

Dated **2018**

(1) THE GREATER LONDON AUTHORITY

-and-

(2) WESTMINSTER CITY COUNCIL

**DEED OF VARIATION
IN RESPECT OF A GRANT FUNDING AGREEMENT BETWEEN
THE ABOVE PARTIES CONCERNING THE PROVISION OF
FUNDING RELATING TO LEP FUNDED NEW HOMES BONUS
TOPSLICE PROGRAMME**

2 Variation

- 2.1 The Parties hereby agree that the Agreement shall stand as varied in accordance with clauses 2.2 to 2.5 below from the of date of this Deed.
- 2.2 Clause 2A.1 of the Agreement shall be deleted and replaced with the following: –
- 2A.1 Within 30 days of the execution of this Agreement the Recipient's statutory chief finance officer or someone validly authorised to act on his or her behalf has certified that £150,000 in 2015/16 financial year, £132,937 in 2016/17 financial year, £0 in 2017/18 financial year and £400,000 in 2018/19 financial year will be used solely as a contribution to capital expenditure incurred in relation to the Project Objectives. £130,419.37 in 2015-16 financial year, £300,454 in 2016-17 financial year, £68,454.29 in 2017/18 and £490,672.34 in 2018/19 financial year will be used solely as a contribution to revenue expenditure incurred in relation to the Project Objectives such certification being made on the basis that the Recipient's determination of capital expenditure accords fully with all laws and best practice, is estimated to deliver benefits that will accrue over a period of 15 years on average and on the basis that it will recorded in the Recipient's accounts in this manner. A copy of this certification is attached in Schedule 9 to this Agreement.

Delete or amend clauses 2.3, 2.4 and 2.5 as applicable

- 2.3 The Annex to Schedule 1 of the Agreement shall be deleted and replaced with the schedule set out at Appendix 1 to this Deed.
- 2.4 Schedule 2 of the Agreement shall be deleted and replaced with the schedule set out at Appendix 2 to this Deed.
- 2.5 Schedule 9 of the Agreement shall be deleted and replaced with the schedule set out at Appendix 3 to this Deed.

3 Continuation of Agreement

3.1 Except as expressly amended by the terms of this Deed, the Agreement will otherwise continue in full force and effect in accordance with its terms.

IN WITNESS OF THE ABOVE THE PARTIES HAVE EXECUTED THIS AGREEMENT AS A DEED ON THE DATE WRITTEN AT THE HEAD OF THIS DEED

EXECUTED as a Deed by the application of

the COMMON SEAL of the GREATER LONDON AUTHORITY

in the presence of:

EXECUTED as a Deed by the application of

WESTMINSTER CITY COUNCIL

in the presence of its duly authorised signatories:
