

DATED

11 June

2020

(1) ROYAL MAIL GROUP LIMITED

and

(2) PONTEGADEA UK LTD

and

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

THIRD DEED OF VARIATION

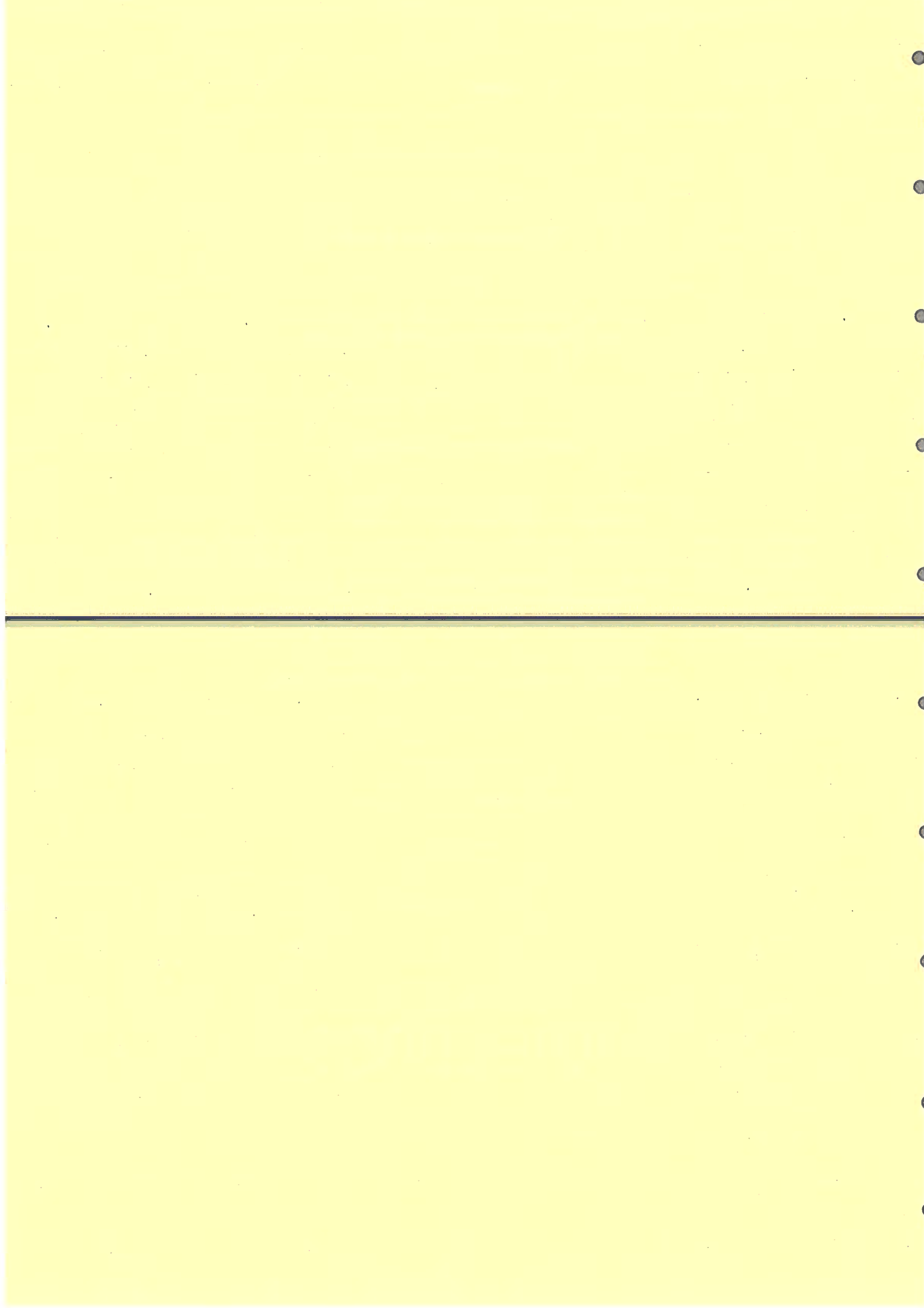
Relating to the Agreement dated 30 March 2015
Between the Mayor and the Burgesses of the
London Borough of Camden, Royal Mail Group Limited, New Oxford Street Limited and
Deutsche Bank AG London as varied by the First Deed of Variation dated 31 March 2017
and the Second Deed of Variation dated 6 July 2017
under section 106 and 106A of the Town and
Country Planning Act 1990 (as amended)

