

DATED

28 October

2020

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

- and -

GROUND GILBEY LIMITED

- and -

CANAL SIDE PROPERTIES LIMITED

- and -

ELCROSS ESTATES LIMITED

- and -

CBRE LOAN SERVICES LIMITED

**EIGHTH SUPPLEMENTAL
PLANNING AGREEMENT**

pursuant to Section 106 and 106A of the Town
and Country Planning Act 1990 and other
relevant powers relating to the land comprised
within the site known as Hawley Wharf,
Camden

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THIS DEED is made on

28th October

2020

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London, WC1H 9LP ("**Council**"); and
- (2) **GROUND GILBEY LIMITED** a company incorporated in the British Virgin Islands (Co. Regn. No. 458429) whose registered office is ~~care of Valla Limited, First Floor, 7 Esplanade, St Helier, Jersey JE2 3QA~~ ("**GGL**"); and ~~Trident Chambers, PO Box 146, Road Town, Tortola VG1 1H0, British Virgin Islands~~
- (3) **CANAL SIDE PROPERTIES LIMITED** a company incorporated in the British Virgin Islands (Co. Regn. No. 1375210) whose registered office is ~~care of Valla Limited, First Floor, 7 Esplanade, St Helier, Jersey JE2 3QA~~ ("**CSP**"); and
- (4) **ELCROSS ESTATES LIMITED** (Co. Regn. No. 04191579) whose registered address is 54 - 56 Camden Lock Place, London, NW1 8AF ("**EEL**"); and
- (5) **CBRE LOAN SERVICES LIMITED** (Co. Regn. No. 05469838) whose registered office is at St Martin's Court, 10 Paternoster Row, London, EC4M 7HP ("**Security Agent**").

BACKGROUND:

- A On 23 January 2013, GGL, CSP, Network Rail Infrastructure Limited, Canal & River Trust, Irish Bank Resolution Corporation Limited and the Council entered in to the Planning Agreement.
- B On 19 February 2015, GGL, CSP, EEL, Nomura and the Council entered in to the First Supplemental Planning Agreement.
- C On 30 July 2015, GGL, CSP, EEL, Nomura and the Council entered in to the Second Supplemental Planning Agreement.
- D On 30 September 2015 GGL, CSP, EEL, Nomura and the Council entered in to the Third Supplemental Planning Agreement to amend the obligations relating to affordable housing in the Planning Agreement.
- E On 22 July 2016 GGL, CSP, EEL, the Security Agent and the Council entered into the Fourth Supplemental Planning Agreement to further amend the obligations relating to affordable housing in the Planning Agreement.
- F On 2 August 2017 GGL, CSP, EEL, the Security Agent and the Council entered into the Fifth Supplemental Planning Agreement for the purpose of amending the Planning Agreement in connection with its enforceability against service providers and to ensure that the Planning Agreement relates to any modification of the Permissions, including any amendment made pursuant to section 73 of the 1990 Act.
- G On 14 June 2019 GGL, CSP, EEL, the Security Agent and the Council entered into the Sixth Supplemental Planning Agreement for the purpose of varying the Planning Agreement to amend provisions in respect of a mortgagee or charge of the Registered Provider of the Affordable Housing Units.
- H On 6th May 2020 GGL, CSP, EEL, the Security Agent and the Council entered into the Seventh Supplemental Planning Agreement for the purpose of varying the Planning Agreement to

relocate the Incubator Space and Small Business Space and to amend plans 6 and 11 to reflect the position as approved by planning permission reference 2019/2927/P granted on 13 September 2019.

- I The Council is the local authority for the purposes of Section 106 of the 1990 Act for the area within which the Property is situated.
- J GGL is the freehold owner of those parts of the Property under Title Numbers LN82827, NGL310382, NGL385023, NGL428608, NGL384527, NGL342293, NGL763915, NGL732508, NGL280874, LN144977, NGL697445 and NGL948121.
- K GGL is the leasehold owner of those parts of the Property under Title Numbers NGL889432, NGL903746, NGL864602, NGL849222, NGL960147, NGL960148, and NGL960149.
- L CSP is the freehold owner of those parts of the Property under Title Numbers 343656 and 343657.
- M EEL is the freehold owner of that part of the Property under Title Number NGL727488.
- N The Council is the leasehold owner of the parts of the Property under Title Numbers NGL970980 and NGL964654.
- O The Canal & River Trust (Co. Regn. No. 07807276 whose registered office is First Floor North Station House, 500 Elder Gate, Milton Keynes MK9 1BB) is the freehold owner of those parts of the Property under Title Number NGL770610.
- P The Electricity Network Company Limited (Co. Regn. No. 05581824 whose registered office is Energy House, Unit 23, Woolpit Business Park, Edmunds IP30 9UP) is the leasehold owner of two substation leases under Title Numbers NGL972913 and NGL973901.
- Q The Parties agree that The Canal & River Trust and The Electricity Network Company Limited are not required to be parties to this agreement as those interests are not required to be bound to the planning obligations within this Deed.
- R As at the date of this Deed, the Security Agent holds legal charges over the Property as set out in schedule 1 to this Deed.
- S This Deed is entered into for the purpose of varying the Planning Agreement to relocate the Cinema from the basement of Building C to the North Arches, for the corresponding B1(c) Space to be relocated from the Northern Arches to the basement of Building A1, to amend the provisions relating to Retail Unit Sizes and Zoning to allow for larger individual units and to extend the types of occupiers of the Retail Units, to increase the provision of affordable housing, and to replace plans and provisions of the Planning Agreement so that they are consistent with the approved scheme.

