

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

(2) OSNABURGH STREET LIMITED

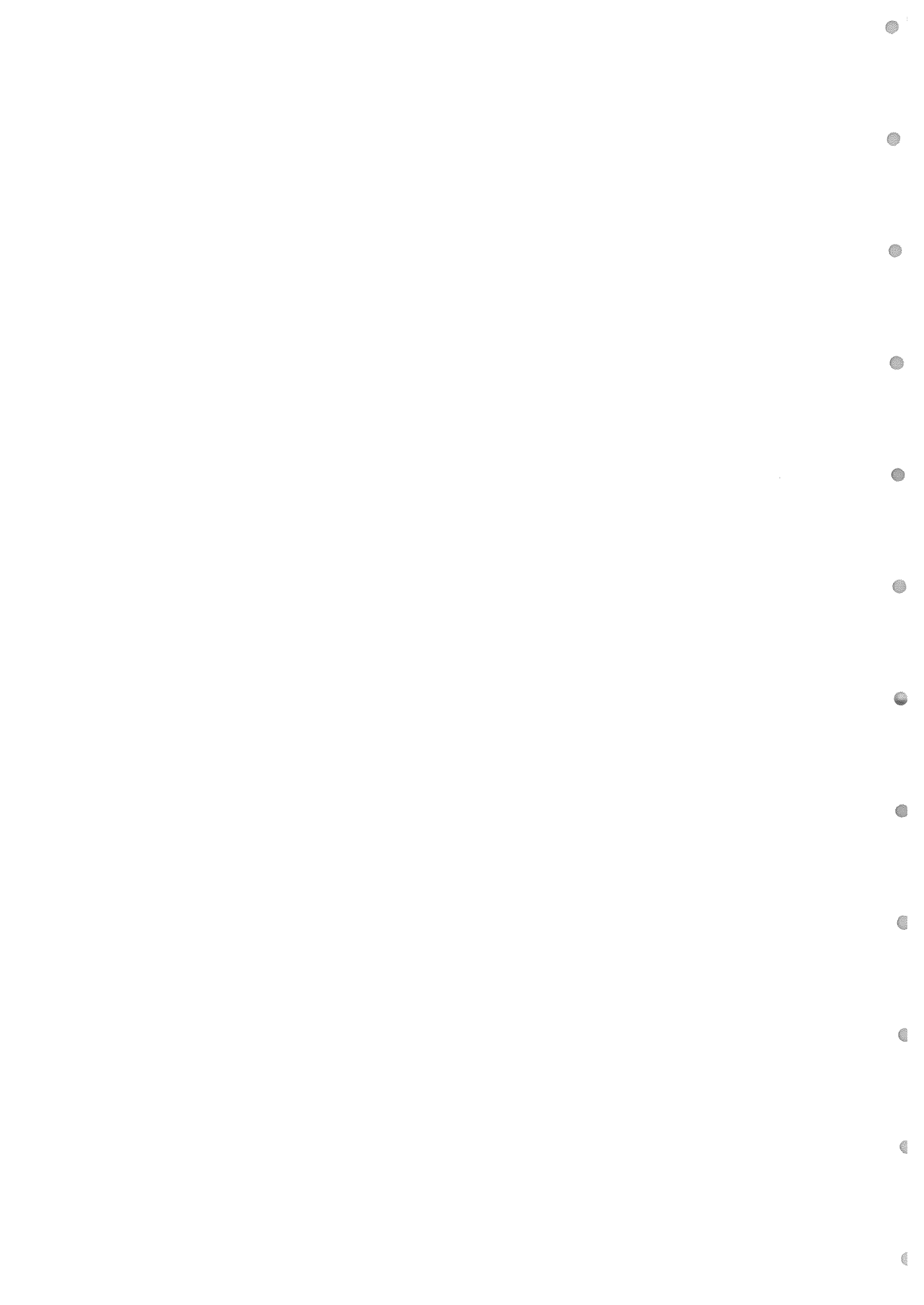
- and -

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

**DEED OF VARIATION No.2 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



THIS DEED is made the

18th

day of

June

2009

BETWEEN:

- 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 **OSNABURGH STREET LIMITED** of York House, 45 Seymour Street, London W1H 7LX (hereinafter called "the Second Owner") of the second part and the First Owner and the Second 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 third 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.
- (B) The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute.
- (C) The Crown Estate Commissioners, B.L.C.T. (16700) Limited 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) A first Deed of Variation in relation to the Existing Agreement was entered into on 20 March 2009.
- (E) The Owner and the Council have agreed to vary certain terms of the Agreement as set out in this further Deed of Variation.
- (F) 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.
- (G) 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 Drawing RP/SK/RP_SK_669A which is annexed to the Existing Agreement shall be replaced with drawing RP/SK/RP_SK_669B annexed to this Deed.

