

DATED

17 March

2020

**(1) SLQR TRUSTEE NO. 1 LIMITED and SLQR TRUSTEE NO. 2 LIMITED as joint
trustees of SLQR UNIT TRUST NO. 3**

and

(2) MOUNT STREET MORTGAGE SERVICING LIMITED

and

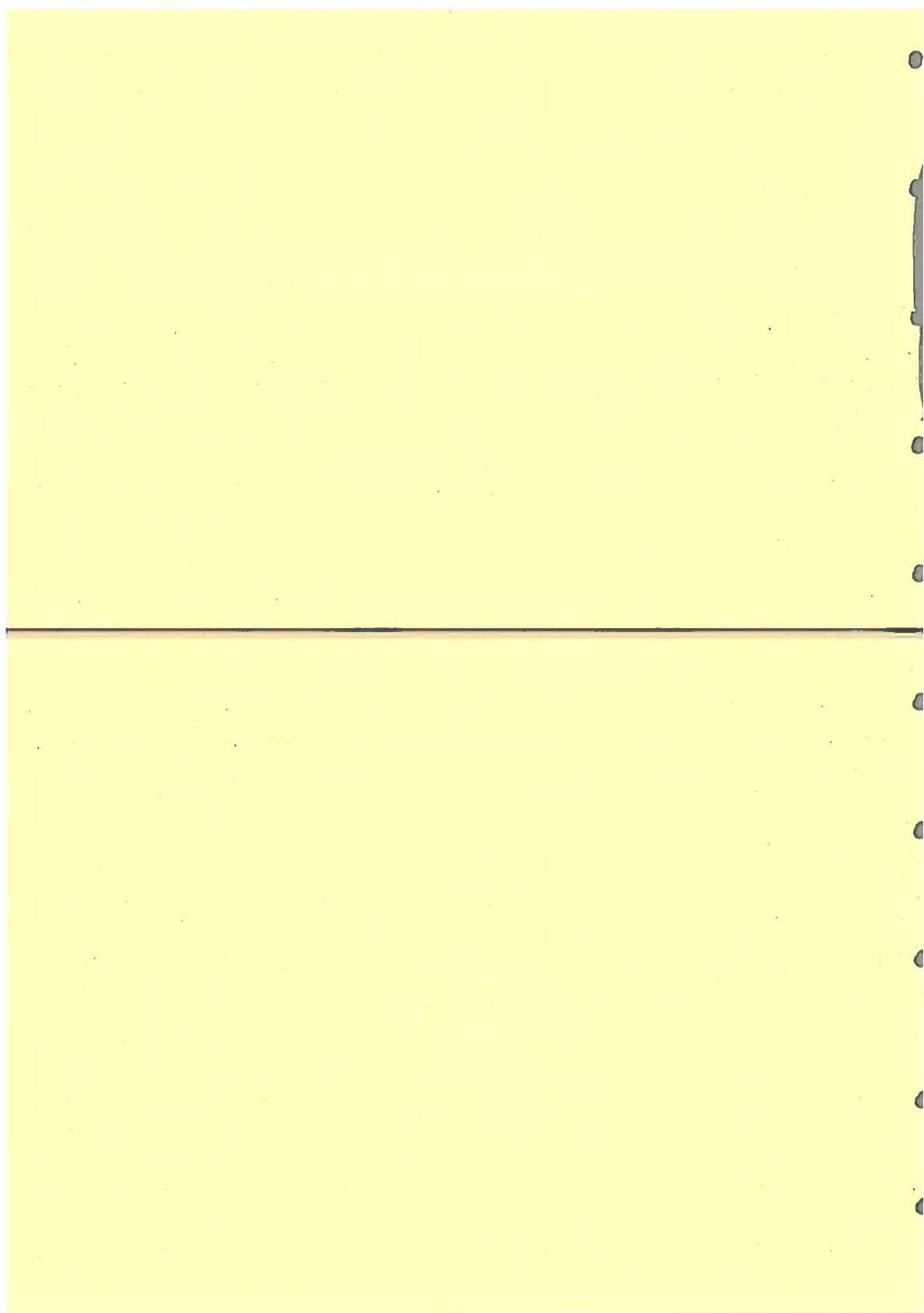
**(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

