

DATED

3 February

2021

(1) GMS ESTATES LIMITED

-and-

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

DEED OF VARIATION

Relating to the Agreement dated 23 November 2017
Between the Mayor and the Burgesses of the
London Borough of Camden and
GMS Estates Limited

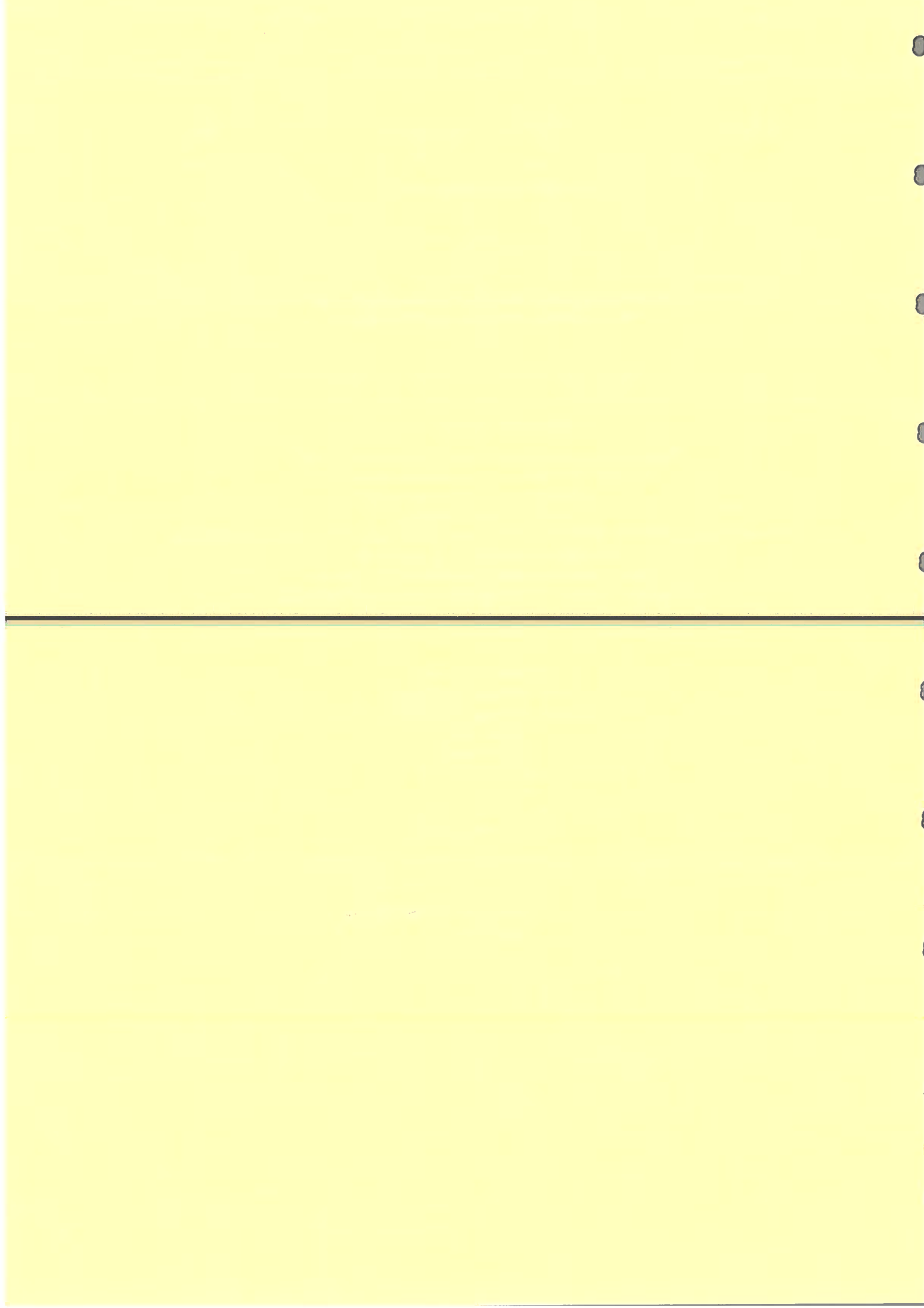
Pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 (as
amended) relating to land known as
Relating to development at premises known as
Kingsway House 103 Kingsway London WC2B 6QX

