



Agreement

The Greater London Authority

and

The Mayor and Burgesses of the London Borough of Hackney

and

The Mayor and Burgesses of the London Borough of Tower Hamlets

and

Network Rail Infrastructure Limited

and

Transport for London

and

Bishopsgate Goodsyrd Regeneration Limited

and

Ballymore Properties Limited

and

Hammerson UK Properties Plc

pursuant to Section 106 of the Town and Country Planning Act 1990 and other powers in relation to land known as Bishopsgate Goodsyrd, Shoreditch, London E1

2016

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THIS DEED is made on

2016

BETWEEN

- (1) **THE GREATER LONDON AUTHORITY OF CITY HALL**, The Queens Walk, London SE1 2AA (the "**GLA**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London E8 1EA ("**LB Hackney**"); and
- (3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG ("**LB Tower Hamlets**"); and
- (4) **NETWORK RAIL INFRASTRUCTURE LIMITED** (No. 04402220) of 1 Eversholt Street, London NW1 2DN ("**Network Rail**"); and
- (5) **TRANSPORT FOR LONDON** of Windsor House, 42-50 Victoria Street, London SW1H 0TL ("**TfL**"); and
- (6) **BISHOPSGATE GOODSYARD REGENERATION LIMITED** (No. 04488906) of Kings Place, 90 York Way, London N1 9GE (the "**Developer**"); and
- (7) **[BALLYMORE PROPERTIES LIMITED** (No. 02260505) of 4th Floor, 161 Marsh Wall, London E14 9SQ ("**Ballymore**"); and
- (8) **[HAMMERSON UK PROPERTIES PLC** (No. 00298351) of Kings Place, 90 York Way, London N1 9GE (the "**Hammerson**".)]

RECITALS:

- (A) The Developer wishes to construct the Development upon the Site in accordance with the Planning Permissions and the obligations contained herein.
- (B) Network Rail is the freehold owner of that part of the Site registered with Title Absolute under Title Number EGL527333 at the Land Registry.
- (C) The Developer is the freehold owner of that part of the Site as is registered with Title Absolute under Title Numbers AGL248047, EGL512363 and LN104921 at the Land Registry and also has an option to purchase from Network Rail part of its freehold interest in the Site and be granted a long leasehold interest in the remainder of the Site.
- (D) The Developer has submitted the Applications. By a letter under section 2A of the 1990 Act and dated 23 September 2015 the Mayor of London directed that he will act as the local planning authority for the purposes of determining the Applications [and by virtue of section 35(3) of the Greater London Authority Act 1999 this Deed is being entered into by the GLA on his behalf].
- (E) LB Hackney remains the local planning authority for the purposes of the LBH Planning Permission and the local highway authority for the purposes of the 1980 Act for the area in which the LBH Site is located and will be responsible with the GLA for monitoring the discharge and enforcement of the obligations expressly given for the benefit of LB Hackney.
- (F) LB Tower Hamlets remains the local planning authority for the purposes of the LBTH Planning Permission and the local highway authority for the purposes of the 1980 Act for the area in which the LBTH Site is located and will be responsible with the GLA for monitoring the discharge and enforcement of the obligations expressly given for the benefit of LB Tower Hamlets.

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- (G) The GLA is a body established by the Greater London Authority Act 1999 and references to the GLA shall include its statutory successors in function. The GLA is acting as local planning authority for the purposes of determining the Applications on behalf of the Mayor of London.
- (H) TfL has the power under the Greater London Authority Act 1999 to facilitate the discharge by the GLA of its duty to promote and encourage safe, integrated, efficient and economic transport facilities and services to, from and within Greater London and, in respect of GLA roads (as defined in the 1980 Act), is the highway authority.
- (I) The Guarantors have agreed to guarantee the performance of the Developer's obligations under this Deed.
- (J) The GLA notes that subject to the provisions of this Deed the approval of details pursuant to the conditions imposed on the LBH Planning Permission will be submitted to, and determined by, LB Hackney and also agrees that the LB Hackney is responsible for the enforcement of the conditions attached to the LBH Planning Permission.
- (K) The GLA notes that subject to the provisions of this Deed the approval of details pursuant to the conditions imposed on the LBTH Planning Permission will be submitted to, and determined by, LB Tower Hamlets and also agrees that the LB Tower Hamlets is responsible for the enforcement of the conditions attached to the LBTH Planning Permission.
- (L) Certain obligations under this Deed apply to both the LBH Site and the LBTH Site. This Deed sets out a protocol whereby LB Hackney and LB Tower Hamlets will cooperate in respect of the discharge and enforcement of such obligations. The GLA retains ultimate responsibility for the discharge and enforcement of the obligations in this Deed in circumstances where the Councils are unable to agree an approach or where the GLA considers that the Councils are acting unreasonably in carrying out their responsibilities under this Deed.
- (M) Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Mayor of London considers that in the interests of the proper planning of his area the Development of the Site ought only be permitted subject to the terms of this Deed and for that purpose the Parties are willing to enter into this Deed.
- (N) As the strategic highway authority for the area within which the Site is located TfL considers the obligations given for the benefit of TfL are appropriate and will be for the public benefit.
- (O) The Parties acknowledge and agree that the terms of this Deed are particular to the Development and are not intended to set a precedent in respect of any other planning obligation entered into by any of the Parties.
- (P) As parties to this Deed, the Councils confirm that the GLA have consulted with them as to the terms of this Deed in accordance with section 2E of the 1990 Act.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and phrases shall have, unless the context otherwise requires, the following meanings:

"8 Tracking Box" means the area shown on [Plan x] for the construction and construction and operation of additional rail tracks into Liverpool Street Station;

"1980 Act" means the Highways Act 1980;

"1990 Act" means the Town and Country Planning Act 1990;

"Acts" means section 27 of the Greater London Council (General Powers) Act 1969, Section 1 of the Localism Act 2011, section 2 of the Local Government Act 2000, section 16 of the Greater London Council (General Power) Act 1974, the Greater London Authority Act 1999, sections 111, 120 and 123 of the Local Government Act 1972, section 2E of the 1990 Act and sections 8, 38 and 278 of the 1980 Act and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other powers enabling;

"Applications" means both the LBTH Application and the LBH Application;

"Approval" means any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction required to be given or reached or taken by any party or any response is requested pursuant to this Deed shall be given reached or taken in accordance with clauses 25 and 27 (as applicable) and **"Approve"** and other cognate expressions shall be construed accordingly;

"Approval Panel" means a panel comprising representatives from LB Hackney and LB Tower Hamlets and formed and operated in accordance with the procedures set out in schedule 24;

"Authorities" means the GLA, TfL, LB Hackney and LB Tower Hamlets and **"Authority"** shall mean all and/or any one of them (as appropriate);

"Commencement" means the carrying out of a Material Operation excluding demolition, site preparation, temporary construction, investigation work, the erection of fences and hoardings, decontamination work and any other preparatory works in respect of either the LBTH Development and/or the LBH Development agreed in writing with the Relevant Council;

"Commencement Date" means the date on which the Commencement of either the LBTH Development or the LBH Development happens, and **"Commenced"** and **"Commence"** shall be construed accordingly;

"Commercial Unit" means any unit within or reconfigured from the following classes comprised in the Development: Classes A1, A2, A3, A5, B1, D1 or D2 as defined by the Use Classes Order;

"Construction Period" means the period from the Implementation of the Development to Practical Completion of the Development;

"Councils" means both LB Tower Hamlets and LB Hackney and **"Council"** shall refer to either;

"Cross-Boundary Obligations" means those obligations set out in this Deed that affect elements of the Development which cross the boundary between the respective administrative areas of LB Hackney and LB Tower Hamlets;

"Detailed Plot" means a Plot in respect of which the Planning Permissions primarily grant full planning permission, namely:

- (a) Plot C;
- (b) Plot F;
- (c) Plot G;

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- (d) Plot H (notwithstanding that the Planning Permissions grant detailed planning permission at ground level only);
- (e) Plot I (notwithstanding that the Planning Permissions grant detailed planning permission at ground level only);
- (f) Plot J (notwithstanding that the Planning Permissions grant detailed planning permission at ground level only); and
- (g) Plot L;

"Development" means the LBTH Development and the LBH Development;

"Development Plan" has the meaning of "development plan" set out in section 38(2) of the Planning and Compulsory Purchase Act 2004 (as amended);

"Dwelling" means any residential unit constructed on the Site pursuant to the Planning Permissions;

"East London Line Envelope" means the part of the Site [coloured x] on [Plan xx];

"Guarantors" means Ballymore and Hammerson jointly and severally or any alternative guarantor(s) pursuant to clause 11.8(a);

"Highway Agreement" means an agreement made pursuant to inter alia section 278 and/or section 38 of the 1980 Act;

"Implementation" means the carrying out of a Material Operation in respect of the Development and **"Implement"** and **"Implemented"** shall be construed accordingly;

"Information Legislation" means the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (as each is amended);

"Interest" means four per centum per annum greater than the Bank of England base rate in force from time to time from the date that the payment became due until the date of payment;

"Land" means the Site excluding:

- (a) Operational Railway Facilities;
- (b) 8 Tracking Box;
- (c) Suburban Line Tunnel;
- (d) Wheler Street Bridge Structure;
- (e) East London Line Envelope; and
- (f) Retaining Wall(s); ***[Ashurst note: subject to JV/Network Rail providing satisfactory plans showing relevant exclusions]***

"LB Hackney" means the Mayor and Burgesses of the London Borough of Hackney and shall include its successors in function as local planning authority and local highway authority for the area in which the LBH Site is located;

"LB Tower Hamlets" means the Mayor and Burgesses of the London Borough of Tower Hamlets and shall include its successors in function as local planning authority and local highway authority for the area in which the LBTH Site is located;

"LBH Application" means the hybrid application for planning permission submitted by the Developer to LB Hackney on 21 July 2014 to carry out the LBH Development upon the LBH Site as amended on 15 June 2015 (reference number 2014/2425);

"LBH Development" means a comprehensive mixed use redevelopment of the Site comprising:

- (a) Residential (Class C3) comprising up to 1,356 residential units;
- (b) Business Use (Class B1)- up to 65,859m² (GIA);
- (c) Retail, financial and professional services, restaurants and cafes and hot food takeaways (Class A1, A2, A3 and A5) – up to 17,499 m² (GIA);
- (d) Non-residential Institutions (Class D1) – up to 495 m² (GIA);
- (e) Assembly and Leisure (Class D2)- up to 661 m² (GIA);
- (f) Public conveniences (sui generis) – up to 36 m² (GIA);
- (g) Ancillary and plant space – up to 30,896 m² (GIA);
- (h) Basement – up to 8,629 m² (GIA);
- (i) Formation of new pedestrian and vehicular access and means of access and circulation within the site; and
- (j) Provision of 22,642 m² of new public open space and landscaping

proposing a total of 12 buildings that range in height, with the highest being 177.6m AOD and the lowest being 23.6 m AOD with all matters reserved save that FULL DETAILS are submitted for alterations to and the partial removal of existing structures on the site and the erection of three buildings for residential (Class C3, namely Block C (ground level, plus 26-30 storeys, plus plant); Block F (ground level, plus 46 storeys, plus plant); Block G (ground level, plus 38 storeys, plus plant) comprising up to 940 of the total residential units; and retail and food and drink uses (A1, A2, A3, A5); and use of the ground and basement levels of the Braithwaite Viaduct for retail and food and drink uses (A1, A2, A3, A5). Works to and use of the Oriel and adjoining structures for retail and food and drink uses (A1, A2, A3, A5). For that part of the Site within LB Hackney, the proposed development comprises the following mix of uses:

- Up to 64,330 m² (GIA) of Residential use (Class C3);
- Up to 49,189 m² (GIA) of Business Use (Class B1);
- Up to 6,515 m² (GIA) of Retail Use (Class A1, A2, A3);
- Up to 224 m² (GIA) of Retail Use (Class A1, A2, A3, A5);
- Up to 12,749 m² (GIA) of ancillary and plant space;
- Up to 3,405 m² (GIA) of basement

"LBH Land" means the LBH Site excluding:

- (a) Operational Railway Facilities;
- (b) 8 Tracking Box;

- (c) Suburban Line Tunnel;
- (d) East London Line Envelope; and
- (e) Retaining Wall(s);

"LBH Monitoring Contribution" means the sum of [£●] to be applied by LB Hackney for all the purposes relevant and connected with monitoring and compliance checking with regard to the obligations set out in this Deed;

"LBH Planning Obligations Monitoring Officer" means an officer of the LB Hackney from time to time allocated to deal with and monitor all planning obligations and to whom all notices correspondence approvals etc. must be sent in the manner prescribed at clause 20;

"LBH Planning Permission" means the planning permission for the LBH Development substantially in the form of the draft attached at [schedule 2] to be issued pursuant to the LBH Application;

"LBH Site" means that part of the Site within the administrative boundary of LB Hackney and shown edged red on the plan numbered [3] at [schedule 3];

"LBTH Application" means the hybrid application for planning permission submitted by the Developer to LB Tower Hamlets on 21 July 2014 to carry out the LBTH Development upon the LBTH Site as amended on 15 June 2015 (reference number PA/14/02011);

"LBTH Development" means a comprehensive mixed use redevelopment of the Site comprising:

- (a) Residential (Class C3) comprising up to 1,356 residential units;
- (b) Business Use (Class B1)- up to 65,859m² (GIA);
- (c) Retail, financial and professional services, restaurants and cafes and hot food takeaways (Class A1, A2, A3 and A5) – up to 17,499 m² (GIA);
- (d) Non-residential Institutions (Class D1) – up to 495 m² (GIA);
- (e) Assembly and Leisure (Class D2)- up to 661 m² (GIA);
- (f) Public conveniences (sui generis) – up to 36 m² (GIA);
- (g) Ancillary and plant space – up to 30,896 m² (GIA);
- (h) Basement – up to 8,629 m² (GIA);
- (i) Formation of new pedestrian and vehicular access and means of access and circulation within the site; and
- (j) Provision of 22,642 m² of new public open space and landscaping

proposing a total of 12 buildings that range in height, with the highest being 177.6m AOD and the lowest being 23.6 m AOD with all matters reserved save that FULL DETAILS are submitted for alterations to and the partial removal of existing structures on the site and the erection of three buildings for residential (Class C3, namely Block C (ground level, plus 26-30 storeys, plus plant); Block F (ground level, plus 46 storeys, plus plant); Block G (ground level, plus 38 storeys, plus plant) comprising up to 940 of the total residential units; and retail and food and drink uses (A1, A2, A3, A5); and use of the ground and basement levels of the Braithwaite Viaduct for retail and food and drink uses (A1, A2, A3,

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A5). Works to and use of the Oriel and adjoining structures for retail and food and drink uses (A1, A2, A3, A5). For that part of the Site within LB Tower Hamlets, the proposed development comprises the following mix of uses:

- Up to 91,469 m² (GIA) of residential use (Class C3);
- Up to 16,670 m² (GIA) of Business Use (Class B1);
- Up to 10,984 m² (GIA) of Retail Use (Class A1, A2, A3);
- Up to 1,960 m² (GIA) of Retail Use (Class A1, A2, A3, A5);
- Up to 495 m² (GIA) of Non-residential Institution Use (Class D1);
- Up to 661 m² (GIA) of Assembly and Leisure Use (Class D2);
- Up to 36 m² (GIA) of sui generis use;
- Up to 18,147 m² (GIA) of ancillary and plant space;
- Up to 5,224 m² (GIA) of basement

"LBTH Land" means the LBTH Site excluding:

- (a) Operational Railway Facilities;
- (b) 8 Tracking Box;
- (c) Suburban Line Tunnel;
- (d) Wheler Street Bridge Structure;
- (e) East London Line Envelope; and
- (f) Retaining Wall(s);

"LBTH Monitoring Contribution" means the sum of [£●] to be applied by LB Tower Hamlets for all the purposes relevant and connected with monitoring and compliance checking with regard to the obligations set out in this Deed;

"LBTH Planning Permission" means the planning permission for the LBTH Development substantially in the form of the draft attached at [schedule 1] to be issued pursuant to the LBTH Application;

"LBTH Site" means that part of the Site within the administrative boundary of LB Tower Hamlets and shown edged red on the plan numbered [2] at [schedule 3];

"London Plan" means the London Plan 2015 and includes any successor plans;

"Material Interest" means either:

- (a) a freehold interest; or
- (b) a leasehold interest with an unexpired residue of seven years or more;

"Material Operation" means a material operation as defined in section 56(4) of the 1990 Act pursuant to the Planning Permission;

"Motor Vehicles" means any mechanically propelled vehicles including a motor cycle intended or adapted for use on a road and/or highway;

"Occupation" means ongoing occupation for the purposes authorised by the Planning Permissions following the Occupation Date and **"Occupy"** and other cognate terms shall be construed accordingly;

"Occupation Date" means the first date upon which any part of the LBTH Development and/or the LBH Development (as applicable) is physically occupied for any purpose pursuant to the TH Planning Permission and/or the LH Planning Permission (as appropriate) but does not include occupation by personnel engaged in construction, fitting out or decoration, or occupation for marketing or display or for occupation in relation to security operations and the phrases **"First Occupy"**, **"First Occupied"** and **"First Occupation"** shall be construed accordingly;

"Operational Railway Facilities" means such facilities on the Site relating to the railway undertaking operated by Network Rail as are owned or used by Network Rail or its contractors or of the train and freight operating companies using Network Rail's stations and infrastructure which (without prejudice to the generality of the foregoing) includes tracks, buffers, electricity cables, communications cables, pipes and conduits;

"Outline Plot" means a Plot in respect of which the Planning Permissions primarily grant outline planning permission, namely:

- (a) Plot A;
- (b) Plot B;
- (c) Plot D;
- (d) Plot E; and
- (e) Plot K;

"Owner" means Network Rail and the Developer jointly and severally and includes their successors in title and assigns from time to time;

"Parties" means LB Tower Hamlets, LB Hackney, Network Rail, the Developer, the GLA, TfL and the Guarantors and **"Party"** shall be construed accordingly;

"Phase" any given phase of the Development as shown on the Phasing Plan;

"Phase 1" the first phase of the Development as shown on the Phasing Plan;

"Phase 1" the second phase of the Development as shown on the Phasing Plan;

"Phase 3" the third phase of the Development as shown on the Phasing Plan;

"Phase 4" the fourth phase of the Development as shown on the Phasing Plan;

"Phase 5" the fifth phase of the Development as shown on the Phasing Plan;

"Phasing Plan" the phasing plan dated [●] detailing the Phases in which the Development will be constructed attached hereto at Schedule [●] marked "Plan [●]" or such alternative phasing plan as may be approved pursuant to Schedule [●];

"Planning Permission" means either the LBTH Planning Permission and/or the LBH Planning Permission according to the context;

"Planning Permissions" means both the LBTH Planning Permission and the LBH Planning Permission;

"Plans" means those plans set out in [schedule 3] to this Deed;

"Plot(s)" means a plot to be constructed as part of the Development with all such plot shown on the plan numbered [4] at [schedule 3] and a reference to any particular Plot is to the Plot shown edged and numbered accordingly on such plan;

"Practical Completion" means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part thereof;

"Reasonable Endeavours" means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect: in the case of the Owner and the Guarantors, of a competent commercial developer in the context of the Development; and in the case of the GLA and the Councils, of a competent local planning authority acting reasonably in the context of its statutory functions; and in the case of TfL, of a competent strategic highway authority acting reasonably in the context of its statutory functions;

"Relevant Council" means either LB Hackney or LB Tower Hamlets depending on the context in which the term is used in this Deed;

"Relevant Development" means either of the LBTH Development or the LBH Development depending on the context in which the term is used in this Deed;

"Retaining Wall(s)" means the walls and/or retaining walls shown [coloured x] on [Plan x];

"Retail Floorspace" means the floorspace comprised in the Development to provide for Class A1, A2, A3 or A5 uses, as defined in the Use Classes Order;

"RICS" means the Royal Institution of Chartered Surveyors;

"RICS Guidance" means the RICS guidance note entitled "Financial Viability in Planning" (1st Edition, GN 94/2012) or such updated or replacement guidance as may be published from time to time;

"Site" means the land known as Bishopsgate Goodsyrd, Shoreditch, London comprising the LBTH Site and the LBH Site and for the purpose of identification only shown edged red on the plan numbered [1] at [schedule 3];

"Specialist" means a person qualified to act as an expert in relation to a dispute having not less than 10 years' professional experience in relation to the nature of the dispute and in respect of schedule [●] paragraph [●] a "Specialist" is a person appointed by the President of RICS with demonstrable experience in determining whether construction works have been completed and in respect of the rest of schedule [●], a "Specialist" is a person appointed by the President of RICS with demonstrable experience of undertaking and reviewing viability assessments for planning purposes in accordance with the RICS Guidance in and around London over the five years prior to the date of appointment;

"Suburban Line Tunnel Envelope" means all that part of the Site shown [xx] on Plan [xx]

"TfL" means Transport for London or any statutory successor;

"TfL Contributions" means [●];

"TLRN" means the TfL Road Network being the highways for which TfL is the local highway authority;

"Use Classes Order" means the Town and Country Planning (Use Classes) Order 1987 (as amended); and

"Wheler Street Bridge Structure" means the structure and super-structure of the Wheler Street Bridge as shown on [Plan x] which shall include without prejudice to the generality of the foregoing the main beams forming the decks off the Wheler Street Bridge, the beam ends, the footway the girders supporting the parapets and the transverse girders beneath the service bay;

"Working Day" means any Monday, Tuesday, Wednesday, Thursday and/or Friday (other than bank or public holidays).

1.2 In this Deed:

- (a) Where in this Deed reference is made to a clause, paragraph, schedule, part or plan it is to a clause, paragraph, schedule, part or plan in this Deed.
- (b) Headings used in this Deed are for convenience only and do not form part of this Deed.
- (c) Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- (d) 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 interchangeable in that manner.
- (e) Wherever there is more than one person named as a Party and where such persons undertake to perform or observe an obligation, all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- (f) Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and any words placing a Party under a restriction include an obligation not to cause, suffer or permit any infringement of that restriction.
- (g) Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act from time to time 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.
- (h) References to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Authorities and Network Rail the successor to their statutory functions.
- (i) Save in respect of the LBH Planning Permission and the LBTH Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- (j) All Parts and schedules attached to this Deed are to be read as if the same were incorporated into the main body of the Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act and to section 8 of the 1980 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Authorities and the restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the obligations will bind the Land and subject to clause 12 the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Land or any part or parts thereof as if that person had 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.
- 2.2 To the extent only that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.

3. LEGAL EFFECT

- 3.1 This Deed shall come into effect on the date hereof, save for clause 4 which shall come into effect on the date of grant of the LBTH Planning Permission or the LBH Planning Permission (whichever is earlier).
- 3.2 Each clause, schedule or paragraph shall be separate, distinct and severable from each other to the extent only that if any clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, schedule or paragraph be valid shall apply without prejudice to any other clause, schedule or paragraph contained herein.
- 3.3 No waiver (whether express or implied) by any of the Authorities of any breach or default by the Owner or the Guarantors in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent any of the Authorities from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Owner or the Guarantors.
- 3.4 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Authorities under private or public statutes byelaws orders and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief) and the same may be as fully effectively exercised as if they were not party to this Deed.
- 3.5 The obligations, covenants, restrictions and undertakings imposed in this Deed are planning obligations relating to the Land made pursuant to Section 106 of the 1990 Act which are enforceable by [the relevant Authority pursuant to clause 2.1 of this Deed in each case] as a local planning authority against the Owner and which the GLA is satisfied comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (save for those obligations, covenants and undertakings contained herein which are not planning obligations for the purposes of section 106 of the 1990 Act).

4. OBLIGATIONS OF THE OWNER

4.1 The Owner covenants:

- (a) with the GLA to observe and perform or cause to be observed and performed the obligations and covenants contained in [schedules [●] to [●] (inclusive)] of this Deed at the times and in the manner provided therein;
- (b) with LB Tower Hamlets to observe and perform or cause to be observed and performed the obligations and covenants expressed to be given by the Owner to LB Tower Hamlets and contained in [schedules [●] to [●] (inclusive)] of this Deed at the times and in the manner provided therein;
- (c) with LB Hackney to observe and perform or cause to be observed and performed the obligations and covenants expressed to be given by the Owner to LB Hackney and contained in [schedules [●] to [●] (inclusive)] of this Deed at the times and in the manner provided therein; and
- (d) with TfL to observe and perform or cause to be observed and performed the obligations and covenants expressed to be given by the Owner to TfL and contained in [schedules [●] to [●] (inclusive)] of this Deed at the times and in the manner provided therein.

4.2 All obligations given by the Owner to a Council or TfL are also deemed to be given to the GLA.

5. PAYMENTS

5.1 Payment of the any financial contributions to LB Hackney shall be made by the Owner to LB Hackney by either sending the full amount in the form of a Banker's draft or cheque to the LBH Planning Obligations Monitoring Officer or sending the full amount by electronic transfer to [**account name**] at [**bank name**] quoting sort code [●] and account number [●] or such other account as LB Hackney shall nominate. In either case, the Owner shall notify the LBH Planning Obligations Monitoring Officer that payment has been made, referring to the name, date and parties to this Deed and citing the specific clause of this Deed to which such contribution relates and payment shall only be deemed to have been made once the relevant funds have been received by LB Hackney and banked in full.

5.2 The Owner shall pay any financial contributions to LB Tower Hamlets only in accordance with the "Notification of Payment of a Financial Contribution under s106 Agreement" as annexed at Appendix [●] and payment shall only be deemed to have been made once the relevant funds have been received by LB Tower Hamlets and banked in full.

5.3 The Owner shall pay any financial contributions to TfL by way of sending the full amount via electronic transfer to [**account name**] at [**bank name**] quoting sort code [●] and account number [●] or such other account as TfL shall nominate. The Owner shall notify TfL that the payment has been made referring to the name, date and parties to this Deed and citing the specific schedule and paragraph reference of this Deed to which the TfL Contribution relates and payment shall only be deemed to have been made once the relevant funds have been received by TfL and banked in full.

