

DATED 26 May 2021

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TELFORD HOMES LIMITED

(3) NATIONAL WESTMINSTER BANK PLC

DEED OF VARIATION
relating to the development of land at 80-84 &
90b Wallis Road, Hackney Wick E9 5LW
pursuant to section 106 and section 106A of
the Town and Country Planning Act 1990



Pinsent Masons

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THIS DEED OF VARIATION is dated on

26 May 2021

AMONG:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) **TELFORD HOMES LIMITED** (a company incorporated in England and Wales under registered number 04118370) of Telford House, Queensgate, Britannia Road, Waltham Cross, Herts EN8 7TF (the "Developer");
- (3) **NATIONAL WESTMINSTER BANK PLC** (a company incorporated in England and Wales under registered number 00929027) of Credit Documentation, 1 Hardman Boulevard, Manchester M3 3AQ (the "Chargee")

(together the "Parties").

WHEREAS:-

- (A) This Deed is supplemental to, and varies the Original Agreement as varied by the First Deed of Variation and is a planning obligation pursuant to sections 106 and 106A of the Town and Country Planning Act 1990 and is enforceable by the LPA.
- (B) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the LPA is the local authority for the area in which the Site is situated for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (C) On 30 June 2016 the LPA granted the First Planning Permission subject to conditions and following completion of the Original Agreement.
- (D) On 9 February 2017 the LPA granted the Section 73 Permission subject to conditions and following completion of the First Deed of Variation.
- (E) The Developer is the current registered proprietor of the freehold interest that comprises the Site having acquired the Site from East London Regeneration (Wallis South) Limited. The parts of the Site previously registered under title numbers 149310, LN240303 and LN119694 were incorporated into title number LN113151 upon acquisition.
- (F) The Chargee is a mortgagee of the Site pursuant to its registered charge dated 30 June 2020 over the Site.
- (G) The LPA is satisfied that the obligations in this Deed are in the interests of the proper planning of the LPA's administrative area. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

IT IS AGREED as follows:-

1. **DEFINITIONS AND INTERPRETATIONS**

1.1 Except to the extent that they are inconsistent with the definitions and interpretation in Clause 1 of this Deed or as specifically varied as stated in Schedule 1 of this Deed the definitions and interpretations in Clause 1 of the Original Agreement shall apply:-

"Development"	means the "Development" as defined in the Original Agreement and as varied by the First Deed of Variation and by the terms of this Deed
"First Deed of Variation"	means the deed of variation dated 9 February 2017 entered into between (1) the London Legacy Development Corporation, (2) East London Regeneration (Wallis South) Limited, (3) West One Loan Limited and (4) Aura Finance Limited
"First Planning Permission"	means the Planning Permission for the Development granted by the LPA on 30 June 2016 with reference number 14/00387/FUL
"Original Agreement"	means the section 106 agreement entered into by the Original Parties dated 30 June 2016
"Original Parties"	means (1) the LPA, (2) East London Regeneration (Wallis South) Limited and (3) David Berin Stone and Robert Louis Stone and James Daniel Stone
"Section 73 Permission"	means the Planning Permission granted by the LPA on 9 February 2017 under reference number 16/00467/VAR
"Site"	means the freehold property known as 80-84 and 90b Wallis Road, London, E9 5LW all of which is registered at the Land Registry and comprised in title number LN113151

1.2 A reference to laws in general is to all local, national and directly applicable laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

1.3 Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or partnership and vice versa.

1.4 Except where a contrary intention appears, a reference to a Clause or Schedule, is a reference to a Clause of, or Schedule to, this Deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.5 Clause, Schedule and paragraph headings do not affect the interpretation of this Deed.

1.6 This Deed is made pursuant to sections 106 and 106A of the Town and Country Planning Act 1990, section 2 of the Local Government Act 2000, section 111 and 120 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

2. **EFFECT AND CONDITIONALITY**

2.1 This Deed shall be binding and take effect from the date of this Deed.

2.2 The Developer agrees that having implemented the Development it will observe and perform all (and procure that any lessee observes and performs all (as may apply to the lessee's property)) of

the covenants, agreements, restrictions and obligations contained in the Original Agreement subject to and as varied by the First Deed of Variation and this Deed.

- 2.3 The Developer agrees that the covenants contained in the Original Agreement and the First Deed of Variation are to continue in full force and effect to the extent they are applicable except as expressly varied by this Deed.

