

THIS DEED OF AGREEMENT is made the *25th* day of *April* Two thousand and ten BETWEEN THE COUNCIL OF THE LONDON BOROUGH OF RICHMOND UPON THAMES of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the Council") of the one part and NOTTING HILL HOME OWNERSHIP LIMITED (company registration No. IP23066R) whose registered office is situate at 1 Butterwick Hammersmith London W6 8DL ("the Owner") of the other part

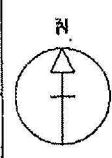
INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:-

"the 1990 Act"	the Town & Country Planning Act 1990
"Accredited Car Club Provider"	an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment therefor
"Affordable Housing"	housing irrespective of tenure or ownership that will be available to people who cannot afford to rent or buy houses generally available on the open market and as more extensively defined in the Government Housing Policy Statement PPS3 insofar as the same is relevant in the context of this Deed
"the Affordable Housing Units"	the 52 residential units comprised in the Development
"Car Club"	a local club operated and managed by an Accredited Car Club Provider in which members can book cars owned by the Accredited Car Club Provider and park in the Car Club Spaces and use them for the period of the booking
"Car Club Spaces"	a maximum of two (2) spaces within the Development as designated by the Owner
"Car Plus"	the national charity promoting responsible car use and which operates an accreditation scheme for Car Clubs
"Core Strategy"	the Core Strategy in the Council's Local Development Framework
"the Development"	the development described in the Planning Application
"Grant"	funding provided by the Homes and Communities Agency and/or the Council for the purposes of assisting in the provision of Affordable Housing
"Homes and Communities Agency"	the housing and regeneration agency for England established pursuant to the Housing and Regeneration Act

