

(1) B.L.C.T. (16699) LIMITED

(2) B.L.C.T. (16700) LIMITED

(3) OSNABURGH STREET LIMITED

- and -

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

**DEED OF VARIATION RELATING TO AGREEMENT DATED 6 JUNE 2006 RELATING TO
LAND KNOWN AS OSNABURGH STREET, REGENT'S PLACE, LONDON NW1
PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990
(AS AMENDED) AND SECTION 278 OF THE HIGHWAYS ACT 1980**

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

G:\case files\culture & env\planning\Deborah Riley\Osnaburgh Street\Deed of Variation
CLS/COM/DR/1685.104

THIS DEED is made the day of 2009

B E T W E E N:

- 1 **B. L. C. T. (16699) LIMITED** of York House, 45 Seymour Street, London W1H 7LX (hereinafter called "the First Owner") of the first part
- 2 **B. L. C. T. (16700) LIMITED** of York House, 45 Seymour Street, London W1H 7LX (hereinafter called "the Second Owner") of the second part
- 3 **OSNABURGH STREET LIMITED** of York House, 45 Seymour Street, London W1H 7LX (hereinafter called "the Third Owner") of the third part and the First Owner, the Second and the Third Owner are together hereinafter referred to as "the Owner"
- 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) On 6 June 2006 the Crown Estate Commissioners and B.L.C.T. (16699) Limited and B.L.C.T. (16700) Limited and B.L.C.T. (31700) Limited and the Council entered into a deed pursuant to the provisions of Section 106 Town and Country Planning Act 1990 (as amended) and Section 278 Highways Act 1980 (the "Agreement").
- (B) The Owner is registered at the Land Registry as the freehold and leasehold proprietors with Title Absolute.
- (C) The Crown Estate Commissioners and B.L.C.T. (31700) Limited no longer have any interest in the Property and therefore are not required to be a party to this Deed. Osnaburgh Street Limited now has an interest in the Property and therefore is required to be a party to this Deed.
- (D) The Owner and the Council have agreed to vary certain terms of the Agreement as set out in this Deed of Variation.
- (E) This Agreement is made by virtue of Section 106A of the Town and Country Planning Act 1990 (as amended) and is a planning obligation for the purposes of that section.

(F) 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.

NOW THIS DEED witnesseth as follows:

1. INTERPRETATION

1.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement 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 Agreement.

1.2 All references in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.

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

2.3.1 "Agreement" this Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 6 June 2006 made between the Crown Estate Commissioners and B.L.C.T. (16699) Limited and B.L.C.T. (16700) Limited and B.L.C.T. (31700) Limited

1.4 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.

1.5 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.

1.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

1.7 References in this Agreement to the Owner shall include its successors in title.

2. VARIATION TO THE EXISTING AGREEMENT

2.1 Clause 2.3 of the Existing Agreement (definition of "the Affordable Housing Units") shall be deleted in its entirety and replaced with the following:-

"the Affordable Housing Units" the 92 residential units within the Residential Development to be constructed, fitted out and occupied exclusively as Affordable Housing comprising the 65 units edged red on the Social Housing Plans (incorporating 22 x 1 bedroom units, 18 x 2 bedroom units, 13 x 3 bedroom units, 8 x 4 bedroom units and 4 x 5 bedroom units) to be created and used exclusively as Social Rented Housing ("the Social Rented Housing Units") and the 27 units edged in blue on the Social Housing Plans (incorporating 16 x 1 bedroom units, 8 x 2 bedroom units and 3 x 3 bedroom units) to be created and used exclusively as Intermediate Housing ("the Intermediate Housing Units").

2.2 The following clause 2.58 shall be inserted into the Existing Agreement:-

"Varied Planning Permission" Any permission issued by the Council varying the Planning Permission AND FOR THE AVOIDANCE OF DOUBT in respect of which the Council shall either:

(i) agree in writing that the terms of the Existing Agreement shall apply to, without variation to the Existing Agreement; or

(ii) enter into a Deed of Variation to vary the Existing Agreement

2.3 At clause 2.24 of the Existing Agreement (definition of "the Implementation Date") the following words shall be inserted after the phrase "carrying out of a material operation":-

(i) "for the purpose of the Planning Permission AND FOR THE AVOIDANCE OF DOUBT includes a material operation for the purpose of any Varied Planning Permission"

2.4 At clause 2.39 of the Existing Agreement (definition of "Planning Permission") the following phrase shall be inserted after the words "draft permission annexed hereto"

(i) "and including any Varied Planning Permission"

2.5 Clause 2.46 of the Existing Agreement (definition of "Residential Development") shall be deleted in its entirety and replaced with the following:-

"the Residential Development" all of the 148 residential units within the Development.

