

DATED 10<sup>th</sup> September

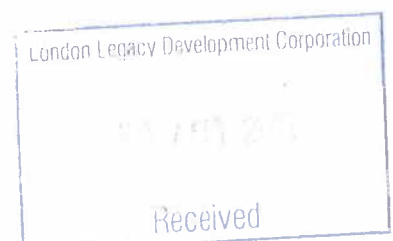
2015

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) INNOVATION CITY (LONDON) LIMITED
- (3) MOUNT STREET LOAN SOLUTIONS LLP
- (4) DV4 PROPERTIES ICITY CO 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 the redevelopment  
of the former Main Press Centre,  
International Broadcasting Centre and Main Media Reception Centre at  
the Queen Elizabeth Olympic Park, Stratford, London

Certified to be a true and complete  
copy of the original.  
Dated this 10 Day of 9 2015  
Pinsent Masons LLP *Russell Mason*  
30 Crown Place, London EC2A 4ES



## Contents

Clause	Name	Page
1	INTERPRETATION .....	1
2	OPERATION OF THIS SUPPLEMENTAL AGREEMENT .....	2
3	LOCAL LAND CHARGE .....	2
4	THE LPA'S LEGAL COSTS .....	2
5	JURISDICTION AND LEGAL EFFECT .....	2

**THIS SUPPLEMENTAL AGREEMENT** is made on 10<sup>th</sup> September 2015

**BETWEEN:-**

**Parties:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**); and
- (2) **INNOVATION CITY (LONDON) LIMITED** (Company number 07640912) whose registered office is at 57 Berkeley Square, London W1J 6ER (the **Owner**);
- (3) **MOUNT STREET LOAN SOLUTIONS LLP** (LLP Registration number OC380928) whose registered office is at 26 Red Lion Square, London, WC1R 4AG ("the **First Chargee**"); and
- (4) **DV4 PROPERTIES ICITY CO LIMITED** incorporated in the British Virgin Islands of Craigmuir Chambers, PO Box 71, Road Town, Tortola, British Virgin Islands ("the **Second Chargee**")

**RECITALS**

- (A) The LPA is the local planning authority for the purposes of section 106 of the Act for the area within which the Land is situated.
- (B) On 1 April 2014 the LPA and the Owner entered into the Principal Agreement.
- (C) On 14 May 2014 the Owner was granted a lease of the Land made between the LPA and the Owner for a period from and including 14 May 2014 to and including 13 May 2024.
- (D) The First Chargee has a charge over the Land contained in a security agreement dated 14 July 2014 and the Second Chargee has a charge over the Land contained in a debenture dated 14 July 2014.
- (E) This Supplemental Agreement is entered into pursuant to the requirements of Clause 6.1(b) 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 Land for the purposes of section 106 of the 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 following meanings:
  - (a) **Land** means the leasehold land registered at the Land Registry with title number AGL314835 the title plan of which is annexed hereto;
  - (b) **Principal Agreement** means an agreement dated 1 April 2014 between the LPA (1) and the Owner (2) and made pursuant to section 106 of the Act and all 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 Act and pursuant to section 201 of the Localism Act 2011.

2.2       The obligations, covenants, undertakings and agreements contained herein constitute planning obligations for the purposes of section 106 of the Act and are enforceable by the LPA as the local planning authority for the area within which the Land is situated.

2.3       The Owner covenants with the LPA that from the date of this Supplemental Agreement the obligations, covenants and undertakings on the part of the Owner (as Developer) contained in the Principal Agreement shall bind the Land with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Land.

2.4       The LPA covenants with the Owner in respect of the Land to perform the obligations, covenants and undertakings on its part contained in the Principal Agreement.

ll       2.5       The First Chargee hereby consents to the Owner entering into this Supplemental Agreement and acknowledges that from the date of this Supplemental Agreement the Land shall be bound by the obligations specified in the Principal Agreement provided that in accordance with Clause 18.4 of the Principal Agreement no obligation in the Principal Agreement shall be binding on or enforceable against the First Chargee or any person (natural or corporate) deriving title through the First Chargee unless and until such time as the First Chargee or such ~~receiver or~~ person has entered into possession of the Land or part thereof to which such obligation relates.

ll       2.6       The Second Chargee hereby consents to the Owner entering into this Supplemental Agreement and acknowledges that from the date of this Supplemental Agreement the Land shall be bound by the obligations specified in the Principal Agreement provided that in accordance with Clause 18.4 of the Principal Agreement no obligation in the Principal Agreement shall be binding on or enforceable against the Second Chargee or any person (natural or corporate) deriving title through the Second Chargee unless and until such time as the Second Chargee or such ~~receiver or~~ person has entered into possession of the Land or part thereof to which such obligation relates.

3           **LOCAL LAND CHARGE**

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

4           **THE LPA'S LEGAL COSTS**

The Owner agrees to pay the LPA's reasonable costs incurred in negotiating and approving this Deed on completion of this Deed.

