DATED 14th April 2010

THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES

and

ST MARY'S UNIVERSITY COLLEGE TWICKENHAM

and

ST MARYS COLLEGE RESIDENCES PLC


DEED OF AGREEMENT
made under Section 106 of the Town & Country Planning Act 1990 relating to St Mary's University College
Waldegrave Road, Twickenham

MILLS & REEVE
THIS DEED OF AGREEMENT is made 16th April 2010

BETWEEN

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the Council") of the first part and

ST MARYS UNIVERSITY COLLEGE TWICKENHAM of Waldegrave Road Strawberry Hill, Twickenham TW1 4SX ("the First Owner") of the second part and

ST MARYS COLLEGE RESIDENCES PLC (Company registration number 2660912) whose registered office is at St Mary's University College Waldegrave Road Twickenham TW1 4SX (the "Second Owner") of the third part

INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:

"the 1990 Act" the Town & Country Planning Act 1990

"the College Facilities" the new sports hall to be constructed as part of the Development the existing sports hall as refurbished and remodelled as part of the Development and the tennis hall, all as shown on Plan 3

"Community" the groups or organisations which are using the sports facilities at the College at the date of this Deed together with other local groups or organisations as may be proposed by the Council with no order of priority having considered the use capacity and availability of the College Facilities from time to time PROVIDED ALWAYS that the Council shall first obtain the approval of the Owners for the proposed local group or organisation (such approval not to be unreasonably withheld or delayed having considered the use capacity and availability of the College Facilities)

"Community Availability Hours" means between the hours of 7pm and 10pm during the week and 8am to 10pm at weekends during normal academic terms and between the hours of 7.30am and 10pm during the week and 8am to 10pm at weekends outside normal academic terms

"Community Infrastructure Levy" a levy of that name or any other name charged by a competent authority under the Planning Act 2008 or other statutory powers on any person in respect of the development of land to fund the provision of infrastructure to support the development of an area

"the Development" the development described in the Planning Application

"the First CPZ Consultation" the preparation of and consultation on the introduction of a controlled parking zone by the Council within the vicinity of the Site including reaching agreement on the consultation area with councillors, sending out questionnaires and collating and analysing responses, preparing and taking a report to Committee on the results
"the First CPZ Contribution" the sum to be agreed with the Council and supported by evidence of the expected expenditure on the First CPZ Consultation such sum not to exceed thirty thousand pounds (£30,000) Indexed

"Implementation of the CPZ" the implementation of a controlled parking zone within the vicinity of the Site by the Council including securing traffic orders, placing local advertisements, signing and lining streets and installing pay and display machines

"Indexed" increased or decreased in accordance with the formula whereby the First, Second or Third CPZ Contribution as relevant is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All items) as at 22 January 2009 and A represents the value of the same index as at the date of payment of the First, Second or Third CPZ Contribution as relevant to the Council

"Material Start" the carrying out in relation to the Development of the first material operation as defined in Section 56(4) of the 1990 Act save that the following shall not constitute a material operation for the purposes of this definition: works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works

"Owners" the First Owner and the Second Owner together

"Plan 1" the plan marked "Plan 1" and annexed hereto

"Plan 2" the plan marked "Plan 2" and annexed hereto

"Plan 3" the plan marked "Plan 3" and annexed hereto

"Plan 4" the plan marked "Plan 4" and annexed hereto

"the Planning Application" a planning application in respect of the Site submitted to the Council on 27 November 2007 bearing reference number 07/4107/FUL for the construction of a new sports hall and the refurbishment and remodelling of the existing sports hall and associated landscaping works and parking and removal of the hazardous chemical store and a portacabin

"the Redgra Pitch" the area shown hatched red on Plan 2

"the Second CPZ Consultation" the further design and preparation of the introduction of a controlled parking zone within the vicinity of the Site including the design of the controlled parking zone layout and an exhibition for residents affected, meetings with councillors, analysis of comments from exhibitions and any objections received, updating plans, preparing reports for Cabinet and securing any approvals required

