

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF BRENT

-and-

MARY DEVELOPMENTS LIMITED

-and-

ALLIED IRISH BANKS PLC

DEED OF VARIATION
Relating to Land known as The Constitutional Hall St Mary's Road Harlesden
NW10

Terry Osborne
Borough Solicitor
Legal Services
London Borough of Brent
Town Hall Annexe
Forty Lane
Wembley
Middlesex HA9 9HD

BXE/610/905/S106

THIS DEED OF VARIATION is made the 26th day of October
Thousand and Nine

BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BRENT
of Town Hall Forty Lane Wembley Middlesex HA9 9EZ (hereinafter called "the
Landlord") of the first part; and

MARY DEVELOPMENTS LIMITED (Company Registration No.06326740)
whose registered office is situated at Unit 10, Invicta Business Park, London
Road, Wrotham, Kent TN15 7RJ ("the Owner") of the second part; and

ALLIED IRISH BANKS PLC of Thirteenth Floor, St Helens 1 Undershaft,
London ("the First Mortgagee")

AND is supplemental to a Deed of Agreement made under Section 106 of the
Town and Country Planning Act 1990 and other enabling powers dated 4th
June 2009 and made between the Council of one part and the Owner of the
other part relating to land at The Constitutional Hall, St Mary's Road,
Harlesden NW10 ("the Agreement")

1 NOW THIS DEED WITNESSETH

It is hereby agreed that the Agreement is varied and shall henceforth be read
and construed as follows:

- 1.1 As if the definition of 'Affordable Dwellings' in the Interpretation section
is amended as follows:
 - 1.1.1 In paragraph (i) the words "10 Intermediate Affordable Units" are
deleted and replaced with the words "9 Intermediate Affordable Units"
 - 1.1.2 In paragraph (i) the words "4 x 1 bedroom flats" are deleted and
replaced with the words "3 x 1 bedroom flats"
 - 1.1.3 In paragraph (ii) the words "28 Social Rented Units" are deleted and
replaced with the words "29 Social Rented Units"

In parag
replaced w
1.2 Clause 9(d) is de
2

1.4 In paragraph (ii) the words "9 x 2 bedroom flats" are deleted and replaced with "10 x 2 bedroom flats"

1.2 Clause 9(d) is deleted

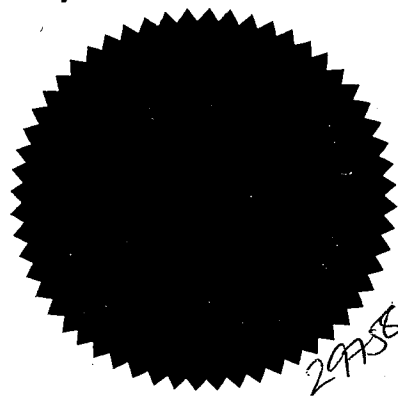
2 **SAVE** as hereby varied the Agreement shall continue in full force and effect in all respects

3 **IT IS HEREBY AGREED and DECLARED:**

3.1 This Deed shall be registered in the Council's Register of Local Land Charges immediately upon completion thereof

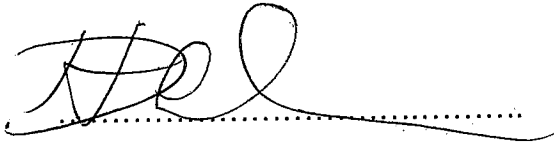
IN WITNESS whereof the Council and the Owners have caused their Common Seals to be hereunto affixed to this Deed the day and year first above written

THE COMMON SEAL of THE MAYOR)
AND THE BURGESSES OF THE)
LONDON BOROUGH OF BRENT)
was hereunto affixed in the presence of:)

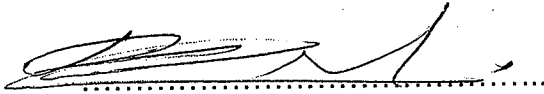


R.W. de
.....
Solicitor

EXECUTED AS A DEED by **MARY DEVELOPMENTS LIMITED** acting
by two directors:)
or a director and its secretary)

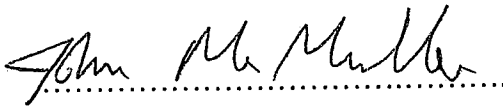


Director



Director/Secretary

EXECUTED AS A DEED by **ALLIED IRISH BANKS PLC** acting
of its authorised signatory:)



JOHN McMULLEN
Authorised Signatory