6. OWNER TO NOTIFY COUNCILS AND OTHER PARTIES

6.1 [The Owner covenants with the Authorities to notify the Relevant Council and the GLA and, in respect of sub-paragraphs [●] only, TfL:

- (a) of their application to the Land Registry under clause 13.1 within 10 Working Days of this Deed;

- (b) (no later than six months beforehand) of the date which is their best estimate of the Commencement Date;
 - (c) on or prior to the occurrence of each of the Commencement Date and the Occupation Date for each of the LBTH Planning Permission and the LBH Planning Permission by written notice specifying that Commencement or First Occupation (as appropriate) has taken place or the date that Commencement or First Occupation (as appropriate) is to take place;
 - (d) of their intention to pay the Contributions referred to in [schedule 4 and schedule 6] by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the five Working Days immediately preceding the making of such payment;
 - [(e) on or prior to the occurrence of First Occupation of [35 per cent], [50 per cent] and [65 per cent] of the Market Housing Units in each of the LBTH Development and the LBH Development by written notice specifying such First Occupation is to take place;] **[Ashurst note: notifications TBC]**
- 6.2 In the event that the Owner fails to provide notification in accordance with clause 6.1, the relevant notifiable event shall be deemed by the relevant Authority (acting reasonably) to have taken place on the earliest date that such event could have taken place unless the Owner can demonstrate to the relevant Authority's reasonable satisfaction that the relevant notifiable event happened at a later date.
7. **OWNERSHIP**
- 7.1 The Developer covenants with and undertakes to the Authorities that it and Network Rail are the freehold owners of the whole of the Site and have full power to enter into this Deed and that the Site is free from any encumbrance(s) which would prevent the Development from being carried out and brought into beneficial use and that there is no other person having any Material Interest in the Site.
- 7.2 The Owner covenants with the Councils and the GLA to give the Councils and the GLA written notice of any change in ownership of any of its interests in the Site or part thereof (save in respect of individual Dwellings or Commercial Units) occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site to which the disposal relates by reference to a plan.
8. **COUNCILS' COVENANTS**
- 8.1 LB Tower Hamlets covenants with the Owner to observe and perform or cause to be observed and performed its obligations in this Deed.
- 8.2 LB Hackney covenants with the Owner to observe and perform or cause to be observed and performed its obligations in this Deed.
9. **GLA'S COVENANTS**
- 9.1 The GLA covenants with the Owner to observe and perform or cause to be observed and performed its obligations in this Deed.
10. **TFL'S COVENANTS**
- 10.1 TfL covenants with the Owner to observe and perform or cause to be observed and performed its obligations in this Deed.

11. GUARANTORS' OBLIGATIONS

- 11.1 The Guarantors guarantee to the Authorities that the Developer shall promptly comply with the terms and conditions of this Deed.
- 11.2 The Guarantors covenant with the Authorities that if the Developer shall in any respect fail to perform any of its obligations under this Deed or commits any breach thereof, the Guarantors shall within the period specified in the notice served pursuant to clause 11.4 itself perform or take whatever steps may be necessary to procure performance of the same and/or to remedy each and every such breach.
- 11.3 The Guarantors hereby indemnify and shall keep indemnified the Authorities against all losses, damages, costs and expenses arising as a result of any default by the Developer in complying with the terms and conditions contained in this Deed.
- 11.4 The Guarantors shall have no liability under this clause 11 unless:
- (a) notice in writing of any default on the part of the Developer is first given by the relevant Authority to the Developer requiring that such default is remedied by the Developer; and
 - (b) the Developer fails to remedy such alleged default within such reasonable period as may be specified by the relevant Authority in the notice referred to in sub-clause (a).
- 11.5 This clause 11 shall be enforceable by the Authorities upon prior notice in writing being served upon the Guarantors stating:
- (a) that the Developer is in breach of its obligations under this Deed;
 - (b) that notice has been given to the Developer of such breach in accordance with clause 11.4;
 - (c) the nature of the breach;
 - (d) that the Developer has failed to remedy the same in accordance with this Deed; and
 - (e) a reasonable time period within which the Guarantors must remedy the breach.
- 11.6 No time or indulgence granted to the Developer by the Authorities nor any variation of the terms of this Deed shall in any way release the obligations of the Guarantors to the Authorities.
- 11.7 The Guarantors shall not be discharged or released from its obligations under this guarantee by any disclaimer of the Deed by any receiver, administrative receiver or liquidator of the Developer.
- 11.8 Notwithstanding the disposal of any interest in the Site by the Developer, the Guarantors shall remain liable under this clause 11 unless and until:
- (a) an alternative guarantee has been provided to the Authorities in a form and from an entity which is reasonably acceptable to the Authorities; or
 - (b) the Authorities confirm in writing that a guarantee from a guarantor is no longer required.
- 11.9 The Guarantors shall have joint and several liability under this clause.

12. ENFORCEABILITY OF OBLIGATIONS

12.1 The obligations contained in this Deed shall not be binding upon nor enforceable against:

- (a) Network Rail except where:
 - (i) Network Rail has Implemented the LBH Planning Permission and/or the LBTH Planning Permission and is carrying out the Development itself; or
 - (ii) Network Rail has permitted the Implementation of the Planning Permission and the carrying out of the Development by any party other than the Developer (or the Developer's authorised contractors, sub-contractors or agents) without that party first entering into a deed with the Authorities to observe and perform the obligations, covenants and restrictions contained in this Deed and its schedules and appendices;
- (b) any individual owner, occupier or lessee of any of the Dwellings or Commercial Units save in respect of those obligations contained in [paragraph [●] part [●] of schedule [●]] and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following the Occupation Date to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner, Occupier or lessee; ***[Ashurst note: exclusions to include affordable housing and parking permit free provisions]***
- (c) any mortgagees of any occupier or any receiver appointed by such mortgagees, or any person who is a successor in title to or derives title through or under or at the direction or requirement of any such mortgagees or receiver appointed by such mortgagees save where they take possession of the Dwelling or Commercial Unit and in such case they will be bound as an individual owner or occupier of a Dwelling or Commercial Unit in accordance with (a);
- (d) any [Registered Provider] of the [Affordable Housing Units] save in respect of the obligations in Part [●] of schedule [●] and in respect of any of the plans or strategies submitted pursuant to this Deed for the LBTH Development that require compliance following the Occupation Date to the extent such plans or strategies relate to the [Affordable Housing Units];
- (e) any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat cooling electricity gas water drainage telecommunication services or public transport services (including for the avoidance of doubt any interest in the Site held by TfL (or any subsidiary thereof) or any successor in function);
- (f) any mortgagee or chargee of the whole or any part of the Owner's interest in the Site unless it takes possession of the Site or part thereof in which case it will be bound by the obligations as a person deriving title from the Owner; and
- (g) the Owner in respect of that part of the Site where it has granted leasehold interests of [●] years or more, provided that for the avoidance of doubt the holder(s) of such leasehold interests shall remain bound by the obligations on the part of the Owner contained in this Deed.

12.2 Subject to clause 11.8, no person shall be liable for any breach of the covenants, restrictions or obligations contained in this Deed occurring after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

12.3 Subject to clause 11, the Authorities shall only be able to enforce the obligations in this Deed against those with an interest in that part of the Site to which the breach of the obligations relates (but without prejudice to the liability of such person for any breach occurring prior to parting with any such interest).

13. REGISTRATION

13.1 As soon as practicable after the completion of this Deed, the Owner shall make applications to the Land Registry for entries relating to this Deed to be made in the charges register(s) of the Title Number(s) referred to in recitals B and C above so as to bind the Land as provided for in the before mentioned statutory provisions.

13.2 If the Owner fails to make the applications as referred to in clause 13.1 above the LB Tower Hamlets, LB Hackney and the GLA shall (without prejudice to any other right) be entitled to register the Deed and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with the Relevant Council and the GLA to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

13.3 The Owner covenants that it shall not make any application to the Land Registry for the removal of any notice registered pursuant to clauses 13.1 or 13.2 unless with the written consent of the Authorities.

13.4 The covenants on behalf of the parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

14. SITE NOT TO BE ENCUMBERED

The Owner hereby covenants with the Authorities that it will not encumber nor deal with the Site in any manner whereby any party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein.

15. RIGHT OF ACCESS

Without prejudice to the Councils' statutory rights of entry and any statutory rights of entry of the GLA and TfL, the Owner shall permit the Authorities and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Site at all reasonable times and shall comply with any reasonable request made by the Authorities for documentation held by the Owner for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

16. INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power herein contained or otherwise available to the Authorities if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding five Working Days the Owner shall pay on demand to the relevant Authority Interest from the date when the same became due until payment thereof.

17. INDEXATION

17.1 The following contributions shall be adjusted by a percentage equivalent to the percentage increase (if any) shown in the Building Cost Information Service Road Construction Tender Price Index (or any replacement index or such alternative index as may be agreed between the relevant parties from time to time) from the date hereof to the date of payment of the sum in question Provided That for the avoidance of doubt the operation of

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this clause shall not result in any payments due pursuant to this Deed being decreased so as to fall below the figures specified herein:

- (a) Shoreditch Triangle Scheme Contribution (as defined in schedule 4);
- (b) LBTH Bethnal Green Road Pedestrian Crossing Contribution (as defined in schedule 4);
- (c) First Cycle Docking Station Contribution (as defined in schedule 7);
- (d) Second Cycle Docking Station Contribution (as defined in schedule 7);
- (e) Third Cycle Docking Station Contribution (as defined in schedule 7);

17.2 The following contributions shall be adjusted by a percentage equivalent to the percentage increase (if any) shown in the Building Cost Information Service All Construction Tender Price Index (or any replacement index or such alternative index as may be agreed between the relevant parties from time to time) from the date hereof to the date of payment of the sum in question Provided That for the avoidance of doubt the operation of this clause shall not result in any payments due pursuant to this Deed being decreased so as to fall below the figures specified herein:

- (a) Idea Store Contribution (as defined in schedule 21); and
- (b) LBH PiL (as defined in schedule 4).

17.3 The following contributions shall be adjusted by a percentage equivalent to the percentage increase (if any) shown in the All Items Retail Prices Index published by the Office for National Statistics (or any replacement index or such alternative index as may be agreed between the relevant parties from time to time) from the date hereof to the date of payment of the sum in question Provided That for the avoidance of doubt the operation of this clause shall not result in any payments due pursuant to this Deed being decreased so as to fall below the figures specified herein:

- (a) Carbon Offset Contribution (as defined in schedule 20);
- (b) LBH Employment, Skills and Training Contribution (as defined in schedule 18);
- (c) LBTH Employment, Skills and Training Contribution (as defined in schedule 18); and
- (d) Apprentices Payment (as defined in schedule 18).

17.4 The LBH Crossrail Contribution and the LBTH Crossrail Contribution shall be indexed in accordance with the Crossrail SPG.

18. COUNCILS', GLA'S AND TFL'S LEGAL FEES AND MONITORING COSTS

18.1 The Owner shall pay on the date of this Deed to the GLA the GLA's and TfL's reasonable costs properly incurred in the preparation and negotiation of this Deed and the GLA Monitoring Contribution.

18.2 The Owner shall pay on the date of this Deed the LB Hackney's reasonable costs properly incurred in the preparation and negotiation of this Deed and the LBH Monitoring Contribution.

18.3 The Owner shall pay on the date of this Deed the LB Tower Hamlets' reasonable costs properly incurred in the preparation and negotiation of this Deed and the LBTH Monitoring Contribution.

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19. VAT

19.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

19.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contribution due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the Authorities shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

20. NOTICES

20.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing (which for this purpose shall not include e-mail) and should be addressed as provided in clause 20.3.

20.2 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Deed and any such notice shall be in writing and shall refer to the name, date and Parties to the Deed and shall cite the clause of the Deed to which it relates.

20.3 Subject to clause 20.4, the contact details for each party are:

For LB Tower Hamlets:

Address: Tower Hamlets Council, Mulberry Place, 2nd Floor, 5 Clove Crescent, London E14 2BG

Relevant addressee: Planning Obligations Officer

Reference: S106 Legal Agreement PA/14/02011

For LB Hackney:

Address: Hackney Council, Hackney Town Hall, Mare Street, London E8 1EA

Relevant addressee: Planning Obligations Monitoring Officer

Reference: 2014/2425

For Network Rail:

Address: Network Rail Infrastructure Limited, 1 Eversholt Street, London NW1 2DN

Relevant addressee: Company Secretary

Reference: 11-8260

For the Developer:

Address: []

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Relevant addressee: []

Reference: []

For the GLA:

Address: []

Relevant addressee: []

Reference: []

For TfL:

Address: []

Relevant addressee: []

Reference: []

For Ballymore:

Address: []

Relevant addressee: []

Reference: []

For Hammerson:

Address: []

Relevant addressee: []

Reference: []

20.4 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

21. GOOD FAITH

21.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.

21.2 The Parties shall at all times use Reasonable Endeavours to ensure that the planning purposes underlying their respective obligations under this Deed are achieved and are carried out in accordance with good industry practice at the time of performance provided that this clause shall not imply or create any obligation upon any Party which is additional to the obligations contained in this Deed.

21.3 Where there is a Reasonable Endeavours obligation in this Deed and the Party responsible cannot fulfil the objective of the obligation then on request that Party shall provide an explanation of the steps it has undertaken in carrying out its Reasonable Endeavours obligation.

22. DETERMINATION OF DISPUTES

22.1 In the event of a dispute arising between the Parties in respect of any matter being the subject of this Deed, the Parties will use Reasonable Endeavours to attempt to resolve that dispute amicably (including holding a meeting attended by at least one representative from each Party if considered appropriate) for a period of at least 20 Working Days from the date on which any Party notifies the other Parties in writing that a dispute has arisen.

22.2 In the event that, despite the Parties using Reasonable Endeavours to amicably resolve the disputes following the expiry of the 20 Working Day period referred to in clause 22.1 above, the dispute has not been amicably resolved, subject to clause 22.7 any Party may give to the other Parties written notice requiring the dispute to be determined under this clause 22. The notice shall propose both the type and identity of a Specialist and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

22.3 Save in respect of any dispute in respect of schedule [●], any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 22.4.

22.4 Save in respect of any dispute in respect of schedule [●], any dispute over the identity of the Specialist is to be referred at the request of any party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

22.5 The Specialist is to act as an independent expert and:

- (a) each Party may make written representations within ten Working Days of his appointment or within such other period as directed by the Specialist and will copy the written representations to the other Parties;
- (b) each Party is to have a further ten Working Days or within such other period as directed by the Specialist to make written comments on the other Parties' representations and will copy the written comments to the other Parties;
- (c) the Specialist is to be at liberty to call for such written evidence from the Parties and to seek such legal or other expert assistance as he or she may reasonably require;
- (d) the Specialist is not to take oral representations from the Parties without giving both Parties the opportunity to be present and to give evidence and to cross examine each other;

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- (e) the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision;
- (f) the Specialist is to use all reasonable endeavours to publish his decision within 20 Working Days of receipt of any further written comments made pursuant to clause 22.5(b) or after the ten Working Day period referred to in clause 22.5(b) if no such further written comments are received; and
- (g) the Specialist's decision shall be binding on the Parties save in the event of fraud or manifest error.

22.6 Except where stated to the contrary in this Deed, responsibility for the costs of referring a dispute to a Specialist under this clause 22, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.

22.7 This clause 22 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed, which will be subject to the jurisdiction of the courts.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Any person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contract (Rights of Third Parties) Act 1999, other than a successor in title or a successor in statutory function.

24. MISCELLANEOUS

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

24.2 If the LBTH Planning Permission shall expire before the LBTH Development has begun within the meaning of sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Owner or its successors in title this Deed shall have no further effect in respect of the Site and the Owner shall cease all further works in respect of the Development but without prejudice to the GLA's or LB Tower Hamlets' or TfL's ability to enforce in respect of any breach of the obligations in this Deed made in respect of the LBTH Development occurring prior to such revocation or withdrawal.

24.3 If the LBH Planning Permission shall expire before the LBH Development has begun within the meaning of sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Owner or its successors in title this Deed shall have no further effect in respect of the Site and the Owner shall cease all further works in respect of the Development but without prejudice to the GLA's or LB Hackney's or TfL's ability to enforce in respect of any breach of the obligations in this Deed made in respect of the LBH Development occurring prior to such revocation or withdrawal.

24.4 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permissions or any variations or amendments to the Planning Permissions) granted by the Relevant Council or by the relevant Secretary of State on appeal or by reference to him after this date.

24.5 The Parties acknowledge that the information supplied to the Relevant Council and the GLA under the terms of schedule [●] to this Deed is or may be commercially sensitive and that disclosure of the same would prejudice the Owner's commercial interests and shall be kept confidential and that neither Relevant Council nor the GLA shall disclose that information to any third party save:

- (a) for the purpose of complying with the requirements of this Deed;

- (b) where the information is already in the public domain;
- (c) pursuant to the Information Legislation or otherwise where legally required but in such instance the Relevant Council and/or the GLA shall immediately notify the Owner of a request made under the Information Legislation, shall not respond to any request until the Owner has provided its written views on whether such information should be released and shall, when preparing its response to such a request, have proper regard to any written views given by the Owner Provided That in the event that the Owner fails to respond within ten Working Days of notification of a request, the Relevant Council and/or the GLA (as applicable) may respond to the request as they see fit;
- (d) to HM Revenue and Customs or the Rating Authority;
- (e) to the Specialist; and
- (f) to respective auditors or legal advisors

provided that where reasonable and appropriate an undertaking shall be obtained from the third party to whom the confidential information is disclosed to keep such information confidential mutatis mutandis.

24.6 Nothing in this Deed shall imply any obligations on the part of the Authorities to the Parties or to any person to ensure that the Development is properly constructed.

25. APPROVAL PANEL

25.1 The Councils shall use Reasonable Endeavours to establish the Approval Panel and confirm in writing to the Owner and the GLA that the Approval Panel has been so established within six months of the date of this Deed.

25.2 Once established, the Approval Panel shall at all times be operated in accordance with the operating procedures set out in [schedule 24], unless otherwise agreed between the Authorities and the Owner.

25.3 In the event that the Councils fail within six months of the date of this Deed to confirm in writing to the Owner and the GLA that the Approval Panel has been established, any Approval specified under this Deed as being required from the Approval Panel shall instead be requested from the GLA in accordance with clause 28 until the date when the Councils confirm in writing and demonstrate to the Owner and the GLA that the Approval Panel has been established whereupon any such requests for Approval shall be made in accordance with clause 26 Provided That any such requests made prior to such date shall remain to be determined by the GLA in accordance with clause 28.

26. APPROVALS AND RESPONSES BY THE COUNCILS

26.1 Subject to clause 27, any Approval requested from a Council shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall (save where expressly stated to the contrary in this Deed) be given by the Relevant Council within 20 Working Days of such request being made Provided That in the event that within 10 Working Days of such request being made the Relevant Council requests additional information from the Owner which is reasonably necessary for it to determine the request for Approval, the Relevant Council shall have a further 20 Working Days following receipt of the requested information to determine such request.

26.2 In the event that:

- (a) a response to a request for Approval is not given by the Relevant Council within the time periods specified in clause 26.1 above; or

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- (b) the Owner considers that any request for additional information made by the Relevant Council pursuant to clause 26.1 is not reasonable and is intended to unreasonably delay the Relevant Council's consideration of the request for Approval; or
- (c) the Relevant Council notifies the Owner pursuant to clause 26.1 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that any reasons given are unreasonable,

the Owner may request that the GLA provides the Approval instead pursuant to clause 26.3.

26.3 Any Approval requested from the GLA pursuant to clause 26.2 shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall be given by the GLA within 20 Working Days of such request being made Provided That in the event that within 10 Working Days of such request being made the GLA requests additional information from the Owner which is reasonably necessary for it to determine the request for Approval, the GLA shall have a further 20 Working Days following receipt of the requested information to determine such request.

26.4 In the event that:

- (a) a response to a request for Approval is not given by the GLA within the time periods specified in clause 26.3;
- (b) the Owner considers that any request for additional information made by the GLA pursuant to clause 26.3 is not reasonable and is intended to unreasonably delay the GLA's consideration of the request for Approval; or
- (c) the GLA notifies the Owner pursuant to clause 26.3 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that any reasons given are unreasonable,

the Owner shall be entitled to refer the matter to a Specialist pursuant to clause 22.

26.5 In the event that the Owner refers an Approval request to the GLA pursuant to clause 26.4(b) and the GLA considers that a request for additional information made by the Relevant Council pursuant to clause 26.1 is reasonable, it shall direct that the Owner provide the additional information to the Relevant Council whereupon the relevant request for Approval shall fall to be determined by the Relevant Council in accordance with clause 26.1 and for the avoidance of doubt clause 26.2 shall continue to apply to such request for Approval.

26.6 In considering a request for Approval pursuant to clause 26.2, the GLA shall consult with the Relevant Council and shall have due regard to any representations received.

26.7 The provisions of this clause 26 are subject to the Owner notifying the Relevant Council and/or the GLA that it will be submitting a request for an Approval at least five Working Days before the date on which such a formal request is to be made.

26.8 This clause 26 does not apply to any confirmation requested by the Owner under clause 32 of this Deed.

26.9 The time limits in clauses 26.1 and 26.3 shall be extended by 15 Working Days in each instance if the Relevant Council and/or the GLA are required to consult one or more statutory consultee as part of an Approval process.

26.10 In the event that the Owner requests that the GLA provides an Approval pursuant to clause 26.2, the Owner hereby covenants to pay the GLA's reasonable and proper costs of

considering such request for Approval as soon as reasonably practicable following receipt of an invoice from the GLA specifying such costs and in any event within 15 Working Days of receipt of such invoice.

27. APPROVAL OF CROSS-BOUNDARY OBLIGATIONS BY THE COUNCILS

27.1 Subject to clause 25.3, in the event that this Deed requires the Owner to seek Approval from the Approval Panel, a request for Approval shall be submitted to the Councils specifying that Approval is being sought from the Approval Panel.

27.2 Any Approval requested from the Approval Panel shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall (save where expressly stated to the contrary in this Deed) be given by the Approval Panel within 20 Working Days of such request being made Provided That in the event that within 10 Working Days of such request the Approval Panel requests additional information from the Owner which is reasonably necessary for it to determine the request for Approval, the Approval Panel shall have a further 20 Working Days following receipt of the requested information to determine such request.

27.3 In the event that:

- (a) a response to a request for Approval is not given by the Approval Panel within the time periods specified in clause 27.2 above; or
- (b) the Owner considers that any request for additional information made by the Approval Panel pursuant to clause 27.2 is not reasonable and is intended to unreasonably delay the Approval Panel's consideration of the request for Approval; or
- (c) the Approval Panel notifies the Owner pursuant to clause 27.2 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that the reasons given are unreasonable,

the Owner may request that the GLA provides the Approval instead pursuant to clause 27.4.

27.4 Any Approval requested from the GLA pursuant to clause 27.3 shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall be given by the GLA within 20 Working Days of such request being made Provided That in the event that within 10 Working Days of such request being made the GLA requests additional information from the Owner which is reasonably necessary for it to determine the request for Approval, the GLA shall have a further 20 Working Days following receipt of the requested information to determine such request.

27.5 In considering a request for Approval pursuant to clause 27.3, the GLA shall consult with the Councils and shall have due regard to any representations received.

27.6 In the event that:

- (a) a response to a request for Approval is not given by the GLA within the time periods specified in clause 27.4;
- (b) the Owner considers that any request for additional information made by the GLA pursuant to clause 27.4 is not reasonable and is intended to unreasonably delay the GLA's consideration of the request for Approval; or
- (c) the GLA notifies the Owner pursuant to clause 27.4 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that any reasons given are unreasonable,

the Owner shall be entitled to refer the matter to a Specialist pursuant to clause 22.

- 27.7 In the event that the Owner refers the Approval request to the GLA pursuant to clause 27.3(b) and the GLA considers that a request for additional information made by the Approval Panel pursuant to clause 27.2 is reasonable, it shall direct that the Owner provide the additional information to the Approval Panel whereupon the relevant request for Approval shall fall to be determined by the Approval Panel in accordance with clause 27.2 and for the avoidance of doubt clause 27.3 shall continue to apply to such request for Approval.
- 27.8 The provisions of this clause 27 are subject to the Owner notifying the Councils and the GLA that it will be submitting a request for an Approval at least five Working Days before the date on which such a formal request is to be made.
- 27.9 The time limits in clause 27.2 and 27.4 shall be extended by 15 Working Days in each instance if the Approval Panel and/or the GLA are required to consult one or more statutory consultees as part of an Approval process.
- 27.10 In the event that the Owner requests that the GLA provides an Approval pursuant to clause 27.3, the Owner hereby covenants to pay the GLA's reasonable and proper costs of considering such request for Approval as soon as reasonably practicable following receipt of an invoice from the GLA specifying such costs and in any event within 15 Working Days of receipt of such invoice.

28. APPROVAL OF CROSS-BOUNDARY OBLIGATIONS BY THE GLA

- 28.1 In the event that clause 25.3 applies, any Approval requested from the GLA (in place of the Approval Panel) shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall be given by the GLA within 20 Working Days of such request being made Provided That in the event that within 10 Working Days of such request being made the GLA requests additional information from the Owner which is reasonably necessary for it to determine the request for Approval, the GLA shall have a further 20 Working Days following receipt of the requested information to determine such request.
- 28.2 In considering a request for Approval made pursuant to clause 28.1, the GLA shall consult with the Councils and have due regard to any representations received.
- 28.3 In the event that:
- (a) a response to a request for Approval is not given by the GLA within the time periods specified in clause 28.1;
 - (b) the Owner considers that any request for additional information made by the GLA pursuant to clause 28.1 is not reasonable and is intended to unreasonably delay the GLA's consideration of the request for Approval; or
 - (c) the GLA notifies the Owner pursuant to clause 28.1 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that any reasons given are unreasonable,

the Owner shall be entitled to refer the matter to a Specialist pursuant to clause 22.

- 28.4 The provisions of this clause 28 are subject to the Owner notifying the GLA that it will be submitting a request for an Approval at least five Working Days before the date on which such a formal request is to be made.

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

28.5 The time limits in clause 28.1 shall be extended by 15 Working Days in each instance if the GLA is required to consult one or more statutory consultees as part of an Approval process.

28.6 In the event that the Owner requests that the GLA provides an Approval pursuant to this clause 28, the Owner hereby covenants to pay the GLA's reasonable and proper costs of considering such request for Approval as soon as reasonably practicable following receipt of an invoice from the GLA specifying such costs and in any event within 15 Working Days of receipt of such invoice.

29. APPROVALS AND RESPONSES BY TfL

29.1 Any Approval requested from TfL pursuant to the terms of this Deed shall not be unreasonable or unreasonably withheld or delayed and a response to a request for Approval shall be given by TfL within 20 Working Days of such request being made Provided That in the event that within 10 Working Days of such request being made TfL requests additional information from the Owner which is reasonably necessary for it to determine the request for Approval, TfL shall have a further 20 Working Days following receipt of the requested information to determine such request.

29.2 In the event that:

- (a) a response to a request for Approval is not given by TfL within the time periods specified in clause 29.1 above; or
- (b) the Owner considers that any request for additional information made by TfL pursuant to clause 29.1 is not reasonable and is intended to unreasonably delay TfL's consideration of the request for Approval; or
- (c) TfL notifies the Owner pursuant to clause 29.1 that it is refusing to issue an Approval but fails to give reasons for such refusal or the Owner considers that any reasons given are unreasonable,

the Owner shall be entitled to refer the matter to a Specialist pursuant to clause 22.

29.3 The provisions of this clause 29 are subject to the Owner notifying TfL that it will be submitting a request for an Approval at least five Working Days before the date on which such a formal request is to be made.

29.4 This clause 29 does not apply to any confirmation requested by the Owner under clause 32 of this Deed.

29.5 The time limits in clauses 29.1 shall be extended by 15 Working Days in each instance if TfL is required to consult one or more statutory consultees as part of an Approval process.

