

DATED

1ST NOVEMBER

2022

(1) NEW END LLP

-and-

(2) EEH VENTURES LIMITED

-and-

(3) URBAN EXPOSURE SERVICES LIMITED

-and-

(4) NEW END 3C LLP

-and-

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

THIRD DEED OF VARIATION

Relating to the Unilateral Undertaking dated 11 December 2014
(as varied by the First Deed of Variation and the Second Deed of Variation)
From Karawana Holdings Limited and HSBC Bank (UK) Limited
To the Mayor and Burgesses of the London Borough of Camden
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
29 New End London NW3 1JD

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

Tel: 020 7974 6007
Fax: 020 7974 2962
Ref: Legal/JL - 2017/6306/P

THIS DEED is made on the 1st day of November 2022

BETWEEN

1. **NEW END LLP** (Co. Regn. No. OC401581) whose registered office is at The Maple Building, 39/51 Highgate Road, London, United Kingdom, NW5 1RT (hereinafter called "the Owner")
2. **EEH VENTURES LIMITED** (Co. Regn. No. 08549905) whose registered office is at 14 Berkeley Street, Mayfair, London, W1J 8DX (hereinafter called "the First Mortgagee")
3. **URBAN EXPOSURE SERVICES LIMITED** (Co. Regn. No. 09708151) whose registered office is at 4th Floor 35 Park Lane, Park Lane, London, W1K 1RB (hereinafter called "the Second Mortgagee")
4. **NEW END 3C LLP** (Co. Regn. No. OC415060) whose registered office is at The Maple Building, 39/51 Highgate Road, London, NW5 1RT (hereinafter called "the Third Mortgagee")

(the First Mortgagee, the Second Mortgagee and the Third Mortgagee (individually and/or jointly as the context so requires) are together referred to as the Mortgagees),

3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

WHEREAS:

- A. Karawana Holdings Limited and HSBC Private Bank (UK) Limited gave a unilateral undertaking to the Council on 11 December 2014 in respect of the Property pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Existing Deed").
- B. Karawana Holdings Limited has since transferred the property to the Owner and the Owner is now registered at the Land Registry as the freehold proprietor with title absolute under title number NGL681828 subject to charges to the Mortgagees.

- C. The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- D. The First Mortgagee as senior security agent has a charge over title number NGL681828 dated 24 May 2021.
- E. The Second Mortgagee as security agent has a charge over title number NGL681828 dated 24 May 2021.
- F. The Third Mortgagee has a charge over title number NGL681828 dated 24 May 2021.
- G. 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 the Existing Deed (as varied by the First Deed of Variation the Second Deed of Variation and this Third Deed of Variation).
- H. The First Variation Permission was granted to amend the Planning Permission on 7 November 2018 under reference 2017/6973/P subject to the First Deed of Variation of the same date.
- I. The Second Variation Permission was granted to amend the Planning Permission on 1 March 2019 under reference 2017/6306/P subject to the Second Deed of Variation of the same date.
- J. The Third Variation Application was submitted to the Council to amend the Second Variation Permission on 25 June 2021 for which the Council resolved to grant permission conditionally under reference 2021/3112/P subject to the conclusion of this Third Deed of Variation.
- K. Without prejudice to the terms of the other covenants contained in the Existing Deed (as varied by the First Deed of Variation the Second Deed of Variation) the parties hereto have agreed to vary the terms of the Existing Deed (as varied by the First Deed of Variation the Second Deed of Variation) as hereinafter provided.

- L. This Third 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. INTERPRETATION

- 1.1 All words and phrases defined in the Existing Deed (as varied by the First Deed of Variation and the Second Deed of Variation) shall have the same meaning in this Third Deed of Variation save where the context otherwise dictates and for the avoidance of any doubt the Existing Deed shall remain in full force and effect save as varied by the First Deed of Variation the Second Deed of Variation and this Third Deed of Variation.
- 1.2 All reference in this Third Deed of Variation to clauses in the Existing Deed are to clauses within the Existing Deed, as varied by the First Deed of Variation and the Second Deed of Variation.
- 1.3 Save for where expressly stated otherwise, where in this Third Deed of Variation 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 Third Deed of Variation.
- 1.4 Headings are for ease of reference only and are not intended to be construed as part of this Third Deed of Variation and shall not be construed as part of this Third Deed of Variation and shall not effect the construction of this Third Deed of Variation.
- 1.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 1.6 References in this Third Deed of Variation to the Owner and the Mortgagees shall include their successors in title.
- 1.7 In this Third Deed of Variation the following expressions shall unless the context otherwise states have the following meaning now allocated to it:

"Existing Deed"	means the Section 106 Unilateral Undertaking under the Town and Country Planning Act 1990 (as amended) given by Karawana Holdings Limited and HSBC Private Bank (UK) Limited to the Council on 11 December 2014.
"First Deed of Variation"	means the deed of variation dated 7 November 2018 made pursuant to Section 106A of the Act and the First Variation Permission.
"First Variation Permission"	means the permission granted to amend the Planning Permission on 7 November 2018 under reference 2017/6973/P.
"the Planning Permission"	means the planning permission granted by the Inspector on 02 February 2015 following an appeal under reference APP/X5210/A/14/2218243 (Council ref: 2012/3089/P) allowing the demolition of the existing building at 29 New End and creation of 17 residential (C3) units over lower ground, ground, first, second, third, fourth and fifth floor levels; creation of a new vehicular access and access to basement parking; works to boundary wall; works to soft and hard landscaping; and other incidental works.
"Second Deed of Variation"	means the deed of variation dated 27 February 2019 made pursuant to Section 106A of the Act and the Second Variation Permission.
"Second Variation Permission"	means the permission granted to amend the Planning Permission on 1 March 2019 under reference 2017/6306/P.

