

DATED

30 MARCH

2022

(1) CER INVESTMENT S.A R.L.

-and-

(2) MOUNT STREET MORTGAGE SERVICING LIMITED

-and-

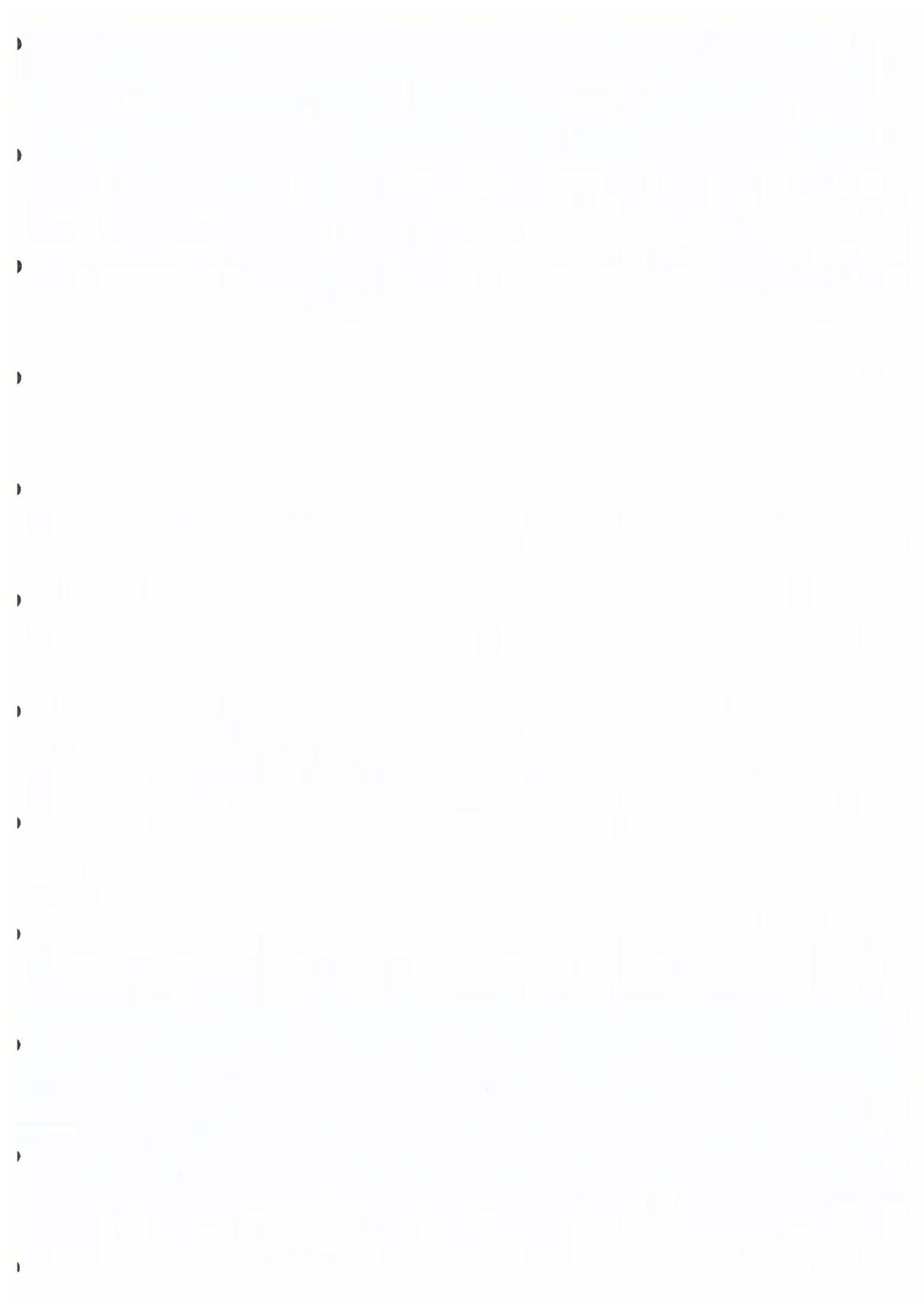
(3) THE MAYOR AND THE BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

DEED OF VARIATION

Relating to the Agreement dated 30 April 2021
Between the Mayor and the Burgesses of the
London Borough of Camden,
CER Investment S.A R.L. and Mount Street Mortgage Servicing Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
81 TO 87 HIGH HOLBORN AND 24 TO 27 EAGLE STREET LONDON WC1V 6NU

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

Tel: 020 7974 5680
CLS/COM/HM/DOV
FINAL DoV 1800.2004



THIS DEED is made on the 30th day of MARCH 2022

BETWEEN

1. **CER INVESTMENT S.A R.L.** (incorporated in Luxembourg) of 2 Avenue Charles de Gaulle, L-1653, Luxembourg, Grand Duchy of Luxembourg (hereinafter called "the Owner") of the first part
2. **MOUNT STREET MORTGAGE SERVICING LIMITED** (Co. Regn. No. 3411668) of 10 Queen Street Place, London EC4R 1AG (hereinafter called "the Mortgagee") 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 Council, the Owner and the Mortgagee entered into an Agreement dated 30 April 2021 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 under title number NGL629812 subject to a charge to the Mortgagee.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 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.
- 1.5 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 22 July 2021 for which the Council resolved to grant permission conditionally under reference 2021/3561/P subject to the conclusion of this Deed.