2.6 The Social Housing Plans (as defined in clause 2.55 of the Agreement) which were annexed to the Agreement shall be replaced with the plans annexed to this Deed which are each marked "the Social Housing Plan".

2.7 At clause 2.30 of the Existing Agreement (definition of "the Longford Square Works") the following words shall be inserted at the end of the definition:-

(i) AND including any revisions to this drawing approved under planning permission reference 2005/4549/P dated 29 June 2006

2.8 At clause 2.31 of the Existing Agreement (definition of the "the Longford Square North Works") the following words shall be inserted at the end of the definition:-

(i) AND including any revisions to this drawing approved under planning permission reference 2005/4549/P dated 29 June 2006

IN WITNESS whereof this Deed has been executed and delivered by the parties hereto the day and year first before written.

EXECUTED AS A DEED BY)
B.L.C.T. (16699) LIMITED)
acting by: -)





.....
Director




.....
Director/Secretary

EXECUTED AS A DEED BY)
B.L.C.T. (16700) LIMITED)
acting by: -)


.....
Director


.....
Director/Secretary

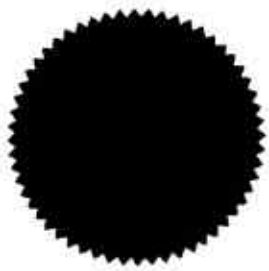
EXECUTED AS A DEED BY)
OSNABURGH STREET LIMITED)
acting by: -)


.....
Director


.....
Director/Secretary

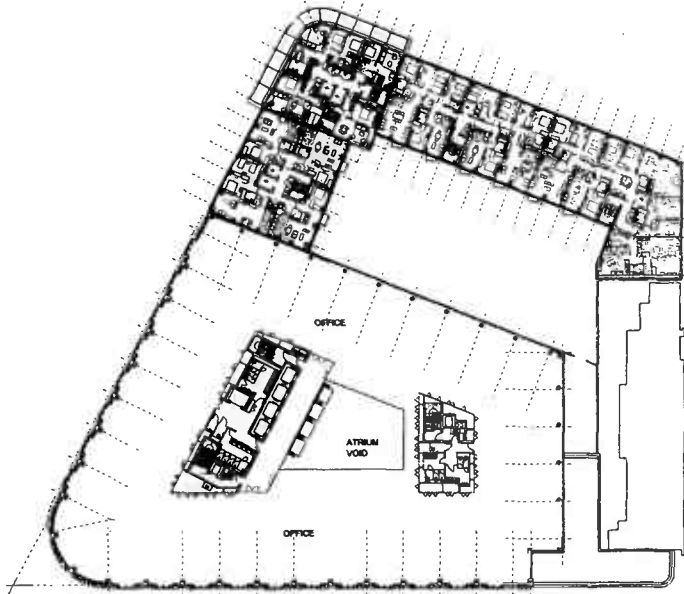
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
affixed by Order:-)


