

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 05 January 2024 11:02
To: [REDACTED]
Subject: RE: DA DoV & S.38
Attachments: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

Follow Up Flag: Follow up
Flag Status: Flagged

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Dear [REDACTED],
Hope you are well.
As suspected, documents are coming through to be signed and I would just like to understand where we are on the below noting the attached email received this morning regarding the S106 DoV.
Are you able to give me a call today please to discuss?
Many thanks,

[REDACTED]

Classification - Public

From: [REDACTED]
Sent: Tuesday, January 2, 2024 9:52 AM
To: [REDACTED]@london.gov.uk>
Subject: DA DoV & S.38
Dear [REDACTED]

[REDACTED]

Just emailing this morning on two points which we timed out on towards the end of last year.

1) DA DoV

We discussed that the buyers are putting pressure on having visibility on the DA and reviewing on the provisions within as the land at Calvert Road is part of the DA as it stands. The DoV removes this and therefore we would like to get this signed asap and provide a copy of the signed version to satisfy the buyers that such is now removed. We are doing the exact same with the S106 document with the RBG and this will also be coming your way for signature soon too. BS have reviewed and the document is in an agreed position.

2) S.38 – Adoption of the Highways at GSQ as part of DA Obligations

We have been working with the council on the S.38 document which has been removed BS on your behalf. This is all about the council adopting the highways at GSQ. A final version is to be circulated for signature over the coming days via adobe sign and I will inform you once this has been issued – we are just waiting for final RBG sign off from their highways team.

Let me know if you have any questions on the above as I will be pushing to get both signed preferable this week.

Many thanks

[REDACTED]

Senior Development Manager - Mace Developments

Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom

[REDACTED]

From: [REDACTED]@freeths.co.uk>
Sent: 05 January 2024 10:07
To: [REDACTED]
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]
Attachments: Deed of Variation Engrossment 050124Final.pdf

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Both
Engrossment version attached, just waiting on the pre completion memo being signed by [REDACTED] and Co, shouldn't be long and then it can go through Virtual Signature.
Please can you confirm the signatories please and email addresses, are the below still relevant? If so, I will just need details for L&Q

1. Director for GLA - Simon Powell - [REDACTED]
2. Director for GLA - Tim Steer- [REDACTED]
1. Director signing for Mace, [REDACTED]
2. Witness for Mace – [REDACTED]

Classification - Public

From: [REDACTED]
Sent: Thursday, January 4, 2024 10:52 AM
To: [REDACTED]@macegroup.com>; [REDACTED]@dlapiper.com>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

[REDACTED] – so it's the yellow area that Mace are retaining? Ill add that to the definition of public realm land if so

From: [REDACTED]@macegroup.com>
Sent: Thursday, January 4, 2024 10:26 AM
To: [REDACTED]@freeths.co.uk>; [REDACTED]@dlapiper.com>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

[REDACTED],
Please see attached.
Many thanks,

Classification - Public

From: [REDACTED]@freeths.co.uk>
Sent: Thursday, January 4, 2024 10:20 AM
To: [REDACTED]@dlapiper.com>; [REDACTED]@macegroup.com>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Please find attached the engrossment and relevant plans, as soon as we get the public realm one, I will get the engrossment prepared and over to paralegals for sending out.

[REDACTED]
Managing Associate

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From: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

Sent: Wednesday, January 3, 2024 4:54 PM

To: [REDACTED] <[\[REDACTED\]@freeths.co.uk](mailto:[REDACTED]@freeths.co.uk)>; [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>

Subject: RE: Greenwich Square DOV [FREETHS-ACTIVE.FID6759353] [DLAP-UKMATTERS.FID6865403]

Apologies, [REDACTED]

Slightly revised draft attached reflecting your proposed amendments and deleting a stray "and" from 1.4 in clause 4.1.6.

Kind regards

[REDACTED]
Senior Associate

DLA Piper UK LLP

From: [REDACTED]

Sent: 03 January 2024 16:53

To: [REDACTED] <[\[REDACTED\]@freeths.co.uk](mailto:[REDACTED]@freeths.co.uk)>; [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>

Subject: RE: Greenwich Square DOV [FREETHS-ACTIVE.FID6759353] [DLAP-UKMATTERS.FID6865403]

Hi [REDACTED]

Thanks for this. I will run (2) past the GLA/L&Q, but agree with you.

[REDACTED] – please could you send through the public realm plan.

Kind regards

[REDACTED]
Senior Associate

[REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

DLA Piper UK LLP

From: [REDACTED]@freeths.co.uk>
Sent: 03 January 2024 13:20
To: [REDACTED]@dlapiper.com>
Cc: [REDACTED]@macegroup.com>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

****EXTERNAL****

[REDACTED]
Please find attached:

1. Removed highway plan reference
2. I think at 4.1.5 it should be 'this deed' as its read in the context of the original deed in any event
3. Provide the public realm plan please

[REDACTED]
[REDACTED] /Her
Managing Associate

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From: [REDACTED]@dlapiper.com>
Sent: Wednesday, January 3, 2024 11:10 AM
To: [REDACTED]@freeths.co.uk>
Cc: [REDACTED]@macegroup.com>
Subject: RE: Greenwich Square DOV [FREETHS-ACTIVE.FID6759353] [DLAP-UKMATTERS.FID6865403]

[REDACTED]
Please find attached what I hope to be the final version of the draft:

- ☐ Signature blocks now included
- ☐ Minor amendments made by L&Q
- ☐ Updated Schedule 6
- ☐ Highways now removed as for whatever reason the deletion set out in your email below had not carried across into my draft

Please could you confirm this is now agreed?

