

**THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF BARNET**

- and -

STANDARD LIFE INVESTMENTS BRENT CROSS LP

- and -

HAMMERSON (BRENT CROSS) LIMITED

- and -

CRICKLEWOOD REGENERATION LIMITED

- and –

HAMMERSON (CRICKLEWOOD) LIMITED

- and –

TRANSPORT FOR LONDON

**THIRD DEED OF VARIATION
PURSUANT TO SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS**

**RELATING TO THE SECTION 106 AGREEMENT DATED 22 JULY 2014
FOR BRENT CROSS CRICKLEWOOD**

[Draft dated 12 April 2017 – Hogan Lovells draft]



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Hogan Lovells International LLP
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CONTENTS

CLAUSE		PAGE
1.	DEFINITIONS AND INTERPRETATION	2
2.	EFFECT OF THIS DEED	3
3.	COMMENCEMENT	3
4.	VARIATIONS TO THE EXISTING 2014 AGREEMENT	3
5.	GENERAL	3

BETWEEN:

- (1) **The Mayor and Burgesses of the London Borough of Barnet** of The Town Hall, The Burroughs, Hendon, London NW4 4BG (the "**LPA**");
- (2) **Standard Life Investments Brent Cross LP** (registered in Scotland with partnership number SL020465) whose principal place of business is at 1 George Street, Edinburgh EH2 2LL ("**SLI**");
- (3) **Hammerson (Brent Cross) Limited** (registered in England and Wales under company number 03377460) whose registered office is at Kings Place, 90 York Way, London N1 9GE ("**HBCL**");
- (4) **Cricklewood Regeneration Limited** (registered in England under company number 03933142) whose registered office is at Kings Place, 90 York Way, London N1 9GE ("**Cricklewood Regeneration Limited**");
- (5) **Hammerson (Cricklewood) Limited** (registered in England under company number 04789711) whose registered office is at Kings Place, 90 York Way, London N1 9GE ("**HCL**"); and
- (6) **Transport for London** of Windsor House 42-50 Victoria Street London SW1H 0TL ("**TfL**").

BACKGROUND:

- (A) Paragraphs (A) to (F) in the Background to the Existing 2014 Agreement, and paragraph (B) in the Background to the Second Deed of Variation, apply to and are incorporated into this Deed.
- (B) The Council holds a conditional option to purchase freehold and/or long leasehold interest(s) of the property registered under freehold title AGL123083 pursuant to an agreement dated 11 July 2016.
- (C) The BXS Developer is a company formed for the purposes of carrying out the Southern Development pursuant to a project agreement entered into with the Council on 11 July 2016.
- (D) On 22 July 2014 the parties entered into the Existing 2014 Agreement related to the S73 Permission.
- (E) On 23 July 2014, the LPA granted the S73 Permission for the Development of the Site.
- (F) On 22 January 2016 the parties entered into the First Deed of Variation to the Existing 2014 Agreement.
- (G) On [] the parties entered into the Second Deed of Variation to the Existing 2014 Agreement.
- (H) This Deed relates to the Re-phasing Application submitted by the BXS Developer pursuant to Condition 4.2 of the S73 Permission and makes provision for regulating the Development and securing the matters referred to in the Existing 2014 Agreement as modified by this Deed.
- (I) This Deed has been prepared pursuant to Clause 14 of the Existing 2014 Agreement.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions set out in the Existing 2014 Agreement shall also apply to this Deed save in so far as they are varied by this Deed or are inconsistent with the additional definitions contained in this Deed or unless the context of this Deed otherwise requires.

1.2 Where in this Deed the following additional defined terms and expressions are used, they shall have the following respective meanings unless the context otherwise requires:

"BXS Developer" means BXS Limited Partnership, an English limited partnership registered with number LP17353, acting by its general partner BXS GP Limited, an English private limited company registered with number 10114429 and whose registered office is at 4 Stable Street, London N1 4AB.

