

DATED 29 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TREGO DEVELOPMENTS LIMITED

(3) NATIONAL WESTMINSTER BANK PLC

**SECTION 106A AGREEMENT
DEED OF VARIATION**
relating to the development of land at 25 Trego Road,
London E9 5HJ
Supplemental to Agreement dated 25 September 2018

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL November
DATED THIS 29 DAY OF 2024

Pinsent Masons LLP

Pinsent Masons LLP


Pinsent Masons

THIS DEED is made on

29 November

2024

BY:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "LPA");
- (2) **TREGO DEVELOPMENTS** (Company Number: 13117684) whose registered office is at 4 Bedlam Mews, London SE11 6DF (the "Owner");
- (3) **NATIONAL WESTMINSTER BANK PLC** (Company Number: 929027) whose registered office is at 250 Bishopsgate, London EC2M 4AA (the "Mortgagee"),

and whose address for service is Credit Documentation, 1 Springfields Square
WHEREAS:- Manchester M10 3AP

- (A) By virtue of the London Legacy Development Corporation (Planning Functions) Order 2012 (effective from 1 October 2012 and made pursuant to powers, inter alia, in the 2011 Act) the Local Planning Authority is the local planning authority for the Site for the purposes of Part 3 of 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 EGL232511.
- (C) The Mortgagee has the benefit of a registered charge dated 14 March 2023 over Title Number EGL232511.
- (D) The LPA, City and Suburban Homes Limited and M. Gold and Co. (Metals) Limited have previously entered into the Principal Agreement in order to secure the planning obligations contained within the Principal Agreement.
- (E) The Parties have agreed to vary the Principal Agreement in the manner set out in Clause 4 and Schedule 1 of this Deed.
- (F) This Deed is supplemental to and varies the Principal Agreement.
- (G) The Parties 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 Parties 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

In this Deed:-

- 1.1 "Principal Agreement" means the s106 agreement dated 25 September 2018 between the LPA, City and Suburban Homes Limited and M. Gold and Co. (Metals) Limited;
- 1.2 terms and expressions defined in the Principal Agreement shall 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;
- 1.4 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 and schedules in this 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

This Deed is made 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.

3. PLANNING OBLIGATION INCORPORATING THE PRINCIPAL AGREEMENT

- 3.1 This Deed shall take effect on the date hereof.
- 3.2 The Owner agrees to observe and perform all of the covenants agreements restrictions and obligations on the part of the Owner contained in the Principal Agreement subject to this Deed.
- 3.3 The Owner agrees 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 agrees that from the date of this Deed the Principal Agreement shall be varied as described at Schedule 1.
- 4.2 Except as expressly varied by this Deed the Principal Agreement shall remain in full force and effect.

5. LEGAL FEES

The Owner agrees that they will 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 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

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

SCHEDULE 1

VARIATIONS TO THE PRINCIPAL AGREEMENT

1. VARIATIONS TO PRINCIPAL AGREEMENT

1.1 The definition of "Affordable Housing Plans" in Schedule 1 shall be amended as follows:-

"means drawing number AL(00)101 rev3, AL(00)102 revG and AL(00)103 revF showing the location of the Baseline Affordable Housing Units attached at Appendix 1 of this Deed as the same may be amended from time to time with the prior written approval of the LPA"

1.2 Schedule 1 paragraphs 3.1 to 3.4 shall be deleted and replaced as follows:-

3.1 [Not Used]