FIRST DEED OF VARIATION

relating to land known as
SPACE HOUSE, 1 KEMBLE STREET, LONDON WC2B 6TE
pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 (as
amended)

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

Tel: 020 7974 5826



THIS DEED is made on the 17th day of March 2020

BETWEEN

- A. **SLQR TRUSTEE NO.1 LIMITED** (registered in Jersey with Company Number 123165) and **SLQR TRUSTEE NO. 2 LIMITED** (incorporated in Jersey with Company Number 123166) each of whose registered office is at 3rd Floor, 37 Esplanade, St Helier, Jersey JE1 1AD acting in their capacity as the joint trustees of SLQR Unit Trust No. 3 and whose address for service in the United Kingdom is Seaforth Land Holdings Limited, 29-31 Saffron Hill, London EC1N 8SW (hereinafter called "the Owner") of the first part
- B. **MOUNT STREET MORTGAGE SERVICING LIMITED** (Co. Regn. No. 3411668) whose registered office is at 10 Queen Street Place, London EC4R 1AG (hereinafter called "the Mortgagee") of the second part
- C. **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:

- 1.1 The Council, the Owner and the Mortgagee entered into the Existing Agreement on the 26 November 2019 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL607138.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 The Mortgagee as mortgagee under a legal charge registered under title BGL607138 dated 30 April 2018 and is willing to enter into this Agreement and to give its consent to the same.
- 1.5 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.

1.6 The Council, the Mortgagee and the Owner have agreed to enter into this Deed for the variation of the Existing Agreement in accordance with Section 106 and 106A of the Act.

1.7 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 Deed 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 References in this Deed to the Owner 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 first deed of variation made pursuant to Section 106A of the Act
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2.7.2 "Existing Agreement"

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 26 November 2019 between the SLQR Trustee No. 1 Limited, SLQR Trustee No. 2 Limited in their capacity as the joint trustees of SLQR Unit Trust No. 3, Mount Street Mortgage Servicing Limited and the Council.

3. VARIATION TO THE EXISTING AGREEMENT

3.1 Clause 11.1 of the Existing Agreement shall be deleted and replaced with the following:

3.1.1 Subject to 11.2 not to Implement or permit Implementation or otherwise take any steps to carry out the Development until such time as the Owner has demonstrated to the Council's satisfaction and the Council has confirmed in writing that it is satisfied that the Owner is the sole owner of the Property and that all Occupational Tenants and Lessees of the Property (save for the interests registered with title numbers NGL865645 and NGL867084) have ceased to have any legal or equitable interest in the Property and have permanently vacated the Property by providing the following evidence that the leases have been surrendered or terminated:

- (a) an updated copy of the Land Registry freehold title number NGL607138 showing the leasehold titles have been removed from the freehold title; OR
- (b) a copy of the application to remove the expired leasehold titles from the freehold title; AND
- (c) a solicitor (acting on the direct instruction of the Owner) certifying in writing that all leases and tenancies have expired.

3.2 In all other respects the Existing Agreement (as varied by this Agreement) 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 date hereof.

5. REGISTRATION AS LOCAL LAND CHARGE

- 5.1 This Deed shall be registered as a Local Land Charge

6. PAYMENT OF THE COUNCIL'S LEGAL COSTS

- 6.1 The Owner agrees to pay the Council its legal costs in the amount of £1,035 in preparing this Deed.

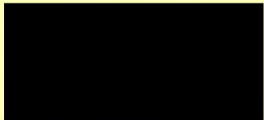
7. JOINT AND SEVERAL LIABILITY

- 7.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED FOR AND
ON BEHALF OF SLQR
TRUSTEE NO. 1 LIMITED
as joint Trustee of SLQR Unit Trust No.3
in the presence of:

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)
)
)
)


Sam Wade

.....
Witness Signature

Witness Name: Georgia Christie.