LR

TITLE NUMBER
TGL246372



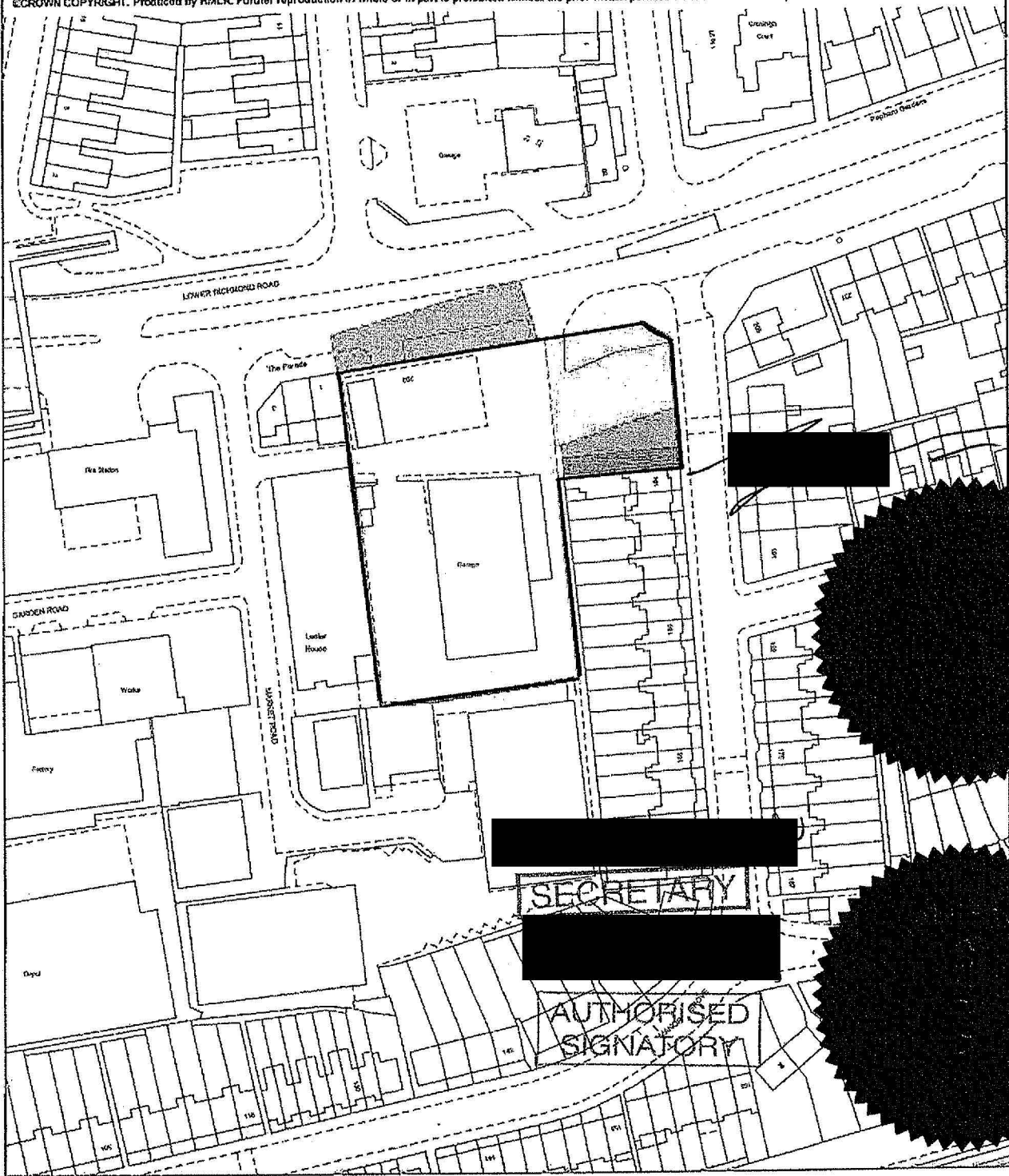
RICHMOND UPON THAMES

ORDNANCE SURVEY MAP REFERENCE:

TQ1975NW

SCALE 1:1250

ECROWN COPYRIGHT. Produced by HMLR. Further reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD 272728.



This title plan shows the general position of the boundaries: it does not show the exact line of the boundaries. Measurements scaled from this plan may not match measurements between the same points on the ground. For more information see Land Registry Public Guide 7 - Title Plans.

This official copy shows the state of the title plan on 15 March 2005 at 11:47:17. It may be subject to distortions in scale. Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original. Issued on 15 March 2005.

This title is dealt with by the Telford District Land Registry.



2008 and which exercises the functions of the former Housing Corporation in relation to financial assistance for new and affordable homes (or any successor body)

"Material Start"

the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act provided that any of the following operations shall not be taken to be a "material operation" for the purposes of this Deed:

- (a) ground investigations or site survey works;
- (b) laying and/or diversion of existing services and service media;
- (c) piling works;
- (d) underground preparatory works;
- (e) construction of boundary fencing or hoardings;
- (f) construction of access or service roads;
- (g) archaeological investigation;
- (h) noise attenuation works;
- (i) temporary structures and buildings; and
- (j) site clearance, demolition or remedial work in respect of any contamination or other adverse ground conditions

"Monitoring Fee"

the sum of five thousand eight hundred and eighty-eight pounds and thirty pence (£5, 888.30)

"Nomination Agreement"

an agreement in respect of the Rented Units substantially in the form set out in the Second Schedule hereto and made between the Council and the Owner (or another Registered Provider)

"Occupation"

means beneficial occupation of the Development and "occupy" "occupation" and "occupied" and all cognate expressions shall be construed accordingly and for the avoidance of doubt such expressions shall not include occupation for the purposes of site survey, investigation, construction, fitting out or security;

"the Planning Application"

a planning application for the Development received by the Council on 7th August 2009 bearing reference number 09/2104/FUL for the redevelopment of the Property to provide a mixed use scheme comprising 52 residential units with a gross internal area of 1,018 square metres and commercial floorspace within Class B1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987