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

Tel: 020 7974 1918
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CLS/COM/ESA/1800.TBA 1844
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JM



THIS DEED OF VARIATION is made on the
2021

3rd

day of February

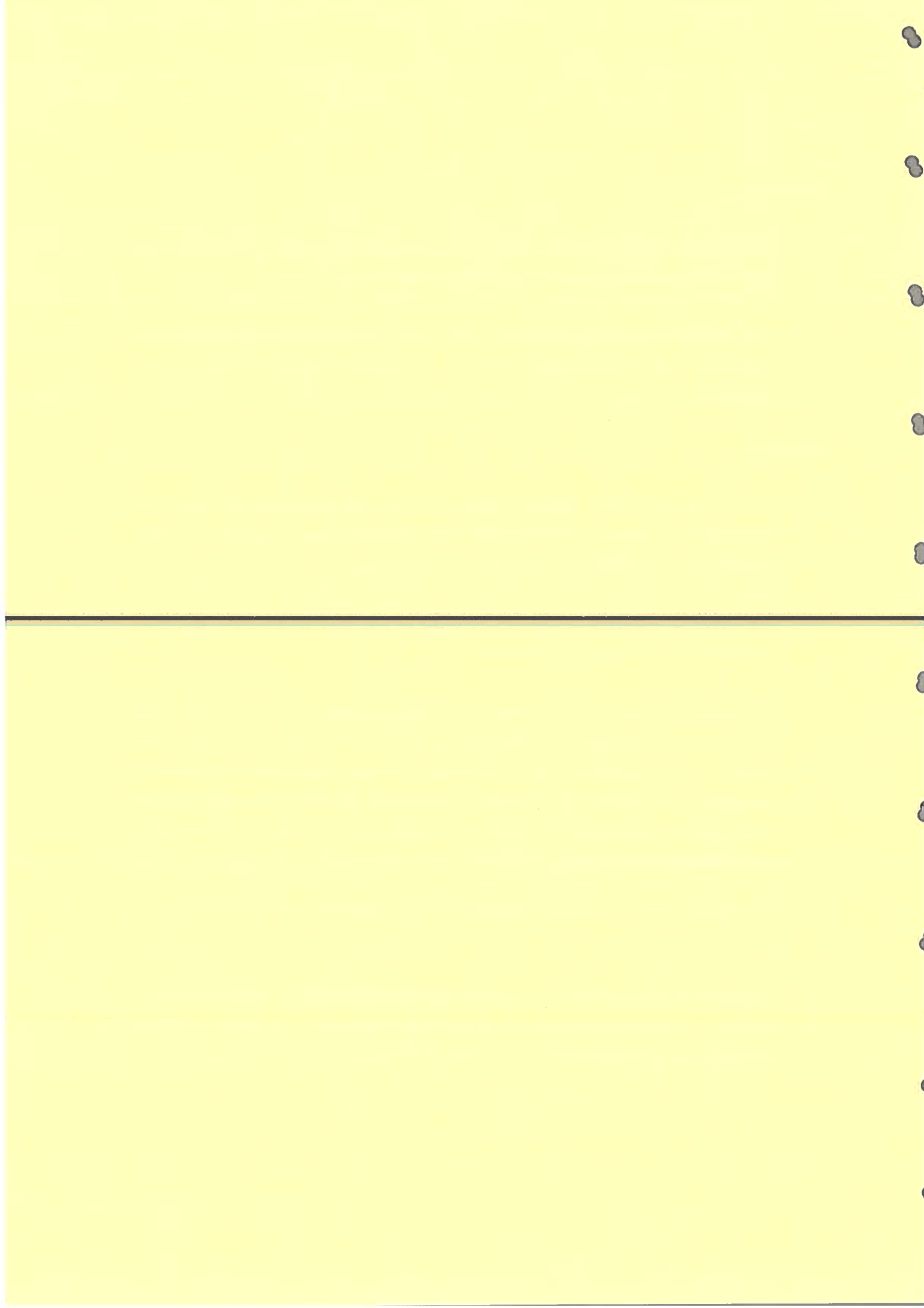
BETWEEN

1. **GMS ESTATES LIMITED** (Co. Regn. No. 210378) 32 Great James Street, London WC1N 3HB (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS:

- 1.1 The Council and GMS Estates Limited entered into an Agreement dated 23 November 2017 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) (the 'Agreement') relating to the Property.
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL610443
- 1.3 The Council is the local planning authority for the purposes of the Act and the local authority for the purposes of Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 for the area in which the Property is situated 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 of Variation (the 'Deed').