.....
Authorised Signatory

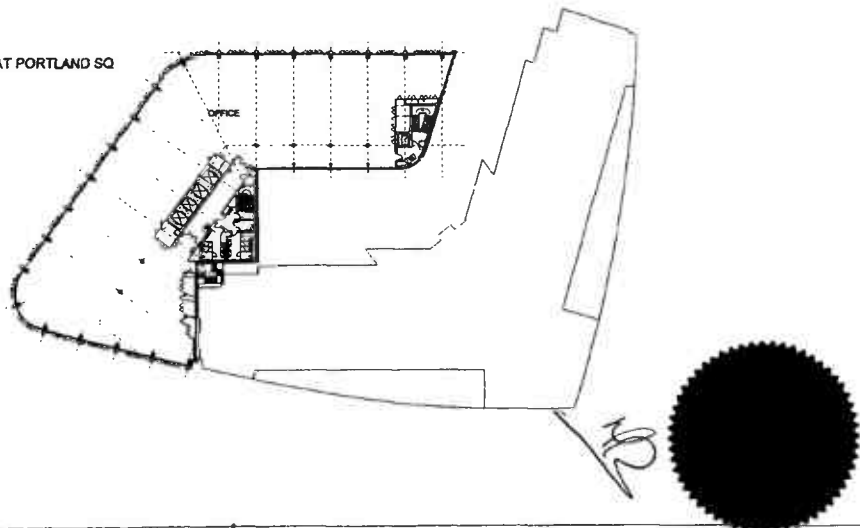


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2nd Floor

No1 SOANE STREET
2nd Floor



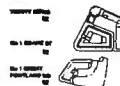
No1 GREAT PORTLAND SQ
2nd Floor



SOCIAL HOUSING
INTERMEDIATE HOUSING
British Land

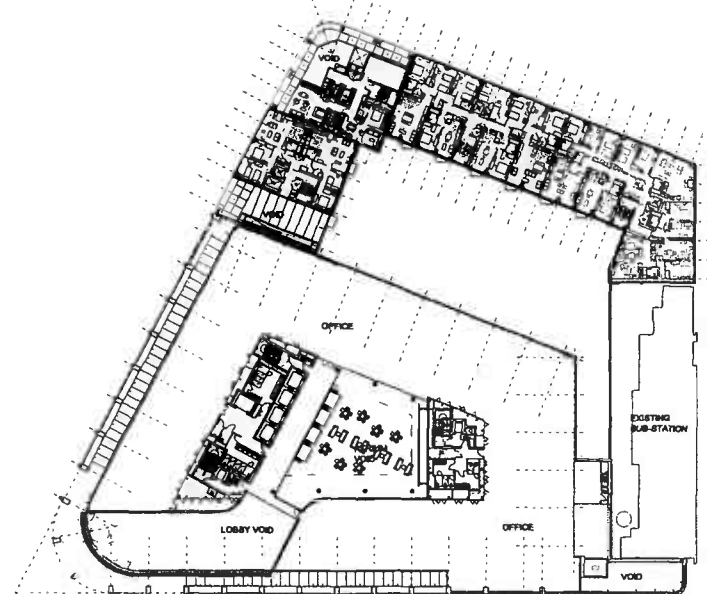
FARRELLS SOCIAL HOUSING PLAN

HENRY'S PLACE
 OBSERVATION STREET
 LEVEL 2
 PLANNING APPLICATION
 SCALE 1:500 (A4)
 APPROVED 10/11
 20 February 2009

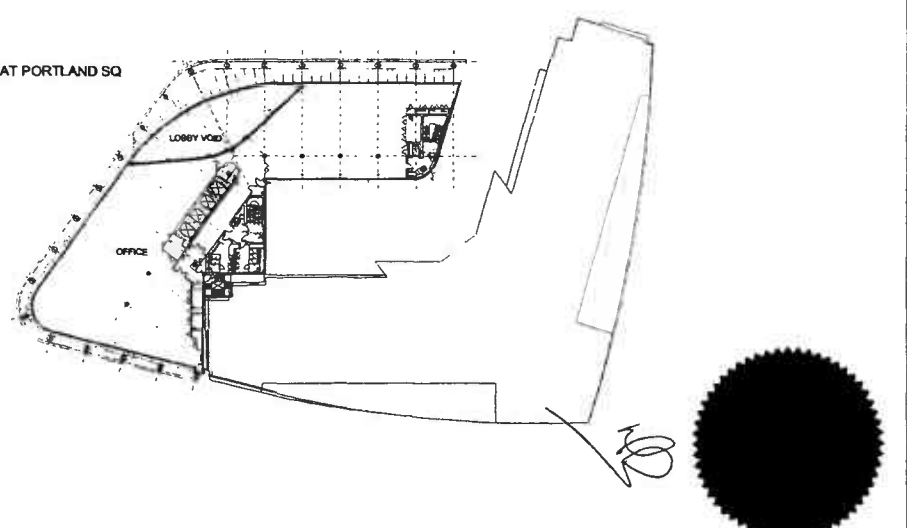


TRINITY MEWS
1st Floor

No1 SOANE STREET
1st Floor



No1 GREAT PORTLAND SQ
1st Floor



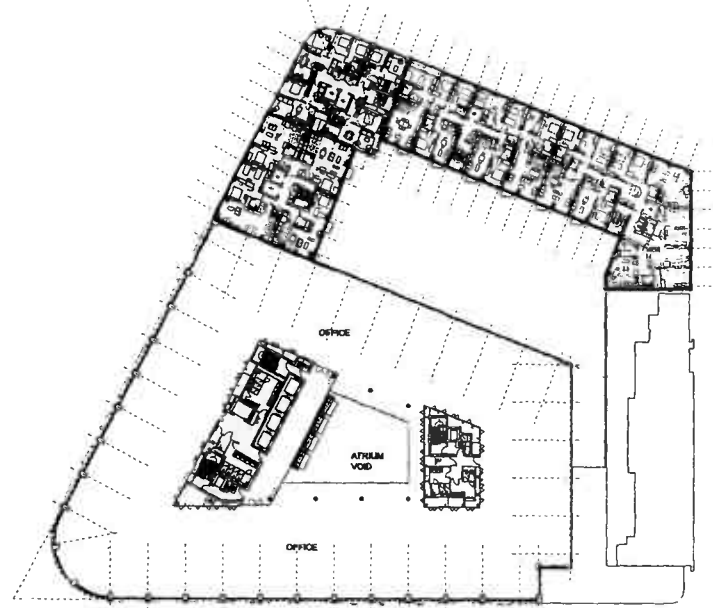
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INTERMEDIATE HOUSING
British Land

