

DATED

23 APRIL

2021

(1) BRILL PLACE LIMITED

and

(2) INVESTEC BANK PLC

and

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

DEED OF VARIATION

varying the Agreement entered into on 5 February 2020
as varied by the Deed of Variation entered into on 1 July 2020
under section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land known as
Brill Place, London NW1

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

Tel: 020 7974 1918
Fax: 020 7974 2962

THIS AGREEMENT is made the 23rd day of April 2021

BETWEEN:

- i. **BRILL PLACE LIMITED** (company registered in Jersey with registration number 128965) whose registered office is at 1 IFC St. Helier Jersey JE2 3BX and whose address for service in the UK is Wedlake Bell LLP, 71 Queen Victoria Street, London EC4V 4AY (hereinafter called "the Owner") of the first part
- ii. **INVESTEC BANK PLC** of 30 Gresham Street, London, EC2V 7QP (hereinafter called "the Mortgagee") of the second part
- iii. **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

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor of the Property with Title absolute under Title Number BB4542 and the long leasehold owner of the subsoil of the adjacent land in the course of first registration with new Title Number BB543 (being part of the land within existing Title Number NGL631887), subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Original Agreement (as defined in clause 2.2 of this Agreement) was entered into on 5 February 2020.
- 1.4 The Further Variation Permission (as defined in clause 2.2 of this Agreement) was granted on 1 July 2020 and the First Deed of Variation (as defined in clause 2.2 of this Agreement) was entered into on the same date.
- 1.5 A Second Further Variation Application (as defined in clause 2.2 of this Agreement) has been submitted to the Council under planning application reference number 2020/4631/P and validated on 16 October 2020 and the Council has resolved to

approve the Second Further Variation Application subject to the completion of this Agreement.

- 1.6 The Council is the local planning authority for the purposes of the Act 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 Agreement.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number BB4542 and of even date is willing to enter into this Agreement to give its consent to the same.
- 1.8 Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as provided in this Agreement.

2. **INTERPRETATION**

- 2.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Agreement save where otherwise provided or where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Agreement.
- 2.2 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-
 - a. "Agreement" this Deed of Variation
 - b. "First Deed of Variation" the deed of variation of the Original Agreement entered into by the Parties on 1 July 2020 pursuant to section 106A of the Act in relation to the Further Variation Permission
 - c. "Further Variation Application" the application allocated reference number 2019/5882/P submitted pursuant to section 73 of the Act by the Owner to the Council to vary

the Original Planning Permission (as that term is defined in the Original Agreement)

- d. "Further Variation Permission" the planning permission granted on 1 July 2020 pursuant to the Further Variation Application
- e. "Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 5 February 2020 entered into between the Parties in relation to the Original Permission and the New Permission (as those terms are defined in the Original Agreement) as varied by the First Deed of Variation
- f. "Parties" means the Council the Owner and the Mortgagee and "Party" means any one of them
- g. "Property" means Plot 7 (as defined in the Original Agreement)
- h. "Second Further Variation Application" the application submitted by the Owner to the Council pursuant to section 73 of the Act under planning application reference number 2020/4631/P and validated on 16 October 2020
- i. "Second Further Variation Permission" the planning permission granted pursuant to the Second Further Variation Application

- 2.3 This Agreement varies the Original Agreement and is entered into under Section 106A of the Act and it is acknowledged by the Parties that the obligations contained within the Original Agreement as varied by the First Deed of Variation and this Agreement are binding on the Property and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any

part of the Property from the Owner and insofar as any of the obligations in the Original Agreement as varied by this Agreement are not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 2.4 The land bound by the obligations in the Original Agreement as varied by this Agreement is the Property.
- 2.5 In the event that the Original Agreement ceases to have effect this Agreement shall also cease to have effect.
- 2.6 For the avoidance of doubt nothing in this Agreement is intended to have the effect of duplicating or double counting any of the obligations in the Original Agreement
- 2.7 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 2.8 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.9 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.10 The Council hereby agrees to grant the Second Further Variation Permission on the date hereof.
- 2.11 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.
- 2.12 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Party in default of such breach and allowing a reasonable period of time for the defaulting Party to either remedy the breach.

3. **VARIATION OF THE ORIGINAL AGREEMENT**

Upon the grant of the Second Further Variation Permission the Original Agreement shall be varied as follows:

- 3.1 Clause 2.26 in the Original Agreement shall be deleted and replaced with following new clause 2.26:

"Planning Applications" the planning applications in respect of the Development of the Property submitted to the Council under reference 2015/2704/P and 2019/2475/P and 2019/5882/P and 2020/4631/P and "Planning Application" means any one of them

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

- 4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement in the sum of £3,000.

5. REGISTRATION AS LOCAL LAND CHARGE

- 5.1 This Agreement shall be registered as a Local Land Charge.

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 a Deed the day and year first before written

EXECUTED AS A DEED BY)
BRILL PLACE LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

Director/Secretary

EXECUTED and DELIVERED by

INVESTEC BANK PLC acting by its duly appointed authorised signatories under a power of attorney dated 20 May 2019 as follows:



Authorised Signatory

in the presence of:



Witness

Full Name: **FIONA PETERSEN**

Address: **Investec Bank plc
30 Gresham Street
London
EC2V 7QP**

Occupation:

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



Authorised Signatory



Authorised Signatory

in the presence of:



Witness

Full Name: **FIONA PETERSEN**

Address: **Investec Bank plc
30 Gresham Street
London
EC2V 7QP**

Occupation:

