# (1) LONDON LEGACY DEVELOPMENT CORPORATION

- (2) B.V. INVESTMENTS LIMITED
- (3) CONSTABLE HOMES LIMITED

SECTION 106A AGREEMENT
DEED OF VARIATION
relating to the development of land at 4 Roach Road,
Fish Island, London E3 2PA
Supplemental to an Agreement dated 2nd April 2015

#### BY:

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- (1) LONDON LEGACY DEVELOPMENT CORPORATION of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the 'LPA'); and
- (2) **B.V. INVESTMENTS LIMITED** (Company Number 3492074) of 28 Chigwell Lane, Loughton, Essex IG10 3NY (the 'Owner'); and
- (3) **CONSTABLE HOMES LIMITED** (Company Number 03943413) of Colchester Road, Springfield, Chelmsford, Essex CM2 5PW (the 'Developer')

#### WHEREAS:-

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 the LPA is the local planning authority for the Site for the purposes of Part 3 of the Town and Country Planning Act 1990 ('the 1990 Act') and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Number NGL451028.
- (C) The Developer has a beneficial interest in the Site pursuant to an Agreement for Lease dated 10 May 2012 and referred to at entry 4 of the Charges Register of the Title Number NGL451028.
- (b) The LPA and the Owner and the Developer entered into an Agreement on 2<sup>nd</sup> April 2015 ('the Principal Agreement') for the purposes of securing the provision of Affordable Workspace as part of the development of the Site pursuant to planning permission no 14/00260/FUL.
- (E) The LPA and the Owner and the Developer have now agreed to vary the Principal Agreement in order to secure the provision as part of the development of the Site pursuant to planning permission no 14/00260/FUL of artists' studios and exhibition space.
- (F) This Deed varies and is supplemental to the Principal Agreement.

- (G) The LPA and the Owner and the Developer have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of Section 106 and Section 106A 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.
- (H) The LPA and the Owner and the Developer agree that the obligations contained in this Deed meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

#### 1. INTERPRETATION

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In this Deed:-

- 1.1 **The Principal Agreement** means the Section 106 Agreement dated 2nd April 2015 between the LPA, the Owner and the Developer.
- Terms and expressions defined in the Principal Agreement have the same meaning in this 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.
- Headings in this 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 in and schedules to this Deed save where the context provides otherwise.
- 1.6 Where the context so requires:
  - (i) the singular includes the plural and vice versa;
  - (ii) the masculine includes the feminine and vice versa; and
  - (iii) 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 the Owner and the Developer shall include their respective successors in title and assigns and references to the LPA shall include its successors in function.

## 2. LEGAL EFFECT

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This Deed is made pursuant to Section 106 and Section 106A 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.

#### 3. PLANNING OBLIGATIONS

- 3.1 This Deed shall take effect on the date hereof.
- 3.2 The Owner and Developer agree to observe and perform all of the covenants, agreements, restrictions and obligations on the part of the Owner and Developer contained in the Principal Agreement subject to this Deed.
- 3.3 The Owner and Developer agree that the covenants and obligations contained in the Principal Agreement are to continue in full force and effect except as expressly varied by this Deed.

# 4. MODIFICATION

- 4.1 The Owner and Developer agree that from the date of this Deed the Principal Agreement is varied as follows:
  - (i) In clause 1.1 the definitions of 'Affordable Workspace', 'Affordable Workspace Provider', 'Affordable Workspace Report' and 'Affordable Workspace Rent' are deleted.

(ii) In clause 1.1 the definition of 'Affordable Housing Units' is deleted and replaced by the following:

'means the Residential Units comprised in the Development as identified on plan no 0205-SEW-SK0235-PLVO2-Ownership-Plan rev P00 attached as Appendix 1 and which shall be provided as Affordable Housing in accordance with the terms of this Deed';

- (iii) The plans no's 0205-SEW-RR-1101 and 0205-SEW-RR-1102 attached at Appendix 1 to the Principal Agreement are replaced by plan no 0205-SEW-SK0235-PLVO2-Ownership-Plan rev P00 attached as Appendix 1 to this Deed;
- (iv) In clause 1.1 the following definitions are added:

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'Gallery Space' means the part of the Development shown on

the plans at Appendix 2

'Gallery Space Specification' means the specification for the fitting out of

the Gallery Space as set out at Appendix 3

'Managing Agent' means the managing agent appointed from

time to time to manage and maintain the

Gallery Space in accordance with the

Management Scheme

'Management Scheme' means the scheme for managing the Gallery

Space generally in accordance with the details

set out at Appendix 5 and including procedures

for regular reporting to the LPA by the

Managing Agent on the operation of the

Gallery Space and arrangements for the LPA

to monitor compliance by the Owner and the

Developer with the Management Scheme

(v) The words 'and units of Affordable Workspace' are deleted from paragraph 4.1.1 of Schedule 1.

- (vi) The provisions of paragraph 3 of Schedule 1 are deleted and replaced by the following:
  - 3.1 Not more than 33 Residential Units shall be Occupied until:

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- (i) the Gallery Space has been practically completed so that it is ready for occupation and use for its intended purpose in accordance with the Gallery Space Specification; and
- (ii) a lease of the Gallery Space for a period of not less than 25 years has been granted to the Anderson Foundation Ltd (Co Reg No 1063380); and
- (iii) the Managing Agent has been appointed; and
- (iv) the Owner/Developer has notified the LPA that each of items(i)-(iv) above have occurred.
- 3.2 For a period of 25 years from the date of compliance with the requirements of paragraph 3.1 above the Gallery Space shall be managed and maintained by the Managing Agent in accordance with the Gallery Space Specification and the Management Scheme in order to provide a space for artists to work and exhibit their pieces in accordance with the objectives and principles set out in the document titled Carpenters Wharf Art Centre Proposals attached at Appendix 4.
- For a period of 25 years from the date of compliance with the requirements of paragraph 3.1 above 50% of the artists' studios comprised in the Gallery Space shall each be made available free of rent and service charges for consecutive periods of 12 months and the balance of the artists' studios comprised in the Gallery Space shall each be made available free of rent and service charges for consecutive periods of 18 months to a local artist selected by the Owner and/or the Developer in accordance with the provisions of the Carpenters Wharf Art Centre Proposals.

- 3.4 At the end of any 12 or 18 month term pursuant to paragraph 3.4 above, the artist occupying the relevant studio shall be provided with assistance to relocate to alternative premises in accordance with the provisions of the Carpenters Wharf Art Centre Proposals.
- (vii) The plans attached at Appendix 2 to this Deed are inserted as a new Appendix 2 to the Principal Agreement ('the Gallery Space').
- (viii) The document attached at Appendix 3 to this Deed is inserted as a new Appendix 3 to the Principal Agreement ('the Gallery Space Specification').
- (ix) The document attached at Appendix 4 to this Deed is inserted as a new Appendix 4 to the Principal Agreement ('the Carpenters Wharf Art Centre Proposals').
- (x) The document attached at Appendix 5 to this Deed is inserted as a new Appendix 5 to the Principal Agreement ('the Management Scheme').
- 4.2 Except as expressly varied by this Deed the Principal Agreement shall remain in full force and effect.

# 5. LEGAL FEES

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The Developer shall 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 by the LPA in relation to the negotiation and completion of this Deed).

## 6. THIRD PARTY RIGHTS

This 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 Council's statutory functions.

## 7. NO WAIVER

No alteration in the 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 Owner or 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. **JURISDICTION**

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

## 10. **DELIVERY**

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

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

**EXECUTED** as a Deed by affixing the common seal of **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of:-

(LYN GARNER)

Authorised signatory

**EXECUTED** as a Deed by **B.V. INVESTMENTS LIMITED** acting by:-

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Director/Secretory Raland Klade

Director/Secretary BRIAN KING
118 VILTORIA RAND
STANFORD-UN-HOPE
ESSER SSI7 OHY

**EXECUTED** as a Deed by **CONSTABLE HOMES LIMITED** acting by:-

Director

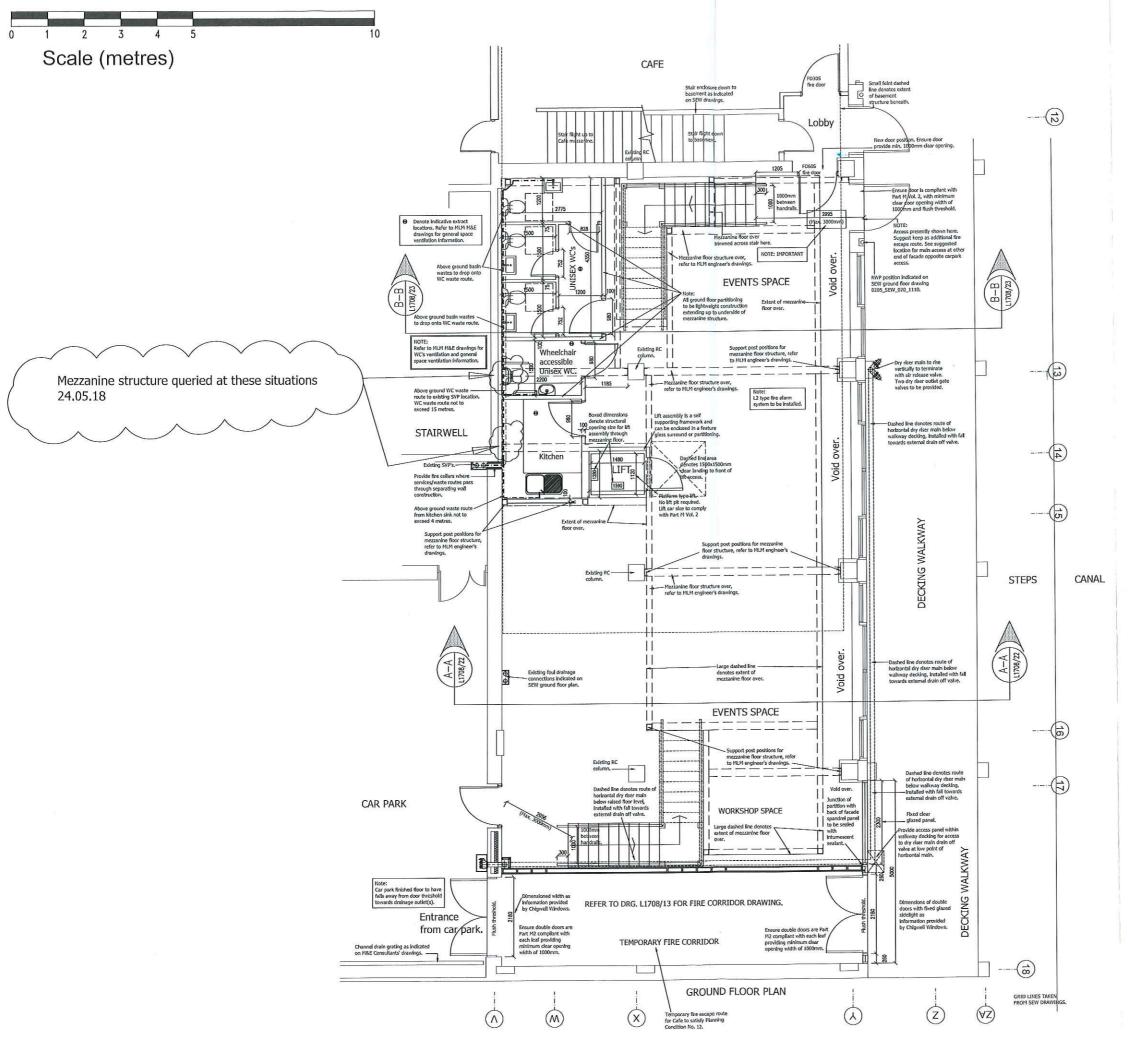
Director/Secretary

'Replacement plans'



'The Gallery Space'

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Refer to MLM M&E drawings for above ground drainage and services information. Refer to MLM structures drawings for mezzanine structure information.

Lift information is based upon the following: Type Platform lift (self supporting). Model: Optimum 100 by Ability Lifts.

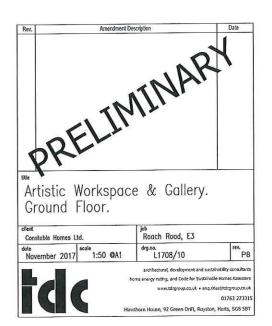
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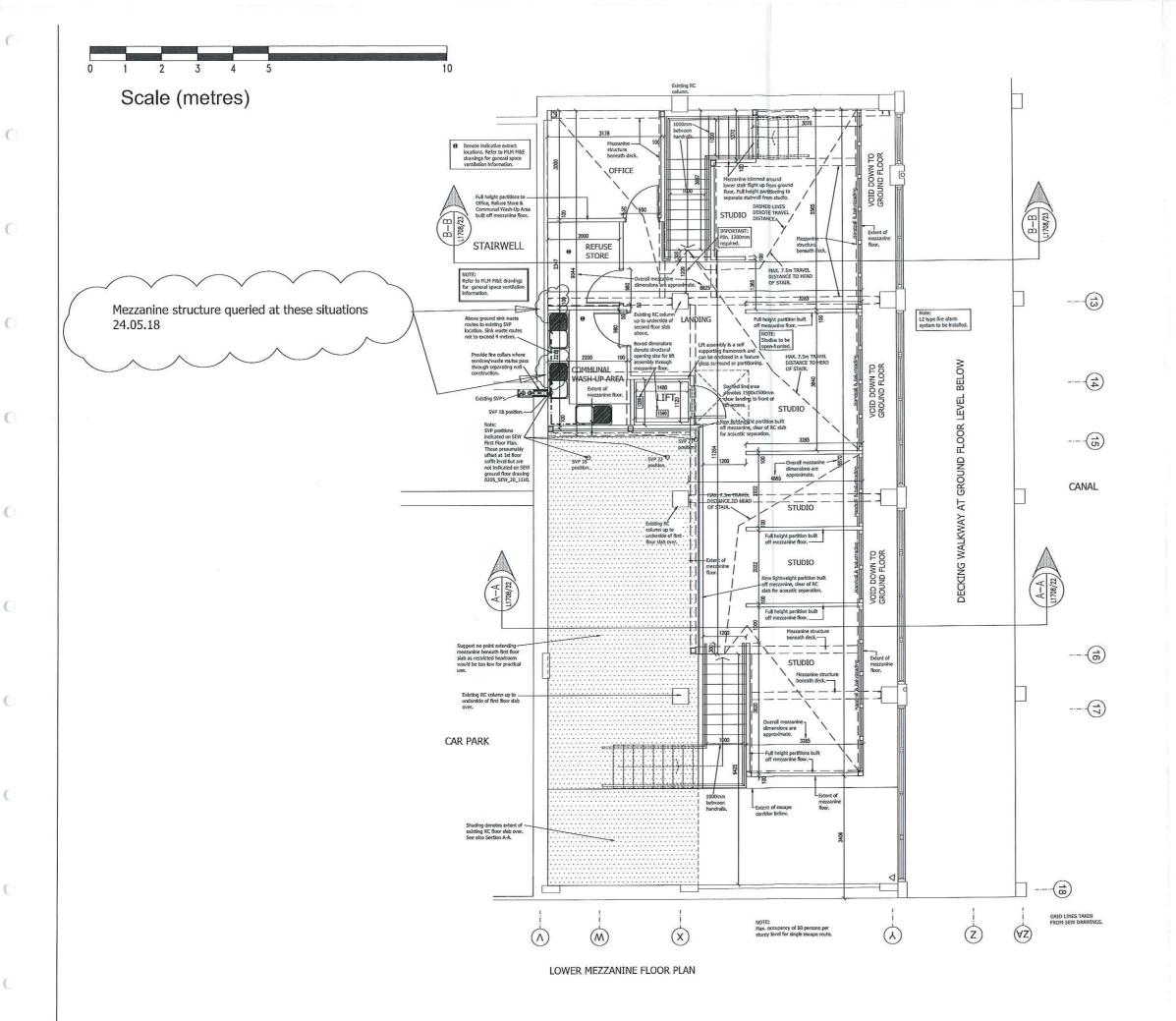
All R.C and blockwork structure to be left fairfaced. painted finish to lightweight partitions. Floor decking finished with vinyl floor covering.

Steel posts supporting mezzanine floor structure to recieve intumescent paint providing min. 60 minutes fire resistance.

Soffit of mezzanine floor to provide min. 60 minutes fire resistance. This finish may differ depending whether specialist engineered lattice joists or metsec steel joist members are used. Refer also to MLM Mezzanine Floor General Arrangement & Details drawing No. 665697-MLM-ZZ-MZ-DR-S-S002





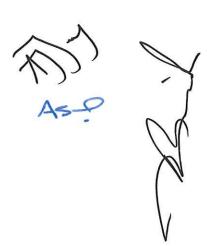


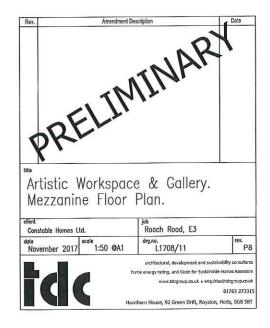
Refer to MLM M&E drawings for above ground drainage and services information. Refer to MLM structures drawings for mezzanine structure information.

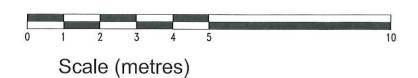
Lift information is based upon the following: Type Platform lift (self supporting). Model: Optimum 100 by Ability Lifts.

#### Finishes:

All R.C and blockwork structure to be left fairfaced. painted finish to lightweight partitions. Floor decking finished with vinyl floor covering.







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Existing grid as SEW drawings. **DWELLING** DWELLING Finished Second Floor NOTE: All levels are taken from Level (+15.025) DWELLING Full height partitioning between studios built off mezzanine floor, Finished First Floor Level (+11.875) RC floor slab RC floor soffit. LOWER MEZZANINE LEVEL PLAN CAR PARK EVENT SPACE GROUND FLOOR PLAN Car park Finished
Floor Level Finished Ground Floor Level (+6.850) CANAL Dry riser main drain or valve at low point of horizontal main. SECTION A-A BASEMENT All RC structure is as existing information on existing SEW drawings. Finished Basement Floor Level (+3.350)

Refer to MLM M&E drawings for above ground drainage and services information. Refer to MLM structures drawings for mezzanine structure information.

Lift information is based upon the following: Type Platform lift (self supporting). Model: Optimum 100 by Ability Lifts.

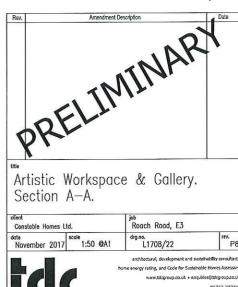
## Finishes:

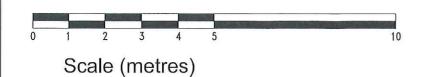
All R.C and blockwork structure to be left fairfaced. painted finish to lightweight partitions. Floor decking finished with vinyl floor covering.

Steel posts supporting mezzanine floor structure to recieve intumescent paint providing min. 60 minutes fire resistance.

