

DATED _____ **2014**

(1) EC PROPERTIES GP LIMITED and EC PROPERTIES NOMINEE LIMITED

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

(3) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

(4) LONDON UNDERGROUND LIMITED

(5) TRANSPORT FOR LONDON

CONFIRMATORY DEED

Relating to the redevelopment of Earl's Court

pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended), Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, section 33 of the Local Government (Miscellaneous Provision) Act 1982, section 1 of the Localism Act 2011 and section 156 and Schedule 11 of the Greater London Authority Act 1999

1. **INTERPRETATION**

1.1 Save where provided otherwise words and expressions used in this Confirmatory Deed have the meaning assigned in the Principal Deed.

1.2 For the purposes of this Confirmatory Deed the following words and expressions have the following meanings:-

"Principal Deed" means the agreement dated 14 November 2013 between EC Properties GP Limited and EC Properties Nominee Limited, the Mayor and Burgesses of the London Borough of Hammersmith and Fulham, the Mayor and Burgesses of the Royal Borough of Kensington and Chelsea, Transport for London and London Underground Limited and entered into pursuant to section 106 of the Act.

2. **OPERATION OF THIS CONFIRMATORY DEED**

2.1 This Confirmatory Deed is supplemental to the Principal Deed and is made pursuant to section 106 of the Act.

2.2 The obligations, covenants and undertakings contained in this Confirmatory Deed given to the Councils and TfL are planning obligations for the purposes of section 106 of the Act and are enforceable by the Councils for the area within which the Land is situated.

2.3 This Confirmatory Deed is executed by LUL so as to bind and subject its freehold interest in the Land (as detailed in the Schedule hereto) to the obligations, covenants, agreements and other provisions contained in the Principal Deed (insofar as relevant and applicable to the Land and its development in accordance with either the RBKC Planning Permission or the LBHF Planning Permission, as appropriate) and LUL agrees that as from the date hereof the obligations, covenants and undertakings in the Principal Deed given by the Owner to the Councils and/or TfL, as appropriate, shall be binding on the Land pursuant to section 106 of the Act as if the said obligations, covenants and undertakings in the Principal Deed were set out herein in full with the intent that, subject to clause 6 below, the said obligations, covenants and undertakings shall be enforceable by the Councils and/or TfL, as appropriate, not only against LUL but also against any successors in title to or assignees and any person claiming through or under it an interest or estate in the Land as if LUL had been an original covenanting party in respect of the Land when the Principal Deed was entered into.

2.4 The Councils covenant severally with LUL in respect of the Land to perform the obligations, covenants and undertakings on their part contained in the Principal Deed.

3. **LUL'S OBLIGATIONS**

3.1 LUL hereby covenants agrees and undertakes (for itself and its successors in title to the Land) that its freehold interest in the Land shall henceforth be bound by the obligations, covenants, agreements and other provisions contained in the Principal Deed and expressed as being obligations of (or covenants or agreements made by) the "Owner" and insofar as the terms and obligations, covenants, agreements and other provisions remain to be complied with in accordance with the Principal Deed which are expressed to bind the whole or any part of the Earl's Court Site or any specified Development Plot or other part of the Earl's Court Site which includes the Land or the part of the Earl's Court Development to be accommodated or located on the Land. For the avoidance of doubt, any references in the Principal Deed to the

"Owner" shall be read to the extent required in accordance with this Confirmatory Deed as including references to LUL.

4. COMPLIANCE BY THE COUNCILS AND TFL

4.1 The Councils and TfL agree severally with LUL that if and insofar as relevant to the Land and the development of it in accordance with either the RBKC Planning Permission or the LBHF Planning Permission, as appropriate they will comply with their respective obligations, covenants, agreements and undertakings contained in the Principal Deed if and to the extent that they affect or apply or relate to the Land and the obligations, covenants, agreements and/or other provisions under the Principal Deed which LUL shall have undertaken in accordance with the terms of this Confirmatory Deed.

5. REGISTRATION

5.1 Immediately after the execution of this Confirmatory Deed, LUL shall make an application to the Land Registry for entries relating to this Confirmatory Deed to be made against the Land and will inform the Councils' solicitors in writing as soon as such registration has been completed and supply the Councils' solicitors (at no cost to the Councils or their solicitors) with copies of such registration.

5.2 This Confirmatory Deed is a local land charge and shall be registered as such by the relevant Council.

5.3 LUL may at any time after all the obligations set out in the Principal Deed relevant to the Land have been performed or otherwise discharged apply to the Land Registry to remove the entries relating to this Confirmatory Deed against the Land.

6. RELEASE

6.1 LUL will upon disposing of the whole or part of the Land be released from all obligations and covenants under this Confirmatory Deed and/or the Principal Deed in relation to the Land or the relevant part thereof (as the case may be) but without prejudice to the rights of the Councils in relation to any antecedent breach of those obligations or covenants.

IN WITNESS whereof the parties have executed this Deed and delivered it on the day and year first above written

SCHEDULE

THE LAND

The freehold land defined within the Principal Deed as the EC1&2 Land being part of the freehold land shown edged red on plan 12.19 of the Principal Deed with title number BGL71558 being land on the Earls Court complex and Lillie Bridge depot, London (excluding, for the avoidance of doubt, any freehold land within title number BGL93744) together with a small sliver of land between the West Brompton Bus Layover (as defined within Schedule 2 of the Principal Deed) and the rear of the properties on Empress Place being freehold land within title number BGL101021.

EXECUTED as a deed by **EC PROPERTIES**)
NOMINEE LIMITED acting by two directors or a)
director and a secretary:-)
)
)

Director

Director/Secretary

EXECUTED as a deed by **EC PROPERTIES GP**)
LIMITED acting by two directors or a director and)
a secretary:-)
)
)

Director

Director/Secretary

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

Duly Authorised
Signatory Signatory

The Common Seal of
**THE MAYOR AND BURGESSES OF THE
ROYAL BOROUGH OF KENSINGTON
AND CHELSEA**
was affixed to this Deed in the presence of:-

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Duly Authorised
Signatory

The Common Seal of **LONDON**
UNDERGROUND LIMITED
was affixed to this Deed in the presence of:

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)

Duly Authorised Signatory

The Common Seal of **TRANSPORT FOR
LONDON**
was affixed to this Deed in the presence of:

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)
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Duly Authorised Signatory