"Existing 2014 Agreement" means the agreement dated 22 July 2014 entered into by the parties pursuant to Section 106 of the 1990 Act and other statutory provisions as varied by the First Deed of Variation.

"First Deed of Variation" means the deed of variation dated 22 January 2016 entered into by the parties pursuant to Section 106A of the 1990 Act and other statutory provisions.

"Re-phasing Application" means the application with reference [] submitted to the LPA by the BXS Developer pursuant to Condition 4.2 of the S73 Permission to:

(a) re-phase a number of plots and infrastructure items between Phases 1A (South), Phase 1B (South), Phase 1C and Phase 2 (South); and

(b) make associated changes to the Indicative Phasing Parameter Plan (Parameter Plan 029),

which has been submitted together with an application to amend the Glossary to the S73 Permission pursuant to condition 1.30 of the S73 Permission.

"Re-phasing Approval" means the approval to be granted by the LPA in respect of the Re-phasing Application in the form of the draft attached to this Deed at Schedule 4.

"Second Deed of Variation" means the deed of variation dated [] entered into by the parties pursuant to section 106A of the 1990 Act and other statutory provisions.

1.3 Subject to paragraphs (A) and (B) above, Clause 1 in the Existing 2014 Agreement relating to its interpretation applies to this Deed with any necessary consequential amendments (except as expressly varied in this Deed).

2. EFFECT OF THIS DEED

2.1 This Deed is made pursuant to Section 106A of the 1990 Act and the other provisions mentioned in Clauses 2.1 to 2.3 of the Existing 2014 Agreement to the extent mentioned in those Clauses.

2.2 The parties agree that the Existing 2014 Agreement shall be varied as set out in this Deed but shall otherwise remain in full force and effect (in so far as the obligations in the Existing 2014 Agreement have not been discharged) and the Brent Cross Partners' and CRL's obligations and covenants contained in this Deed:

- (a) are covenants and planning obligations to which the statutory provisions referred to in Clause 2.1 apply;
- (b) relate to the whole or relevant part of the Site (as the case may be); and
- (c) are enforceable by the LPA as the local planning authority and TfL to the extent set out in Clauses 2.1 to 2.3 of the Existing 2014 Agreement.

2.3 Clauses 2.4 to 2.11, 4.7 to 4.13, 6, 7, 9, 11, 12, 13.2, 16 and 17 of the Existing 2014 Agreement apply to this Deed with any necessary consequential amendments.

3. COMMENCEMENT

3.1 This Deed shall not take effect until the Re-phasing Approval has been granted (but for the avoidance of doubt without prejudice to the effect of Clause 3 in the Existing 2014 Agreement).

3.2 The Council agrees that it will issue the Re-phasing Approval within three Working Days of the date of this Deed.

4. VARIATIONS TO THE EXISTING 2014 AGREEMENT

4.1 The Existing 2014 Agreement shall be read and construed with the following amendments:

- (a) Schedule 1 (Defined Terms) of the Existing 2014 Agreement shall be varied as set out in Schedule 1 to this Deed.
- (b) Schedule 2 (Obligations to LPA) of the Existing 2014 Agreement shall be varied as set out in Schedule 2 to this Deed.
- (c) Schedule 8 (Drawings) of the Existing 2014 Agreement shall be varied as set out in Schedule 3 to this Deed.

5. GENERAL

5.1 This Deed shall be read and construed as if the variations and supplemental provisions set out had appeared in the Existing 2014 Agreement as originally executed.

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

5.3 This Deed will be terminated and cease to have any further effect as follows:

- (a) Clause 4 of this Deed will terminate and cease to have any further effect if the Re-phasing Approval and/or the S73 Permission is quashed, revoked or otherwise withdrawn without the consent of the BXS Developer or the Brent Cross Partners.
 - (b) This Deed will terminate and cease to have any further effect if the S73 Permission expires without the Development having begun in accordance with Conditions 1.1 to 1.4 of the S73 Permission.
- 5.4 The BXS Developer agrees to pay on or prior to completion of this Deed the reasonable and proper legal costs of the LPA and TfL incurred in relation to the preparation and completion of this Deed.