FARRELLS SOCIAL HOUSING PLAN

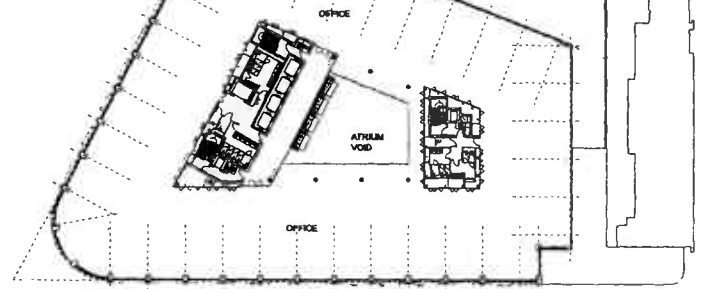
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 LEVEL 1
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 SCALE 1:500 (A4)
 APPROVED 09/11
 20 February 2009



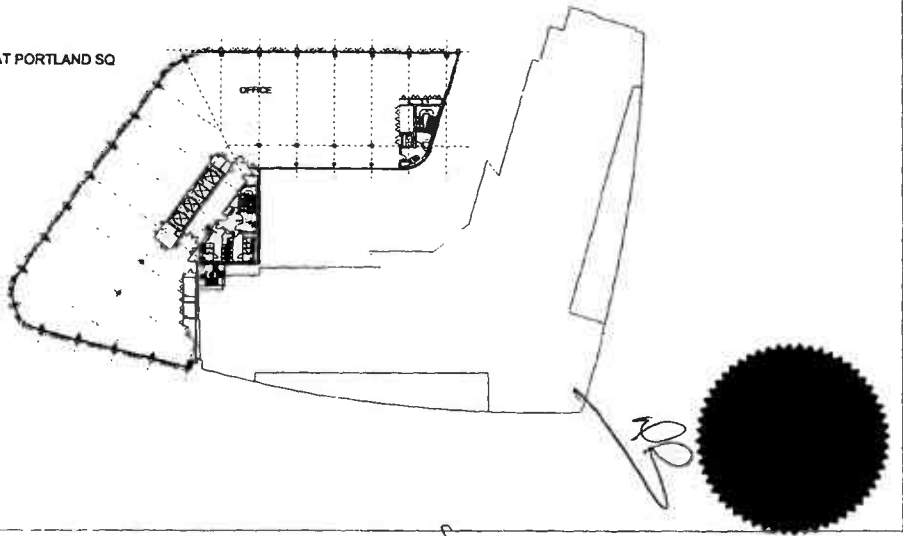
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4th Floor



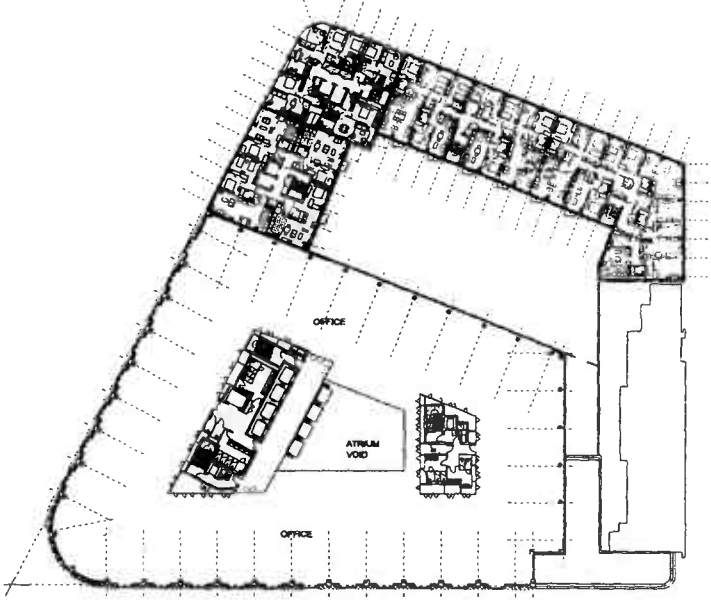
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3rd Floor