30. ENFORCEMENT COSTS

Notwithstanding any other terms or provisions in this Deed, the Owner shall pay all costs, charges and expenses (including without prejudice to the generality thereof legal and planning costs and internal and external professional fees) reasonably and properly incurred by the Authorities for the purpose of or directly incidental to the enforcement of any of the Owner's obligations contained in this Deed.

31. ENFORCEMENT OF CROSS-BOUNDARY OBLIGATIONS

31.1 The Authorities shall use Reasonable Endeavours to co-operate with each other in respect of the enforcement of any breach of a Cross-Boundary Obligation.

31.2 In the event that an Authority intends to enforce against a breach of a Cross-Boundary Obligation, the relevant Authority shall, where practicable, notify the other Authorities of that fact in writing providing details of:

- (a) the alleged breach;
- (b) the proposed enforcement action;
- (c) the proposed timescales for bringing enforcement action; and
- (d) the proposed remedy required.

31.3 Following such notice and so far as is reasonably practicable, the Authorities shall use Reasonable Endeavours to reach agreement as to the enforcement action to be brought with the intention that any action brought by an Authority in respect of a breach shall be consistent with any action brought by any other Authorities and the relevant Authorities shall use Reasonable Endeavours to bring enforcement action on a joint basis.

32. TERMINATION OF OBLIGATIONS

In respect of any of the Owner's obligations in this Deed which do not have an end date or a restriction by which compliance with such obligation is required, the Owner may seek confirmation from the Relevant Council or the GLA (as applicable) that such obligations are obsolete, have ceased to have effect or have been fulfilled as the case may be and, subject to the Relevant Council or the GLA (as applicable) approving the same in writing to the Owner, such obligations shall cease to have effect on receipt of such written confirmation.

33. DELIVERY

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 dated.

SCHEDULE 1

Draft LBTH Planning Permission

DRAFT

SCHEDULE 2

Draft LBH Planning Permission

DRAFT

SCHEDULE 3

Plans

[Ashurst note: JV to provide plans]

Plan 1	the Site
Plan 2	the LBTH Site
Plan 3	the LBH Site
Plan 4	Plots
Plan 5	Phasing Plan
Plan 6	Highway Improvement Works Plan
Plan 7	Shoreditch Triangle Scheme Plan
Plan 8	Highway Reinstatement Plan
Plan 9	Cycle Maintenance Facilities Plan
Plan 11	Public Cycle Spaces Plan
Plan 12	Car Park Plan
Plan 13	Temporary Parking Plan
Plan 14	Pick-Up/Drop-Off Space Plan
Plan 15	Shoreditch High Street Station – Second Entrance Safeguarding Plan
Plan 16	Ground Level Public Realm Phasing Plan
Plan 17	Park Level Public Realm Phasing Plan
Plan 18	Public Toilets Plan
Plan 19	GP Surgery Plan
Plan 20	Idea Store Plan

SCHEDULE 4

Affordable Housing and Viability Review Mechanism

1. DEFINITIONS

1.1 In this schedule the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Affordable Housing" means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

"Affordable Rented Housing" means rented housing provided by an Registered Provider that has the same characteristics as Social Rented Housing except that it is outside the national rent regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;

"Chargee" any mortgagee or chargee from time to time of an Registered Provider who has gone into possession and is exercising its power of sale in respect of the LBTH Affordable Housing Units or any part of the LBTH Affordable Housing Units;

"CPI" means the Consumer Price Index or any successor to that index from time to time;

"Eligible Purchasers" means a purchaser who is part of a household whose annual income at the date of purchasing the relevant LBTH Intermediate Housing Unit does not exceed the relevant amount specified in the latest London Plan Annual Monitoring Report published by the Greater London Authority;

"Guidance on Rents for Social Housing" means the Department for Communities and Local Government's Guidance on Rents for Social Housing (May 2014) or such replacement guidance issued by that department or its successor from time to time;

"Habitable Room" means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes living rooms, dining rooms, bedrooms and kitchens of not less than 13 square metres but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

"HCA" means the Homes and Communities Agency being the organisation empowered to regulate RP's under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the HCA;

"Housing Mix" means the mix of Residential Units comprised within the Development in accordance with the schedule at Annex 1 of this Schedule 4;

"Intermediate Housing" means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, intermediate rent, key worker, starter homes and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2011 (as consolidated with subsequent amendments) as adjusted from time to time by the London Plan Annual Monitoring Report published by the Greater London Authority;

"LBH Affordable Housing Base Provision" means the payment of an LBH PiL equal to 15% (by unit) of the total number of LBH Residential Units;

"LBH PiL" means £21,825,000 (twenty one million eight hundred and twenty five thousand pounds) [Indexed] as a payment in lieu of on-site provision of Affordable Housing within the LBH Development;

"LBH Private Residential Units" means 582 Residential Units for private sale or rent forming part of the LBH Development;

"LBTH Affordable Housing Base Provision" means the minimum provision of the LBTH Affordable Housing Units which is equal to 25% (by Habitable Room) of the LBTH Residential Units;

"LBTH Affordable Housing Units" means 141 LBTH Residential Units forming part of the LBTH Development of the tenure and mix set out in paragraph 3.1(h) of this Schedule 4 to this Deed and which includes the LBTH Affordable Rented Housing Units, LBTH Social Rented Housing Units and the LBTH Intermediate Units but excludes the LBTH Private Residential Units;

"LBTH Affordable Rented Housing Units" means 43 of the LBTH Affordable Housing Units (located in Plot E as shown on Plan [●]) to be made available for Affordable Rented Housing as identified in paragraph 3.1(h) of this Schedule 4

"LBTH Framework Rent" means the weekly rents (including service charge) for Affordable Rented Housing located in the "E1" post code area published by LB Tower Hamlets from time to time;

"LBTH Intermediate Housing Units" means 48 of the LBTH Affordable Housing Units (12 in Plot C, 26 in Plot D and 10 in Plot E as shown on Plans [●]) to be made available for Affordable Rented Housing as identified in paragraph 3.1(h) of this Schedule 4;

"LBTH Private Residential Units" means up to 633 LBTH Residential Units for private sale or rent forming part of the LBTH Development and which excludes the LBTH Affordable Housing Units;

"LBTH Residential Units" means up to 774 Residential Units comprised within the LBTH Development;

"LBTH Social Rented Housing Units" means 50 of the LBTH Affordable Housing Units (located in Plot E as shown on Plan [●]) to be made available for Social Rented Housing as identified in paragraph 3.1(h) of this Schedule 4

"Lifetime Home Standards" means the incorporation of the 16 design standards which together create a flexible blue print for accessible and adaptable housing published by the Joseph Rowntree Foundation Lifetime Homes Group and which standards incorporate all of the Part M Building Regulations and relevant parts of the Housing Corporation Design and Quality Standards and any replacement or supplementary guidance in force from time to time;

"London Design Standards" means the applicable housing design standards set out in the London Plan 2011 (as consolidated with subsequent amendments), the Mayor of London's Housing Supplementary Planning Guidance (November 2012) and the Mayor of London's and HCA's Funding Standards Framework – New Funding Design and Sustainability Standards for London (December 2011) and any replacement or supplementary guidance in force from time to time;

"Moratorium Period" means in relation to any proposed sale of any or all of the LBTH Affordable Housing Units by a Chargee the moratorium period created by Sections 145 and 146 of the Housing and Regeneration Act 2008;

"Perpetuity" means a minimum term of 125 years from the date of first Occupation of the relevant LBTH Affordable Housing Unit;

"Registered Provider" means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous statutory provision) and approved by LB Tower Hamlets such approval not to be unreasonably withheld or delayed;

"Rents and Nominations Agreement" means the rent nominations agreement to be entered into pursuant to paragraph 3.1(g) of this Schedule 4 substantially in the form of the draft attached at Annex 3 of this Schedule 4 or such other suitable form agreed by an Registered Provider and LB Tower Hamlets (acting reasonably);

"Rent Standard" means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 both issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction;

"Residential Units" means up to 1,356 units of Use Class C3 residential accommodation comprised within the Development in accordance with the Housing Mix and which includes the LBTH Private Residential Units, the LBH Private Residential Units and the LBTH Affordable Housing Units;

"RTA Purchaser" means a former tenant of an LBTH Affordable Housing Unit who purchases that LBTH Affordable Housing Unit under the provisions of the right to acquire created by Section 180 Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling tenants of a Registered Provider to purchase their homes;

"Shared Ownership Housing" means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and **"Shared Ownership Unit"**, **"Shared Ownership Lease"** and **"Shared Ownership Lessee"** shall be construed accordingly;

"Social Rented Housing" means rented housing owned and managed by local authorities or Registered Providers for which guideline Target Rents are determined through the national rent regime;

"Staircasing" means the acquisition by a Shared Ownership Lessee of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity and cognate terms shall be construed accordingly; and

"Target Rents" means rents for social rented properties conforming with the pattern produced by the formula rent set out in the Guidance on Rents for Social Housing published by the Department of Communities and Local Government in May 2014 and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time.

2. **SITE-WIDE AFFORDABLE HOUSING**

2.1 Subject to paragraph 5 of this Schedule 4, the Owner shall:

- (a) provide the LBTH Affordable Housing Base Provision within the LBTH Development in accordance with paragraph 3 below; and

- (b) provide the LBH Affordable Housing Base Provision when carrying out the LBH Development in accordance with paragraph 4 below

PROVIDED THAT:

- (c) no less than the LBTH Affordable Housing Base Provision shall be provided on the LBTH Land and no less than the LBH Affordable Housing Base Provision shall be provided when carrying out the LBH Development on the LBH Land; and
- (d) the maximum combined total of Affordable Housing within the Development shall not exceed 50% Affordable Housing. **[Ashurst note: formula to be agreed]**

3. **LBTH AFFORDABLE HOUSING**

3.1 The Owner shall:

- (a) not Occupy or cause or permit to become Occupied the LBTH Affordable Housing Units for any purpose other than for Affordable Rented Housing, Social Rented Housing and Intermediate Housing in Perpetuity with the exception of any Intermediate Units to which Staircasing applies;
- (b) ensure that 10% of the LBTH Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible LBTH Affordable Housing Units to LB Tower Hamlets for approval prior to Commencement of the relevant Plot and notify LB Tower Hamlets in writing at least nine months prior to the Practical Completion of the relevant units;
- (c) ensure that the LBTH Affordable Housing Units are designed and constructed to London Design Standards and Lifetime Home Standards;
- (d) not to Commence any Plot containing LBTH Affordable Housing Units unless and until an agreement for the disposal of the relevant LBTH Affordable Housing Units to a Registered Provider in accordance with paragraph (g) below has been entered into;
- (e) not first Occupy or permit [first Occupation] of any LBTH Private Residential Units located in Plot C unless and until:
 - (i) it has Practically Completed the LBTH Affordable Housing Units located in Plot C and Plot E; and
 - (ii) it has disposed of the LBTH Affordable Housing Units located in Plot C and Plot E to a Registered Provider;
- (f) not first Occupy or permit [first Occupation] of any LBTH Private Residential Units located in the Plot D unless and until:
 - (i) it has Practically Completed the LBTH Affordable Housing Units located in Plot C, Plot D and Plot E; and
 - (ii) it has disposed of the LBTH Affordable Housing Units located in Plot C, Plot D and Plot E to a Registered Provider;
- (g) ensure that any disposal of the LBTH Affordable Housing Units to a Registered Provider is by way of a freehold sale or grant of a lease of not less than 125 years in either case subject to a condition that the Registered Provider enters into the Rents and Nominations Agreement with LB Tower Hamlets within 20 Working Days of the LBTH Affordable Housing Units being disposed and not to first Occupy the

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

LBTH Affordable Housing Units until the Registered Provider has entered into the same;

- (h) provide the LBTH Affordable Housing Units in accordance with the tenure mix and rental levels (as appropriate) shown in the table below:

Unit Size	LBTH Social Rented Housing Units		LBTH Affordable Rented Housing Units		LBTH Intermediate Housing Units
	Units	Weekly Rent (excl. Service Charge) on first letting)	Units	Weekly Rent (incl. Service Charge) on first letting	Units
Studio	0	N/A	0	[●]	0
1 bed	0	N/A	15	[●]	14
2 bed	0	N/A	28	[●]	20
3 bed	38	[●]	0	N/A	14
4 bed	8	[●]	0	N/A	0
5 bed	4	[●]	0	N/A	0
Total	50	N/A	43	N/A	48

- (i) ensure that the rents (inclusive of service charge) for first lettings of any LBTH Affordable Rented Housing Units will not exceed the relevant amount set out in the table at paragraph (h) above subject to a maximum annual percentage rent increase of CPI + 1% per annum (or such other rate of annual increase as the HCA may publish from time to time) calculated from the date of this Deed and based on the annual CPI rate published for the preceding September on top of the amounts set out in the table at paragraph (h) above PROVIDED THAT if such weekly rents on first lettings are proposed to exceed the indexed amounts set out in the table at paragraph (h) above the relevant Registered Provider shall obtain the written agreement of LB Tower Hamlets as to the amounts of the weekly rents and LB Tower Hamlets shall act reasonably when agreeing the revised weekly rents;
- (j) ensure that the rents (inclusive of service charge) on subsequent lettings and tenancy renewals of the LBTH Affordable Rented Housing Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the amounts set out in the table in paragraph (h) above subject to the HCA's permitted maximum annual rent increase of CPI + 1% per annum (or such other rate of annual increase as the HCA may publish from time to time) calculated from the date of this Deed PROVIDED THAT if such weekly rents on subsequent lettings and tenancy renewals are proposed to exceed the indexed amounts set out in the table at paragraph (h) above the relevant Registered Provider shall obtain the written agreement of the Council as to the amounts of the weekly rents and the Council shall act reasonably when agreeing the revised weekly rents;

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

- (k) subject to paragraphs 3.1(l) and 3.1(m) below, ensure that the rents (exclusive of service charge) for first lettings and subsequent lettings of any LBTH Social Rented Housing Units will not exceed Target Rents;
- (l) ensure that the rent levels under paragraph 3.1(k) above:
 - (i) will not be altered except as set out in paragraph 3.1(m) below following a review which is to be implemented in April of each year by the relevant Registered Provider (the "**Annual Review**") starting from 1 April in the year after Practical Completion of the LBTH Social Rented Housing Units; and
 - (ii) shall not include service charges which the relevant Registered Provider shall apportion between and charge to the LBTH Social Rented Housing Units and the other LBTH Residential Units in its normal manner;
- (m) in accordance with the Annual Review on 1 April the relevant Registered Provider will either raise or lower the rent under paragraph (k) above by no more than CPI + 1% unless one or more of the events set out in Annex 2 of this Schedule 4 occurs in respect of any of the LBTH Social Rented Housing Units in which case the rent of that particular LBTH Social Rented Housing Unit may be adjusted by the amount calculated in accordance with the criteria set out in Annex 2 of this Schedule 4; and
- (n) ensure that the LBTH Intermediate Housing Units shall not be sold to purchasers other than Eligible Purchasers, except where Staircasing applies.

3.2 The obligations and restrictions contained in this paragraph 3 of this Schedule 4 shall not bind:

- (a) a Chargee or receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner or Lessee who has first complied with the provisions of paragraphs 3.1(a)-(d);
- (b) any RTA purchaser;
- (c) any mortgagee or chargee of an LBTH Intermediate Housing Unit lawfully exercising the mortgagee protection provision within an LBTH Intermediate Housing Unit owner's lease;
- (d) any lessee of a Shared Ownership Unit where the lessee has Staircased to 100% ownership of such unit; or
- (e) any person or body deriving title through or from any of the parties mentioned in paragraphs 3.2(a) to (d).

3.3 Any Chargee or receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner claiming protection granted by paragraph 3.2 must first:

- (a) comply with the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008;
- (b) provide the Council as soon as reasonably practicable with copies of any notices served on or by the HCA or the regulator (or its successor) pursuant to Sections 144-148 or Section 151 of the Housing and Regeneration Act 2008;
- (c) provide LB Tower Hamlets with copies of any proposals or directions that the mortgagee received from the HCA under Sections 152 to 155 of the Housing and

Regeneration Act 2008 (or where any part of those proposals are of a confidential nature such details of the proposals as are appropriate in all the circumstances) and provide LB Tower Hamlets with further details of progress reached towards implementing such agreed proposals from time to time; and

- (d) give LB Tower Hamlets the option to purchase the relevant LBTH Affordable Housing Unit(s) from the mortgagee or alternatively nominate another Registered Provider to purchase the relevant LBTH Affordable Housing Unit for a period commencing on the date that the mortgagee gives LB Tower Hamlets notice and ending on the later of one month (or such other period as may be agreed by the parties) after the date of that notice or the end of any Moratorium Period, if such period is agreed between the parties. LB Tower Hamlets (or its nominated Registered Provider) shall be entitled to complete the purchase of the LBTH Affordable Housing Unit at any time up to two calendar months after the expiry of the option period.

3.4 The price payable by LB Tower Hamlets or its nominated Registered Provider for the LBTH Affordable Housing Unit(s) pursuant to paragraph 3.3(d) shall be the open market value of the LBTH Affordable Housing Unit(s) including the land on which the LBTH Affordable Housing Unit(s) is constructed subject to the restrictions contained within this Schedule or all sums due to the mortgagee pursuant to the terms of the mortgagees charge together with reasonable legal and administrative fees, whichever is the greater.

3.5 The parties shall use reasonable endeavours to agree the open market value of the LBTH Affordable Housing Unit or Units but in the event of failure to agree the open market value shall be determined by an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area and will be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the LBTH Affordable Housing Unit(s).

4. **LBH AFFORDABLE HOUSING**

4.1 [The Owner shall pay the LBH PiL to LBH in the following instalments:

- (a) £10,912,500 (ten million nine hundred and twelve thousand and five hundred pounds) on or prior to [the Commencement of Plot F]; and
- (b) £10,912,500 (ten million nine hundred and twelve thousand and five hundred pounds) on or prior to [the Commencement of Plot G].

4.2 The Owner shall not [Commence or permit or suffer the Commencement of Plot F] unless and until fifty per cent of the LBH PiL has been paid to LBH in accordance with paragraph 4.1(a) above.

4.3 The Owner shall not [Commence or permit or suffer the Commencement of Plot G] unless and until fifty per cent of the LBH PiL has been paid to LBH in accordance with paragraph 4.1(b) above.

4.4 The Owner shall not first Occupy or permit or suffer first Occupation of any LBH Private Residential Unit unless and until the LBH PiL has been fully paid to LBH.] ***[Ashurst note: Triggers TBC]***

4.5 LBH shall use the LBH PiL for the purpose of delivering Affordable Housing within the London Borough of Hackney excluding the Site.

5. **VIABILITY REVIEW MECHANISM**

5.1 ***[Drafting TBC pending conclusion of discussions between experts]***

DRAFT

ANNEX 1

Housing Mix

Plot	Studio	1 bed	2 bed	3 bed	4 bed	5 bed	Total
C	64	120	133	36	5	0	358
D	15	130	125	43	0	0	313
E	0	21	28	42	8	4	103
F	31	136	136	126	0	0	322
G	26	110	102	22	0	0	260
Total	136	517	514	172	13	4	1,356
%	10%	38.1%	37.9%	12.7%	1%	0.3%	100%

DRAFT

ANNEX 2

Qualifying events leading to an adjustment of rent for LBTH Social Rented Housing Units

1. Subject to paragraph 4 below, in the case of major capital works carried out to the LBTH Social Rented Housing Units, the relevant Registered Provider may apply to LB Tower Hamlets for approval by LB Tower Hamlets of an appropriate increase in rent, such written approval by LB Tower Hamlets not to be unreasonably withheld or delayed.
2. Subject to paragraph 4 below, in the case of the imposition, abolition, decrease or increase in respect of an LBTH Social Rented Housing Unit of Council Tax, Residential Rates, Value Added Tax on rents or any other type of property taxation or taxation payable in respect of property rights payable by the relevant Registered Provider the rent may rise or fall by the amount of taxation payable or reasonably expected to be payable by that Registered Provider for that LBTH Social Rented Housing Unit.
3. Subject to paragraph 4 below, in the case of supply or cessation of supply by the relevant Registered Provider of services to a LBTH Social Rented Housing Unit of a type defined (or not as the case may be) in the notice of rent change, the rent may rise or fall by the cost of providing or ceasing to supply the relevant service together with an administration charge of 10%.
4. In relation to paragraphs 1, 2 and 3 of this Annex 2 to Schedule 4, no change shall be made in the rent charged until:
 - (a) the amount of the increase or decrease has been approved by LB Tower Hamlets (whose approval shall not be unreasonably withheld or delayed and if not given within 15 Working Days shall be deemed to have been given); and
 - (b) at least 20 Working Days written notice has been given to the tenant and he has been told that if he gives a notice to quit within 20 Working Days his rent will not rise until his tenancy has expired.

ANNEX 3

LBTH Template Rents and Nominations Agreement

DRAFT

SCHEDULE 5

Highways

1. DEFINITIONS

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Construction Programme" shall have the meaning given in schedule 11;

"Highway Improvement Works Plan" means the plan marked 'Plan [●]' appearing at schedule 3 identifying which of the LBH Highway Improvement Works and the LBTH Highway Improvements Works are required to be delivered prior to First Occupation of a particular Plot;

"Highway Reinstatement Plan" means the plan marked 'Plan [●]' appearing at schedule 3;

"LBH Dedication Plan" means a plan to be submitted to LB Hackney setting out those areas of the Site (if any) which the Owner intends to dedicate as highway maintainable at the public expense and which shall form part of the highways for which LB Hackney is the local highway authority;

"LBH Highway Improvement Works" means those works to the highway for which LB Hackney is the local highway authority shown indicatively on the Highway Improvement Works Plan and including:

- (a) footway reparations on Commercial Street and Shoreditch High Street resulting from the Development (with the footway material and kerbstones to match existing);
- (b) relocation of the bus stop on the northern side of Bethnal Green Road to facilitate the Development;
- (c) the repaving of the footway along Bethnal Green Road between Shoreditch High Street and the Borough Boundary, including the provision of a new vehicular access (with the footway material and kerbstones to match existing and the relocation of signage, lighting and street furniture as necessary to facilitate footway works);
- (d) footway widening works, parking bay relocations and highway reparations on the western end of Quaker Street, between Commercial Street and the boundary between LB Hackney's and LB Tower Hamlets' administrative areas (together with relocation of signage, lighting and street furniture as necessary to facilitate footway works);

"LBH Highway Reinstatement Area" means the highways and footways in the vicinity of the Site shown [●] on the Highway Reinstatement Plan and being part of the public highway for which LB Hackney is local highway authority;

"LBH Highway Reinstatement Works" means the repair and reinstatement of the highway and footways within the LBH Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the LBH Schedule of Condition approved by LB Hackney pursuant to paragraph 3.1 of this schedule;

"LBH Level Plans" means plans demonstrating in full the levels at the interface of the Development at the boundary of the Site with the public highway for which LB Hackney is the local authority and any LBH Highway Improvement Works;

"LBH Schedule of Condition" means a schedule of condition relating to the highways and footways within the LBH Highway Reinstatement Area which shall include but not be limited to:

- (a) the line and level of footways and carriageways; and
- (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages);

"LBTH Bethnal Green Road Pedestrian Crossing Contribution" means the sum of £250,000 to be used by LB Tower Hamlets towards improvements to pedestrian crossings on Bethnal Green Road in the vicinity of the Site;

"LBTH Dedication Plan" means a plan to be submitted to LB Tower Hamlets setting out those areas of the Site (if any) which the Owner intends to dedicate as highway maintainable at the public expense and which shall form part of the highways for which LB Tower Hamlets is the local highway authority;

"LBTH Highway Improvement Works" means those works to the highway for which LB Tower Hamlets is the local highway authority shown indicatively on the Highway Improvement Works Plan and including:

- (a) footway reparations on the western side of Brick Lane between Quaker Street and Cygnet Street resulting from the Development (with footway material and kerbstones to match existing and with relocation of signage, lighting and street furniture on Brick Lane as necessary to facilitate access to the Development);
- (b) provision of a dropped kerb vehicle crossover on Brick Lane to facilitate occasional vehicle access to the Development;
- (c) relocation of the bus stop on the northern side of Bethnal Green Road to facilitate the Development (to the extent not contained within the LBH Highway Improvement Works);
- (d) footway repaving, and carriageway resurfacing of Braithwaite Street between Bethnal Green Road and Quaker Street (together with the relocation of signage, lighting and street furniture as necessary to facilitate access to the Development);
- (e) provision of static and removable vehicle bollards on Braithwaite Street to control vehicle movements;
- (f) provision of 24 public cycle parking spaces (12 Sheffield type stands) on Braithwaite Street;
- (g) footway repaving, of the southern side of Sclater Street between Bethnal Green Road and Cygnet Street, including the provision of new vehicular access points (together with relocation of signage, lighting and street furniture as necessary to facilitate access to the Development);
- (h) footway widening works, parking bay relocations, and highway reparations on Quaker Street, between the boundary between LB Hackney's and LB Tower Hamlets' administrative areas and the junction with Braithwaite Street (together with relocation of signage, lighting and street furniture as necessary to facilitate footway works);

"LBTH Highway Reinstatement Area" means the highways and footways in the vicinity of the Site shown [●] on the Highway Reinstatement Plan and being part of the public highway for which LB Tower Hamlets is the local highway authority;

"LBTH Highway Reinstatement Works" means the repair and reinstatement of the highway and footways within the LBTH Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the LBTH Schedule of Condition Approved by LB Tower Hamlets pursuant to paragraph 4.1 of this schedule;

"LBTH Level Plans" means plans demonstrating in full the levels at the interface of the Development at the boundary of the Site with the public highway for which LB Tower Hamlets is the local authority and any LBTH Highway Improvement Works;

"LBTH Schedule of Condition" means a schedule of condition relating to the highways and footways within the LBTH Highway Reinstatement Area which shall include but not be limited to:

- (a) the line and level of footways and carriageways; and
- (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages);

"Shoreditch Triangle Scheme" means the major highway and public realm improvement project in the vicinity of the Site for which TfL is the highway authority and lead sponsor, which is shown for indicative purposes only on the Shoreditch Triangle Scheme Plan and which will include the following junctions:

- (a) Shoreditch High Street / Commercial Street / Great Eastern Street;
- (b) Old Street / Kingsland Road / Shoreditch High Street / Hackney Road; and
- (c) Bethnal Green Road / Shoreditch High Street;

"Shoreditch Triangle Scheme Abort Notice" means a written notice given by TfL to the Owner indicating that TfL no longer wishes to proceed with the Shoreditch Triangle Scheme;

"Shoreditch Triangle Scheme Contribution" the sum of £5.9 million pounds which is the Owner's contribution towards part of the cost of TfL carrying out the Shoreditch Triangle Scheme;

"Shoreditch Triangle Scheme Plan" means the plan marked 'Plan [●]' appearing at schedule 3;

"Shoreditch Triangle Scheme Priority Works" means those elements of the Shoreditch Triangle Scheme which are in the vicinity of the Development which TfL shall prioritise when expending the Shoreditch Triangle Scheme Contribution and which are identified for indicative purposes on the Shoreditch Triangle Scheme Plan and **"Shoreditch Triangle Scheme Priority Works 1"**, **"Shoreditch Triangle Scheme Priority Works 2"** and **"Shoreditch Triangle Scheme Priority Works 3"** shall be construed accordingly;

"TfL Dedication Plan" means a plan to be submitted to TfL setting out those areas of the Site (if any) which the Owner intends to dedicate as highway maintainable at the public expense and which shall form part of the TLRN;

"TfL Essential Highway Works" means those works to the TLRN in the vicinity of the Site as are considered necessary in order to properly mitigate the impact of the Development and make it acceptable in planning, transport and highways terms and which broadly correlate to the [Shoreditch Triangle Scheme Priority Works 1 and any associated enabling works]; **[Ashurst note: definition TBC]**

"TfL Highway Reinstatement Area" means the highways and footways in the vicinity of the Site shown [●] on the Highway Reinstatement Plan and being part of the TLRN;

"TfL Highway Reinstatement Works" means the repair and reinstatement of the highway and footways within the TfL Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the TfL Schedule of Condition Approved by TfL pursuant to paragraph 6.1 of this schedule; and

"TfL Level Plans" means plans demonstrating in full the levels at the interface of the Development at the boundary of the Site with the public highway for which TfL is the local authority and any TfL Highway Improvement Works;

"TfL Schedule of Condition" means a schedule of condition relating to the highways and footways within the TfL Highway Reinstatement Area which shall include but not be limited to:

- (a) the line and level of footways and carriageways; and
- (b) the state of condition of access covers, surfacing, street furniture, channels and kerbs, street lighting and gullies (to be checked for blockages); and

"TfL Streets Toolkit" means the suite of documents and guidance published by TfL from time to time (available as at the date of this Deed from <https://tfl.gov.uk/corporate/publications-and-reports/streets-toolkit>) setting out TfL's requirements in respect of any works proposed to the TLRN, such documents including:

- (a) Streetscape Guidance;
- (b) London Cycling Design Standards;
- (c) Accessible Bus Stop Design Guidance; and
- (d) Kerbside Loading Guidance.