1.6 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.

1.7 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 Agreement and shall not effect 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 that save for the provisions of clauses 1, 2, 4, 5, 6 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the Implementation Date.

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 Act

2.8.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 30 April 2021 made between the Council and the Owner and Mortgagee

2.8.3 "the Original Planning Permission" means the planning permission granted by the Council on 30 April 2021 referenced 2020/1350/P allowing the Installation of new plant equipment and associated acoustic screening at 7th, 8th and 9th floor levels fronting High Holborn, the link block and Eagle Street, kitchen extract duct, extensions to the existing lift cores, a new single storey WC block at 8th floor level and creation of external enclosed and covered terrace with associated railings at roof level fronting High Holborn as shown on drawing numbers 10_EE_001 P2; EX_EE_050 P2; EX_EE_107 P2; EX_EE_108 P2; EX_EE_109 P2; EX_EE_110 P2; EX_EE_310 P2; EX_EE_311 P2; EX_EE_312 P2; EX_EE_313 P2; 20_EE_050 P2; 20_EE_107 P2; 20_EE_108 P2; 20_EE_109 P2; 20_EE_110 P2; 20_EE_210 P1; 20_EE_211 P1; 20_EE_212 P1; 20_EE_213 P1; 20_EE_214 P1; 20_EE_215 P1; 20_EE_310 P2; 20_EE_311 P2; 20_EE_312 P2; 20_EE_313 P3; Daylight and Sunlight Report

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25
 26
 27
 28
 29
 30
 31
 32
 33
 34
 35
 36
 37
 38
 39
 40
 41
 42
 43
 44
 45
 46
 47
 48
 49
 50
 51
 52
 53
 54
 55
 56
 57
 58
 59
 60
 61
 62
 63
 64
 65
 66
 67
 68
 69
 70
 71
 72
 73
 74
 75
 76
 77
 78
 79
 80
 81
 82
 83
 84
 85
 86
 87
 88
 89
 90
 91
 92
 93
 94
 95
 96
 97
 98
 99
 100
 101
 102
 103
 104
 105
 106
 107
 108
 109
 110
 111
 112
 113
 114
 115
 116
 117
 118
 119
 120
 121
 122
 123
 124
 125
 126
 127
 128
 129
 130
 131
 132
 133
 134
 135
 136
 137
 138
 139
 140
 141
 142
 143
 144
 145
 146
 147
 148
 149
 150
 151
 152
 153
 154
 155
 156
 157
 158
 159
 160
 161
 162
 163
 164
 165
 166
 167
 168
 169
 170
 171
 172
 173
 174
 175
 176
 177
 178
 179
 180
 181
 182
 183
 184
 185
 186
 187
 188
 189
 190
 191
 192
 193
 194
 195
 196
 197
 198
 199
 200
 201
 202
 203
 204
 205
 206
 207
 208
 209
 210
 211
 212
 213
 214
 215
 216
 217
 218
 219
 220
 221
 222
 223
 224
 225
 226
 227
 228
 229
 230
 231
 232
 233
 234
 235
 236
 237
 238
 239
 240
 241
 242
 243
 244
 245
 246
 247
 248
 249
 250
 251
 252
 253
 254
 255
 256
 257
 258
 259
 260
 261
 262
 263
 264
 265
 266
 267
 268
 269
 270
 271
 272
 273
 274
 275
 276
 277
 278
 279
 280
 281
 282
 283
 284
 285
 286
 287
 288
 289
 290
 291
 292
 293
 294
 295
 296
 297
 298
 299
 300
 301
 302
 303
 304
 305
 306
 307
 308
 309
 310
 311
 312
 313
 314
 315
 316
 317
 318
 319
 320
 321
 322
 323
 324
 325
 326
 327
 328
 329
 330
 331
 332
 333
 334
 335
 336
 337
 338
 339
 340
 341
 342
 343
 344
 345
 346
 347
 348
 349
 350
 351
 352
 353
 354
 355
 356
 357
 358
 359
 360
 361
 362
 363
 364
 365
 366
 367
 368
 369
 370
 371
 372
 373
 374
 375
 376
 377
 378
 379
 380
 381
 382
 383
 384
 385
 386
 387
 388
 389
 390
 391
 392
 393
 394
 395
 396
 397
 398
 399
 400
 401
 402
 403
 404
 405
 406
 407
 408
 409
 410
 411
 412
 413
 414
 415
 416
 417
 418
 419
 420
 421
 422
 423
 424
 425
 426
 427
 428
 429
 430
 431
 432
 433
 434
 435
 436
 437
 438
 439
 440
 441
 442
 443
 444
 445
 446
 447
 448
 449
 450
 451
 452
 453
 454
 455
 456
 457
 458
 459
 460
 461
 462
 463
 464
 465
 466
 467
 468
 469
 470
 471
 472
 473
 474
 475
 476
 477
 478
 479
 480
 481
 482
 483
 484
 485
 486
 487
 488
 489
 490
 491
 492
 493
 494
 495
 496
 497
 498
 499
 500
 501
 502
 503
 504
 505
 506
 507
 508
 509
 510
 511
 512
 513
 514
 515
 516
 517
 518
 519
 520
 521
 522
 523
 524
 525