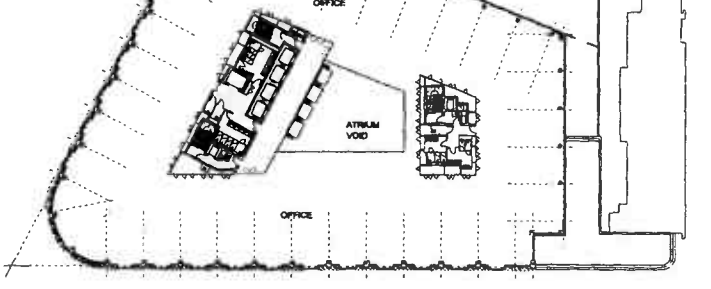
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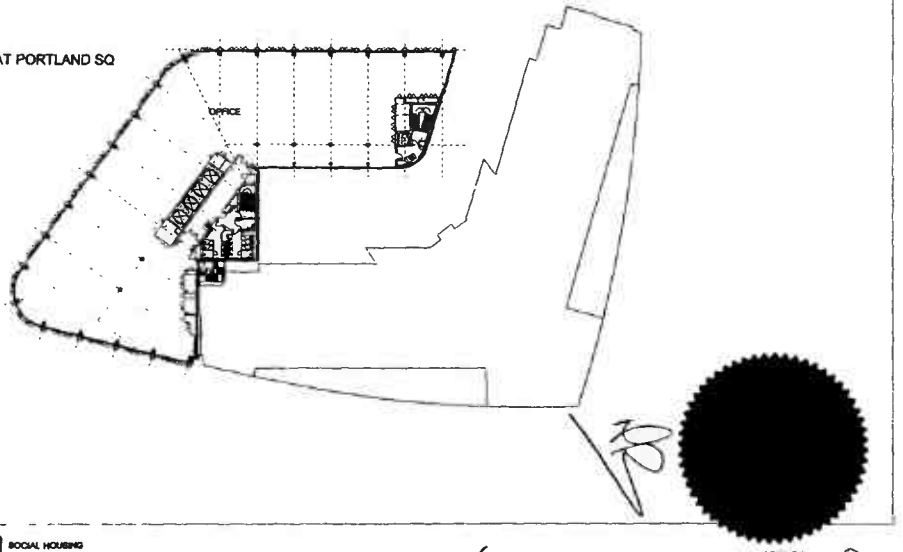
TRINITY MEWS
3rd Floor



No1 SOANE STREET
2nd Floor



No1 GREAT PORTLAND SQ
2nd Floor



British Land
FARRELLS

SOCIAL HOUSING PLAN

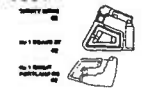
HERBERT'S PLACE
CONDOMINIUM PROJECT
LONDON, E
PLANNING APPLICATION
10/14/11/04
REVISED: 05/14
20 Primary 2004



British Land
FARRELLS

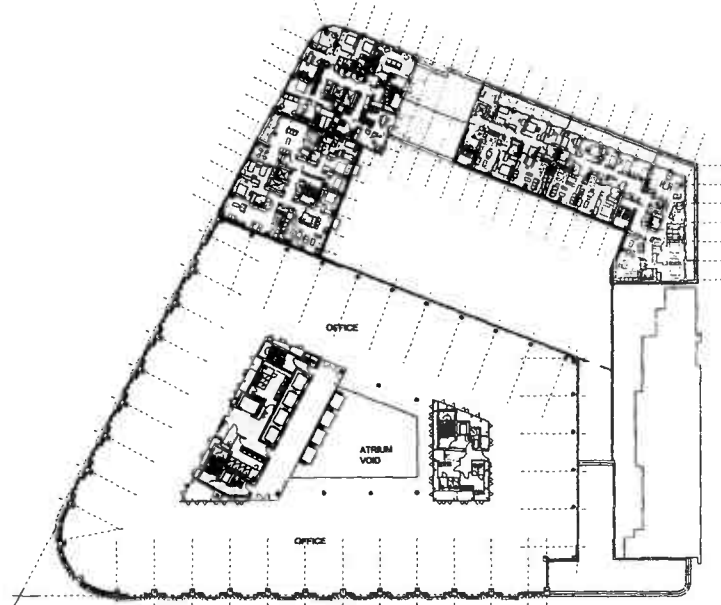
SOCIAL HOUSING PLAN

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LONDON, E
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10/14/11/04
REVISED: 05/14
20 Primary 2004

