

DATED 18 SEPTEMBER 2018



(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) GUINNESS DEVELOPMENTS LIMITED



SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to land at Imperial Street, Bromley-By-Bow, London E3 3ED



Pinsent Masons

THIS SUPPLEMENTAL AGREEMENT is made on 18 SEPTEMBER 2018

BETWEEN:-

- (1) LONDON LEGACY DEVELOPMENT CORPORATION LIMITED of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) GUINNESS DEVELOPMENTS LIMITED whose registered office is at 30 Brock Street, Regent's Place London, NW1 3FG Company Registration Number 04175094 (the "Covenantor");

RECITALS

WHEREAS:-

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Exchange Land is situated.
- (B) On [20 June] 2018 the LPA (1) and Gapsun Properties Limited (2) entered into the Principal Agreement.
- (C) At the date the Principal Agreement was completed Gapsun Properties Limited had no legal interest in the Exchange Land.
- (D) On [2 July] 2018 the Covenantor became the proprietor of the freehold interest in the Exchange Land.
- (E) This Supplemental Agreement is entered into pursuant to the requirements of Clause 16 of the Principal Agreement and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the freehold interest in the Exchange Land for the purposes of the said section 106 of the 1990 Act.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

"Exchange Land" means all that land shown edged red and shaded pink on the plan attached at the Appendix to this Supplemental Agreement;

"Principal Agreement" means an agreement dated [20 June] 2018 between the LPA (1) and Gapsun Properties Limited (2) and entered into pursuant to section 106 of the 1990 Act and other relevant powers.

2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990 and (insofar as this Agreement does

not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

- 2.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Exchange Land is located.
- 2.3 The Covenantor confirms to and covenants with the LPA that from the date of this Supplemental Agreement its freehold interest in the Exchange Land is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind the Exchange Land and, subject to Clauses 2.4, 2.6 and 2.7 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer in the Principal Agreement are entered into by the Covenantor with the intent that they shall be enforceable not only against the Covenantor but also against any successors in title to or assigns of the Covenantor and/or any person claiming through or under the Covenantor an interest or estate in the Exchange Land as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.4 The LPA covenants with the Covenantor in respect of the Exchange Land to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement.

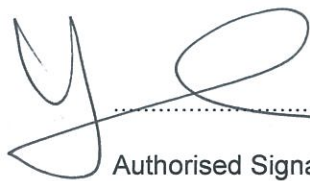
3. LOCAL LAND CHARGE

This Supplemental Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Supplemental Agreement as a deed the day and year first above written

EXECUTED as a deed by affixing the
Common Seal of **LONDON LEGACY**
DEVELOPMENT CORPORATION

in the presence of : -


.....
[LYN GANON]
Authorised Signatory



EXECUTED as a deed by
Affixing the **COMMON SEAL** of
GUINNESS DEVELOPMENTS LIMITED
in the presence of

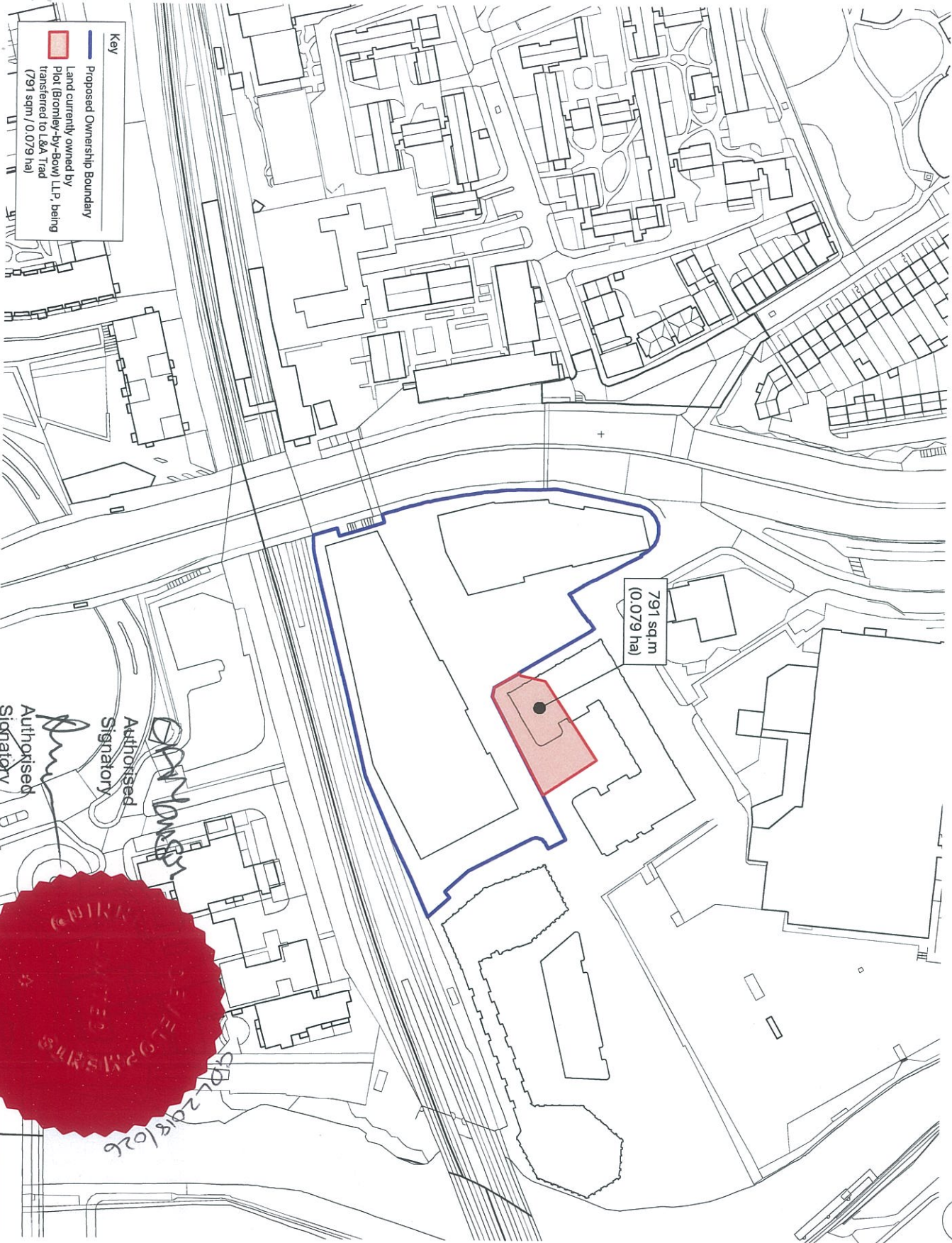

.....
Authorised
Signatory **Director**


.....
Authorised
Signatory **Director/Secretary**



APPENDIX TO SUPPLEMENTAL AGREEMENT

Plan of the Exchange Land



Key

- Proposed Ownership Boundary
- Land currently owned by Plot (Bromley-by-Bow) LLP, being transferred to L&A Trad (791 sqm / 0.079 ha)

791 sq.m
(0.079 ha)

Authorised Signatory

[Signature]

Authorised Signatory



General notes

All existing and/or to be constructed on site refer to Ordnance Datum Meanlyn unless otherwise Datum given. All drawings are based on the Ordnance Datum Meanlyn. This drawing must not be scaled. The drawing must not be used for any other purpose. All other relevant drawings, specifications, clauses and current design risk register must not be used for any other purpose. Calculated areas in accordance with Assael Architecture's Drawing of Areas for Schedule of Areas construction must not be used for the plot area. Survey, construction and approval from all statutory Authorities. Revision Status: Preliminary. C/C-Contract

Assael Architecture Limited has prepared this document in accordance with the instructions of the Client under the agreed use of the Client and Assael Architecture for any and special use of the Client for any purpose other than that for which it was prepared. This drawing is not to be used for any other purpose. It should be used for construction purposes only. The whole of the file shall be submitted to other parties by Assael Architecture in the event of any dispute. Drawing notes: Orienting boundary from block center line of the 100m to 200m. See drawing for more detail.

Author	Deva R. Revillon	Date	08/11/17	EN	PL
1	Final Issue	28/09/17	EN	PL	

Purpose of Information

The purpose of the information on this drawing is for:	Information	<input checked="" type="checkbox"/>
All information on this drawing is not for construction unless it is marked for:	Client approval	<input type="checkbox"/>
	Construction	<input type="checkbox"/>



Client
DANESCROFT LAND LIMITED

Project title
PLOT (Bromley-by-Bow) LLP

House, Bromley-by-Bow

Plan B - Land transferred to L&A Trad

Scale @ A1 size
1:1250
Date
Aug '17

Drawing No
A2774 SK170928-2

Assael

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