2. BETHNAL GREEN ROAD PEDESTRIAN CROSSING

2.1 The Owner shall:

- (a) pay the LBTH Bethnal Green Road Pedestrian Crossing Contribution to LB Tower Hamlets on or prior to the Commencement of Plot B; and
- (b) not Commence nor permit Commencement of Plot B until the LBTH Bethnal Green Road Pedestrian Crossing Contribution has been paid in full to LBTH.

3. LBH HIGHWAY IMPROVEMENT AND REINSTATEMENT WORKS

3.1 The Owner covenants not to Commence nor permit Commencement of the Development unless and until it has submitted to LBH for its approval:

- (a) an initial LBH Schedule of Condition;
- (b) details of the LBH Dedication Plan;
- (c) details of the LBH Level Plans;
- (d) details of all highways required to be temporarily stopped up and/or diverted and any necessary traffic management orders in connection with the LBH Highway Improvement Works; and

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

- (e) the outline design, specification and schematic drawings of the LBH Highway Improvement Works.
- 3.2 The Owner shall not Commence nor permit the Commencement of the Development unless and until LBH has approved in writing those items referred to in paragraph 3.1.
- 3.3 The Owner covenants not to First Occupy nor permit First Occupation of any Plot unless and until a Highways Agreement for the LBH Highway Improvement Works relevant to that Plot (as shown on the Highway Improvement Works Plan and approved pursuant to paragraph 3.1) has been entered into and such LBH Highway Improvement Works have been completed to the satisfaction of LBH, such Highways Agreement to make provision for:
- (a) a further LBH Condition Survey to be submitted to LB Hackney as soon as reasonably practicable after works to construct any given Plot located adjacent to the LBH Highway Reinstatement Area have reached a stage where further works will not adversely affect the LBH Highway Reinstatement Area adjacent to the relevant Plot; and
 - (b) the carrying out of any necessary LBH Highway Reinstatement Works in the LBH Highway Reinstatement Area adjacent to the relevant Plot prior to First Occupation of that Plot.
- 3.4 In the event that any LBH Highway Reinstatement Works or LBH Highway Improvement Works that are carried out pursuant to paragraph 3.3 are subsequently damaged as a result of the carrying out of construction on later Plots of the Development (as determined by LB Hackney by reference to the LBH Schedule of Condition approved pursuant to paragraph 3.1) then the Owner shall not First Occupy nor permit First Occupation of such later Plot(s) until such damage is remedied to the satisfaction of LBH.

4. LBTH HIGHWAY IMPROVEMENT AND REINSTATEMENT WORKS

- 4.1 The Owner covenants not to Commence nor permit Commencement of the Development unless and until it has submitted to LBTH for its approval:
- (a) an initial LBTH Schedule of Condition;
 - (b) details of the LBTH Dedication Plan;
 - (c) details of the LBTH Level Plans;
 - (d) details of all highways required to be temporarily stopped up and/or diverted and any necessary traffic management orders in connection with the LBTH Highway Improvement Works; and
 - (e) the outline design, specification and schematic drawings of the LBTH Highway Improvement Works.
- 4.2 The Owner shall not Commence nor permit the Commencement of the Development unless and until LBTH has approved in writing those items referred to in paragraph 4.1.
- 4.3 The Owner covenants not to First Occupy nor permit First Occupation of any Plot unless and until a Highways Agreement for the LBTH Highway Improvement Works relevant to that Plot (as shown on the Highway Improvement Works Plan and approved pursuant to paragraph 4.1) has been entered into and such LBTH Highway Improvement Works have been completed to the satisfaction of LBTH, such Highways Agreement to make provision for:

- (a) a further LBTH Condition Survey to be submitted to LB Tower Hamlets as soon as reasonably practicable after works to construct any given Plot located adjacent to the LBTH Highway Reinstatement Area have reached a stage where further works will not adversely affect the LBTH Highway Reinstatement Area adjacent to the relevant Plot; and
- (b) the carrying out of any necessary LBTH Highway Reinstatement Works in the LBTH Highway Reinstatement Area adjacent to the relevant Plot prior to First Occupation of that Plot.

4.4 In the event that any LBTH Highway Reinstatement Works or LBTH Highway Improvement Works that are carried out pursuant to paragraph 4.3 are subsequently damaged as a result of the carrying out of construction on later Plots of the Development (as determined by LB Tower Hamlets by reference to the LBTH Schedule of Condition approved pursuant to paragraph 4.1) then the Owner shall not First Occupy nor permit First Occupation of such later Plot(s) until such damage is remedied to the satisfaction of LBTH.

5. SHOREDITCH TRIANGLE SCHEME

5.1 Subject to paragraphs 5.2 of this schedule, the Owner covenants to pay the Shoreditch Triangle Scheme Contribution to TfL upon the earlier of:

- (a) Commencement of Phase 2; or
- (b) 1 July 2020

and for the avoidance of doubt the Owner shall not pay the Shoreditch Triangle Scheme Contribution to TfL prior to either of these dates unless TfL agrees in writing to accept such payment.

5.2 In the event that Commencement of the Development has not taken place by 1 July 2020, the Owner covenants:

- (a) to pay the Shoreditch Triangle Scheme Contribution to TfL upon Commencement of the Development; and
- (b) not to Commence nor permit Commencement of the Development until the Shoreditch Triangle Scheme Contribution has been paid to TfL.

5.3 Subject to paragraphs 5.8 to 5.11 (inclusive) TfL covenants with the Owner:

- (a) following receipt of the Shoreditch Triangle Scheme Contribution not to use the Shoreditch Triangle Scheme Contribution for any purpose other than for the design, commissioning and carrying out the Shoreditch Triangle Scheme;
- (b) not to expend or commit more than 10 per cent of the Shoreditch Triangle Scheme Contribution unless and until TfL has a programme and firm start date for carrying out the Shoreditch Triangle Scheme Priority Works 1;
- (c) to prioritise expenditure of the Shoreditch Triangle Scheme Contribution towards the Shoreditch Triangle Scheme Priority Works in the following order:
 - (i) first, the Shoreditch Triangle Scheme Priority Works 1;
 - (ii) second, the Shoreditch Triangle Scheme Priority Works 2; and
 - (iii) third, the Shoreditch Triangle Scheme Priority Works 3;

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

- (d) to provide the Owner with an annual report defining the programme for design, commissioning and carrying out of the Shoreditch Triangle Scheme and details of costs and expenses incurred and anticipated.
- 5.4 Subject to paragraph 5.5, in the event that at any point after the fifth anniversary of receipt of the Shoreditch Triangle Scheme Contribution by TfL, the Owner considers that the TfL Essential Highway Works have not been substantially completed, it may serve a written notice of such fact on TfL and TfL and the Owner shall thereafter use Reasonable Endeavours to agree arrangements to secure the carrying out of the TfL Essential Highway Works as soon as reasonably practicable (including but not limited to the Owner carrying out the TfL Essential Highway Works itself).
- 5.5 The Owner acknowledges and agrees that the five year period referred to in paragraph 5.4 is predicated on the Owner carrying out the Development in a timely manner and in accordance with the Construction Programme and in the event that the Owner fails to carry out the Development in accordance with the Construction Programme the start of the period within which the Owner may serve notice on TfL pursuant to paragraph 5.4 shall be extended by a period which is proportionate to any delay in the Construction Programme and which shall be agreed in writing between the Owner and TfL.
- 5.6 TfL covenants with the Owner to liaise with the Owner in respect of the carrying out of the Shoreditch Triangle Scheme and to provide the Owner with updates on the progress of carrying out the Shoreditch Triangle Scheme upon reasonable request from the Owner.
- 5.7 The Owner covenants with TfL to liaise with TfL in respect of the carrying out of the Development and to provide TfL with updates on the progress of the carrying out of the Development in accordance with the Construction Programme upon reasonable request from TfL.
- 5.8 In the event that TfL gives the Owner a Shoreditch Triangle Scheme Abort Notice or TfL and the Owner reach agreement pursuant to paragraph 5.4 that the Owner shall carry out the TfL Essential Highway Works, the Owner shall become responsible for carrying out any TfL Essential Highway Works and:
- (a) the Owner shall as soon as reasonably practicable thereafter (and in any event prior to the Commencement of Phase 2, unless Phase 2 has already Commenced at the date of the Shoreditch Triangle Scheme Abort Notice or the agreement between TfL and the Owner pursuant to paragraph 5.4) submit the following to TfL for its approval:
- (i) details of the TfL Dedication Plan (if any);
 - (ii) details of the TfL Level Plans;
 - (iii) details of all modelling carried out by the Owner in order to establish the extent of the TfL Essential Highway Works;
 - (iv) details of all highways required to be temporarily stopped up and/or diverted and any necessary traffic management orders in connection with the TfL Essential Highway Works; and
 - (v) the outline design, specification and schematic drawings of the TfL Essential Highway Works (which may for the avoidance of doubt include any TfL Highway Reinstatement Works), such works to be designed and carried out in accordance with the TfL Streets Toolkit;
- (b) the Owner shall not Commence nor permit Commencement of Phase 2 unless and until TfL has approved in writing those items referred to in paragraph 5.8(a) above (unless Phase 2 has already Commenced as at the date of the Shoreditch Triangle

Scheme Abort Notice or the date of agreement pursuant to paragraph 5.4) Provided That in the event that TfL confirms in writing that no TfL Essential Highway Works are required this restriction on Commencement of Phase 2 shall not apply;

- (c) the Owner shall not First Occupy nor permit First Occupation of Phase 2 unless and until a Highways Agreement for the TfL Essential Highway Works (which may for the avoidance of doubt include the TfL Highway Reinstatement Works) has been entered into and such TfL Essential Highway Works have been completed to the satisfaction of TfL Provided That in the event that the Shoreditch Triangle Scheme Abort Notice is given or TfL and the Owner reach agreement pursuant to paragraph 5.4 after First Occupation of Phase 2, the Owner shall not permit any additional Occupation of Phase 2 unless and until such Highways Agreement has been entered into and the TfL Essential Highway Works have been completed to the satisfaction of TfL Provided That in the event that TfL confirms in writing that no TfL Essential Highway Works are required these restrictions on Occupation shall not apply.

5.9 The Highways Agreement entered into in respect of the TfL Essential Highway Works pursuant to paragraph 5.8(c) shall provide that:

- (a) the Shoreditch Triangle Scheme Contribution paid by the Owner to TfL pursuant to this Deed shall be held by TfL as security for carrying out the TfL Essential Highway Works Provided That in the event that TfL has already expended or committed all or part of the Shoreditch Triangle Scheme Contribution on the carrying out of the Shoreditch Triangle Scheme or the estimated cost of the TfL Essential Highway Works is higher than the unexpended or uncommitted amount of the Shoreditch Triangle Scheme Contribution, TfL shall be entitled to require such additional security as is it considers necessary (in its capacity as highway authority) in respect of the TfL Essential Highway Works;
- (b) following practical completion of the TfL Essential Highway Works and expiry of any applicable maintenance or defects correction periods pursuant to the Highways Agreement, the Owner shall submit to TfL for approval details of the costs reasonably and properly incurred in carrying out the TfL Essential Highway Works (but not including any TfL Highway Reinstatement Works made necessary by the carrying out of the construction of the Development) and shall provide TfL with such information or documentation as TfL may reasonably require to evidence such costs; and
- (c) following TfL's approval of the costs pursuant to paragraph 5.9(b), TfL shall return an amount of the unexpended or uncommitted Shoreditch Triangle Scheme Contribution which is equal to the approved costs Provided That TfL shall not be required to return an amount in excess of the unexpended or uncommitted Shoreditch Triangle Scheme Contribution.

5.10 References in paragraph 5.9 to "committed" or "uncommitted" shall be construed by reference to whether or not TfL has entered into a legally binding contract which will require the expenditure of the relevant sums in the future and which TfL, having used Reasonable Endeavours, has been unable to amend to provide that such sums shall no longer be required to be paid as a result of the Owner carrying out the TfL Essential Highway Works rather than TfL carrying them out as part of the Shoreditch Triangle Scheme Priority Works.

5.11 The balance of the unexpended and uncommitted Shoreditch Triangle Scheme Contribution which is not returned to the Owner pursuant to paragraph 5.9(c) shall be retained by TfL and:

- (a) in the event that TfL is proceeding with the Shoreditch Triangle Scheme, expended in accordance with paragraph 5.3; or
- (b) in the event that TfL is not proceeding with the Shoreditch Triangle Scheme, used by TfL towards transport and highways initiatives and schemes in the vicinity of Site which are intended to mitigate (directly or indirectly) the impact of the Development.

6. TFL HIGHWAY REINSTATEMENT WORKS

- 6.1 The Owner shall not Commence nor permit the Commencement of any Plot adjacent to the TfL Highway Reinstatement Area until an initial TfL Schedule of Condition has been submitted to and approved by TfL.
- 6.2 The Owner shall notify TfL in writing as soon as possible after works to construct any Plot located adjacent to the TfL Highway Reinstatement Area have reached a stage where further works will not adversely affect the TfL Highway Reinstatement Area adjacent to the relevant Plot and the Owner shall submit to TfL for its written approval (such approval to be at TfL's absolute discretion) a further TfL Schedule of Condition and a specification for the TfL Highway Reinstatement Works for the relevant section of the TfL Highway Reinstatement Area adjacent to that Plot.
- 6.3 Following approval of the TfL Highway Reinstatement Works for a particular Plot by TfL, the Owner and the TfL shall use Reasonable Endeavours to enter into a Highway Agreement as soon as reasonably practicable to permit the carrying out of such TfL Highway Reinstatement Works by the Owner.
- 6.4 The Owner shall not First Occupy nor permit First Occupation of a Plot located adjacent to the TfL Highway Reinstatement Area until the TfL Highway Reinstatement Works relevant to that Phase have been completed to the satisfaction of TfL Provided That this restriction shall not apply in the event that:
 - (a) TfL confirms in writing that no TfL Highway Reinstatement Works are required in respect of that Plot; or
 - (b) the Owner and TfL have agreed alternative arrangements in writing (including payment of money) for the TfL Highway Reinstatement Works to be carried out either by TfL or some other party (for example, as part of the Shoreditch Triangle Scheme); or
 - (c) the Owner and TfL have entered into a Highways Agreement pursuant to paragraph 5.8(c) which makes provision for the carrying out of the TfL Highway Reinstatement Works as part of the TfL Essential Highway Works.
- 6.5 In the event that any TfL Highway Reinstatement Works that are carried out pursuant to this paragraph 6 or paragraph 5.8(c) are subsequently damaged as a result of the carrying out of construction on later Plots of the Development (as determined by TfL by reference to the TfL Schedule of Condition approved pursuant to paragraph 6.1 of this schedule) then this paragraph 6 shall apply mutatis mutandis in respect of any further TfL Highway Reinstatement Works as are required by TfL to remedy such damage and the Owner shall not First Occupy nor permit First Occupation of such later Plot until such damage is remedied to the satisfaction of TfL.

SCHEDULE 6

Travel Plans

1. DEFINITIONS

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Annual Monitoring Report" means a report setting out a review of the operation of the Approved Phase Travel Plans and prepared in accordance with Section B of the Travel Plan Criteria;

"AP Approved Phase Travel Plan" shall have the meaning given in paragraph 3.2(b) of this schedule;

"Approved Framework Travel Plan" shall have the meaning given in paragraph 2.1(b);

"Approved Phase Travel Plans" means a LBTH Approved Phase Travel Plan and/or an AP Approved Phase Travel Plan (as applicable);

"Framework Travel Plan" means a plan setting out a package of measures to be adopted by the Owner in the management of the whole Development incorporating the elements set out in the Travel Plan Criteria with a view to inter alia reducing trips in Motor Vehicles by Occupiers and users of the Development to and from the Development and promoting the use of environmentally friendly transport;

"Independent Field Company" means a reputable TRICS approved company with not less than five years' experience of carrying out travel plan monitoring;

"LBH Travel Plan Monitoring Contribution" means the sum of £4,000 to be used by LB Hackney towards monitoring the operation of and compliance with the Travel Plans;

"Phase Travel Plan" means a plan setting out a package of measures to be adopted by the Owner in the management of a particular Phase, such plan to be in accordance with the Framework Travel Plan;

"LBTH Approved Phase Travel Plan" shall have the meaning given in paragraph 3.1(b) of this schedule;

"Travel Plan Criteria" means the standards and criteria set out in Part 2 to this Schedule;

"Travel Plans" means the Framework Travel Plan and the Approved Phase Travel Plans; and

"TRICS" means the national standard system of trip generation analysis in the UK which is marketed and managed by the TRICS Consortium Limited.

Part 1 - Obligations

2. FRAMEWORK TRAVEL PLAN

2.1 The Owner shall:

(a) prior to First Occupation of the Development submit a draft Framework Travel Plan to the Approval Panel for Approval;

- (b) not First Occupy nor permit First Occupation of the Development until the Framework Travel Plan has been Approved (the "**Approved Framework Travel Plan**"); and
- (c) thereafter implement and procure compliance with that Approved Framework Travel Plan for the duration of the beneficial use of the Development, subject to any variations as may be agreed from time to time in writing between the Owner and the Approval Panel.

3. PHASE TRAVEL PLANS

3.1 The Owner shall:

- (a) prior to First Occupation of a Phase located solely within the LBTH Site, submit a draft Phase Travel Plan for that Phase to LB Tower Hamlets for Approval;
- (b) not First Occupy nor permit First Occupation of the relevant Phase until the Phase Travel Plan for that Phase has been Approved (a "**LBTH Approved Phase Travel Plan**"); and
- (c) thereafter implement and procure compliance with that LBTH Approved Phase Travel Plan for the duration of the beneficial use of the Development, subject to any variations as may be agreed from time to time in writing between the Owner and LB Tower Hamlets.

3.2 The Owner shall:

- (a) prior to First Occupation of a Phase located within both the LBTH Site and the LBH Site, submit a draft Phase Travel Plan for that Phase to the Approval Panel for Approval;
- (b) not First Occupy nor permit First Occupation of the relevant Phase until the Phase Travel Plan for that Phase has been Approved (an "**AP Approved Phase Travel Plan**"); and
- (c) thereafter implement and procure compliance with that AP Approved Phase Travel Plan for the duration of the beneficial use of the Development, subject to any variations as may be agreed from time to time in writing between the Owner and the Approval Panel.

3.3 The Owner undertakes that:

- (a) it shall appoint an Independent Field Company to undertake monitoring of the Approved Phase Travel Plans in accordance with the TRICS methodology;
- (b) any data collected by the Independent Field Company when monitoring the Approved Phase Travel Plans shall be provided to TRICS in a form that can be accepted by TRICS and that is useful to understand how the Development is operated, such data to be based on survey data that can be verified by TRICS;
- (c) it shall submit an Annual Monitoring Report (verified by the Independent Field Company) to the Councils every 12 months from the First Approval of an Approved Phase Travel Plan until the date that is the fifth anniversary of the date of the Occupation of 75 per cent of the final Phase comprised in the Development, such report to demonstrate how the Approved Phase Travel Plans have operated during the previous 12 month period; and
- (d) in the event that the Annual Monitoring Report shows that the Approved Phase Travel Plans' objectives/targets have not been met in any respect then the Owner

shall within two calendar months indicate to the Councils the measures that it will take in order to secure that the Approved Phase Travel Plans' objectives/targets are met and it shall thereafter carry out the new measures so as to ensure that the Approved Phase Travel Plans' objectives/targets are met and adhered to.

4. MONITORING COSTS

4.1 The Owner shall:

- (a) pay the LBH Travel Plan Monitoring Contribution to LB Hackney prior to First Occupation of any Phase located within the LBH Site; and
- (b) not First Occupy nor permit First Occupation of any Phase located within the LBH Site until the LBH Travel Plan Monitoring Contribution has been paid in full to LB Hackney.

Part 2 – Travel Plan Criteria

Section A

Components of the Travel Plans

- 1. The Travel Plans will be a basis for promoting sustainable travel to and from the Development.
- 2. Paragraph 36 of the National Planning Policy Framework states that:

“36. A key tool to facilitate this will be a Travel Plan. All developments which generate significant amounts of movement should be required to provide a Travel Plan.”
- 3. For further advice on developing a Travel Plan see "A travel plan resource pack" which is available from the Government's Environment and Energy helpline on 0800 585794 or see the Department for Transport's travel plan website: <http://www.dft.gov.uk/pgr/sustainable/travelplans/>.
- 4. The Owner will implement the Travel Plans where appropriate in partnership with the Councils and/or with public transport operators.
- 5. In drawing up the Travel Plans the Owner shall ensure that provisions relating to the following matters are contained within the Plan:
 - (a) annual review and monitoring of the Development's accessibility in sustainable transport terms in accordance with the principles set out in Section B of Part 2 to this schedule;
 - (b) regular promotion of measures to facilitate the Development's accessibility in sustainable transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material as appropriate and by making copies of the Travel Plans available to staff and members at the Development;
 - (c) ongoing senior management commitment and consultation with staff and occupants of the Development;
 - (d) a designated staff travel co-ordinator within the Development to be responsible for implementing the Travel Plans;

- (e) a communications strategy within the Development about the benefits of the Travel Plans;
- (f) promotion of use of alternatively fuelled vehicles and deliveries (such as electric and LPG vehicles and cycles) - organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener fuelled vehicle grants;
- (g) establishment of electric vehicle recharging points;
- (h) provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk www.nationalrail.co.uk);
- (i) secure and well-lit workplace cycle parking
- (j) changing and showering facilities;
- (k) cycle repair facilities;
- (l) consider the use of partial homeworking/teleworking/teleconferencing; and
- (m) use taxis as appropriate.

Section B

Review and Monitoring of the Travel Plan

6. The Owner shall ensure that the Travel Plans contain arrangements for the review and monitoring of the Phase Travel Plans and are carried out on an ongoing basis. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Councils. It is acknowledged that it will be appropriate to amend the Travel Plans by agreement in the light of developing circumstances.

Review the Development's Transport Accessibility

7. The first stage will be to review the Development's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

Consultation with employees

8. The second stage will involve meeting employees of the Development to promote the concept of a Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

User/ Employee Consultation and Travel Surveys

9. The third stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Travel Plans are to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Owner will consult with the Councils and providers of public transport at this stage.

Implementation

10. Stages one to three above will provide the base information for the review of the Approved Phase Travel Plans.

SCHEDULE 7

Cycling

1. DEFINITIONS

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Cycle Docking Station" means a docking station for the provision of cycle hire spaces;

"Cycle Maintenance Facilities" means the cycle maintenance facilities located within the Development in the indicative locations shown on the plan marked "Plan [●]" at Schedule 3 and each facility must include (unless otherwise agreed with TfL and the Councils in writing):

- (a) 2 x pneumatic air pump which is suitable for use with all bicycle tyres and is easy to operate. The pump body and air hose must be robust and not easily damaged and there must be an integrated pressure gauge which is clearly visible and protected against damage;
- (b) 1 x floor fixed bike repair stand which provide a solid base for resting any bike upon during repairs, with a range of tools (including but not limited to wrenches, screwdrivers and allen/hex keys) which can be used. The tools and the connection between the tools and the stand must not be susceptible to damage or vandalism. Where practicable, the stand should incorporate the pneumatic air pump

and where reasonably practicable the Owner shall use Reasonable Endeavours to provide in relation to any Cycle Maintenance Facilities located within a building:

- (c) 1 x drinking fountain which shall be at an appropriate height for all potential users and shall not be susceptible to freezing in cold conditions;
- (d) hand cleansers/dispensers and hand towels;
- (e) recycle bins for waste materials;
- (f) informative posters including, for example, how to guides for basic bike maintenance and a large wall map of the local area with markers available for users to highlight preferred routes;
- (g) a noticeboard including, for example, information on cycle to work schemes and employee benefits, bicycle user groups, cycle skills training, local cycle groups, the London Cycling Campaign, insurance, mobile bike mechanics and nearby bike shops; and
- (h) if the location is within the Car Park, screening from the other vehicles, flooring which is covered in dust repellent paint and adequate lighting;

"First Cycle Docking Station Contribution" means the sum of £200,000;

"Maximum Cycle Parking Requirements" means the level of cycle parking required for the Detailed Plots of the Development and the maximum target level of cycle parking required for the Outline Plots of the Development as set out in the table at paragraph 4.2 of this schedule;

"Minimum Cycle Parking Requirements" means the minimum level of cycle parking required for the Outline Plots of the Development as set out in the table at paragraph 4.3 of this schedule;

"Private Cycle Spaces" means the cycle parking facilities within the buildings to be located on the relevant Phase in accordance with the Maximum Cycle Parking Requirements and Minimum Cycle Parking Requirements;

"Public Cycle Spaces" means the cycle parking facilities to be located [both on and off the Site] identified as visitor spaces in the Maximum Cycle Parking Requirements and the Minimum Cycle Parking Requirements;

"Second Cycle Docking Station Contribution" means the sum of £200,000; [and]

"LBTH Pedestrian and Cycle Contribution" means the sum of £[●]; and] ***[Ashurst note: LBTH to provide further justification for this obligation]***

"Third Cycle Docking Station Contribution" means the sum of £200,000.