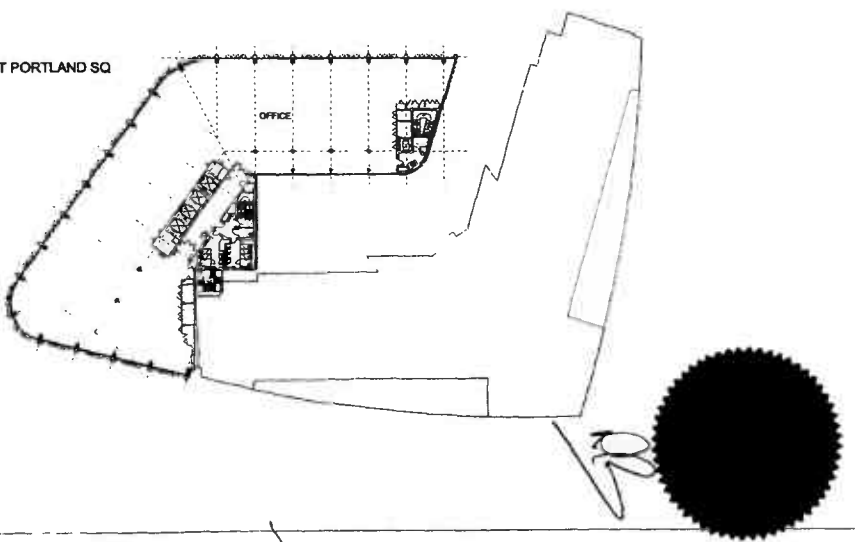


TRINITY MEWS
6th Floor

No1 SOANE STREET
4th Floor

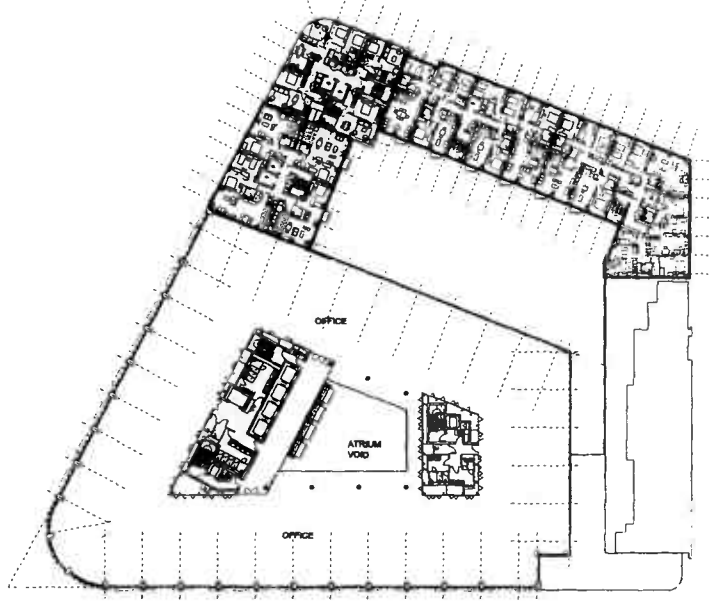


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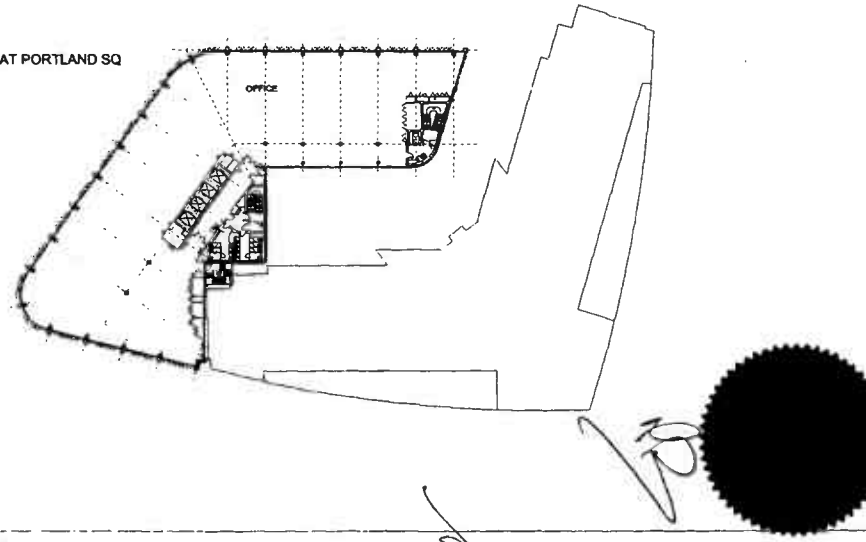