"Planning Permission"	the planning permission for the Development to be granted pursuant to the Planning Application
"the Property"	the property shown edged with a heavy black line on the attached plan and being known as 293 Lower Richmond Road Richmond TW9 4LU in the London Borough of Richmond upon Thames
"Protected Tenant"	any tenant who: <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the Housing Act 1996 (or under the purchase grant scheme pursuant to the Housing Act 1996) or any statutory provision for the time being in force (or any equivalent contractual right); or (b) has exercised any statutory right to buy (or any equivalent contractual right);
"Registered Housing Provider"	any of the following: <ul style="list-style-type: none"> (a) one or more registered providers of social housing with the meaning of the Housing and Regeneration Act 2008 (and any amendment re-enactment or successor provisions) including its successors and assigns from time to time; (b) another provider of social housing; (c) any other body proposed by the Owner and approved in writing by the Council (acting reasonably);
"Rented Units"	20 of the Affordable Housing Units to be used or occupied on Social Rent Terms
"Shared Ownership Terms"	terms pursuant to a lease of an Affordable Housing Unit disposal of a type described in paragraph (a) of the definition of "disposal on shared ownership terms" in section 2(6) of the Housing Act 1996
"Social Rent Terms"	letting an Affordable Housing Unit on a rental basis the rent level to be in compliance with the target rents (from time to time) determined by the Tenant Services Authority or any successor
"UDP"	the Council's Unitary Development Plan – First Review

WHEREAS:

- (1) the Council is the Local Planning Authority for the administrative area within which the Property is situate for the purposes of the Town and Country Planning Act 1990 and by whom the obligations in this Deed are enforceable
- (2) the Owner is registered at the Land Registry with title absolute under title number TGL246372 as the freehold proprietor of the Property
- (3) Policy CCE8 of the Core Strategy provides that the Council will ensure that the provision of schools pre-school places and other educational and training facilities meet the needs of residents
- (4) Policy CP15 of the Core Strategy provides that in housing developments a provision should be made for affordable housing (as defined in the Core Strategy)
- (5) Policy EMP4 of the UDP provides that the housing to be provided on former employment sites should be for affordable housing
- (6) Policy TRN2 and TRN 4 of the UDP provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it, new development should be acceptable in terms of traffic generation and traffic impact and will encourage car free or limited car owning residential developments in locations which are within controlled parking zones and easily accessible by public transport and where there is a range of amenities including shops and services
- (7) In December 2006 the Council adopted as Supplementary Planning Guidance a Car Club Strategy which provides inter alia that the Council will encourage new car club provision in the locality of a development through the Council's Accredited Car Club Provider or where appropriate and where capacity exists affiliation to the preferred Accredited Car Club Provider's Car Club

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made pursuant to Sections 106 of the 1990 Act and all other powers as a planning obligation
2. THE Council hereby COVENANTS with the Owner:
 - 2.1 to accept the Owner's covenants contained in Clause 3 hereof and to use any payment to be made to it pursuant to paragraphs 4 and 8 of the First Schedule hereto for the provision of educational facilities and monitoring section 106 obligations respectively and that the Monitoring Fee shall not be expended or applied otherwise than upon monitoring observance and performance of the obligations herein and upon the administration of the provisions of this Deed
 - 2.2 to grant the Planning Permission on the date hereof.
3. THE Owner hereby COVENANTS with the Council:-
 - (a) to give notice to the Council of its intention to begin the Development at least seven days before making a Material Start;
 - (b) to fulfill the obligations on its part contained in the First Schedule hereto;
 - (c) on the execution hereof pay the Council's costs incurred in the preparation and settlement of this Deed in the sum of six hundred and seventy-five pounds (£675)

save that the obligations in clause 3(b) and the First Schedule to this Deed are subject to and conditional upon both the grant of the Planning Permission and a Material Start occurring

4. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

- (a) nothing contained or implied in this Deed shall prejudice or affect the properly exercised rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (b) if any provision in this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- (c) the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