IN WITNESS whereof this Deed has been executed and delivered as a deed by the parties hereto on the date which appears at the head of this document.

SCHEDULE 1

AMENDMENTS TO SCHEDULE 1 (DEFINED TERMS)

1. Under Schedule 1 (Defined Terms) of the Existing 2014 Agreement the following definitions shall be amended to read as follows:

"Claremont Park Road"	means the creation (as part of Phase 1A (South) and Phase 2 (South) respectively) of a new road immediately north of Claremont Park in accordance Section B2.2, with an illustrative space typology shown in Section B2.2.2, of the Design Guidelines and as set out in the following plans: <ul style="list-style-type: none">• Parameter Plan 002;• Illustrative Infrastructure Drawing Ref No 649 SK 00 326;
"Community Facilities (Market Quarter Zone)"	means 1,000 sq m gross external floorspace of the multi-use flexible floorspace the whole or part of which is to be provided as part of either Phase 1B (South) and/or Phase 1C in the Market Quarter Zone illustratively shown within the vicinity of Plots 11, 12 and 13 on the Indicative Phasing Parameter Plan and outlined by reference to its anticipated primary use in Table 8a of Appendix 2 of the DSF and to be provided in accordance with paragraphs 2.35 to 2.36, and Table 11 of the DSF and to be used for the purpose of providing community facilities which may include multi-functional space meeting rooms play space recreation cooking and dining areas and arts and cultural activities available for use by residents of the Development;
"Detailed Delivery (Non-PDP) Programme"	means the detailed delivery programme relating to the delivery of Critical Infrastructure in the Phases or Sub-Phases which are outside the Primary Development Package and which is to be approved in accordance with Condition 5.2 of the S73 Permission and includes any subsequent variations of such programme approved in accordance with Condition 5.2, 5.3 and 5.4 of the S73 Permission;
"Market Square"	means the new market square of 0.68 ha to be provided in the Market Quarter Zone in accordance with the parameters and principles set out in (a) paragraph 5.30 and Table 5 of the DSF in the general vicinity of the location marked "M2" on Parameter Plan 003 and the indicative layout showing how such square could be carried out as part of the Market Quarter Zone in accordance with the parameters and principles approved under the S73 Permission is shown on the Indicative Zonal Layout Parameter Plan 020 (b) the description and principles in the text at page 136, 138 and 139 of the PROSS and (c) Section 3.2 of the

Design Guidelines and with an illustrative space typology diagram shown in 3.2.5;

"Phase 1A"

means:

- (a) Phase 1A (North) as shown for indicative purposes on Plan 8 in Schedule 8; and
- (b) Phase 1A (South) Plot Development and Critical Infrastructure as defined under "Phase 1A (South)";

"Phase 1A (South)"

means the following Critical Infrastructure comprised in Phase 1 in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1A (South) Necessary Consents and the relevant Phase 1A (South) Details (subject to any amendments approved in accordance with Condition 4.2 of the S73 Permission):

- (a) A5/Diverted Geron Way (Waste Handling Facility) Junction; and
- (b) Claremont Park Road (Part 1);

"Phase 1B"

- (a) Phase 1B (North) as shown for indicative purposes on Plan 10 in Schedule 8; and
- (b) Phase 1B (South) Plot Development and Critical Infrastructure as defined under "Phase 1B (South)";

"Phase 1B (South)"

means the Plot Development and the Critical Infrastructure listed below all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1B (South) Necessary Consents and the relevant Phase 1B (South) Details (subject to any amendments approved in accordance with Condition 4.2 of the S73 Permission):

- (a) Plot Development in relation to Plots 12 (subject to compliance with Conditions 35.3, 35.4 and 35.6 of the S73 Permission), 51, 63 and 82;
- (b) Clarefield Park Temporary Replacement Open Space;
- (c) Whitefield Estate Replacement Units (Part 2);
- (d) Claremont Park;
- (e) Clitterhouse Playing Fields (Part 1);