TRINITY MEWS
5th Floor

No1 SOANE STREET
3rd Floor



No1 GREAT PORTLAND SQ
3rd Floor



SOCIAL HOUSING

 INTERMEDIATE HOUSING

 British Land

FARRELLS

SOCIAL HOUSING PLAN

TRINITY PLACE
 GREAT PORTLAND STREET
 LEVEL 4
 PLANNING APPLICATION
 SCALE 1:500 (A3)



SOCIAL HOUSING

 INTERMEDIATE HOUSING

 British Land

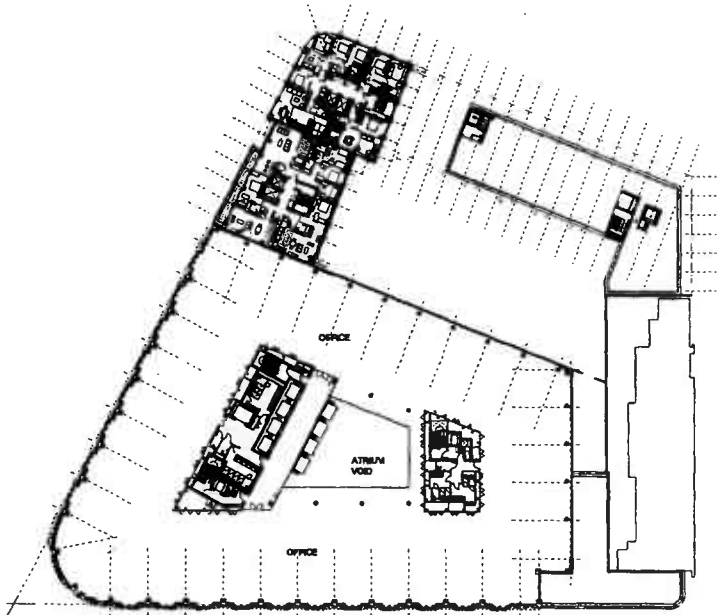
FARRELLS

SOCIAL HOUSING PLAN

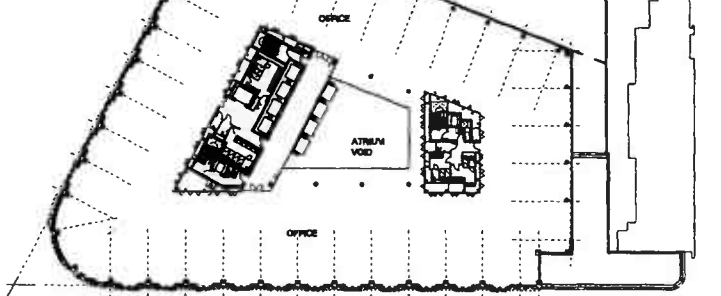
TRINITY PLACE
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 LEVEL 5
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 SCALE 1:500 (A3)