3. CHARGEES CONSENT

- 3.1 The Chargee acknowledges and declares that:-

3.1.1 this Deed has been entered into by the Developer with its consent;

3.1.2 the Site shall be bound by the obligations contained in the Original Agreement as varied by the First Deed of Variation and this Deed; and

3.1.3 the security of the Chargee over the Site shall take effect subject to the Original Agreement as varied by the First Deed of Variation and this Deed .

- 3.2 The Parties agree that the Chargee and any other mortgagee or chargee will only be liable for any breach of the provisions of this Deed during such period as it is a mortgagee in possession of the whole or any part of the Site when it becomes bound by the obligations as if it were a person deriving title from the Developer or if any breach is instigated by an agent on behalf of the Chargee. It will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Site without prejudice to the rights of the LPA in relation to any subsisting breach of those covenants, undertakings, restrictions or obligations arising prior to the parting of such interest.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

- 4.1 The Parties agree that the Original Agreement as varied by the First Deed of Variation will be varied as set out in Schedule 1 to this Deed with effect from the date of this Deed.

5. LEGAL FEES

The Developer agrees that they will on completion of this Deed pay the LPA's legal costs reasonably and properly incurred in the negotiation and completion of this Deed (inclusive of any such reasonable costs properly incurred by external lawyers appointed to the LPA in relation to the negotiation and completion of this Deed).

6. REGISTRATION

- 6.1 This Deed will be registered as a local land charge against the Site in the Register of Local Land Charges maintained by the LPA.

7. NO WAIVER

No alteration in terms of this Deed nor any forbearance or forgiveness on the part of the LPA in or in the extent or nature of any matter or thing concerning this Deed shall in any way release the Developer from any liability under this Deed.

8. NO FETTER

Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the LPA in the exercise of its functions in any capacity.

9. EXECUTION

This document has been executed as a deed and is delivered and shall not take effect until the date stated at the beginning of it.

10. **APPLICABLE LAW**

This Deed shall be governed by and construed in accordance with the law of England and Wales.

11. **CONTRACTUAL RIGHTS OF THIRD PARTIES**

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

SCHEDULE 1

1. Variations to the Original Agreement

NEW DEFINITIONS

1.1 The following new definition shall be inserted into the Clause 1.1. of the Original Agreement:

"Second Deed of Variation"	means the deed of variation to the Original Agreement completed on [insert date]
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1.2 The following new definitions shall be inserted into the definitions of Schedule 3 of the Original Agreement:

"Affordable Workspace Threshold Occupation Date"	means the date upon which 99 Private Residential Units are Occupied
"Affordable Workspace AfL"	means an agreement with an Affordable Workspace Provider to enter into an Affordable Workspace Lease
"Affordable Workspace Lease"	means a lease of the Affordable Workspace to an Affordable Workspace Provider which is on terms that comply with the requirements of this Schedule 3
"Affordable Workspace Provider Criteria"	<p>means that an Affordable Workspace Provider should meet all of the following criteria:</p> <ul style="list-style-type: none"> (a) have published strategic objectives which support good growth and an inclusive economy, and understand the need for affordable workspace; (b) have a demonstrable track record of Affordable workspace provision including details of lease terms, added value arrangements and rent discounts; (c) provide evidence to show an understanding of the local economy; (d) have a demonstrable track record of the development of an eco-system, business resilience and collaboration; (e) capability to provide a business support offer; (f) have a robust plan for engagement with the local community; (g) have experience of and a commitment to securing local employment; (h) have a robust plan for promotion and marketing of the workspace in in the local

	area; and
	(i) have a demonstrable track record of using local supply chains.

2. **VARIATIONS TO THE ORIGINAL AGREEMENT**

2.1 A new Recital H shall be added to the Recitals as follows:

(H) The London Legacy Development Corporation is the freehold owner of title number EGL200675 and enters into this Deed in its capacity as freehold proprietor of that title (and in such context it is defined as the "LLDC") for the purposes only of giving effect to the covenant contained at Clause 6A.

2.2 The following new Clause 6A shall be added after Clause 6:

6A THE LLDC'S COVENANTS WITH THE DEVELOPER
The LLDC in its capacity as freehold owner of the land that comprises Parcel B covenants with the Developer to comply with the obligations set out in paragraph 5 of Schedule 4.