2. **[PEDESTRIAN AND CYCLE ROUTE IMPROVEMENTS]**

2.1 The Owner shall:

- (a) pay the LBTH Pedestrian and Cycle Contribution to LB Tower Hamlets on or prior to [●]; and
- (b) not [●] until the LBTH Pedestrian and Cycle Contribution has been paid in full to LB Tower Hamlets.] ***[Ashurst note: LBTH to provide further justification for this obligation]***

3. **CYCLE DOCKING STATIONS**

3.1 The Owner shall:

- (a) pay the First Cycle Docking Station Contribution to TfL prior to Commencement of Phase 1;
- (b) not Commence nor permit Commencement of Phase 1 until the First Cycle Docking Station Contribution has been paid in full to TfL.

3.2 The Owner shall:

- (a) pay the Second Cycle Docking Station Contribution to TfL prior to Commencement of Plot A;
- (b) not Commence nor permit Commencement of Plot A until the Second Cycle Docking Station Contribution has been paid in full to TfL.

3.3 The Owner shall:

- (a) pay the Third Cycle Docking Station Contribution to TfL prior to Commencement of Plot G; and
- (b) not Commence nor permit Commencement of Plot G until the Third Cycle Docking Station Contribution has been paid in full to TfL.

3.4 TfL shall use the First Cycle Docking Station Contribution to provide a Cycle Docking Station with 30 docks within 300 metres of the boundary of the Site.

3.5 TfL shall use the Second Cycle Docking Station Contribution to provide a Cycle Docking Station with 30 docks on the TfL highway located between Commercial Street and Bethnal Green Road Provided That if at the time of payment the proposed location is no longer

practical or preferable to TfL, TfL may locate the Cycle Docking Station at an alternative location within 300 metres of the boundary of the Site.

3.6 TfL shall use the Third Cycle Docking Station Contribution to provide a Cycle Docking Station with 32 docks on Braithwaite Street Provided That if at the time of payment the proposed location is no longer practical or preferable to TfL, TfL may locate the Cycle Docking Station at an alternative location within 300 metres of the boundary of the Site.

3.7 The Owner acknowledges and agrees that in the event that it proposes to change the Phasing Plan TfL reserves the right to amend the payment triggers referred to in paragraphs 3.1 to 3.3 (inclusive), such amended triggers to be recorded in a deed of variation to this Deed.

4. CYCLE PARKING

4.1 The Owner shall:

- (a) provide the Public Cycle Spaces and the Private Cycle Spaces for the Detailed Plots of the Development in accordance with the Maximum Cycle Parking Requirements and unless otherwise agreed such Public Cycle Spaces shall be in the indicative locations shown coloured [●] on Plan [●];
- (b) ensure that in respect of the Outline Plots of the Development any submission of details for reserved matters approval provides for Public Cycle Spaces and Private Cycle Spaces up to the applicable maximum target set by the Maximum Cycle Parking Requirements PROVIDED THAT the amount of cycle parking in any given Outline Plot shall not fall below the relevant threshold in the Minimum Cycle Parking Requirements;
- (c) ensure that all Public Cycle Spaces and the Private Cycle Spaces are secure, integrated, convenient and accessible and are provided in accordance with the standards set out in Policy 6.9 and Table 6.3 of the London Plan and the guidance set out in the London Cycle Design Standards as published by TfL from time to time ***[Ashurst note: Borough guidance to be inserted where applicable];***
- (d) provide the Public Cycle Spaces and make the same available for use by members of the public visiting the Site prior to First Occupation of any Plot in which Public Cycle Spaces are located;
- (e) provide the Private Cycle Spaces and make the same available for use by residential, retail and business Occupiers of the relevant Plot prior to First Occupation of any Plot in which Public Cycle Spaces are located;
- (f) not First Occupy nor permit First Occupation of any Plot in which Public Cycle Spaces and Private Cycle Spaces are required to be provided without first having made the relevant Public Cycle Spaces and Private Cycle Spaces available for use;
- (g) retain and maintain the Public Cycle Spaces and the Private Cycle Spaces (including the renewal or replacement of any lost, stolen or damaged element of the facilities) so that the Maximum Cycle Parking Requirements and the Minimum Cycle Parking Requirements are achieved for the duration of the beneficial use of the Development

4.2 Maximum Cycle Parking Requirements:

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

Detailed Plots	C3 Residential		A1-A3 Retail		B1 Office	
	Residents	Visitors	Staff	Visitors	Staff	Visitors
C	532	8	6	25	0	0
F	477	8	4	8	0	0
G	384	7	4	8	0	0
H	0	0	14	44	0	0
I	0	0	7	18	0	0
J	0	0	5	14	0	0
L	0	0	1	6	0	0
Outline Plots						
A	0	0	6	15	366	15
B	0	0	9	29	360	15
D	481	8	5	14	7	0
E	185	3	6	18	0	0
K	0	0	1	2	168	11

4.3 Minimum Cycle Parking Requirements:

Outline Plots	C3 Residential		A1-A3 Retail		B1 Office	
	Residents	Visitors	Staff	Visitors	Staff	Visitors
A	0	0	0	0	290	14
B	0	0	0	0	318	15
D	377	6	1	3	3	1
E	111	2	2	4	0	0
K	0	0	0	0	138	11

5. CYCLE MAINTENANCE FACILITIES

5.1 The Owner shall:

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

- (a) make the Cycle Maintenance Facilities available for use by members of the public (including disabled users) prior to First Occupation of any Phase in which Cycle Maintenance Facilities are to be located;
- (b) not First Occupy nor permit First Occupation of any Phase in which Cycle Maintenance Facilities are required to be provided without first having made the relevant Cycle Maintenance Facilities available for use;
- (c) retain and maintain the Cycle Maintenance Facilities (including the renewal or replacement of any lost, stolen or damaged element of the facilities) for the duration of the beneficial use of the Development.

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SCHEDULE 8

Car Parking

1. DEFINITIONS

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Blue Badge Holders" means the holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation;

"Car Park" means the car park to be provided as part of the Development as shown on the plan marked "Plan [●]" at schedule 3;

"Car Parking Management Plan" means a written plan setting out a package of measures to be adopted by the Owner in the management, monitoring, cleaning, maintenance and enforcement of parking on the Development, to ensure the following:

- (a) to limit parking on the Site to the car parking spaces to be provided in the Car Park;
- (b) there is no car parking on the access routes between the public highway and the Car Park;
- (c) gates and barriers will be provided which will limit access to the Car Park to authorised users of the Car Park only;
- (d) the installation and maintenance of Electric Charging Points and Passive Charging Points, to be clearly marked on the Car Park layout plans and to include a mechanism for monitoring the uptake of the Electric Charging Points; and
- (e) details of a mechanism to ensure that spaces are available for Blue Badge Holders throughout the duration of the beneficial use of the Development such that car parking spaces in the Car Park are first offered to Blue Badge Holders who are Occupiers of a Dwelling on a first come, first served basis with a minimum of five car parking spaces within the Car Park to remain available at all times for the duration of the beneficial use of the Development for use by any Blue Badge Holder who is an Occupier of a Dwelling and who requires a parking space;

"Controlled Parking Zone" shall have the same meaning as given in regulation 4 of the Traffic Signs Regulations and General Directions 2002;

"Electric Charging Points" means car parking spaces within the Car Park which are equipped with electricity charging points for electric vehicles;

"Parking Bay" means a parking place designated by LB Hackney or LB Tower Hamlets by an order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 or other relevant legislation for use by residents of the locality in which the Development is located;

"Parking Permit" means a parking permit (but not a visitor's permit) issued by LB Hackney or LB Tower Hamlets under section 45(2) of the Road Traffic Regulation Act 1984 allowing a Motor Vehicle to park in a Parking Bay;

"Passive Charging Points" means car parking spaces within the Car Park that are designed so as to facilitate future conversion to Electric Charging Points in the event of increased use of electric vehicles;

"Phase 1 Temporary Parking" means 12 car parking spaces to be provided on the Site on a temporary basis [in the location shown on the plan marked "Plan [●]" at schedule 3];

"Phase 3 Temporary Parking" means 20 car parking spaces to be provided on the Site on a temporary basis [in the location shown on the plan marked "Plan [●]" at schedule 3]; and

"Pick-Up/Drop-Off Area" means the area shown [●] on the plan marked "Plan [●]" at schedule 3.

2. CAR FREE DEVELOPMENT

- 2.1 Subject to paragraph 2.5 below, the Owner shall not Occupy nor permit Occupation of any Dwelling or Commercial Unit comprised within the Development until the proposed Occupier has been notified of the restrictions set out in this paragraph 2 and the Owner covenants to procure that these restrictions are included in any freehold, leasehold, option, licence or other disposal of any Dwelling or Commercial Unit comprised within the Development to any intended Occupier and for the avoidance of doubt this paragraph 2 applies in respect of any Occupation of a Dwelling or Commercial Unit within the Development whether or not that Occupation is the First Occupation.
- 2.2 Subject to paragraph 2.5 below, a Dwelling or Commercial Unit shall not be used and/or Occupied by any Occupier who has at the date they use and/or Occupy the relevant Dwelling or Commercial Unit a Parking Permit unless such Occupier is or becomes entitled to be a Blue Badge Holder and provided that the Occupier has first notified the Councils in writing of such entitlement and has provided proof thereof if required to do so by the Councils and for the avoidance of doubt any Occupier whilst residing, using and/or occupying a Dwelling or Commercial Unit shall not purchase or procure the purchase of a Parking Permit for a Parking Bay within a Controlled Parking Zone within the London Borough of Hackney or the London Borough of Tower Hamlets.
- 2.3 Subject to paragraph 2.5 below, the Owner shall ensure that prior to Occupying any Dwelling or Commercial Unit forming part of the Development each new Occupier of the Development is informed by the Owner of the Councils' policies that they shall not be entitled (unless they are a Blue Badge Holder) to be granted a Parking Permit.
- 2.4 Subject to paragraph 2.5 below, the Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in paragraphs 2.2 and 2.3 above will remain permanently.
- 2.5 For the avoidance of doubt, nothing in this paragraph 2 shall prevent residents, workers or visitors of the Development from parking Motor Vehicles on those parts of the Site which are not highway maintainable at the public expense nor does it preclude the operation of LBTH's Permit Transfer Scheme (which permits residents of the LBTH moving to 3-bedroom or larger social-rented car-free homes to keep one on-street car parking permit) insofar as it continues to operate in the LBTH.

3. INTERIM TEMPORARY CAR PARKING

- 3.1 The Owner shall:
- (a) provide the Phase 1 Temporary Parking prior to First Occupation of Phase 1;
 - (b) not First Occupy nor permit First Occupation of Phase 1 until the Phase 1 Temporary Parking has been provided and brought into beneficial use;
 - (c) retain and maintain the Phase 1 Temporary Parking until the Practical Completion of the Car Park;

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- (d) remove the Phase 1 Temporary Parking prior to the Car Park being brought into beneficial use; and
- (e) not permit the Car Park to be brought into beneficial use until the Phase 1 Temporary Parking has been removed.

3.2 The Owner shall:

- (a) provide the Phase 3 Temporary Parking prior to First Occupation of Phase 3;
- (b) not First Occupy nor permit First Occupation of Phase 3 until the Phase 3 Temporary Parking has been provided and brought into beneficial use;
- (c) retain and maintain the Phase 3 Temporary Parking until the Practical Completion of the Car Park;
- (d) remove the Phase 3 Temporary Parking prior to the Car Park being brought into beneficial use; and
- (e) not permit the Car Park to be brought into beneficial use until the Phase 3 Temporary Parking has been removed.

3.3 The Owner shall ensure that at all times that the Phase 1 Temporary Parking and/OR Phase 3 Temporary Parking is in beneficial use at least five car parking spaces within the Phase 1 Temporary Parking and/OR Phase 3 Temporary Parking are made available to Blue Badge Holders who are Occupiers of a Dwelling and who require a car parking space.

4. CAR PARKING MANAGEMENT PLAN

4.1 The Owner shall:

- (a) submit a draft Car Parking Management Plan to the Approval Panel for Approval prior to Commencement of the Car Park;
- (b) not Commence Development nor permit the Commencement of the Car Park until the draft Car Parking Management Plan has been submitted to the Approval Panel;
- (c) not permit the Car Park to be brought into beneficial use until the Car Parking Management Plan has been Approved (the "**Approved Car Parking Management Plan**"); and
- (d) implement and secure compliance with the Approved Car Parking Management Plan (subject to such amendments as may be agreed between the Owner and the Councils in writing from time to time) at all times for the duration of the beneficial use of the Development.

4.2 The Owner shall on the first anniversary of the Car Park being brought into beneficial use and on each subsequent anniversary thereafter until the date that is the fifth anniversary of the date of the Occupation of 75 per cent of the final Phase submit a monitoring report to the Approval Panel setting out and reviewing how effectively the Approved Car Parking Management Plan has operated in the previous 12 months.

4.3 In the event that the Approval Panel considers (acting reasonably) that an Approved Car Parking Management Plan is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of the Approved Car Parking Management Plan and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

5. BLUE BADGE HOLDERS

5.1 From the date that the Car Park is brought into beneficial use, the Owner shall ensure that at least five car parking spaces within the Car Park are at all times for the duration of the beneficial use of the Development made available to Blue Badge Holders who are Occupiers of a Dwelling and who require a car parking space.

6. ELECTRIC VEHICLE CHARGING POINTS

6.1 The Owner shall:

- (a) provide Electric Charging Points at 20 per cent of the car parking spaces within the Car Park prior to the Car Park being brought into beneficial use;
- (b) provide Passive Charging Points at 20 per cent of the car parking spaces within the Car Park prior to the Car Park being brought into beneficial use;
- (c) not bring or permit the bringing into beneficial use of the Car Park until the Electric Charging Points and Passive Charging Points have been provided; and
- (d) retain and maintain the Electric Charging Points and Passive Charging Points for the duration of the beneficial use of the Development.

7. PICK-UP/DROP-OFF AREA

7.1 The Owner shall:

- (a) provide the Pick-Up/Drop-Off Area prior to First Occupation of Plot F or Plot G;
- (b) not First Occupy nor permit First Occupation of Plot F or Plot G until the Pick-Up/Drop-Off Area has been brought into beneficial use; and
- (c) retain and maintain the Pick-Up/Drop-Off Area for the duration of the beneficial use of the Development.

SCHEDULE 9

Shoreditch High Street Station

1. DEFINITIONS

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Approved TfL Roundel" shall have the meaning given in paragraph 2.1 of this schedule;

"Safeguarded Zone" means the area within Plot B shown indicatively shaded pink on the plan marked "Plan [●]" appearing at Schedule 3, such area to be [from 1 metre below surface level to 3 metres above surface level]. *[Ashurst note: definition TBC]*

"Second Station Entrance" means the creation of a publicly accessible secondary entrance to Shoreditch High Street Station from either the Bethnal Green Road or Shoreditch Place frontages of Plot B, such entrance to connect with existing lifts and stairs within the station (with such modifications as may be necessary) in order to provide a public access at ground floor level having a gate-line which is no larger than the existing gate-line to Shoreditch High Street Station and comprising no less than two standard width ticket gates and one wider disabled-access ticket gate plus space for ticket machines and such ancillary infrastructure as may be necessary for a safe and fully accessible secondary station entrance;

"Station Entrance Lease" means a lease to TfL of the Second Station Entrance either by way of an amendment to the existing lease of the Shoreditch High Street Station box or by way of a new lease on substantially similar terms; and

"TfL Roundel" means TfL's standard bar and circle logo signifying to members of the public the existence and location of Shoreditch High Street Station.

2. TFL ROUNDEL

2.1 Prior to submission of any reserved matters application for Phase 2, the Owner shall submit detailed proposals to TfL for Approval setting out the proposed location for the TfL Roundel (such location to be clearly visible from Shoreditch High Street) and shall not submit such reserved matters application until the proposed location for the TfL Roundel has been Approved (the **"Approved TfL Roundel"**).

2.2 The Owner shall ensure that any reserved matters application for Plot B includes provision for the Approved TfL Roundel.

2.3 The Owner shall prior to First Occupation of Phase 2 grant to TfL (without any cost to TfL) all such necessary rights and consents as may be reasonably required by TfL in order for TfL to be able to install, retain, maintain, renew and replace the Approved TfL Roundel for the duration of the beneficial use of the Development and the Owner shall not First Occupy or permit First Occupation of Phase 2 until such rights and consents have been granted to TfL.

2.4 The Owner shall provide TfL with all reasonably necessary access to the Site and assistance to install the Approved TfL Roundel.

3. SECOND STATION ENTRANCE – SAFEGUARDING

3.1 The Owner shall not:

- (a) apply for any reserved matters approval pursuant to the Planning Permission for the detailed design of Plot B;
- (b) apply for any variation or amendment to the Planning Permission or any subsequently granted reserved matters approval;
- (c) apply for any other planning permission or statutory consent in relation to the Development; and
- (d) carry out any development or works

the effect of which would be to prevent the future provision of a Second Station Entrance within the Safeguarded Zone.

4. SECOND STATION ENTRANCE – INITIAL DESIGN AND SCOPING

- 4.1 No later than Commencement of Development the Owner shall serve written notice on TfL requesting TfL to confirm to the Owner its preferred location for the Second Station Entrance within the Safeguarded Zone and the specification for the Second Station Entrance (the "**Owner Notice**").
- 4.2 At the same time as the Owner Notice is served, the Owner shall pay £150,000 to TfL which shall be used by TfL for the purpose of funding the initial design/scoping work needed to ascertain TfL's preferred location of the Second Station Entrance within the Safeguarded Zone and the initial reference specification for that Second Station Entrance PROVIDED THAT such design/scoping shall be at the sole discretion of TfL and shall only consider whether it is technically feasible to deliver a Second Station Entrance within the Safeguarded Zone and shall not be required to consider the commercial implications of a Second Station Entrance upon the Development.
- 4.3 Within six months of the date on which the Owner Notice or the £150,000 is received (whichever is the later), TfL shall carry out the initial design/scoping work required to determine the exact location of the Second Station Entrance within the Safeguarded Zone and the specification for the Second Station Entrance and shall confirm the same in writing to the Owner and shall identify the exact location of the Second Station Entrance on a plan or plans (the "**TfL Notice**").
- 4.4 Unless otherwise agreed between the Owner and TfL the location of the Second Station Entrance shall be as set out in the TfL Notice.
- 4.5 In the event that TfL does not serve the TfL Notice on the Owner in accordance with paragraph 4.3 above the provisions in this Schedule 9 relating to the safeguarding and provision of a Second Station Entrance shall cease to apply and shall be of no further effect.
- 4.6 The Owner shall not submit any reserved matters application for Plot B without having first complied with its obligations in paragraphs 4.1 to 4.3 above.

5. SECOND STATION ENTRANCE – APPROVAL OF DETAILS

- 5.1 The Owner shall not submit any reserved matters application for Plot B affecting the Second Station Entrance without having previously obtained TfL's written approval in accordance with the following paragraphs.
- 5.2 To the extent that multiple reserved matters applications for Plot B are made, TfL approval under this section shall only be required in respect of those applications which affect the Second Station Entrance.

- 5.3 Prior to submission of any reserved matters application affecting the Second Station Entrance in respect of Plot B to LBH and LBTH (or the GLA, as appropriate) the Owner shall provide two full copies (in both paper and electronic format) of the draft application to TfL for written approval (such approval not to be unreasonably withheld or delayed).
- 5.4 The draft reserved matters application shall make passive provision for a Second Station entrance within the Safeguarded Zone in accordance with the TfL Notice and shall not prevent the future provision of a Second Station Entrance within the Safeguarded Zone.
- 5.5 TfL's consideration of the draft application shall be in accordance with the TfL approval process set out within clause 29. To the extent that any referral is made to a Specialist in accordance with Clause 22, that Specialist shall be a rail expert with at least ten years' experience in station design.
- 5.6 The Owner shall at its own cost submit the reserved matters application approved by TfL to LB Hackney and LB Tower Hamlets (or the GLA, as appropriate).
- 5.7 The Owner shall be responsible for the reasonable and proper costs of TfL in reviewing and approving any draft reserved matters application and such costs shall be in addition to the £150,000 contribution payable under paragraph 4.2 PROVIDED THAT such costs shall be capped at a maximum of [£2,000] in respect of each reserved matters application. **[Ashurst note: Amount of cap TBC]**

6. SECOND STATION ENTRANCE – CONDUCT OF RESERVED MATTERS APPLICATION

- 6.1 Following submission of any reserved matters application affecting the Second Station Entrance the Owner shall:
- (a) use Reasonable Endeavours to ensure that the submitted reserved matters application is approved so that passive provision for a Second Station Entrance within the Safeguarded Zone is provided in accordance with the TfL Notice and the future provision of a Second Station Entrance within the Safeguarded Zone is not prevented;
 - (b) not without the prior written approval of TfL vary or revise or permit the variation or revision of any the reserved matters application in so far as such variations or revisions in the reasonable opinion of TfL impact on the design and/or operation of the Second Station Entrance in accordance with the TfL Notice;
 - (c) where desirable in order to obtain reserved matters approval enter into discussion or negotiation with LBH and LBTH (or the GLA, as appropriate) in relation to the reserved matters application and to include TfL in such discussions and negotiations in so far as they relate to the Safeguarded Zone or provision of a Second Station Entrance;
 - (d) keep TfL fully and regularly informed of the progress of the reserved matters application and invite TfL to attend and participate at meetings concerning the Safeguarded Zone or the Second Station Entrance; and
 - (e) notify TfL (and supply a copy of the relevant document) no later than five (5) Working Days of the receipt of any draft reserved matters approval.
- 6.2 Following submission of any reserved matters application affecting the Second Station Entrance TfL shall upon written request of the Owner use reasonable endeavours to assist the Owner in its efforts to promote the relevant reserved matters application but only in so far as such promotion relates to the Second Station Entrance

7. SECOND STATION ENTRANCE – PROVISION OF THE SECOND STATION ENTRANCE

- 7.1 [The Owner shall carry out the development of Plot B so that passive provision for a Second Station Entrance within the Safeguarded Zone and pedestrian access to and from such Second Station Entrance is provided in accordance with the TfL Notice and the relevant reserved matters approvals.
- 7.2 At any point TfL may provide the Owner with not less than [12] months' written notice of its intention to provide the Second Station Entrance within the Safeguarded Zone in accordance with the TfL Notice relevant reserved matters approvals; or
- 7.3 As soon as reasonably practicable following service of a notice under paragraph 7.2, TfL shall appoint a contractor for the delivery of the Second Station Entrance and such appointment shall place the contractor under a duty to cooperate with the Owner and to minimise disruption to the Owner and Occupiers while the works to construct the Second Station Entrance are undertaken.
- 7.4 The Owner shall only Occupy or permit Occupation of units within those parts of the Safeguarded Zone affected by the Second Station Entrance for appropriate uses and such units shall be let on a temporary rolling basis (with each letting capable of being determined by the Owner giving not more than three months' notice) until TfL serves written notice on the Owner under paragraph 7.2.
- 7.5 In the event that notice is served under paragraph 7.2, the Owner shall within [12] months of the date of such notice procure vacant possession of those parts of the Safeguarded Zone affected by the Second Station Entrance and shall enter into the Station Entrance Lease with TfL and grant sufficient access rights at no cost to TfL and TfL shall as soon as reasonably practicable procure the delivery of a Second Station Entrance at its own cost.] ***[Ashurst note: drafting and principles TBC]***

8. SECOND STATION ENTRANCE – NO SECOND STATION ENTRANCE

- 8.1 At any point, TfL may serve written notice upon the Owner that the Second Station Entrance is not required and from the date of such notice the above provisions concerning safeguarding and provision of a Second Station Entrance shall cease to apply and shall be of no further effect.

SCHEDULE 10

Delivery and Servicing Management Plan

1. DEFINITIONS

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Approved Delivery and Servicing Management Plan" shall have the meaning given in paragraph 2.1(b) of this schedule;

"Approved Updated Delivery and Servicing Management Plan" shall have the meaning given in paragraph 2.2(b) of this schedule;

"Delivery and Servicing Management Plan" means a written plan detailing a package of measures to be adopted by the Owner for the management of the deliveries and servicing at all times to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries and identifying efficiency and sustainability measures which shall include inter alia the following:

- (a) a requirement for delivery vehicles to unload from a specific suitably located area with secure off street loading and drop off facilities;
- (b) details of the person(s) responsible for directing and receiving deliveries to the Development and booking systems;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) measures to encourage servicing and delivery vehicle movements to occur outside of peak traffic hours;
- (e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflict;
- (f) in respect of the Commercial Units, the likely nature of goods to be delivered;
- (g) in respect of the Commercial Units, the likely size of the delivery vehicles entering the Site;
- (h) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- (i) measures taken to address servicing movements on and around the Site with a view inter alia to combining and/or reducing servicing and minimising the demand for the same;
- (j) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Site in accordance with the drawings submitted to and Approved by the Approval Panel;
- (k) details of arrangements for refuse storage and servicing;
- (l) in respect of the Commercial Units, the use of operators committed to best practice; and

- (m) identifying means of ensuring the provision of information to the Approval Panel and provision of a mechanism for review and update as required from time to time; and

"Updated Delivery and Servicing Management Plan" shall have the meaning given in paragraph 2.2(a) of this schedule.

2. SUBMISSION AND APPROVAL

2.1 The Owner shall:

- (a) submit a draft Delivery and Servicing Management Plan to the Approval Panel for Approval prior to First Occupation of the Development;
- (b) not First Occupy nor permit First Occupation of the Development until the Delivery and Servicing Management Plan has been Approved (the **"Approved Delivery and Servicing Management Plan"**); and
- (c) implement and procure compliance with the Approved Delivery and Servicing Management Plan for the duration of the beneficial use of the Development (subject to such amendments or updates as may be agreed pursuant to this schedule).

2.2 The Owner shall:

- (a) submit an updated draft Delivery and Servicing Management Plan (an **"Updated Delivery and Servicing Management Plan"**) to the Approval Panel for Approval prior to First Occupation of Phase 2 and thereafter prior to First Occupation of each subsequent Phase, such Updated Delivery and Servicing Management Plan to have due regard to any monitoring reports submitted to or amendments proposed by the Approval Panel pursuant to paragraph 3 below;
- (b) not First Occupy nor permit First Occupation of the relevant Phase until the Updated Delivery and Servicing Management Plan has been approved (the **"Approved Updated Delivery and Servicing Management Plan"**); and
- (c) implement and procure compliance with the Approved Updated Delivery and Servicing Management Plan for the duration of the beneficial use of the Development (subject to such amendments or updates as may be agreed pursuant to this schedule).

2.3 The Owner shall ensure that all draft Delivery and Servicing Management Plans submitted pursuant to this schedule shall take account of and have due regard to all other Approved Delivery and Servicing Management Plans and Approved Updated Delivery and Servicing Management Plans submitted pursuant to this schedule.

