

DATED

29<sup>th</sup> July

2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) THE MASTER WARDENS AND COMMONALTY  
OF THE MYSTERY OF THE FREEMEN OF THE  
CARPENTRY OF THE CITY OF LONDON
- (3) ALUMNO DEVELOPMENTS (STRATFORD) LIMITED
- (4) M H ELIASHAR DISTRIBUTION LIMITED

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SUPPLEMENTAL DEED

to a

Planning Obligation by Deed of Agreement under Section 106 of the  
Town and Country Planning Act 1990 of each date with this Deed

Relating to the development of a 26 storey tower comprising  
student accommodation together with a ground floor café and artist studios  
over the ground, first and second floors together with associated public  
realm at 206-214 High Street, Stratford, London E15

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THIS SUPPLEMENTAL DEED is made the 29<sup>th</sup> day of July 2014

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ ("the **LPA**");
- (2) **THE MASTER WARDENS AND COMMONALTY OF THE MYSTERY OF THE FREEMEN OF THE CARPENTRY OF THE CITY OF LONDON** of Carpenter's Hall, Throgmorton Avenue, London EC2N 2JJ ("the **First Owner**");
- (3) **ALUMNO DEVELOPMENTS (STRATFORD) LIMITED** (company number 09343V) whose registered office is at First Floor, Jubilee Buildings, Victoria Street, Douglas, Isle of Man IM1 2SH (the **Developer**"); and
- (4) **M H ELIASHAR DISTRIBUTION LIMITED** whose registered office is at 1 HaElla St. Corner HaShalom St Abu Gosh, Israel (the **Mortgagee**").

**WHEREAS:-**

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 this Deed are enforceable.

The Mortgagee has a registered charge over the leasehold interest in the Site registered at the Land Registry under Title Number NGL100316 and this Supplemental Deed is entered into for the purpose of recording the Mortgagee's consent on the terms set forth below.

**OPERATIVE PROVISIONS**

**1. Interpretation**

1.1 Save where provided otherwise words and expressions used in this Supplemental Deed have the meaning assigned in the Principal Deed.

1.2 For the purposes of this Supplemental Deed the following words and expression has the following meaning:-

**"Principal Deed"** means the agreement relating to the Development of even date between (1) the London Legacy Development Corporation (2) the Master Wardens and Commonalty of the Mystery of the Freemen of the Carpentry of the City of London and (3) Alumno Developments (Stratford) Limited and entered into pursuant to section 106 of the Act.

**2. Operation of this Supplemental Deed**

2.1 This Supplemental Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the Act.

2.2 The Mortgagee acknowledges it has a registered legal charge over the Site and declares that this Deed has been entered into by the Developer with its consent and that the Site shall be bound by the obligations covenants and undertakings contained in the Principal Deed and that the security of the mortgage over the Site shall take effect subject to the Principal Deed (and to this Deed) PROVIDED THAT the Mortgagee shall otherwise have no liability under the Principal Deed (and this Deed) unless it becomes a successor in title or a mortgagee in possession of the Site or any part before the planning obligations contained in the Principal Deed have been performed whereupon it too will be bound by the obligations covenants and undertakings as if it were a person deriving title from the Developer.

**3. Local Land Charge**

The Supplemental Deed is a local land charge and the Mortgagee acknowledges that it shall be registered as such.

**4. Counterparts**

This Deed may be executed in any number of counterparts and by the parties on separate counterparts and each counterpart shall constitute an original of this Deed but together the counterparts shall constitute one document.

**IN WITNESS** whereof the parties have executed this Deed the day and year first above written

Executed as a Deed by affixing the )  
Common Seal of **THE MASTER** )  
**WARDENS AND COMMONALTY OF** )  
**THE MYSTERY OF FREEMEN OF THE** )  
**CARPENTRY OF THE CITY OF** )  
**LONDON** in the presence of:



X *[Handwritten signature]*  
X *[Handwritten signature]*  
X *[Handwritten signature]*

Master

Warden

Clerk