

Herbert Smith

DATED 18 June 2009

- (1) THE OLYMPIC DELIVERY AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
- (3) THE SECRETARY OF STATE FOR TRANSPORT
- (4) LONDON & CONTINENTAL RAILWAYS LIMITED
- (5) STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED and STRATFORD
VILLAGE PROPERTY HOLDINGS 2 LIMITED
- (6) STRATFORD VILLAGE DEVELOPMENT (GP) LIMITED
acting as the general partner of
STRATFORD VILLAGE DEVELOPMENT PARTNERSHIP
- (7) TRANSPORT FOR LONDON

DEED OF PLANNING OBLIGATIONS

pursuant to section 106 of
the Town and Country Planning Act 1990 and other powers
relating to the regeneration of
Stratford City, London
Zones 2-7

Herbert Smith LLP

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THIS DEED made on

18 June

2009

BETWEEN:

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, 1 Churchill Place, Canary Wharf, London, E14 5LN (the "**ODA**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London, E16 2QU (the "**Council**"); and
- (3) **THE SECRETARY OF STATE FOR TRANSPORT** of Great Minster House, 76 Marsham Street, London, SW1 (the "**Secretary of State**"); and
- (4) **LONDON & CONTINENTAL RAILWAYS LIMITED** (Company Number 02966054) whose registered office is 3rd Floor, 183 Eversholt Street, London, NW1 1AY ("**LCR**"); and
- (5) **STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED** (Company Number 6582069) ("**SVPH1**") and **STRATFORD VILLAGE PROPERTY HOLDINGS 2 LIMITED** (Company Number 6583356) ("**SVPH2**") whose registered offices are at 23rd Floor, One Churchill Place, London, E14 5LN; and
- (6) **STRATFORD VILLAGE DEVELOPMENT (GP) LIMITED** (Company Number 6583350) whose registered office is at 23rd Floor, One Churchill Place, London, E14 5LN acting as the general partner of **STRATFORD VILLAGE DEVELOPMENT PARTNERSHIP** (registered number LP013054) whose principal place of business is at 23rd Floor, One Churchill Place, London, E14 5LN ("**SVDL**"); and
- (7) **TRANSPORT FOR LONDON** of Windsor House, Victoria Street, London, SW1 ("**TfL**")

WHEREAS:

- (A) The proposals for Stratford City involve the creation of a large scale metropolitan development project on a site of **73 hectares** (180 acres) approximately, surrounding HS1 on the former Rail Lands Site at Stratford in the Borough of Newham, fully endorsed by the London Plan. The proposals envisage the development of a high quality new urban community, fully integrated with existing uses and activities which surround the Stratford City Site; and have the objective of creating a strategic regional employment location, a major balanced and sustainable community, having a catalytic effect in accelerating the physical, social and economic regeneration of the Lower Lea Valley, East London and the Thames Gateway.
- (B) The Zone 1 Developer's agent submitted the Principal Application to the Council, initially on 28 April 2003 and thereafter with variations submitted in January 2004 and June 2004; and the Council by its Development Control and Licensing Committee at a meeting held on 8 September 2004 resolved that the First Planning Permission be granted subject to a legal agreement being entered into making provision for various planning obligations, covenants and undertakings.
- (C) On 17 February 2005 the Council, the Secretary of State, LCR, the Zone 1 Developer and TfL entered into the Original Agreement and the Council granted the First Planning Permission.