2.3 The definition of **Affordable Workspace Provider** in Schedule 3 of the Original Agreement shall be deleted and replaced with the following:

"Affordable Workspace Provider"	means: <ul style="list-style-type: none"> a) a provider of Affordable Workspace in the Council's Area and which is on the Council's list of approved bodies (attached at Appendix 3) as may be updated by the Council from time to time; or b) such other body that fulfils the Affordable Workspace Provider Criteria and which has been approved by the LPA in consultation with the Council
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2.4 Paragraph 1.1 of Schedule 3 shall be deleted and replaced with the following and paragraph 1.2 of Schedule 3 shall be renumbered as paragraph 1.5 accordingly:

1.1	The Private Residential Units in Block A of the Development shall not be Occupied before the Affordable Workspace located within Block A has been completed to Shell and Core standard.
1.2	Unless otherwise agreed in writing by the LPA Blocks B to E of the Development shall not be Occupied before all the Affordable Workspace has been completed to Shell and Core Standard.
1.3	Unless otherwise agreed in writing by the LPA, the Developer covenants to enter into an Affordable Workspace Lease in respect of all of the Affordable Workspace prior to the

Affordable Workspace Threshold Occupation Date and that not more than 99 Private Residential Units shall be Occupied until the Affordable Workspace Lease has been completed.

1.4 The Developer covenants with the LPA to use reasonable endeavours to seek to agree and enter into an Affordable Workspace AfL or an Affordable Workspace Lease of all of the Affordable Workspace as soon as possible from the date of the Second Deed of Variation and that it shall:

1.4.1 keep the LPA regularly informed of its negotiations with an Affordable Workspace Provider(s) to enter into an Affordable Workspace AfL or Affordable Workspace Lease; and

1.4.2 provide the LPA with written reports not less than once every three (3) months following the date of the Second Deed of Variation detailing progress, meetings and agreed actions aimed at entering into an Affordable Workspace AfL or an Affordable Workspace Lease.

2.5 Paragraph 5.1 of Schedule 3 shall be deleted and replaced with the following:

5.1 The Owner shall submit and obtain the LPA's approval to the Workspace Strategy prior to the Occupation of not more than 75% of the Development.

2.6 Schedule 4 shall be deleted in its entirety and replaced with the following:

SCHEDULE 4	
PUBLIC REALM: NORTH-SOUTH ROUTE	
"Final Unit(s)"	means the final 25 Residential Units within the Development to be Occupied;
"Interim HVM Costs"	means the sum of the cost of the temporary hostile vehicle mitigation measures to be provided by the Developer at the Site as part of the Temporary Tarmac Works with the amount to be agreed between the Developer and the LPA prior to installation of such measures;
"Parcel A"	means the parcel of land identified as Parcel A on Plan A;
"Parcel A Works"	means the Phase 1 Parcel A Works and the Phase 2 Parcel A Works;
"Parcel B"	means the parcel of land identified as Parcel B on Plan A;
"Parcel B Works Occupation Date"	means the date which falls 1 (one) month after First Occupation of any of Blocks B to E of the Development;

"Permanent Public Realm Works"	means the permanent public realm works to complete the North - South Route
"Phase 1 Parcel A Works"	means the land shaded orange and identified as Parcel A Phase 1 on Plan A
"Phase 2 Parcel A Works"	means the land shaded green and identified as Parcel A Phase 2 on Plan A
"Permitted Closures"	<p>means temporary closure of Parcel A or any part thereof, in the following circumstances:-</p> <ul style="list-style-type: none"> (a) where required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing works within Parcel A or Parcel B for any other reasonable and proper purpose; (b) for the purposes of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) on the Site or adjoining land; (c) in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety; (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
"Plan A"	means the plan labelled 'N+S Link Proposed Finishes Plan ' attached to this Agreement at Appendix 8 pursuant to the Second Deed of Variation
"Permanent Public Realm Works Contribution"	<p>means the sum (S) which is to be applied by the LPA as a contribution towards the Permanent Public Realm Works and which is calculated as follows:</p> $S = A - (B+C)$ <p>where:</p> <p>A = £324,750 (three hundred and twenty four thousand and seven hundred and fifty pounds) (Indexed)</p> <p>B = £175,498 (one hundred and seventy five thousand and four hundred and ninety eight pounds and which for the</p>

	avoidance of doubt shall not be Indexed) C = the sum of the Interim HVM Costs
"Technical Drawings"	means any plan or drawing relating to the Parcel A Works, the Temporary Tarmac Works and the Permanent Public Realm Works that the Developer is required to provide to the LLDC in its capacity as freehold owner of the land that comprises Parcel B
"Temporary Tarmac Works"	means the temporary tarmac works including those set out in the temporary tarmac works specification attached to this Agreement at Appendix 9 pursuant to the Second Deed of Variation and any other works that may be agreed between the Developer and LPA from time to time