Address: 3rd Floor, 37 Esplanade
St Helier, Jersey, JE11AD

Occupation: Administrator

THIS IS A CONTINUATION OF THE FIRST DEED OF VARIATION TO THE SECTION 106
AGREEMENT IN RELATION TO SPACE HOUSE, 1 KEMBLE STREET, LONDON WC2B
6TE

EXECUTED AS A DEED FOR AND
ON BEHALF OF SLQR
TRUSTEE NO. 2 LIMITED
as joint Trustee of SLQR Unit Trust No.3
in the presence of: ,

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)
)
)



Claire Cabot
Director

.....
Witness Signature

Witness Name: *Georgia Christie*

Address: 3rd Floor, 37 Esplanade
St Helier, Jersey, JE11AD

Occupation: *Administrator*

EXECUTED AS A DEED BY
MOUNT STREET MORTGAGE
SERVICING LIMITED
by
in the presence of:-

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SERENITY MORLEY

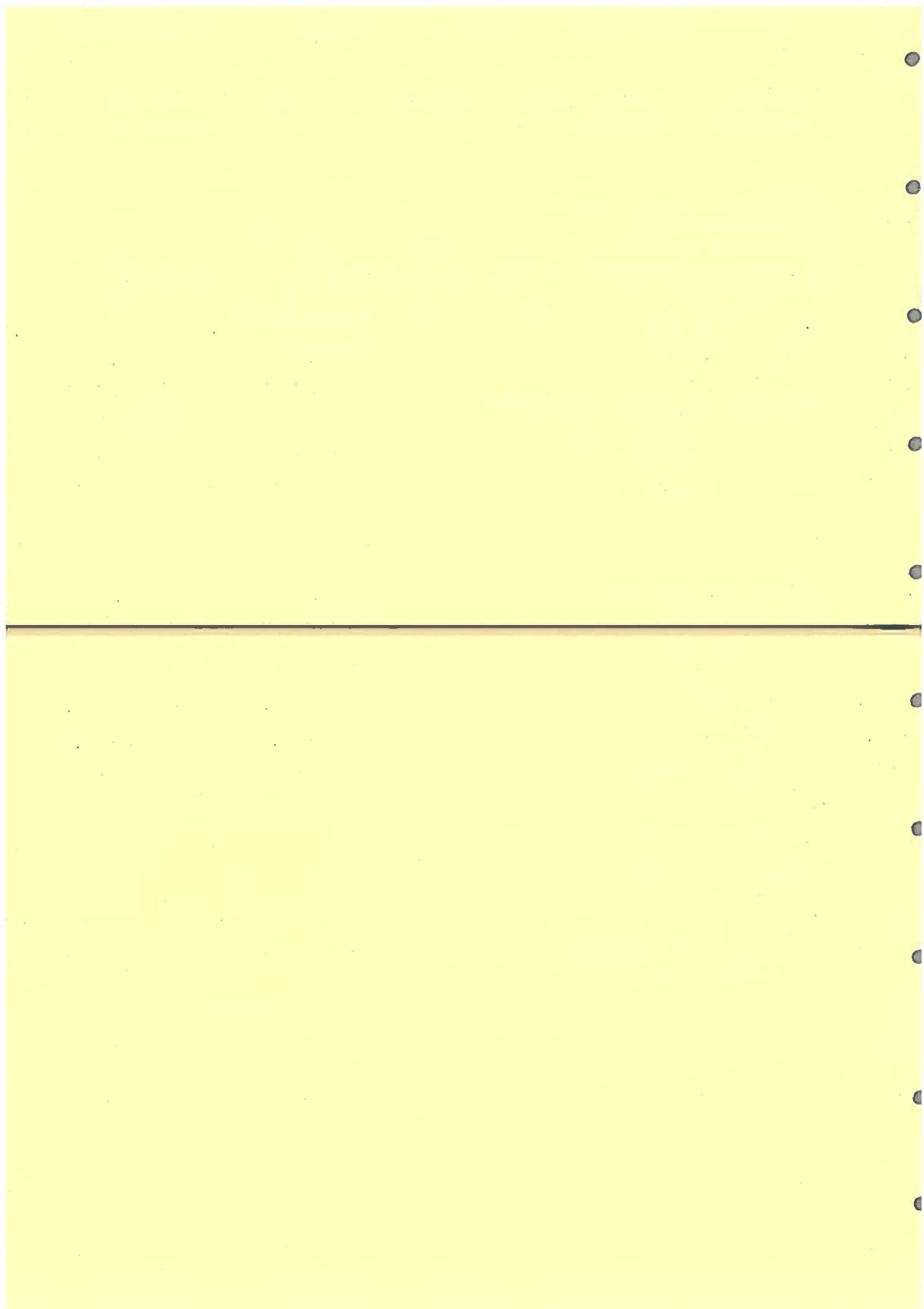
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MARK BORT
25 BASINGHALL ST.
LONDON. EC2V 5HA

