
Dated: 15th March 2022

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON
- (2) VSM ESTATES (UXBRIDGE) LIMITED
- (3) VSM (UXBRIDGE 1) LIMITED
- (4) VSM (UXBRIDGE 2) LIMITED
- (5) VSM (UXBRIDGE 3) LIMITED
- (6) VSM (UXBRIDGE 4) LIMITED
- (7) VSM (UXBRIDGE 5) LIMITED
- (8) VSM (UXBRIDGE 6) LIMITED
- (9) VSM (UXBRIDGE 7) LIMITED
- (10) VSM (UXBRIDGE 8) LIMITED
- (11) PERSIMMON HOMES LIMITED
- (12) ST. MODWEN DEVELOPMENTS LIMITED
- (13) ST. MODWEN HOMES LIMITED
- (14) ANNINGTON RENTALS (NO.4) LIMITED

Sixth Deed of Variation under s106A of the Town and Country Planning Act 1990

Relating to land at Former RAF Uxbridge, Hillingdon Road, Uxbridge

THIS DEED is made on

15th March

2022

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("**the Council**");
- (2) **VSM ESTATES (UXBRIDGE) LIMITED** (Company number 08000629) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM Estates Uxbridge**");
- (3) **VSM (UXBRIDGE 1) LIMITED** (company number 05851806) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 1**");
- (4) **VSM (UXBRIDGE 2) LIMITED** (company number 05851814) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 2**");
- (5) **VSM (UXBRIDGE 3) LIMITED** (company number 05851817) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 3**");
- (6) **VSM (UXBRIDGE 4) LIMITED** (company number 05851821) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 4**");
- (7) **VSM (UXBRIDGE 5) LIMITED** (company number 05851830) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 5**");
- (8) **VSM (UXBRIDGE 6) LIMITED** (company number 05851841) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 6**");
- (9) **VSM (UXBRIDGE 7) LIMITED** (company number 05851862) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 7**");
- (10) **VSM (UXBRIDGE 8) LIMITED** (company number 05851866) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**VSM 8**");
- (11) **PERSIMMON HOMES LIMITED** (company number 04108747) whose registered office is at Persimmon House, Fulford, York YO19 4FE ("**Persimmon**");
- (12) **ST. MODWEN DEVELOPMENTS LIMITED** (company number 00892832) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**SMD**");
- (13) **ST. MODWEN HOMES LIMITED** (company number 09095920) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham, B31 2UQ ("**SMH**");
- (14) **ANNINGTON RENTALS (NO.4) LIMITED** (company number 05417120) whose registered office is at 1 James Street, London, W1U 1DR ("**Annington**");

together "**the Parties**" and relates to the freehold site originally registered at the Land Registry under title number AGL256102 ("**Site**").

BACKGROUND

- (A) For the purposes of the 1990 Act, the Council is the local planning authority for the area within which the Site is located and the person who is entitled to enforce the obligations of the Owners contained in the Varied Agreement and this Deed.
- (B) The Council is also the local highway authority and local education authority for the purposes of the 1980 Act and the Education Acts respectively for the area within which the Site is located.
- (C) On 18 January 2012, the Council, VSM Estates Limited, Barclays Bank Plc, the Secretary of State for Defence, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, and VSM 8 entered

into the Original Agreement.

- (D) On 14 November 2012, the Council, VSM Estates Uxbridge, HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon and SMD entered into the First Deed of Variation.
- (E) On 21 December 2012, the Council, VSM Estates Uxbridge, HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon and SMD entered into the Second Deed of Variation.
- (F) On 18 December 2015, the Council, VSM Estates Uxbridge, HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon and SMD entered into the Third Deed of Variation.
- (G) On 26 May 2017, the Council, VSM Estates Uxbridge, HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon, SMD, HHUK and HHUK Chargee entered into the Fourth Deed of Variation.
- (H) On 26 November 2019 the Council, Persimmon and SMD, SMH and Sage Housing Limited entered into the Fifth Deed of Variation.
- (I) VSM Estates Uxbridge is the freehold owner of that part of the Site registered under title number AGL256102 following the acquisition of the same from the Secretary of State for Defence but subject to the transfers referred to at recitals (J), (K), (L), (M) and (N) below.
- (J) In transfers dated 28 September 2012, 30 September 2013, 30 September 2014 and 20 December 2018, VSM Estates Uxbridge, VSM 3, VSM 4, VSM 5, VSM 6 and VSM 7 transferred parts of their respective freehold and leasehold interests in the Site to Persimmon and SMD, who are now joint freehold owners of parts of the Site under title numbers AGL270272, AGL296055 and AGL326419.
- (K) In transfers dated 8 October 2015 and 2 November 2017, VSM Estates Uxbridge, VSM 6 and VSM 7 transferred parts of their respective freehold and leasehold interests in the Site to HHUK, who now own freehold parts of the Site under title numbers AGL382645 ("**HHUK Land**") and AGL429657.
- (L) In transfers dated 1 December 2016, 11 December 2017 and 30 November 2018, VSM Estates Uxbridge, VSM 1, VSM 2, VSM 3 and VSM 8 transferred parts of their respective freehold and leasehold interests in the Site to SMH, who now own freehold parts of the Site under title numbers AGL398188, AGL431516 and AGL464243.
- (M) In a transfer dated 21 December 2016, VSM Estates Uxbridge and VSM 2 transferred part of their respective freehold and leasehold interests in the Site to SMD, who now own a freehold part of the Site under title number AGL401642.
- (N) In a transfer dated 21 February 2020, VSM Estates Uxbridge and VSM 2 transferred part of their respective freehold and leasehold interests in the Site to Anchor, who now own a freehold part of the Site under title number AGL509047.
- (O) In a transfer dated 30 November 2021, VSM Estates Uxbridge and VSM 2 transferred parts of their respective freehold and leasehold interests in the Site to SMH, who now own a freehold part of the Site that is in the process of being registered at HM Land Registry under provisional title number AGL552064.
- (P) In a lease dated 14 March 2018, SMD granted a lease of part of their freehold interest in the Site to Annington, who now owns a leasehold part of the Site under title number AGL466119.
- (Q) The Leaseholders remain the respective leasehold owners of those parts of the Site registered at the Land Registry under title numbers AGL157874, AGL157875, AGL157876, AGL157877, AGL157878, AGL157880, AGL157881 and AGL157882, subject to the transfers referred to in recitals (J), (K), (L), (M) and (N) above.

- (R) The HHUK Chargee has a charge over the HHUK Land.
- (S) The Parties enter into this Deed in order to vary the planning obligations relating to the Cinema Building and the Theatre Site.
- (T) This Deed is made under section 106A of the 1990 Act and is supplemental to the Varied Agreement.

OPERATIVE PROVISIONS

1. INTERPRETATION

- 1.1 All words and expressions defined in the Varied Agreement shall have the same meaning in this Deed (except to the extent that they are expressly varied by this Deed or the context otherwise requires).
- 1.2 The provisions of the Varied Agreement relating to its interpretation and operation apply equally to this Deed (except to the extent that they are expressly varied by this Deed or the context otherwise requires).
- 1.3 In this Deed the following words and expressions shall have the following meaning:

"Anchor"	means Anchor Lifestyle Developments Limited (company number 06266113) whose registered office is at The Heals Building, 22 - 24 Torrington Place, London, WC1E 7HJ;
"the Fifth Deed of Variation"	means the deed of variation made under section 106A of the 1990 Act dated 26 November 2019 made between the Council, Persimmon and SMD, SMH and Sage Housing Limited
"the First Deed of Variation"	means the deed of variation made under section 106A of the 1990 Act dated 14 November 2012 made between the Council, VSM Estates Uxbridge, HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon and SMD
"the Fourth Deed of Variation"	means the deed of variation made under section 106A of the 1990 Act dated 26 May 2017 made between the Council, VSM Estates Uxbridge, the HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon, SMD, HHUK, HHUK Chargee and SMH
"HHUK"	means Hillingdon House (UK) Limited (company number 09707517) whose registered office is at Top Floor, Bridgewater House, 866 - 868 Uxbridge Road, Hayes, Middlesex, United Kingdom, UB4 0RR;
"HHUK Chargee"	means the Bank of Baroda (a company incorporated in India and registered in the United Kingdom with number FC006564) of 86 The Broadway, Southall, UB1 1QD
"the Original Agreement"	means the agreement made under section 106 of the 1990 Act dated 18 January 2012 made between the Council, VSM Estates Limited, Barclays Bank Plc, the Secretary of State for Defence, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, and VSM

	8
"the Owners"	means VSM Estates Uxbridge, Persimmon, SMD, HHUK, SMH and the Leaseholders and reference to "Owners" means such of the Owners as are or is a freehold or leasehold owner of the relevant part of the Site in question and affected by the content of this Deed in relation to such part
"the Second Deed of Variation"	means the deed of variation made under section 106A of the 1990 Act dated 21 December 2012 made between the Council, VSM Estates Uxbridge, HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon and SMD
"the Third Deed of Variation"	means the deed of variation made under section 106A of the 1990 Act dated 18 December 2015 made between the Council, VSM Estates Uxbridge, HSBC Bank PLC, VSM 1, VSM 2, VSM 3, VSM 4, VSM 5, VSM 6, VSM 7, VSM 8, Persimmon and SMD
"the Varied Agreement"	the Original Agreement as already varied by the First Deed of Variation and the Second Deed of Variation and the Third Deed of Variation and the Fourth Deed of Variation and the Fifth Deed of Variation

- 1.4 The Parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. **EFFECT OF THIS DEED**

This Deed is made pursuant to section 106 and 106A of the 1990 Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011, section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers.

3. **VARIATIONS TO THE ORIGINAL AGREEMENT**

- 3.1 The variations to the to the Varied Agreement set out in **Schedule 1** hereto shall take effect from the date of this Deed.
- 3.2 In all other respects the Varied Agreement and as further varied by this Deed shall remain in full force and effect.
- 3.3 It is acknowledged and agreed that this Deed shall be effective as between the Parties to this Deed and any successors in title to those Parties notwithstanding that the Secretary of State for Defence has a freehold interest in part of the Site and is not a party to this Deed.

4. **HHUK'S MORTGAGEE**

- 4.1 Neither the HHUK Chargee or its successors in title will incur any liability for any breach of the obligations contained in this Deed or the Varied Agreement unless and until it becomes a chargee in possession of the HHUK Land and its liability shall enure only to the HHUK Land and for such period as such chargee or person is in possession.

5. **INDEMNITY**

- 5.1 In consideration of VSM Estates Uxbridge, Persimmon, , SMH, and Annington agreeing to enter into this Deed of Variation and in acknowledgement that Anchor, HHUK and HHUK Chargee are not party to this Deed of Variation, SMD covenants with VSM Estates Uxbridge, Persimmon, HHUK, HHUK Chargee, Anchor and Annington ("the Indemnified

Parties") that SMD will at all times indemnify the Indemnified Parties and keep them indemnified from and against all costs claims liabilities demands and expenses that the Indemnified Parties may have or sustain or for which the Indemnified Parties may become liable either directly or indirectly or otherwise under the Original Agreement as a result of having to enter into this Deed of Variation PROVIDED THAT the indemnity contained in this clause 5 shall not apply to any costs claims demands proceedings expenses and liabilities if these arise out of any act, negligence or omission by the Indemnified Parties relating to such respective part of the Site owned by the relevant Indemnified Parties, as the case may be.

6. COSTS OF THIS DEED

Upon completion of this Deed, SMD is to pay to the Council its reasonable and proper legal costs incurred in connection with the preparation, negotiation and completion of this Deed which shall be in the sum of £2,000 (Two Thousand Pounds).

7. JURISDICTION

7.1 This Deed is to be governed by and interpreted in accordance with the law of England and Wales.

7.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the Parties arising out of or related to this Deed.

8. EXECUTION

The parties have executed this Deed as a deed and it is delivered on the date set out above.