1. NORTH-SOUTH ROUTE PUBLIC REALM WORKS – PARCEL A WORKS

- 1.1 Prior to First Occupation of Block A of the Development, the Developer shall carry out and complete the Phase 1 Parcel A Works and the Developer shall not Occupy Block A of the Development until the Phase 1 Parcel A Works are Complete.
- 1.2 Prior to First Occupation of any of Blocks B to E of the Development, the Developer shall carry out and complete the Phase 2 Parcel A Works and the Developer shall not Occupy any of Blocks B to E of the Development until the Phase 2 Parcel A Works are Complete.

2. PARCEL B WORKS – TEMPORARY SURFACING AND FINANCIAL CONTRIBUTION TOWARDS PERMANENT SURFACING

- 2.1 The Developer shall provide notice to the LPA at least 30 Working Days prior to First Occupation of any of Blocks B to E of the Development.
- 2.2 The Developer shall carry out and Complete the Temporary Tarmac Works on Parcel B prior to the Parcel B Works Occupation Date and the Developer shall not Occupy or permit Occupation of any of Blocks B to E of the Development beyond the Parcel B Works Occupation Date unless and until the Temporary Tarmac Works on Parcel B are Complete.
- 2.3 The Developer shall pay the Permanent Public Realm Works Contribution to the LPA prior to the Parcel B Works Occupation Date.

3. RESTRICTION ON FINAL OCCUPATION

- 3.1 There shall be no Occupation of the Final Unit(s) until the Permanent Public Realm Works Contribution has been received by the LPA.

4. PARCEL A - ACCESS

- 4.1 Upon Completion of the Parcel A Works the Developer will permit the general public to have continuous access on foot and (in respect of any area where cycles are permitted) by bicycle, to and over Parcel A at all times, free of charge **SUBJECT TO:-**

4.1.1 Permitted Closures;

4.1.2	any lawful requirements of the police or any other competent authority; and
4.1.3	public rights being in common with the Developer, and the Developer's tenants and occupiers of any part of the Development.
4.2	The Developer shall not erect any wall or barrier or any other object or structure or take any other steps that would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Parcel A.
4.3	Following Completion of the Parcel A Works and if requested to do so by the local highway authority the Developer shall dedicate Parcel A to the local highway authority to adopt as highway maintainable at public expense.
4.4	If the Developer requires a Permitted Closure it must give written notice to that effect to the LPA.
5.	PARCEL B – ACCESS
5.1	Upon Completion of the Permanent Public Realm Works the LLDC will permit the general public to have continuous access on foot and (in respect of any area where cycles are permitted) by bicycle, to and over Parcel B at all times, free of charge SUBJECT TO:-
5.1.1	Permitted Closures;
5.1.2	any lawful requirements of the police or any other competent authority; and
5.1.3	public rights being in common with the Developer, and the Developer's tenants and occupiers of any part of the Development.
5.2	The LLDC covenants that it shall not erect any wall or barrier or any other object or structure or take any other steps that would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Parcel B.
6.	PROVISION OF TECHNICAL DRAWINGS
6.1	The Developer shall provide to the LPA any Technical Drawings at the same time that such drawings are submitted to the LLDC pursuant to any existing agreements with the LLDC or as soon as practicable upon written request by the LPA.

2.5 Paragraph 2.1 of Schedule 5 (as amended by the First Deed of Variation) shall be deleted and replaced with the following:

2.1	If Commencement of Development takes place within 18 months of the date of the Section 73 Permission then the Developer shall implement the Wallis Road Access and where this paragraph 2.1 applies Blocks B-E of the Development shall not be Occupied until the Wallis Road Access has been completed.
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2.6 **APPENDIX 8**

Plan A attached at Appendix 1 of this Deed shall be attached to the Original Agreement at Appendix 8.

2.7 **APPENDIX 9**

The temporary tarmac works specification attached at Appendix 2 of this Deed shall be attached to the Original Agreement at Appendix 9.

