

DATED 11th June 2015

ST GEORGE CENTRAL LONDON LIMITED (1)

AND

ST GEORGE PLC (2)

AND

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
HAMMERSMITH AND FULHAM (3)

THIRD DEED OF VARIATION
to an Agreement made pursuant to Section 106 of the Town and
Country Planning Act 1990
Relating to Fulham Reach, London, W6

Ref: KC/32308/2

Minerva House
5 Montague Close
London SE1 9BB
DX: 156810 London Bridge 5

T 020 7593 5000
F 020 7593 5099
www.wslaw.co.uk

Winckworth
Sherwood

Solicitors and
Parliamentary Agents

THIS AGREEMENT is made this 11th day of June 2015

BETWEEN:-

- (1) **ST GEORGE CENTRAL LONDON LIMITED** of St George House, 76 Crown Road, Twickenham, TW1 3EU ("SGCL")
- (2) **ST GEORGE PLC** of St George House, 76 Crown Road, Twickenham TW1 3EU (the "Guarantor")
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH & FULHAM** of Town Hall, King Street, Hammersmith, London W6 9JU (the "Council")

WHEREAS:-

- (A) The Council is the local planning authority for the area within which the Site is situated and by whom the planning obligations contained in this Deed are enforceable for the purposes of the Town and Country Planning Act 1990 and the local highway authority for the purposes of the Highways Act 1980 for the area within which the Site is situated
- (B) SGCL is registered at the Land Registry as proprietor of the Site with freehold title absolute under title number BGL78880
- (C) The Guarantor is the parent company of SGCL and acts as guarantor in relation to SGCL's obligations regarding the Thames Path
- (D) The parties entered into an Agreement dated 23 December 2011 pursuant to Section 106 of the 1990 Act relating to the Land (the "Section 106 Agreement")
- (E) The Section 106 Agreement was varied and supplemented by two previous deeds, dated 25 March 2014 and 14 January 2015 respectively
- (F) This Deed is supplemental and collateral to the Section 106 Agreement, as varied by the abovementioned deeds
- (G) The Parties to the Section 106 Agreement are as provided in this Deed
- (H) The Parties wish to alter the provisions relating to Discounted Market Sales Units

NOW THIS DEED is made in pursuance of the powers contained in Section 106A of the 1990 Act and is a planning obligation for the purposes of Section 106 of the 1990 Act and WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Expressions in this Deed shall save as otherwise stated in this Deed have the meanings given in Clause 1 of the Section 106 Agreement

1.2 Where the context so admits words in this Deed shall be interpreted in accordance with the provisions of Clause 2 of the Section 106 Agreement

2. VARIATION AND SUPPLEMENTATION TO THE SECTION 106 AGREEMENT

2.1 The parties to this Deed hereby agree that on and from the date of this Deed the Section 106 Agreement shall be varied by the deletion (in its entirety) of Clause 2.2 of Schedule 2 as stated in the Section 106 Agreement and its replacements as follows:

“2.2 SGCL shall not permit more than 68% of the Private Residential Units within the Development (taken in total) to be In Occupation unless and until 60% of the Discounted Market Sale Units are Practically Complete unless otherwise agreed with the Council”

3. CONFIRMATION

It is hereby agreed and declared by SGCL, Guarantor and the Council that saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and provisions contained in the Section 106 Agreement shall continue to have full force and effect

4. LEGAL COSTS

4.1 Prior to the execution of this Deed SGCL shall pay the Council's reasonable legal costs incurred with the negotiation preparation and completion of this Deed in the sum of £800.

5. REGISTRATION OF THIS DEED

This Deed is a local land charge and shall be registered by the Council pursuant to the provisions of the Local Land Charges Act 1975 and Section 106(11) of the 1990 Act

IN WITNESS whereof the parties hereunto have executed this Deed the day and year first before written

EXECUTED as a DEED by)
ST GEORGE CENTRAL LONDON LIMITED)
In the presence of)

Director



Director/Secretary



EXECUTED as a DEED by)
ST GEORGE PLC)
Acting by)
two directors or a director and its secretary)

Director



Director/Secretary

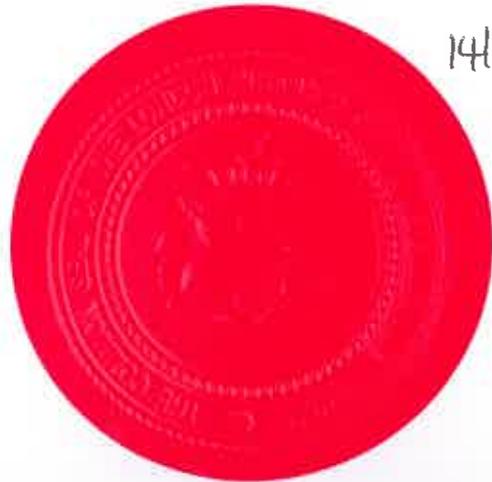


THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF HAMMERSMITH AND)
FULHAM)
affixed hereunto in the presence of:-



Authorised Signatory

Authorised Signatory



14/2094