- (D) On 9 May 2006 LCR and the Zone 1 Developer submitted Principal Application 2 to the Council pursuant to section 73 of the 1990 Act to vary conditions U1, D2, D9 & D10 of the First Planning Permission.
- (E) On 30 March 2006 the London Olympic Games and Paralympic Games Act 2006 (the "**Act**") created a body corporate known as the ODA for the purpose of preparing for the Games. Pursuant to section 4(2)(a) of the Act, the ODA may also acquire land.
- (F) In accordance with section 5(1)(a) and 5(6) of the Act on 9 August 2006 the Secretary of State for Communities and Local Government made the Olympic Delivery Authority (Planning Functions) Order 2006 (2006/2185) (the "**Order**").
- (G) By virtue of the Order on 7 September 2006 the ODA became the local planning authority for the purposes of Part III of the 1990 Act for the area in which the Stratford City Site is situated and has the functions conferred by all of the provisions of the 1990 Act and the Planning (Listed Buildings and Conservation Areas) Act 1990 specified in Part 1 of Schedule 29 to the Local Government, Planning and Land Act 1980. Accordingly the ODA became the appropriate body to determine Principal Application 2 and Principal Application 3 and is the appropriate body to enforce all planning obligations within this Agreement for the purposes of section 106 of the 1990 Act.
- (H) The ODA has put in place internal administration arrangements and structures to assist in performing the functions it carries out pursuant to Recital (E) (as developer and promoter of the Games and as a landowner) and its functions that are carried out as local planning authority pursuant to Recital (G). In this Agreement where the ODA is carrying out the functions of landowner under Recital (E) it is referred to as the "**ODA Landowner**" and when it is carrying out the planning functions under Recital (G) it is referred to as the "**ODA**".
- (I) On 28 November 2006 the ODA resolved to grant planning permission pursuant to Principal Application 2 subject to satisfactory modification of the Original Agreement.
- (J) On 28 February 2007 and thereafter with a variation submitted on 3 September 2007 LCR and the Zone 1 Developer submitted Principal Application 3 to the ODA pursuant to section 73 of the 1990 Act to vary conditions T4, K2 and P11 of the consent granted pursuant to Principal Application 2. The ODA resolved on 13 November 2007 under delegated powers that the Third Planning Permission be granted for the Stratford City Development subject to satisfactory modification of the Original Agreement.
- (K) It was agreed between the Council, the ODA, the Zone 1 Developer, LCR, the Secretary of State and TfL that with the Stratford City Site falling within the jurisdiction of the ODA in respect of Part III of the 1990 Act and within the jurisdiction of the Council in respect of the functions detailed in Recital (L), there was a need to enter into a new planning agreement for the Stratford City Development both to give effect to the terms of the resolution of the ODA for Principal Application 2 and Principal Application 3 herein before recited and to set out the responsibilities of both the ODA and the Council in respect of the Stratford City Site. The Revised Section 106 Agreement was completed on 13 November 2007.
- (L) In negotiating and completing the Revised Section 106 Agreement, the parties thereto acknowledged that whilst the ODA is the local planning authority for the purposes of Part III of the 1990 Act in respect of the Stratford City Site, the Council retains certain functions in respect of the area within which the Stratford City Site is situated, including

functions in respect of highways, community and leisure facilities, social, economic and environmental well-being, housing and education. The parties thereto accordingly agreed that at the date of the Revised Section 106 Agreement it was appropriate for the ODA to nominate the Council as the beneficiary to various covenants, undertakings and obligations given by the developer in the Revised Section 106 Agreement.

- (M) On 29 May 2008, the Zone 1 Developer Implemented the Third Planning Permission.
- (N) TfL is the provider of public transport services and is also the highway authority responsible for certain roads in the vicinity of the Stratford City Site.
- (O)
 - O.1 The Secretary of State is the freehold owner of those parts of the Development Site included within title numbers EGL343654 and EGL343655 but excluding the land transferred by the Step 2 Transfer, as the same are shown for the purpose of identification only coloured green on the plan attached at **Annexure 1c**.
 - O.2 LCR is the freehold owner of those parts of the Development Site transferred by the Step 2 Transfer but excluding the land transferred by the Step 3 Transfer and the Step 4 Transfer, as the same are shown for the purpose of identification only coloured blue on the plan attached at **Annexure 1c**.
 - O.3 LCR has a leasehold interest in that part of the Development Site known as Temple Mills Link Stage Two as shown coloured blue on the first plan attached at **Annexure 1d** and shown in its context within the wider area on the second plan attached at **Annexure 1d**.
 - O.4 SVPH1 and SVPH2 are the freehold owners of those parts of the Development Site transferred by the Step 4 Transfer, as the same are shown for the purpose of identification only coloured pink on the plan attached at **Annexure 1c**.
 - O.5 SVPH1 and SVPH2 have a leasehold interest in those parts of the Development Site known as Bridges 1 and 2 as shown coloured blue on the first and second plans attached at **Annexure 1e** and shown in their context within the wider area on the third plan attached at **Annexure 1e**.
 - O.6 SVPH1 and SVPH2 have a leasehold interest in those parts of the Development Site known as Temple Mills Link Stage One as shown coloured blue on the first plan attached at **Annexure 1f** and shown in its context within the wider area on the second plan attached at **Annexure 1f**.
 - O.7 SVDL has an equitable interest in those parts of the Development Site transferred by the Step 4 Transfer, as the same are shown for the purpose of identification only coloured pink on the plan attached at **Annexure 1c**.
 - O.8 SVDL has an equitable interest in those parts of the Development Site known as Bridges 1 and 2 as shown coloured blue on the first and second plans attached at **Annexure 1e** and shown in their context within the wider area on the third plan attached at **Annexure 1e**.
 - O.9 SVDL has an equitable interest in those parts of the Development Site known as Temple Mills Link Stage One as shown coloured blue on the first plan attached at

Annexure 1f and shown in its context within the wider area on the second plan attached at **Annexure 1f.**

- O.10 ODA Landowner has an equitable interest in that part of the Development Site shown edged red on the plan attached at **Annexure 1g.**
- O.11 ODA Landowner has a leasehold interest in those parts of the Development Site shown edged red on the plan attached at **Annexure 1h.**
- (P) SVPH1, SVPH2 and SVDL are referred to collectively in this Agreement as Stratford Village ("**SV**").
- (Q) The parties to the Revised Section 106 Agreement acknowledged in clause 9.25 of that agreement that the obligations, covenants and undertakings on the part of the Zone 1 Developer (defined as the Developer in that agreement) should be divided to reflect the appointment of a new developer for the Development Site. Accordingly, the parties hereto have agreed to enter into this Agreement in order to record which of those planning obligations, covenants and undertakings contained within the Revised Section 106 Agreement should be the responsibility of LCR and SV.

NOW IT IS HEREBY AGREED and WITNESSED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 General and Specific Definitions

- 1.1.1 In addition to the General Definitions set out below, a series of specific definitions are included in each Part of Schedule 1, and in Schedule 2, Schedule 3 and Schedule 4 giving further defined terms and expressions to facilitate interpretation and unless stated to the contrary the specific definitions in each Part of Schedule 1 and in Schedule 2, Schedule 3 and Schedule 4 shall apply throughout this Agreement where the relevant terms and expressions are used.

- 1.1.2 Where in this Agreement the following defined terms and expressions are used they shall have the following respective meanings unless the context otherwise requires:

"1974 Act" means the Greater London Council (General Powers) Act 1974;

"1990 Act" means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force during the currency of this Agreement and including the Planning and Compulsory Purchase Act 2004;

"Academy" means a Primary School and/or Secondary School established and/or operated as an academy under section 482 of the Education Act 1996 as substituted by the Education Act 2002 with or without a Nursery Facility;

"Adjoining Boroughs" means each of (a) the Council of the London Borough of Hackney, (b) the Council of the London Borough of Tower Hamlets and (c) the Council of the London Borough of Waltham Forest;

"Agreement" means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;

"Angel Lane" means the land forming part of Zone 1 bounded by Great Eastern Road, Angel Lane, Stratford Regional Station and the Great Eastern railway tracks;

"Anticipated Civic Offices Completion Date" means the date the Zones 2-7 Developer informs the ODA is the likely date that the Civic Offices referred to in Part 5 of Schedule 1 will be Completed or any revised date notified to the ODA by the Zones 2-7 Developer pursuant to clause 9.10;

"Anticipated Multi-Use Facilities Completion Date" means the date the Zones 2-7 Developer informs the ODA is the likely date that the Multi-Use Facilities referred to in Part 5 of Schedule 1 will be Completed or any revised date notified to the ODA by the Zones 2-7 Developer pursuant to clause 9.9;

"Anticipated Opening Date" means the date the Zone 1 Developer informs the ODA is the likely date that any retail or leisure floorspace within the Town Centre Extension will be Occupied and opened for trade to the public or any revised date notified to the ODA by the Zone 1 Developer pursuant to clause 9.6 of the Zone 1 Agreement;

"Class" means a use class specified in the Town and Country Planning (Use Classes) Order 1987 which shall be interpreted exclusively by reference to the original provisions of Statutory Instrument 1987 No. 764 whether or not the same may at any time have been revoked or modified;

"Clearing Bank" means a bank in the City of London which is a member of Town Clearing Company Limited and APACS Limited;

"Completion" means, in relation to any works of construction forming part of the Development, the date of issue of a certificate of practical completion of those works by the Zones 2-7 Developer's architect or other designated project consultant and **"Completed"** and cognate expressions shall be construed accordingly;

"Condition" means a condition attached to the Third Planning Permission;

"Council's Area" means the London Borough of Newham's administrative area;

"Council Covenant" means those obligations of the Zones 2-7 Developer benefiting the Council set out in this Agreement;

"DCSF" means the Department for Children, Schools and Families or any successor Government Department in relation to education provision

"Development" means that part of the Stratford City Development which is to be carried out on the Development Site;

"Development Site" means that part of the Stratford City Site known as Zones 2-7 as shown on the plan attached at **Annexure 1b** but excluding those areas within Zones 2-7 where the freehold is owned by the Zone 1 Developer as shown shaded orange on the land ownership plan attached at **Annexure 1c** forming part of the land transferred to the Zone 1 Developer pursuant to the Step 3 Transfer;

"Dispute" means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Agreement or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);

"Earnings Index" means the "Annual Survey of Hours and Earnings for the London Region" published by the Office for National Statistics or any official publication substituted for it;

"Environmental Statement" means the Environmental Statement comprised of 19 Volumes submitted in support of the Principal Application, including a Non Technical Summary, prepared in accordance with the Town and Country Planning (Environmental Impact Assessment) (England and Wales) Regulations 1999 submitted with and in support of the Principal Application, as supplemented by further environmental information submitted prior to the grant of the First Planning Permission;

"Estate Management Company" means an estate management company or companies intended to be established by the Zones 2-7 Developer to manage the Development Site or relevant parts in accordance with the principles set out in the estate management strategy submitted in support of the Principal Application and the Estate Management Framework;

"Estate Management Framework" means the Stratford City Site Wide Strategy of that name approved pursuant to Condition C1 so far as it applies to Zones 2-7 and as amended from time to time by the ODA and the Zones 2-7 Developer pursuant to paragraph 14.1 of Schedule 1;

"Existing Town Centre" means the existing Stratford town centre lying to the south-east of the Development Site and to the east of Stratford Regional Station as more particularly defined on the Proposals Map forming part of the Newham UDP;

"Expert" means an independent person appointed in accordance with the provisions of clause 10 to determine a dispute;

"First Planning Permission" means the planning permission in respect of the Principal Application granted on 17 February 2005;

"Games" means the Olympic Games and Paralympic Games;

"Games Phase" means a period commencing with the first test or rehearsal event for the Games and ending with the formal closing ceremony for the Paralympic Games;

"GLA" means the Greater London Authority or any successor body for the time being having or being entitled to exercise the powers now conferred on it by the Greater London Authority Act 1999;

"Gross External Area" shall have the same meaning as is defined in the Royal Institution of Chartered Surveyors Code of Measuring Practice, A Guide for Surveyors and Valuers, 5th Edition (2004) as the same may be varied from time to time;

"Highway Works Applications" means the five separate planning applications each dated **28 April 2003** which were submitted along with the Principal Application, seeking consent for highway and traffic improvements which would result from and be required by the Stratford City Development as follows:

- (a) **Highway Works Application One** submitted to the Council (Ref No **P/03/0660**) which relates to the introduction of new eastern access roads into the Stratford City Site, at Leyton Road (part), Henrietta Street, Alma Street (part), Temple Mill Lane (part), Clays Lane, and Chobham Road, E15 and granted full planning permission on 17 February 2005;
- (b) **Highway Works Application Two** also submitted to the Council (Ref No **P/03/0659**) which relates to highway works to Warton Road, Carpenters Road, the junction of Stratford High Street/Warton Road and Rick Roberts Way and granted full planning permission on 17 February 2005;
- (c) **Highway Works Application Three** submitted to the London Borough of Waltham Forest (Ref No **2003/0640**) which relates to highway works to Temple Mills Lane and Ruckholt Road and granted full planning permission on 30 November 2004; and
- (d) **Highway Works Application Four** submitted to the London Borough of Hackney (Ref No **2003/0759**) which relates to highway works to Waterden Road to provide carriageway improvements between Lea Interchange and Lea Valley railway line, to include demolition of buildings, highway improvements to Lea Interchange and Ruckholt Road/Eastway, construction of dualled spur road into the Stratford City Site and to include part construction of a highway bridge and associated landscaping; and
- (e) **Highway Works Application Five** submitted to the London Borough of Tower Hamlets (Ref No **PA/03/00662**) which relates to construction of a Link Road approximately 100 metres long between Waterden Road and Carpenters Road, to include demolition of two buildings, formation of embankments, landscaping modifications to existing highway and introduction of traffic signal works, on land between the southern end of Waterden Road and Carpenters Road, E15 and granted full planning permission on 14 June 2004,