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of:

GERALDINE M M MURPHY
Full Name (Authorised Signatory)

[Handwritten Signature]
Signature of Authorised Signatory



Executed as a Deed (but not delivered until the date of this Deed) by **TELFORD HOMES LIMITED** acting by

JON DI-STEFANO
Full Name (Director/~~Attorney~~)
in the presence of:

CHLOE CRISWELL
Full Name (Witness)


Telford Homes Ltd
Address Telford House
Queensgate, Britannia Road
Waltham Cross
Herts. LN8 7TF

[Handwritten Signature]
Signature of Director/Attorney

[Handwritten Signature]
Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **NATIONAL WESTMINSTER BANK PLC** acting by

Simon EDWARD SCHOLLAR
Full Name (Director/Attorney)
in the presence of:


Signature of Director/Attorney

EMMA SCHOLLAR
Full Name (Witness)

1 YEWENS
CHIDINGFOLD
SURREY GU8 4SD
Address


Signature of Witness

APPENDIX 1
PLAN A

HACKNEY CUT

WALLIS ROAD

MAIN YARD

BLOCK A

Phase 1
Parcel A
Phase 1

BLOCK B

BLOCK C

Parcel A
Phase 2

BLOCK E

BLOCK D

Parcel B
Tarmac

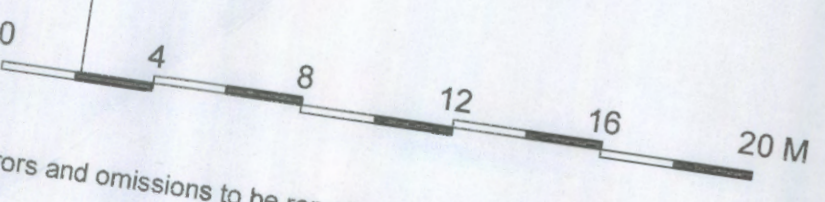
Existing Pall Mall Building

Proposed hoarding line for handover of Block A

Proposed hoarding upon completion of tarmac works to area B

- Parcel A Phase 1
Extent of paving completed for handover of Block A.
- Parcel A Phase 2
Extent of paving completed on completion of Block B, C, D + E.
- Parcel B
Extent of tarmac completed on completion of Block B, C, D + E.
- Telford Homes Site Boundary
- S106 N+S Link
- Telford Homes Hoarding Line
- Existing Pall Mall Building

- P03 27/11/20 Minor updates following recent meeting with TH and LLDC
- P02 18/09/20 Pall Mall drainage connection indicated
- P01 17/09/20 First Issue.



Errors and omissions to be reported to the Architect prior to commencement. Dimensions and areas are based on survey information provided by the client. This drawing is copyright © STOCKWOOL. All dimensions to be checked on site. Do not scale.

PLAN A

Client
Telford Homes Plc
Project
Stone Studios
Drawing
N+S Link Proposed Finishes Plan
Status
For Approval
Scale 1:200 @A1
Partial Demolition of 62-66 Wallis Road
CAD File Date October 2019
Date DJM
Drawn
Checked

APPENDIX 2
TEMPORARY TARMAC WORKS SPECIFICATION

Temporary Tarmac Works Specification

Excavation and removal of existing surfacing and materials to allow for 300mm depth build-up

200mm depth Type 1 compacted stone

Tarmacadam : 60mm depth AC20 Dense Binder Course, 40mm depth AC10 Close Graded Surface Course. Laid to EN13108-1 & BS594987

Temporary Kerbs W:125 x D:255mm, PCC, laid on concrete foundation to boundaries as necessary.

The works are to extend to, and be level with, the existing surfacing to the station forecourt

Channel Drain: Polymer channel with galvanised edge rails W:100xD:150mm

Grating: D400 Ductile Iron Heel guard grating

3no. Sump Unit L:500xW:100c/w steel bucket, with connection within 1000mm of sump location"

Construct manhole chambers and provide drainage and connection as necessary

Connect surface water from existing Pall Mall Building

CCTV to newly installed drainage with certification

Hoarding - 2.4m high ply hoarding fixed to 1000mm x 800mm x 500mm on concrete blocks. Painted mid grey.

Hoarding Safety Inspection upon completion of hoarding works.

Vandal resistant temporary bulkhead lighting Eterna 7W LED Bulkhead Black or similar fixed to hoardings wired back to LLDC or unmetered supply.

Lighting to be designed by a lighting consultant to meet the relevant safety and luminance standards for adopted public footways

Temporary Hostile Vehicle Mitigation is to be provided to protect the station as directed by the LLDC and the associated costs deducted from the Permanent Public Realm Works Contribution