

DATED 30 SEPTEMBER 2021

(1) SLQR TRUSTEE NO. 1 LIMITED and SLQR TRUSTEE NO. 2 LIMITED as joint  
trustees of SLQR UNIT TRUST NO. 3

and

(2) MOUNT STREET MORTGAGE SERVICING LIMITED

and

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

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**SECOND DEED OF VARIATION**

Varying the Agreement entered into on 26 November 2019 as varied by the Deed of  
Variation entered into on 17 March 2020  
relating to land known as

**SPACE HOUSE, 1 KEMBLE STREET, LONDON WC2B 6TE**  
pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 (as  
amended)

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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 30th day of September 2021.

**BETWEEN:**

- A. **SLQR TRUSTEE NO.1 LIMITED** (registered in Jersey with Company Number 123165) and **SLQR TRUSTEE NO. 2 LIMITED** (incorporated in Jersey with Company Number 123166) each of whose registered office is at 3<sup>rd</sup> Floor, 37 Esplanade, St Helier, Jersey JE1 1AD acting in their capacity as the joint trustees of SLQR Unit Trust No. 3 and whose address for service in the United Kingdom is Seaforth Land Holdings Limited, 29-31 Saffron Hill, London EC1N 8SW (hereinafter called "the Owner") of the first part
- B. **MOUNT STREET MORTGAGE SERVICING LIMITED** (Co. Regn. No. 3411668) whose registered office is at 10 Queen Street Place, London EC4R 1AG (hereinafter called "the Mortgagee") of the second part
- C. **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 under Title Number NGL607138 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 26 November 2019.
- 1.4 The First Deed of Variation (as defined in clause 2.2 of this Agreement) was entered into on 17 March 2020.
- 1.5 A Variation Application (as defined in clause 2.2 of this Agreement) has been submitted to the Council under planning application reference number 2021/1058/P

and validated on 10 March 2021 and the Council has resolved to approve the 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 BGL607138 dated 30 April 2018 and 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 entered into by the Parties on 17 March 2020 pursuant to section 106A of the Act
  - c. "Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) entered into between the Parties on 26 November 2019 as varied by the First Deed of Variation

d. "Parties" means the Council the Owner and the Mortgagee and "Party" means any one of them

e. "Variation Application" the application submitted by the Owner to the Council pursuant to section 73 of the Act under planning application reference number 2021/1058/P and validated on 10 March 2021

f. "Variation Permission" the planning permission granted pursuant to the Variation Application

g. "Variation Permission Implementation Date" the date of implementation of the Variation Permission by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation of the Variation Permission" and "Implement the Variation Permission" shall be construed accordingly

h. "Variation Permission Off-Site Housing Uplift Contribution" means the sum of £167,017.88 (one hundred and sixty seven thousand and seventeen pounds and eighty-eight pence) to be paid by the Owner to the Council in addition to the Off-Site Housing Contribution payable under the Original Agreement (and which the Owner has already paid) as a payment in lieu of providing housing within the Development in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden

- 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 and supplemented by 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 and supplemented 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 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 PERMISSION OFF-SITE HOUSING UPLIFT CONTRIBUTION**

- 3.1 On or prior to the Variation Permission Implementation Date to pay to the Council the Variation Permission Off-Site Housing Uplift Contribution in full.
- 3.2 Not to Implement or to permit Implementation of the Variation Permission until such time as the Council has received the Variation Permission Off-Site Housing Uplift Contribution in full.

4. **VARIATION OF THE ORIGINAL AGREEMENT**

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

- 4.1 Clause 2.14 in the Original Agreement shall be deleted and replaced with following new clause 2.14:

""Development"	development carried out pursuant to a Planning Permission
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- 4.2 Clause 2.28 in the Original Agreement shall be deleted and replaced with following new clause 2.28:

""Planning Applications"	the planning applications in respect of the Development of the Property submitted to the Council under reference 2019/2773/P and 2021/1058/P and "Planning Application" means any one of them"
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4.3 Clause 2.29 in the Original Agreement shall be deleted and replaced with following new clause 2.29:

"Planning Permission" a planning permission granted pursuant to a Planning Application

4.4 The plan referred to in clause 2.31 of the Original Agreement shall be replaced by the plan attached to this Agreement.

4.5 The following new clause 2.38 shall be inserted into the Original Agreement:

"Essential Services" the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the Development"

4.6 The following new clause 2.39 shall be inserted into the Original Agreement:

"Essential Services Provider" an energy service company, statutory undertaker, services utility company or provider that acquires an interest in the Property solely for the purpose of providing Essential Services"

4.7 The following new clause 6.13 shall be inserted into the Original Agreement:

"6.13 The obligations in this Agreement shall not be binding on nor enforceable against any Essential Services Provider"

## 5. PAYMENT OF THE COUNCIL'S LEGAL COSTS

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 in the sum of £3,000.

## 6. REGISTRATION AS LOCAL LAND CHARGE

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







**7. JOINT AND SEVERAL LIABILITY**

**7.1** All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

**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 their Deed the day and year first before written

EXECUTED AS A DEED FOR AND )  
ON BEHALF OF SLQR )  
TRUSTEE NO. 1 LIMITED )  
as joint Trustee of SLQR Unit Trust No.3 )  
in the presence of: )

[Redacted Signature]

.....  
Witness Signature

Witness Name: Nick Baker

Address: 3rd Floor, 37 Esplanade, St Helier,  
Jersey, JE1 1AD

Occupation: Officer

EXECUTED AS A DEED FOR AND )  
ON BEHALF OF SLQR )  
TRUSTEE NO. 2 LIMITED )  
as joint Trustee of SLQR Unit Trust No.3 )  
in the presence of: )

[Redacted Signature]

.....  
Witness Signature

Witness Name: Nick Baker

Address: 3rd Floor, 37 Esplanade, St Helier,  
Jersey, JE1 1AD

Occupation: Officer

EXECUTED AS A DEED BY )  
MOUNT STREET MORTGAGE )  
SERVICING LIMITED )  
by )  
in the presence of:- )

.....

EXECUTED AS A DEED FOR AND )  
ON BEHALF OF SLQR )  
TRUSTEE NO. 1 LIMITED )  
as joint Trustee of SLQR Unit Trust No.3 )  
in the presence of: )

.....  
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED FOR AND )  
ON BEHALF OF SLQR )  
TRUSTEE NO. 2 LIMITED )  
as joint Trustee of SLQR Unit Trust No.3 )  
in the presence of: )

.....  
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY )  
MOUNT STREET MORTGAGE )  
SERVICING LIMITED )  
by )  
In the presence of: )

Jaymon Jones  
Authorised Signatory

.....  
Witness Name: Georgia Hudson

Address: 100 Wood Street • 4th Floor •  
London • EC2V 7AN

Occupation: Admin Support

THIS IS A CONTINUATION OF THE SECOND DEED OF VARIATION TO THE SECTION  
106 AGREEMENT IN RELATION TO SPACE HOUSE, 1 KEMBLE STREET,  
LONDON WC2B 6TE

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

.....  
Duly Authorised Officer