"the Second CPZ Contribution" the sum to be agreed with the Council and supported by evidence of the expected expenditure on the Second CPZ Consultation such sum not to exceed forty thousand pounds (£40,000) Indexed

"the Temporary Parking Area" the area shown hatched brown on Plan 2, Plan 3 or Plan 4 depending on the number of car parking spaces required by clause 3.1.3 of this Deed
"the Site" land being part of St Mary's University College, Waldegrave Road, Strawberry Hill, Twickenham shown edged red on Plan 1

"the Third CPZ Contribution" the sum to be agreed with the Council and supported by evidence of the expected expenditure on the Implementation of the CPZ such sum not to exceed sixty thousand pounds (£60,000) Indexed

"the Travel Plan" the travel plan document relating to the Site to be submitted to the Council and including the matters set out in the First Schedule hereto

"the Travel Plan Coordinator" a person appointed by the Owner to ensure the implementation of and monitoring of the Travel Plan

"UDP" the Richmond upon Thames Unitary Development Plan: First Review 2005

WHEREAS:

(A) The Council is the local planning authority for its administrative area within which the Site is situate for the purposes of the 1990 Act and for the purposes of Section 106(9) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable

(B) The First Owner is registered at the Land Registry with absolute title under title number TGL268363 as the proprietor of the freehold interest in part of the Site

(C) The Second Owner is registered at the Land Registry with absolute title under title number TGL73526 as the proprietor of the freehold interest in part of the Site

(D) At its meeting of 22 January 2009, the Council's Planning Committee resolved that planning permission should be granted for the Development subject to conditions and subject to the prior completion of this Deed

(E) Policies IMP3 and TRN2 of the UDP provide that the Council will seek the provision of planning advantages where it is necessary to make a proposal acceptable in land-use planning terms including only permitting new development where it can be demonstrated that the transport infrastructure can accommodate it and will seek in appropriate cases planning advantages appropriate to the site and commensurate to the scale of the development

(F) Policy ENV1 and IMP3 of the UDP provide that the Council will protect and conserve metropolitan open land as defined on the proposals map by keeping it in predominantly open use and will seek the provision of special benefits in the form of open space and other facilities for public use such as recreation and community uses which help meet site or other UDP objectives

(G) The Owners have agreed to enter into this Deed on the terms hereinafter appearing in order to secure the planning obligations contained within this Deed

NOW THIS DEED WITNESSETH as follows:

1 THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and receipt of a
copy of this Deed pursuant to subsection 106(10) of the 1990 Act is hereby acknowledged by the Council

2 THE Council hereby COVENANTS with the Owners:

2.1 to accept the Owners’ covenant contained in Clause 3 hereunder

2.2 to apply each of the First, Second and Third CPZ Contributions paid to it if appropriate pursuant to Clause 3 of this Deed towards consultation on and the implementation of a controlled parking zone within the vicinity of the Site as follows:

2.2.1 the First CPZ Contribution to be applied towards the cost of the First CPZ Consultation

2.2.2 the Second CPZ Contribution to be applied towards the cost of the Second CPZ Consultation

2.2.3 the Third CPZ Contribution to be applied towards the cost of the Implementation of the CPZ

2.3 to provide to the Owners within 14 days of a request such evidence as the First Owner or the Second Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed

2.4 to repay to the First Owner such amount of any payment made by the First Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within two years of the date of receipt of such payment together with interest at the base rate of Barclays Bank Plc from time to time for the period from the date of payment to the date of refund

3 THE Owners hereby COVENANT with the Council:

3.1 Parking Spaces

3.1.1 not to make a Material Start until they have secured the exclusive and permanent use of 46 car parking spaces at the Lensbury Club, Broom Road, Teddington for use solely by holders of car parking permits issued by St Mary’s University College

3.1.2 for a maximum of five (5) years from the date on which a Material Start is made to provide a temporary parking area for all users of the Site excluding staff and students at the Site within the Temporary Parking Area for 40 vehicles