3.2 Not less than 6 Residential Units shall be provided as London Affordable Rent Housing Units:

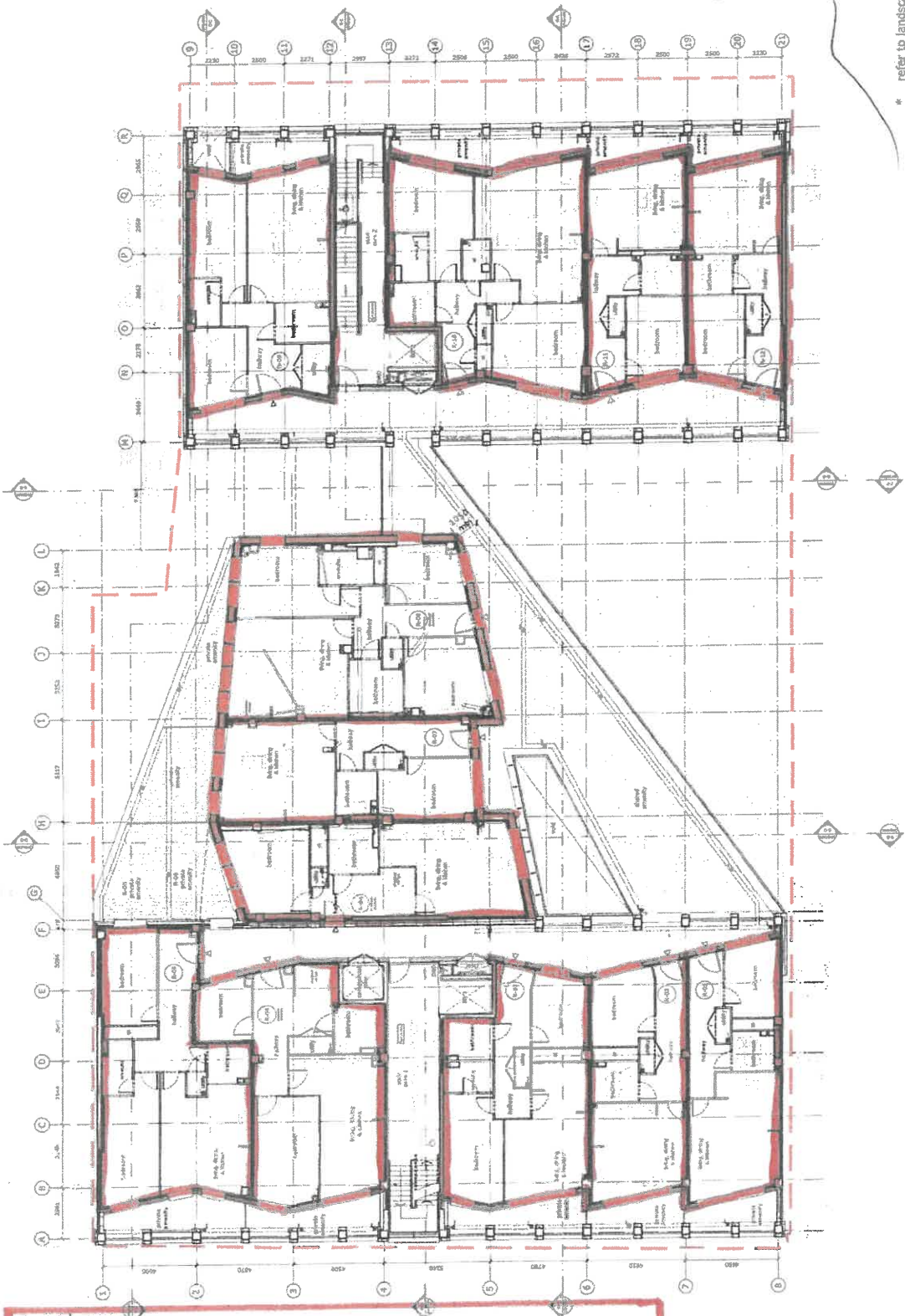
3.3 Not less than 15 Residential Units shall be provided as London Living Rent Housing Units.

3.4 The affordable Housing to be provided pursuant to paragraphs 3.2 and 3.3 above shall comprise the following unit size mix:

	1 bed / 2 person units	2 bed / 3 person units	2 bed / 4 person units	3 bed / 5 person units	TOTAL
London Living Rent Housing Units	7	1	6	1	15
London Affordable Rent Housing Units	4	0	2	0	6

1.3 The wording "Shared Ownership Units" shall be deleted from Schedule 1 paragraphs 3.6.1 and 3.7.1.

APPENDIX 1
AFFORDABLE HOUSING PLANS



* refer to landscape consultants proposals for full landscape design.

KEY

■ ■ ■ ■ Site Boundary

project:	Tregro Road, Hackney
client:	CKM Construction
drawing:	First Floor Plan
scale @:	A3 1:200
dwg number:	AL(00)101
revision:	J
date:	14.11.2023
status:	Information

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date:	RR	28.10.2022
by:	RR	04.11.2022
	RR	31.03.2023
	RR	12.05.2023
	RR	07.07.2023
	PL	14.11.2023

previous revisions:
revision:

E coordinated with structural engineers and service engineers updated design
F Access control gate to shared amenity space added
G Refuge space locations updated
H Flat R-08 bedrooms updated
I Flat R-05 updated.
J Gate at GL F5 to F7 omitted.

Do not scale from this drawing. If in doubt, ask.
This drawing is the property of math design limited and must not be copied, reproduced or disclosed without written permission.

NOTES:
1. Site boundary taken from 3rd party information and to be aligned on by adjacent land owner.
2. Dimensions are taken from DJJ Architects planning drawings.



First Floor Plan

Unit	R1	R2	R3	R4	R5	R6	R7	R8	R9	R10	R11	R12
Hab Rooms	2	2	3	3	3	2	2	4	3	3	2	2
London Living Rent												

Handwritten signature

*

AA
 2/2



London Living Rent
 Unit
 R13
 R21
 R22
 Hobbies
 2
 3
 3

London Affordable Rent
 Unit
 R23
 R24
 Hobbies
 2
 2

[Handwritten signature]

*

refer to landscape consultants proposals for full landscape design.

KEY

Site Boundary

Second Floor Plan



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previous revisions

- D lift door structural openings amended
- E coordinated with structural engineers and service engineers updated design
- F Downstand beam; context added along allenmouth elevation
- G Flak R-17 updated

by: MM 12.08.2022
 RR 28.10.2022
 RR 22.03.2023
 RR 07.07.2023

date:
 12.08.2022
 28.10.2022
 22.03.2023
 07.07.2023

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project: Trego Road, Hackney
 client: CMT Construction
 drawing: Second Floor Plan
 scale @ A3 1:200
 dwg number: AL(00)102
 revision: G
 date: 07.07.2023
 status: Information

