

# **Planning Obligation by Deed of Unilateral Undertaking under Section 106 of the Town and Country Planning Act 1990**

Relating to development at Land bordered by Northumberland Park to the north, High Road to the west, Park Lane to the south and Worcester Avenue to the east

Dated 31 January 2014

STARDARE LIMITED (1)  
STAR FURNISHING COMPANY LIMITED (2)  
TOTTENHAM HOTSPUR FOOTBALL & ATHLETIC CO LIMITED (3)  
PAXTON ROAD LIMITED (4)  
WHITE HART LANE STADIUM LIMITED (5)  
TOTTENHAM HOTSPUR LIMITED (6)  
TOTTENHAM HOTSPUR FINANCE COMPANY LIMITED (7)  
TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED (8)

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DATE

31 January

2014

**PARTIES :**

- (1) **ALL THOSE PERSONS AND COMPANIES** listed in the First Schedule who hold the interests in the Stadium Development Site and Southern Development Site referred to therein (collectively "the Owners");
- (2) **TOTTENHAM HOTSPUR LIMITED** of Bill Nicholson Way 748 High Road London N17 0AP ("the Surety"); and
- (3) **TOTTENHAM HOTSPUR PROPERTY COMPANY LIMITED** of Bill Nicholson Way 748 High Road London N17 0AP ("the Developer").

**IN FAVOUR OF:**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of the Civic Centre Wood Green London N22 4LE ("the Council")

**INTRODUCTION AND RECITALS**

- (1) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Stadium Development Site and Southern Development Site are situated.
- (2) The Owners are the freehold and leasehold owners of those parts of the Stadium Development Site and Southern Development Site as set out in the First Schedule against which this Deed may be enforced.
- (3) On 20 September 2011 the Council granted the Planning Permission for the development of the Site in accordance with the Application following completion of the Original Agreement.
- (4) In December 2011 the Developer applied to the Council for permission to develop the Northern Development Site in accordance with the Northern Development Amendment Application and the Southern Development Site in accordance with the Southern Development Amendment Application.
- (5) On 13 February 2012 the Council resolved to approve the Northern Development Amendment Application and the Southern Development Amendment Application and also to approve the replacement of the Original Agreement with a new Section 106 Agreement.

- (6) On 29 March 2012 the Council the Owners the Surety and the Developer entered into a replacement Section 106 Agreement ("the 2012 Agreement") which replaced and cancelled the Original Agreement.
- (7) Upon completion of the 2012 Agreement the Council issued the Northern Development Amendment Permission and the Southern Development Amendment Permission.
- (8) On 30 July 2012 the Council made the London Borough of Haringey (Northumberland Development Project)(No 1) Compulsory Purchase Order 2012 ("the CPO") in order to facilitate the delivery of the Development.
- (9) In March and April 2013 a public inquiry was held to consider the outstanding objection to the CPO.
- (10) The Owners and the Developer have agreed to enter into this Deed of Unilateral Undertaking to provide additional planning obligations in relation to affordable housing in order to contribute to the achievement of the promotion or enhancement of the economic social and environmental well being of the area in which the Stadium Development Site and Southern Development Site are situated.

## **1. INTERPRETATION**

- 1.1. Subject to Clause 1.2 below the words and expressions defined in the 2012 Agreement shall have the same meaning in this Deed.
- 1.2. For the purposes of this Deed the following expressions shall have the following meanings :

### **DEFINITIONS**

"Affordable Housing"	Subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market
"Affordable Housing Provider"	A registered social landlord pursuant to the Housing Act 1996 or a non profit registered provider pursuant to the Housing and Regeneration Act 2008
"Chargee"	Any mortgagee or chargee of the Affordable Housing Provider or the successors in title to such mortgagee or



	chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
"Dwelling"	A dwelling (including a house flat or maisonette)
"Intermediate Units"	Means either those Off-site Affordable Housing Units or On-site Affordable Housing Units made available for letting to persons on assured shorthold tenancies at rents no more than 80% of the market level in the local area and/or accommodation in respect of which it is intended initially to dispose of less than 100% of the equity to the intended occupier the balance of the equity being held by an Affordable Housing Provider or being subsequently disposed of to the occupier
"Market Housing Units"	Those Dwellings within the Southern Development which are general market housing for sale on the open market and which are not Affordable Housing
"Off-site Affordable Housing Details"	Details of the Off-site Affordable Housing Units setting out the location, tenure and mix of the Off-site Affordable Housing Units (which shall accord with the requirements of the London Plan) to be submitted to the Council in accordance with paragraph 1.1 of the Second Schedule to this Deed
"Off-site Affordable Housing Units"	100 Dwellings comprising Affordable Housing to be delivered by the Owners and/or the Developer away from the Site
"On-site Affordable Housing Details"	Details of the On-site Affordable Housing Units setting out the location, tenure and mix of the On-Site Affordable Housing Units (which shall accord with the requirements of the London Plan) to be submitted to the Council in accordance with paragraph 2.4 of the Second Schedule
"On-site Affordable Housing"	100 Dwellings comprising Affordable Housing forming

Units"	part of the Southern Development
"Protected Tenant"	any tenant who: <ul style="list-style-type: none"> <li>(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Off-site or On-site Affordable Housing Unit</li> <li>(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Off-site or On-site Affordable Housing Unit</li> <li>(c) has been granted a shared ownership lease by a Affordable Housing Provider (or similar arrangement where a share of the Off-site or On-site Affordable Housing Unit is owned by the tenant and a share is owned by the Affordable Housing Provider) in respect of a particular Off-site or On-site Affordable Housing Unit and the tenant has subsequently purchased from the Affordable Housing Provider all the remaining shares so that the tenant owns the entire Off-site or On-site Affordable Housing Unit</li> </ul>

## **2. CONSTRUCTION OF THIS DEED**

- 2.1. Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.

- 2.4. Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6. References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.7. Headings in this Deed are for ease of reference only and shall not affect the construction of this Deed.

### **3. LEGAL BASIS**

- 3.1. This Deed is made pursuant to Section 106 of the 1990 Act.
- 3.2. The covenants, restrictions and requirements imposed under this Deed create planning obligations pursuant to Section 106 of the 1990 Act in respect of the Stadium Development Site and Southern Development Site and are enforceable by the Council as the local planning authority against the Owners and the Developer.
- 3.3. Both the positive and restrictive covenants and undertakings herein on the part of the Owners and the Developer are entered into with the intent that the same shall be enforceable (subject to clause 8.4) without limit of time not only against the Owners and the Developer but also against their successors in title and assigns and any person corporate or otherwise claiming through or under the Owners and/or the Developer an interest or estate created after the date hereof on the Stadium Development Site and Southern Development Site or any part or parts thereof as if that person has also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.



#### **4. CONDITIONALITY**

- 4.1. The planning obligations within this Deed are conditional upon the confirmation of the CPO by the Secretary of State for Communities and Local Government and the acquisition of the land comprised within the CPO by the Council pursuant to the CPO.

#### **5. THE OWNERS' AND DEVELOPER'S COVENANTS**

- 5.1. The Owners and the Developer covenant with the Council as set out in the Second Schedule to this Deed.

#### **6. THE SURETY'S COVENANTS**

- 6.1. The Surety covenants with the Council as set out in the Third Schedule to this Deed.

#### **7. THIRD PARTY RIGHTS**

- 7.1. No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

#### **8. REGISTRATION**

- 8.1. This Deed shall be registerable as a local land charge by the Council.
- 8.2. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.3. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission and Southern Development Amendment Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners and the Developer) are modified by any statutory procedure or expire prior to the Commencement of the Stadium Development or Southern Development.
- 8.4. Apart from the Surety whose liability shall continue in perpetuity in accordance with the provisions of the Third Schedule no person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Stadium Development Site and the Southern Development Site or that part of the Stadium Development Site or Southern Development Site in respect of which the breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.



## **9. SUPPLEMENTAL DEED**

9.1. The Owner and the Developer and the Surety covenant with the Council that if they (individually or jointly) acquire an estate or interest in any part of the Stadium Development Site or Southern Development Site not already bound by the relevant planning obligations in this Deed they shall enter into a Supplemental Deed so as to make such land subject to those planning obligations contained in this Deed which relate to that part of the Stadium Development Site or Southern Development Site **PROVIDED** that no person shall be obliged to enter into a Supplemental Deed which purports to apply a provision of this Deed which does not bind the land in respect of which the person has an estate or interest or which otherwise contains obligations which are more onerous than those in this Deed.