- 1.4 The Council and the Owner have agreed to vary the Agreement as set out in this Deed.
- 1.5 This Deed is supplemental to and varies the Agreement and is made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 (as amended) and is a planning obligation for the purposes of the Act.

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1.6 Without prejudice to the terms of the other covenants contained in the Agreement the parties hereto have agreed to vary the terms of the Agreement as hereinafter provided.

2. INTERPRETATION

2.1 All words and phrases defined in the Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Agreement shall remain in full force and effect save as varied by this Deed.

2.2 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 Deed.

2.3 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not effect the construction of this Deed.

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

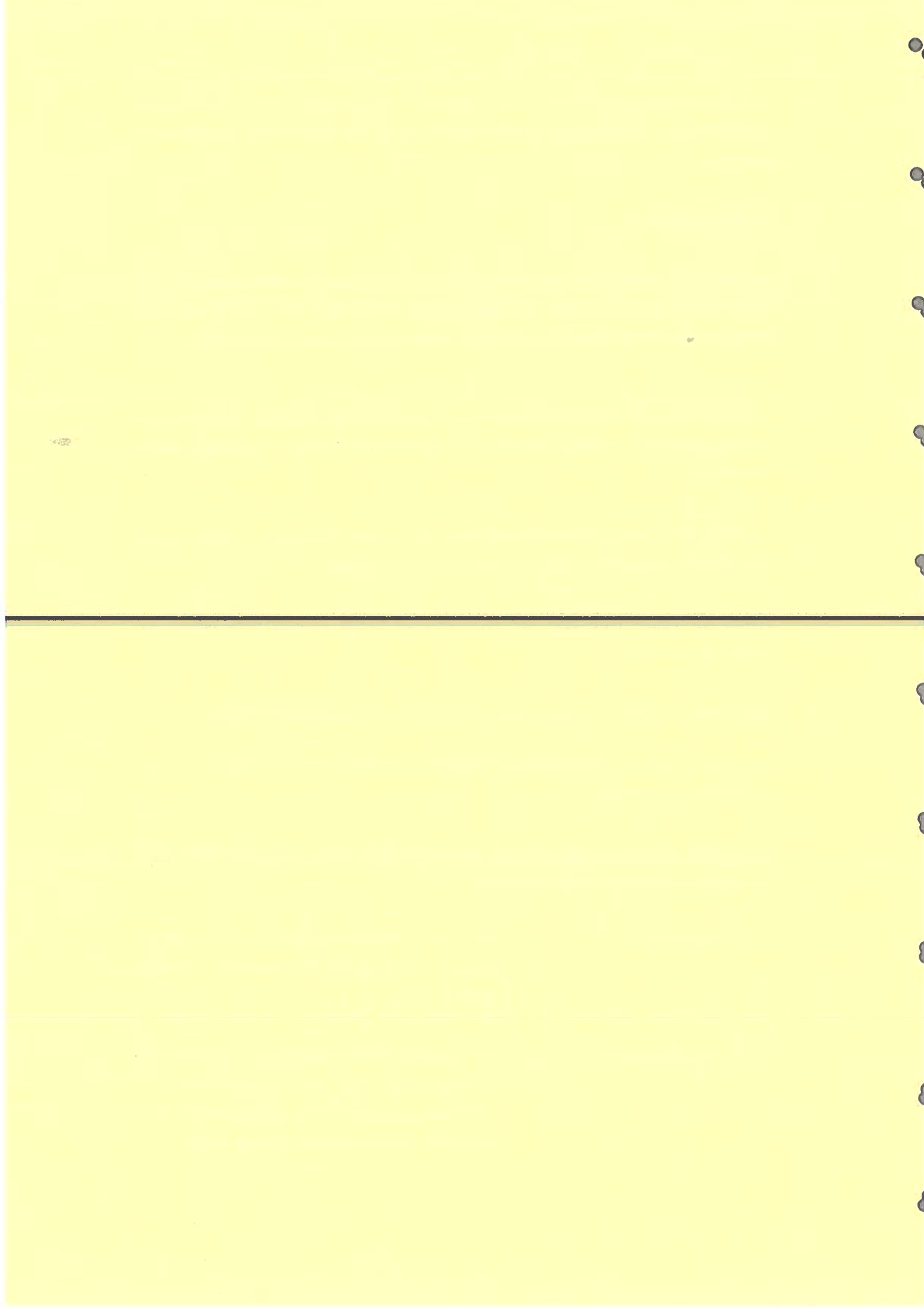
2.5 References in this Deed to the Owner shall include their successors in title.