Local land charge provisions

- (d) this Deed shall be registered in the Council's Register of Local Land Charges immediately on completion thereof
- (e) the Council will immediately effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner hereunder have been wholly performed or discharged

Reference to statutes and statutory instruments

- (f) references in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Liability of subsequent owners and release of former owners

- (g) the provisions hereof shall be enforceable by the Council against all persons who shall have derived title through or under the Owner in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such person has parted with all of its interest in such land) PROVIDED ALWAYS:

- (i) and the Council COVENANTS that such provisions shall not be enforceable against the lessees or owners of individual dwellings offices or other commercial units within the Property or the mortgagees or chargees of such persons
- (ii) the provisions of the First Schedule paragraphs 1 to 4 (inclusive) shall not be binding upon:
 - a mortgagee or chargee of any Registered Housing Provider of the Affordable Housing Units or any receiver or manager or administrative receiver appointed by such mortgagee or chargee ("Mortgagee") nor on any person or persons deriving title from such Mortgagee or any successor or successors in title therefrom (whether directly or indirectly) and once disposed of by a

Mortgagee the Affordable Housing Units so disposed of shall thereafter be free of the restrictions and provisions of paragraphs 1 to 4 (inclusive) of the First Schedule nor

- any Protected Tenant nor any successors in title thereto or person deriving title therefrom (whether directly or indirectly) and once disposed of the Affordable Housing Unit in question shall thereafter be free of the restrictions and the provisions of paragraph 1 to 4 (inclusive) of the First Schedule nor
- any lessee or mortgagee of any lessee of an Affordable Housing Unit and shall cease to apply to and bind any such unit where such lessee or mortgagee has acquired 100% of the equity in such unit.

Variations

- (h) the covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of all the relevant parties or by a subsequent deed of variation entered into by the relevant parties

English law applicable

- (i) the construction validity and performance of this Deed shall be governed by English law and the parties hereto shall submit to the jurisdiction of the English courts

VAT clauses

- (j) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (k) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

Effect of revocation of planning permission

- (l) in the event of the Planning Permission being quashed or revoked by the Council or any other authority having powers in relation to planning matters the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner such monies as have been paid to it pursuant to Clause 3(b) hereof and the First Schedule hereto together with interest thereon at the base rate of Barclays Bank plc from the date of receipt of such monies until the same are repaid

Waivers not to be of a continuing nature

- (m) no waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

Dispute Provision

- (n) (i) that in the event of any dispute arising in respect of any matter contained in this Deed then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the parties to the

dispute or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto (save in the case of manifest error) and whose costs shall be in his award

- (ii) that the expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties to the dispute within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (28) days from the date of his appointment to act
- (iii) that the expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and his decision shall be given in writing within twenty eight (28) days of his appointment with reasons and in the absence of manifest error shall be binding on the said parties

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

FIRST SCHEDULE

Affordable Housing Provision

1. The Affordable Housing Units shall be constructed in accordance with the Homes and Communities Agency's Design and Quality Standards and Housing Quality Indicators applicable to new schemes as in force at the date of this Deed as well as in accordance with Level 3 of the Code for Sustainable Homes ("Standards") or such other versions of the Standards as the Owner is obliged to comply with as a condition of its Grant for the Property
2. Subject to clause 4(g) of this Deed:
 - 2.1 the Affordable Housing Units shall be used for Affordable Housing and the Rented Units will be occupied on Social Rent Terms;
 - 2.2 the Rented Units may not be occupied other than on Social Rent Terms
 - 2.3 the remainder of the Affordable Housing Units (excluding the Rented Units) shall be used or occupied
 - (a) on Social Rent Terms and/or