"Third Deed of Variation" means this deed of variation made pursuant to Section 106A of the Act and the Third Variation Application.

"Third Variation Application" means the application submitted to the Council to amend the Second Variation Permission on 25 June 2021 with reference 2021/3112/P.

2. VARIATION TO THE EXISTING DEED

2.1 At clause 1.1 of the Existing Deed the following definition shall be varied as follows:

"Development" means the development permitted by the Planning Permission and/or the First Variation Permission and/or the Second Variation Permission and/or the Third Variation Permission;

2.2 At Clause 1.1 of the Existing Deed the following definitions shall be added:

"Third Variation Application" means the planning application submitted by the Owner to the Council on 25 June 2021 and accorded reference 2021/3112/P

"Third Variation Permission" means the planning permission granted by the Council pursuant to the Third Variation Application for the variation of condition 2 and condition 8 of the Second Variation Permission

2.3 Clause 1.8 shall be deleted and replaced with the following:

"Except in Clauses 3, 4, 5.1 and 5.3, any reference to the Planning Permission shall mean reference to the Planning Permission and/or the First Variation Permission and/or the Second Variation Permission and/or the Third Variation Permission"

2.4 Clause 5.1 shall be deleted and replaced with the following:

"Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than Planning Permission or the First Variation Permission or the Second Variation Permission or the Third Variation Permission) granted (whether or not on appeal) after the date of this Undertaking (as amended)"

- 2.5 Clause 5.3 shall be deleted and replaced with the following:

"If each and every one of the Planning Permission and the First Variation Permission and the Second Variation Permission and the Third Variation Permission shall at any time be revoked or quashed or cancelled or modified (other than at the request of or with the consent of the Owner) or expires without being implemented such that the Development cannot be constructed then this Undertaking shall then determine and cease to have effect"

- 2.6 All references in Clause 5 of the Existing Deed to reference "2012/3089/P" shall be replaced with reference "2012/3089/P or 2017/6973/P or 2017/6306/P or 2021/3112/P (as applicable)".

- 2.7 In all other respects the Existing Deed (as varied by the First Deed of Variation and the Second Deed of Variation) shall continue in full force and effect.

3. COMMENCEMENT

- 3.1 Without prejudice to the effect of Clause 3 in the Existing Deed the provisions in this Third Deed of Variation shall take effect on the implementation of the Third Variation Permission by the carrying out of a material operation as defined in section 56(4) of the Act.

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

- 4.1 The Owner agrees to pay the Council (on or prior to completion of this Third Deed of Variation) its reasonable legal costs incurred in preparing this Third Deed of Variation.

5. REGISTRATION AS LOCAL LAND CHARGE

- 5.1 This Third Deed of Variation shall be registered as a Local Land Charge.

6. MORTGAGEE CONSENT

- 6.1 The Mortgagees acknowledge and declare that this Third Deed of Variation has been entered into with their consent and that the Property shall be bound by the obligations in the Existing Deed (as varied by the First Deed of Variation the Second Deed of Variation and this Third Deed of Variation) in priority to the charges of the Mortgagees and the security of the Mortgagees over the Property shall take effect as if this Third Deed of Variation had been entered into prior to the charges of the Mortgagees PROVIDED THAT the Mortgagees shall otherwise have no liability under the Existing Deed, the First Deed of Variation the Second Deed of Variation and this Third Deed of Variation unless they take possession of the Property in which case that Mortgagee shall be bound by the obligations as if it were a person deriving title from the Owner.

IN WITNESS WHEREOF the Council has caused its Common Seal to be affixed and the Owner and the Mortgagees have caused this Third Deed of Variation to be executed as a deed the day and year first above written.

EXECUTED AS A DEED BY
NEW END LLP
acting by:-

)
)
)

.....
Director

In the presence of:

Witness' signature HEATHER MOSS

Witness' name HEATHER MOSS

Address 2 FOX LANE MIDDLE BARTON, OX7 7BS

Occupation NANNY

EXECUTED AS A DEED BY
EEH VENTURES LIMITED
acting by:-

)
)
)

.....
Director

In the presence of:

Witness' signature

Witness' name

Address

Occupation

EXECUTED AS A DEED BY
NEW END LLP
acting by:-

)
)
)

.....
Director

In the presence of:

Witness' signature

Witness' name

Address

Occupation

EXECUTED AS A DEED BY
EEH VENTURES LIMITED
acting by:-

)
)
)

.....
Director

In the presence of:

Witness' signature

Witness' name

Address

Occupation

Vered Grinberg

7 Menahem Begin Street, Ramat Gan, Israel

P.A.

EXECUTED AS A DEED BY
URBAN EXPOSURE SERVICES LIMITED
acting by:-

.....
Director

In the presence of:

Witness' signature

Witness' name PAUL DULICKAL

Address 20 AMITY ROAD, LONDON, E15 4AT

Occupation PORTFOLIO ANALYST

EXECUTED AS A DEED BY
NEW END 3C LLP
acting by:-

.....
Director

In the presence of:

Witness' signature

Witness' name

Address

Occupation

EXECUTED AS A DEED BY
URBAN EXPOSURE SERVICES LIMITED
acting by:-

.....
Director

In the presence of:

Witness' signature

Witness' name

Address

Occupation

EXECUTED AS A DEED BY
NEW END 3C LLP
acting by:-

.....
Director

In the presence of:

Witness' signature *HM*

Witness' name *HEATHER MOSS*

Address *2 FOX LANE, MIDDLE BARTON, OX7 7BS*

Occupation *NAVY*

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

)
)
)
)



.....
Duly Authorised Officer