P

1

D

1

)

)

EX_EE_107 P1; EX_EE_108 P1; EX_EE_109 P1; EX_EE_110 P1; EX_EE_310 P1; EX_EE_311 P1; EX_EE_312 P1; EX_EE_313 P1.

)

)

UCH-AST-XX-XX-DR-A-010601 P1; UCH-AST-XX-07-DR-A-010717 P1; UCH-AST-XX-08-DR-A-010718 P1; UCH-AST-XX-09-DR-A-010719 P1; UCH-AST-XX-RF-DR-A-010720 P1; UCH-AST-XX-XX-DR-A-010800 P1; UCH-AST-XX-XX-DR-A-010801 P1; UCH-AST-XX-XX-DR-A-010850 P1; UCH-AST-XX-XX-DR-A-010851 P1; UCH-AST-XX-XX-DR-A-010950 P1; UCH-AST-XX-XX-DR-A-010951 P1; UCH-AST-XX-XX-DR-A-010952 P1; UCH-AST-XX-XX-DR-A-010953 P1; UCH-AST-XX-XX-DR-A-010954 P1; UCH-AST-XX-XX-DR-A-010955 P1.

)

)

Covering letter by Montague Evans dated 22/07/2021; Planning Amendments Design Report by Astudio dated 22/07/2021; Plant Noise Addendum by Auricl Acoustic consulting dated 21/07/2021; Daylight and Sunlight Addendum by Paragon dated 21/07/2021.

)

3.1.2 "Planning Permission"

the planning permission for the Development under reference number 2021/3561/P granted by the Council in the form of the draft annexed hereto

)

3.1.3 "Planning Application"

the application for Planning Permission in respect of the Property submitted on 22 July 2021 by the Owner and given reference number 2021/3561/P

)

)

)

3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to "Planning Permission reference 2020/1350/P" shall be replaced with "Planning Permission reference 2021/3561/P".

3.3 In all other respects the Existing 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 Existing Agreement the provisions in this Deed shall take effect on the Implementation of the Planning Permission referenced 2021/3561/P.

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

6. REGISTRATION AS LOCAL LAND CHARGE

6.1 This Deed shall be registered as a Local Land Charge

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


**CONTINUATION OF DEED OF VARIATION IN RELATION TO
81 TO 87 HIGH HOLBORN AND 24 TO 27 EAGLE STREET LONDON WC1V 6NU**

Signed by **CER Investment S.à r.l.**,
a private limited liability company (société à
responsabilité limitée) incorporated in)
Luxembourg, having its registered office located)
at 2, Avenue Charles de Gaulle, L-1653)
Luxembourg, Grand Duchy of Luxembourg)
registered with the R.C.S. Luxembourg)
under number B235727, acting by)

being a person who, in accordance with the
laws of that territory, is acting under the
authority of the company.

Signature in the name of the company:

CER Investment S.à r.l.



Daniel Fischbach and F. Gény Kindler, managers

Authorised signatory

CONTINUATION OF DEED OF VARIATION IN RELATION TO
81 TO 87 HIGH HOLBORN AND 24 TO 27 EAGLE STREET LONDON WC1V 6NU

EXECUTED AS A DEED by)
as authorised signatory of)
MOUNT STREET MORTGAGE SERVICING LIMITED
in the presence of:

.....
Duly Authorised Signatory

Witness: [REDACTED]

Name: **Tiana Taylor**

Address: **100 Wood Street
London EC2V 7AN**

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

.....
Duly Authorised Officer



**Andrew Maughan
Borough Solicitor**