Kind regards

[REDACTED]

[REDACTED]
dlapiper.com

DLA Piper UK LLP

From: [REDACTED]@freeths.co.uk>
Sent: 19 December 2023 17:43
To: [REDACTED]@dlapiper.com>
Cc: [REDACTED]@macegroup.com>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

****EXTERNAL****

Both
Please find attached the DOV with highways removed and plan 1 (replacement plan 2023) and 2 attached, please:
- Insert the signature blocks
- Provide the public realm plan please
The highway agreement – just waiting for authority so I can send for sealing.

From: [REDACTED]@dlapiper.com>
Sent: Friday, December 8, 2023 12:40 PM
To: [REDACTED]@freeths.co.uk>
Cc: [REDACTED]@macegroup.com>
Subject: RE: Greenwich Square DOV [FREETHS-ACTIVE.FID6759353] [DLAP-UKMATTERS.FID6865403]

[REDACTED]
We have received comments from the GLA and have inserted these. Nothing really of note, save for an amendment to the indemnity provision from the Developer (ensuring that it is carried across into variations).
I have also tweaked the execution block in the s38. Is there any update on the street lighting cost?
Finally, please could you just confirm the Council is happy to proceed via DocuSign on both documents?
Kind regards

[REDACTED]
Senior Associate

[REDACTED]@dlapiper.com

DLA Piper UK LLP

From: [REDACTED]@freeths.co.uk>
Sent: 29 November 2023 17:21
To: [REDACTED]@dlapiper.com>
Cc: [REDACTED]@macegroup.com>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

****EXTERNAL****

[REDACTED]
Please find attached, not really much to say has changed, as I am waiting for my client to confirm the Schedule 6 is agreed (slightly unusual it was included in the first instance as not normal practice).
I am hoping we can remove the highway provisions given the progress on that deed.
In the meantime whilst we await confirmation for the Schedule can you provide me all the titles and plans that have been inserted
Regards

[REDACTED]
Managing Associate

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From: [REDACTED]@dlapiper.com>
Sent: Tuesday, November 14, 2023 10:26 AM
To: [REDACTED]@freeths.co.uk>
Subject: RE: Greenwich Square DOV [FREETHS-ACTIVE.FID6759353] [DLAP-UKMATTERS.FID6865403]

[REDACTED]
Please find attached a revised draft.

With regard to Schedule 6, I have been told that all obligations have been discharged and this is common ground with the Council. Therefore, rather than undertaking a lengthy administrative task to identify when the various contributions were paid, we have simply marked them as "obligation discharged".

Kind regards

[REDACTED]
Senior Associate

[REDACTED]
dlapiper.com
DLA Piper UK LLP

From: [REDACTED]@freeths.co.uk>
Sent: 06 November 2023 14:01
To: [REDACTED]@dlapiper.com>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

****EXTERNAL****

[REDACTED]
Just reviewing the draft:

1. Schedule 6, my client has asked if yours prepares the first version, so we will need to wait for that first before we can review
2. Re 4.1.2, we could amend to say the Highway Works will be completed in accordance the Section 38 Agreement made between [x] and dated [x] provided it is entered into first

Given there is nothing for me to get further instructions on yet, I will wait for the next draft to land and title.

Regards

[REDACTED]
Managing Associate

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From: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>
Sent: Saturday, November 4, 2023 8:54 AM
To: [REDACTED] <[\[REDACTED\]@freeths.co.uk](mailto:[REDACTED]@freeths.co.uk)>
Subject: RE: Greenwich Square DOV [FREETHS-ACTIVE.FID6759353] [DLAP-UKMATTERS.FID6865403]

[REDACTED]
Please find attached a draft of the document with my amendment shown in tracked changes. Please note that this is sent subject to any further instructions my client might have, but I wanted to keep things moving.
In terms of Schedule 6, I will ask my client for an updated table, but would be grateful if you could please do the same at your end?
I am also conscious recitals (b) and (c) need to be completed. I will do this on the next turn.
Kind regards

[REDACTED]
Senior Associate

[REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

DLA Piper UK LLP

From: [REDACTED] <[\[REDACTED\]@freeths.co.uk](mailto:[REDACTED]@freeths.co.uk)>
Sent: 18 October 2023 17:36
To: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>; [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

****EXTERNAL****

[REDACTED]
Please find attached the draft which is subject to my client's comments but she is on leave until 30th October so I think its best we work on it whilst she is away, points to note:

1. Please revert on the below re land ownership – the draft will then need to be updated to reflect this
2. The Sixth Schedule page 81 of the PDF numbering of the Principal Agreement includes a summary of what has been achieved to date, really if we are doing a DOV we should update this too, does you client have this information to populate in the first instance?

Regards

[REDACTED]
Managing Associate

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From: [REDACTED]
Sent: Wednesday, October 18, 2023 3:19 PM
To: [REDACTED] [@dlapiper.com](mailto:dlapiper.com)>; [REDACTED] [@dlapiper.com](mailto:dlapiper.com)>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403] [FREETHS-ACTIVE.FID6759353]

From having reviewed the original deed there appears to be a lot more titles of relevance here, whilst I appreciate your client has a 999 year lease we still need the freeholder bound.
Happy to have a call if the position has significantly changed from the below?

