

Dated 12th August 2019

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION (1)

AND

FAIRVIEW L&Q PARK ROYAL LLP (2)

AND

GUINNESS LIMITED (3)

AND

FIRST CENTRAL MANAGEMENT COMPANY LIMITED (4)

SECTION 106 DEED OF VARIATION

under section 106 of the Town and Country
Planning Act 1990 and all other powers
enabling relating to land known as First Central,
Lakeside Drive, Park Royal, NW10 7HQ



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THIS DEED OF VARIATION is made the 12th day of August 2019

BETWEEN

- 1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "**OPDC**");
- 2) **FAIRVIEW L&Q P R LLP** a company registered in England and Wales (company number OC411770) whose registered office is at 50 Lancaster Road, Enfield EN2 0BY (the "**First Owner**");
- 3) **GUINNESS LIMITED** a company registered in England and Wales (company number 510607) of Lakeside Drive, Park Royal, London NW10 7HQ (the "**Second Owner**"); and
- 4) **FIRST CENTRAL MANAGEMENT COMPANY LIMITED** a company registered in England and Wales (company number 4070372) of Albury Mill Lane, Chilworth, Guildford, Surrey GU4 8RU (the "**Third Owner**").

(together the "**Parties**")

RECITALS:

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the 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) By an agreement dated 14 November 2017 ("**the Original Agreement**") made between OPDC, the First Owner, the Second Owner and the Third Owner ("**the Parties**") under section 106 of the 1990 Act the First Owner, Second Owner and Third Owner agreed to observe and perform certain covenants in order to secure the proper planning and enhanced quality of the development ("**the Development**") as defined in the Original Agreement.
- (C) The First Owner has submitted a planning application to OPDC pursuant to section 96A of the 1990 Act for amendments to the Planning Permission which has been give reference 19/0065/NMAOPDC ("**the S.96A Permission**").
- (D) The Parties wish to amend the Original Agreement so as to amend the number and location of certain affordable housing units at the Site, reduce the amount of SME Workspace to be provided, and secure the payment of a further contribution towards training and skills initiatives.
- (E) The Parties hereto consider it expedient in the interests of the proper planning of the Site that provision should be made as provided for by this Deed for regulating or facilitating the Development.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS

For the purposes of this Deed and save where set out within this Deed all terms shall be given meaning as per Clause 1 of the Original Agreement and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Deed.

2. CONSTRUCTION OF THIS DEED

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 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 severally unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act 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 person deriving title through or under that party and in the case of the OPDC the successors to their respective statutory functions.
- 2.7. The headings and contents list are for reference only and shall not affect construction.

3. LEGAL BASIS AND OBLIGATIONS OF THE PARTIES

- 3.1. This Deed is made pursuant to Section 106 of the Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011.
- 3.2. The covenants, restrictions and requirements imposed upon the Parties under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and are enforceable by the OPDC as local planning authority against the Parties.
- 3.3. The Parties covenant to observe and perform or cause to be observed and performed their obligations contained in the Original Agreement as amended by this Deed.

4. CONDITIONALITY

This Deed shall come into effect upon the date of grant of the S.96A Permission.

5. CHANGES TO THE ORIGINAL AGREEMENT

The Original Agreement shall be amended as set out in Schedule 1.

6. MISCELLANEOUS

- 6.1. The First Owner shall pay to the OPDC on completion of this Deed the reasonable legal costs of the OPDC incurred in the negotiation, preparation and execution of this Deed.

- 6.2. No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.3. This Deed shall be registrable as a local land charge by the OPDC.
- 6.4. Where the agreement, approval, consent or expression of satisfaction is required by the Parties from the OPDC under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed. Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 6.5. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.6. Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the OPDC under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local planning authority.