together with any planning application(s) for such alternative highway works that would perform reasonably equivalent functions in substantially similar locations to the works described in paragraphs (a) to (e) of this definition;

"HS1" means the high speed rail link between the Channel Tunnel portal and London St Pancras Station (formerly known as the "Channel Tunnel Rail Link") constructed pursuant to the Channel Tunnel Rail Link Act 1996;

"HS1 Box" means that part of the concrete box containing HS1 that is within the boundaries of the Stratford City Site as shaded purple and labelled **"Stratford Box"** on the plan attached at **Annexure 3**;

"Implementation" means the carrying out of a material operation as defined in section 56(4) of the 1990 Act which is not a Preparatory Operation and the words **"Implement"** and **"Implemented"** and cognate expressions shall be construed accordingly;

"Implementation Date" means 29 May 2008, being the date upon which the Third Planning Permission was Implemented;

"Index" means:

- (a) the Tender Price Index in respect of the Affordable Housing Price, the Base Cost and the Commuted Sum (as defined in Part 4 of Schedule 1) and the Education Contribution (as defined in Part 7 of Schedule 1);
- (b) the Earnings Index in respect of Households on Intermediate Incomes, Households on Lower Intermediate Incomes and Households on Upper Intermediate Incomes (as defined in Part 4 of Schedule 1) and in respect of the gross incomes referred to in sub-paragraph (c) of the definition of Qualifying Offer (as defined in Part 4 of Schedule 1); and

in all other cases, the Retail Prices Index;

"Indexed" means in relation to any sum that it is to be increased in accordance with clause 9.15;

"LCR Land" means those parts of the Development Site in which LCR has a freehold or leasehold interest (as referred to in Recitals O.2 and O.3) on the date of this Agreement;

"Legacy Transformation Development" means development in the nature of that authorised to be carried out after the Games but before 31 December 2014 as described under the heading "Legacy Transformation Phase" within the body of the Olympic Consents;

"London Plan" means the Spatial Development Strategy for Greater London published by the GLA in February 2004 or such replacement plan from time to time in force;

"Mayor of London" means the Mayor of London for the time being having the powers conferred upon that person by the Greater London Authority Act 1999;

"Multi-Use Facilities Completion Date" means the date upon which the Multi-Use Facilities referred to in Part 5 of Schedule 1 are Completed in accordance with paragraph 5.3.1 of Schedule 1;

"Newham UDP" means the London Borough of Newham Unitary Development Plan (adopted June 2001) together with any development plan documents covering the Council's Area and adopted pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004;

"Occupy" and **"Occupation"** means beneficial occupation of a building (other than the CCHP Plant and any other Utility Building) for any purpose for which planning permission (other than a temporary planning permission) has been granted by the ODA, but not including occupation specifically for the Games

during the Olympic Construction Phase and Games Phase, nor occupation by personnel engaged in construction, fitting out, finishing or decoration, nor occupation for marketing, estate management, show suites or letting purposes, nor occupation in relation to site and building security operations or by a Utility Undertaker and cognate expressions shall be construed accordingly;

"Olympic Construction Phase" means a period commencing on the implementation of the Olympic Consents and ending with the commencement of the Games Phase;

"Olympic Consents" means the planning permissions granted pursuant to:

- (a) the Olympic and Legacy Transformation Planning Application for development in connection with the Games and its legacy preparation submitted to the ODA on 5 February 2007 and given reference number 07/90010/OU MODA; and
- (b) the Site Preparation Planning Application comprising works and uses of land to facilitate the development of the Games and its legacy transformation submitted to the ODA on 5 February 2007 and given reference number 07/90011/FU MODA;