SCHEDULE 1

Variations

1. **Clause 1 – Interpretation**

1.1 At **clause 1.1** of the Original Agreement (as varied):

1.1.1 the definitions of "**Cinema Contribution**", "**Cinema Transfer Notice**", "**Theatre Site**" and "**Theatre Transfer Notice**" shall be deleted;

1.1.2 the following definitions shall be inserted:

"Social and Environmental Contribution" means the sum of £1,250,000 (One Million Two Hundred and Fifty Thousand Pounds);

1.1.3 **"Town Centre West"** means the residential led development scheme that is identified in reserved matters application reference 585/APP/2016/4504 and that was made by the Owner pursuant to the Planning Permission;

1.1.4 the words "(g) the Cinema Contribution" and "(q) the cost of providing the Theatre Site" shall be deleted from the definition of "**Crossover Obligations**"; and

1.1.5 the words "Theatre Site" shall be deleted from the definition of "**Properties**".

2. **Clause 14** shall be varied by the addition of the following:

"PROVIDED ALWAYS that the provisions of this clause will not apply to the payment of the Social and Environmental Contribution as secured pursuant to **Schedule 8** of this Agreement"

3. **Schedule 8 – Cinema Building**

3.1 **Schedule 8** shall be retitled "**Cinema Building and Social and Environmental Contribution**" and the provisions shall be deleted (and any prior dealing relating to such deleted provisions shall be null and void) and replaced with the following:

"1. The Owner covenants as follows:

1.1 to pay the Social and Environmental Contribution to the Council to secure the provision of leisure, social, environmental, recreational and community schemes, projects and/or facilities to serve the Development and the Authority's Area in the following instalments:

1.3.1 £450,000.00 (Four Hundred and Fifty Thousand Pounds) of the Social and Environmental Contribution prior to the Commencement of Development of Town Centre West or by 31st March 2022 (whichever is the earlier event);

1.3.2 £400,000.00 (Four Hundred Thousand Pounds) of the Social and Environmental Contribution prior to the Substantial Completion of the 150th Dwelling comprising part of Town Centre West; and

1.3.3 the residual £400,000.00 (Four Hundred Thousand Pounds) of the Social and Environmental Contribution prior to the Substantial Completion of the 250th Dwelling comprising part of Town Centre West;

1.4 not to Commence or to permit or allow the Commencement of Development or the respective Substantial Completion of a Dwelling as part of Town Centre West as identified at Clauses 1.3.1, 1.3.2 and 1.3.3 of this Schedule until each respective payment of the Social and Environmental Contribution has been paid to the Council;

- 1.5 within 6 months of 1st January 2022 to submit a Condition Survey to the Council and obtain written approval of the Council to a programme of works to include details of how the Cinema Building will be maintained to ensure that the Cinema Building remains secure and watertight PROVIDED ALWAYS that any requirement or obligation to submit and secure the written approval of a Condition Survey and to maintain the Cinema Building in accordance with the approved programme of works will lapse and shall no longer apply following the grant by the Council of any planning permission and listed building consent for the retention and refurbishment of the Cinema Building."

4. **Schedule 9 – Theatre Site**

- 4.1 The provisions of **Schedule 9** shall be deleted (and any prior dealing relating to such deleted provisions shall be null and void) and the schedule shall be retained as a blank section of the Original Agreement to be marked as follows:

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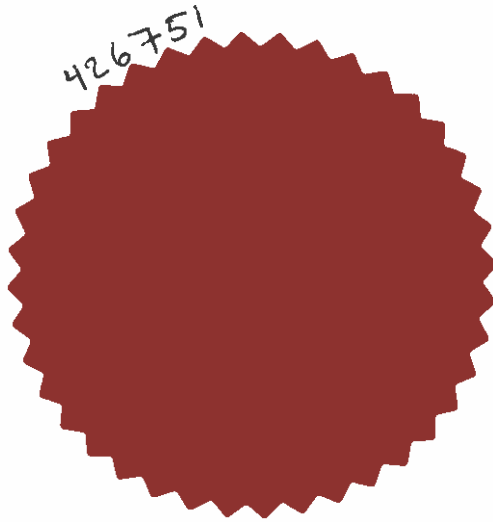
Executed as a deed by affixing the
Common Seal of The Mayor and Burgesses
of the **LONDON BOROUGH OF HILLINGDON**
by Order:)

Member of the Council

Alan Chapman

Authorised Officer

C. Egan



Executed as a deed by
VSM ESTATES (UXBRIDGE) LIMITED
acting by one director in the presence of:)

Witness Signature:

Alan Poley

Witness Name:

MARLUS PALEY

Witness Address:

92 NORTH END
SG8 5PD

[Signature]

Signature of Director

Executed as a deed by
VSM (UXBRIDGE 1) LIMITED
acting by one director in the presence of:)

Witness Signature:

Alan Poley

Witness Name:

MARLUS PALEY

Witness Address:

92 NORTH END
SG8 5PD

[Signature]

Signature of Director

Executed as a deed by
VSM (UXBRIDGE 2) LIMITED
acting by one director in the presence of:)

Witness Signature:

Alan Poley

Witness Name:

MARLUS PALEY

Witness Address:

92 NORTH END
SG8 5PD

[Signature]

Signature of Director

Executed as a deed by
VSM (UXBRIDGE 3) LIMITED
acting by one director in the presence of:

)
)
)



Signature of Director

Witness Signature:



Witness Name:

MARCUS PALEY

Witness Address:

92 NORTH END
BASSINGBOURN
SG8 5PD

Executed as a deed by
VSM (UXBRIDGE 4) LIMITED
acting by one director in the presence of:

)
)
)



Signature of Director

Witness Signature:



Witness Name:

MARCUS PALEY

Witness Address:

92 NORTH END
SG8 5PD

Executed as a deed by
VSM (UXBRIDGE 5) LIMITED
acting by one director in the presence of:

)
)
)



Signature of Director

Witness Signature:



Witness Name:

MARCUS PALEY

Witness Address:

92 NORTH END
SG8 5PD

Executed as a deed by
VSM (UXBRIDGE 6) LIMITED
acting by one director in the presence of:

)
)
)



Signature of Director

Witness Signature:



Witness Name:

MARCUS PALEY

Witness Address:

92 NORTH END
SG8 5PD

Executed as a deed by
VSM (UXBRIDGE 7) LIMITED
acting by one director in the presence of:

)
)
)


Signature of Director

Witness Signature: 
Witness Name: MARCUS PALEY
Witness Address: 92 NORTH END
SG8 5PD

Executed as a deed by
VSM (UXBRIDGE 8) LIMITED
acting by one director in the presence of:

)
)
)


Signature of Director

Witness Signature: 
Witness Name: MARCUS PALEY
Witness Address: 92 NORTH END
SG8 5PD

Executed as a deed by
PERSIMMON HOMES LIMITED
acting by its attorneys:

)
)
)


K Endersby

Signature:

Witness Signature: 
S LONSDALE

Name (block capitals)
Attorney

5 THORN DRIVE,
GEORGE GREEN,
SL3 6SA

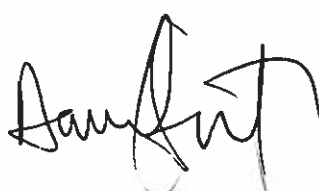
Signature:

Name (block capitals)
Attorney


C. JONES

Witness Signature: 
S LONSDALE

Executed as a deed by
ST. MODWEN DEVELOPMENTS LIMITED
acting by one director in the presence of:

)
)
)


Signature of Director

Witness Signature: 
Witness Name: LISA WHITE

Witness Address: 2 Devon Way, Longbridge, Birmingham, B31 2TS

5 THORN DRIVE,
GEORGE GREEN,
SL3 6SA

Executed as a deed by
HILLINGDON HOUSE (UK) LIMITED
acting by one director in the presence of:

)
)
)

Witness Signature:

Signature of Director

Witness Name:

Witness Address:

Executed as a deed by
BANK OF BARODA, a company incorporated in
India, acting by
who, in accordance with the laws of that territory,
is acting under the authority of the company

)
)
)
)
)

Bank of Baroda

Signature in the name of the company

.....
Signature of Authorised Signatory

Executed as a deed by
ST. MODWEN HOMES LIMITED
acting by one director in the presence of:

)
)
)



Signature of Director

Witness Signature:

Witness Name:

Witness Address:


LISA WHITE

2 Devon Way, Longbridge, Birmingham, B31 2TS

Executed as a deed by
ANNINGTON RENTALS (NO.4) LIMITED
acting by a director and secretary (or two
directors)

)
)
)
)



Signature of Director



Signature of Director/Secretary