

DATED 16 June 2025

COUNTERPART

(1) OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION

(2) NORTH KENSINGTON GATE LIMITED

(3) SOLUTUS ADVISORS LIMITED

**DEED OF VARIATION TO A SECTION 106
AGREEMENT**

**UNDER SECTION 106A OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND ALL
OTHER POWERS ENABLING RELATING TO
NORTH KENSINGTON GATE SOUTH, 115-129A
SCRUBS LANE (ODD NUMBERS ONLY),
LONDON NW10 6QU**



Pinsent Masons

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THIS DEED is made on

16 June

2025

BETWEEN:-

- (1) **OLD OAK and PARK ROYAL DEVELOPMENT CORPORATION** of One West Point, 7 Portal Way, North Acton, London W3 6RT (the "OPDC");
- (2) **NORTH KENSINGTON GATE LIMITED** a company registered in England and Wales (company number 11974748) whose registered office is at Regina House, 124 Finchley Road, NW3 5JS (the "Owner"); and
- (3) **SOLUTUS ADVISORS LIMITED** a company registered in England and Wales (company number 07350379) whose registered address is Canal Mill, Botany Bay, Chorley, England, PR6 9AF (the "Mortgagee")

WHEREAS:-

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, OPDC is the local planning authority for the area in which the Site is located 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 is the registered owner of the freehold interest in the Site with title absolute under title number LN192535.
- (C) The Mortgagee has a registered charge contained in a security agreement dated 30 December 2022 and appearing at entry number 3 of the charges register of title number LN192535
- (D) On 30 June 2021 the Original S106 was entered into by the OPDC, the Owner and the Mortgagee which contains planning obligations binding the Site.
- (E) The Original S106 was subsequently varied by a deed of variation dated 24 November 2022 (the "First Deed of Variation").
- (F) The Parties have agreed to vary and supplement the terms of the Section 106 Agreement. This Deed is made under sections 106 and 106A of the Act and is supplemental to the Section 106 Agreement.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:-

"Deed"	means this Deed of Variation
"Original S106"	means the legal agreement dated 30 June 2021 made under Section 106 of the Act between (1) OPDC (2) the Owner and (3) the Mortgagee
"Parties"	means OPDC, the Owner and the Mortgagee
"Section 106 Agreement"	means the legal agreement dated 30 June 2021 made under Section 106 of the Act between (1) OPDC (2) the Owner and (3) the Mortgagee as varied by the First Deed of Variation

1.2 This Deed varies and is supplemental to the Section 106 Agreement.

1.3 The Interpretation Act 1978 shall apply to this Deed.

- 1.4 In this Deed, unless the context otherwise requires:
- 1.4.1 references to clauses paragraphs and schedules are references to those in the Section 106 Agreement; and
 - 1.4.2 words and phrases whose meanings are not varied by this Deed have the same meanings as in the Section 106 Agreement.
- 1.5 References in this Deed to the Owner and the Mortgagee shall include reference to their respective successors in title and assigns, personal representatives and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.6 References to OPDC shall include reference to any successor body exercising any of the powers currently vested in OPDC in relation to this Deed.
- 1.7 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.8 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies, other corporate bodies and firms and all such words shall be construed interchangeably in that manner.
- 1.9 Words denoting an obligation on a party to do an act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.10 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.11 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.
- 1.12 References to the Site include any part of it.
- 1.13 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 unless there is an express provision otherwise.

2. LEGAL BASIS

- 2.1 This Deed is made pursuant to:-
- 2.1.1 section 106 and 106A of the 1990 Act;
 - 2.1.2 sections 1, 201 and 205 of the 2011 Act; and
 - 2.1.3 all other powers so enabling.
- 2.2 OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3. NATURE OF OBLIGATIONS

- 3.1 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of

section 106 of the 1990 Act and are given so as to bind the Owner's freehold interest in the Site (as referred to in Recital B) with the intent that they shall be enforceable by OPDC not only against the Owner but also against any successors in title to, or assigns of, or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act, the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

3.2 This Deed of Variation shall come into effect on the date hereof.

3.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by OPDC of any of its statutory powers, functions or discretions.

4. COSTS

4.1 On or before the completion of this Deed, the Owner shall pay to the OPDC the OPDC's reasonable legal costs in this matter.

5. VARIATION TO THE SECTION 106 AGREEMENT

5.1 The Section 106 Agreement shall be varied as set out in Schedule 1 of this Deed but for the avoidance of doubt the Section 106 Agreement shall remain in full force and effect save as varied by this Deed.

