

## EIGHTEENTH SCHEDULE

## PART I

(DEED OF VARIATION IN THE CIRCUMSTANCE WHERE THERE IS A PARTIAL  
TERMINATION OF THE DEVELOPMENT AGREEMENT)

**THIS DEED OF VARIATION** is made the                      day of                      2007

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of The Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG ("the Council") and
- (2) **POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED** (Company Number 03249344) whose registered office is situate at 167A East India Dock Road, London E14 0EA ("the Company")

**WHEREAS:**

- (A) On the 3rd of December 2007 the Council and the Company entered into an agreement whereby the Company purchased the Property ("the Principal Agreement");
- (B) On the 3rd of December 2007 the Council and the Company entered into a Deed of Covenant in the form set out in the Fifth Schedule to the Principal Agreement ("the Company's Deed of Covenant") setting out various covenants by the Company to the Council ;
- (C) On the 3rd of December 2007 the Council and the Company entered into an agreement in the form set out in the Seventeenth Schedule to the Principal Agreement ("the Development Agreement") for the provision of certain works to the said Property;
- (D) The Council and the Company have agreed to vary the terms of the Principal Agreement, the Company's Deed of Covenant and the Development Agreement and record their agreement in this Deed of Variation.

**AND IT IS HEREBY AGREED AS FOLLOWS****1. INTERPRETATION**

- 1.1 In this Deed where the context so admits:-
- 1.1.1 Words denoting the singular shall include the plural and vice versa; words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include Corporations;
- 1.1.2 Reference to any statutory provisions shall be deemed unless the context otherwise requires to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and to any orders or regulations under such provisions; and
- 1.1.3 In this Deed clause headings are included for ease of reference only and shall not affect this Deed or the interpretation hereof.

**2. VARIATION**

- 2.1 The Council and the Company agree that with immediate effect the terms of the Principal Agreement, the Company's Deed of Covenant and the Development Agreement shall be varied in accordance with the variations set out in the Schedule hereto;
- 2.2 The Council and the Company agree that the terms of this Deed shall not be retrospective;
- 2.3 It is hereby agreed that nothing in this Clause 2 shall prevent the Council and the Company from making further mutually agreed variations to the Principal Agreement, the Company's Deed of Covenant or the Development Agreement from time to time.

**3. AGREEMENTS AND DECLARATIONS**

It is hereby agreed and declared that:-

**3.1 Costs**

Each party shall pay its own costs in respect of preparing and agreeing this Deed.

**3.2 Saving provision**

Save as varied by this Deed the covenants, conditions and provisions in the Principal Agreement, the Company's Deed of Covenant and the Development Agreement shall remain as between the Council and the Company in full force and effect.

**IN WITNESS** whereof the parties hereto have executed and delivered this document as a Deed the day and year hereinbefore written.

**SCHEDULE OF VARIATIONS****1. VARIATIONS TO THE PRINCIPAL AGREEMENT**

- 1.1 In Clause 1.1 the "Price " shall be reduced by the amount of the "Reduction" as defined in clause 6.4 of the Development Agreement.

**2. VARIATIONS TO THE DEVELOPMENT AGREEMENT**

- 2.1 The Schedule to the Development Agreement shall be amended as follows so as to delete those Qualifying Works which the Council and the Company has decided are no longer to be carried out pursuant to the Development Agreement following the partial termination of the Development Agreement:

[Company to specify relevant omissions at the time the Deed of Variation is entered into].

THE COMMON SEAL of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF TOWER )  
HAMLETS was hereunto affixed )  
by Order of OS Cabinet 06/06/07 in the )  
presence of: )

.....

Authorised Signatory



THE COMMON SEAL of )  
POPLAR HOUSING AND REGENERATION )  
COMMUNITY ASSOCIATION LIMITED )  
was hereunto affixed )  
in the presence of: )

.....

