

DATED

5<sup>TH</sup> FEBRUARY

2019

**(1) TAYLOR WIMPEY UK LIMITED**

-and-

**(2) ONE HOUSING GROUP LIMITED**

-and-

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

-and-

**(4) THE GREATER LONDON AUTHORITY**

---

**DEED OF VARIATION**

Relating to the Agreement dated 27 March 2015  
Between the Greater London Authority  
the Mayor and the Burgesses of the London Borough of Camden  
the Mayor and Burgesses of the London Borough of Islington  
and Royal Mail Estates Limited  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**Mount Pleasant, Camden**

---

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

Tel: 020 7974 6007  
Fax: 020 7974 2962

DoV v Final

THIS DEED is made on the 5<sup>th</sup> day of February 2019

**BETWEEN**

1. **TAYLOR WIMPEY UK LIMITED** (Co. Regn. No. 01392762) of Gate House, Turnpike Road, High Wycombe HP12 3NR (hereinafter called "the First Leaseholder") of the first part
2. **ONE HOUSING GROUP LIMITED** (Registered Society No. IP20453R) of 100 Chalk Farm Road, London NW1 8EH (hereinafter called "the Second Leaseholder") of the second part
3. **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
4. **THE GREATER LONDON AUTHORITY** of City Hall, The Queens Walk, London, SE1 2AA (hereinafter referred to as "the GLA")

**WHEREAS:**

- 1.1 The Greater London Authority the Council the Mayor and Burgesses of the London Borough of Islington and Royal Mail Estates Limited entered into an Agreement dated 27 March 2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in respect of the Site.
- 1.2 The First Leaseholder entered into a Unilateral Undertaking dated 1 May 2018 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) in respect of the PP Site.
- 1.3 The First Leaseholder has been granted a 999 year lease of part of the PP Site from Royal Mail Estates Limited on 30 August 2017 and is registered at the Land Registry as the leasehold proprietor of the part of the PP Site under Title Numbers NGL973436 NGL973435 and NGL973437 and is interested in the PP Site for the purposes of Section 106 of the 1990 Act.
- 1.4 The Second Leaseholder has been granted a 135 year lease of part of the PP Site from the First Leaseholder on 21 December 2017. The Second Leaseholder's

application to be registered at the Land Registry as the leasehold proprietor of the part of the PP Site under Title Number NGL976153 is pending and the Second Leaseholder is interested in the PP Site for the purposes of Section 106 of the 1990 Act.

- 1.5 The First Leaseholder and the Second Leaseholder are successors in title to the Royal Mail Estates Limited and are together "the Owner" as defined in the Existing Agreement and for the purposes of this Deed.
- 1.6 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 PP Site should be restricted or regulated in accordance with this Deed.
- 1.7 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.
- 1.8 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 affect 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 It is hereby agreed between the Parties the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the date hereof.

2.7 References in this Deed to the Owner and Mortgagee shall include their successors in title.

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

2.8.1 "Deed" this Deed of Variation made pursuant to Section 106A of the 1990 Act

2.8.2 "Existing Agreement" the agreement pursuant to Section 106 of the 1990 Act dated 27 March 2015 made between The Greater London Authority the Mayor and Burgesses of the London Borough of Camden the Mayor and Burgesses of the London Borough of Islington and Royal Mail Estates Limited in respect of the Site as read in conjunction with the unilateral undertaking pursuant to Section 106 of the 1990 Act dated 1 May 2018.

### **3. VARIATION TO THE EXISTING AGREEMENT**

3.1 The following definition shall be added to the Existing Agreement:-

**"Registered Provider's Mortgagee"** means a Registered Provider's mortgagee or chargee or any receiver appointed by such mortgagee or chargee or receiver, administrative receiver, housing administrator or similar person appointed to enable such mortgagee or chargee to realise its security in the PP Affordable Housing Units"

**3.2 Schedule 5 Part 1 (Affordable Housing) of the Existing Agreement shall be varied as follows:-**

**3.2.1 Paragraph 1.2 (c) shall be deleted and replaced with the following:**

**"subject to compliance with the Registered Provider Mortgagee's Duty by the Registered Provider's Mortgagee:**

- (i) any Registered Provider's Mortgagee; or**
- (ii) any successor in title to the Registered Provider's Mortgagee."**

**3.2.2 Paragraph 1.4 (a) shall be deleted and replaced with the following:**

**"full and free rights of access for pedestrians from the public highway to the PP Affordable Housing Units and access to the relevant Communal Courtyard for those PP Affordable Housing Units served by a Communal Courtyard; and"**

**3.2.3 Paragraph 1.5 shall be deleted and replaced with the following:**

**"The Registered Provider shall not dispose of its interest in the freehold or leasehold of the PP Affordable Housing Units or any part thereof (except by way of mortgage or charge) other than to any other Registered Provider, Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator save for the avoidance of doubt this provision shall not prevent the Registered Provider disposing of its interest in a PP Affordable Housing Unit to a Protected Tenant."**

**3.2.4 A new paragraph 1.7 shall be added as follows:**

**"The Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of Affordable Housing Units within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the London Borough of Camden's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region)".**

**3.2.5 A new paragraph 1.8 shall be added as follows:**

**"The provisions of paragraphs 1.5, 1.6 and 1.7 above shall not, subject to compliance with the Registered Provider Mortgagee's Duty by the Registered Provider's Mortgagee, apply to:**

- (i) any Registered Provider's Mortgagee;**
- (ii) any successor in title to a Registered Provider's Mortgagee."**

**3.3 Schedule 5 Part 5 (Highways) of the Existing Agreement shall be varied as follows:-**

**3.3.1 Paragraph 1.2 shall be deleted and replaced with the following:**

**"The Owner covenants not to Implement the PP Development unless and until it has submitted to the Councils for their approval:**

- (a) details of the PP Dedication Land;**
- (b) details of the PP Level Plans; and**
- (c) the preliminary design, specification and drawings of the PP Highway Improvement Works and the PP Highway Works Essential Items and where the PP Highway Works Essential Items includes the improvements to Phoenix Place the Councils and the Owner will use reasonable endeavours when agreeing the detailed design of such works to leave sufficient space under Phoenix Place so as to facilitate a future connection between the CS Energy Centre and the PP Energy Centre."**

**3.3.2 Paragraph 1.3 shall be deleted and replaced with the following:**

**"Following approval of the details pursuant to paragraph 1.2 the Owner covenants to enter into the PP Highways Agreement prior to the Occupation Date and not to First Occupy the PP Development unless and until the PP Highways Agreement has been entered into."**

**3.4 Schedule 10 (The Registered Provider's Mortgagee's Duty) of the Existing Agreement shall be varied as follows:-**

**3.4.1 Paragraph 1 shall be deleted and replaced with the following:**

**"1.1 Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, the Registered Provider's mortgagee shall give not less than three months prior notice to the LB Islington of its intention to dispose of the Affordable Housing Units; and**

**1.2 Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge or other security documentation, the Registered Provider's Mortgagee shall first give notice to the LB Camden of its intention to dispose of the Affordable Housing Units; and"**

**3.4.2 Paragraph 2 shall be deleted and replaced with the following:**

**"2.1 If the LB Islington, the Registered Provider's Mortgagee or any other person cannot within three months of the date of service of the Registered Provider's mortgagee's notice pursuant to paragraph 1.1 above arrange or secure a transfer of the Affordable Housing Units to a Registered Provider, or other provider of Affordable Housing Approved by the LB Islington, then provided that the Registered Provider's mortgagee shall have fully complied with its obligations above, the Registered Provider's mortgagee shall be entitled to dispose free of the restrictions set out in Part 1 of Schedule 4 for the CS Affordable Housing Units located on the CS Site; PROVIDED THAT the rights and obligations in this Schedule shall not require the Registered Provider's mortgagee to act contrary to its legal duties under the charge or mortgage; and PROVIDED THAT the Registered Provider's mortgagee shall co-operate with any arrangements for transfer of the Affordable Housing Units and use its reasonable endeavours to secure such a transfer; and PROVIDED THAT the relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of such sale for the provision of Affordable Housing within the London Borough of Islington in the first instance or, in the event the Registered Provider can show to the LB Islington's reasonable written satisfaction that such funds are unable to be**

applied within the London borough of Islington, within the North London Region (or successor region).

2.2 If the LB Camden, the Registered Provider's Mortgagee or any other person cannot within three months of the date of service of the Registered Provider's Mortgagee's notice pursuant to paragraph 1.2 above complete a transfer of the Affordable Housing Units to a Registered Provider, or other provider of Affordable Housing Approved by the LB Camden, then provided that the Registered Provider's Mortgagee shall have fully complied with its obligations above, the Registered Provider's Mortgagee shall be entitled to dispose free of the restrictions set out in Part 1 of Schedule 5 for the PP Affordable Housing Units located on the PP Site; PROVIDED THAT the rights and obligations in this Schedule shall not require the Registered Provider's Mortgagee to act contrary to its legal duties under the charge or mortgage or other security documentation and shall not be obliged to transfer the Affordable Housing Units for a consideration that is less than the outstanding monies due under the terms of the relevant security documentation (including all accrued principal monies, interests, costs and expenses); and PROVIDED THAT the Registered Provider's Mortgagee shall co-operate with any arrangements for transfer of the Affordable Housing Units and use its reasonable endeavours to secure such a transfer and will not hinder or obstruct the transfer."

3.5 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 agrees 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 parties hereto have executed this deed the day and year first before written



**EXECUTED AS A DEED**  
**By affixing the common seal of**  
**The Greater London Authority**  
**in the presence of:**

)  
)  
)  
)



**Authorised Signatory**

*[Handwritten signature in blue ink]*  
.....

EXECUTED AS A DEED BY  
TAYLOR WIMPEY UK LIMITED  
acting by a Director:

)  
)  
)  
)  
)  
  
James Jordan

Witnessed by:



.....  
Witness Signature

SHARON AXFORD

Witness Name

Address

37 CHURCH ROAD  
SHERINGTON  
NEWPORT PAGNELL  
BUCKS. MK16 9PA

Occupation

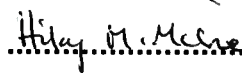
PA to CEO

EXECUTED AS A DEED )  
By affixing the common seal of )  
ONE HOUSING GROUP LIMITED )  
in the presence of: )

Authorised Signatory



.....  
Authorised Signatory



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

  
.....  
Duly Authorised Officer

