

DATED

2021

(1) THE ROYAL BOROUGH OF GREENWICH

and

(2) LHG GREENWICH LIMITED

**DEED OF MODIFICATION
PURSUANT TO SECTION 106 AND SECTION 106A
OF THE TOWN AND COUNTRY PLANNING ACT
1990 RELATING TO
THE REDEVELOPMENT OF THE FORMER
GREENWICH MAGISTRATES' COURT (INCLUDING
REAR CAR PARK) AT 7-9 BLACKHEATH ROAD
AND 2 GREENWICH HIGH ROAD, GREENWICH
SE10 8PE**

Town Legal LLP
10 Throgmorton Avenue
London EC2N 2DL

THIS DEED is dated the _____ day of _____ 2021

BETWEEN:-

- (1) **ROYAL BOROUGH OF GREENWICH** of the Woolwich Centre, 35 Wellington Street, London SE18 6HQ (the "**Council**"); and
- (2) **LHG GREENWICH LIMITED** (company registration number 10834487) whose registered address is at Lynton House, 54 Clapham South Side, London SW4 9BX (the "**Owner**")

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the 1990 Act and for the area in which the Site is situated.
- (B) The Owner is the registered proprietor with freehold title absolute of the Site under title numbers TGL124471.
- (C) On the 24 June 2020 the Council granted Planning Permission with reference 19/1367/F for the Development and the Original Agreement was entered into.
- (D) On 5 January 2021 the Council validated the Section 96A Application submitted by the Owner for non-material amendments to the Planning Permission.
- (E) The Council and the Owner have agreed to enter into this Deed to vary the Original Agreement to reflect the Section 96A Application.

1. LEGAL EFFECT

- 1.1 This Deed is made pursuant to sections 106, 106A(1)(a) and 106A(2) of the 1990 Act and all other relevant powers with the effect that the planning obligations and covenants contained in the Original Agreement are modified by this Deed to the extent expressly stated herein and shall be enforceable by the Council as local planning authority as if such provisions were provisions of the Original Agreement subject to the terms of this Deed.
- 1.2 The obligations undertakings and covenants on the part of the Owners in this Deed are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and other relevant powers and the said obligations undertakings and covenants are entered into with the intent that they shall be enforceable by the Council not only against the Owner but also against any successors in title to or assigns of their interests in the Site and/or any person claiming through or under it an interest or estate in the Site as if that person had been an original covenanting party in respect of the Site.
- 1.3 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Deed after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 1.4 Subject to the modifications in this Deed the Original Agreement will remain in full force and effect and shall be enforceable by the Council as local planning authority by virtue of their powers referred to in the Original Agreement and this Deed.

2. DATE OF DEED COMING INTO FORCE

- 2.1 The provisions in this Deed shall have operative effect on the date of this Deed save for clause 4 which shall have operative effect once the Section 96A Application has been approved by the Council.

3. **DEFINITIONS**

- 3.1 Save where expressly stated otherwise, words and expressions used in this Deed including the Recitals shall have the same meaning as defined in the Original Agreement.
- 3.2 Unless the context otherwise requires, references in this Deed to "the parties" shall mean the parties to this Deed.
- 3.3 Where in this Deed the following defined terms are used they shall have the following meanings:

- “Deed”** means this deed of modification;
- “Original Agreement”** means an agreement between the parties dated 24 June 2020 made pursuant to section 106 of the 1990 Act and other relevant powers;
- “Section 96A Application”** means the application given planning reference 21/0055/NM made pursuant to section 96A of the 1990 Act for non-material amendments to the Planning Permission, to amend approved phasing plan drawing, alter the approved drawings to include the demolition of the roof and use of basement as Class A1/A2/A3/A4/D1/D2 or ancillary C1 floorspace at 2 Greenwich High Road and apply consequential alterations to conditions 2, 3, 4, 5, 7, 12, 13, 14, 17, 19, 28, 29, 31, 38, 39, 40, 43, 44 and 50.

4. **MODIFICATION OF THE ORIGINAL AGREEMENT**

- 4.1 The parties agree that with effect from the date of the issue of the decision notice confirming approval of the Section 96A Application by the Council, the Original Agreement shall be modified as follows:
 - 4.1.1 New definitions in clause 1 of the Original Agreement shall be added as follows:

- “Phase(s)”** means the phases of Development as shown on the plan entitled “Phasing Plan” in Condition 4 attached to the Planning Permission;

“Section 96A Application” means the application given planning reference 21/0055/NM made pursuant to section 96A of the 1990 Act for non-material amendments to the Planning Permission, to amend approved phasing plan drawing, alter the approved drawings to include the demolition of the roof and use of basement as Class A1/A2/A3/A4/D1/D2 or ancillary C1 floorspace at 2 Greenwich High Road and apply consequential alterations to conditions 2, 3, 4, 5, 7, 12, 13, 14, 17, 19, 28, 29, 31, 38, 39, 40, 43, 44 and 50;

4.1.2 The definition of “Employment and Training Contribution” in clause 1 of the Original Agreement shall be deleted and replaced with the following:

“Employment and Training Contribution” means the contribution of [£152,060] to be paid by the Owner to the Council and split out by Phase towards employment and training programmes in the administrative area of the Council in accordance with Schedule 3;

4.1.3 the definition of “Planning Permission” in clause 1 of the Original Agreement shall be deleted and replaced with the following:

“Planning Permission” means the planning permission for the Development granted by the Council pursuant to the Application generally in the form annexed at Schedule 1, as amended by the Section 96A Application once granted;

4.1.4 Paragraph 1 of Schedule 3 the Original Agreement shall be deleted and replaced with following:

“The Owner shall pay to the Council the Employment Training Contribution in instalments, prior to the Implementation of each Phase, according to the commercial floorspace in that Phase. The Employment Training Contribution is calculated according to the formula in the Council’s Planning Obligations SPD (2015) as £10 per square metre of floorspace for the 15,206 sqm of total commercial floorspace in the Development (Class A1/ A2 / A3 / A4 / D1/D2 or ancillary C1).”

5. COSTS

5.1 The Owners agree to pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council in relation to the negotiation and completion of this Deed) within 28 days of receiving an invoice in relation to the same.

6. RIGHTS OF THIRD PARTIES

The Parties intend that no terms of this Deed may be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party to this Deed.

7. JURISDICTION

- 7.1 This Deed is governed by and interpreted in accordance with the laws of England and Wales.
- 7.2 It is hereby agreed that the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

8. DELIVERY

This Deed is delivered on the date written at the start and the provisions of this Deed shall be of no effect until this Deed has been dated.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

THE COMMON SEAL OF)
THE ROYAL BOROUGH OF GREENWICH was)
hereunto affixed in the)
presence of:

Authorised Signatory

Executed as a deed by)
LHG GREENWICH acting by a director in the)
presence of:)
)

Director

Signature of witness:

Name of witness (BLOCK CAPITALS):

Address:

Occupation:

