



BY SPECIAL DELIVERY

FAO: Gareth McCallion (Contracts Team)
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11 September 2024

Dear Gareth

**S106 AGREEMENT
CHOBHAM FARM: FURTHER ZONE 5 SOUTH (“DEVELOPMENT”)**

Further to completion of the Further Zone 5 South Modification Agreement in relation to the above development on 6 September 2024, I enclose one part of the Agreement for your retention.

Kind regards

Yours sincerely

Emma Hargreaves
Associate
for Pinsent Masons LLP

Enclosure: as above

Pinsent Masons LLP

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DATED 6 September 2024

(1) THE LONDON LEGACY DEVELOPMENT CORPORATION

(2) FAIRVIEW LAND LIMITED

**FURTHER ZONE 5 SOUTH MODIFICATION
AGREEMENT**

pursuant to section 106A(1)(a) of the Town and Country
Planning Act 1990 and other powers relating to the
development of land known as Chobham Farm, off
Leyton Road, Newham



Pinsent Masons

THIS DEED is made on 6 September 2024

BETWEEN:-

- (1) **THE LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London, E20 1JN ("LLDC");
- (2) **FAIRVIEW LAND LIMITED** (No 03164322) whose registered office is at 50 Lancaster Road, Enfield, Middlesex EN2 0BY ("Applicant").

WHEREAS:-

- (A) This Deed is supplemental to an agreement made pursuant to section 106 of the 1990 Act and other enabling powers between the LLDC (1), LCR (2) and East Thames Partnership Limited (3) dated 2 April 2015 as modified by a deed of modification dated 3 June 2020 made pursuant to section 106A of the 1990 Act between the LLDC (1), LCR (2) and Higgins Home plc (3) in relation to Zone 3; and as modified by a deed of modification dated 28 July 2023 made pursuant to section 106A of the 1990 Act between LLDC (1) and LCR (2) in relation to the area known herein as the "**Zone 5 South Site**".
- (B) This Deed relates to the land shown hatched red on the plan attached to this Deed at Appendix 1 (the "**Further Zone 5 South Site**") and shall be known as the "**Further Zone 5 South Modification Agreement**".
- (C) The Applicant is the freehold owner of the Further Zone 5 South Site which is registered at the Land Registry under title number TGL611096.
- (D) A non-material amendment application has been submitted to the LLDC pursuant to section 96A of the 1990 Act by the Applicant to make a non-material change to the Planning Permission to increase the area of the Zone 5 South Site (application reference 23/00421/NMA) for the reason that this Further Zone 5 South Site is required in addition to the Zone 5 South Site in order to pursue development to a separate planning permission.
- (E) The LLDC has resolved to approve the non-material amendment referred to in Recital (D) subject to the completion of a modification agreement to release the Further Zone 5 South Site from the Principal Agreement.
- (F) The LLDC is satisfied that the provisions of the Principal Agreement have been complied with in full so far as they relate to the Further Zone 5 South Site.
- (G) The Parties have agreed to modify the Principal Agreement in order to release the Further Zone 5 South Site released from the obligations, undertakings and covenants contained in the Principal Agreement with effect from the Trigger Date. In doing so, the Parties hereby acknowledge and agree that paragraph 4 of Schedule 3 (Affordable Housing) to the Principal Agreement does not impose any obligations in respect of the Further Zone 5 South Site and for the purposes of the said paragraph 4 the business units within Zone 5 were not completed to Shell and Core Standard by the date that Reserved Matters were submitted to the LPA for Zone 4, and that accordingly the additional 15 Affordable Housing Units are required to be provided within Zone 2, Zone 3 and/or Zone 4 (as specified in paragraph 4.3 of Schedule 3 to the Principal Agreement).
- (H) The Parties have accordingly agreed to enter into this Deed to give effect to their agreement to the release and modification referred to in Recital (G) and to comply with the requirements of section 106A(2) of the 1990 Act.

IT IS AGREED as follows:-

1. **LEGAL EFFECT**

1.1 This Deed is made pursuant to section 106A(1)(a) and section 106A(2) of the 1990 Act and all other relevant powers with the effect that the planning obligations contained in the Principal Agreement as modified by this Deed shall be enforceable by the LLDC as local planning authority.