IT IS AGREED:

1. INTERPRETATION

- 1.1 Save where provided otherwise words and expressions used in this Deed have the meaning assigned in the Planning Agreement.

- 1.2 For the purposes of this Deed the following words and expressions have the meanings assigned:

"1990 Act" means the Town and Country Planning Act 1990 (as amended);

"Fifth Supplemental Planning Agreement" means an agreement dated 2 August 2017 between GGL, CSP, EEL, the Security Agent and the Council entered into pursuant to Section 106 and 106A of the 1990 Act and other relevant powers;

"First Supplemental Planning Agreement" means an agreement dated 19 February 2015 between GGL, CSP, EEL, Nomura and the Council entered into pursuant to Section 106 and 106A of the 1990 Act and other relevant powers;

"Fourth Supplemental Planning Agreement" means an agreement dated 22 July 2016 between GGL, CSP, EEL, the Security Agent and the Council entered into pursuant to Section 106 and 106A of the 1990 Act and other relevant powers;

"Owner" means GGL, CSP and EEL;

"Parties" means the Council, the Owner and the Security Agent;

"Planning Agreement" means an agreement dated 23 January 2013 between GGL, CSP, Network Rail Infrastructure Limited, Canal & River Trust, Irish Bank Resolution Corporation Limited and the Council entered into pursuant to Section 106 of the 1990 Act and Section 16 of the 1974 Act and other relevant powers;

"Second Supplemental Planning Agreement" means an agreement dated 30 July 2015 between GGL, CSP, EEL, Nomura and the Council entered into pursuant to Section 106 and 106A of the 1990 Act and other relevant powers;

"Seventh Supplemental Planning Agreement" means an agreement dated 6 May 2020 between GGL, CSP, EEL, the Security Agent and the Council entered into pursuant to Section 106 and 106A of the 1990 Act and other relevant powers

"Sixth Supplemental Planning Agreement" means an agreement dated 14 June 2019 between GGL, CSP, EEL, the Security Agent and the Council entered into pursuant to Section 106 and 106A of the 1990 Act and other relevant powers;

"Supplemental Agreements" means the First Supplemental Planning Agreement, the Second Supplemental Planning Agreement, the Third Supplemental Planning Agreement, the Fourth Supplemental Planning Agreement, the Fifth Supplemental Planning Agreement, the Sixth Supplemental Planning Agreement and the Seventh Supplemental Planning Agreement;

"Third Supplemental Planning Agreement" means an agreement dated 29 September 2015 between GGL, CSP, EEL, Nomura and the Council entered into pursuant to Section 106 and 106A of the 1990 Act and other relevant powers.

2. OPERATION OF THIS DEED

- 2.1 This Deed is supplemental to the Planning Agreement and Supplemental Agreements and is entered into pursuant to Section 106 and 106A of the 1990 Act and all other powers so enabling.
- 2.2 The covenants, undertakings and obligations contained in this Deed given to the Council are undertakings and agreements for the purposes of Section 106 of the 1990 Act and are

enforceable by the Council as the local planning authority for the area in which the Property is situated.

3. AMENDMENTS TO THE PLANNING AGREEMENT

3.1 Subject to clause 3.2 of this Deed and with effect from the date that the Deed is entered into, the Parties agree that the Planning Agreement as amended by the Supplemental Agreements shall be modified as follows:

- (a) The definition of "Chalk Farm Road Building" at clause 2.2 of the Planning Agreement shall be deleted and replaced with the following:

"Chalk Farm Road Building" means the building forming part of the Development on Chalk Farm Road shown for the purpose of identification only shaded blue on Plan 13 to be used for uses falling within Class A1 and B1a / B1c of the Use Classes Order"

- (b) The definition of "Market Development" at clause 2.2 of the Planning Agreement shall be deleted and replaced with the following:

"Market Development" means the new buildings in Area A (BUT for the avoidance of doubt does not include the basement of Building A1, the Chalk Farm Building or the Viaduct Units;)".