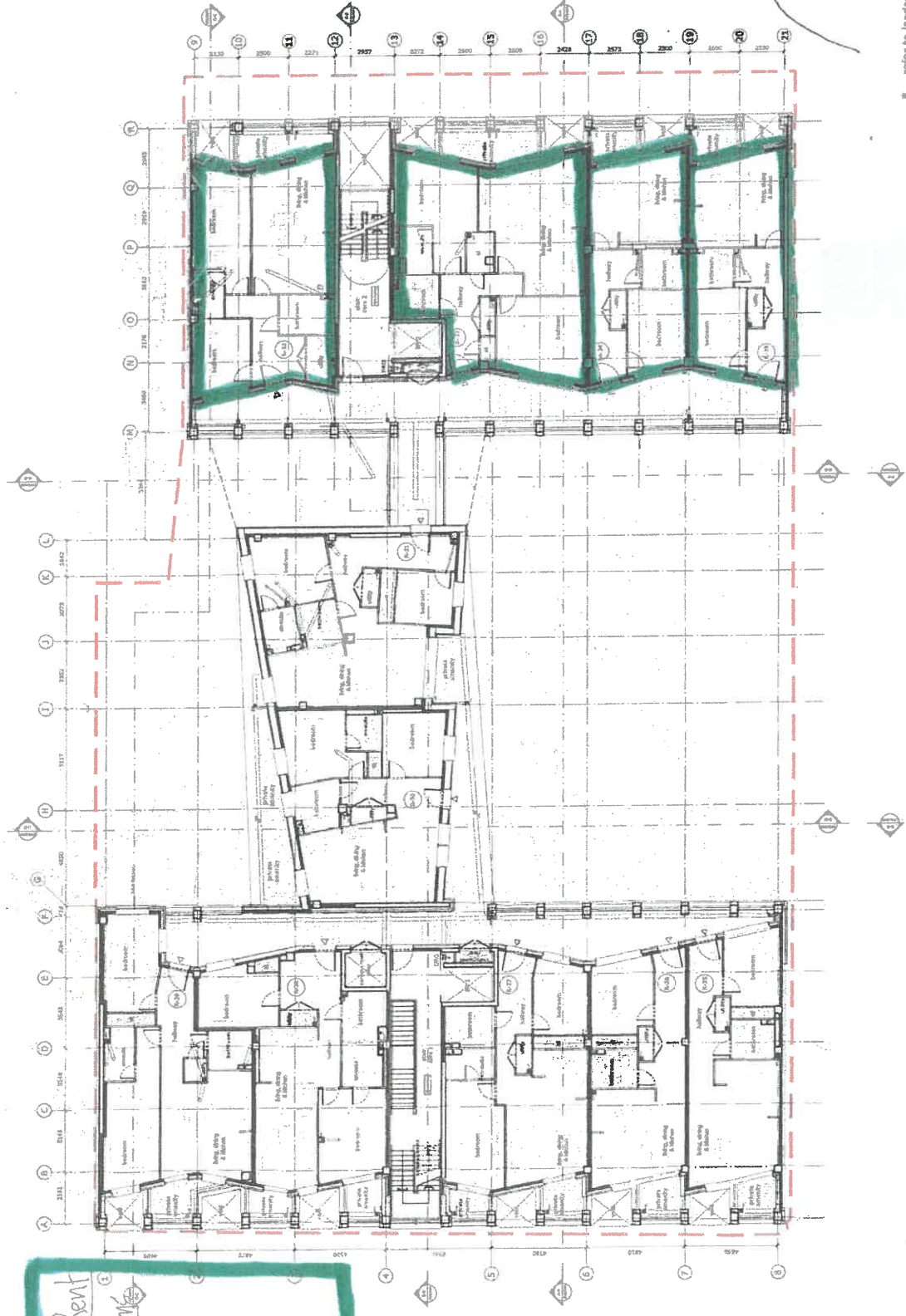


NOTES:
 1. Information taken from 2nd party information and to the extent of the adjacent site taken from R13 Architects planning drawings.
 2. Points of adjacent site taken from R13 Architects planning drawings.

London Affordable Rent
 Unit: R32, R33, R34, R35
 Haboom: 3, 3, 2, 2

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703
1774



Third Floor Plan



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previous revisions:
 A: alterations to flat R-30 amended, window location and sizes updated, RVP pipes added, fire strategy comments coordinated
 B: window positions and sizes updated, walkway angle amended, open plan riser incorporated
 C: coordinated with structural engineers and service engineers
 D: updated design
 E: flat R-29 updated

by: NM
 RR
 NM
 RR
 RR

date: 15.11.2021
 12.05.2022
 12.08.2022
 28.10.2022
 07.07.2023

project: Tregoe Road, Hackney
 client: CRT Construction
 drawing: Third Floor Plan
 scale @: A3
 dwg number: AL(00)103
 revision: F
 date: 07.07.2023
 status: Information

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KEY
 ■ ■ ■ ■ Site Boundary



NOTES:
 1. Site boundary taken from 3rd party information and to be verified with planning and other relevant information.
 2. Please refer to the floor plan from BUI Architects planning drawings.

* refer to landscape consultants proposals for full landscape design.

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:-)

A Horowitz
.....
Authorised signatory



EXECUTED as a Deed by TREGO)
DEVELOPMENTS LIMITED acting by:-)
CUMHUR KANTARCI

[Signature]
.....

Director

IN THE PRESENCE OF:

SIMON DEBLANC
2 St Hughes Ave
High Wycombe
HP13 7UD

[Signature]
.....
Director/Secretary

EXECUTED as a Deed by NATIONAL)
WESTMINSTER BANK PLC acting by:-)

.....
Director

.....
Director/Secretary

Executed and Delivered as a deed)
for and on behalf of)
THE NATIONAL WESTMINSTER BANK PLC)
by a duly authorised Attorney)

In the presence of:-

JAMES BOOTH
APPOINTED DOCUMENTOR
CREDIT DOCUMENTATION

[Signature]
.....
Witness Signature - Bank employee
RICHARD SIMMONS