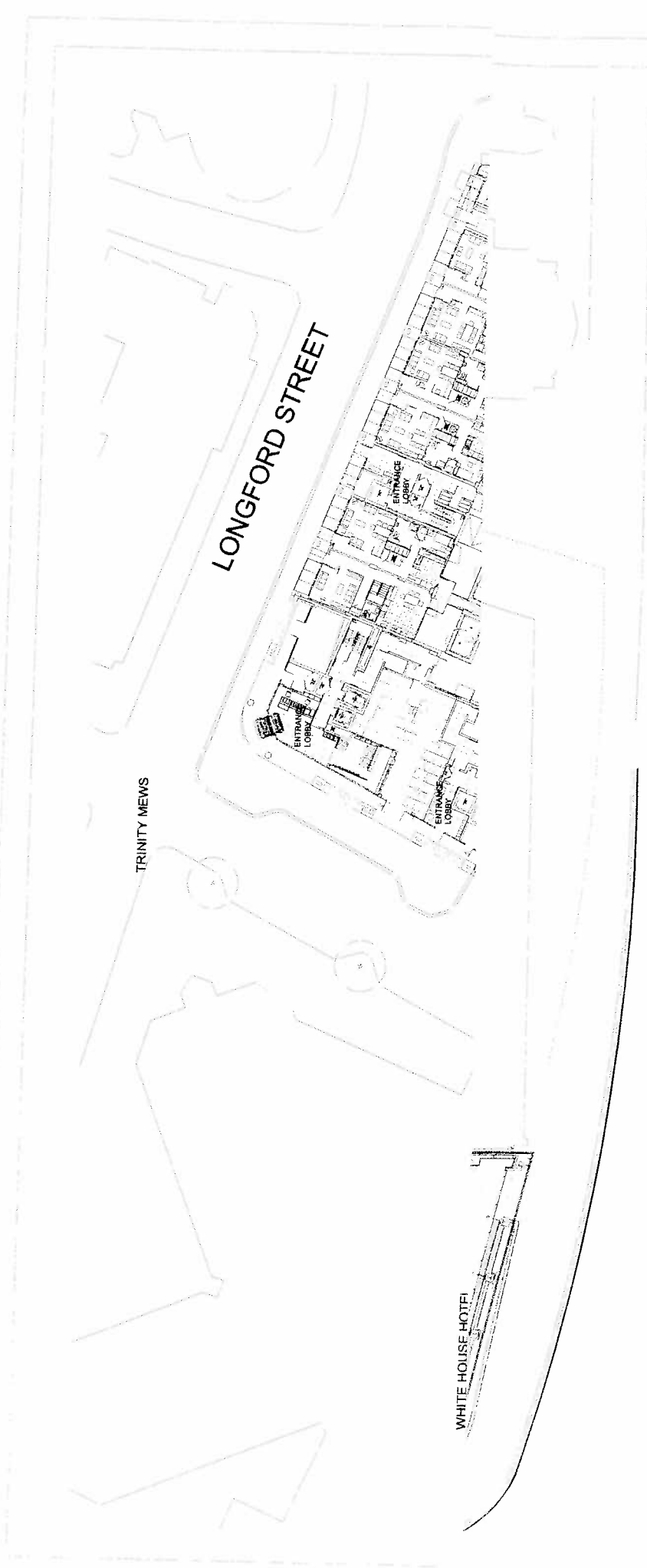
2.2 Clause 4.2.2 of the Existing Agreement shall be deleted in its entirety and replaced with the following:-

"4.2.2 "If the Euston Road Works have not been completed within 1 year following the Occupation of any part of the Commercial Development the Owner shall pay to the Council the Euston Road Works Contribution."