- (f) Claremont Avenue;
- (g) Claremont Road Junction North;
- (h) High Street South (East Works);
- (i) Orchard Lane; and
- (j) Community Facilities (Market Quarter Zone) (if not provided (in whole or part) as part of Phase 1C);

"Phase 1C"

means the Plot Development and the Critical Infrastructure listed below all of which Critical Infrastructure shall be in accordance with the Primary Development Delivery Programme pursuant to the relevant Overarching Delivery Obligations and all relevant Phase 1C Necessary Consents and the relevant Phase 1C Details (subject to any amendments approved in accordance with Condition 4.2 of the S73 Permission):

- (a) Plot Development in relation to Plots 11, 13 and 62;
- (b) Temporary Health Centre;
- (c) Neighbourhood Police Unit (Market Quarter); and
- (d) Community Facilities (Market Quarter Zone) (if not provided (in whole or part) as part of Phase 1B (South));

"Phase 2 (South)"

means:

- (a) all Plot Development in relation to Plots 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, 27, 28, 30, 37, 45, 46, 58, 59, 64, 65, 66, 67, 68, 73, 74, 75, 76, 80 and 93; and
- (b) Critical Infrastructure and works (including School Green Corridor, School Lane, Brent Terrace Green Corridor, Clitterhouse Playing Fields (Part 2), Claremont Park Road (Part 2) and Market Square);

forming part of Phase 2 (South) the Critical Infrastructure element of which shall be delivered in accordance with the Detailed Delivery (Non-PDP) Programme in accordance with the relevant Overarching Delivery Obligations and all relevant Necessary Consents and the relevant Phase 2 (South) Details (subject to any amendments approved in accordance with Condition 4.2);

"Primary Development"

means a detailed delivery programme relating to

"Delivery Programme"	Critical Infrastructure in the whole or any part of the Primary Development Package to be approved under Condition 5.1 of the S73 Permission and any subsequent variations approved in accordance with the relevant Condition of the S73 Permission;
"Primary Development Package"	means those elements of the Development described in Section 6 (and paragraphs 6.26 to 6.31 in particular) of the DSF;
"School Green Corridor"	means new green corridor with a width of 3m to be provided in accordance with the parameters and principles set out in (a) paragraph 5.58 of the DSF in the Brent Terrace Zone in the general vicinity of the north western boundary of the existing Claremont Primary School site and approximate location marked "GC6" on Parameter Plan 003 and in respect of which the indicative layout showing how such green corridor could be carried out as part of the Brent Terrace Zone in accordance with the parameters and principles approved under the S73 Permission is shown on Indicative Zonal Layout Parameter Plan 23;
"School Lane"	means the part of School Lane that runs East from Market Square;
"Southern Development"	<p>means those parts of the Development comprising the majority of the Development located south of the A406 and associated works for roads, other ways bridges and Critical Infrastructure and other associated works and operational development forming part of the Development (whether located south of the A406 or otherwise) comprised in Phase 1 (South) Phase 2 (South) and Phases 3 to 7 the location of which are illustrated on the following plans:</p> <ul style="list-style-type: none">(a) within the areas south of the A406 shaded yellow on the attached "Northern / Southern Development" plan numbered 4 in Schedule 8 (including such parts of the Development as is indicated on the Indicative Phasing Parameter Plan); and(b) within the Clitterhouse Playing Fields shown cross hatched yellow and blue on Plan 4 in Schedule 8, <p>except for the Clitterhouse Playing Fields Improvements (Part 1) the Claremont Park Improvements and the Replacement Whitefield Estate Units (Part 1) which are to be provided as part of the Northern Development;</p>

SCHEDULE 2

AMENDMENTS TO SCHEDULE 2 (OBLIGATIONS TO LPA)