- A The GLA holds the freehold interest in the Land registered with freehold Title Absolute at the Land Registry under Title Numbers TGL249007, TGL196230 and SGL123769.
- B The Developer has leasehold interests in part of the Land registered at the Land Registry under Title Number TGL369613 and TGL423477.
- C L&Q holds leasehold interests in parts of the Land registered with leasehold at the Land Registry under Title Numbers TGL387944, TGL390411, TGL387945, TGL390414, TGL377553, TGL392357, TGL392365, TGL392364, TGL392361, TGL393883 and TGL450614.
- D The part of the Land registered under Title Number SGL123769 which is required for highway purposes only is still registered as being owned by the Greater London Council. Title in this Land has now devolved from the Greater London Authority to the London Residuary Body by the Local Government Act 1985 then from the London Residuary Body to the London Borough of Greenwich by Article 4(l)(f) of the London Residuary Body (Transfer of Property etc.) Order 1990.
- E The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and holds the freehold interest to part of the Land with freehold Title Absolute under Title Numbers: SGL96451 and SGL209775.

From: [REDACTED] [@dlapiper.com](mailto:dlapiper.com)>
Sent: Wednesday, October 11, 2023 10:23 AM
To: [REDACTED] dlapiper.com>; [REDACTED] [@freeths.co.uk](mailto:freeths.co.uk)>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403]

Further to the below, please find attached updated title as requested.
We look forward to receiving the draft deed.
Kind regards,

[REDACTED]
Associate

[REDACTED] dlapiper.com

DLA Piper UK LLP
www.dlapiper.com



From: [REDACTED]
Sent: 10 October 2023 13:26
To: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>; [REDACTED] <[\[REDACTED\]@freeths.co.uk](mailto:[REDACTED]@freeths.co.uk)>
Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403]

Hi [REDACTED],
Please find attached our undertaking. I will obtain updated title and send this across to you as soon as possible.
Kind regards,

[REDACTED]
Associate

[REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

DLA Piper UK LLP
www.dlapiper.com



From: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

Sent: 09 October 2023 09:24

To: [REDACTED] <[\[REDACTED\]@freeths.co.uk](mailto:[REDACTED]@freeths.co.uk)>

Cc: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

Subject: RE: Greenwich Square DOV [DLAP-UKMATTERS.FID6865403]

Hi [REDACTED],
to the below, I am on leave this week but my colleague, Alicia (at cc) will be progressing this one in my absence.

Kind regards

[REDACTED]
Senior Associate

[REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

DLA Piper UK LLP

From: [REDACTED] <[\[REDACTED\]@freeths.co.uk](mailto:[REDACTED]@freeths.co.uk)>

Sent: 04 October 2023 18:12

To: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

Subject: Greenwich Square DOV

****EXTERNAL****

[REDACTED]
I am instructed in relation to drafting a DOV to vary the Greenwich Square s.106 as varied (both attached).

My instructions are the variations are as follows, please confirm your client agrees:

- Variation to Annex B to include a new paragraph 8 adding in details on entering into a section 38 legal agreement for the Council to adopt Hawthorne Crescent and Hazel Lane as public highway and pay a commuted sum for the future maintenance of the adopted highway
- Variation to Annex G - Delete obligation to offer and accept a lease and for the Council to maintain pursuant to the lease (obligations on owner to maintain and keep open etc to remain). Obligation on the owner to maintain and keep open the public realm to remain and replace Public Realm Plan
- Replace plan 1 and 2 attached the original s.106 to remove the infill area on Calvert Road

If the above is correct please:

- Provide up to date title
- Undertaking for £4,000 no VAT whether or not this matters proceeds to completion

Regards
[REDACTED]

DATE

2024

(1) THE ROYAL BOROUGH of GREENWICH

and

(2) GLA LAND AND PROPERTY LIMITED

and

(3) MACE DEVELOPMENTS (GREENWICH) LIMITED

and

(4) LONDON & QUADRANT HOUSING TRUST

DEED OF VARIATION

pursuant to Section 106A of

the Town and Country Planning Act 1990

in relation to a planning obligation dated 12 November 2018 relating to

**Land at Former Greenwich District Hospital Site London SE10 – formerly known as Heart
of East Greenwich**

23/2520/i106

THIS DEED OF VARIATION is dated the

day of

2024

BETWEEN:

- (1) **THE ROYAL BOROUGH OF GREENWICH** of Town Hall, Wellington Street Woolwich, London SE18 6PW ("**the Council**" which expression shall include any successor local planning authority exercising planning powers under the Act)
- (2) **GLA LAND AND PROPERTY LIMITED** (Company No 07911046) whose registered office is 5 Endeavour Square, London, United Kingdom, E20 1JN ("**the GLA**")
- (3) **MACE DEVELOPMENTS (GREENWICH) LIMITED** (Company No 06987720) whose registered office is at 155 Moorgate, London EC2M 6XB. ("**the Developer**")
- (4) **LONDON AND QUADRANT HOUSING TRUST** whose registered office is 29-35 West Ham Lane Stratford London E15 4PH (a society registered under s1 of the Co-operative and Community Benefit Societies Act 2014 with registered number 30441R whose registered office is at 29-35 West Ham Lane, Stratford, London E15 4PH) ("**L&Q**")