9.2. No part of the Development on any land comprised in the Stadium Development Site or Southern Development Site not bound by this Deed shall be commenced on any such land unless:

9.2.1. a Supplemental Deed pursuant to Clause 9.1 has been entered into in respect of that land; or

9.2.2. the Council has approved the Commencement of such Development.

## **10. ALTERNATIVE PLANNING PERMISSION**

10.1. Nothing in this Deed shall prohibit or limit the right to develop any part of the Stadium Development Site or Southern Development Site in accordance with a planning permission (other than the Planning Permission or Southern Development Amendment Permission) granted (whether or not on appeal) after the date of this Deed.

## **11. JURISDICTION**

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

## **12. DELIVERY**

12.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been executed and dated.

## FIRST SCHEDULE

### The Owners

#### Definitions and Interpretations

In this Schedule the following additional expressions shall also apply:

"the Owners"

all those with a legal interest in the Stadium Development Site and/or Southern Development Site including the following:

- **Stardare Limited** (Registered Company No. 02208606) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Star Furnishing Company Limited** (Registered Company No. 0018090950) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Tottenham Hotspur Football & Athletic Co. Limited** (Registered Company No. 00057186) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Paxton Road Limited** (Registered Company No. 04418963) whose registered office is situated at Bill Nicholson Way 748 High Road London N17 OAP;
- **Tottenham Hotspur Limited** (Registered Company No. 01706358) whose registered office is situated at Bill

Nicholson Way 748 High Road London  
N17 OAP;

- **White Hart Lane Stadium Limited**  
(Registered Company No. 04528703)  
whose registered office is situated at Bill  
Nicholson Way 748 High Road London  
N17 OAP;

"the Plans"

the plans marked as "Plan 1" and "Plan 2" and  
appended to this Schedule

"the Red Land"

all that land and buildings shown for the purposes  
of identification only coloured red on the Plans  
registered at the Land Registry under title  
numbers

Freehold:  
AGL203721  
EGL199924  
AGL167197  
MX356070  
MX247071  
MX392937  
AGL169783  
EGL218642  
NGL142590  
MX225694

Leasehold:  
NGL125085

"the Blue Land"

all that land and buildings shown for the purposes  
of identification only coloured blue on the Plans  
registered at the Land Registry under title  
numbers

Freehold:  
NGL486903  
MX136947  
MX396927  
EGL324284  
NGL220451  
EGL191646

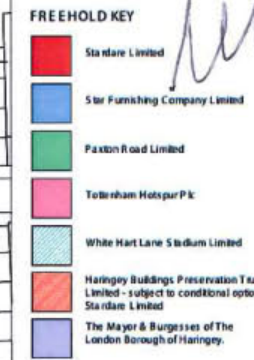


	Leasehold: EGL180657
"the Pink Land"	all that land and buildings shown for the purposes of identification only coloured pink on the Plans registered at the Land Registry under title numbers
	Freehold: EGL317908
	Leasehold: AGL111955
"the Green Land"	all that land and buildings shown for the purposes of identification only coloured green on the Plan 1 registered at the Land Registry under title numbers
	NGL135683 NGL283309 NGL416664
"the Land Hatched Green"	all that land and buildings shown for the purposes of identification only coloured hatched green on the Plan 1 registered at the Land Registry under title number
	AGL111807 AGL110945
"the Land Cross-Hatched Green"	all that land and buildings shown for the purposes of identification only coloured cross-hatched green on the Plan 2 registered at the Land Registry under title number NGL348791
"the Land Hatched Black"	all that land and buildings shown for the purposes of identification only coloured hatched black on Plan 2 registered at the Land Registry under title numbers
	AGL171505 AGL115005 AGL111809

**Whereas:**

1. **Stardare Limited** is registered as the freehold owner of the Red Land shown on Plan 1 and as the leasehold owner of the Red Land shown on Plan 2.
2. **Star Furnishing Company Limited** is registered as the freehold owner of the Blue Land shown on Plan 1 and as the leasehold owner of the Blue Land shown on Plan 2.
3. **Tottenham Hotspur Football & Athletic Co. Limited** is registered as the leaseholder owner of the Land Hatched Black.
4. **Paxton Road Limited** is registered as the freehold owner of the Green Land shown on Plan 1 and as the leasehold owner of the Land Cross-Hatched Green shown on Plan 2.
5. **Tottenham Hotspur Limited** is registered as the freeholder owner of the Pink Land shown on Plan 1 and as the leasehold owner of the Pink Land (including the land coloured pink and cross-hatched green) shown on Plan 2.
6. **White Hart Lane Stadium Limited** is registered as the freehold owner of the Land Hatched Green.
7. **Tottenham Hotspur Finance Company Limited** holds a legal charge in respect of the land registered at the Land Registry under title numbers AGL111807 (White Hart Lane Stadium Limited)