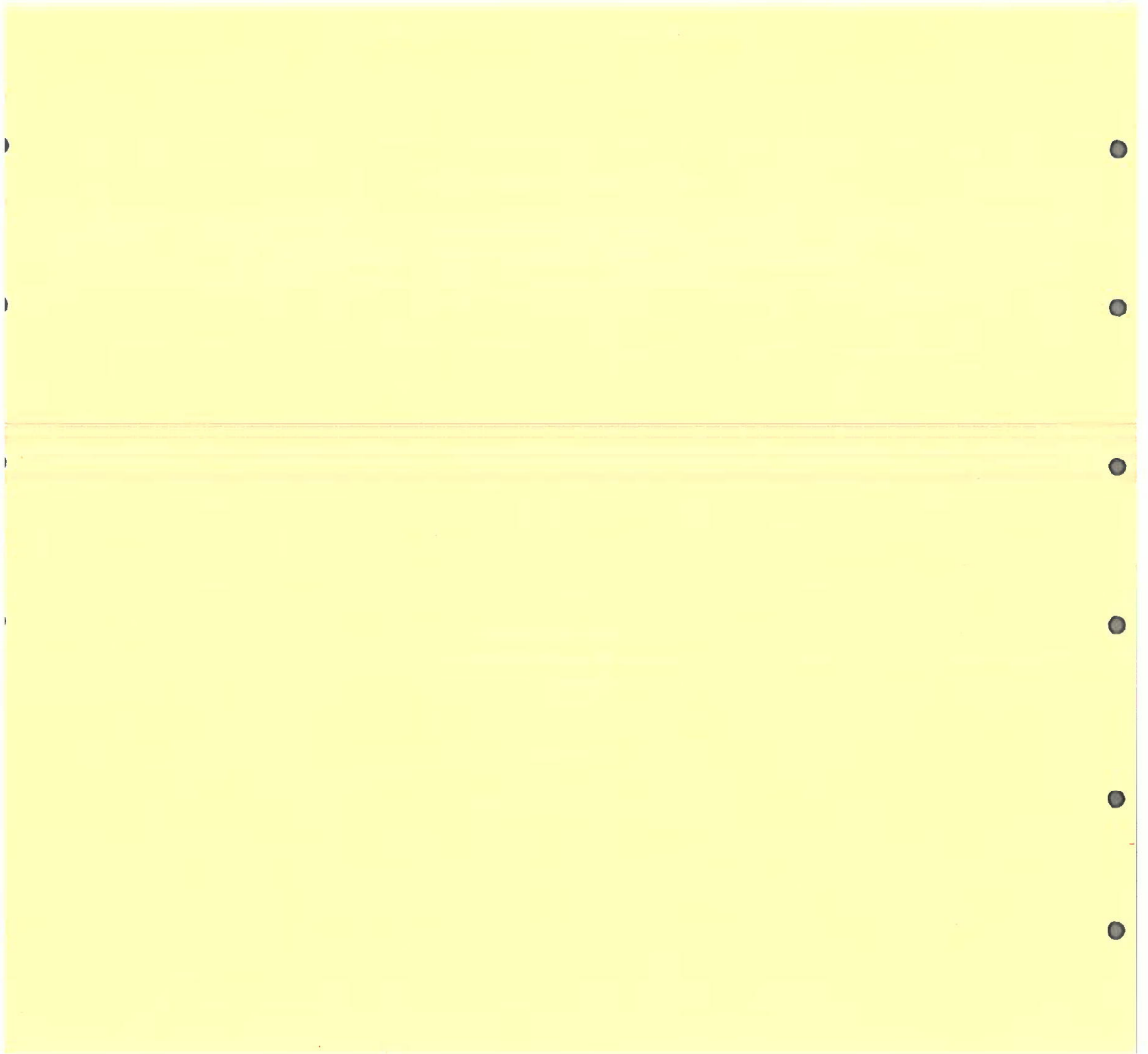
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN
was hereunto affixed by Order:-

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Duly Authorised Officer





DATED

17 March

2020

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trustees of SLQR UNIT TRUST NO. 3**

and

(2) MOUNT STREET MORTGAGE SERVICING LIMITED

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