2.3 Clause 4.6.1 and 4.6.2 shall be deleted in its entirety and clause 4.6.1 shall be replaced with the following:-

"4.6.1 Unless otherwise agreed with the Council in accordance with the requirements of the Agreement to comply with regard to physical measures with the requirements of the Public Art Plan as approved by the Council and to install the art works set out in the Public Art Plan as approved (in accordance with the requirements of such plan as approved) to the reasonable satisfaction of the Council (as demonstrated by written notification from the Council to that effect) not later than four months following Occupation of the Development and thereafter to ensure that such art works are retained and maintained as installed."

2.4 The Land Use Plan drawing number C158-125D which is annexed to the Existing Agreement pursuant to Clause 2.27 shall be replaced with drawing number C327IL010 annexed to this Deed.





EUSTON ROAD

LONGFORD STREET

TRINITY MEWS

WHITE HOUSE HOTEL

-  Office Building A
-  Office Building B

British Land

FARRELLS

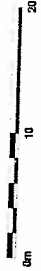
REGENT'S PLACE
OSNABURGH STREET
GROUND LEVEL
PLANNING APPLICATION
SCALE 1:200 @A0
RP/S/KRP_SK_569B
20 February 2009

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- L-00 TRINITY MEWS
- L-00 No 1 SOANE ST
- L-00 No 1 GREAT PORTLAND SQ

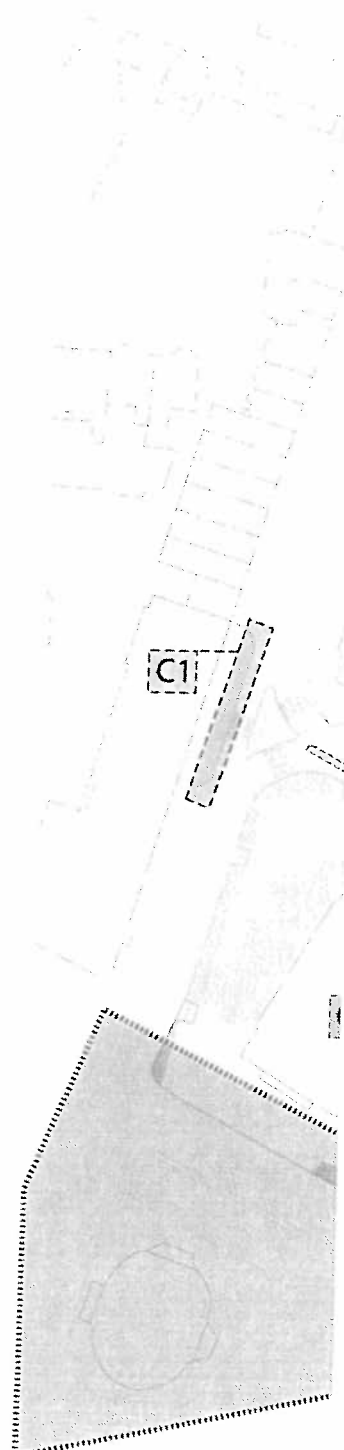
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END

Commercial Highway Works Changes:

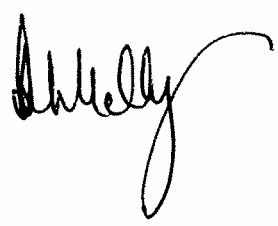
- pavement widening - Safety Audit requirement
- granite Setts changed to Tarmac - Safety Audit requirement
- kerbs to be installed in kerb build-outs - Safety Audit requirement
- drains and gullies omitted - incompatibility with services
- kerbs omitted - incompatibility with services
- additional works - Carriage way to be re-surfaced
- additional works - Street lighting to be enhanced to meet current standards

Residential Highway Works Changes:

- kerbs omitted - incompatibility with services
- drains omitted - incompatibility with services and entrance
- additional works - Carriage way to be re-surfaced
- additional works - Street lighting to be enhanced to meet current standards

Urban Road Highways Works Changes:

- additional works - The traffic signals of the whole gyratory are to be upgraded to meet current standards



RESIDENTIAL HIGHWAY

CHANGES TO LANDUSE PLAN

C327IL010



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)
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