"Olympic Games" means the international sporting event known as the Olympic Games to be held in London in 2012 and scheduled to start with a formal opening ceremony on 27 July 2012 and end with a formal closing ceremony on 12 August 2012;

"Open Space Strategy" means the document of that name submitted by the Zone 1 Developer to the Council on 16 April 2004 so far as it applies to Zones 2-7 and as amended from time to time by the ODA and the Zones 2-7 Developer pursuant to paragraph 14.1 of Schedule 1;

"Opening Date" means the date any retail or leisure floorspace in Zone 1 (except Angel Lane) is opened for trade with the public;

"Original Agreement" means the agreement dated 17 February 2005 made pursuant to section 106 and section 299A of the 1990 Act and other powers between (1) the Council (2) The Secretary of State (3) LCR (4) the Zone 1 Developer and (5) TfL;

"Panel Administrator" means an independent person co-located with the ODA at the ODA's offices at 11 Burford Road, London, E15 2ST appointed by the Zone 1 Developer and the Zones 2-7 Developer pursuant to clause 9.27 to provide general administrative support to the following:

- (a) the Chair of STIG appointed pursuant to the STIG Operating Procedures;
- (b) the Transport Co-ordinator appointed pursuant to the STPG Operating Procedures;
- (c) the Chair of the Panel appointed pursuant to the DRP Operating Procedures;

- (d) the Chair of the Panel appointed pursuant to the ERP Operating Procedures; and
- (e) the Chair of the Group appointed pursuant to the CAG Operating Procedures,

such administrative support to include (for example) the preparation of agendas for meetings, sending out invitations to and background papers for meetings and the production of written summaries of the views expressed at meetings;

"Paralympic Games" means the international sporting event known as the Paralympic Games to be held in London in 2012 and scheduled to start with a formal opening ceremony on 29 August 2012 and end with a formal closing ceremony on 9 September 2012;

"Parameter Plans" means the eleven drawings listed below (or such further revisions thereto agreed by the ODA in accordance with Condition D9 of the Third Planning Permission) and annexed hereto at **Annexure 2** namely:

- (a) **Parameter Plan 1** entitled Post Channel Tunnel Rail Link (CTRL) Land Form (drawing no. 118718/P-98-001 Rev A);
- (b) **Parameter Plan 2** entitled Post Channel Tunnel Rail Link (CTRL) (drawing no. 118718/P-98-002 Rev A);
- (c) **Parameter Plan 3** entitled Stratford City Land Profiles (drawing no. 118718/P/98/003 Rev D);
- (d) **Parameter Plan 4** entitled Development Zones (drawing no. 118718/P-98-004 Rev B);
- (e) **Parameter Plan 5** entitled Open Space (drawing no. 118718/P-98-005 Rev J);
- (f) **Parameter Plan 6** entitled Access and Circulation (drawing no. 118718/P-98-006 Rev I);
- (g) **Parameter Plan 7** entitled Development Heights (drawing no. 118718/P-98-007 Rev F);
- (h) **Parameter Plan 8** entitled Utilities Plan -On-site (drawing no. 118718/P-98-008 Rev C);
- (i) **Parameter Plan 9** entitled Utilities Plan - Off-site (drawing no. 118718/p-98-009 Rev C);
- (j) **Parameter Plan 10** entitled Town centre link (drawing no. 118718/P-98-0010 Rev D); and
- (k) **Parameter Plan 11** entitled Composite Drawing (drawing no. 118718/p-98-011 Rev K);

"Plan(s)" means the plan(s) annexed hereto and if numbered plans are annexed any reference to a numbered plan is to the attached plan or plans so numbered;

"Playing Fields" means the land marked area 6 on the Part 8 Plan at **Annexure 14** comprising an area of not less than **2.59 hectares** to include the North MUGA and an all-weather playing surface and to be designed and constructed to appropriate standards in accordance with Sport England and DCSF guidance and so as to provide a range of summer and winter sports as agreed between the Council, Education Provider and the Zones 2-7 Developer in accordance with paragraph 8.12 of Schedule 1;

"Playing Fields Application" means the planning application dated 10 December 2008 submitted to the ODA (Application Ref No 08/90358/FULODA) seeking permission in respect of the Playing Fields together with floodlighting, changing facilities and car parking or such other planning application(s) that may be submitted to the ODA for reasonably equivalent development;