Authorised Signatory



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Authorised Signatory

## EIGHTEENTH SCHEDULE

## PART II

DEED OF VARIATION IN THE CIRCUMSTANCE WHERE THERE IS AN ENTIRE  
TERMINATION OF THE DEVELOPMENT AGREEMENT

This DEED OF VARIATION is made the \_\_\_\_\_ day of \_\_\_\_\_ 2007

## BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of The Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG ("the Council") and
- (2) **POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED** (Company Number 03249344) whose registered office is situate at 167A East India Dock Road, London E14 0EA ("the Company")

## WHEREAS:

- (A) On 3rd of December 2007 the Council and the Company entered into an agreement whereby the Company purchased the Property ("the Principal Agreement");
- (B) On the 3rd of December 2007 the Council and the Company entered into a Deed of Covenant in the form set out in the Fifth Schedule to the Principal Agreement ("the Company's Deed of Covenant") setting out various covenants by the Company to the Council;
- (C) On the 3rd of December 2007 the Council and the Company entered into an agreement in the form set out in the Seventeenth Schedule to the Principal Agreement ("the Development Agreement") for the provision of certain works to the said housing stock;
- (D) The Council and the Company have agreed to vary the terms of the Principal Agreement, the Company's Deed of Covenant and the Development Agreement and record their agreement in this Deed of Variation.

## AND IT IS HEREBY AGREED AS FOLLOWS

## 1. INTERPRETATION

1.1 In this Deed where the context so admits:-

1.1.1 Words denoting the singular shall include the plural and vice versa; words denoting the masculine gender shall include the feminine gender and vice versa and words denoting persons shall include Corporations;

1.1.2 Reference to any statutory provisions shall be deemed unless the context otherwise requires to include reference to any such provisions as from time to time amended varied replaced extended or re-enacted and to any orders or regulations under such provisions; and

1.1.3 In this Deed clause headings are included for ease of reference only and shall not affect this Deed or the interpretation hereof.

**2. VARIATION**

- 2.1 The Council and the Company agree that with immediate effect the terms of the Principal Agreement, the Company's Deed of Covenant and the Development Agreement shall be varied in accordance with the variations set out in the Schedule hereto;
- 2.2 The Council and the Company agree that the terms of this Deed shall not be retrospective;
- 2.3 It is hereby agreed that nothing in this Clause 2 shall prevent the Council and the Company from making further mutually agreed variations to the Principal Agreement or the Company's Deed of Covenant from time to time.

**3. AGREEMENTS AND DECLARATIONS**

It is hereby agreed and declared that:-

**3.1 Costs**

Each party shall pay its own costs in respect of preparing and agreeing this Deed.

**3.2 Saving provision**

Save as varied by this Deed the covenants, conditions and provisions in the Principal Agreement, the Company's Deed of Covenant and the Development Agreement shall remain as between the Council and the Company in full force and effect.

**IN WITNESS** of which this Deed has been executed by the parties hereto as a Deed and delivered on the day and year first before written.

## SCHEDULE OF VARIATIONS

### 1. VARIATIONS TO THE PRINCIPAL AGREEMENT

- 1.1 In Clause 1.1, the "Price " shall be reduced by the amount of the "Reduction" as defined in clause 6.4 of the Development Agreement.
- 1.2 Clause 3.1.6 shall be deleted.
- 1.3 Clause 16.9 shall be deleted.

### 2. VARIATIONS TO THE COMPANY'S DEED OF COVENANT

- 2.1 Clause 1 shall be amended by the inclusion of the following definition:-

**"Remaining Qualifying Works"** shall mean those Qualifying Works which:

- (i) were referred to in the Consultation Document; and
- (ii) remain outstanding as at [the date of this Deed of Variation].

- 2.2 Any existing definition of Remaining Qualifying Works shall be deleted.

- 2.3 Clause 2.9.1 shall be amended as follows:

The words "Save and except for the commitment to carry out the Qualifying Works" where they appear in Clause 2.9.1 shall be amended to read "Save and except for the commitment to carry out the Qualifying Works and those Remaining Qualifying Works referred to in Clause 2.9.4 below".

- 2.4 Any previous amendment to Clause 2.9.1 shall be deleted

- 2.5 Clause 2.9.4 shall be inserted as follows:

Subject to Clause 2.1.2, the Company shall carry out the Remaining Qualifying Works within the time period as outlined in Section 3 of the Consultation Document and it is hereby agreed that the Company shall not be in breach of this clause if the breach is as a direct result of any act or omission of the owner or owners of any land or dwellings adjoining or adjacent to the Property or any part thereof.

### 3. VARIATIONS TO THE DEVELOPMENT AGREEMENT

- 3.1 Clause 2 shall be deleted.
- 3.2 The Schedule to the Development Agreement shall be deleted.

THE COMMON SEAL of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF TOWER )  
HAMLETS was hereunto affixed )  
by Order of OS Cabinet 06/06/07 in the )  
presence of: )

.....

Authorised Signatory



THE COMMON SEAL of )  
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COMMUNITY ASSOCIATION LIMITED )  
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Authorised Signatory



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Authorised Signatory