- (c) The definition of "Viaduct Units" at clause 2.2 of the Planning Agreement shall be deleted and replaced with the following:

"Viaduct Units" means the units to be provided as part of the Development located in the railway viaduct arches shown for the purpose of identification only shaded green on Plan 13 for uses falling within Classes A1, A3 and / or A5 of the Use Classes Order;

- (d) Paragraph 1 of part 1 of schedule 1 shall be deleted and replaced with the following:

1. "Unless otherwise agreed by the Council:

(a) the Owner shall provide 12 Social Rented Units and 14 Intermediate Housing Units;

(b) the Social Rented Units will comprise:

	No of Units
1 bedroom	5
2 bedroom	1
3 bedroom	5
4 bedroom	1
Total	12

(c) the Intermediate Housing Units will comprise:

	<i>No of Units</i>
<i>1 bedroom</i>	<i>0</i>
<i>2 bedroom</i>	<i>14</i>
<i>3 bedroom</i>	<i>0</i>
<i>4 bedroom</i>	<i>0</i>
<i>Total</i>	<i>14</i>

- (e) The definition of "**Cinema**" at part 3 of schedule 1 to the Planning Agreement shall be deleted and replaced with the following:
- "**Cinema**" means the cinema to be provided as part of the Development within the Northern Arches in the location shown for the purposes of identification only shaded green on Plan 5, such cinema to be open until up to 1.00 am each night at the cinema operator's discretion".*
- (f) Part 12 of schedule 1 to the Planning Agreement shall be amended as follows:
- (i) Recital (C) shall be deleted and replaced with the following:
- "(C) The Owner is also committed to use Reasonable Endeavours to market the Flexible Space to attract food and beverage related tenants, to complement the local retailing facilities to be provided in Building C1"*
- (ii) The definition of "Northern Arches" shall be deleted;
- (iii) Paragraph 5 shall be deleted and replaced with the following:
- "5. The Owner shall use Reasonable Endeavours to market the Flexible Space with the objective of ensuring that the Flexible Space is occupied by food and/or beverage related tenants within the approved use classes within 9 months of the commencement of marketing of the Flexible Space respectively PROVIDED THAT if the Owner is unable to let all or part of the Flexible Space in accordance with this paragraph 5 and PROVIDED THAT evidence is submitted to the Council showing that the Owner used Reasonable Endeavours for no less than 9 months to market such part of the Flexible Space in accordance with this paragraph 5, the Owner may thereafter market those units more widely"*
- (g) The plan labelled "**Plan 5**" at Annexure 3 to the Planning Agreement shall be deleted and replaced with the plan attached as Appendix 1 to this Deed.
- (h) The plan labelled "**Plan 6**" at Annexure 3 to the Planning Agreement shall be deleted and replaced with the plan attached as Appendix 2 to this Deed.
- (i) The plan labelled "**Plan 7**" at Annexure 3 to the Planning Agreement shall be deleted and replaced with the plan attached as Appendix 3 to this Deed.

- (j) The plan labelled "**Plan 11**" at Annexure 3 to the Planning Agreement shall be deleted and replaced with the plan attached as Appendix 4 to this Deed.

3.2 The Planning Agreement shall continue to be enforceable against CRT and Network Rail.

4. MORTGAGEE

4.1 The Security Agent hereby consents to the Owner entering into this Deed and subject to clause 4.2 agrees that the security of its charges over the Property shall take effect subject to this Deed, the Planning Agreement and the Supplemental Agreements.

4.2 The Parties agree that the obligations contained in this Deed, the Planning Agreement and the Supplemental Agreements shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

5. MISCELLANEOUS

5.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.

5.2 This Deed is a local land charge and shall be registered as such by the Council.

5.3 GGL, CSP and EEL hereby covenant with the Council that they will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register the Deed in the Charges Register of their titles in the Property and will furnish the Council forthwith on written demand with official copies of such titles to show the entry of this Deed in the Charges Register of those titles.

5.4 The Owner agrees to pay the Council its reasonable legal costs properly incurred in preparing this Deed on or prior to the date of this Deed.

5.5 This Deed is governed by and shall be interpreted in accordance with the law of England.

IN WITNESS whereof the parties have executed this Deed the day and year first above written.