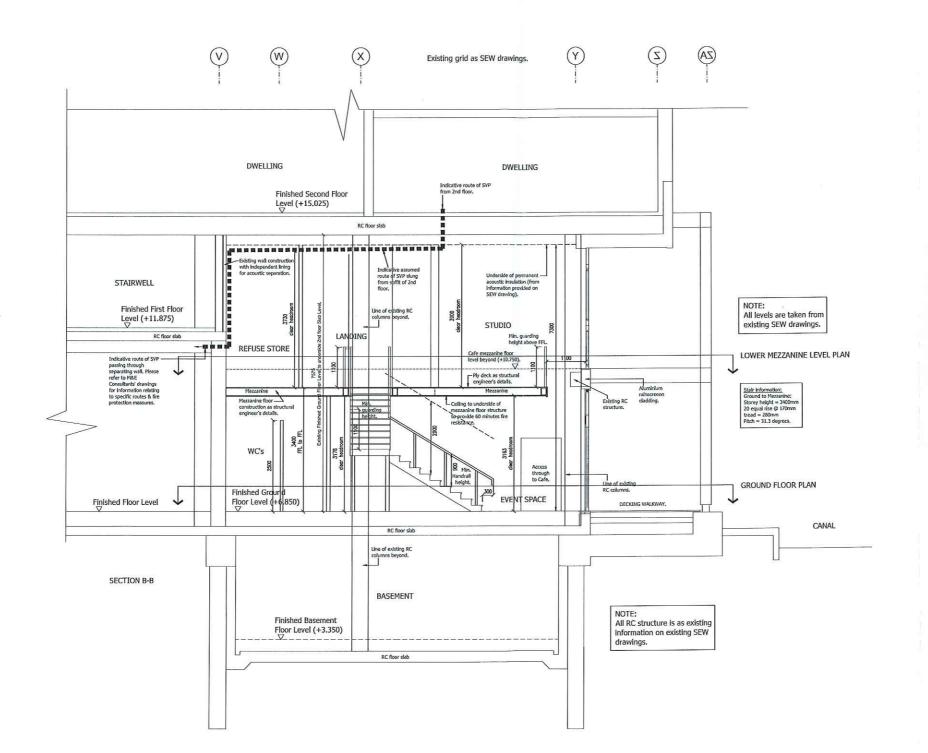
Soffit of mezzanine floor to provide min. 60 minutes fire resistance. This finish may differ depending whether specialist engineered lattice joists or metsec steel joist members are used. Refer also to MLM Mezzanine Floor General Arrangement & Details drawing No. 665697-MLM-ZZ-MZ-DR-S-S002







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Refer to MLM M&E drawings for above ground drainage and services information. Refer to MLM structures drawings for mezzanine structure information.

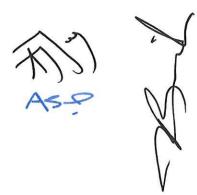
Lift information is based upon the following: Type Platform lift (self supporting). Model: Optimum 100 by Ability Lifts.

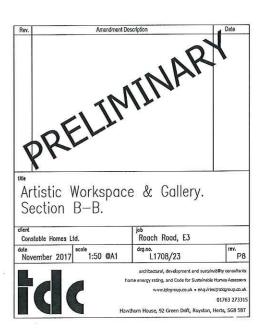
#### Finishes:

All R.C and blockwork structure to be left fairfaced. painted finish to lightweight partitions. Floor decking finished with vinyl floor covering.

Steel posts supporting mezzanine floor structure to recieve intumescent paint providing min. 60 minutes fire resistance.

Soffit of mezzanine floor to provide min. 60 minutes fire resistance. This finish may differ depending whether specialist engineered lattice joists or metsec steel joist members are used. Refer also to MLM Mezzanine Floor General Arrangement & Details drawing No. 665697-MLM-ZZ-MZ-DR-S-S002



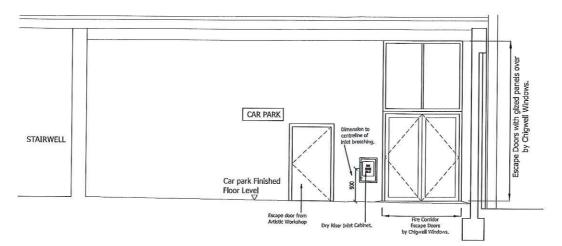






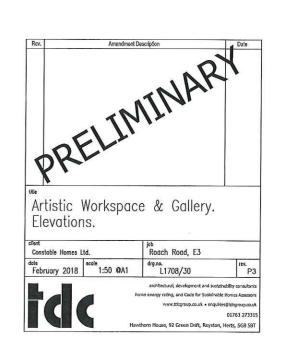
EASTERLY ELEVATION (FACING CANAL)

Read in conjunction with Floor Plans L1708/10, 11 & 13 and Sections L1708/22 & 23.