(b) on Shared Ownership Terms to a household with a gross income which is a low to moderate income as defined in Supplementary Planning Guidance to the UDP published from time to time and which at the date hereof is an income not exceeding thirty-five thousand pounds (£35,000) per annum gross such sum to be further revised in accordance with any revision of the Council's Supplementary Planning Guidance on Affordable Housing or other equivalent document under the LDF PROVIDED THAT such threshold shall not be revised to less than £35,000 per annum and PROVIDED FURTHER THAT the Owner may apply to the Council to vary the figure of £35,000 per annum in respect of any specific disposal and the Council shall not unreasonably refuse or delay such request and in the event of dispute the matter shall be resolved in accordance with Clause 4(n) of this Deed

Nomination Agreement

3. Before any of the Rented Units to be erected as part of the Development are first Occupied following practical completion thereof the Owner or another Registered Housing Provider shall execute and deliver to the Council a Nomination Agreement

Education Provision

4. Within one year of a Material Start to pay to the Council the sum of one hundred and seventeen thousand seven hundred and sixty-six pounds (£117,766) for the provision of school places pursuant to the Education Act 1996 or other statutory provision

Car Club Provisions

5. Within two months of a Material Start to submit to the Council details of the name of and correspondence with an Accredited Car Club Provider indicating the intention of the Owner to establish that the residential and commercial units to be constructed as part of the Development have membership of a Car Club at the Property including a proposed establishment date for its approval (which approval is not to be unreasonably withheld or delayed) and not to take Occupation unless and until the Accredited Car Club Provider for the Development has been approved by the Council such approval not to be unreasonably withheld or delayed ("Approved Car Club")

6. Not to Occupy or permit or allow the Occupation of any part of the Development until:-

- (i) it has procured at its own expense that each Affordable Housing Unit forming part of the Development has one (1) free membership of the Approved Car Club (one per household) for a period of no less than two (2) years or such other period as may be agreed with the Approved Car Club and has provided a copy of the completed contract with the Approved Car Club to the Council
- (ii) it has promoted and advertised to each potential occupier of the Development the value and benefits of membership of a Car Club; and

- (iii) it has included a provision in any lease licence or tenancy agreement affecting the whole or part of the Property that each residential and commercial unit shall be entitled to belong to the Car Club at the Property

7. In the event that the Car Club is no longer able to provide the Car Club for the Development the Owner shall notify the Council in writing and shall then use all reasonable endeavours to secure another Accredited Car Club Provider for the Development in accordance with the provisions of this Deed

Monitoring Fee

8. Prior to a Material Start to pay the Monitoring Fee to the Council

Restrictions on On-street Parking

9. In the event of on-street car parking restrictions being introduced in the vicinity of the Property within a period of five years from the date of this Deed then from the date of the introduction of such restrictions not to allow any person to start occupying any of the Residential Units after the introduction of such restrictions unless notice has been served on such person (before they take occupation) that pursuant to the Council's policies to which reference is made in recital (6) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council (but for the avoidance of doubt this shall not affect the Owner's ability to manage any parking areas within the Development as it sees fit) SAVE THAT if any of the provisions of this paragraph 9 conflict with the provisions of paragraphs 5-7 of this First Schedule then the provisions of paragraph 5-7 shall prevail

SECOND SCHEDULE

"NOMINATION AGREEMENT"

THIS AGREEMENT is made the _____ *day of* _____ *20 BETWEEN*
[_____] *(hereinafter called "the Association") of the*
one part and THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
RICHMOND UPON THAMES of Civic Centre, 44 York Street, Twickenham TW1 3BZ
(hereinafter called "the Council") of the other part WHEREAS:

(1) *This Agreement is made pursuant to the terms of the Principal Agreement (as defined below)*

(2) *The Association has agreed to the Council being given the right to nominate persons to take up occupation of the Units as hereinafter provided*

NOW THIS DEED WITNESSETH as follows:-

1. *In this Agreement save where the context otherwise requires or provides the following words and expressions shall also have the following meanings:-*

<i>"Availability Notice"</i>	<i>means the notices referred to at clause 3 hereof</i>
<i>"Nomination Notice"</i>	<i>means the notice in writing to be given by the Council to the Association of the proposed Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees</i>
<i>"Nomination Period"</i>	<i>means sixty years from the date of practical completion of the Units</i>
<i>"Nominees"</i>	<i>means persons nominated by the Council for the purposes of this Agreement</i>
<i>"Principal Agreement"</i>	<i>means the Agreement made under Section 106 of the Town and Country Planning Act 1990 made the day of 2010 between [] and the Council and Deed of Variation thereto</i>
<i>"Relevant Nominee"</i>	<i>means a Nominee to whom the Association shall offer a Unit in accordance with Clause 5 hereof</i>
<i>"True Voids"</i>	<i>means a vacancy created in any of the circumstances set out in the First Schedule hereto under the heading 'definition of a True Void' but excluding a vacancy arising in any circumstances defined under the heading 'definition of a Non-True void'</i>
<i>"Non-True voids"</i>	<i>as defined in the First Schedule hereto</i>
<i>"Units"</i>	<i>means the Rented Units (as defined in the Principal Agreement)</i>

2. *The Association hereby covenants with the Council that during the Nomination Period in respect of the initial lettings under this Agreement following practical completion of the Units the Council shall have the right to nominate the tenants of up to 100% of the Units and shall thereafter have the right to nominate the tenants of up to 75% of Units being True Voids within the Nomination Period unless either the Council at its absolute discretion agrees to waive or relinquish such rights of nomination or the conditions of the Grant obtained by the Association for the Units stipulate alternative nomination rights/procedures*
3. *The Association shall give to the Council:-*
 - (a) *In the case of an initial letting of any Unit not less than 3 weeks' notice of the projected practical completion date of such Unit and not less than 6 weeks' notice of the actual completion of such Unit and its availability for letting*
 - (b) *In the case of any Unit being a True Void becoming subsequently available for letting 5 working days' written notice of such availability (or as soon as reasonably practicable but not less than 3 working days)*
4. *Within 10 working days of the receipt by the Council of any Availability Notice in respect of a Unit the Council shall in respect of such Unit serve on the Association a Nomination Notice. Where a Nomination Notice is not served within 10 working days the Association shall be entitled to offer a tenancy of the Unit to any person which complies with the obligations of the Association under the Principal Agreement SAVE THAT if the Council proposes to nominate a tenant who is disabled or by reason of age or infirmity or other reason would require structural adaptations to the relevant Unit in order to live therein the Council may give notice of the same to the*

- Association in which event the aforesaid period of 10 working days shall be extended to a period of 30 working days*
5. *The Association shall as soon as practicable following receipt of the Nomination Notice within the relevant time period stipulated in clause 4 offer a tenancy of the said Unit to the Relevant Nominee unless:
 - (a) *to do so would be contrary to the rules and objects of the Association or its allocation policy from time to time;*
 - (b) *the Association considers in its discretion that a Nominee is too vulnerable to be capable of living independently or the Nominee has a history of antisocial behaviour**
 6. *If the Relevant Nominee refuses or fails to accept the offer of a tenancy within 5 working days of such offer in each case the Council shall be entitled to serve a maximum of two further and subsequent Nomination Notices within 5 working days of such refusal or failure of the first Relevant Nominee or the second Relevant Nominee as the case may be and if the said first Relevant Nominee and second Relevant Nominee (if relevant) also refuse or fail to accept the offer of a tenancy within 5 working days of such offer the Association shall be entitled to offer a tenancy of such Unit to any person which complies with the obligations of the Association under the Principal Agreement*
 7. *The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement in writing between the parties hereto (both parties acting reasonably)*
 8. *The provisions of this Agreement shall cease to apply:
 - 8.1 *to any Unit to which any of the circumstances set out in clause 4(g)(ii) of the Principal Agreement apply;*
 - 8.2 *on expiry of the Nomination Period.**
 9. *Any Notice or demand required or authorised shall be deemed to be served upon the Council if delivered by hand or sent by valid facsimile transmission (on the day of delivery/transmission provided this is made before 4pm, otherwise the next working day) or First Class prepaid Recorded Delivery Post to the Council at Civic Centre 44 York Street Twickenham TW1 3BZ addressed for the attention of the Director of Housing (or other authorised Officer) (on the second working day after posting) and shall be deemed to be served upon the Association if delivered by hand or sent by facsimile transmission (on the day of delivery/transmission provided this is made before 4pm, otherwise the next working day) or First Class prepaid Recorded Delivery Post to the Association at its Registered Office (on the second working day after posting)*
 10. *This Agreement is personal to the Council and the Association.*
 11. *No provisions of this Agreement shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and all third party rights as may be implied by Law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by Law*