INTRODUCTION:

- (A) For the purposes of the Act the Council is the local planning authority and the local housing authority for the area in which the Site is situated.
- (B) L&Q holds leasehold interests in part of the Land registered at the Land Registry under title number TGL526572
- (C) The GLA holds the freehold interest in part of the Land registered at the Land Registry under title numbers TGL249007, TGL196230, SGL123769
- (D) The Developer has the leasehold interest in the Site registered at the Land Registry under title numbers TGL369613, TGL514497, TGL423477 and TGL377327
- (E) The Site is subject to the Principal Agreement pursuant to planning permission reference 16/2591/MA. The Principal Agreement consolidated and replaced an earlier Section 106 Agreement dated 31 March 2009 under planning permission reference 08/0688/F made between (1) First Base (East Greenwich Residential) Land Limited (2) The Homes and Communities Agency (3) Greenwich Teaching Primary Care Trust and (4) the Council and deed of modification dated 30 March 2012 made between (1) The Homes and Communities Agency (2) Greenwich Teaching Primary Care Trust and (3) the Council
- (F) It has become apparent that the Principal Agreement needs to be varied as the Site plans appended to the Principal Agreement need to be replaced to remove the infill area of Calvert Road from the red line and changes to the public realm so as to remove the requirement for the Council to maintain the Public Realm following completion of the Public Realm lease.
- (G) The Council has agreed that the Principal Agreement may be modified in accordance with the terms of this Deed.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

1.1 In this Deed the following defined term is used it shall have the following meaning:

“the Principal Agreement” means the agreement made under section 106 of the 1990 Act dated 12 November 2018 between (1) the Developer (2) GLA Land and Property Limited (3) London & Quadrant Housing Trust and (4) the Council

“Site” means all of that land known as Land at Former Greenwich District Hospital Site London SE10 – formerly known as Heart of East Greenwich as delineated edged red on Plan 1 appended to the Principal Agreement

1.2 In all other respects the definitions contained in the Principal Agreement shall apply to this Deed unless varied by this Deed.

2 CONSTRUCTION OF THIS AGREEMENT

2.1 Words importing the masculine include the feminine and vice versa.

2.2 Words importing the singular include the plural and vice versa.

2.3 Words importing persons include companies and corporations and vice versa.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually.

2.5 In the absence of contrary provision any reference to a statute includes any statutory modification or re-enactment of it and every statutory instrument, direction, specification made or issued under the statute or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council successors to its functions.

2.7 This Deed is a planning obligation for the purposes of Section 106 of the Act.

3 LEGAL BASIS

3.1 This Deed is made pursuant to Section 106 and 106A of the Town and Country Planning Act 1990 (as amended), Section 111 of the Local Government Act 1972 Section 16 of the Greater London Council (General Powers) Act 1974 and Section 1 of the Localism Act 2011 and all other powers so enabling the Council to enter into this Deed.

3.2 This Deed is supplemental to and varies the Principal Agreement in the manner set out in this Deed.

- 3.3** Save as herein varied the Principal Agreement shall continue in full force and effect and shall be enforceable by the Council as the local planning authority in accordance with Clause 3.2 and 3.3 of the Principal Agreement
- 3.4** Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.
- 3.5** This Deed shall come into effect upon the date hereof.

4 VARIATION OF THE PRINCIPAL AGREEMENT

- 4.1** The Principal Agreement shall be varied as follows:

- 4.1.1** Plan 1 from the First Schedule of the Principal Agreement will be deleted and replaced with the plan labelled “Plan 1” attached to this Deed to remove the infill area of Calvert Road from the red line
- 4.1.2** Plan 2 from the First Schedule of the Principal Agreement will be deleted and replaced with the plan labelled “Plan 2” attached to this Deed to remove the infill area of Calvert Road from the red line
- 4.1.3** A new definition of “Public Realm Land” will be added to clause 1 General Definitions and Interpretations of the Principal Agreement:

*“**Public Realm Land**” means the land on which the Public Realm is situated, shown shaded yellow on the plan at Appendix A Annex G”*

- 4.1.4** Clause 17 shall be deleted and replaced with:

17.1 The Developer covenants with GLA that it shall indemnify GLA from and against any claims demands proceedings damage losses costs expenses payments and/or other liability arising as a result of GLA being a party to this Agreement (including any variations thereto) and made against them in connection with any requirement or covenant contained in this Agreement (including any variations thereto) with the exception of and subject to those covenants given directly by GLA as set out in the Fifth Schedule to this Agreement (including any variations thereto) PROVIDED THAT the Developer shall not be liable for any claims demands proceedings damages losses costs expenses payments and/or other liability that are due to or attributable to any acts omissions or the negligence of GLA.

17.2 The Developer covenants with L&Q that it shall indemnify L&Q from and against any claims demands proceedings damages losses costs expenses payments and/or other liability arising as a result of L&Q being a party to this Agreement (including any variations thereto) and made against them in connection with any requirement or covenants contained in this Agreement (including any variations thereto) with the exception and subject to those covenants given directly by L&Q as set out in clause 8.1 of this Agreement (including any variations thereto) PROVIDED THAT the Developer shall not be liable for any claims demands proceedings damages losses costs expenses payments and/or other liability that are due to or attributable to any acts omissions or the negligence of L&Q.