WESTERLY ELEVATION (FACING CAR PARK)
Read in conjunction with Floor Plans L1708/10, 11
& 13 and Sections L1708/22 & 23.

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# 'The Gallery Space Specification'

The specification for 'fitting out' the Gallery Space is a follows:

- Staircase from ground to mezzanine floor;
- Internal walls and partitions;
- Appropriate floor finishes;
- Full wheelchair access to studios, event space and all communal facilities;
- Kitchen to comprise of microwave, dishwasher, fridge and sink;
- Toilets with basin and hand dryers, including one with disabled access;
- Padlock operated lockers within each studio;
- Key card entry system which allows 24/7 access to the space;
- Front door camera and intercom;
- Security alarm system;
- Secure WIFI;

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- Communal printer and scanner;
- Dedicated landline for use by the artists.

# 'the Carpenters Wharf Art Centre Proposals'

Art and creativity is vital to the functioning of all civilised societies; responsible people recognise, identify and embrace this principle. Art and creativity, by their very nature, are instinctive, revolutionary, rebellious, non-conformist, adventurous and real. These traits however do not necessarily mean or lead to the art which is created being recognized, having longevity or creating a sustainable future for the artist. For art to fulfill its potential, by whatever appropriate measure is used to judge it, be it research, creativity, engagement, longevity, success, sustainability or the ability to inspire others, it has to be created in the first place.

In light of this, it is proposed to create a centre of excellence at 4 Roach Road for the nurturing and development of individual artists, collective artists and the creative talents of the local communities of Fish Island, Hackney Wick and the immediate surrounding area. It is hope that the centre will act as a beacon to signal the artistic excellence of the indigenous community of Fish Island, and to act as an 'anchor' of creative hope for the emerging community to demonstrate the transformational role that art can have in the perceptions of place. To enable this, it is proposed to convert the space which is the subject of the Affordable Workspace obligation in the S.106, and which has been completed to Shell and Core standard, to provide space for artists in the form of 5 x studios, gallery / events space and ancillary facilities (i.e. office, management and welfare accommodation, kitchen, washing area and refuse store). To enable this, it is proposed to provide a mezzanine floor within the existing space. The venture is to be entirely philanthropic, free at the point of use by artists and the artistic community; the artist studios are proposed to be let to emerging artists free of rent and service charge for periods of either 12 to 18-months. The artists will be provided with a full range of support services, which will therefore allow them to purely focus on their creative endeavors, where they will be working in a cooperative and supportive environment, allowing them to become financially independent.

It is envisaged that artists will be selected by way of a competitive process. The Anderson Foundation recognises that 'creatives' come from a variety of backgrounds, training experience and personality types. Therefore, there should not be objective criteria upon which to judge art or artists. There should be no rules for governing what counts as creativity and that people should be prepared to be surprised by art, and most importantly to enjoy or benefit from it. In this context, the presence of the artist studios will be announced and creatives will be invited to submit proposals to demonstrate why they should be considered for the studio spaces. The proposals will be required to:

Evidence their work;

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- Set out their objectives;
- Provide a plan as to how they will work towards their objectives, including details of their mission, the projects and the timeframes to deliver it;
- Set out how the artists will envisage that they place their part in the 'collective' objective of the creative centre;
- Commit to showing their work in the gallery space, and to take part in outreach work with the local community, including at schools, colleges, community groups and other local organisations.

Upon the cessation of their lease, artists will be required to move from the centre, making the artist studios free for emerging artists selected once again through the competitive process. The Anderson Foundation will support the artist in their move. Such support mechanisms will include (inter alia):

- Meeting with the artist to understand their accommodation requirements and characteristics.
   It will be necessary to formulate a set of evaluation criteria to assess whether future options are suitable;
- Assistance with the relocation itself in terms of providing relevant contacts and details of individuals and companies who may be able to assist.