Relating to development at premises known as
21-31 NEW OXFORD STREET LONDON WC1A 1BA

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

Tel: 020 7974 5826

CLS/COM/LN/1800.1313
DoV FINAL



THIS AGREEMENT is made on the 11th day of June 2020

BETWEEN

1. **ROYAL MAIL GROUP LIMITED** (Co. Regn. No. 4138203) whose registered office is at 100 Victoria Embankment, London EC4Y 0HQ (hereinafter called "the Freeholder") of the first part
2. **PONTEGADEA UK LTD** (Co. Regn. No. 8680673) whose registered office is at West End House, 1st Floor, 11 Hills Place, London W1F 7SE (hereinafter called "the Owner") 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

WHEREAS:

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Number NGL727825 and the leasehold proprietor with title absolute of part of the Property under Title Number NGL896962.
- 1.2 The Freeholder is the freehold and leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Owner is registered at the Land Registry as the leasehold proprietor with title absolute of the Property under Title Number NGL732336..
- 1.4 The Owner is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 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 the Existing Agreement as varied by this Agreement.
- 1.6 This Agreement is made by virtue of Section 106 and Section 106A of the Act (as amended) and is a planning obligation for the purposes of that section.

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 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.

2.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 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.

2.4 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 affect the construction of this Agreement.

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

2.6 References in this Agreement to the Owner shall include their successors in title.

2.7 In this Agreement the following expressions shall unless the context otherwise states have the following meanings:

2.7.1 "Agreement" this deed of variation made pursuant to Section 106 and 106A of the Act

2.7.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 30 March 2015 made between the Council, Royal Mail Group Limited, New Oxford Street Limited and Deutsche Bank AG London as

varied by the first deed of variation dated 31 March 2017 and the second deed of variation dated 6 July 2017

3. VARIATION TO THE EXISTING AGREEMENT

3.1 With effect from the date of this Agreement, the definition at clause 2.64 of the Existing Agreement shall be deleted and replaced with the following:

“Small Independent
Retail Area”

an area (being part of the Development) with access from High Holborn and having an internal floorspace of not less than 350 square metres for the provision of small independent retail units (A1 or A3) with one unit to have an internal floorspace of no more than 150 square meters and all other units to have an internal floorspace of no more than 75 square metres

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 The provisions in this Agreement shall take effect on the date hereof.

5. MISCELLANEOUS PROVISIONS

5.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

5.2 This Agreement shall be registered as a Local Land Charge.

5.3 This Agreement is governed by and shall be interpreted in accordance with the laws of England.

5.4 No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

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

SIGNED AS A DEED BY
ROYAL MAIL GROUP LIMITED
under a power of attorney dated
23 March 2019

)
)
)
)

Toni LYNZ

.....
Signature of Toni LYNZ

as attorney for Royal Mail Group Limited

In the presence of:

B. KNEIL

Signature of witness

Name of witness: B. KNEIL

Address: 185 Farringdon Road London EC1A 1AA

Occupation: EXECUTIVE ASSISTANT

EXECUTED AS A DEED BY
PONTEGADEA UK LTD

)
)

acting by
a director, in the presence of:

)
)

PONTEGADEA INMOBILIARIA S.L.