PRELIMINARY

TO TOTTENHAM HOTSPUR FOOTBALL CLUB

NO RTHUMBERLAND DEVELOPMENT PROJECT

PROPOSED STADIUM

<b>KSS</b>		<input type="checkbox"/> <b>Web</b> <input type="checkbox"/> <b>Web</b> <input type="checkbox"/> <b>1-500</b> <input type="checkbox"/> <b>Web</b> <input type="checkbox"/> <b>1-500 and 1-500</b>	
<b>Location</b>	<b>Contractors</b>	<b>NT</b>	<b>0.0/3</b>
<b>1-500 West</b> <b>London W 12 126</b> <b>T +44(0)20 7307 2323</b> <b>F +44(0)20 7307 2309</b>	<b>7 Bridge Way</b> <b>Stockley Park Ux 126</b> <b>T +44(0)20 7307 2323</b> <b>F +44(0)1753 467 941</b>	<b>Availability</b>	<b>NT</b>
			<b>36 0.1</b>
<b>Head Office</b>	<b>Head Office</b>		<b>Head Office</b>







## SECOND SCHEDULE

The Developer and the Owners hereby covenant and undertake for themselves and their successors in title with the Council as follows :

### 1. OFF-SITE AFFORDABLE HOUSING

- 1.1. Within 3 months of the Commencement of the Stadium Development to submit the Off-site Affordable Housing Details to the Council for its approval.
- 1.2. Subject to the provisions of paragraphs 2.1 to 2.14 of this Schedule not to hold or permit the holding of a Major Event at the Completed Stadium unless and until :
  - (i) The Off-site Affordable Housing Units have been constructed and made ready for residential occupation in accordance with the approved Off-site Affordable Housing Details (and written notice of such has been provided to the Council); and
  - (ii) The Off-site Affordable Housing Units have been transferred to an Affordable Housing Provider.
- 1.3. To procure that all the Off-site Affordable Housing Units will accord with Lifetime Homes standards and the Mayor of London standards on internal space.
- 1.4. To procure the construction of the Off-site Affordable Housing Units in accordance with the approved Off-site Affordable Housing Details.
- 1.5. Prior to the transfer of the Off-site Affordable Housing Units to an Affordable Housing Provider, to procure that the Affordable Housing Provider enters into an agreement with the Council regarding the nomination by the Council of tenants for the Off-site Affordable Housing Units available for rent and an agreement with the Council regarding the marketing of the Off-site Affordable Housing Units available for purchase (or a combination of purchase and rent).
- 1.6. From the date of practical completion of the Off-site Affordable Housing Units to procure that they shall not be used other than for Affordable Housing in accordance with a nominations agreement agreed with the Council as Local Housing Authority pursuant to paragraph 1.5 above save that this obligation shall not be binding on :
  - (i) any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title

thereto and their respective mortgagees and charges or any person claiming by title paramount to any Protected Tenant or any such person; or

- (ii) any Chargee provided that the Chargee shall have first complied with the Chargee's duty under paragraph 1.8 below; or
- (iii) any purchaser from a mortgagee of an individual Off-site Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any person deriving title from such purchaser.

1.7. None of the Off-site Affordable Housing Units shall be Occupied until the Off-site Affordable Housing Units have been transferred to the Affordable Housing Provider.