4.1.5 Paragraph 1 of Annex G Children's Play Spaces, Public Realm and Public Art shall be deleted and replaced with:

1. *Provision, maintenance and management of Public Realm:*

The Developer covenants to bind the Public Realm Land as follows:

- 1.1 The Developer covenants with the Council that the Developer shall without expense to the Council (subject as mentioned below) take all necessary steps diligently to lay out construct and otherwise complete in a proper and workmanlike manner to the reasonable satisfaction of the Council the Public Realm in accordance with a specification to be agreed with the Council whose approval is not to be unreasonably withheld or delayed and further the Developer shall ensure that the contractors employed in relation to the Remediation of the Public Realm shall give a collateral warranty to the Council executed as a Deed in the form approved by the Council*
- 1.2 The Public Realm shall be constructed in accordance with a programme of development that shall be agreed between the Developer and the Council (both parties acting reasonably) and shall be completed in relation to each Phase no later than the Occupation of the last Dwelling of such Phase*
- 1.3 The Developer hereby covenants with the Council that it will notify the Council in writing of the completion of each phase of the Public Realm as soon as reasonably practicable thereafter*
- 1.4 The Developer shall be responsible at no expense to the Council for the due and proper maintenance of the Public Realm for the lifetime of the Development and shall (without prejudice to the generality of this):-*
 - 1.4.1 keep in proper repair and condition all existing ditches fences and gates in and around the Public Realm*
 - 1.4.2 keep the Public Realm clean and tidy and free from deposits of waste rubbish or refuse*
 - 1.4.3 keep all trees hedges shrubs plants and grass within the Public Realm in good health and condition and replace the same when necessary*
 - 1.4.4 keep the Public Realm in such secure and sound condition generally as will afford to the general public the free unobstructed and safe use thereof*

1.4.5 *effect and maintain full insurance against all third party public liability claims in relation to the Public Realm in a sum of not less than £5,000,000 in respect of any one claim*

1.4.6 *cleanse, retain, maintain and keep in repair and working order the surface of and the lighting and drainage to the Public Realm*

1.4.7 *cleanse, retain, maintain and keep in repair and working order any furniture and structures which have been approved by the Council*

1.4.8 *cleanse, retain, maintain and keep in repair and working order the hard and soft landscaping*

1.5 *The Developer shall (subject as mentioned below) allow the public from the completion of each phase of the Public Realm to have access on foot to such Public Realm for the lifetime of the Development and the following provisions shall apply:-*

1.5.1 *the Public Realm shall (subject as mentioned below) be open to the public for the enjoyment of the public at large on every day throughout the year during daylight hours save for those days in any calendar year upon which the Developer wishes to restrict such access for the purposes of good estate management and in respect of which the Developer has given prior notice to the Council provided that the Developer shall use reasonable endeavours to minimise any period during which public access to the Public Realm or parts thereof is restricted and shall not prevent access to the Public Realm or any part thereof for the purposes mentioned above (save in the case of emergency) (and subject as mentioned in paragraph 1.5.2 below) for any period exceeding 72 hours without the prior approval of the Council which shall not be unreasonably withheld or delayed*

1.5.2 *The Developer shall in any event be entitled to close the Public Realm on one day each year to prevent acquisition of any public rights and otherwise to display signs to preclude the acquisition of rights by members of the public*

1.5.3 *The Council by its officers workmen or agents will be allowed access to the Public Realm in order to ensure that the provisions of paragraphs 1.4 and 1.5.1 above are being complied with and in the event of there being a breach by the Developer of any of their obligations under paragraphs 1.4 and*

1.5.1 above the Council may serve a default notice upon the Developer requiring any breach to be remedied within a period of twenty one days from the date of the said notice and the Developer shall either remedy the breach accordingly to the satisfaction of the Council or if the Developer does not accept the requirements of the said default notice it shall notify the Council in writing whereupon a dispute shall be deemed to have arisen to be determined by an Expert and the provisions of clause 10 shall apply

4.1.6 Appendix A plan attached to Annex G of the Principal Agreement will be deleted and replaced with the plan labelled “*Appendix A Plan*” attached to this Deed showing the Public Realm to be owned, maintained and managed by the Developer

4.1.7 The table at the Sixth Schedule of the Principal Agreement shall be deleted in its entirety and replaced with the following table:

S106 AGREEMENT

OBLIGATION	S106 AGREEMENT PROVISION	NOTES/DATE OF SATISFACTION
<i>Provision of Affordable Housing</i>	<i>Third Schedule, Annex A, para. 1.1.2, 1.1.3 and Appendix A</i>	<i>All 314 Affordable Housing Rental Units have been provided in accordance with the requirements of this Deed.</i> <i>All of the 144 Intermediate Housing Units have been provided in accordance with the requirements of this Deed.</i>
<i>Intermediate Housing Units</i>	<i>Third Schedule, Annex A, para 5.1.1, 5.1.2 and 5.1.3</i>	<i>55 Intermediate Housing Units have been sold in compliance with paragraphs 5.1.1 and 5.1.2 of Annex A, Third Schedule, such that paragraphs 5.1.1 and 5.1.2 of Annex A, Third Schedule no longer apply.</i> <i>89 Intermediate Housing Units have been sold in compliance with paragraph 5.1.3 of Annex A, Third Schedule, such that paragraphs 5.1.1 and 5.1.2 of Annex, Third Schedule no longer apply.</i>
<i>Provision of Affordable Housing Marketing Plan</i>	<i>Third Schedule, Annex A, para. 6.1.1</i>	<i>Obligation discharged.</i>
<i>Confirmation of location of Affordable Housing Units</i>	<i>Third Schedule, Annex A, para. 12.1.1</i>	<i>Obligation discharged</i>