1. The heading above Schedule 2, paragraph 2.1.13 of the Existing 2014 Agreement shall be amended to read "Primary Development Package".
2. Schedule 2, paragraphs 2.1.13 to 2.1.19 (inclusive) of the Existing 2014 Agreement shall be amended to read as follows:

2.1.13 *CRL (so as to bind the land for Phase 1A (South), Phase 1B (South), Phase 1C or Phase 2 (as the case may require)) covenants that (unless the LPA otherwise agrees in accordance with clauses 4.7 to 4.9 above):*

(a) *Phase 1A (South) shall not Commence unless and until all:*

- (i) *Phase 1A (South) Pre Commencement Reserved Matters Approvals;*
- (ii) *Phase 1A (South) Pre Commencement Other Matters Approvals; and*
- (iii) *Necessary Consents for the Critical Infrastructure (Pre-Phase) in Phase 1A (South),*

have been secured to enable CRL to Commence Phase 1A (South) in accordance with the conditions contained in the S73 Permission and the Obligations in this Agreement;

(b) *Phase 1B (South) shall not Commence unless and until all:*

- (i) *Phase 1B (South) Pre Commencement Reserved Matters Approvals;*
- (ii) *Phase 1B (South) Pre Commencement Other Matters Approvals; and*
- (iii) *Necessary Consents for the Critical Infrastructure (Pre-Phase) in Phase 1B (South),*

have been secured to enable CRL to Commence Phase 1B (South) in accordance with the conditions contained in the S73 Permission and the Obligations in this Agreement;

(c) *Phase 1C shall not Commence unless and until all:*

- (i) *Reserved Matters Approvals for the Critical Infrastructure (Pre-Phase) in Phase 1C;*
- (ii) *Other Matters Approvals required before Commencement of Phase 1C; and*
- (iii) *Necessary Consents for the Critical Infrastructure (Pre-Phase) in Phase 1C,*

have been secured to enable CRL to Commence Phase 1C in accordance with the conditions contained in the S73 Permission and the Obligations in this Agreement;

(d) *Phase 2 shall not Commence unless and until all:*

- (i) *Reserved Matters Approvals for the Critical Infrastructure (Pre-Phase) in Phase 2;*

- (ii) Other Matters Approvals required before Commencement of Phase 2; and
- (iii) Necessary Consents for the Critical Infrastructure (Pre-Phase) in Phase 2.

have been secured to enable CRL to Commence Phase 2 in accordance with the conditions contained in the S73 Permission and the Obligations in this Agreement;

This obligation in paragraph 2.1.13 above shall take effect from the date when the S73 Permission is granted.

2.1.14 CRL (so as to bind the land for Phase 1 (South) and Phase 2) covenants (subject to paragraphs 2.1.15 to 2.1.20 of this Schedule) as follows:

- (a) after CRL has Commenced Phase 1A (South), CRL shall use all reasonable endeavours to Practically Complete all of the Critical Infrastructure in Phase 1A (South);
- (b) after CRL has Commenced Phase 1B (South), CRL shall use all reasonable endeavours to Practically Complete all of the Critical Infrastructure in Phase 1B (South);
- (c) after CRL has Commenced Phase 1C, CRL shall use all reasonable endeavours to Practically Complete all of the Critical Infrastructure in Phase 1C; and
- (d) after CRL has Commenced Phase 2, CRL shall use all reasonable endeavours to Practically Complete all of the Critical Infrastructure in Phase 2,

in accordance with the relevant Primary Development Delivery Programme (unless the LPA otherwise agrees in accordance with clauses 4.7 to 4.9 above) and subject to CRL not being liable for any delay if and to the extent that it shall be attributable to Force Majeure.

The obligation in paragraph 2.1.14(a) above shall take effect forthwith after the Commencement of Phase 1A (South), paragraph 2.1.14(b) above shall take effect forthwith after the Commencement of Phase 1B (South), paragraph 2.1.14(c) above shall take effect forthwith after the Commencement of Phase 1C and paragraph 2.1.14(d) above shall take effect forthwith after the Commencement of Phase 2.

