

DATED 29 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

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

THIS SUPPLEMENTAL DEED is made the 29th 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 **LONDON LEGACY
DEVELOPMENT CORPORATION**
in the presence of:

)
)
)
)



.....
Authorised Signatory





**PENNINGTONS
MANCHES**

LONDON

Abacus House
33 Gutter Lane
London EC2V 8AR
T: +44 (0)20 7457 3000
F: +44 (0)20 7457 3240
DX: 42605 Cheapside

BASINGSTOKE

da Vinci House
Basing View
Basingstoke
Hampshire RG21 4EQ
T: +44 (0)1256 407100
F: +44 (0)1256 479425
DX: 148600 Basingstoke 21

CAMBRIDGE

Clarendon House
Clarendon Road
Cambridge
Cambridgeshire CB2 8FH
T: +44 (0)1223 465465
F: +44 (0)1223 465400
DX: 131971 Cambridge 6

GODALMING

Highfield
Brighton Road
Godalming
Surrey GU7 1NS
T: +44 (0)1483 791800
F: +44 (0)1483 424177
DX: 58300 Godalming 1

GUILDFORD

2 Bishops Wharf
Walnut Tree Close
Guildford
Surrey GU1 4UP
T: +44 (0)1483 791800
F: +44 (0)1483 424177
DX: 2405 Guildford

OXFORD

9400 Garsington Road
Oxford Business Park
Oxford
Oxfordshire OX4 2HN
T: +44 (0)1865 722106
F: +44 (0)1865 201012
DX: 155710 Oxford 13

READING

Apex Plaza
Forbury Road
Reading
Berkshire RG1 1AX
T: +44 (0)118 982 2640
F: +44 (0)118 982 2641
DX: 117883 Reading