB/cjd/11729; WSP response - GLA stage 1 letter, dated 23 May 2011, ref 110517 AF PECK; Environmental Noise Survey and External Building Fabric Report, dated 14 June 2011 rev 3.

Reason: For the avoidance of doubt and in the interest of proper planning.

3 REPLACEMENT CONDITION 17

Prior to occupation of the building hereby approved the proposed internal cycle storage areas at ground and mezzanine floor levels (142 josta 2-tier spaces and 16 sheffield stand spaces) as shown on the drawings PL-1101 rev A and PL-1102 rev A shall be provided in their entirety and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of DP17 and DP18 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).
- 2 You are advised that the drawing numbers shown in the amended condition 4 relate to the approved drawings for the following applications: 2013/2255/P; 2013/1607/P; 2012/6400/P and 2011/1586/P.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate





DATED

17 December 2013

2013

(1) TRAVIS PERKINS (PROPERTIES) LIMITED

and

(2) LDC (ST PANCRAS WAY) LIMITED PARTNERSHIP

and

(3) HSBC BANK PLC

and

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

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