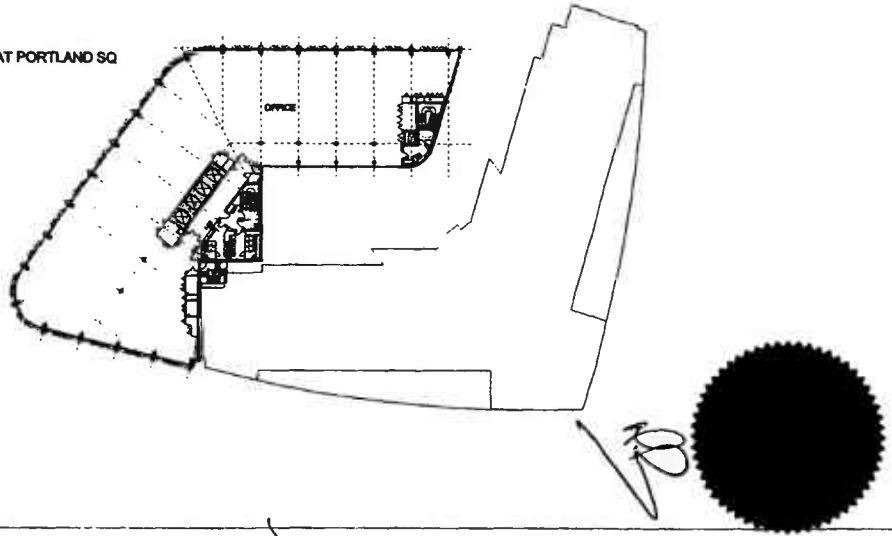
TRINITY MEWS
8th Floor



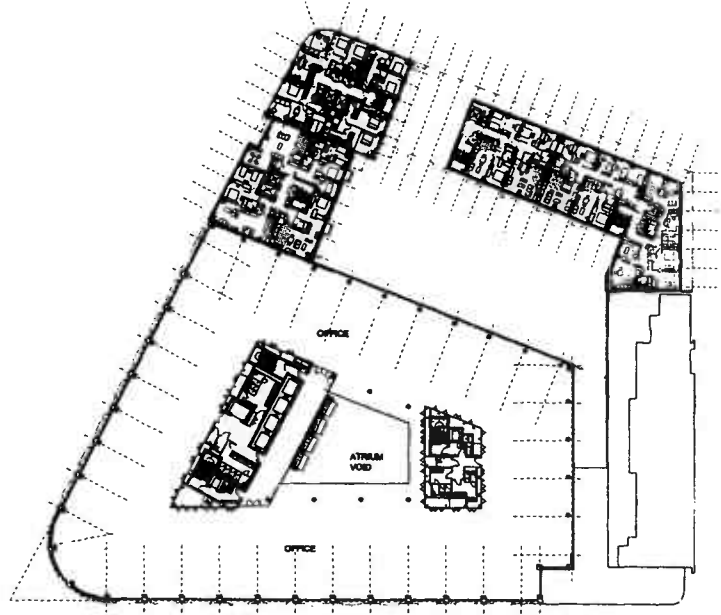
No1 SOANE STREET
8th Floor



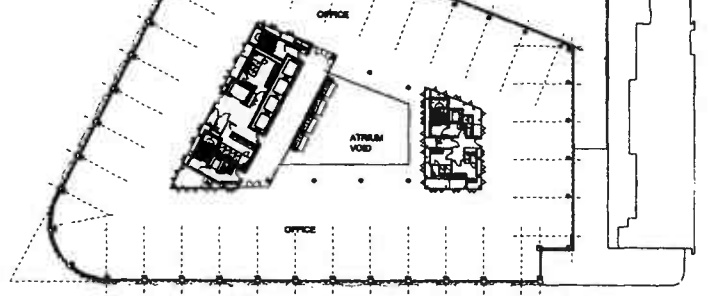
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6th Floor



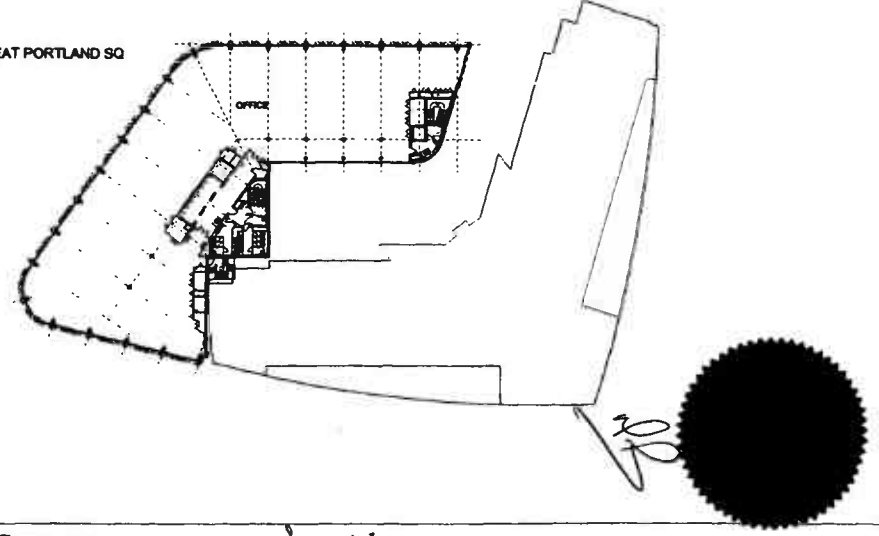
TRINITY MEWS
7th Floor



No1 SOANE STREET
5th Floor

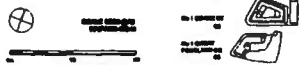


No1 GREAT PORTLAND SQ
5th Floor



SOCIAL HOUSING
 INTERMEDIATE HOUSING
 British Land
 FARRELLS

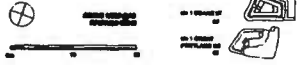
ARCHITECTURAL PLAN
 LEVEL 8
 PLANNING AND DESIGN
 SCALE 1:500 (A3)
 20/05/2010



SOCIAL HOUSING PLAN

SOCIAL HOUSING
 INTERMEDIATE HOUSING
 British Land
 FARRELLS

ARCHITECTURAL PLAN
 LEVEL 8
 PLANNING AND DESIGN
 SCALE 1:500 (A3)
 20/05/2010



SOCIAL HOUSING PLAN