# 'The Management Scheme'

The scheme for managing the Gallery Space is set out below and includes procedures for regularly reporting to LLDC by the Managing Agent on the operation of the Gallery Space and to enable monitoring of general compliance.

The Anderson Foundation, the charity 'arm' of the Anderson Group, will appoint a Managing Agent on an annual basis to manage and maintain the Artist Space at 4 Roach Road. The Managing Agent will curate and manage the gallery space, provide all necessary support services to the artists and to manage the studios as detailed below. The contract term will be for 12-months renewable on an annual basis, subject to the agreed responsibilities having been achieved.

## Key Responsibilities

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The Managing Agent will be responsible for:

- Managing and maintain the Artist Space at 4 Roach Road;
- Ensuring the health, safety and security of all people and possessions within the space;
- All staffing requirements for the fulfilment of all agreed responsibilities;
- Ensuring the provision of a bright, open and friendly working environment as designed by the Anderson Foundation.

#### Schedule of Services

The Schedule of Services to be provided by the Managing Agent will include:

## General Responsibilities

- Required to demonstrate an understanding of Fish Island, Hackney Wick and the local economy, including the future development of the artist sector in the local area;
- Responsible for the outreach to the local community to maximise benefit of the studios to the local business community;
- Responsible for the creation of opportunities for local business and the local community to utilise the gallery space at subsidised rates;
- Responsible for the outreach to local businesses to maximise benefit of the Studios to the wider business community and studio tenants specifically with respect provision of required artist supplies and services;
- Take an active role in promoting local businesses to visitors;
- Seek to use and promote local businesses for art materials, and the printing and framing of artworks produced by studio artists (where possible);
- Use their own assets (i.e. website and newsletters) to promote the Artist Space, the Artist and their artworks.

# **Building Management**

- Adherence to all legal requirements covering health and safety;
- Insurance covering public and employer's liability, and the contents of all artists' studios;
- Manned reception (11.00 18.00 Monday to Friday) for receiving visitors, mail handling, telephone message taking and facilities management);
- Contract cleaners retained to clean the facility twice per week;
- Contract window cleaners retailed to clean the windows once per month.

# Provision of Training

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- Project Management how to set milestones, manage timelines and track progress;
- Time Management how to prioritise and keep things moving forward;
- Companies House & HMRC how to register a company and file returns (e.g. annual return, accounts, VAT, corporation tax);
- Payroll and Workplace pensions understanding of the obligations of small businesses in respect of payroll, PAYE, National Insurance and workplace pensions, and how to ensure compliance;
- Health and Safety how to create a compliant Health & Safety policy;
- Business planning how to write a business plan;
- Brainstorming sessions to cover markets, buyers and business opportunities;
- Q&As with successful and established contemporary artists;
- Networking advice on groups and tools available to increase awareness;
- Book Keeping / Accounting basic account concepts, including budgeting, cashbooks, bank reconciliations, receipt management, invoicing, expenses, processed and production of management accounts.

## Management of Sales, Marketing & PR for Artists

- Organisation of a quarterly art show showcasing resident artist works;
- Artist and artwork marketing through relevant email marketing channels;
- Publication of artist profile and artwork sales through relevant website(s);
- PR exposure as part marketing exercises, to include PR campaigns, Evening Standard adverts and advertisements in the local community;
- Introduction to Own Art and ARTSY, and a presence on the latter;
- Quarterly sales strategy meetings with all artists.

# Provision of Additional Career Development

Monthly career development sessions / workshops with the artists (either group or solo.
 Sessions could include social media; website design; writing and engagement artist

biography; how to sell a print versus an original; establishing your USP; guidance on exhibition themes based specifically on artists' works; how to price your work and when to raise prices; how to produce high quality artwork in your chosen medium; how to produce a screen print / giclée print; editions and prices — how many and how much; how to ensure a work you sell is produced by you at the highest standard.

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