2.1.15 The provisions of these paragraphs 2.1.15 to 2.1.20 inclusive of this Schedule 2 shall apply after Phase 1A (South), Phase 1B (South), Phase 1C or Phase 2 respectively (as the case may require) shall have been Commenced in accordance with the S73 Permission and all relevant Planning Obligations contained in this Agreement, and:

- (a) where subsequent supervening events beyond the reasonable control of CRL, such as a collapse in the property market or some other supervening event having the effect of making Phase 1 (South) or Phase 2 retrospectively Unviable as a whole (and for the avoidance of doubt Viability shall be calculated for this purpose by reference to the Phase 1A (South), Phase 1B (South) and Phase 1C as a whole and not only by reference to such parts of them as remain to be completed at the relevant time) or making Phase 2 retrospectively Unviable; and
- (b) where such supervening events have arisen in a way which was neither foreseen nor reasonably foreseeable prior to Commencement of the Phase 1A (South), Phase 1B (South), Phase 1C or Phase 2 (as the case may be); and
- (c) the circumstances as a whole are such that would reasonably justify a delay in the delivery and completion of the Critical Infrastructure in Phase 1A (South), Phase 1B (South), Phase 1C and / or Phase 2 (as the case may be).

2.1.16 *Where paragraph 2.1.15 of this Schedule 2 applies (but not otherwise) and subject to obtaining the LPA's prior written consent CRL may suspend the carrying out of any of the Critical Infrastructure which forms part of Phase 1A (South), Phase 1B (South), Phase 1C and / or Phase 2 (as the case may be) but on which (in accordance with the Primary Development Delivery Programme) work has not yet been Commenced PROVIDED THAT:*

- (a) *any consent to the suspension of the obligation to deliver the Critical Infrastructure in accordance with this paragraph shall be entirely without prejudice to any obligations to deliver and complete any works in relation to any highways and/or bridges under any completed agreements and bonds under the Highways Act 1980 and/or any related statutory provisions; and*
- (b) *nothing in this paragraph 2.1.16 shall require the Council and/or TfL and/or the Highways Agency (in their capacities as the relevant highways authorities) (as the case may be) to include within any such highways agreements the suspension provisions set out in this paragraph 2.1.*

2.1.17 *In considering any application for its prior written consent under paragraph 2.1.16 of this Schedule 2 the LPA shall have proper regard to the need (and shall be entitled to impose conditions or require such planning obligations as may be reasonably necessary or expedient in order) to ensure that:*

- (a) *the provision of Critical Infrastructure matches the delivery of Plot Development in Phase 1A (South), Phase 1B (South), Phase 1C and Phase 2 in accordance with:*
 - (i) *the assumptions set out in the Environmental Statement;*
 - (ii) *the Transport Assessment; and*
 - (iii) *the approved Phase Transport Reports,*

for Phase 1A (South), 1B (South), Phase 1C and Phase 2 after they have respectively Commenced and the requirements of the S73 Permission (including all relevant Other Matters Approvals, Necessary Consents and Reserved Matters Approvals); and

- (b) *there are appropriate requirements to mitigate or avert the impacts and/or risks of suspension (or of leaving any Critical Infrastructure incomplete) as at the time when such operations are suspended; and*
- (c) *(subject to paragraphs 2.1.15 and 2.1.20 of this Schedule 2) works are resumed in accordance with paragraph 2.1.18 of this Schedule 2 as soon as reasonably practicable after the date when the suspension of works Commences in accordance with these provisions.*

2.1.18 *Prior to resumption by CRL of works within Phase 1A (South), 1B (South), Phase 1C and / or Phase 2 (as the case may be) which have been duly suspended under paragraph 2.1.15 of this Schedule 2, CRL shall:*