3.1.3 to reduce the number of temporary parking spaces within the Temporary Parking Area over the maximum 5 year period mentioned in 3.1.2 above in a phased stage reduction so that such spaces will be phased out as follows:
   (i) during the period up to 15 months from a Material Start, 40 spaces to be used
(ii) during the period 16 to 22 months from a Material Start, only 25 spaces to be used

(iii) during the period 23 to 29 months from a Material Start, only 10 spaces to be used

3.1.4 by a date 5 years from a Material Start not to park or permit or allow the parking of any vehicles within the Temporary Parking Area or any part of it

3.1.5 from the date on which the Temporary Parking Area has been constructed and is available for use not to use or permit or allow the use of the Redgra Pitch or any part of it for the parking of vehicles

PROVIDED ALWAYS that such phasing out of temporary parking spaces may be varied if necessary with the written agreement of the Council such agreement not to be unreasonably withheld or delayed.

3.2 CPZ Contribution

3.2.1 On or prior to the carrying out of a Material Start in relation to that part of the Development taking place on the Redgra Pitch, to pay to the Council the First CPZ Contribution

3.2.2 On completion of the First CPZ Consultation and within 14 days of the issue of a written request from the Council, to pay to the Council the Second CPZ Contribution PROVIDED THAT such request may only be made within a period of 12 months following the payment of the First CPZ Contribution and PROVIDED THAT the Council has resolved to proceed with the implementation of a CPZ having considered the results of the First CPZ Consultation

3.2.3 On completion of the Second CPZ Consultation and within 14 days of the issue of a written request from the Council to pay to the Council the Third CPZ Contribution PROVIDED THAT such request may only be made within a period of 24 months following the payment of the Second CPZ Contribution

3.3 Community Use of College Facilities

3.3.1 From the date of occupation of the College Facilities by the First Owner to make available to the Community the College Facilities during the Community Availability Hours and subject to the First Owner's booking system for sports facilities SAVE WHERE:

(i) such availability cannot be made due to academic programmes; student use or conference activity of the College Facilities (for which such restriction on community use of the existing sports hall forming part of the College Facilities shall not exceed 8 days per year unless a further period of restriction is agreed with the Council such consent not to be unreasonably withheld or delayed and to
be considered taking into account the wider administrative needs of the First Owner); OR WHERE

(ii) the University College is closed during Easter and Christmas vacations (each of such vacation closure periods not to exceed a maximum of two weeks) and on bank holidays when the College Facilities will be closed.

3.3.2 Where a charge is made for the use of the College Facilities such charge will be no higher than would be the charge for comparable facilities within the London Borough of Richmond upon Thames.

3.4 No development within Metropolitan Open Land

From the date hereof not to carry out any development on the area shown hatched green on Plan 2 or to use it for the parking of vehicles whether or not the same amounts to development for the purposes of the 1990 Act except on internal access roads without having first obtained planning permission therefore pursuant to the 1990 Act. **SAVE THAT THIS CLAUSE SHALL NOT PREVENT PARKING ON THE AREA SHOWN HATCHED GREEN ON PLAN ON TWO DAYS**

3.5 Travel Plan

3.5.1 On or prior to the date of a Material Start to appoint a Travel Plan Coordinator and to notify the Council in writing of the name and contact details of the Travel Plan Coordinator and to procure that the Travel Plan Coordinator shall in consultation with the Owners and other occupiers of the Site prepare and produce a Travel Plan and submit such plan to the Council for its approval such approval not to be unreasonably withheld or delayed prior to first occupation of any part of the Development.

3.5.2 To monitor and review the workings of the Travel Plan through the Travel Plan Co-ordinator and to submit to the Council an annual return on the anniversary of the first approval of the Travel Plan by the Council and thereafter at annual intervals for a minimum period of (10) years from the date of a Material Start showing how the Travel Plan has operated during the relevant preceding period and how effective the Owners have been in implementing their recommendations and in achieving its targets.

3.5.3 Each time a return is submitted to the Council the Owners will also submit to the Council for approval a revised Travel Plan and it shall be open to the Council in approving any resubmitted Travel Plan to suggest reasonable ways of improving the effectiveness of the Travel Plan.

3.5.4 To implement those measures as are set out and approved in the Travel Plan and any revision thereof and to take reasonable steps to demonstrate that all occupiers, visitors and external users of the Site also implement and adopt the measures included in it by procuring that occupiers and external users submit such details as are considered reasonable in the circumstances relating to the

*per year (unless a higher number of days is agreed in writing by the Council)

for the purposes of the Borough Sports Day and loading, unloading and drop-offs connected with Student arrivals provided that residents of Wadegrave Road, Wadegrave Avenue, Wadegrave Gardens, Crusick Close, Fieldend, Downside, Strawberry Hill Close, Strawberry Hill Road and Southfield Gardens shall have first been notified of those dates and the steps taken by the First Owner to alleviate congestion on those roads.
measures adopted to the Travel Plan Coordinator for inclusion in the annual return

3.6 General

3.6.1 To give notice to the Council of its intention to commence the Development at least seven (7) days before making a Material Start

3.6.2 On the date hereof to pay the Council's reasonable and proper legal costs in the preparation and completion of this Deed in the sum of One thousand five hundred pounds (£1500) together with a monitoring fee of £6,500

4 IT IS HEREBY AGREED and DECLARED:

4.1 Miscellaneous agreements and declarations

4.1.1 Nothing contained in this Deed constitutes planning permission

4.1.2 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as local authority and its rights, powers, duties and obligations under all public and private statutes, by-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

4.1.3 If any provision in this Deed shall be held to be void, invalid, illegal, or unenforceable or if voidable is avoided this shall not affect the operation, validity, legality and enforceability of any other provision of this Deed provided severance therefrom is possible

4.1.4 Reference to the masculine, feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa

4.1.5 A reference to a clause is a reference to a clause contained in this Deed

4.1.6 The expressions "the Council", "the Owners" and "the Mortgagee" shall include their respective successors in title and assignees

4.1.7 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

4.1.8 Where there is any discrepancy between the wording of this Deed and the plans annexed hereto the former shall prevail
4.2 Local land charge provision

4.2.1 This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof.

4.2.2 The Council will, upon written request by the First Owner or the Second Owner if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owners hereunder have been wholly performed or discharged.

4.3 Reference to statutes and statutory instruments:

References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force.

4.4 Variations

4.4.1 The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation.

4.4.2 This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application SAVE WHERE this Deed is expressly varied pursuant to that application.

4.5 English law applicable

The construction validity and performance of this Deed shall be governed by English law.

4.6 Effect of revocation of planning permission

In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owners or their successors in title the obligations of the Owners under this Deed shall thereupon cease absolutely and in that event the Council will repay to the First Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent.

4.7 Waivers not to be of a continuing nature

No waiver (whether express or implied) by the Council of any breach or default by the Owners in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or
conditions or from acting upon any subsequent breach or default in respect thereto by the Owners

4.8 Liability of subsequent owners and release of former owners

The provisions hereof shall be enforceable by the Council against the Owners and all persons who shall have derived title through or under it in respect of the Site (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land)

4.9 Contracts (Rights of Third Parties) Act 1999

The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council and the Owners

4.10 Release

This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owners) if a Material Start has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked other than at the request of the Owners or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owners under this Deed shall be repaid to the First Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment

4.11 VAT clauses

4.11.1 all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof

4.11.2 if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

4.12 Interest on late payment

if the First CPZ Contribution the Second CPZ Contribution or the Third CPZ Contribution are not paid to the Council within one month from the date such fall due under the terms of this Deed, then interest shall be paid on such contribution or contributions at the rate of 4% above the base rate of Barclays Bank plc from time to time in force from the date that the contribution became due to the date of actual payment
4.13 Resolution of Disputes

4.13.1 In the event of any dispute arising between the parties hereto in respect of any matter contained in this Deed the parties shall use all reasonable endeavours between them to seek to settle the dispute as quickly as possible PROVIDED THAT if the dispute has not been settled satisfactorily within a period of fourteen days of the dispute arising then the parties shall refer the dispute to an Expert to be agreed between them (and neither party shall unreasonably refuse to have the matter determined by an Expert) but in the event that the parties cannot agree an Expert between them within a period of fourteen days of a request by one party to the other parties to refer the dispute to an Expert the dispute shall be referred to an Expert to be nominated at their joint expense by or on behalf of the President for the time being of the Law Society who shall appoint an Expert whose qualifications or professional expertise is appropriate for determining the matter in dispute.

4.13.2 The Expert shall act as an expert and not as an arbitrator and those reasonable costs shall be at his discretion and the Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than forty-six working days from the date of his appointment to act.

4.13.3 The Expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten working days of his appointment written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further fifteen working days in respect of any such submission and material and the Expert's decision shall be given in writing within twenty-one working days from receipt of any counter submissions or in the event that there are no counter submissions within twenty-one working days of receipt of the written submissions and supporting material with reasons and in the absence of manifest error the Expert's decision shall be final and binding on the said parties.

4.13.4 It is hereby agreed between the parties hereto that nothing in this clause 4.13 shall be taken to fetter the ability of the Council to seek redress for any breach of any of the obligations entered into by the Owners in this Deed.

4.14 Community Infrastructure Levy

If Community Infrastructure Levy shall be charged and paid to the Council in relation to the Development the Council shall pay to the party paying the Community Infrastructure Levy within 28 days of a written demand for the same to the Council a sum equal to the Community Infrastructure Levy so charged and paid provided that in the event that liability for Community Infrastructure Levy requires the performance of matters other than the payment of monies (and if in part then to the extent of that part) then the costs
of such performance to the person carrying out the said matters shall be treated in the same way as Community Infrastructure Levy so charged and paid.

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written.
Schedule 1

Matters for Inclusion in Travel Plan

1 Details of the manner in which all potential users of and visitors to the Site will be discouraged from using private cars to travel to and from the Site including:

1.1 promotion of walking including setting up a car park permit exclusion zone; identifying safe walking routes; providing panic alarms for staff and students; improving pedestrian links through the site; organising events to encourage staff, students, visitors and external users to travel by non car modes

1.2 promotion of cycling including provision of new cycle parking; new lockers changing and showering facilities; making available cycle route maps to staff, students, visitors and external users; provision of tax exempt cycle leasing scheme; organising a cycle to work/college day; working with Traffic for London to improve cycle routes to and from the Site

1.3 encouraging use of public transport by lobbying public transport providers to improve transport services to the Site, providing interest free season ticket loans to staff; providing bus and rail route maps to staff, students, visitors and external users; displaying bus and rail timetables at the Site

1.4 encouraging car sharing including setting up a database and reducing car parking charges and allocating specific bays for car sharers

1.5 operating a car club scheme at the Site in association with an accredited car club provider

1.6 operating a car parking permit system for all parking areas at the Site and elsewhere

2 Details of parking on site, at the Lensbury Club, and elsewhere for external users and for those attending annual athletic events including, but not limited to, Borough Sports Day and annual St Mary’s Classic

3 Details of the use of the Redgra Pitch, the Lensbury Club Car Park and Temporary Parking Area for exceptional uses only including careers days with exhibitions and the beginning of the academic year

4 Details of staggering of student arrivals at the Site over a number of days at each annual student intake

5 A commitment to reducing car dependency by a given percentage including setting specific modal split targets all within given timescales

6 Details of proposed active promotion of and publicity for the Travel Plan initiatives at the Site and other media sources
The common seal of the MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES was hereunto affixed in the presence of:

[Signature]

Authorised Officer

14412/03

Sealing Reg. No.

Executed as a deed by ST MARY'S UNIVERSITY COLLEGE TWICKENHAM acting by two directors:

[Signature]

Director

[Signature]

Director

Executed as a deed by ST MARY'S COLLEGE RESIDENCES acting by two directors:

[Signature]

Director

[Signature]

Secretary

[Signature] Director
25-30 Car Parking Spaces
New Build on Site
10-15 Car Parking Spaces
New Build complete, Refurbishment on site