IN WITNESS whereof the Council and the Association have hereunto caused their Common Seals to be affixed the day and year first above written

THE FIRST SCHEDULE

Definition of True Void

- a) *Vacancies created through tenants transferring to another Borough where no reciprocal arrangements exist*

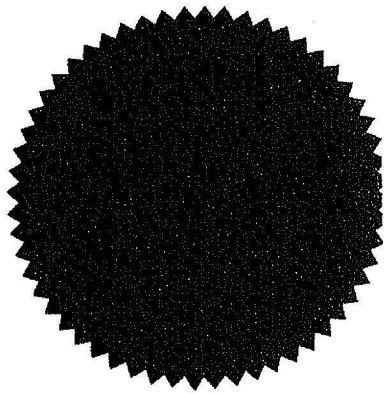
- b) *Vacancies arising through tenants moving to other premises where no reciprocal arrangements exist with the landlords of such premises*
- c) *Vacancies arising as a result of the death of a tenant where there is no statutory right to succession*
- d) *Vacancies arising through tenants buying their own properties in the private sector*
- e) *Vacancies arising as a result of tenants having been evicted or abandoning a unit*
- f) *Vacancies arising as a result of a tenant who has been temporarily decanted returning to his or her former home*
- g) *Vacancies arising through tenant transfer within the Association's own stock*

Definition of Non-True Void

- h) *Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home*
- i) *Vacancies arising as a result of a tenant being re-housed via the Housing Association "Homes" scheme or other equivalent*
- j) *Vacancies arising as a result of a tenant being re-housed by another Borough where a reciprocal arrangement exists*

[Sealed by the Housing Association and the Council]

Executed as a deed by affixing)
THE COMMON SEAL of the COUNCIL)
OF THE LONDON BOROUGH OF)
RICHMOND UPON THAMES)
in the presence of:-)

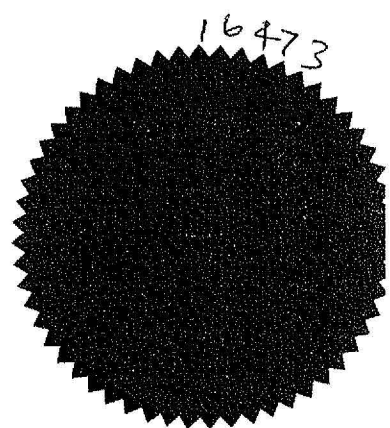


[Redacted signature]

Authorized Officer

Seal Reg. No 1452/03

Executed as a deed by affixing the)
COMMON SEAL of NOTTING HILL)
HOME OWNERSHIP LIMITED in)
the presence of:)



[Redacted signature]

Authorised Signatory

[Redacted signature]

~~Authorised Signatory~~
Secretary

Dated 28th April 2010

The Council of the London Borough of
Richmond upon Thames

-and-

Notting Hill Home Ownership Limited

DEED OF AGREEMENT
made under Section 106 of the
Town & Country Planning Act 1990
relating to land known as 293 Lower
Richmond Road Richmond TW9 4LU

R J M Mellor
Head of Legal Services
London Borough of Richmond upon Thames
Civic Centre
44 York Street
Twickenham
TW1 3BZ

Ref. L/GRC 8021