

GREATERLONDONAUTHORITY

Alice Lester, Operational Director Regeneration
Growth and Employment, London Borough of Brent,
Engineers Way, Wembley, HA9 0FJ

By First Class Post and Email:
alice.lester@brent.gov.uk

Department: Housing and Land

Date: 08/08/25

Dear Alice,

RE: Agreement dated 16 December 2019 between (1) Greater London Authority (the GLA) and (2) The Mayor and Burgess of the London Borough of Brent (the Local Authority) relating to South Kilburn Regeneration HIF MVF Scheme as varied by a letter of agreement dated 28 March 2024 (the Agreement)

Clause 9.1(c) of the Agreement provides that the GLA may amend or vary the Agreement by mutual written agreement between the Local Authority and the GLA. Changes may also be made to the HIF Funded Infrastructure Works Details with the GLA's consent at its absolute discretion (Schedule 2, paragraph 17).

In accordance with Clause 9 and Schedule 2, paragraph 17 of the Agreement, I hereby confirm that the changes set out in Table 1 are agreed by the GLA.

Table 1: Amendments to the Agreement

HIF Funded Infrastructure Works Backstop Date	The HIF Funded Infrastructure Works Backstop Date definition in clause 2.1 is to be deleted and replaced with the following wording: "Means 31 March 2027"
Longstop Date	The Longstop Date definition in clause 2.1 is to be deleted and replaced with the following wording: "Means 31 March 2026"
Conditions Precedent to the Grant (Schedule 5)	The Condition Precedent to the Grant in Schedule 5 (<i>Conditions precedent to the grant</i>), paragraph 1(h)(3) (<i>that terms are agreed with Transport for London for the relocation of the office building required to deliver the HIF Funded Infrastructure Works</i>), is to be deleted.

Additional Project Specific Provisions (Schedule 6)	Paragraph 5.1 (<i>limitation on total grant availability</i>) of Schedule 6 (<i>Additional Project Specific Provisions</i>) is to be deleted and replaced with the following wording: “The Local Authority agrees and acknowledges that it shall not submit a Claim Form requesting more than the first 10% of the Total Grant (£1,000,000.00) and the GLA shall not be obliged to pay any amount of Grant in excess of the first 10% of the Total Grant until the Local Authority has provided written evidence that it has obtained detailed/full planning permission for Phase 2, Phase 3a and the Hereford & Exeter site on Phase 3b of the Project to the GLA.
Appendix 1	The plans included within Appendix 1 that identify the Site are to be deleted and replaced with the plans included within Appendix 1 of this letter.
Appendix 6	The plan set out at Appendix 2 of this letter shall be included within Appendix 6.

Given the extension to the HIF Funded Infrastructure Works Backstop Date and the Longstop Date set out above, which has been agreed with the Ministry for Housing, Communities and Local Government, it is now anticipated that the Local Authority will draw down Grant in respect of the Queens Park Gyratory Works. Accordingly, for the avoidance of doubt and notwithstanding any provision to the contrary in the letter of agreement between the GLA and the Local Authority dated 28 March 2024 relating to the Agreement, the Conditions Precedent specified in Schedule 5 shall apply to the Queens Park Gyratory Works (in addition to all other HIF Funded Infrastructure Works) in respect of any Interim Claim and the Final Claim, subject the provisions of this letter.

In accordance with Clause 4.2 of the Agreement, I hereby confirm that the GLA agrees to make available the Grant associated with the Queens Park Gyratory Works up to £500,000 in advance of the Conditions Precedent set out in Table 2 below being met.

Save in respect of the £500,000 of Grant referred to above and up to £116,000 of Grant in respect of the Peel/Canterbury Road Highway Works which has not yet been paid out at the date of this letter, any further Grant in respect of the HIF Funded Infrastructure Works will only be made available by the GLA in accordance with the Agreement once the conditions in Table 2 below have been met and subject to a further Condition Precedent, which shall be deemed added to Schedule 5, that the demolition works in respect of the Queens Park Gyratory Works have started on site.

Table 2: Conditions Precedent to be waived in respect of the first Interim Claim (the “Second Claim”)

Conditions Precedent to the Grant (Schedule 5)	Schedule 5, paragraph 1(e) <i>(the GLA is satisfied (acting reasonably) that contractors have or will be appointed with sufficient capability, experience and funding to deliver the Project by 31 December 2029)</i>
Conditions Precedent to the Grant (Schedule 5)	Schedule 5, paragraph 1(i)(1) <i>(an updated cost plans once the HIF Funded Infrastructure Works are fully designed and procured. Should the costs associated with the HIF Funded Infrastructure Works change, the Local Authority is required to provide a written undertaking that they will fund any overspend in full.)</i>

Terms used in this letter carry the same meaning as those set out in the Agreement.

To confirm the Local Authority’s acceptance of the revised terms set out above, please return a hard copy of this letter countersigned by the Local Authority’s authorised officer, to your GLA contact at City Hall, Kamal Chunchie Way, London E16 1ZE1. Please also send an electronic copy to: catarina.finnerty@london.gov.uk, copying ryan.wilks@london.gov.uk.

Yours sincerely,



Amy Simmons

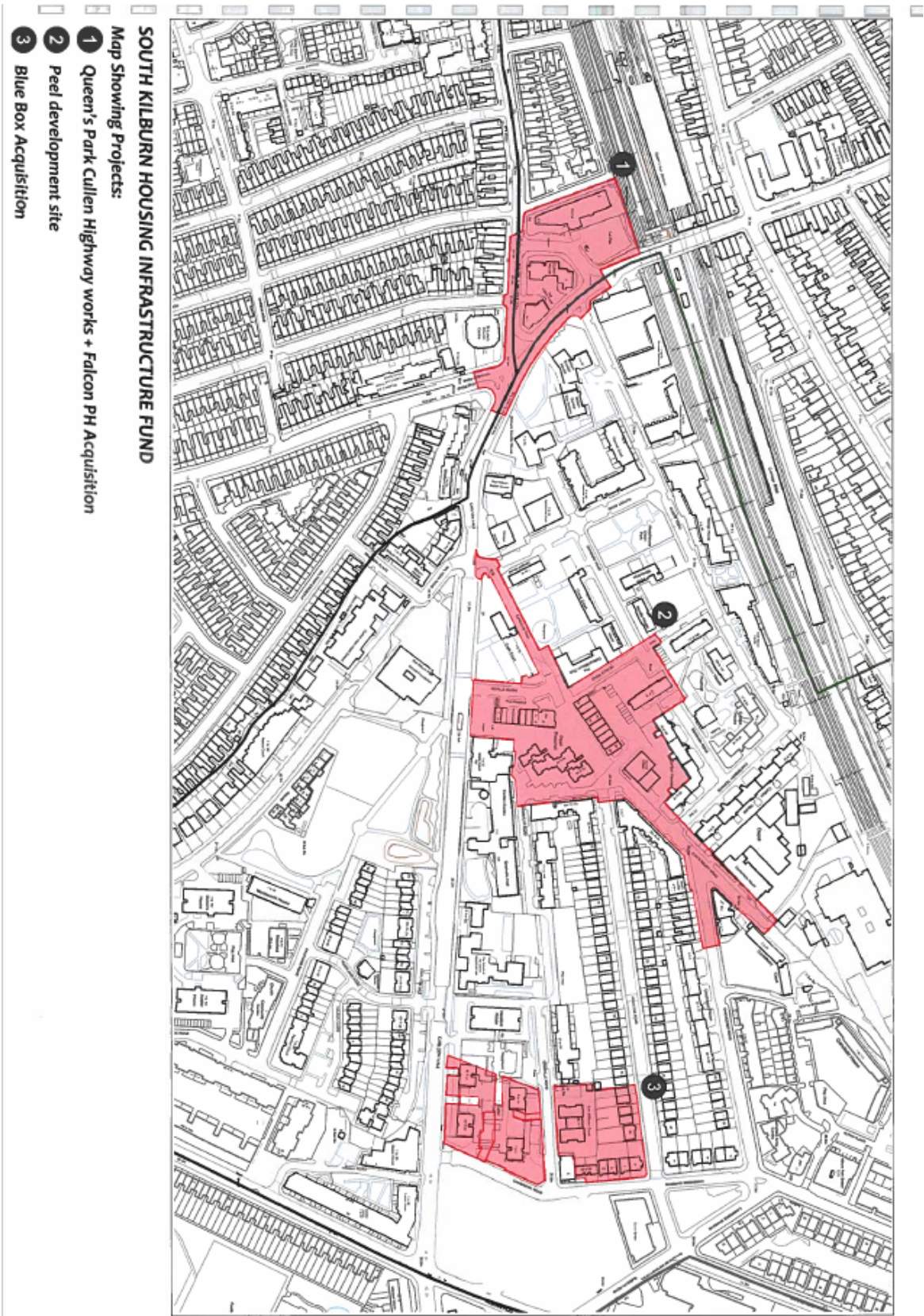
Head of Area North West, Housing & Land

For and on behalf of the Greater London Authority

I hereby accept the revised terms to the Agreement as set out above for and on behalf of the Local Authority.

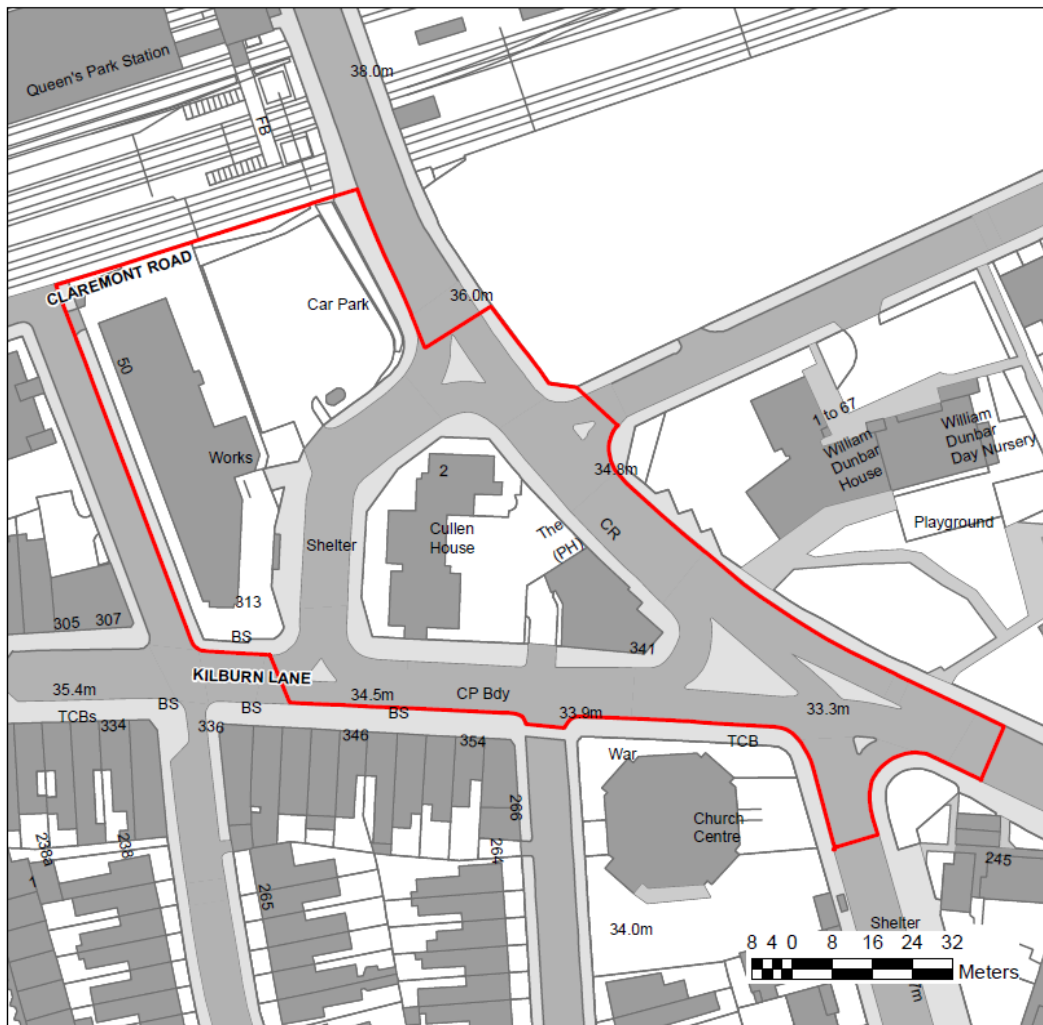
Authorised Officer Name	Signature	Date

APPENDIX 1 – PLANS SHOWING THE SITE



Site 18

Red Line Boundary



Brent

Premises shown outlined red.

1:1,120

Plan to stated scale if printed at A4.

PSMA OS copyright statement

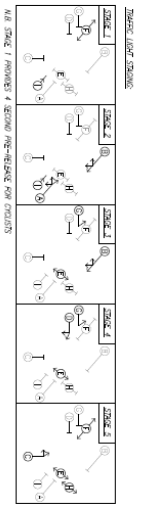
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NORTH





1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECT'S AND ENGINEER'S DRAWINGS AND THE SPECIFICATION.

2. DO NOT SCALE FROM THIS DRAWING.

3. KEY

	NEW FOOTWAY
	FOOTWAY/THATCH ISLAND BARRIER AND CARBONATE MODIFIED

FOR INFORMATION ONLY

A	2012.12.17	ASSIGNED FOR INFORMATION	MO
	2012.12.17	ASSIGNED FOR INFORMATION	GO

Mr.
 CARLTON VALE / KILBURN LANE
 PROPOSED JUNCTION
 SCOPE OF WORK

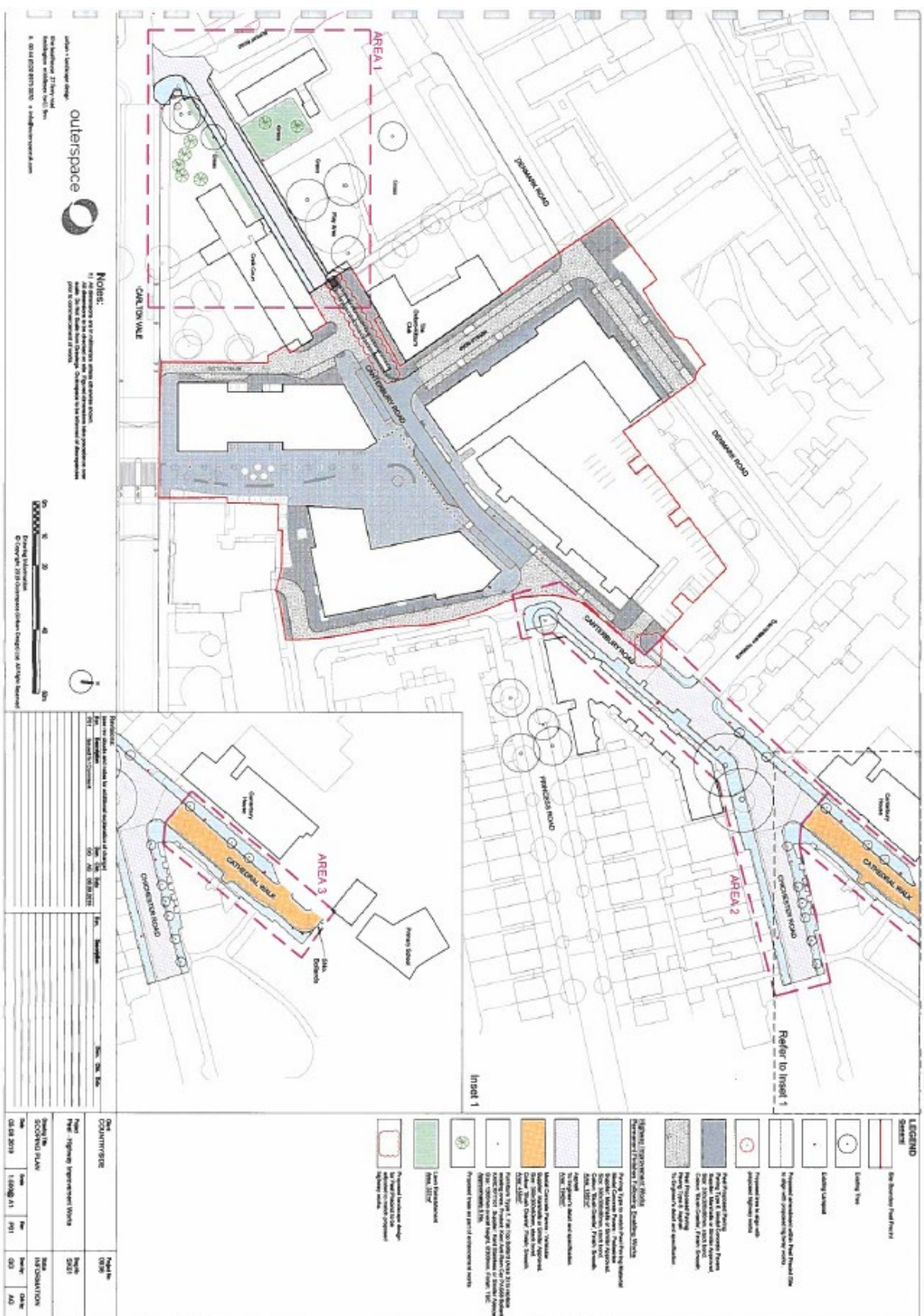
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SP	MBF
Date	Issue (original - A1)
NOV 17	1/250

Alan Baxter

75 Courcous Street, London EC1M 6EL
 Tel: 020 7290 1555
 Email: info@3dshooter.co.uk
 www.3dshooter.co.uk

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APPENDIX 2 – PHASING PLAN

South Kilburn

HIF Peel Development - Phasing Programme

(To be read in conjunction with the agreed 'Schedule 3 - Performance Data and Financial Profiling' document).

Regeneration phasing - detail

Delivery