1.2 Where in this Deed the following defined terms and expressions are used they shall have the following respective meanings unless the context otherwise requires:

"2015 Agreement" means the agreement made pursuant to section 106 of the 1990 Act and other enabling powers between the LLDC (1), LCR (2) and East Thames Partnership Limited (3) dated 2 April 2015

"2015 Supplemental Agreement" means the supplemental deed of agreement dated 19 November 2015 made pursuant to section 106A of the 1990 Act between the LLDC (1), LCR (2) and Chobham Farm North LLP (3) in relation to Zone 4

"2020 Modification Agreement" means the deed of modification dated 3 June 2020 made pursuant to section 106A of the 1990 Act between the LLDC (1), LCR (2) and Higgins Home plc (3) in relation to Zone 3

"2023 Modification Agreement" means the deed of modification dated 28 July 2023 made pursuant to section 106A of the 1990 Act between the LLDC (1) and LCR (2) in relation to Zone 5 South

"2024 NMA" means the grant of a non-material amendment to the Planning Permission pursuant to the application with reference 23/00421/NMA referred to in Recital (D) in the draft form annexed to this Deed

"Planning Permission" has the meaning allocated in the 2015 Agreement

"Principal Agreement" means the 2015 Agreement as modified by the 2020 Modification Agreement and the 2023 Modification Agreement

"Trigger Date" means the first date on which notice is served by the Applicant on the local planning authority for the Further Zone 5 South Site pursuant to Condition 1 of the 2024 NMA

1.3 Save where expressly stated otherwise, words and expressions used in this Deed (including in the Recitals) will have the same meaning as defined in the Principal Agreement.

1.4 Save as expressly modified by this Deed, the Principal Agreement will remain in full force and effect.

1.5 For the avoidance of doubt, nothing in this Deed shall be construed as amending in any way the provisions of the 2015 Supplemental Agreement which shall continue in full force and effect.

1.6 Unless the context otherwise requires, Clause 2 of the Principal Agreement shall apply (mutatis mutandis) to the interpretation of this Deed.

2. MODIFICATION OF THE PRINCIPAL AGREEMENT

2.1 The parties to this Deed agree that the Principal Agreement shall be modified so that with effect from the Trigger Date:

2.1.1 the LLDC releases the Applicant (together with its successors in title and assigns and persons deriving title from it) from its obligations, undertakings and covenants (if any) contained in the Principal Agreement in relation to the Further Zone 5 South Site only; and

2.1.2 all references in the Principal Agreement to the Site and to any Zone(s) shall be deemed to exclude the Further Zone 5 South Site,

with the intent and effect that from the Trigger Date the Further Zone 5 South Site shall cease to be bound by and shall be released and discharged from all of the obligations, undertakings and covenants contained in the Principal Agreement.

2.2 To the extent that the LLDC has obligations, undertakings and covenants to the Applicant (together with its respective successors in title and assigns and persons deriving title from it) in relation to the Further Zone 5 South Site only, with effect from the Trigger Date the Applicant releases the LLDC from such obligations, undertakings and covenants.

2.3 The LLDC confirms that there are no antecedent breaches of any of the obligations, undertakings and covenants contained in the Principal Agreement in relation to the Further Zone 5 South Site only.

2.4 The Applicant confirms that there are no antecedent breaches of any of the LLDC's obligations, undertakings and covenants contained in the Principal Agreement in relation to the Further Zone 5 South Site only.

2.5 The Parties further agree that the Principal Agreement shall be modified with effect from the Trigger Date as follows:

2.5.1 The definition of "Development" in clause 1.1 of the Principal Agreement as modified by the 2023 Modification Agreement shall be deleted and replaced by the following new definition:

"Development" means the development to be carried out pursuant to the Planning Permission and comprising

(a) in Zone 1 a mixed use development comprising six buildings between three and ten storeys providing 173 residential units (Use Class C3) and 1,161 sq m of commercial floorspace (Use Class A1-A3, B1, D1 and D2) plus car and cycle parking and temporary vehicle access and including all related ancillary facilities (storage, management facilities and plant), access, open space and landscaping, infrastructure and engineering works

(b) in other Zones a mixed use development providing up to 863 residential units (equating to up to 112,800 sq m of residential floorspace) (Use Class C3) and up to 5,900 sq m of commercial floorspace (Use Class A1-A3, B1, D1, D2) with open space and landscaping, ancillary facilities, related infrastructure and engineering works and vehicle access from Alma Street, Leyton Road and Henrietta Street."

3. **THIRD PARTY RIGHTS**

Any person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

4. **JURISDICTION**

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

IN WITNESS whereof this Deed has been executed and delivered by the parties to this Deed on the date which appears at the head of this document.

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

A H Mignot
Authorised signatory

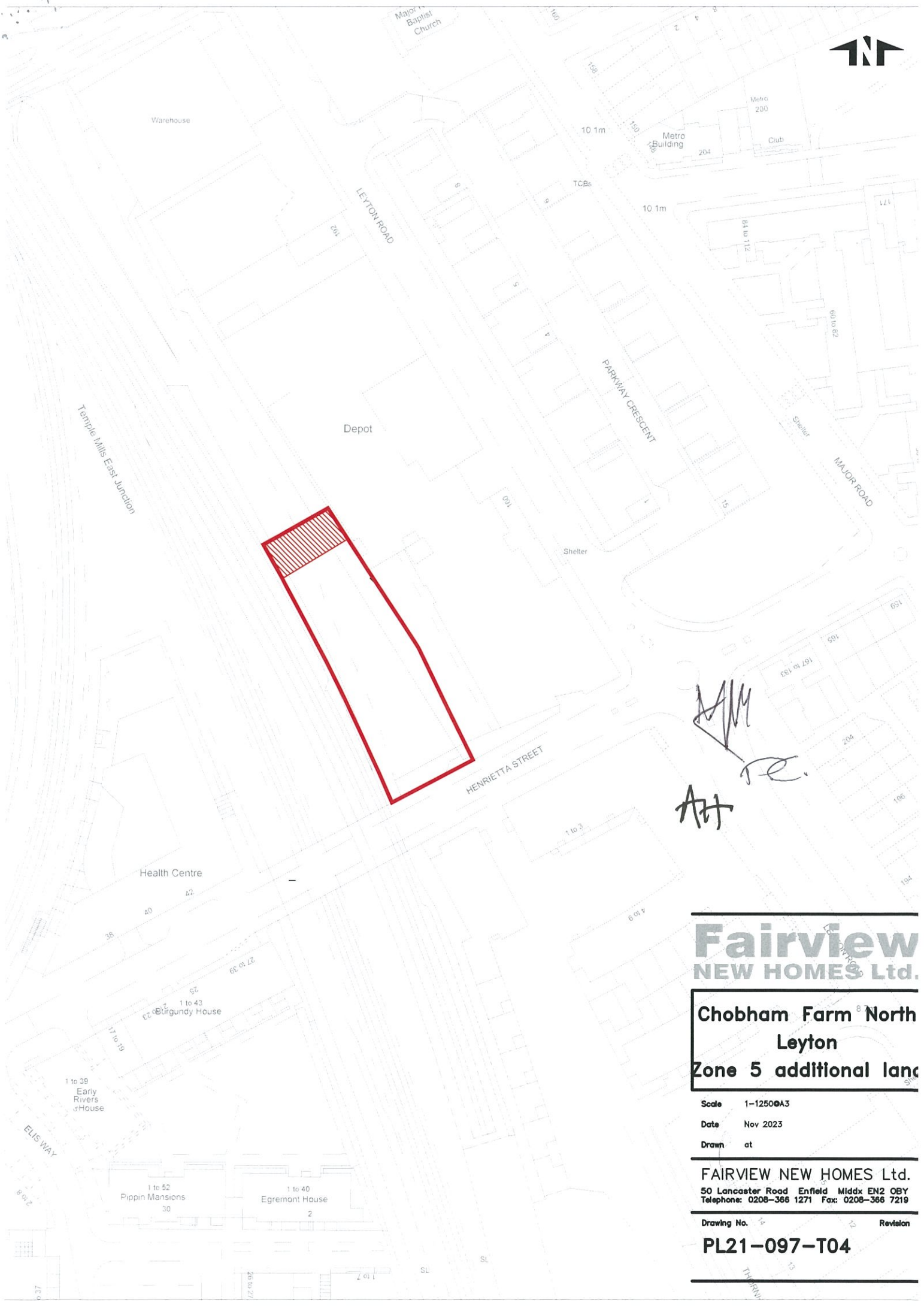


EXECUTED as a **DEED** by **FAIRVIEW LAND**)
LIMITED)
acting by a Director in the presence of:)

M Calladine
M CALLADINE
Director

Signature of Witness... *DC*
Name of Witness... DAVID CHAMBERS
Address of Witness... 112 ELSLEY ROAD
SW11 1SA

APPENDIX 1
FURTHER ZONE 5 SOUTH LAND



Handwritten signatures and initials: MM, AH, and other illegible marks.

Fairview NEW HOMES Ltd.

**Chobham Farm⁸ North
Leyton
Zone 5 additional land**

Scale 1-12500A3
Date Nov 2023
Drawn at

FAIRVIEW NEW HOMES Ltd.
50 Lancaster Road Enfield Middx EN2 0BY
Telephone: 0208-366 1271 Fax: 0208-366 7219

Drawing No. **PL21-097-T04** Revision