1.8. The Chargee shall prior to seeking to dispose of the Off-site Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 3 months prior notice to the Council of its intention to dispose and;

- a) In the event that the Council responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the Off-site Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer provided that after both :

- i) practical completion of the Off-site Affordable Housing Units; and
- ii) all the Off-site Affordable Housing Units have been let for the first time

the Chargee shall only be required to transfer the Off-site Affordable Housing Units at a price which disregards paragraphs 1.6, 1.7 and 1.9 of this Schedule

- b) if the Council does not serve its response to the notice served under paragraph 1.8 within the 3 months then the Chargee shall be entitled to dispose free of the restrictions set out in paragraphs 1.6, 1.7 and 1.9 of this Schedule
- c) if the Council or any person cannot within 6 months of the date of receipt of the notice from the Chargee under paragraph 1.8 secure such transfer then provided that the Chargee shall have complied with its obligations under this paragraph the Chargee shall be entitled to dispose free of the restrictions set



out in paragraphs 1.6, 1.7 and 1.9 of this Schedule which paragraphs shall cease to apply to the Off-site Affordable Housing Units

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Chargee to act contrary to its rights and duties under the charge or mortgage and the Council must give full consideration to protecting the interests of the Chargee in respect of moneys outstanding under the charge or mortgage.

1.9 To procure that an Affordable Housing Provider markets any Intermediate Units initially to the following people in order of priority such marketing to commence not less than six months prior to the date of practical completion and in respect of categories (i), (ii), (iii) and (iv) below to last for a period of not less than six months :

- (i) Existing tenants of Homes for Haringey or Affordable Housing Providers within the borough;
- (ii) Armed forces personnel based in London, the East and South East of England;
- (iii) Clients on the Haringey Housing Register in the following of priority:
  - Homeless households
  - Overcrowded households
  - Vulnerable households
  - Households that can demonstrate a local connection by having resided in the borough for a minimum period of 6 months
- (iv) First time buyers;
- (v) Any other persons who meet the Homes and Communities Agency eligibility criteria through the Home Buy Agent as defined from time to time by the Homes and Communities Agency (HCA) or Greater London Authority (GLA).

## **2 ALTERNATIVE ON-SITE AFFORDABLE HOUSING**

2.1 In the event that the Off-site Affordable Housing Units have not been constructed and made ready for residential occupation and/or transferred to the Affordable Housing Provider prior to the date on which the Owner is otherwise ready to hold

the first Major Event at the Completed Stadium the Owner and/or the Developer may serve written notice on the Council confirming its intention to comply with the obligations in paragraphs 2.4 to 2.14 of this Schedule ("the On-site Affordable Housing Notice")

- 2.2 If the Owner and/or the Developer serves the On-site Affordable Housing Notice on the Council pursuant to paragraph 2.1 of this Schedule :
- (i) Paragraphs 1.1 to 1.9 of this Schedule shall no longer apply; and
  - (ii) Paragraphs 2.4 to 2.14 shall take effect.
- 2.3 For the avoidance of doubt paragraphs 2.4 to 2.14 of this Schedule shall only take effect if the Owner and/or the Developer serves the On-site Affordable Housing Notice on the Council.
- 2.4 Prior to the Commencement of the Southern Development to submit the On-site Affordable Housing Details to the Council for approval.
- 2.5 To procure that all the On-site Affordable Housing Units will accord with Lifetime Homes standards and the Mayor of London standards on internal space.
- 2.6 Not to Commence or permit Commencement of the Southern Development until the On-site Affordable Housing Details have been approved by the Council.
- 2.7 To procure the construction of the Southern Development in accordance with the approved On-site Affordable Housing Details.
- 2.8 To procure that no more than 25% of the Market Housing Units shall be Occupied until all of the On-site Affordable Housing Units have been constructed in accordance with the approved On-site Affordable Housing Units and made ready for residential occupation and written notification of such has been received by the Council.
- 2.9 To procure that no more than 50% of the Market Housing Units shall be Occupied until all of the On-site Affordable Housing Units have been transferred to an Affordable Housing Provider.
- 2.10 Prior to the transfer of the On-site Affordable Housing Units to an Affordable Housing Provider, to procure that the Affordable Housing Provider enters into an agreement with the Council regarding the nomination by the Council of tenants for

the On-site Affordable Housing Units available for rent and an agreement with the Council regarding the marketing of the On-site Affordable Housing Units available for purchase (or a combination of purchase and rent).

2.11 From the date of practical completion of the On-site Affordable Housing Units they shall not be used other than for Affordable Housing in accordance with a nominations agreement agreed with the Council as Local Housing Authority pursuant to paragraph 2.10 above save that this obligation shall not be binding on :

- (i) any Protected Tenant or any mortgagee or Chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and Chargees or any person claiming by title paramount to any Protected Tenant or any such person; or
- (ii) any Chargee provided that the Chargee shall have first complied with the Chargee's duty under paragraph 2.13 below; or
- (iii) any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any person deriving title from such purchaser.

2.12 None of the On-site Affordable Housing Units shall be Occupied until the Affordable Housing Units have been transferred to the Affordable Housing Provider.

2.13 The Chargee shall prior to seeking to dispose of the On-site Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than 3 months prior notice to the Council of its intention to dispose and;

(a) In the event that the Council responds within 3 months from receipt of the notice indicating that arrangements for the transfer of the On-site Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer provided that after both :

- (i) practical completion of the On-site Affordable Housing Units; and
- (ii) all the On-site Affordable Housing Units have been let for the first time



the Chargee shall only be required to transfer the On-site Affordable Housing Units at a price which disregards paragraphs 2.11, 2.12 and 2.14 of this Schedule

- (b) if the Council does not serve its response to the notice served under paragraph 2.13 within the 3 months then the Chargee shall be entitled to dispose free of the restrictions set out in paragraphs 2.11, 2.12 and 2.14 of this Schedule which paragraphs shall cease to apply to the On-site Affordable Housing Units.
- (c) if the Council or any person cannot within 6 months of the date of receipt of the notice from the Chargee under paragraph 2.13 secure such transfer then provided that the Chargee shall have complied with its obligations under this paragraph the Chargee shall be entitled to dispose free of the restrictions set out in paragraphs 2.11, 2.12 and 2.14 of this Schedule which paragraphs shall cease to apply to the On-site Affordable Housing Units

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Chargee to act contrary to its rights and duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Chargee in respect of moneys outstanding under the charge or mortgage.

2.14 To procure that an Affordable Housing Provider markets any Intermediate Units initially to the following people in order of priority such marketing to commence not less than six months prior to the date of practical completion and in respect of categories (i), (ii), (iii) and (iv) below to last for a period of not less than six months :

- (i) Existing tenants of Homes for Haringey or Affordable Housing Providers within the borough;
- (ii) Armed forces personnel based in London, the East and South East of England;
- (iii) Clients on the Haringey Housing Register in the following of priority:
  - Homeless households
  - Overcrowded households
  - Vulnerable households

- Households that can demonstrate a local connection by having resided in the borough for a minimum period of 6 months
- (iv) First time buyers;
- (v) Any other persons who meet the Homes and Communities Agency eligibility criteria through the Home Buy Agent as defined from time to time by the Homes and Communities Agency (HCA) or Greater London Authority (GLA).

## **THIRD SCHEDULE**

### **Guarantee by the Surety**

#### **Background**

1. The Surety has agreed to enter into this Deed to guarantee the due performance of this Deed in the following manner.

#### **The Surety's Covenants**

2. The Surety covenants and undertakes with the Council as follows:
  - a) The Surety will in all respects guarantee the due and proper performance of the Deed and the due observance and punctual performance of all the obligations, duties, undertakings, covenants and conditions by or on the part of the Developer and the Owners and to be observed and performed by them which are set out in this Deed (collectively "the Obligations") which guarantee shall extend to include any variation of or addition to this Deed.
  - b) If the Developer and/or the Owners in any respect or for any reason fail or are unable to carry out observe or perform all or any of the Obligations (unless relieved of any of the Obligations by any condition of this Deed itself or by the decision of a court or tribunal of competent jurisdiction) then the Surety shall be liable for, and shall indemnify the Council against all losses, damages, costs and expenses whatsoever that may be incurred by the Council by reason of or in consequence of any default or inability on the part of the Developer and/or the Owners in performing any of the Obligations under this Deed, to the extent that such losses, damages, costs and expenses may be claimed by the Council against either the Developer and/or the Owners under this Deed.

#### **Avoidance of Obligations**

3. The Surety shall not be discharged or released from this Guarantee by:
  - a) Any agreement, concession, conduct, forbearance or indulgence granted to the Developer and/or the Owners under this Deed or any alteration to the terms of this Deed; or
  - b) Any other compromise or settlement of any dispute between the Council and the Developer and/or the Owners (but so that the Council shall not pursue against the



Surety a remedy contrary to the terms of any such compromise or settlement in so far as the Developer and/or the Owners have complied with such terms).