5.2 Where any obligation contained in the Section 106 Agreement has been satisfied and/or complied with as a matter of fact at the date of this Deed, any such obligation shall be deemed to be satisfied and/or complied with for the purposes of the Section 106 Agreement as varied by this Deed.

6. OWNERSHIP

6.1 The Owner warrants and undertakes to OPDC that it is the freehold owner of the Site and has full power to enter into this Deed.

7. REGISTRATION

7.1 As soon as reasonably practicable after the completion of this Deed (and in any event within 10 (ten) Working Days of this Deed), the Owner shall make applications to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Number referred to in Recital B above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide OPDC with written notification as soon as reasonably practicable that such applications have been made.

8. GOVERNING LAW

This Deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with English law.

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

10. MORTGAGEE'S CONSENT

10.1 The Mortgagee acknowledges and declares that:-

10.1.1 this Deed has been entered into by the Owner with its consent;

10.1.2 the Site shall be bound by the obligations contained in this Deed; and

10.1.3 the security of the Mortgagee over the Site shall take effect subject to this Deed.

10.2 The Parties agree that the Mortgagee will only be liable for any breach of the provisions of this Deed during such period as it is a mortgagee in possession of the whole or any part of the Site when it becomes bound by the obligations as if it were a person deriving title from the Owner. It will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Site save for any prior breach for which it shall continue to be liable.

11. COUNTERPARTS

This Deed will be executed in three counterparts, each of which is an original and all of which together evidence the same deed.

EXECUTED AS A DEED by the parties on the date which first appears in this Agreement

EXECUTED as a DEED by affixing the Common Seal of
OLD OAK AND PARK ROYAL DEVELOPMENT
CORPORATION in the presence of:




.....
Authorised Officer

EMMA WILLIAMS
Name (BLOCK)

Position DIRECTOR OF PLANNING



PATRICK HARMSWORTH
TEAM LEADER -
DEVELOPMENT MANAGEMENT

SCHEDULE 1

VARIATIONS TO THE SECTION 106 AGREEMENT

1. DEFINITIONS

- 1.1 The following definitions at clause 1.1 are varied by deleting the original text and replacing it as following:

"Affordable Housing"

housing including London Shared Ownership Housing London Living Rent Housing, London Affordable Rented Housing and Social Rented Housing provided to eligible households whose needs are not met by the market and which housing should:

- (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and
- (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in Section 2 of the London Government Act 1963);

"Affordable Housing Target Tenure Split"

- (a) a minimum of 30 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing or Social Rented Housing; and
- (b) a maximum of 70 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Living Rent Housing or London Shared Ownership Housing; or (instead of a and b)
- (c) 100 per cent (by Habitable Rooms) of the Affordable Housing Units to be used as Social Rented Housing.

"Affordable Housing Units"

58 Residential Units (as shown on Plan 2) forming part of the Development comprising the London Affordable Rent Units, the London Living Rent Units and the London Shared Ownership Housing Units and (where relevant, in accordance with Schedule 3 of this Deed), the Social Rented Housing Units (and for the avoidance of doubt excluding the Private Residential Units) comprising 168 Habitable Rooms and comprising not

less than 30 per cent (by Habitable Room) of the Residential Units and "Affordable Housing Unit" shall be construed accordingly;

"Rent and Nominations Agreement"

an agreement to be entered into between the Affordable Housing Provider and the Boroughs (where the Affordable Housing Provider is not any of the Boroughs) in a form to be agreed between the Boroughs and the Affordable Housing Provider (acting reasonably) and providing the Boroughs with nomination rights in respect of the Affordable Housing Units as follows:

- (a) London Affordable Rent Housing Units and Social Rented Housing Units: 70% to LBHF, 10% to LBE, 10% to LBB and 10% to GLA (using the OPDC's rounding calculator and OPDC nominations policy principles to adjust to whole numbers of units);
- (b) London Living Rent Housing Units and London Shared Ownership Housing Units: 100% to LBHF;

1.2 The following new definitions are inserted at clause 1.1:

Rent Guidance	the government's rent policy for Social Rented Housing published from time to time;
RTSO Guidance	the guidance entitled "Right to Shared Ownership: initial guidance for registered providers" https://www.gov.uk/government/publications/right-to-shared-ownership-initial-guidance-for-registered-providers/right-to-shared-ownership-initial-guidance-for-registered-providers published by MHCLG on 8 September 2020 (as the same may be supplemented, amended or updated from time to time);
RTSO Purchaser	a former tenant of an Affordable Housing Unit who purchases the Affordable Housing Unit on Shared Ownership Lease terms as more particularly described in the RTSO Guidance;
Shared Ownership Lease	a shared ownership lease that:

(a) satisfies the definition of "Shared ownership arrangements" as set out in Section 70 of the HRA 2008; and

(b) meets any applicable requirements of the Affordable Housing Capital Funding Guide published on www.london.gov.uk/CFG or any successor guide so published;

**Social Rented
Housing Units**

the 58 Affordable Housing Units shown on Plan 2 comprising 168 Habitable Rooms which may be made available for Social Rented Housing in accordance with Schedule 3 of this Deed;

2. MAIN BODY

2.1 Paragraphs 1, 2 and 3 of Schedule 3 (Affordable Housing) are deleted in full and replaced as follows:

1 ON-SITE AFFORDABLE HOUSING PROVISION

1.1 *The Owner shall not:*

- (a) *Occupy the London Affordable Rent Housing Units for any purpose other than for London Affordable Rent Housing or Social Rented Housing for the lifetime of the Development*
- (b) *occupy the London Living Rent Housing Units for any purpose other than for London Living Rent Housing or Social Rented Housing for the lifetime of the Development; or*
- (c) *occupy the London Shared Ownership Housing Units for any purpose other than for London Shared Ownership Housing or Social Rented Housing for the lifetime of the Development, save where a London Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular London Shared Ownership Housing Unit.*

PROVIDED THAT the Parties acknowledge that those of the Affordable Housing Units which may be occupied as Social Rented Housing shall be delivered with the assistance of public subsidy through the GLA's Affordable Homes Programme 2021 -2026 (or

any such later Affordable Housing Programme as may apply) and shall be subject to the right for eligible purchasers to purchase on London Shared Ownership Lease terms as more particularly described in the RTSO Guidance (which such Affordable Housing Units shall be referred to as '**RTSO Shared Ownership Units**' in this Schedule 3).

1.2 The Owner shall:

- (a) ensure that 10% (ten per cent) of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
- (b) provide details (including 1:50 floor plans) of the proposed wheelchair accessible Affordable Housing Units to the OPDC for approval prior to Commencement of the Development;
- (c) not Commence the Development until the details of the proposed wheelchair accessible Affordable Housing Units have been approved in writing by the OPDC; and
- (d) ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards.

1.3 In the event that the Development is being carried out by an Affordable Housing Provider, the Owner (being that Affordable Housing Provider) shall:

- (a) prior to first Occupation of more than 50% (fifty per cent) of the Private Residential Units:
 - (i) Practically Complete the Affordable Housing Units and make them available for Occupation; and
 - (ii) enter into a Rent and Nominations Agreement with each of the Boroughs giving the Boroughs nomination rights in respect of the Affordable Housing Units for the life of the Development;

- (b) not first Occupy more than 50% (fifty per cent) of the Private Residential Units until the requirements of paragraph 1.3(a) have been satisfied in full.*

1.4 In the event that the Development is being carried out by the Owner or an owner who is not an Affordable Housing Provider, the Owner shall:

- (a) prior to first Occupation of more than 50% (fifty per cent) of the Private Residential Units:*

- (i) Practically Complete the Affordable Housing Units and make them available for Occupation; and*

- (ii) dispose of the Affordable Housing Units to an Affordable Housing Provider either by way of sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will enter into a Rent and Nominations Agreement to provide the Boroughs with nomination rights in respect of the Affordable Housing Units for the life of the Development;*

- (b) not first Occupy more than 50% (fifty per cent) of the Private Residential Units until the requirements of paragraph 1.4(a) have been satisfied in full.*

1.5 The Owner shall unless otherwise agreed in writing by the OPDC:

- (a) provide the London Living Rent Housing Units in the location shown on Plan 2; and*

- (b) provide the London Shared Ownership Housing Units in the locations shown on Plan 2; or (instead of a and b)*

- (c) provide the Affordable Housing Units as Social Rented Housing Units in the locations shown for London Living Rent Housing Units, London Shared Ownership Housing Units and London Affordable Rented Housing Units on Plan 2.*

- 1.6 *The London Affordable Rented Housing Units or 17 of the Social Rented Housing Units shall be provided in accordance with the following unit size mix:*

Unit Size	Number of Units
1 bed, 2 person	7
2 bed, 3 person	4
3 bed, 5 person	6

- 1.7 *The London Living Rent Housing Units or 23 of the Social Rented Housing Units shall be provided in accordance with the following unit size mix:*

Unit Size	Number of Units
1 bed, 2 person	9
2 bed, 3 person	3
2 bed, 4 person	1
3 bed, 5 person	10

- 1.8 *The London Shared Ownership Housing Units or 18 of the Social Rented Housing Units shall be provided in accordance with the following unit size mix:*

Unit Size	Number of Units
1 bed, 2 person	9
2 bed, 4 person	6
3 bed, 5 person	3

- 1.9 *If provided as London Shared Ownership Housing, the London Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the London Shared Ownership Lessee has Staircased to 100 per cent equity.*

2 EXCLUSION OF LIABILITY

- 2.1 *The obligations and restrictions contained in paragraphs 1 and 3 of this schedule shall not bind:*

- (a) a Chargee PROVIDED THAT they have first complied with the provisions of paragraphs 2.2 – 2.7;*
- (b) any RTA Purchaser;*
- (c) any mortgagee or chargee of a RTSO Shared Ownership Unit lawfully exercising the mortgagee protection provision within a Shared Ownership Lease granted in accordance with the RTSO Guidance;*
- (d) any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;*
- (e) any person or body deriving title through or from any of the Parties mentioned in paragraphs 2.1(a) to 2.1(d); or*
- (f) any London Shared Ownership Housing Unit or RTSO Shared Ownership Unit where the London Shared Ownership Lessee or RTSO Purchaser (as applicable) has acquired 100 per cent of the equity in such unit through Staircasing.*

- 2.2 *In order to benefit from the protection granted by paragraph 2.1(a), a Chargee must:*

- (a) serve a Default Notice on the OPDC by delivery by hand to the OPDC's offices at City Hall, The Queen's Walk, More London Riverside, London SE1 2A during the OPDC's office hours or using*

first class registered post to the OPDC's offices at City Hall, The Queen's Walk, More London Riverside, London SE1 2A in either case addressed to the Head of Development Management of the OPDC prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

- (b) when serving the Default Notice, provide to the OPDC official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and*
- (c) subject to paragraph 2.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 2.7(a) below.*

2.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the OPDC may serve an Intention Notice on the Chargee.

2.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the OPDC and the Chargee), the Chargee will grant the OPDC (and/or the OPDC's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));*
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 2.5(b) below or determined in accordance with paragraph 2.6 below;*

- (c) *PROVIDED THAT the purchase price has been agreed in accordance with paragraph 2.5(b) below or determined in accordance with paragraph 2.6 below, but subject to paragraph 2.4(d) below, the OPDC (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;*
- (d) *the Option will expire upon the earlier of:*
 - (i) *notification in writing by the OPDC (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; and*
 - (ii) *the expiry of the Moratorium Period;*
- (e) *any other terms agreed between the parties to the Option (acting reasonably).*

2.5 *Following the service of the Intention Notice:*

- (a) *the Chargee shall use reasonable endeavours to reply to enquiries raised by the OPDC (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and*
- (b) *the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:*
 - (i) *the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 3; and*

- (ii) *(unless otherwise agreed in writing between the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.*

2.6 *On the date falling ten Working Days after service of the Intention Notice, if the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 2.5(b) above:*

- (a) *the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;*
- (b) *if, on the date falling 15 Working Days after service of the Intention Notice, the OPDC (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute;*
- (c) *the independent surveyor shall determine the price reasonably obtainable referred to in paragraph 2.5(b) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;*
- (d) *the independent surveyor shall act as an expert and not as an arbitrator;*
- (e) *the fees and expenses of the independent surveyor are to be borne equally by the parties;*

- (f) *the independent surveyor shall make his/her decision and notify the OPDC, the OPDC's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and*
- (g) *the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).*

2.7 *The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraph 1 of this schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:*

- (a) *the OPDC has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;*
- (b) *the OPDC (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or*
- (c) *the OPDC (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.*

2.8 *The OPDC (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 2.2 to 2.7 above (inclusive).*

3 LONDON LIVING RENT HOUSING UNITS

At any time during which the London Living Rent Housing Units are provided as London Living Rent Housing;

- 3.1 *At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.*
- 3.2 *If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 3.1 above, the Owner shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.*
- 3.3 *On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has not elected to acquire that unit, the Owner may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).*
- 3.4 *On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 3.1 or 3.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.*
- 3.5 *The Owner shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.*

2.2 Paragraph 2.2 of Schedule 10 (Training and Skills) is deleted in full and replaced with the following:

- "2.2 For the purposes of paragraphs 2.1 (a) of this Schedule 10 only, the definition of Implementation (and Implement) shall exclude the following works: archaeological investigation or remediation works associated with decontamination, exploratory boreholes, site or soil investigations, site reclamation and site remediation works and the reference to "Implement" in paragraph 2.1(b) shall be construed accordingly"*