5           **JURISDICTION AND LEGAL EFFECT**

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

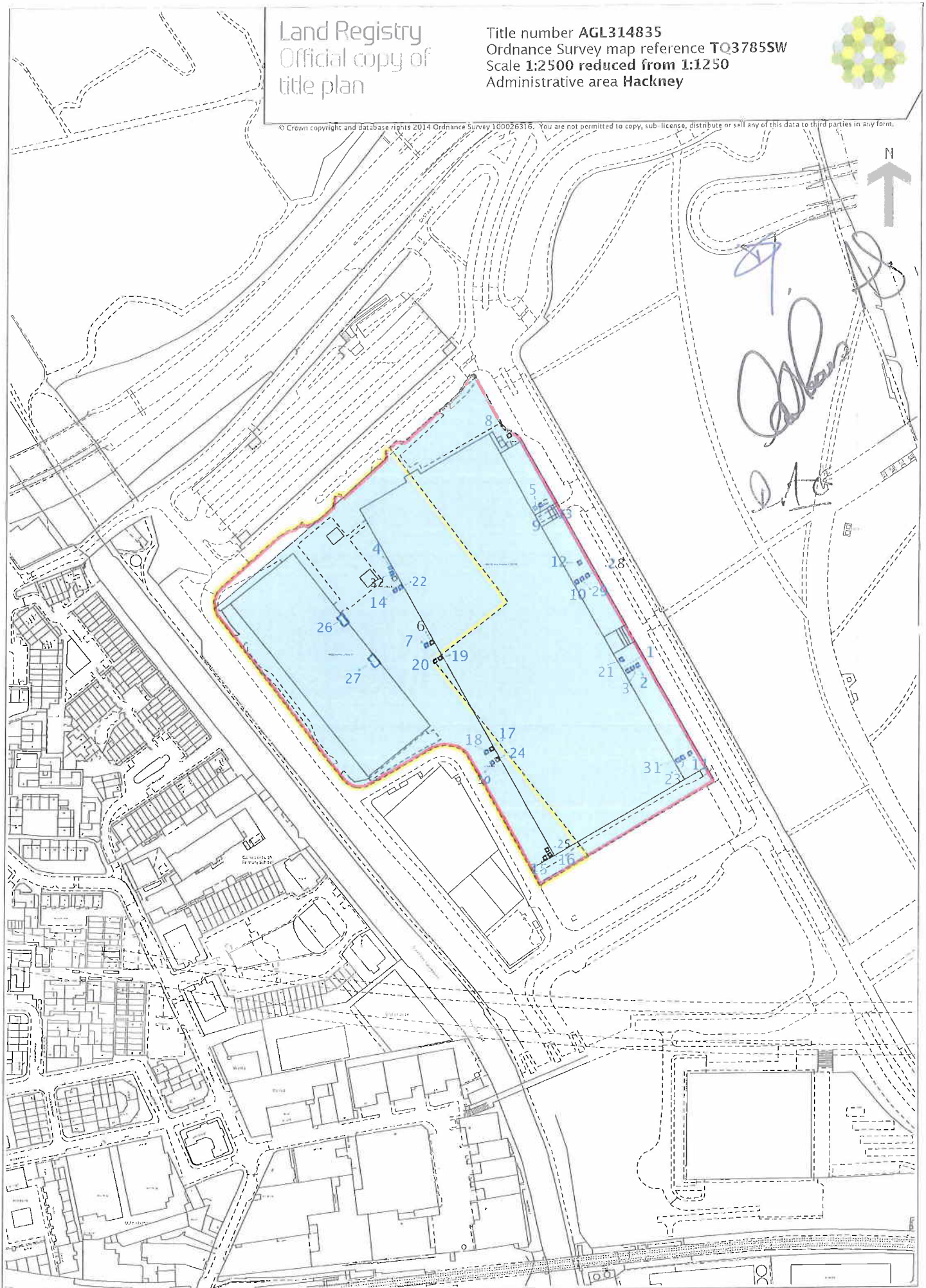
**IN WITNESS** whereof the parties have executed this Deed the day and year first above written

Land Registry  
Official copy of  
title plan

Title number **AGL314835**  
Ordnance Survey map reference **TQ3785SW**  
Scale **1:2500 reduced from 1:1250**  
Administrative area **Hackney**



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EXECUTION

THE COMMON SEAL of THE LONDON LEGACY DEVELOPMENT CORPORATION was hereunto affixed in the presence of:

)  
)  
) *[Handwritten Signature]*



Authorised signatory

SIGNED AS A DEED by INNOVATION CITY (LONDON) LIMITED acting by

)  
)  
) Director

*[Handwritten Signature]*

in the presence of:

Name of witness: *S. RICKARD*

Signature of witness: *[Handwritten Signature]*

Address: *Lansdowne House, Berkeley Square, London W1S 6ER*

Occupation: *Chartered Surgeon*

SIGNED AS A DEED by MOUNT STREET LOAN SOLUTIONS LLP acting by

Director

*[Handwritten Signature]*

*ALEC W SEXTON*

in the presence of:

Name of witness: *MARK L BURT*

Signature of witness: *[Handwritten Signature]*

Address: *20 ST THOMAS ST. LONDON. SE1 9RS*

Occupation: *ASSET MANAGER*

**SIGNED AS A DEED by DV4 PROPERTIES  
ICITY CO LIMITED acting by**



Director

in the presence of.

Name of witness: *Patricia Trott*

Signature of witness: *Patricia Trott*

Address: *Thistle House  
4 Burnaby Street*

Occupation: *Hamilton HM 11  
Bermuda  
Senior Administrator*