7. WAIVER

No waiver (whether expressed or implied) by the OPDC, First Owner, Second Owner and/or Third Owner of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the OPDC, First Owner, Second Owner and/or Third Owner from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

8. DISPUTE PROVISIONS

In the event of any dispute or difference arising between the Parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be dealt with in accordance with Clause 21 of the Original Agreement.

9. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

10. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

SCHEDULE 1

VARIATION OF THE ORIGINAL AGREEMENT

1.1 The Parties agree that the Original Agreement shall be amended as follows:

a) A new recital (H) shall be added after recital (G):

(H) *The Parties acknowledge that the Training and Skills Contribution was paid to the OPDC in October 2018.*

b) A new definition shall be added to Clause 1.1:

<i>Additional Training and Skills Contribution</i>	<i>the sum of £10,000 (Index Linked) to be used towards training and skills initiatives within the Park Royal Opportunity Area;</i>
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c) Paragraph a) within the definition of "**SME Workspace Strategy**" in Clause 1.1 shall be deleted and replaced with:

(a) identifies the intended location of a minimum of 595 square metres of SME Workspace within the Site together with unit sizes;

d) A new paragraph 1.2 shall be added after Schedule 11 Paragraph 1.1:

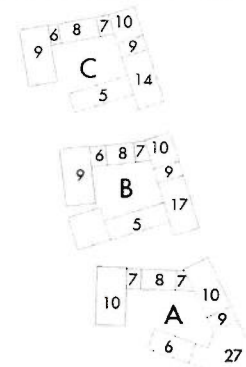
1.2 *The First Owner shall pay the Additional Training and Skills Contribution to the OPDC within 12 months of payment of the Training and Skills Contribution.*

e) Schedule 11 Paragraph 2.1(b) shall be deleted and replaced with:

(b) ensure that during the Construction Period no less than 12 construction apprenticeships are available at the Development where each apprenticeship shall be for a period of not less than 26 weeks and at a salary not less than London Living Wage; and

f) "**Plan 2**" as appended to the Original Agreement shall be deleted and replaced with "Plan 2" as appended to this Deed at Schedule 2.

SCHEDULE 2
AMENDED PLANS



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Handwritten signatures and initials.

Fairview
NEW HOMES Ltd.

50 Lancaster Road Enfield Middx EN2 0BY
Telephone: 0208-366 1271 Fax: 0208-366 7219

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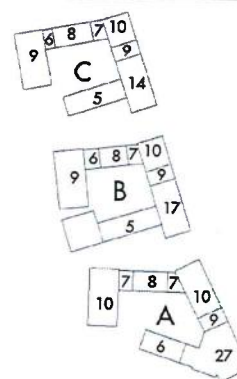
REV	DATE	DESCRIPTION	BY
P1	26/05/2017	For Planning	ET
P2	18/06/2017	For Planning	ET
P3	07/09/2017	GENERAL UPDATE	AG
P5	15/02/2019	TENURE RELOCATION WITHIN BLOCK B	PG

FIRST CENTRAL, PARK ROYAL :
First Floor Plan_Tenure
GENERAL ARRANGEMENT
FNH423 - 2002

SCALE 1 : 500 @A2

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P5



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|---|-------------------------|
|  | PRIVATE |
|  | SHARED OWNERSHIP (AH) |
|  | RENTED (AH) |
|  | RENTED (LLR) |
|  | COMMERCIAL |
|  | VARIOUS USES (LABELLED) |
|  | CAR PARK |



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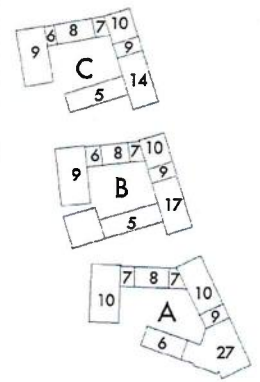
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FIRST CENTRAL, PARK ROYAL :
Second Floor Plan_Tenure
GENERAL ARRANGEMENT
FNH423 - 2003

SCALE 1 : 500 @A2



P5



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LUR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK



Handwritten signatures and initials:
 [Signature]
 [Initials]
 [Initials]

Fairview
 NEW HOMES Ltd.

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 Telephone: 0208-366 1271 Fax: 0208-366 7219

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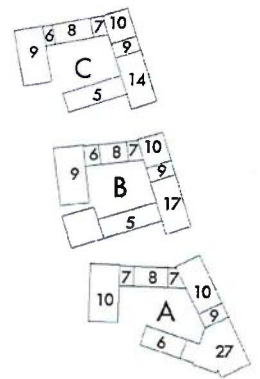
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P1	26/05/2017	For Planning	BT
P2	18/08/2017	For Planning	BT
P3	07/09/2017	GENERAL UPDATE	AG
P5	15/02/2019	TENURE RELOCATION WITHIN BLOCK B	PG

FIRST CENTRAL, PARK ROYAL :
 Third Floor Plan_Tenure
 GENERAL ARRANGEMENT
 FNH423 - 2004

SCALE 1 : 500 @A2



P5



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LIR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

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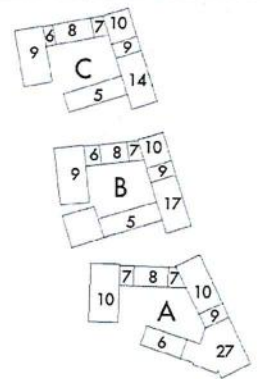
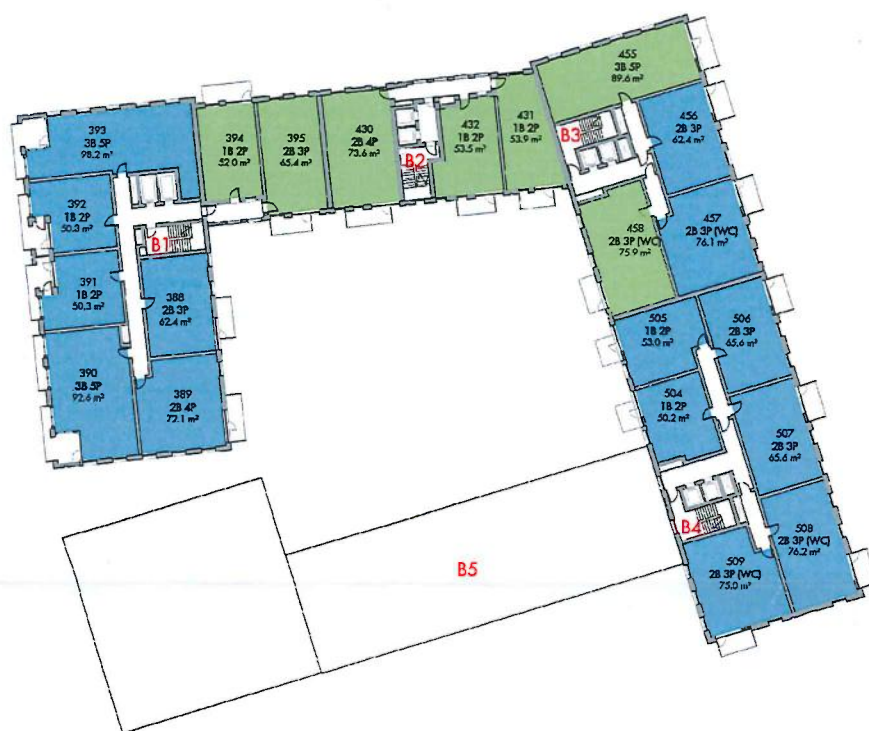
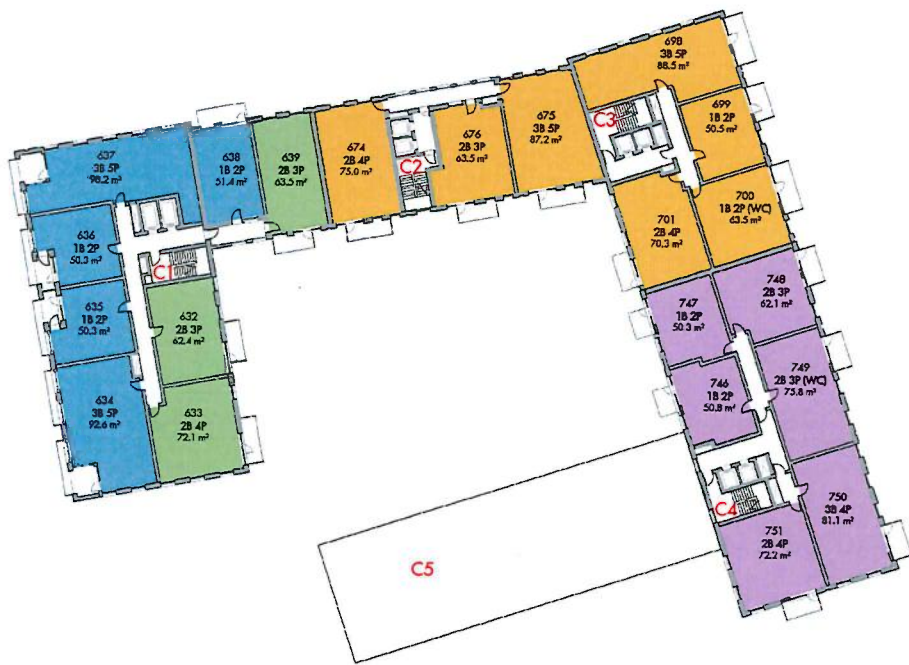
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P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET
P3	07/09/2017	GENERAL UPDATE	AG
P5	15/02/2019	TENURE RELOCATION WITHIN BLOCK B	PG