<i>Contributions</i>	<i>Third Schedule, Annex B, para. 1</i>	<i>Obligation discharged</i>
<i>Implementation of low emissions transport scheme</i>	<i>Third Schedule, Annex B, para. 3</i>	<i>Obligation discharged - 29 September 2016</i>
<i>Provision of Travel Plan</i>	<i>Third Schedule, Annex B, para. 6</i>	<i>Obligation discharged - 12 March 2014</i>
<i>Contribution towards Nursery Education (Block 1)</i>	<i>Third Schedule, Annex D, paragraph 2.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Nursery Education (Block 2)</i>	<i>Third Schedule, Annex D, paragraph 2.1.2</i>	<i>Obligation discharged</i>
<i>Contribution towards Primary Schedule Education (Block 1)</i>	<i>Third Schedule, Annex D, paragraph 3.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Primary Schedule Education (Block 4)</i>	<i>Third Schedule, Annex D, paragraph 3.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Primary Schedule Education (Block 5)</i>	<i>Third Schedule, Annex D, paragraph 3.1.4</i>	<i>Obligation discharged</i>
<i>Contribution towards Secondary Education (Block 1)</i>	<i>Third Schedule, Annex D, paragraph 4.1.1</i>	<i>Obligation discharged</i>

<i>Contribution towards Secondary Education (Block 4)</i>	<i>Third Schedule, Annex D, paragraph 4.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Secondary Education (Block 5)</i>	<i>Third Schedule, Annex D, paragraph 4.1.4</i>	<i>Obligation discharged</i>
<i>Contribution towards Post 16 Education (Block 1)</i>	<i>Third Schedule, Annex D, paragraph 5.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Post 16 Education (Block 4)</i>	<i>Third Schedule, Annex D, paragraph 5.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Post 16 Education (Block 5)</i>	<i>Third Schedule, Annex D, paragraph 5.1.4</i>	<i>Obligation discharged</i>
<i>Financial contribution towards GLLaB (Block 1)</i>	<i>Third Schedule, Annex D, paragraph 6.1.1</i>	<i>Obligation discharged</i>
<i>Financial contribution towards GLLaB (Block 2)</i>	<i>Third Schedule, Annex D, paragraph 6.1.2</i>	<i>Obligation discharged</i>
<i>Contribution towards Community Facilities (Block 1)</i>	<i>Third Schedule, Annex F, paragraph 1.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Community Facilities (Block 4)</i>	<i>Third Schedule, Annex F, paragraph 1.1.3</i>	<i>Obligation discharged</i>

<i>Contribution towards Community Facilities (Block 1)</i>	<i>Third Schedule, Annex F, paragraph 1.1.4</i>	<i>Obligation discharged</i>
<i>Completion of Public Realm</i>	<i>Third Schedule, Annex G, para. 1.3</i>	<i>Obligation discharged - 6 October 2016</i>
<i>Approval of play equipment</i>	<i>Third Schedule, Annex G, para. 2.1</i>	<i>Obligation discharged</i>
<i>Provision of art in the Public Realm</i>	<i>Third Schedule, Annex G, paragraph 3.1</i>	<i>Obligation discharged - 14 October 2015</i>
<i>Contribution towards Public Safety Improvements (Block 1)</i>	<i>Third Schedule, Annex H, paragraph 1.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Public Safety Improvements (Block 4)</i>	<i>Third Schedule, Annex H, paragraph 1.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Public Safety Improvements (Block 5)</i>	<i>Third Schedule, Annex H, paragraph 1.1.4</i>	<i>Obligation discharged</i>
<i>Contribution towards Emergency Services (Block 1)</i>	<i>Third Schedule, Annex H, paragraph 2.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Emergency Services (Block 4)</i>	<i>Third Schedule, Annex H, paragraph 2.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Emergency Services (Block 5)</i>	<i>Third Schedule, Annex H, paragraph 2.1.4</i>	<i>Obligation discharged</i>

<i>Contribution towards Cultural Strategy (Block 1)</i>	<i>Third Schedule, Annex I, paragraph 1.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Cultural Strategy (Block 4)</i>	<i>Third Schedule, Annex I, paragraph 1.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Cultural Strategy (Block 5)</i>	<i>Third Schedule, Annex I, paragraph 1.1.4</i>	<i>Obligation discharged</i>
<i>Contribution towards Environmental Health (Block 1)</i>	<i>Third Schedule, Annex J, paragraph 2.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Environmental Health (Block 4)</i>	<i>Third Schedule, Annex J, paragraph 2.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Environmental Health (Block 5)</i>	<i>Third Schedule, Annex J, paragraph 2.1.4</i>	<i>Obligation discharged</i>
<i>Contribution towards Waste Management (Block 1)</i>	<i>Third Schedule, Annex J, paragraph 3.1.1</i>	<i>Obligation discharged</i>
<i>Contribution towards Waste Management (Block 4)</i>	<i>Third Schedule, Annex J, paragraph 3.1.3</i>	<i>Obligation discharged</i>
<i>Contribution towards Waste Management (Block 5)</i>	<i>Third Schedule, Annex J, paragraph 3.1.4</i>	<i>Obligation discharged</i>
<i>Provision of Construction Charter</i>	<i>Third Schedule, Annex L, para. 1.1.1</i>	<i>Obligation discharged</i>

<i>Submission of BREEAM verification report</i>	<i>Third Schedule, Annex L, para. 3.1.2</i>	<i>Obligation discharged</i>
<i>Provision of CHP</i>	<i>Third Schedule, Annex L, para. 4.1.1</i>	<i>Obligation discharged - 22 September 2016</i>

5 COVENANTS

The Developer covenants to fully comply with and perform the obligations in the Principal Agreement as amended by this Deed.

6 THIRD PARTIES

No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Deed.

7 LOCAL LAND CHARGE

This Deed shall be registered as a local land charge by the Council.

8 LEGAL FEES

The Developer covenants to pay to the Council their legal fees in relation to this Deed prior to or on completion of this Deed

9 JURISDICTION

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

EXECUTED as a DEED by the parties hereto and delivered on the date set out at the head of this Deed.

EXECUTED AS A DEED as)
the Common Seal of the)
THE ROYAL BOROUGH OF GREENWICH)
was hereunto affixed in the presence of:)

Authorised Signatory

EXECUTED AS A DEED by)
GLA LAND AND PROPERTY LIMITED)
acting by two Directors)
Director)
Director)

EXECUTED as a DEED by
London & Quadrant Housing Trust
acting by its attorney under a power of attorney

Signature of Director / Attorney:

Director / Attorney name:

in the presence of:

Signature of witness:

Witness name:

Witness address:

Witness occupation:

EXECUTED AS A DEED by)
MACE DEVELOPMENTS (GREENWICH (LIMITED)))
acting by a)

Director)

in the presence of :-)

Witness

Plan 1 to be inserted into First Schedule of the Principal Agreement



AP-0001

Site Location Plan - Proposed Masterplan

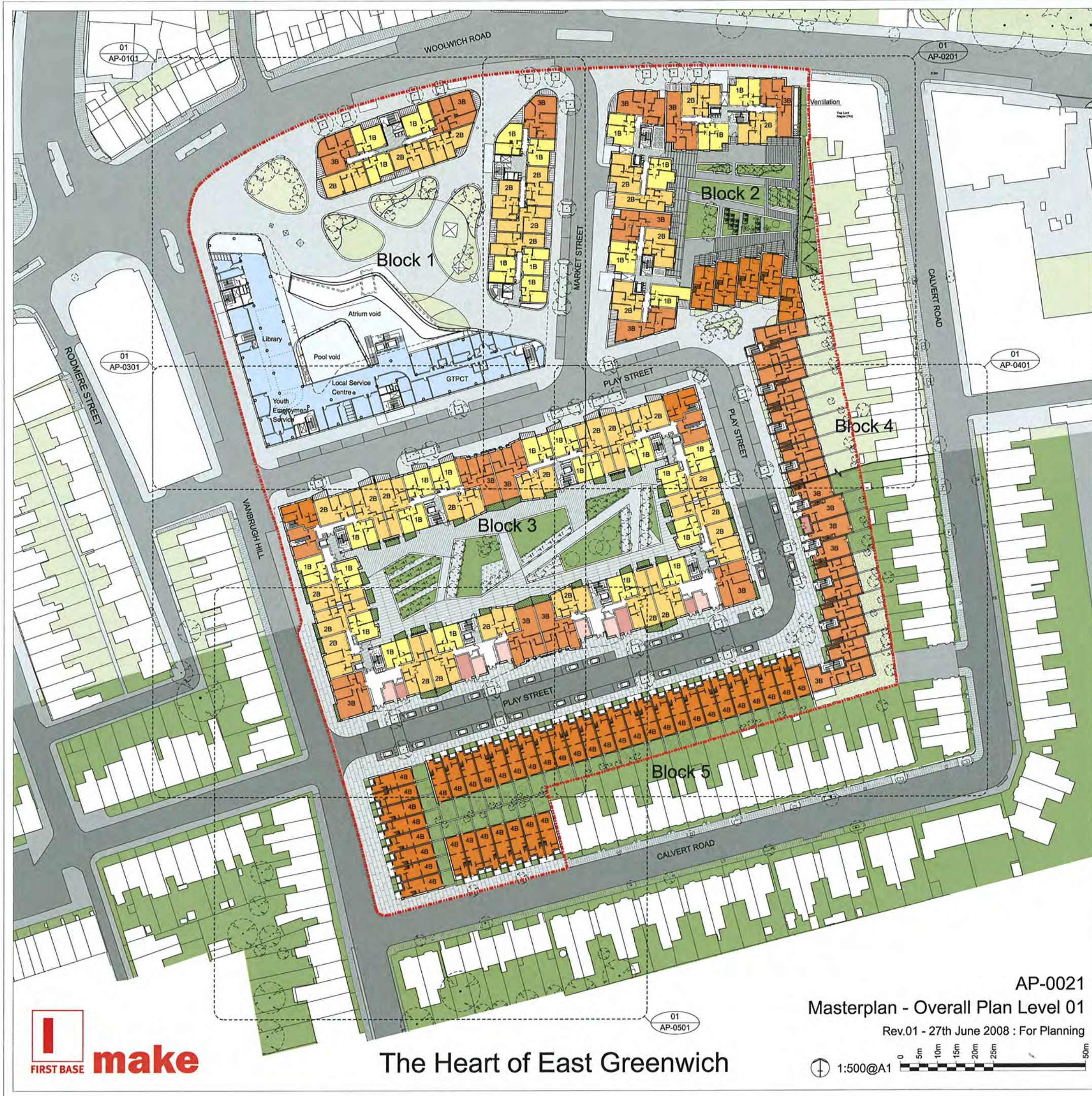