3. MONITORING

3.1 The Owner shall on the first anniversary of First Occupation of the Development and on each subsequent anniversary thereafter until the date that is the fifth anniversary of the date of the Occupation of 75 per cent of the final Phase submit a monitoring report to the Approval Panel setting out and reviewing how effectively the Approved Delivery and Servicing Management Plan or Approved Updated Delivery and Servicing Management Plan (as applicable) has operated in the previous 12 months.

3.2 In the event that the Approval Panel considers (acting reasonably) that an Approved Delivery and Servicing Management Plan or Approved Updated Delivery and Servicing Management Plan is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure that effective operation and the Owner shall

thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

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SCHEDULE 11

Construction

1. INTERPRETATION

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Approved Construction Logistics Plan" shall have the meaning given in paragraph 2.1(b) of this schedule;

"Code of Considerate Practice" means the code developed by the Considerate Constructors Scheme (as amended from time to time) and annexed at Part 2 of this schedule;

"Considerate Constructors Scheme" means the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites in accordance with the Code of Considerate Practice, more information on which can be found at <http://www.considerateconstructorsscheme.org.uk/htm-home/index-video.html>;

"Construction Logistics Plan" means a written plan which sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings on the Site and the construction of the Development using good site practices in accordance with the Code of Considerate Practice to ensure that the construction of the Development during the Construction Period can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network which shall include (but not be limited to):

- (a) details of the access and egress arrangements for construction vehicles to and from the Development;
- (b) details of the proposed routeing of all vehicles involved in the demolition and construction of the Development including the estimated number of vehicles per day and per week;
- (c) details of secure off-street loading and drop-off facilities as well as vehicle holding area(s);
- (d) details of the vehicle call up procedure / booking systems;
- (e) details of consolidated or re-timed trips;
- (f) select operators that are committed to best practice and are members of the Freight Operator Recognition Scheme;
- (g) an estimate of the number and type of parking suspensions that will be required during the Construction Period;
- (h) details of any diversion or other expected disruption to the public highway during demolition, excavation and construction works and details of a work programme and/or timescale for each phase of the demolition, excavation and construction works;
- (i) the Construction Programme (and for the avoidance of doubt the Construction Programme is submitted for information purposes only and not for Approval by TfL);

- (j) details of the environmental protection and highways safety measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Site and the building out of the Development;
- (k) proposals to minimise any adverse effects on any heritage or conservation area features;
- (l) a commitment to ensuring the safety of cyclists;
- (m) proposals to minimise the effect on access and wayfinding to Shoreditch High Street Station; and
- (n) proposals to minimise the impact on public transport services; and

"Construction Programme" means the construction programme for the Development to be submitted as part of the Construction Logistics Plan and for the avoidance of doubt such construction programme may be amended from time to time by the Owner and the Owner shall provide a copy of the updated construction programme to TfL and the Councils as soon as reasonably practicable after it is updated.

Part 1 - Obligations

2. CONSTRUCTION LOGISTICS PLAN – SUBMISSION AND APPROVAL

2.1 The Owner shall:

- (a) submit a draft Construction Logistics Plan to TfL for Approval (in consultation with the Councils) prior to Implementation of each and every Phase (and for the avoidance of doubt the first draft Construction Logistics Plan must be submitted prior to Implementation of the Development);
- (b) not Implement any Phase until the Construction Logistics Plan for that Phase has been Approved (an **"Approved Construction Logistics Plan"**) (and for the avoidance of doubt the Development may not be Implemented until the first Construction Logistics Plan has been Approved);
- (c) implement and carry out construction of each Phase in strict accordance with the Approved Construction Logistics Plan for that Phase.

2.2 The Owner shall ensure that all draft Construction Logistics Plans submitted pursuant to this schedule shall take account of and have due regard to all other Approved Construction Logistics Plans submitted pursuant to this schedule.

3. CONSTRUCTION LOGISTICS PLAN - MONITORING

3.1 The Owner shall on the first anniversary of Implementation of each and every Phase and on each subsequent anniversary thereafter until the Practical Completion of works within that Phase submit a monitoring report to TfL setting out and reviewing how effectively the Approved Construction Logistics Plan has operated in the previous 12 months.

3.2 In the event that the TfL (in consultation with the Councils) considers (acting reasonably) that an Approved Construction Logistics Plan is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of that Approved Construction Logistics Plan and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

4. CONSIDERATE CONSTRUCTORS SCHEME

4.1 The Owner shall not Implement the Development unless and until:

- (a) the Owner has registered the Development with the Considerate Constructors Scheme; and
- (b) the Owner has provided sufficient evidence to TfL and the Councils to demonstrate compliance with paragraph 4.1(a) of this schedule.

4.2 The Owner shall ensure that the Development is constructed in accordance with the Code of Considerate Practice.

Part 2 – Code of Considerate Practice

Considerate

All work is to be carried out with positive consideration to the needs of traders and businesses, site personnel and visitors, and the general public. Special attention is to be given to the needs of those with sight, hearing and mobility difficulties.

Environment

Be aware of the environmental impact of your site and minimise as far as possible the effects of noise light and air pollution. Efforts should be made to select and use local resources wherever possible. Attention should be paid to waste management. Reuse and recycle materials where possible.

Cleanliness

The working site is to be kept clean and in good order at all times. Site facilities, offices, toilets and drying rooms should always be maintained to a good standard. Surplus materials and rubbish should not be allowed to accumulate on the site or spill over into the surroundings. Dirt and dust from construction operations should be kept to a minimum.

Good Neighbour

General information regarding the Development should be provided for all neighbours affected by the work. Full and regular communication with neighbours, including adjacent residents, traders and businesses, regarding programming and site activities should be maintained from pre-start to completion.

Respectful

Respectable and safe standards of dress should be maintained at all times. Lewd or derogatory behaviour and language should not be tolerated under threat of severe disciplinary action. Pride in the management and appearance of the site and the surrounding environment is to be shown at all times. Operatives should be instructed in dealing with the general public.

Safe

Construction operations and site vehicle movements are to be carried out with care and consideration for the safety of site personnel, visitors and the general public (including cyclists). No building activity should be a security risk to others.

Cyclist's Safety

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During the Construction Period the Owner will take verifiable measures to ensure that drivers of all Motor Vehicles associated with the Development, including all contractors and sub-contractors, are made aware of the need for awareness of cyclists when moving to and from the site. This should include clear signage on the back of appropriate Motor Vehicles and appropriate development cyclist awareness training (such training to be an accredited CPC Safer Urban Driving course or equivalent).

Responsible

Ensure that everyone associated with the Development understands implements and complies with this code.

Accountable

The Considerate Constructors Scheme poster is to be displayed where clearly visible to the general public. A site's contact details should be obvious to anyone affected by its activities.

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SCHEDULE 12

Crossrail

1. INTERPRETATION

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Community Infrastructure Levy" means a community infrastructure levy pursuant to the Community Infrastructure Levy Regulations 2010;

"Crossrail" means the rail link authorised by the Crossrail Act 2008 and providing a rail link from Maidenhead in the west through to Essex and Kent in the east;

"Crossrail Contribution" means a contribution calculated in accordance with the Crossrail SPG to be determined for a Phase Approval towards the cost of implementing Crossrail Provided That the amount of Crossrail Contribution payable by the Owner shall be reduced by the total sum paid by the Owner in respect of the Mayoral CIL Charge in accordance with this schedule;

"Crossrail SPG" means the document entitled "Supplementary Planning Guidance: Use of Planning Obligations in the Funding of Crossrail and the Mayoral Community Infrastructure Levy" published by the Mayor of London in April 2013 (or such replacement guidance as may be published from time to time);

"Mayoral CIL" means Community Infrastructure Levy chargeable pursuant to a charging schedule published by the Mayor of London in his capacity as a charging authority for the purposes of Part 11 of the Planning Act 2008;

"Mayoral CIL Charge" means the amount of Mayoral CIL paid or for which liability to pay has arisen in respect of the Development and which shall be calculated and payable on a phased basis upon each Phase Approval; and

"Phase Approval" means the detailed approval of a Phase by the GLA or a Council, whether pursuant to a reserved matters approval or a full planning permission.

2. CROSSRAIL CONTRIBUTION

2.1 The Owner shall pay to TfL the Crossrail Contribution in accordance with the following terms and for the avoidance of doubt the Crossrail Contribution payable shall be nil if the total amount payable by the Owner in respect of the Mayoral CIL Charge is greater than the Crossrail Contribution:

(a) payments shall be calculated upon the granting of each Phase Approval in accordance with the Crossrail SPG; and

(b) the Owner shall pay the Crossrail Contribution to TfL less any Mayoral CIL payment to be applied as a credit (which credit shall not include any CIL surcharge payable under Part 9 of the Community Infrastructure Levy Regulations 2010) upon Implementation of a Phase Approval.

"

SCHEDULE 13

Public Realm

1. INTERPRETATION

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Accessible Seating" means seating which fulfils the following criteria:

- (a) armrests should be provided to help people lower themselves onto the seat and stand up;
- (b) where the seating is set at a height which is suitable for wheelchair users, armrests should not be at the extreme end of the seating but set in so as not to restrict the lateral transfer from a wheelchair to the seating, nor restrict front or oblique transfer; and
- (c) a supportive backrest should be incorporated along at least 50 per cent of the length of the seating;

"Approved Estate Management Strategy" shall have the meaning given in paragraph 2.1(b) of this schedule;

"Braithwaite Square" means the public square between Plot B, Plot G and Braithwaite Street as shown indicatively on the Ground Level Public Realm Phasing Plan;

"Braithwaite Steps" means the stairs and lift access between Braithwaite Square and the High Walk and the Park (Plot H) as shown indicatively on the Ground Level Public Realm Phasing Plan and the Park Level Public Realm Phasing Plan;

"Brick Lane Square" means the public square at the junction of London Road and Brick Lane as shown indicatively on the Ground Level Public Realm Phasing Plan;

"Brick Lane Stair" means the stairs and lift access between Brick Lane Square and the Park (Plots I & J) as shown indicatively on the Ground Level Public Realm Phasing Plan and the Park Level Public Realm Phasing Plan;

"Commercial Street Stair" means the stairs access from Commercial Street to the High Walk and the Park (Plot H) as shown indicatively on the Ground Level Public Realm Phasing Plan and the Park Level Public Realm Phasing Plan;

"Cygnet Lane" means the pedestrian route running north-south between Sclater Street and Cygnet Yard as shown indicatively on the Ground Level Public Realm Phasing Plan;

"Cygnet Yard" means the public square at the junction of London Road and Cygnet Lane as shown indicatively on the Ground Level Public Realm Phasing Plan;

"Estate Management Strategy" means a written plan for the management, maintenance, renewal, cleaning, servicing, security and fire safety of the Park and Public Spaces, including the play spaces, equipment, trees (where appropriate), lighting, seating and other furniture, to include:

- (a) measures for the maintenance of any hard and soft landscaping seating or other furniture and any other equipment or facilities within the Park and Public Spaces and to ensure the Park and Public Spaces are kept safe and in a useable condition and in good and substantial repair free from hazards obstacles and obstructions and fit in all respects for use by the public;

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- (b) details of the management, waste control, cleaning, draining, servicing and upkeep and details of how the Owner will coordinate maintenance of the Park and the Public Spaces with adjoining property owners (if relevant);
- (c) the incorporation of measures (including details of operation of safety measures and equipment, lighting, CCTV and fire safety) in the Park and the Public Spaces and any interface with adjoining public highway to secure public safety to minimise anti-social behaviour;

"Farthing Lane (Plot C)" means that part of the pedestrian route running north-south between Sclater Street and Farthing Yard as is shown indicatively located within Plot C on the Ground Level Public Realm Phasing Plan;

"Farthing Lane (Plot H)" means that part of the pedestrian route running north-south between Sclater Street and Farthing Yard as is shown indicatively located within Plot H on the Ground Level Public Realm Phasing Plan;

"Farthing Lane Stair (Phase 1)" means the lift and stairs access between Farthing Yard and the Park (Plot H) as shown indicatively on the Ground Level Public Realm Phasing Plan and the Park Level Public Realm Phasing Plan;

"Farthing Lane Stair (Phase 4)" means the stairs and lift access between Farthing Yard and the Park (Plots I & J) as shown indicatively on the Ground Level Public Realm Phasing Plan and the Park Level Public Realm Phasing Plan;

"Farthing Yard" means the public square at the junction of London Road and Farthing Lane as shown indicatively on the Ground Level Public Realm Phasing Plan;

"Ground Level Public Realm Phasing Plan" means the plan marked "Plan [●]" at schedule 3;

"Highwalk (Plot F)" means the Park level walkway between the Commercial Street Stair and the Park (Plot H) as shown indicatively shaded blue located in Plot F on the Park Level Public Realm Phasing Plan;

"Highwalk (Plot G)" means the Park level walkway between the Commercial Street Stair and the Park (Plot H) as shown indicatively shaded blue located in Plot G on the Park Level Public Realm Phasing Plan;

"London Road (Phase 1)" means the pedestrian route running east-west between Farthing Yard and Braithwaite Street as shown indicatively located within Phase 1 on the Ground Level Public Realm Phasing Plan;

"London Road (Phase 4A)" means the pedestrian route running east-west between Cygnet Yard and Farthing Yard as shown indicatively located within Phase 4 on the Ground Level Public Realm Phasing Plan;

"London Road (Phase 4B)" means the pedestrian route running east-west between Brick Lane Square and Cygnet Yard as shown indicatively located within Phase 4 on the Ground Level Public Realm Phasing Plan;

"Oriel Gateway" means the public square between Plot A, Plot F and Plot L as shown indicatively on the Ground Level Public Realm Phasing Plan;

"Park" means the Park (Plot H) and the Park (Plots I & J);

"Park (Plot H)" means that part of the Site shown shaded yellow on the Park Level Public Realm Phasing Plan to be laid out and provided as a park in perpetuity;

"Park (Plots I & J)" means that part of the Site shown shaded green on the Park Level Public Realm Phasing Plan to be laid out and provided as a park in perpetuity;

"Park Level Public Realm Phasing Plan" means the plan marked "Plan [●]" at schedule 3;

"Pedestrian Routes" means:

- (a) Cygnet Lane;
- (b) Farthing Lane (Plot C);
- (c) Farthing Lane (Plot H);
- (d) the Highwalk (Plot F);
- (e) the Highwalk (Plot G);
- (f) London Road (Phase 1);
- (g) London Road (Phase 4A);
- (h) London Road (Phase 4B);
- (i) the Farthing Lane Stair (Phase 1);
- (j) the Commercial Street Stair;
- (k) the Braithwaite Steps;
- (l) the Brick Lane Stair;
- (m) the Farthing Lane Stair (Phase 4);
- (n) Phoenix Street (Plot F);
- (o) Phoenix Street (Plot G)
- (p) Shoreditch Place (Plots F & L); and
- (q) Shoreditch Place (Plot G);

"Phoenix Street (Plot F)" means the pedestrian route running east-west between Braithwaite Street and Commercial Street as shown indicatively within Plot F on the Ground Level Public Realm Phasing Plan;

"Phoenix Street (Plot G)" means the pedestrian route running east-west between Braithwaite Street and Commercial Street as shown indicatively within Plot G on the Ground Level Public Realm Phasing Plan;

"Play Equipment" means [●]; *[Ashurst note: definition TBC]*

"Public Spaces" means

- (a) the Public Squares;
- (b) the Pedestrian Routes;
- (c) the Public Toilets; and

(d) the Play Equipment;

"Public Squares" means:

- (a) Braithwaite Square;
- (b) Brick Lane Square;
- (c) Cygnet Yard;
- (d) Farthing Yard; and
- (e) Oriel Gateway;

"Public Toilets" means [●]; *[Ashurst note: definition TBC – show on a plan?]*

"Shoreditch Place (Plots F & L)" means that part of the pedestrian route running east-west between Braithwaite Street and Shoreditch High Street as fronts Plot F and Plot L as shown indicatively on the Ground Level Public Realm Phasing Plan and to be provided at the same time as Oriel Gateway; and

"Shoreditch Place (Plot G)" means that part of the pedestrian route running east-west between Braithwaite Street and Shoreditch High Street as fronts Plot G as shown indicatively on the Ground Level Public Realm Phasing Plan and to be provided at the same time as Braithwaite Square.

2. **ESTATE MANAGEMENT STRATEGY**

2.1 The Owner shall:

- (a) submit a draft Estate Management Strategy to the Approval Panel for Approval prior to First Occupation of the Development (and for the avoidance of doubt and without prejudice to any other provision of this Deed, the Approval Panel shall consult with TfL in respect of the draft Estate Management Strategy);
- (b) not First Occupy nor permit First Occupation of the Development until the Estate Management Strategy has been Approved (the **"Approved Estate Management Strategy"**);
- (c) implement and procure compliance with the Approved Estate Management Strategy for the duration of the beneficial use of the Development.

2.2 The Owner shall on the first anniversary of the First Occupation of the Development and on each subsequent anniversary thereafter until the date of the Occupation of 75 per cent of the final Phase submit a monitoring report to the Approval Panel setting out and reviewing how effectively the Approved Estate Management Strategy has operated in the previous 12 months.

2.3 In the event that the Approval Panel considers (acting reasonably) that an Approved Estate Management Strategy is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of the Approved Estate Management Strategy and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

3. **PARK**

3.1 The Owner shall:

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- (a) Practically Complete the Park (Plot H) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Dwelling in Plot C; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot C until the Park (Plot H) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

3.2 The Owner shall:

- (a) Practically Complete the Park (Plots I & J) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Dwelling in Plot D; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot D until the Park (Plots I & J) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

4. PUBLIC SQUARES

4.1 The Owner shall:

- (a) Practically Complete Farthing Yard and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot H; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot H until Farthing Yard has been Practically Completed and brought into beneficial use and made accessible to members of the public.

4.2 The Owner shall:

- (a) Practically Complete Oriel Gateway and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot F or Plot L; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot F or Plot L until Oriel Gateway has been Practically Completed and brought into beneficial use and made accessible to members of the public.

4.3 The Owner shall:

- (a) Practically Complete Braithwaite Square and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot G; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot G until Braithwaite Square has been Practically Completed and brought into beneficial use and made accessible to members of the public.

4.4 The Owner shall:

- (a) Practically Complete Cygnet Yard and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot I; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot I until Cygnet Yard has been Practically Completed and brought into beneficial use and made accessible to members of the public.

4.5 The Owner shall:

- (a) Practically Complete Brick Lane Square and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot J; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot J until Brick Lane Square has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5. PEDESTRIAN ROUTES

5.1 The Owner shall:

- (a) Practically Complete London Road (Phase 1) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot H; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot H until London Road (Phase 1) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.2 The Owner shall:

- (a) Practically Complete Farthing Lane (Plot C) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Dwelling in Plot C; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot C until Farthing Lane (Plot C) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.3 The Owner shall:

- (a) Practically Complete Farthing Lane (Plot H) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot H; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot H until Farthing Lane (Plot H) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.4 The Owner shall:

- (a) Practically Complete the Farthing Lane Stair (Phase 1) and bring them into beneficial use and provide access to members of the public at the same time as the Park (Plot H) and in any event prior to First Occupation of any Dwelling in Plot C; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot C until the Farthing Lane Stair (Phase 1) have been brought Practically Completed and brought into beneficial use and made accessible to members of the public.

5.5 The Owner shall:

- (a) Practically Complete Shoreditch Place (Plots F & L) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot F or Plot L; and

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- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot F or Plot L until Shoreditch Place (Plots F & L) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.6 The Owner shall:

- (a) Practically Complete Shoreditch Place (Plot G) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot G; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot G until Shoreditch Place (Plot G) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.7 The Owner shall:

- (a) Practically Complete Phoenix Street (Plot F) and bring it into beneficial use and provide access to members of the public prior to First Occupation of Plot F; and
- (b) not First Occupy nor permit First Occupation of Plot F until Phoenix Street (Plot F) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.8 The Owner shall:

- (a) Practically Complete Phoenix Street (Plot G) and bring it into beneficial use and provide access to members of the public prior to First Occupation of Plot G; and
- (b) not First Occupy nor permit First Occupation of Plot G until Phoenix Street (Plot G) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.9 The Owner shall:

- (a) Practically Complete the Commercial Street Stair and bring them into beneficial use and provide access to members of the public prior to First Occupation of any Dwelling in Plot F; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot F until the Commercial Street Stair have been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.10 The Owner shall:

- (a) Practically Complete the Braithwaite Steps and bring them into beneficial use and provide access to members of the public prior to First Occupation of any Dwelling in Plot G; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot G until the Braithwaite Steps have been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.11 The Owner shall:

- (a) Practically Complete the Highwalk (Plot F) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Dwelling in Plot F; and

- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot F until the Highwalk (Plot F) has been brought Practically Completed and brought into beneficial use and made accessible to members of the public.

5.12 The Owner shall:

- (a) Practically Complete the Highwalk (Plot G) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Dwelling in Plot G; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot G until the Highwalk (Plot G) has been brought Practically Completed and brought into beneficial use and made accessible to members of the public.

5.13 The Owner shall:

- (a) Practically Complete London Road (Phase 4A) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot I; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot I until London Road (Phase 4A) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.14 The Owner shall:

- (a) Practically Complete Cygnet Lane and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot I; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot I until Cygnet Lane has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.15 The Owner shall:

- (a) Practically Complete London Road (Phase 4B) and bring it into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Plot J; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Plot J until London Road (Phase 4B) has been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.16 The Owner shall:

- (a) Practically Complete the Brick Lane Stair and bring them into beneficial use and provide access to members of the public at the same time as the Park (Plots I&J) is opened to the public and in any event prior to First Occupation of any Dwelling in Plot D; and
- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot D until the Brick Lane Stair have been Practically Completed and brought into beneficial use and made accessible to members of the public.

5.17 The Owner shall:

- (a) Practically Complete the Farthing Lane Stair (Phase 4) and bring them into beneficial use and provide access to members of the public at the same time as the

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Park (Plots I&J) is opened to the public and in any event prior to First Occupation of any Dwelling in Plot D; and

- (b) not First Occupy nor permit First Occupation of any Dwelling in Plot D until the Farthing Lane Stair (Phase 4) have been Practically Completed and brought into beneficial use and made accessible to members of the public.

6. PUBLIC TOILETS

6.1 The Owner shall:

- (a) Practically Complete the Public Toilets and bring them into beneficial use and provide access to members of the public prior to First Occupation of any Retail Floorspace in Phase 4;
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Phase 4 until the Public Toilets have been Practically Completed and brought into beneficial use and made accessible to members of the public.

7. PLAY EQUIPMENT

7.1 The Owner shall:

- (a) ensure that any Play Equipment to be provided within a particular Phase is Practically Completed and brought into beneficial use and shall provide access to members of the public prior to First Occupation of the relevant Phase;
- (b) not First Occupy nor permit First Occupation of a Phase until any Play Equipment to be provided within that Phase has been Practically Completed and brought into beneficial use and made accessible to members of the public.

8. ACCESSIBLE SEATING

8.1 The Owner shall:

- (a) ensure that there is a variety of seating heights provided within the Park and the Public Spaces, ranging from 380mm to 580mm, with 480mm height seating being suitable for wheelchair users;
- (b) ensure that no less than 50 per cent of all seating provided within the Park and the Public Spaces shall be Accessible Seating;
- (c) ensure that any Accessible Seating to be provided within a particular Phase is Practically Completed and brought into beneficial use and shall provide access to members of the public prior to First Occupation of the relevant Phase;
- (d) not First Occupy nor permit First Occupation of a Phase until any Accessible Seating to be provided within that Phase has been Practically Completed and brought into beneficial use and made accessible to members of the public.

9. PUBLIC ACCESS

9.1 The Owner shall:

- (a) ensure that the Park remains available for public access in perpetuity from the date it is brought into beneficial use and made available for access by the public;

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- (b) subject to paragraphs 9.4 and 9.5 ensure that the Park remains open for public access free of charge every day from 7 a.m. until 7 p.m. (or such alternative times as may be agreed in writing with the Councils from time to time); and
 - (c) not permit the Park to be used for any purpose (other than cleaning, maintenance or repairs) at a time when the Park is closed to public access and for the avoidance of doubt Occupiers of the Development may not use the Park at a time when the Park is closed to public access.
- 9.2 Subject to paragraphs 9.4 and 9.5 below, the Owner shall ensure that the Public Toilets and the Play Equipment are retained and maintained in good working order for the life of the Development from the date that they are brought into beneficial use and shall remain open for public access free of charge every day from 7 a.m. until 7 p.m. (or such alternative times as may be agreed in writing with the Councils from time to time).
- 9.3 Subject to paragraphs 9.4 and 9.5 below, the Owner shall ensure that the Public Spaces (save for the Public Toilets and the Play Equipment) are retained in perpetuity from the date that they are brought into beneficial use and shall be accessible to the public 24 hours a day and from the date that they are brought into beneficial use the public shall be permitted continuous, unrestricted access to pass and re-pass free of charge on foot.
- 9.4 The Owner shall be permitted to temporarily close the Public Spaces and the Park (or any part thereof) with the prior written approval of the Councils where such temporary closure is reasonably necessary in the interests of public safety or is required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing of the Public Spaces or the Park or any necessary emergency maintenance to any operational railway assets in the vicinity of the relevant Park or Public Square Provided That the Owner shall re-open the Public Spaces or the Park (as applicable) as soon as reasonably practicable thereafter in accordance with a programme and timescales previously approved by the Councils.
- 9.5 The Owner and the Councils may agree in writing to restrict access to any of the Public Spaces and the Park (whether by reference to access times or otherwise) in the event that it is deemed to be reasonably necessary (for example, in order to prevent antisocial behaviour).