2.6 This Deed is subject to and will be construed in all respects in accordance with the provision of English Law.

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 "the Deed"	this Deed of Variation made pursuant to Section 106 and 106A of the Act and other enabling powers
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2.7.2 "the Agreement"	the Section 106 Agreement entered into pursuant to the Town and Country Planning Act 1990 (as amended) dated 23 November 2017 made between the Council and the Owner
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3. VARIATION TO THE AGREEMENT

3.1 The Parties hereby agree that the Agreement shall be varied as follows:

SUSTAINABILITY PLAN

3.2 Paragraph 4.7.1 shall be deleted and the following paragraph shall be substituted in its place:

'4.7.1 On or prior to any Main Works to submit to the Council for approval the Sustainability Plan.'

3.3 Paragraph 4.7.2 shall be deleted and the following paragraph shall be substituted in its place:

'4.7.2 Not to undertake any Main Works at the Development until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.'

3.4 The following definitions shall be added to the Agreement in alphabetical order;

'the Deed' means the Deed of Variation dated entered into between the Council and the Owner pursuant to Section 106 and 106A of the Act and other enabling powers;

'the Main Works' means the façade retention and demolition of the Property;

3.5 In all other respects the Agreement (as varied by this Deed) shall continue in full force and effect.

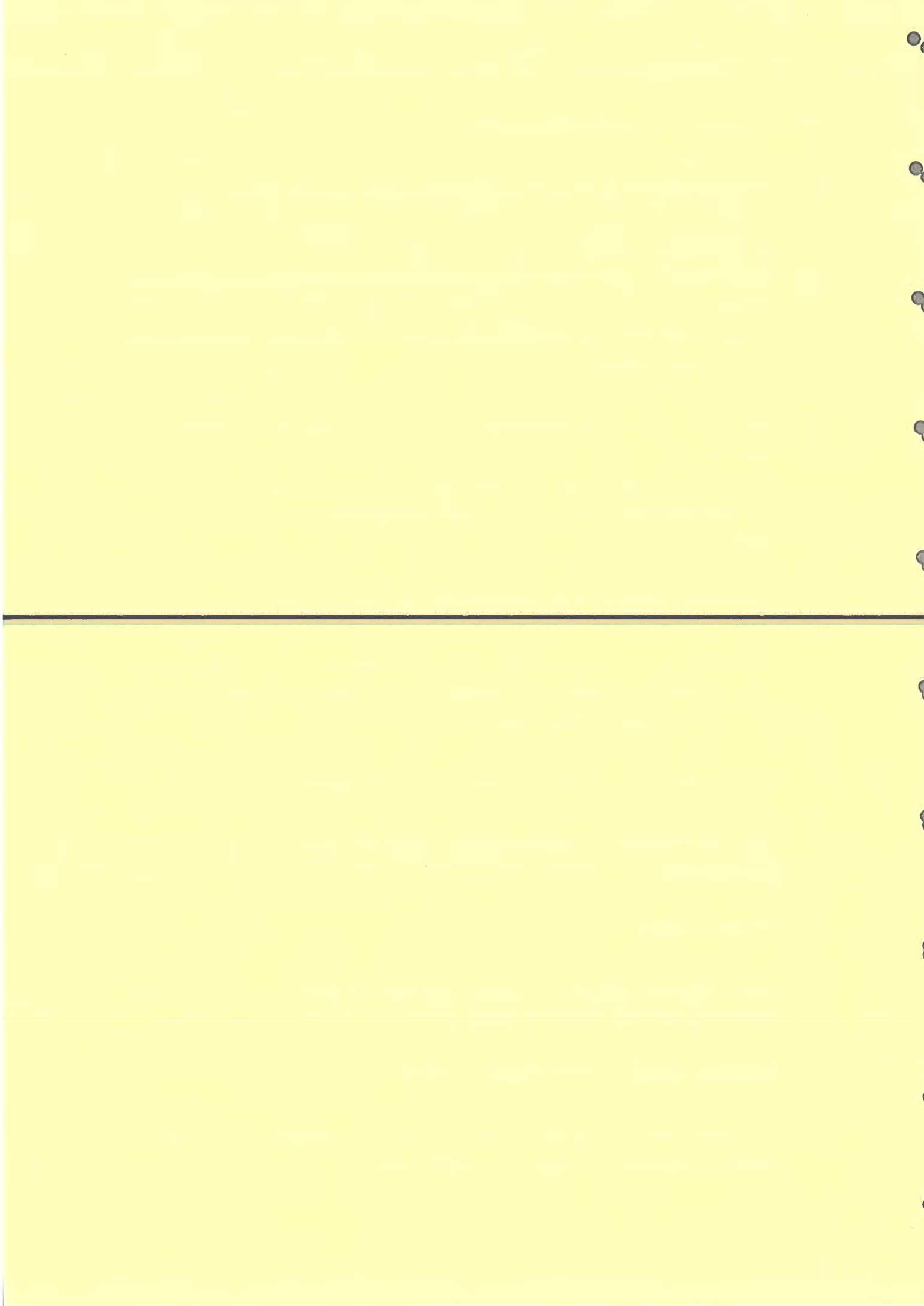
4. COMMENCEMENT

4.1 Without prejudice to the effect of Clause 3.5 in the Agreement, the provisions in this Deed shall take effect on the date hereof.

5. PAYMENT OF THE COUNCIL'S LEGAL COSTS

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

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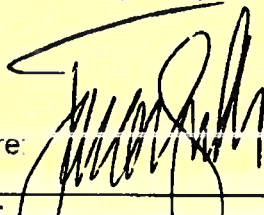


6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed shall be registered by the Council as a Local Land Charge

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

Executed as a Deed by)
GMS ESTATES LIMITED acting by a)
director in the presence of:)

sign here: 
Director
print name: JASON SMITH

In the presence of:

Witness signature:

Witness sign here: J. A. Smith

Witness name:

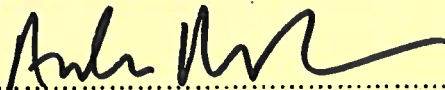
print name: JULIA ANN SMITH

Witness address:

TRUMPET HILL LODGE
FLANCHFORD ROAD
REIGATE
SURREY
RH2 8QX
HOUSEWIFE

Witness occupation:

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


Duly Authorised Officer