- (a) *first submit and obtain the LPA's approval to a revised Primary Development Delivery Programme for the Critical Infrastructure in Phase 1A (South), 1B (South), Phase 1C and / or Phase 2 (as the case may require) in accordance with Condition 5.4 of the S73 Permission; and*
- (b) *thereafter the obligation to deliver the Critical Infrastructure in Phase 1A (South), 1B (South), Phase 1C and / or Phase 2 (as the case may require) in accordance with paragraph 2.1.14 of this Schedule shall be based on the Primary Development Delivery Programme as so revised under this paragraph.*

- 2.1.19 *Suspension under the provisions envisaged in paragraphs 2.1.15 to 2.1.18 of this Schedule will not be permitted in relation to any of the following:*
- (a) *the Replacement Primary School (save to the extent that such school has been or is to be re-provided by the Council pursuant to paragraph 5.2 of this Schedule 2); and / or*
 - (b) *the Whitefield Estate Replacement Units (Part 2).*
3. Schedule 2, paragraph 2.2 of the Existing 2014 Agreement shall be amended to read as follows:
- 2.2 *Other Phases of the Southern Development (outside the Primary Development Package)*
4. Schedule 2, paragraph 2.2.2 of the Existing 2014 Agreement shall be varied by deleting the words "Southern Primary Development Package" and replacing those words with "Primary Development Package".
5. Schedule 2, paragraph 2.2.7 of the Existing 2014 Agreement shall be amended to read as follows:
- 2.2.7 *CRL (so as to bind the land in each Phase or Sub-Phase outside of the Primary Development Package separately) (after it has Commenced the relevant Phase or Sub-Phase of the Southern Development outside the Primary Development Package) covenants to use all reasonable endeavours to obtain approval to the Details of all Critical Infrastructure (Non Pre Phase) in the relevant Phase or Sub-Phase within the Southern Development respectively (other than the Primary Development Package) and to obtain and complete all Necessary Consents (including all Other Matters Approvals and Reserved Matters Approvals) for such Critical Infrastructure (Non Pre Phase) respectively in time to Commence such infrastructure and to deliver it in accordance with the Detailed Delivery (Non PDP) Programme (subject to CRL being able to suspend this obligation in accordance with paragraphs 2.2.2 to 2.2.5 of this Schedule 2).*
6. Schedule 2, paragraph 8.3.2 of the Existing 2014 Agreement shall be varied so that the reference to "Phase 1B (South)" is a reference to "Phase 1B (South) and/or Phase 1C (as applicable)".
7. Schedule 2, paragraph 10.2.13 of the Existing 2014 Agreement shall be varied so that the reference to "Phase 1B (South)" is a reference to "Phase 2".

SCHEDULE 3

AMENDMENTS TO SCHEDULE 8 (DRAWINGS)

1. The parties agree that the following definitions of the drawings referred to and included at Schedule 8 of the Existing 2014 Agreement shall replace the equivalent existing definitions:
 - (a) Plan 9 – NOT USED
 - (b) Plan 11 – NOT USED
 - (c) Plan 12 – NOT USED

SCHEDULE 4

DRAFT RE-PHASING APPROVAL

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** was affixed to this Deed in the presence of:)
)
)
)

Authorised Signatory

Subscribed for and on behalf of **STANDARD LIFE INVESTMENTS BRENT CROSS GENERAL PARTNER LIMITED** as the general partner for and on behalf of **STANDARD LIFE INVESTMENTS BRENT CROSS LP**)
)
)
)
)
)

by Director

at

on

In the presence of this witness:

Signature

Name

Address

.....

Executed as a Deed by **HAMMERSON (BRENT CROSS) LIMITED** in the presence of:)
)
)

Director

Director/Secretary

Executed as a Deed by **CRICKLEWOOD**)
REGENERATION LIMITED in the presence of:)
)

Director

Director/Secretary

Executed as a Deed by **HAMMERSON**)
(CRICKLEWOOD) LIMITED in the presence of:)
)

Director

Director/Secretary

The corporate seal of **TRANSPORT FOR**)
LONDON was affixed to this Deed in the)
presence of:)

Authorised signatory