

DATED 8 June 2023

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) REMUS ROAD NORTH LIMITED

SUPPLEMENTAL DEED TO S106 AGREEMENT
pursuant to section 106 of
the Town and Country Planning Act 1990
and other powers
relating to Neptune Wharf, Fish Island



Pinsent Masons

THIS SUPPLEMENTAL DEED is made on 8 June

2023

BY:-

Level 9, 5 Endeavour Square

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of ~~Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ~~ (the "LPA"); and
Stratford, London, E20 1JN
- (2) **REMUS ROAD NORTH LIMITED** (company number 13630972) of Office 9, Dalton House, 60 Windsor Avenue, London SW19 2RR (the "Purchaser")

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in the Original Agreement and this Supplemental Deed are enforceable.
- (B) On 27 March 2014 the LPA granted Planning Permission for the Development. On 25 November 2016 the LPA granted the Section 73 Planning Permission for minor material amendments to the Planning Permission.
- (C) This Supplemental Deed is supplemental to an agreement dated 27 March 2014 made pursuant to section 106 of the 1990 Act and other relevant powers between (1) the LPA (2) the Mayor and Burgesses of the London Borough of Tower Hamlets and (3) Neptune Wharf Ltd as varied by a Modification Agreement dated 25 November 2016 made pursuant to sections 106 and 106A of the 1990 Act between (1) the LPA and (2) Peabody Enterprises Ltd.
- (D) Immediately prior to the date of this Supplemental Deed, the Purchaser acquired the freehold interest in the School Site (Phase 4 of the Development).
- (E) The parties have agreed to enter into this Supplemental Deed for the purposes of ensuring that the provisions of Schedule 1 of the Original Agreement apply to the Purchaser (including any provisions which may not fall within the scope of section 106 of the 1990 Act).

1. INTERPRETATION

In this Supplemental Deed:-

- 1.1 **"Original Agreement"** means the s106 agreement dated 27 March 2014 made pursuant to section 106 of the 1990 Act and other relevant powers between (1) the LPA (2) the London Borough of Tower Hamlets and (3) Neptune Wharf Ltd as varied by a Modification Agreement dated 25 November 2016 made pursuant to section 106 and section 106A of the 1990 Act between (1) the LPA and (2) Peabody Enterprises Ltd;
- 1.2 terms and expressions defined in the Original Agreement shall have the same meaning in this Supplemental Deed unless otherwise provided;
- 1.3 any reference to an enactment includes any amendment to or modification of it and the version of it for the time being in force shall apply;
- 1.4 headings in this Supplemental Deed are for convenience only and shall not be taken into account in its construction and interpretation;
- 1.5 references to clauses sub-clauses and schedules are references to clauses sub-clauses and schedules in this Supplemental Deed save where the context provides otherwise;
- 1.6 where the context so requires:-

- 1.6.1 the singular includes the plural and vice versa;
- 1.6.2 the masculine includes the feminine and vice versa; and
- 1.6.3 persons includes bodies corporate associations and partnerships and vice versa;
- 1.7 where a party comprises more than one person the obligations and liabilities of that party shall be joint and several obligations and liabilities of those persons;
- 1.8 where more than one party enters into any obligation or liability those parties are jointly and severally liable;
- 1.9 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction;
- 1.10 references to any party shall include their respective successors in title and assigns.

2. LEGAL EFFECT

- 2.1 This Supplemental Deed is made pursuant to the provisions of Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 1 of the 2011 Act and all other enabling powers.
- 2.2 This Supplemental Deed shall take effect on the date hereof.
- 2.3 The parties agree that the covenants and obligations contained in the Original Agreement are to continue in full force and effect.

3. OPERATIVE PROVISION

- 3.1 The Purchaser agrees to comply with the obligations of the Developer contained in Schedule 1 of the Original Agreement from the date of this Supplemental Deed.
- 3.2 The LPA agrees to comply with the obligations of the LPA contained in Schedule 1 of the Original Agreement from the date of this Supplemental Deed.

4. EXCLUSION OF THE LANDLORD AND TENANT ACT 1954

- 4.1 The LPA confirms that in relation to the tenancy to be created by the School Lease and prior to entering into this Supplemental Deed: -
 - 4.1.1 The Purchaser served on the LPA a notice complying with the requirements of section 38A(3) of the Landlord and Tenant Act 1954:
 - 4.1.2 The LPA or a person duly authorised by the LPA made a statutory declaration (the "LPA's Statutory declaration") complying with the requirements of Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- 4.2 Where the LPA's Statutory Declaration was made by a person other than the LPA the LPA confirms that the declarant was duly authorised to make the LPA's Statutory Declaration on the LPA's behalf.
- 4.3 The Purchaser and the LPA agree that sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy to be created by the School Lease.



5. **LEGAL FEES**

The Purchaser agrees that they will on completion of this Supplemental Deed pay the LPA's legal costs reasonably and properly incurred in the negotiation and completion of this Supplemental Deed (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Supplemental Deed) subject to a maximum contribution of £2000 plus value added tax and disbursements.

6. **THIRD PARTY RIGHTS**

This Supplemental Deed gives no rights under the Contract (Rights of Third Parties) Act 1999 but this does not affect any rights which are available apart from that Act and it may be enforced by the successors in title of the parties and by any successor to the LPA's statutory functions.

7. **NO WAIVER**

No alteration in the terms of this Supplemental 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 Supplemental Deed shall in any way release the Purchaser from any liability under this Supplemental Deed.

8. **NO FETTER**

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

9. **JURISDICTION**

This Supplemental Deed is governed by and interpreted in accordance with the law of England.

10. **DELIVERY**

The provisions of this Supplemental Deed shall be of no effect until this Supplemental Deed has been dated.



IN WITNESS whereof the parties hereto have executed this Supplemental Deed as a deed the day and year first before written.

EXECUTED as a Deed (but not delivered until)
dated) by affixing the common seal of)
LONDON LEGACY DEVELOPMENT)
CORPORATION)
in the presence of:-



A Holigsworth
.....
Authorised signatory

#4775

Signed as a Deed (but not delivered until)
dated) by Michael Nicholls a director of)
REMUS ROAD NORTH LIMITED)
in the presence of:-

M.N.
.....

Director

.....
Witness name

C Thirkill
.....
Claire Thirkill

C Thirkill
.....

Witness address

7B Malvasia
Vineyards
Gibraltar
GX11 1AA

w