.....
SIGNATURE OF WITNESS

NAME OF WITNESS: JAIWE CARRA MERCHANT

ADDRESS OF WITNESS: AV. DIPUTACION S/N, ARTELDO (SPAIN)

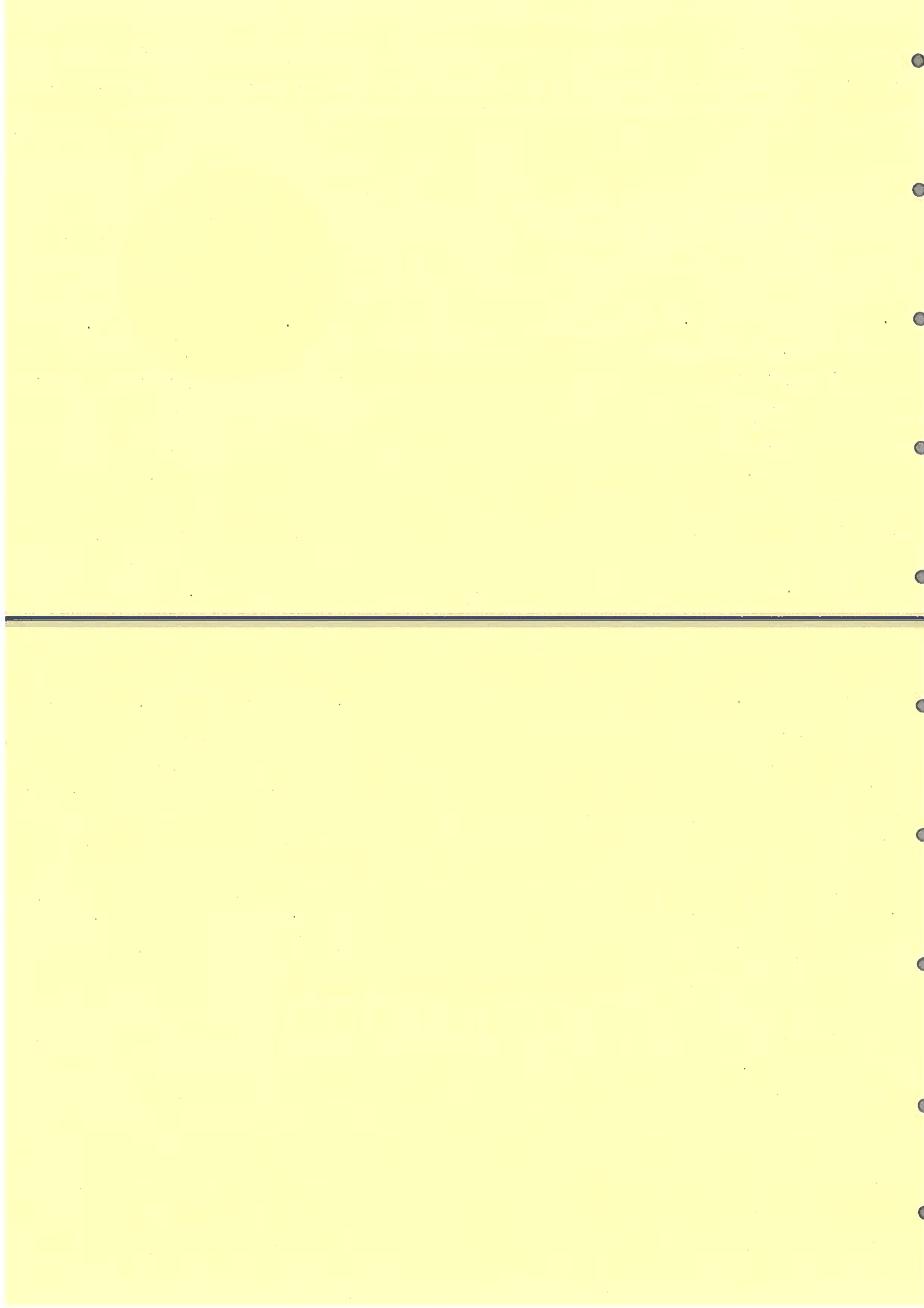
OCCUPATION OF WITNESS: LAWYER

**THIS IS A CONTINUATION OF THE DEED OF VARIATION TO THE SECTION 106
AGREEMENT IN RELATION TO 21-31 NEW OXFORD STREET LONDON WC1A 1BA**

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



R. Alexander
.....
Authorised Signatory





DATED

11 June

2020

(1) ROYAL MAIL GROUP LIMITED

and

(2) PONTEGADEA UK LTD

and

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

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