SCHEDULE 14

Office Floorspace

1. INTERPRETATION

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Affordable Workspace" means no less than 10 per cent of the Office Floorspace comprised within a particular Phase, to be provided in accordance with the Affordable Workspace Policies save that such floorspace shall be made available at a 20 per cent discount from Open Market Rent for the life of the Development;

"Affordable Workspace Lease" means a lease of all or part of the Affordable Workspace to be entered into between the Owner and an Affordable Workspace Provider in substantially and materially the same form as the Approved Framework Affordable Workspace Lease;

"Affordable Workspace Policies" means LBH's Development Management Local Plan Policy DM16 or such amendment or variation or update of that policy from time to time;

"Affordable Workspace Provider" means a provider of Affordable Workspace approved by LBH, the current list of approved bodies being found at <http://www.hackney.gov.uk/Assets/Documents/Workspace-Providers-List.pdf>;

"Affordable Workspace Strategy" means a written strategy setting out how the Owner intends to provide Affordable Workspace within the Development and shall include but not be limited to:

- (a) a detailed explanation of where the Affordable Workspace will be provided within the Development, such Affordable Workspace to be well-designed, high quality and incorporate a range of unit sizes and types that are flexible, with good natural light, suitable for sub-division for new uses and activities and should include units for Occupation by small or independent commercial enterprises and consideration should be given to providing grow-on space[, between 4,000 and 30,000 square feet]; **[Ashurst note: TBC]**
- (b) the proposed strategy for marketing the Affordable Workspace;
- (c) a commitment to providing the Affordable Workspace to an equivalent standard as the other Office Floorspace located within the Development (unless otherwise requested by an Affordable Workspace Provider;
- (d) where appropriate, evidence of any agreement with an Affordable Workspace Provider to enter into an Affordable Workspace Lease;

"Approved Affordable Workspace Strategy" shall have the meaning given in paragraph 2.2(b) of this schedule;

"Approved Framework Affordable Workspace Lease" shall have the meaning given in paragraph 2.1(b) of this schedule;

"Approved Office Letting and Management Strategy" shall have the meaning given in paragraph 3.1(b) of this schedule;

"Framework Affordable Workspace Lease" means the form of lease that the Owner intends to enter into with an Affordable Workspace Provider in respect of the Affordable Workspace[, such lease to be in accordance with the following heads of terms:

- (a) 80 per cent of Open Market Rent;
- (b) 80 per cent of the service charge that would be charged if the Affordable Workspace were to be let on an open market basis;
- (c) term of between 10 and 15 years with mutual break clauses;
- (d) permitted user shall be within Class B1 of the Use Classes Order;
- (e) contracted out of Landlord and Tenant Act 1954;
- (f) tenant shall not be permitted to assign]; **[Ashurst note: definition TBC]**

"Office Floorspace" means the floorspace comprised in the Development to be provided for Class B1 use, as defined in the Use Classes Order;

"Office Letting and Management Strategy" means a written strategy setting out the Owner's proposals for letting and managing the Office Floorspace and including but not limited to details of how Office Floorspace will be allocated to small and medium enterprises; and

"Open Market Rent" means the rent that could reasonably be obtained on the open market for a particular of area of floorspace;

2. **AFFORDABLE WORKSPACE**

2.1 The Owner shall:

- (a) submit a draft Framework Affordable Workspace Lease to the Approval Panel for Approval prior to Commencement of any Plot which contains Office Floorspace;
- (b) not Commence nor permit Commencement of any Plot which contains Office Floorspace unless and until a Framework Affordable Workspace Lease has been submitted to the Approval Panel and Approved (the **"Approved Framework Affordable Workspace Lease"**).

2.2 The Owner shall:

- (a) submit a draft Affordable Workspace Strategy to the Approval Panel for Approval prior to Commencement of any Plot which contains Office Floorspace;
- (b) not Commence nor permit Commencement of any Plot which contains Office Floorspace unless and until an Affordable Workspace Strategy has been submitted to the Approval Panel and Approved (the **"Approved Affordable Workspace Strategy"**); and
- (c) thereafter implement and comply at all times with the Approved Affordable Workspace Strategy.

2.3 Subject to paragraph 2.6 below, the Owner shall not First Occupy nor permit First Occupation of any Office Floorspace in a Plot which contains Office Floorspace unless and until the Owner has entered into one or more Affordable Workspace Leases for the entirety of the Affordable Workspace in that Plot.

2.4 Subject to paragraph 2.6 below, the Owner shall not Occupy nor cause nor permit the Occupation of nor use nor cause nor permit the use of any Affordable Workspace other than:

- (a) as Affordable Workspace; and

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- (b) in accordance with the Approved Affordable Workspace Strategy and an Affordable Workspace Lease.
- 2.5 The Owner shall use Reasonable Endeavours to enter into one or more Affordable Workspace Leases (or agreements to enter into an Affordable Workspace Lease) for the entirety of the Affordable Workspace in a particular Plot for an initial period of at least six months, such period to begin no later than three months prior to the anticipated date of Practical Completion of the relevant Affordable Workspace.
- 2.6 In the event that the Owner has been unable to enter into an Affordable Workspace Lease in respect of a particular area of Affordable Workspace, having used Reasonable Endeavours to enter into an Affordable Workspace Lease in accordance with paragraph 2.5 above and subject to:
- (a) LBH (in the event the relevant Affordable Workspace is located solely within the LBH Development); or
- (b) the Approval Panel (in the event the relevant Affordable Workspace is located within both the LBH Development and the LBTH Development)
- being reasonably satisfied that there is no demand for the relevant area of Affordable Workspace (the Owner having provided all relevant documentation demonstrating such fact (including marketing evidence) and such satisfaction being confirmed in writing), the Owner may permit the relevant Affordable Workspace to be Occupied on a rolling temporary basis (each temporary letting not to exceed three months) as Office Floorspace which is not Affordable Workspace.
- 2.7 In the event that the Owner permits the Affordable Workspace to be Occupied other than as Affordable Workspace in accordance with paragraph 2.6 of this schedule, the Owner shall make the relevant floorspace available to lease and Occupation by an Affordable Workspace Provider as soon as practicable after LB Hackney or the Approval Panel (as applicable) demonstrates that demand has returned for the Affordable Workspace by reference to an identified Affordable Workspace Provider being willing to enter into an Affordable Workspace Lease (and any dispute shall be resolved in accordance with clause 22), whereupon paragraph 2.4 shall again apply to the Affordable Workspace.
- 2.8 The Owner shall on the first anniversary of First Occupation of any Office Floorspace and on each subsequent anniversary thereafter until the date that is the fifth anniversary of the date of the Occupation of 75 per cent of the final Phase submit a monitoring report to the Approval Panel setting out and reviewing how effectively the Approved Affordable Workspace Strategy has operated in the previous 12 months.
- 2.9 In the event that the Approval Panel considers (acting reasonably) that the Approved Affordable Workspace Strategy is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of that Approved Affordable Workspace Strategy and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

3. OFFICE LETTING AND MANAGEMENT STRATEGY

- 3.1 The Owner shall:
- (a) submit a draft Office Letting and Management Strategy to the Approval Panel for Approval prior to First Occupation of any Office Floorspace;
- (b) not First Occupy nor permit First Occupation of any Office Floorspace until the Office Letting and Management Strategy has been Approved (an "**Approved Office Letting and Management Strategy**");

- (c) implement and comply with the Approved Office Letting and Management Strategy for the duration of the beneficial use of the Development (subject to such amendments as may be agreed in writing with the Approval Panel from time to time).
- 3.2 The Owner shall on the first anniversary of First Occupation of each Phase containing Office Floorspace and on each subsequent anniversary thereafter until the date that is the fifth anniversary of the date of the Occupation of 75 per cent of the final Phase submit a monitoring report to the Approval Panel setting out and reviewing how effectively the Approved Office Letting and Management Strategy for that Phase has operated in the previous 12 months.
- 3.3 In the event that the Approval Panel considers (acting reasonably) that the Approved Office Letting and Management Strategy is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of that Approved Office Letting and Management Strategy and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

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SCHEDULE 15

Retail Floorspace

1. INTERPRETATION

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Approved Retail Management Strategy" shall have the meaning given in paragraph 2.1(b) of this schedule;

"Retail Management Strategy" means a written strategy setting out how the Owner intends to manage the letting and occupation of the Retail Floorspace, such strategy to include a commitment to:

- (a) not permit any unit of Retail Floorspace to be Occupied for a use falling within Class A4 of the Use Classes Order;
- (b) not permit any more than 30 per cent of the Retail Floorspace to be Occupied for the purposes of a use falling with Class A3 and/or Class A5 of the Use Classes Order; and
- (c) not permit any more than 12.5 per cent of the Retail Floorspace to be Occupied for the purposes of a use falling within Class A5 of the Use Classes Order.

2. RETAIL MANAGEMENT STRATEGY

2.1 The Owner shall:

- (a) submit a draft Retail Management Strategy to the Approval Panel for Approval prior to First Occupation of any Retail Floorspace;
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace until the Retail Management Strategy has been Approved (an **"Approved Retail Management Strategy"**);
- (c) implement and comply with the Approved Retail Management Strategy for the duration of the beneficial use of the Development (subject to such amendments as may be agreed in writing with the Approval Panel from time to time).

2.2 The Owner shall on the first anniversary of the First Occupation of a Phase containing Retail Floorspace and on each subsequent anniversary thereafter until the date that is the fifth anniversary of the date of the Occupation of 75 per cent of the final Phase submit a monitoring report to the Approval Panel setting out and reviewing how effectively the Approved Retail Management Strategy has operated in the previous 12 months.

2.3 In the event that the Approval Panel considers (acting reasonably) that the Approved Retail Management Strategy is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of the Approved Retail Management Strategy and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

2.4 The Owner shall:

- (a) not permit any unit of Retail Floorspace to be Occupied for a use falling within Class A4 of the Use Classes Order;

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- (b) not permit any more than 30 per cent of the Retail Floorspace to be Occupied for the purposes of a use falling with Class A3 and/or Class A5 of the Use Classes Order; and
- (c) not permit any more than 12.5 per cent of the Retail Floorspace to be Occupied for the purposes of a use falling within Class A5 of the Use Classes Order.

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SCHEDULE 16

Public Art

1. INTERPRETATION

1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"AP Approved Public Art Plot Strategy" shall have the meaning given in paragraph 3.3(b) of this schedule;

"Approved Public Art Framework Strategy" shall have the meaning given in paragraph 2.1(b) of this schedule;

"LBH Approved Public Art Plot Strategy" shall have the meaning given in paragraph 3.1(b) of this schedule;

"LBTH Approved Public Art Plot Strategy" shall have the meaning given in paragraph 3.2(b) of this schedule;

"Public Art Framework Strategy" means a written strategy setting out the Owner's proposals for the provision of public art within the Development, such public art to include but not be limited to a scheme of interpretation comprising displays explaining the history of the Bishopsgate Goodsyrd and arrangements for installation management and maintenance and permanent retention of the public art; and

"Public Art Plot Strategy" means a written strategy setting out the Owner's proposals for the provision of public art within a particular Plot, such strategy to be prepared in accordance with and having due regard to the Approved Public Art Framework Strategy.

2. PUBLIC ART FRAMEWORK STRATEGY

2.1 The Owner shall:

- (a) submit a draft Public Art Framework Strategy to the Approval Panel for Approval prior to Practical Completion of any Plot; and
- (b) not Practically Complete nor permit Practical Completion of any Plot until the Public Art Framework Strategy for the Development has been Approved (an **"Approved Public Art Framework Strategy"**).

3. PUBLIC ART PLOT STRATEGY

3.1 Subject to paragraph 3.4, the Owner shall:

- (a) submit a draft Public Art Plot Strategy to LB Hackney for Approval prior to Practical Completion of any Plot located solely within the LBH Site;
- (b) not Practically Complete nor permit Practical Completion of a Plot located solely within the LBH Site until the Public Art Plot Strategy for that Plot has been Approved (a **"LBH Approved Public Art Plot Strategy"**);
- (c) implement the LBH Approved Public Art Plot Strategy for the relevant Plot prior to First Occupation of that Plot; and
- (d) not First Occupy nor permit First Occupation of a Plot located solely within the LBH Site until the LBH Approved Public Art Plot Strategy for that Plot has been implemented in full.

3.2 Subject to paragraph 3.4, the Owner shall:

- (a) submit a draft Public Art Plot Strategy to LB Tower Hamlets for Approval prior to Practical Completion of any Plot located solely within the LBTH Site;
- (b) not Practically Complete nor permit Practical Completion of a Plot located solely within the LBTH Site until the Public Art Plot Strategy for that Plot has been Approved (a "**LBTH Approved Public Art Plot Strategy**");
- (c) implement the LBTH Approved Public Art Plot Strategy for the relevant Plot prior to First Occupation of that Plot; and
- (d) not First Occupy nor permit First Occupation of a Plot located solely within the LBTH Site until the LBTH Approved Public Art Plot Strategy for that Plot has been implemented in full.

3.3 Subject to paragraph 3.4, the Owner shall:

- (a) submit a draft Public Art Plot Strategy to the Approval Panel for Approval prior to Practical Completion of any Plot located within both the LBH Site and the LBTH Site;
- (b) not Practically Complete nor permit Practical Completion of a Plot located within both the LBH Site and the LBTH Site until the Public Art Plot Strategy for that Phase has been Approved (an "**AP Approved Public Art Plot Strategy**");
- (c) implement the AP Approved Public Art Plot Strategy for the relevant Plot prior to First Occupation of that Plot; and
- (d) not First Occupy nor permit First Occupation of a Plot located within both the LBH Site and the LBTH Site until the AP Approved Public Art Plot Strategy for that Plot has been implemented in full.

3.4 The Owner shall not be required to submit a Public Art Plot Strategy for a Plot which is not required to include Public Art, as evidenced by the Approved Public Art Framework Strategy.

SCHEDULE 17

GP Surgery

1. INTERPRETATION

- 1.1 In this schedule, the following words and phrases shall have, unless the context otherwise requires, the following meanings:

"GP Surgery" means a building within Plot [●] (Phase 4) which is to be constructed and fitted out to shell and core as a general practitioners surgery in the indicative location shown on the plan marked "Plan [●]" at schedule 3.

2. GP SURGERY

- 2.1 The Owner covenants to construct the GP Surgery prior to First Occupation of any Dwelling within Phase 4.
- 2.2 Subject to paragraph 2.3 below, the GP Surgery is to be offered to general practitioners for use as a GP Surgery at an annual discounted rent not exceeding £30 per sq ft (exclusive of service charge, which is at all times to be kept at a fair and reasonable level) on a term of lease for not less than 30 years.
- 2.3 The starting rent for the GP Surgery of £30 per sq ft shall be adjusted by a percentage equivalent to the percentage change (if any) shown in the All Items Retail Prices Index published by the Office for National Statistics (or any replacement index or such alternative index as may be agreed between the relevant parties from time to time) from the date hereof to the date that such rent becomes payable Provided That for the avoidance of doubt the operation of this clause may result in an annual rental payment of less than £30 per sq ft.
- 2.4 In the event that the Owner is unable to secure a suitable tenant to Occupy the GP Surgery and it is able to demonstrate to LB Tower Hamlets that it has taken all reasonable prudent steps to market the GP Surgery for a minimum period of 12 months and make it clear that the GP Surgery is available as a discounted rent for the term of the lease then subject to LB Tower Hamlets being satisfied that the Owner has used Reasonable Endeavours to find a suitable GP practice to Occupy the GP Surgery then the Owner shall be permitted to use the GP Surgery for alternative health or community use on a temporary basis (on contracted out lease for a term of no more than 24 months) until such time as there is demand for a GP Surgery whereupon the Owner will make available and let the GP Surgery to a GP practice for use as a GP Surgery in accordance with the terms of this schedule.

SCHEDULE 18

Employment and Local Procurement

1. INTERPRETATION

1.1 The following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Apprentice(s)" means an LBH Resident or an LBTH Resident aged 16 years or over who is undertaking on-the-job training and who is studying for a nationally recognised qualification or an NVQ in one of the building trades, such as electrical, brick laying, plastering, plumbing and carpentry;

"Apprentices Monitoring Report" means a written report setting out the number of individual Apprentices provided on the Site during the Construction Period;

"Apprentices Payment" means a payment of £7,000 per Apprentice paid in accordance with paragraphs 8.4 and 8.6 of this schedule to be used by the Councils towards the provision of Apprentices and local employment initiatives;

"Employment and Skills Steering Group" means a group to be established jointly by the Councils and the Owner and to be responsible for ensuring the delivery of the Employment and Skills Strategy;

"Employment and Skills Strategy" means a written strategy which:

- (a) sets out the partnership arrangements for how the Owner and its sub-contractors will work with the Councils and the Employment and Skills Steering Group and any local employment or training agencies as part of an employment and training consortium, such arrangements to include appropriate reporting and review mechanisms; and
- (b) sets out agreed protocols and processes for joint working between the Owner and the Councils and the Employment and Skills Steering Group specifically around vacancy sharing for the purposes of recruiting LBH Residents and LBTH Residents to vacancies to include an agreed approach to the forecasting of future job opportunities and skills requirements to ensure an adequate pipeline of candidates;

"Employment Officers" means:

- (a) in respect of LB Hackney, the Employment and Skills Manager being an officer of LB Hackney from time to time allocated to deal with and monitor the implementation and application of the employment policies of LB Hackney; and
- (b) in respect of LB Tower Hamlets, its Employment and Enterprise team;

"End-User Phase" means the period starting from First Occupation of a Commercial Unit and running for the life of the Development;

"LBH Business(es)" means any business, trade, service, profession or industry whose established place of business is within the London Borough of Hackney;

"LBH Employment, Skills and Training Contribution" means the sum of £[●] to be used by LB Hackney towards local labour training and employment initiatives; **[Ashurst note: amount TBC]**

"LBH Resident(s)" means a person who is resident in the London Borough of Hackney, such residency to be proven by the production of two valid proofs of address which are no more than three months old, for example:

- (a) council tax statement;
- (b) utility bills;
- (c) bank statements; or
- (d) other correspondence from government or state bodies;

"LBTH Business(es)" means any business, trade, service, profession or industry whose established place of business is within the London Borough of Tower Hamlets;

"LBTH Employment, Skills and Training Contribution" means the sum of £[●] to be used by LB Tower Hamlets towards local labour training and employment initiatives; **[Ashurst note: amount TBC]**

"LBTH Resident(s)" means a person who is resident in the London Borough of Tower Hamlets, such residency to be proven by the production of two valid proofs of address which are no more than three months old, for example:

- (a) council tax statement;
- (b) utility bills;
- (c) bank statements; or
- (d) other correspondence from government or state bodies; and

"London Living Wage" means the hourly rate of pay calculated and published from time to time by the GLA, the current rate as at the date of this agreement being £9.40 per hour as published in "A Fairer London: The 2015 Living Wage in London".

2. **EMPLOYMENT CONTRIBUTIONS**

2.1 The Owner shall:

- (a) pay 50 per cent of the LBH Employment, Skills and Training Contribution to LB Hackney prior to Commencement of Phase 1;
- (b) not Commence nor permit the Commencement of Phase 1 until 50 per cent of the LBH Employment, Skills and Training Contribution has been paid in full to LB Hackney;
- (c) pay the remaining 50 per cent of the LBH Employment, Skills and Training Contribution to LB Hackney prior to Commencement of Phase 2; and
- (d) not Commence nor permit the Commencement of Phase 2 until the remaining 50 per cent of the LBH Employment, Skills and Training Contribution has been paid in full to LB Hackney.

2.2 The Owner shall:

- (a) pay 50 per cent of the LBTH Employment, Skills and Training Contribution to LB Tower Hamlets prior to Commencement of Phase 1;

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- (b) not Commence nor permit the Commencement of Phase 1 until 50 per cent of the LBTH Employment, Skills and Training Contribution has been paid in full to LB Tower Hamlets;
- (c) pay the remaining 50 per cent of the LBTH Employment, Skills and Training Contribution to LB Tower Hamlets prior to Commencement of Phase 2; and
- (d) not Commence nor permit the Commencement of Phase 2 until the remaining 50 per cent of the LBTH Employment, Skills and Training Contribution has been paid in full to LB Tower Hamlets.

3. EMPLOYMENT AND SKILLS STRATEGY

3.1 The Owner shall:

- (a) submit a draft Employment and Skills Strategy to the Approval Panel for Approval prior to Commencement of the Development;
- (b) not Commence nor permit the Commencement of the Development until the draft Employment and Skills Strategy has been Approved (the "**Approved Employment and Skills Strategy**"); and
- (c) thereafter implement and comply with the Approved Employment and Skills Strategy for the life of the Development.

3.2 The Owner shall on the first anniversary of the Commencement of the Development and on each subsequent anniversary thereafter until the date that is the fifth anniversary of the date of the Occupation of 75 per cent of the final Phase submit a monitoring report to the Approval Panel or, if established, the Employment and Skills Steering Group setting out and reviewing how effectively the Approved Employment and Skills Strategy has operated in the previous 12 months.

3.3 In the event that the Approval Panel or the Employment and Skills Steering Group (as applicable) considers (acting reasonably) that the Approved Employment and Skills Strategy is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of the Approved Employment and Skills Strategy and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 22.

4. EMPLOYMENT AND SKILLS STEERING GROUP

4.1 The Owner and the Councils shall use Reasonable Endeavours to establish the Employment and Skills Steering Group as soon as reasonably practicable after the date hereof and, in any event, prior to First Occupation of the Development.

5. LOCAL LABOUR – CONSTRUCTION PERIOD

5.1 The Owner shall (and its agents, employees, contractors and sub-contractors and supply chains generally) shall use Reasonable Endeavours to secure that during the Construction Period:

- (a) 12.5 per cent of people employed in the construction of the Development are LBH Residents; and
- (b) 12.5 per cent of people employed in the construction of the Development are LBTH Residents,

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

Provided That in the event that it is not possible to secure this, the Owner shall use Reasonable Endeavours to secure that 25 per cent of people employed in the construction of the Development are either LBH Residents and/or LBTH Residents.

6. LOCAL LABOUR – END-USER PHASE

6.1 The Owner shall use Reasonable Endeavours to secure that during the End-User Phase of the Development and for the life of Development:

(a) 12.5 per cent of people employed in the End-User Phase of the Development are LBH Residents; and

(b) 12.5 per cent of people employed in the End-User Phase of the Development are LBTH Residents,

Provided That in the event that it is not possible to secure this, the Owner shall use Reasonable Endeavours for the life of the Development to secure that 25 per cent of people employed in the End-User Phase of the Development are LBH Residents and/or LBTH Residents.

7. LOCAL PROCUREMENT

7.1 The Owner shall no later than three months prior to Commencement of a Phase provide the Employment Officers with a schedule of the construction contracts and suppliers required during the Construction Period for that Phase, such schedule to:

(a) include the estimated value/budget of packages, expected start and completion timeframes and any additional Health and Safety requirements for specific packages; and

(b) show all opportunities for contracted and sub-contracted supplies and services.

7.2 The Owner shall use Reasonable Endeavours to ensure that:

(a) the total value of contracts procured from LBH Businesses throughout the Construction Period shall be no less than 10 per cent of the total value of the goods and services procured; and

(b) the total value of contracts procured from LBTH Businesses throughout the Construction Period shall be no less than 10 per cent of the total value of the goods and services procured,

Provided That in the event that it is not possible to secure this, the Owner shall use Reasonable Endeavours to ensure that the total value of contracts procured from LBH Businesses and/or LBTH Businesses throughout the Construction Period shall be no less than 20 per cent of the total value of the goods and services procured.

7.3 The Owner shall report the value of all orders placed with Local Businesses to the Employment Officers on the completion of the tendering stage for the Construction Period.

8. APPRENTICES – CONSTRUCTION PERIOD

8.1 The Owner shall use Reasonable Endeavours to engage 150 individual Apprentices across the Site during the Construction Period, such Apprentices to be employed for a period of not less than 13 weeks (or such other duration as may be Approved by the Approval Panel or, if established, the Employment and Skills Steering Group).

8.2 The Owner shall ensure that all Apprentices employed during the Construction Period shall be paid the London Living Wage.

- 8.3 The Owner shall submit an Apprentices Monitoring Report to the Employment Officers or, if established, the Employment and Skills Steering Group prior to First Occupation of Phase 3 (the "**First Apprentices Monitoring Report**").
- 8.4 In the event that the First Apprentices Monitoring Report demonstrates that fewer than 90 individuals across the Site have been engaged as Apprentices in the construction of the Development up to that point, the Owner shall pay to the Councils prior to First Occupation of Phase 3 an Apprentices Payment in respect of the shortfall in Apprentices provided (such that following payment the equivalent of 90 Apprentices will be deemed to have been provided), such payment to be split equally between the Councils, and the Owner shall not First Occupy nor permit First Occupation of Phase 3 until such Apprentices Payment has been paid in full.
- 8.5 The Owner shall submit an Apprentices Monitoring Report to the Employment Officers or, if established, the Employment and Skills Steering Group prior to First Occupation of the final Phase (the "**Second Apprentices Monitoring Report**").
- 8.6 Subject to paragraph 8.7, in the event that the Second Apprentices Monitoring Report demonstrates that fewer than 60 new individuals across the Site have been engaged as Apprentices in the construction of the Development since the submission of the First Apprentices Monitoring Report, the Owner shall pay to the Councils prior to First Occupation of the final Phase an Apprentices Payment in respect of the shortfall in Apprentices provided (such that following payment the equivalent of 60 new Apprentices will be deemed to have been provided), such payment to be split equally between the Councils, and the Owner shall not First Occupy nor permit First Occupation of the final Phase until such Apprentices Payment has been paid in full.
- 8.7 In the event that the First Apprentices Monitoring Report demonstrates that more than 90 Apprentices have been provided by that stage, the target of 60 new individuals referred to in paragraph 8.6 shall be reduced by a figure equal to the number of Apprentices demonstrated by the First Apprentices Monitoring Report as having been provided in excess of 90 Apprentices.
- 8.8 For the avoidance of doubt, in the event that the Second Apprentices Monitoring Report demonstrates that throughout the Construction Period the overall target of 150 Apprentices has been met, the Owner shall not be entitled to a repayment of any Apprentices Payment paid pursuant to paragraph 8.4 above.

9. **APPRENTICES – END-USER PHASE**

- 9.1 The Owner shall use Reasonable Endeavours to provide or procure the provision of as many Apprentices as is reasonably practicable during the End-User Phase of the Development.

SCHEDULE 19

Phasing

1. PHASING

- 1.1 The Owner shall at all times carry out the Development in strict accordance with the Phasing Plan unless otherwise Approved by the Approval Panel in consultation with the GLA and TfL Provided That in the event that TfL considers that a change to the Phasing Plan directly impacts any of the covenants given by the Owner to TfL under this Deed, TfL's Approval shall also be required.
- 1.2 The Owner acknowledges and accepts that in the event it requires an amendment to the Phasing Plan the Authorities shall have the opportunity to consider whether any amendments are necessary to the planning obligations contained herein as a direct consequence of any changes to the phasing of the Development and if the Authorities consider (acting reasonably) that amendments are necessary a further deed of variation will be required to amend the terms of this Deed.