FIRST CENTRAL, PARK ROYAL :
Fourth Floor Plan_Tenure
GENERAL ARRANGEMENT
FNH423 - 2005

SCALE 1 : 500 @A2



P5



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LUR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Handwritten signature: [Signature]

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REV	DATE	DESCRIPTION	DD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET
P3	07/09/2017	GENERAL UPDATE	AG
P5	15/02/2019	TENURE RELOCATION WITHIN BLOCK B	PG

FIRST CENTRAL, PARK ROYAL :
Fifth Floor Plan_Tenure
GENERAL ARRANGEMENT
FNH423 - 2006

SCALE 1 : 500 @A2



P5

IN WITNESS whereof this Deed has been duly executed as a Deed by the Parties hereto the day and year first before written

Executed as a deed by

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION

acting by:

) 

) JASBIR KAUR SANDHU

)


[Witness]

Authorised Signatory

Executed as a Deed by FAIRVIEW L&Q PARK ROYAL
LLP acting by

ROBERT KENNETH WILLIAMS

Full Name (Director)

in the presence of:

MARK JACKSON

Full Name (Witness)

% 50 LANCASTER ROAD

ENFIELD

BN2 0BY

Address



Signature of Director



Signature of Witness

Executed as a Deed by **GUINNESS LIMITED** acting by

KARA MAJOR

Full Name (Director/Attorney)

Kara Major
Signature of Director/Attorney

in the presence of:

SUKHVEET RAJMO

Full Name (Witness)

LAKESIDE DRIVE

LONDON

NW10 7HQ

Address

[Signature]
Signature of Witness

Executed as a Deed by **FIRST CENTRAL
MANAGEMENT COMPANY LIMITED** acting by

ANTONY WILLIAM BONES

Full Name (Director/Attorney)

[Signature]
Signature of Director/Attorney

in the presence of:

MARK JACKSON

Full Name (Witness)

90 SO LANCASTER ROAD

ENFIELD

EN2 0BY

Address

[Signature]
Signature of Witness