SCHEDULE: 1

CHARGOR	TITLE NUMBER	FREEHOLD OR LEASEHOLD
Ground Gilbey Limited	NGL849222	Leasehold
Ground Gilbey Limited	LN82827	Freehold
Ground Gilbey Limited	NGL864602	Leasehold
Ground Gilbey Limited	LN144977	Freehold
Canal Side Properties Limited	343656	Freehold
Canal Side Properties Limited	343657	Freehold
Ground Gilbey Limited	NGL889432	Leasehold
Ground Gilbey Limited	NGL697445	Freehold
Ground Gilbey Limited	NGL342293	Freehold
Ground Gilbey Limited	NGL310382	Freehold
Ground Gilbey Limited	NGL280874	Freehold
Ground Gilbey Limited	NGL903746	Leasehold
Ground Gilbey Limited	NGL385023	Freehold
Ground Gilbey Limited	NGL732508	Freehold
Ground Gilbey Limited	NGL763915	Freehold
Ground Gilbey Limited	NGL428608	Freehold
Ground Gilbey Limited	NGL384527	Freehold
Elcross Estates Limited	NGL727488	Freehold
Ground Gilbey Limited	NGL948121	Freehold
Ground Gilbey Limited	NGL960147	Leasehold
Ground Gilbey Limited	NGL960148	Leasehold
Ground Gilbey Limited	NGL960149	Leasehold
Labs Camden Limited	BB6919 (provisional title number)	Leasehold

THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
affixed in the presence of:)

Signature

Name (block capitals)

Authorised signatory



EXECUTED as a Deed by GROUND)
GILBEY LIMITED (a company incorporated)
in the British Virgin Islands))
by)
and)
being persons who in accordance with the laws)
of the territory are acting under the authority of)
the company:)

Signature

Name (block capitals)

YARON SHAHAR

Authorised signatory

Signature

Name (block capitals)

LEON SHELLEY

Authorised signatory

EXECUTED as a Deed by CANAL SIDE)
PROPERTIES LIMITED (a company)
incorporated in the British Virgin Islands)
by)
and)
being persons who in accordance with the laws)
of the territory are acting under the authority of)
the company:)

Signature

Name (block capitals)

YARON SHAHAR

Authorised signatory

Signature

Name (block capitals)

LEON SHAHAR

Authorised signatory

Signed as a Deed by CBRE LOAN)
SERVICES LIMITED for and on its behalf)
by its duly authorised signatories:)

Signature

In the presence of

Witness Signature:

Witness Name: Miraj Patel

Occupation: Asset Manager

Address: Henrietta House, Henrietta Place,
London W1G 0NB

Name (block capitals)

DIPAL KHAGRAM

Authorised signatory

EXECUTED as a Deed by ELCROSS)
ESTATES LIMITED acting)
by)
a director, in the presence of:)

Signature

Name (block capitals)

YARON SHAHAR

Director

Witness signature

Witness name
(block capitals)

MARIANA MENES

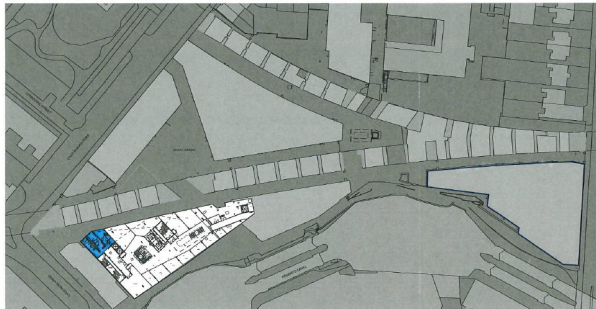
Witness address

Stables Markle
NW1 8AH
London

APPENDIX 1: REPLACEMENT PLAN 5



① Ground Level
1:1250



② Basement Level
1:1250

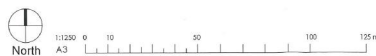
KEY
Cinema
Toilet Facilities



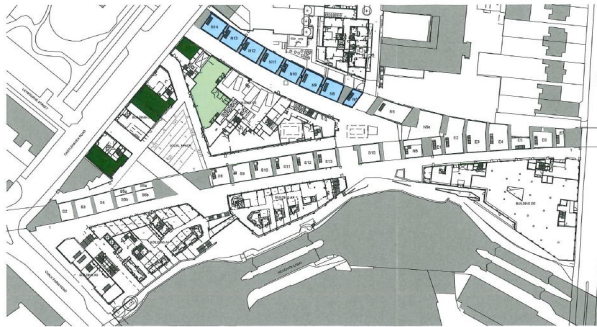
LABTECH

REV. NO.	REV. BY	DESCRIPTION	DATE
A	RL	New Issue	18/06/20

PROJECT Camden Lock Village			
TITLE Cinema and Toilet Facilities - Basement and Ground Level			
DATE: 09/06/20	SCALE: 1:1250	SHEET: A3	DESIGNED BY: RL
PROJECT REF: CLV	DRAWING NUMBER: S106 Plan 5	REVISION: A	



APPENDIX 2: REPLACEMENT PLAN 6



1 Ground Level
1:1250



2 Ground Mezzanine Level
1:1250

KEY

- Local Retail (A1)
- Flexible Space (A1/A3/B1a/B1c/D1)
- Northern Arches



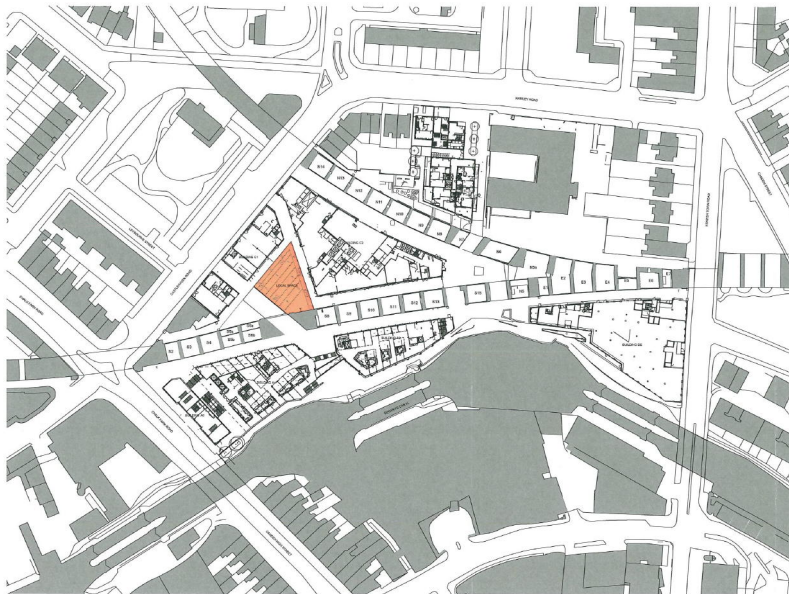
LABTECH

A	RL	Date Issued	08/05/20
REV	BY	DESCRIPTION	DATE

PROJECT			
Camden Lock Village			
FILE			
Local Retail			
DATE	SCALE	SHEET	DRAWN BY
05/06/20	1:1250	A3	RL
PROJECT REF	DRAWING NUMBER	REVISION	
CLV	S106 Plan 6	A	



APPENDIX 3: REPLACEMENT PLAN 7



KEY

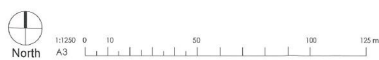
Produce Market



LABTECH

A	RL	New Issue	18/05/20
REV	BY	DESCRIPTION	DATE

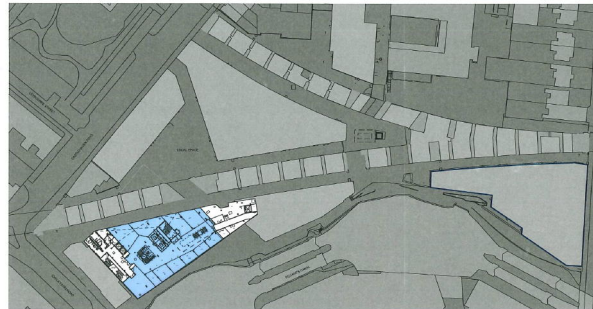
PROJECT			
Camden Lock Village			
FILE			
Produce Market			
DATE:	SCALE:	SHEET:	DRAWN BY:
01/05/20	1:1250	A3	RL
PROJECT REF:	DRAWING NUMBER:	DESIGNER:	
CLV	S106 Plan 7	A	



APPENDIX 4: REPLACEMENT PLAN 11



1 Ground Level
1:1250



2 Basement Level
1:1250

KEY

- General Industrial (B2)
- Light Industrial (B1c)



LABTECH

C	RL	Revised Issue	08/05/20
B	RL	Revised Issue	28/05/20
A	RL	New Issue	18/05/20
REV	BY	DESCRIPTION	DATE

PROJECT			
Camden Lock Village			
TITLE			
Masterplan - Industrial			
DATE:	SCALE:	SHEET:	DRAWN BY:
18/05/20	1:1250	A3	RL
PROJECT REP:	DRAWING NUMBER:	REVISION:	
CLV	S106 Plan 11	C	