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SCHEDULE 20

Energy and Carbon Emissions Reduction

1. INTERPRETATION

1.1 In this schedule the following words and phrases shall have the following meanings unless the context otherwise requires:

"Carbon Dioxide Emissions Reduction Target" means achieving reductions to regulated carbon dioxide emissions of at least 35% beyond the carbon dioxide improvements baseline contained within Part L 2013 of the Building Regulations;

"Carbon Offset Contribution" means the sum of £1,674,000 Indexed to mitigate the shortfall between the Carbon Dioxide Emissions Reduction Target and the Predicted Site-Wide Carbon Dioxide Emissions Reduction;

"Carbon Offset Top-Up" means a payment to mitigate any shortfall below or failure to achieve the Predicted Site-Wide Carbon Dioxide Emissions Reduction and which shall be in addition to the Carbon Offset Contribution;

"CHP" means a combined heat and power engine which is intended to generate low carbon energy to produce hot water and heat to serve the Development and also to generate electricity;

"District Heating Network" means existing or planned decentralised energy networks providing low carbon energy, heating, electricity and hot water in the locality of the Site;

"Dynamic Thermal Modelling" means dynamic thermal modelling demonstrating that in respect of a relevant Detailed Plot follows the methodology set out within CIBSE TM52 overheating criteria using CIBSE TM49 weather files for London and in respect of a relevant Outline Plot follows the methodology and meets the criteria set out within CIBSE TM52 overheating criteria using CIBSE TM49 weather files for London;

"Energy Assessment" means a detailed energy assessment for a Phase to demonstrate how the Carbon Dioxide Emissions Reduction Target is to be met within the framework of the Energy Hierarchy for that Phase and which includes as a minimum:

- (a) a calculation of the energy demand and regulated carbon dioxide emissions to the baseline contained within Part L 2013 of the Building Regulations and, separately, the energy demand and carbon dioxide emissions from any other part of the relevant Phase, including plant or equipment, that are not including within Part L 2013 of the Building Regulations at each stage of the Energy Hierarchy;
- (b) a calculation of the amount of any Carbon Offset Top-Up payable in respect of each relevant Phase of the Development;
- (c) demonstrates how each relevant Phase contributes to the Predicted Site-Wide Carbon Dioxide Emissions Reduction and whether or not the Predicted Site-Wide Carbon Dioxide Emissions Reduction has been or is on course to be achieved;
- (d) proposals to reduce carbon dioxide emissions through the energy efficient design of the site, buildings and services;
- (e) proposals to further reduce carbon dioxide emissions through the use of decentralised energy where feasible, such as district heating and cooling and combined heat and power; and

- (f) proposals to further reduce carbon dioxide emissions through the use of on-site renewable energy technologies

"Energy Centre(s)" the three space(s) within the Development in which separate CHP will be installed and which are to be located in Plot C, Plot E, Plot F and Plot G;

"Energy Hierarchy" means the three-step approach to minimising carbon dioxide emissions contained in policy 5.2 of the London Plan;

"Energy Statement" means the energy information and reports submitted by the Owner as part of the Applications; **[Ashurst note: JV to provide details]**

"Heating Plant" means on-site gas fired boilers and equipment comprised within the Development which is intended to supply part of the heat and hot water demands of the Development together with all plant and equipment associated with the same and which following activation of the Energy Centres shall only be used on a back-up and top-up basis;

"LBTH Carbon Offset Solutions Study" means the study that has been undertaken by LBTH to identify a portfolio of potential carbon offset projects and solutions in LBTH to be delivered from financial contributions secured through planning obligations as submitted for approval to a meeting of the LBTH Cabinet on 5 January 2016 and adopted by the LBTH on [●];

"London Heat Network Manual" means the London Heat Network Manual Issue 1 Revision 0 published by the GLA in April 2014;

"Predicted Site-Wide Carbon Dioxide Emissions Reduction" means reductions to regulated carbon dioxide emissions of at least [27%] beyond the carbon dioxide improvements baseline contained within Part L 2013 of the Building Regulations as predicted by the Owner in the Energy Statement;

"Site-Wide Energy Framework" means a strategic site-wide document which shall accord and promote the objectives set out in the Energy Statement and any approved Energy Assessments and which shall be prepared in accordance with the London Heat Network Manual and which shall include as a minimum:

- (a) an assessment of the anticipated energy demand for the Development;
- (b) the location and specification of the CHP, Energy Centre and part of the Site-Wide Heat Network proposed within Phase 1 and an estimate of the total thermal load to be connected to that Energy Centre;
- (c) details of how energy performance at the Development is to be monitored and assessed;
- (d) how the energy demands of the Development will be met prior to installation of CHP and the activation of the Site-Wide Heat Network;
- (e) how provision will be made for the Site-Wide Heat Network in the design, construction and operation of each Phase of the Development;
- (f) the procedure for approaching the market with regard to possible connection into the Site-Wide Heat Network outlining the approach for how such connections would be designed, built, financed and operated with confirmation that such connections will not preclude connection to a District Heating Network;
- (g) provide for when the Development is likely to be able to connect to a District Heating Network depending upon when a District Heating Network is likely to be

operational providing details of whether it is technically feasible for the Development to connect to a District Heating Network giving detailed reasons with supporting independent justification; and

- (h) details of investigations and copies of correspondence with any potential District Heating Network providers;

"Site-Wide Energy Framework Update" means an full update of the Site-Wide Energy Framework which includes as a minimum:

- (a) an options appraisal of the potential low carbon technologies proposed and any implications on other parts of the Development;
- (b) for the relevant Phase, a plan showing the proposed location and specification of the second and third CHPs, Energy Centres and the remaining parts of the Site-Wide Heat Network;
- (c) for the relevant Phase, an estimate of the total thermal load to be connected to the second and third Energy Centres respectively;
- (d) how provision will be made for the Site-Wide Heat Network in the design, construction and operation of the relevant Phase of the Development;
- (e) the procedure for approaching adjacent developments with regard to possible connection into the Site-Wide Heat Network;
- (f) provide for when the Development is likely to be able to connect to a District Heating Network depending upon when a District Heating Network is likely to be operational; and
- (g) details of investigations and copies of correspondence with any potential District Heating Network providers; and

"Site-Wide Heat Network" means a Site-wide CHP system connecting three separate on-site Energy Centres and which provides decentralised low carbon energy, heating, electricity and hot water to the Development and which connects all uses in all buildings authorised by the Planning Permissions.

2. CARBON DIOXIDE EMISSIONS REDUCTIONS

2.1 Subject to paragraphs 2.2 and 2.3 below, the Owner shall follow the GLA Energy Hierarchy in the design construction and operation of the Development in order to achieve the Predicted Site-Wide Carbon Dioxide Emissions Reduction..

2.2 The Owner shall design construct and operate the Detailed Plots of the Development to ensure that the following minimum regulated carbon dioxide emissions reductions are achieved as set out in the Energy Statement:

- (a) Plot C, Plot H, Plot I and Plot J shall together achieve reductions to regulated carbon dioxide emissions of at least 16% beyond the carbon dioxide improvements baseline contained within Part L 2013 of the Building Regulations in England and Wales;
- (b) Plot C alone shall achieve reductions to regulated carbon dioxide emissions of at least 23% beyond the carbon dioxide improvements baseline contained within Part L 2013 of the Building Regulations in England and Wales; and

- (c) Plot F, Plot G and L shall together achieve reductions to regulated carbon dioxide emissions of at least 21% beyond the carbon dioxide improvements baseline contained within Part L 2013 of the Building Regulations in England and Wales.

2.3 The Owner shall design construct and operate the Outline Plots of the Development to ensure that the Carbon Dioxide Emissions Reductions Target is achieved unless it has first been demonstrated to the reasonable satisfaction of the [GLA] through the approval of an Energy Assessment at the reserved matters stage that it is not technically feasible or economically viable to achieve the Carbon Dioxide Emissions Reductions Target in any given Outline Plot and in such circumstances a Carbon Offset Top-Up will be payable in accordance with paragraphs 4.4 and 4.5 of this Schedule.

3. ENERGY ASSESSMENTS

3.1 The Owner shall submit an Energy Assessment to LBH and/or LBTH (as applicable) as part of any application for reserved matters approval made in respect of each Outline Plot.

3.2 LBH and LBTH (as applicable) shall not approve any application for reserved matters approval in respect of any Outline Plot unless and until the GLA has been consulted in respect of any relevant Energy Assessment submitted under paragraph 3.2 above.

4. CARBON OFFSET CONTRIBUTION AND CARBON OFFSET TOP-UP

4.1 The Owner shall pay the Carbon Offset Contribution in the following instalments:

- (a) 25% (£418,000) to LBH prior to Commencement of Phase 1;
- (b) 25% (£418,000) to LBTH prior to Commencement of Phase 1;
- (c) 25% (£418,000) to LBH prior to Commencement of Phase 3; and
- (d) 25% (£418,000) to LBTH prior to Commencement of Phase 3.

4.2 The Owner shall not Commence or permit Commencement of Phase 1 unless and until 25% (£418,000) of the Carbon Offset Contribution has been paid to LBH and 25% (£418,000) of the Carbon Offset Contribution has been paid to LBTH.

4.3 The Owner shall not Commence or permit Commencement of Phase 3 unless and until 25% (£418,000) of the Carbon Offset Contribution has been paid to LBH and 25% (£418,000) of the Carbon Offset Contribution has been paid to LBTH.

4.4 Any Carbon Offset Top-Up identified in an approved Energy Assessment shall be split equally between LBH and LBTH and the Owner shall pay a 50% portion of such Carbon Offset Top-Up to each of LBH and LBTH prior to Commencement of the relevant Outline Plot.

4.5 The Owner shall not Commence or permit Commencement of any relevant Outline Plot unless and until 50% of any applicable Carbon Offset Top-Up has been paid to LBH and 50% of any applicable Carbon Offset Top-Up has been paid to LBTH.

4.6 LBTH shall pool any part of the Carbon Offset Contribution and Carbon Offset Top-Up it receives in its carbon offsetting fund for use by LBTH to reduce carbon dioxide emissions from existing housing stock in LBTH, to support community energy savings projects in LBTH and other similar carbon reduction initiatives in accordance with the LBTH Carbon Offset Solutions Study.

4.7 LBH shall pool any part of the Carbon Offset Contribution and Carbon Offset Top-Up it receives in its carbon offsetting fund for use by LBH to reduce carbon dioxide emissions

from existing housing stock in LBH, to support community energy savings projects in LBH and other similar carbon reduction initiatives in accordance with [●].

5. SITE WIDE ENERGY FRAMEWORK

- 5.1 The Owner shall submit the Site-Wide Energy Framework to the Approval Panel for Approval prior to Commencement of Phase 1 and at the same time a copy of the Site-Wide Energy Framework shall be submitted to the GLA.
- 5.2 The Owner shall not Commence Phase 1 unless and until an Approval for the Site-Wide Energy Framework has been obtained.
- 5.3 The Owner shall submit a Site-Wide Energy Framework Update to the Approval Panel for Approval prior to the Commencement of any Phase that includes a Detailed Plot (excluding Phase 1) and at the same time a copy of the relevant Site-Wide Energy Framework Update shall be submitted to the GLA
- 5.4 The Owner shall not Commence any Phase that includes a Detailed Plot (excluding Phase 1) unless and until an Approval for the relevant Site-Wide Energy Framework Update has been obtained.
- 5.5 The Owner shall submit a Site-Wide Energy Framework Update to the Approval Panel for Approval prior the submission of any application for reserved matters for any Phase that includes an Outline Plot and at the same time a copy of the relevant Site-Wide Energy Framework Update shall be submitted to the GLA.
- 5.6 The Owner shall not submit an application for reserved matters approval in respect of any Phase that includes an Outline Plot unless and until an Approval for the relevant Site-Wide Energy Framework Update has been obtained.
- 5.7 The Approval Panel shall fully consult the GLA prior to granting any Approval for the Site-Wide Energy Framework or any Site-Wide Energy Framework Update and shall take into account all representations of the GLA.
- 5.8 The Owner shall design construct and operate the Development and accordance with the approved Site-Wide Energy Framework and each approved Site-Wide Energy Framework Update.

6. ENERGY CENTRES AND SITE-WIDE HEAT NETWORK

- 6.1 The Owner will provide a Site-Wide Heat Network designed in accordance with the London Heat Network Manual and shall ensure that all of the uses in all of the buildings comprised in the Development are designed and constructed so that they are capable of connecting to the Site-Wide Heat Network and such provision shall include:
- (a) the provision of 'tees' and isolation valves in hot water headers to facilitate the connection of an interfacing heat exchanger at a later date;
 - (b) the installation of pipework in the fabric of buildings for a Site-Wide Heat Network;
 - (c) provision of a system designed constructed and operated on the principles of variable flow, variable temperature and controlled to achieve low return temperatures to allow optimum operation of CHP and utilisation of the Site-Wide Heat Network's capacity;
 - (d) provision of secondary side pipework designed and installed to avoid, as far as possible, those heat losses that give rise to building overheating;

- (e) safeguarding route and space provision to permit the laying of pipework from each of the three Energy Centres to the Site boundary at a nearby roadway or other similar location providing three alternative connections points where a connection(s) can be made at a later date to a District Heating Network
- 6.2 [The Owner shall not Occupy or permit Occupation of the Development at any time prior to the installation of the Heating Plant.]
- 6.3 The Owner shall deliver the Site-Wide Heat Network within each Phase of the Development in accordance with the Site-Wide Energy Framework and any applicable Site-Wide Energy Framework Update.
- 6.4 The Owner shall not Occupy or permit Occupation of more than 60% of the Dwellings within any Phase within which an Energy Centre is located unless and until the relevant CHP has been installed at the Owner's cost and the part of the Site-Wide Heat Network connecting into the relevant Energy Centre is fully operational.
- 6.5 The Owner shall not Occupy or permit Occupation of more than 60% of the final Phase unless and until each Energy Centre is fully operational and connection has been made to the Site-Wide Heat Network so that all three Energy Centres are linked and the entire Site-Wide Heat Network is fully operational.
7. **OVERHEATING**
- 7.1 The Owner shall undertake Dynamic Thermal Modelling for each Phase that includes a Detailed Plot containing Dwellings which shall:
- (a) include units that have ventilation restrictions due to noise, air quality or security (ground floor) concerns and any assumptions on ventilation strategy shall be detailed;
 - (b) include both affordable housing units and market units (if applicable);
 - (c) demonstrate that reasonable measures have been implemented to mitigate the risk of overheating while recognising the limitations of having approved elevation designs; and
 - (d) propose further design measures to mitigate overheating identified by such Dynamic Thermal Modelling, such design measures to be limited to passive measure that do not result in material design changes, such as glazing solar control specification.
- 7.2 In respect of a Phase that includes Detailed Plots containing Dwellings, the Owner shall submit the Dynamic Thermal Modelling to the GLA prior to the Commencement of each relevant Detailed Plot containing Dwellings.
- 7.3 The Owner shall not Commence or permit Commencement of any Detailed Plot containing Dwellings unless and until the GLA has approved the relevant Dynamic Thermal Modelling in writing.
- 7.4 The Owner shall undertake Dynamic Thermal Modelling for each Phase that includes an Outline Plot containing Dwellings which shall:
- (a) include units that have ventilation restrictions due to noise, air quality or security (ground floor) concerns and any assumptions on ventilation strategy shall be detailed;
 - (b) include both affordable housing units and market units (if applicable);

- (c) demonstrate that reasonable measures have been implemented to mitigate the risk of overheating; and
 - (d) demonstrate that the design of elevations has been informed by the Dynamic Thermal Modelling.
- 7.5 In respect of a Phase that includes an Outline Plot containing Dwellings, the Owner shall submit the Dynamic Thermal Modelling to LBH and/or LBTH (as applicable) as part of the submission of any application for reserved matters approval for the relevant Phase and at the same time a copy of the relevant Dynamic Thermal Modelling shall be submitted to the GLA.
- 7.6 The Owner shall not submit any application for reserved matters approval for any Phase that includes an Outline Plot containing Dwellings unless such submission includes Dynamic Thermal Modelling and a copy is sent to the GLA.
- 7.7 LBH and/or LBTH (as appropriate) shall fully consult the GLA prior to granting any reserved matters approval for which Dynamic Thermal Modelling has been submitted and shall take into account all representations of the GLA.
- 7.8 The Owner shall design construct and operate the Development and accordance with the approved Dynamic Thermal Modelling.

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SCHEDULE 21

Idea Store

[Ashurst note: principles still to be agreed. Drafting is included for indicative purposes and is not yet finalised]

1. INTERPRETATION

1.1 The following words and phrases shall have, unless the context otherwise requires, the following meanings:

"Idea Store" means a facility which provides library facilities, a wide range of learning courses, information and communications technology access (including for the avoidance of doubt digital access) and related activities and events to be located in the location shown on the plan marked "Plan [●]" appearing at schedule 3;

"Idea Store Contribution" means the sum of £[2,000,000] to be used by LB Tower Hamlets towards provision of Idea Stores, library and archive facilities and/or services within the borough; and ***[Ashurst note: Amount of contribution TBC]***

"Shell and Core" means:

- (a) the structure and building envelope will be completed. The spaces will be wind and water tight and all elements of outside walls and roofs, where relevant, will be complete;
- (b) internal finishes and fitting out will be the responsibility of the incoming tenant. All spaces will be left as exposed concrete or concrete blockwork including walls, floors and ceilings;
- (c) mains services will have been installed including electricity, gas, water, telecommunications and broadband internet connection;
- (d) as part of the works all external access ways will be included up to the main entrance door to the unit. Any further fire lobbies or compartmentation within the unit will be subject to individual tenants' design and therefore will be completed within the tenants' fit out; and
- (e) compliance with the relevant building regulations insofar as they apply to shell space.

2. ELECTION FOR IDEA STORE

2.1 The Owner shall 18 months prior to the anticipated First Occupation of the Retail Floorspace in Phase 1 serve written notice on LB Tower Hamlets requesting LB Tower Hamlets to elect for either:

- (a) the Idea Store Contribution to be paid in accordance with paragraph 3; or
- (b) the Idea Store to be provided in accordance with paragraph 4.

2.2 The notice referred to in paragraph 2.1 shall be accompanied by:

- (a) an offer to grant the lease of the Idea Store to LB Tower Hamlets or, at LB Tower Hamlets' discretion, its nominee in accordance with the terms of this schedule;
- (b) a draft agreement for lease and a draft of the lease for the Idea Store;

- (c) the relevant title information for the premises to be demised; and
- (d) notice to the Council in the form or substantially in the form set out in Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

2.3 LB Tower Hamlets shall within six months of receipt of the Owner's notice pursuant to paragraph 2.1 and the documents required by paragraph 2.2 confirm in writing whether it requires payment of the Idea Store Contribution or the provision of the Idea Store Provided That if no confirmation is given the Owner shall pay the Idea Store Contribution in accordance with paragraph 3.

2.4 For the avoidance of doubt, the Owner shall not First Occupy nor permit First Occupation of the Retail Floorspace in Phase 1 in the event that it fails to give notice pursuant to paragraph 2.1 and provide the documents required by paragraph 2.2, nor shall it permit First Occupation of the Retail Floorspace in Phase 1 prior to expiry of the six month period referred to in paragraph 2.3.

3. IDEA STORE CONTRIBUTION

3.1 Where the Idea Store Contribution becomes payable pursuant to paragraph 2.3 the Owner shall:

- (a) pay the Idea Store Contribution to LB Tower Hamlets prior to First Occupation of any Retail Floorspace in Phase 1; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Phase 1 unless and until the Idea Store Contribution has been paid to LB Tower Hamlets in full.

3.2 Where the Idea Store Contribution becomes payable pursuant to paragraph 6.2 and First Occupation of the Retail Floorspace in Phase 1 has not occurred the Owner shall:

- (a) pay the Idea Store Contribution to LB Tower Hamlets prior to First Occupation of any Retail Floorspace in Phase 1; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace in Phase 1 unless and until the Idea Store Contribution has been paid to LB Tower Hamlets in full.

3.3 Where the Idea Store Contribution becomes payable pursuant to paragraph 6.2 and First Occupation of the Retail Floorspace in Phase 1 has already occurred the Owner shall:

- (a) pay the Idea Store Contribution to LB Tower Hamlets prior as soon as reasonably practicable after the date that the Idea Store Contribution becomes payable; and
- (b) not permit any additional Occupation of any Retail Floorspace in Phase 1 unless and until the Idea Store Contribution has been paid to LB Tower Hamlets in full.

3.4 Where the Idea Store Contribution becomes payable pursuant to paragraph 7.1 and First Occupation of the Retail Floorspace in Phase 1 has already occurred the Owner shall not permit any additional Occupation of any Retail Floorspace in Phase 1 unless and until the Idea Store Contribution has been paid to LB Tower Hamlets in full.

4. PROVISION OF IDEA STORE

4.1 In the event that LB Tower Hamlets elects pursuant to paragraph 2.3 for the Idea Store to be provided, the Owner shall:

- (a) construct and Practically Complete the Idea Store to Shell and Core at its own expense (save as to fit out and operation) prior to First Occupation of any Retail Floorspace in Phase 1; and
- (b) not First Occupy nor permit First Occupation of any Retail Floorspace until:
 - (i) the Idea Store has been Practically Completed to Shell and Core;
 - (ii) a lease or an agreement for lease of the Idea Store has been entered into between the Owner and LB Tower Hamlets or its nominee in accordance with paragraph 5; and
 - (iii) the Council or its nominee has been allowed into possession of the Idea Store to undertake fit out of the Idea Store.

5. LEASE OF THE IDEAS STORE

- 5.1 The offer of the lease for the Idea Store as referred to in paragraph 4.1(b)(ii) above shall be accepted by LB Tower Hamlets (or its nominee) giving written notice to the Owner confirming that it wishes to enter into an agreement for lease or lease of the Idea Store.
- 5.2 The offer of the lease for the Idea Store shall remain open for acceptance for a minimum period of six months and shall not be withdrawn during such period unless LB Tower Hamlets formally declines the offer in writing before the expiry of the period.
- 5.3 The lease for the Idea Store shall:
- (a) provide for a term of 30 years at a peppercorn rent;
 - (b) require payment of a service charge by the tenant (which shall at all times be kept at a fair and reasonable level) for a period of 30 years;
 - (c) be subject to a condition that the Idea Store is fitted out and open to the public no later than 12 months from the grant of the lease;
 - (d) require that the Idea Store is used only as an Idea Store; and
 - (e) contain such terms and provisions as are reasonable in a commercial lease of such premises having regard to the term and proposed use.

6. NON-ACCEPTANCE OF LEASE TERMS

- 6.1 Following acceptance of the offer to enter into a lease of the Idea Store, the Owner and LB Tower Hamlets shall use Reasonable Endeavours to enter into an agreement for lease and agree the lease for the Idea Store but the Owner shall not be obliged to enter into an agreement for lease with LB Tower Hamlets (or its nominee) unless LB Tower Hamlets (or its nominee) has complied with the requirements of Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- 6.2 In the event that if, following LB Tower Hamlets' (or its nominee's) acceptance of the Owner's offer in accordance with paragraph 5.1 and despite the use of Reasonable Endeavours as required by paragraph 6.1, no lease or agreement for such lease has been entered into between LB Tower Hamlets (or its nominee) and the Owner within six months of the date of the acceptance of the Owner's offer, the obligation on the Owner to provide the Idea Store pursuant to paragraph 4 shall cease to have effect upon payment of the Idea Store Contribution in accordance with paragraph 3.

7. DELAY IN FIT OUT AND OPENING

- 7.1 In the event that LB Tower Hamlets fails to comply with the condition referred to in paragraph 5.3(c) the Owner shall be entitled to take any necessary steps to take back the Idea Store and, if it does so, shall pay the Idea Store Contribution to LB Tower Hamlets no later than 12 weeks from the date the Owner (or any of the Owner's agents or representatives) takes back possession of the Idea Store.

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SCHEDULE 22

Councils' Obligations

1. LB TOWER HAMLETS' OBLIGATIONS

- 1.1 LB Tower Hamlets covenants to spend any financial contributions received pursuant to this Deed for the sole purpose for which such contribution is expressed to be paid and so as to mitigate (directly or indirectly) the impact of the Development.
- 1.2 [In the event LB Tower Hamlets has not spent any financial contribution in accordance with paragraph 1.1 above within fifteen years of the date of payment, LB Tower Hamlets will return any unexpended and uncommitted portion of any financial contribution to the party which made such payment (or its nominee) with any interest accrued.] **[Ashurst note: TBC]**
- 1.3 LB Tower Hamlets shall act promptly and reasonably in respect of obtaining any necessary Traffic Regulation Order(s) and within ten days of confirmation of any Traffic Regulation Order LB Tower Hamlets will notify the Owner in writing.
- 1.4 When Approving any documents or information submitted for its Approval pursuant to this Deed, LB Tower Hamlets shall have regard to any relevant documents or information Approved by LB Hackney or the Approval Panel pursuant to this Deed.
- 1.5 From the date of payment of any financial contribution to LB Tower Hamlets, LB Tower Hamlets shall on a written request from the Owner provide to the Owner annual reports setting out in reasonable detail the expenditure of that contribution.

2. LB HACKNEY'S OBLIGATIONS

- 2.1 LB Hackney covenants to spend any financial contributions received pursuant to this Deed for the sole purpose for which such contribution is expressed to be paid and so as to mitigate (directly or indirectly) the impact of the Development.
- 2.2 [In the event LB Hackney has not spent any financial contribution in accordance with paragraph 2.1 above within fifteen years of the date of payment, LB Hackney will return any unexpended or uncommitted portion of any financial contribution to the party which made such payment (or its nominee) with any interest accrued.] **[Ashurst note: TBC]**
- 2.3 LB Hackney shall act promptly and reasonably in respect of obtaining any necessary Traffic Regulation Order(s) and within ten days of confirmation of any Traffic Regulation Order LB Hackney will notify the Owner in writing.
- 2.4 When Approving any documents or information submitted for its Approval pursuant to this Deed, LB Hackney shall have regard to any relevant documents or information Approved by LB Tower Hamlets or the Approval Panel pursuant to this Deed.
- 2.5 From the date of payment of any financial contribution to LB Hackney, LB Hackney shall on a written request from the Owner provide to the Owner annual reports setting out in reasonable detail the expenditure of that contribution.

SCHEDULE 23

GLA's Obligations

The GLA shall use to issue the Planning Permissions within ten Working Days of completion of this Deed.

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SCHEDULE 24

Approval Panel Operating Procedures

[Details to include

- ***Chair/coordinator (including procedure for advertising the position and appointment)***
- ***Duration of the Approval Panel***
- ***Membership (Hackney, Tower Hamlets)***
- ***Aims/objectives/role***
- ***Meetings***
- ***Consultation requirements (GLA, TfL)***
- ***Costs and expenses***
- ***Periodic review]***

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IN WITNESS whereof this agreement has been executed on the date first above written

The common seal of **THE GREATER**)
LONDON AUTHORITY was hereunto)
affixed in the presence of:)

Authorised Signatory

The common seal of **THE MAYOR AND**)
BURGESSES OF THE LONDON)
BOROUGH OF HACKNEY was hereunto)
affixed in the presence of:)

Authorised Signatory

The common seal of **THE MAYOR AND**)
BURGESSES OF THE LONDON)
BOROUGH OF TOWER HAMLETS was)
hereunto affixed in the presence of:)

Authorised Signatory

Executed as a Deed by affixing the)
Common Seal of **NETWORK RAIL**)
INFRASTRUCTURE LIMITED in the)
presence of:)

Authorised Signatory

AGREEMENT SUBJECT TO FURTHER DISCUSSION AND NEGOTIATION BETWEEN ALL PARTIES

Signed as a deed by **BISHOPSGATE**)
GOODSYARD REGENERATION)
LIMITED acting by a director and its)
secretary/two directors:)

Director

Director/Secretary

The common seal of **TRANSPORT FOR**)
LONDON was hereunto affixed in the)
presence of:)

Authorised Signatory

Signed as a deed by **BALLYMORE**)
PROPERTIES LIMITED acting by a)
director and its)
secretary/two directors:)

Director

Director/Secretary

Signed as a deed by **HAMMERSON UK**)
PROPERTIES PLC acting by a director)
and its)
secretary/two directors:)

Director

Director/Secretary