#### **Duration of the Guarantee**

4. This Guarantee is a continuing guarantee and:
  - a) shall remain in operation until either:
    - all of the Obligations under this Deed have been satisfied or performed in full; or
    - the Surety has paid the Council all of the sums payable to the Council under the terms of this Deed;
  - b) is in addition to and not in substitution for any other security which the Council may at any time hold for the performance of such obligations; and
  - c) may be enforced without first having recourse to any such security and without taking any other steps or proceedings against either the Developer and/or the Owners.

#### **Sums due from the Developer and/or Owners**

5. In so far as any sums are due from the Developer and/or the Owners to the Council under the terms of this Deed then the Surety shall not:
  - a) by paying any sum in accordance with this Guarantee or by any other means or grounds claim or recover by the institution of proceedings or threat of proceedings or otherwise such sum from the Developer and/or Owners; or
  - b) claim any set-off or counterclaim against the Developer and/or Owners; or
  - c) prove in competition with the Council in respect of any payment by the Surety in accordance with this Guarantee; or
  - d) be entitled in competition with the Council to claim or have the benefit of any security which the Council holds or may hold for any money or liabilities due or incurred by the Developer and/or the Owners to the Council;

and in case the Surety receives any sums from the Developer and/or the Owners in respect of any payments made by the Surety in accordance with this Guarantee the

Surety shall hold such monies in trust for the Council so long as any sums are payable (contingently or otherwise) under this Guarantee.

**Disclaimer of this Deed**

6. The Surety's obligations and liability under this Guarantee shall continue notwithstanding any disclaimer of this Deed by a liquidator or administrator appointed of the Developer and/or any one or more of the Owners and in the event of such a disclaimer this Deed shall for the purposes of this Guarantee be deemed to continue

**Surety's liability no greater than the Developer's and Owners' liability**

7. This Guarantee shall not be construed as placing any greater liability upon the Surety than is upon the Developer and the Owners under the terms of this Deed

**English Law**

8. This Guarantee shall be governed by and construed in accordance with English law.


IN WITNESS whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED AS A DEED by **STARDARE  
LIMITED** acting by a Director  
In the presence of :

)  
)  
)



Director:

Signature of witness 

Name JEMMA SCARBY

Address 87 CHANCERY LANE  
LONDON WC2A 1ET




EXECUTED AS A DEED by **STAR  
FURNISHING COMPANY LIMITED**  
acting by a Director  
In the presence of :

)  
)  
)  
)



Director:

Signature of witness 

Name JEMMA SCARBY


Address 87 CHANCERY LANE  
LONDON WC2A 1ET

EXECUTED AS A DEED by **TOTTENHAM  
HOTSPUR FOOTBALL & ATHLETIC CO  
LIMITED** acting by a Director  
In the presence of :

)  
)  
)  
)



Director:

Signature of witness 

Name JEMMA SCARBY

Address 87 CHANCERY LANE  
LONDON WC2A 1ET

EXECUTED AS A DEED by **PAXTON ROAD  
LIMITED** acting by a Director  
In the presence of :

)  
)  
)



Director:

Signature of witness 

Name JEMMA SCARBY

Address 87 CHANCERY LANE  
LONDON WC2A 1ET

EXECUTED AS A DEED by **WHITE HART** )  
**LANE STADIUM LIMITED** acting by a Director )  
In the presence of : )

Director:

Signature of witness

Name JEMMA SCARBY

Address 87 CHANCERY LANE  
LONDON WC2A 1ET

EXECUTED AS A DEED by **TOTTENHAM** )  
**HOTSPUR LIMITED** acting by a Director )  
In the presence of : )

Director:

Signature of witness

Name JEMMA SCARBY

Address 87 CHANCERY LANE  
LONDON WC2A 1ET

EXECUTED AS A DEED by **TOTTENHAM** )  
**HOTSPUR FINANCE COMPANY LIMITED** )  
acting by a Director )  
In the presence of : )

Director:

Signature of witness

Name JEMMA SCARBY

Address 87 CHANCERY LANE  
LONDON WC2A 1ET




EXECUTED AS A DEED by **TOTTENHAM  
HOTSPUR PROPERTY COMPANY LIMITED**  
acting by a Director  
In the presence of :

)  
)  
)  
)



Director:

Signature of witness 

Name JEMINA SCARLY

Address 87 CHANCERY LANE  
LONDON WC2A 1ET ,