Rev.01 - 27th June 2008 : For Planning



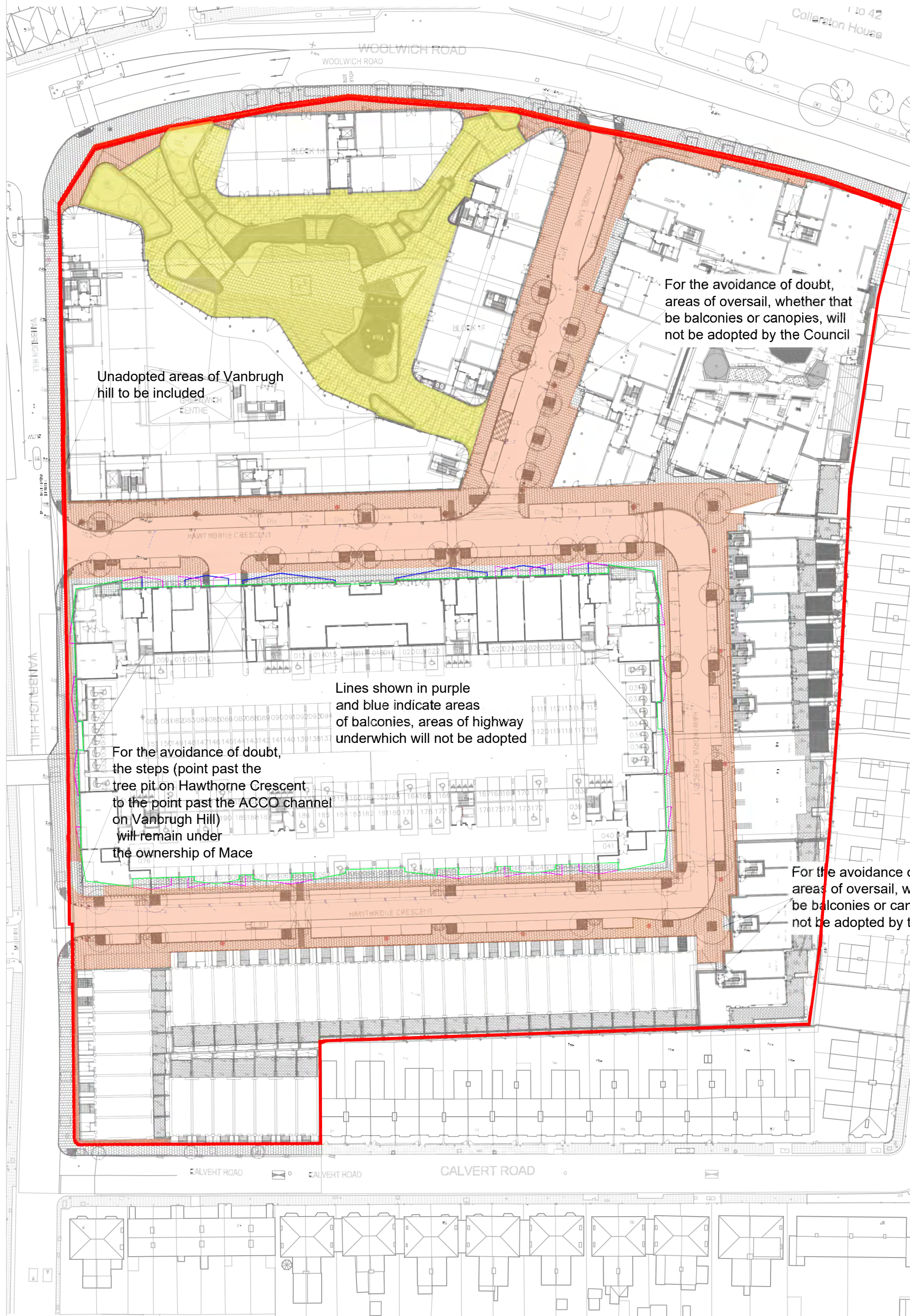
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Plan 2 to be inserted into First Schedule of the Principal Agreement



Plan of Public Realm to be inserted into Annex G Appendix A



Unadopted areas of Vanbrugh hill to be included

For the avoidance of doubt, areas of oversail, whether that be balconies or canopies, will not be adopted by the Council

Lines shown in purple and blue indicate areas of balconies, areas of highway under which will not be adopted

For the avoidance of doubt, the steps (point past the tree pit on Hawthorne Crescent to the point past the ACCO channel on Vanbrugh Hill) will remain under the ownership of Mace

For the avoidance of doubt, areas of oversail, whether that be balconies or canopies, will not be adopted by the Council

- Private Boundary Line
- Block 3 Street Level Building Footprint
- Level 1 Projections
- Level 2 Projections
- Greenwich Square Site Boundary line
- Proposed Adoption Area
- Not to be adopted by RBG

Area is indicative of balcony and other oversail projections onto highway. The Royal Borough of Greenwich will not be responsible for any area of highway with an oversail or the steps on the junction with Vanbrugh Hill (