"Playing Fields Consent" means such detailed planning permission as may be granted by the ODA pursuant to the Playing Fields Application;

"Preparatory Operation" means an operation or item of work of or directly connected with or ancillary to archaeological investigation or remediation works associated with decontamination, exploratory boreholes, demolition site clearance and excavation and/or site preparation site reclamation and site remediation works, preliminary landscaping diversion, major site infrastructure improvements limited to works to underground the overhead powerlines and/or the introduction of new service tunnel(s), the erection of fences and hoardings and construction of temporary access and service roads, and site establishment (including the works associated with HS1) preparatory to the commencement of construction, including any operations permitted by Part 2 of Schedule 2 or Class A of Part 4 of Schedule 2 or Part 31 of Schedule 2 to the Town and Country Planning (General Permitted Development) Order 1995;

"Principal Application" means the application for outline planning permission in respect of the Stratford City Site to carry out the Stratford City Development, submitted to the Council on **28 April 2003** as revised by substituted and additional drawings and material and given the reference Application No P/03/0607;

"Principal Application 2" means the application submitted by LCR and the Zone 1 Developer pursuant to section 73 of the 1990 Act to vary conditions U1, D2, D9 and D10 of the First Planning Permission and given reference number 06/90017/VARODA by the ODA;

"Principal Application 3" means the application submitted by LCR and the Zone 1 Developer pursuant to section 73 of the 1990 Act to vary conditions T4, K2 and P11 of the consent granted pursuant to Principal Application 2 as amended on 3 September 2007 and given reference number 07/90023/VARODA by the ODA;

"Reasonable Endeavours" means that it is agreed by the parties hereto 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 Agreement 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 Zones 2-7 Developer and LCR, of a competent commercial developer in the context of the Development; in the case of the ODA, of a competent local planning authority acting reasonably in the context of its statutory functions; in the case of the Council, of a competent local authority acting reasonably in the context of its statutory functions; and, in the case of TfL, of a competent publicly funded body acting reasonably in the context of its statutory functions;

"Reserved Matters" means those matters to be submitted to the ODA for approval pursuant to Condition B1 of the Third Planning Permission;

"Residential Units" shall have the meaning assigned in Part 4 of Schedule 1;

"Retail Prices Index" means the index of retail prices **"All Prices"** published by the Office for National Statistics or any official publication substituted for it;

"Revised Section 106 Agreement" means the agreement dated 13 November 2007 pursuant to section 106 of the 1990 Act and other powers and made between the Olympic Delivery Authority, the Council, the Secretary of State, LCR, the Zone 1 Developer and TfL as varied by a modification agreement dated 19 May 2008 and made between the Olympic Delivery Authority, the Council, the Secretary of State, LCR and the Zone 1 Developer;

"School Hours" means between the hours of 0800 and 1800 hours on weekdays and 0900 and 1300 hours on Saturdays (or such other hours as the Council may determine by notice served on the Zones 2-7 Developer to give effect to applicable statutory obligations in relation to the delivery of education services and such ancillary services as may from time to time be provided) save where such hours would affect the hours of provision or use of facilities by the Academy in which case the hours shall be as determined by the operator of the Academy acting reasonably and communicated by notice in writing to the Council and the ODA following consultation in respect of such hours with such parties;

"Second Planning Permission" means the planning permission granted by the ODA in respect of Principal Application 2;

"Secretary of State for Communities and Local Government" means the Secretary of State for Communities and Local Government or such other Minister of Her Majesty's Government for the time being having or being entitled to exercise the powers conferred on her by the 1990 Act;

"Site Wide Housing Strategy" means the Stratford City Site Wide Strategy of that name approved pursuant to Condition C1 so far as it applies to Zones 2-7 and as amended from time to time by the ODA and the Zones 2-7 Developer pursuant to paragraphs 4.12.2 and/or 14.1 of Schedule 1.

"Step 2 Transfer" means the transfer dated 16 July 2008 between (1) the Secretary of State and (2) LCR of the land shown edged red on the plan attached at **Annexure 1j**;

"Step 3 Transfer" means the transfer dated 16 July 2008 between (1) LCR and (2) the Zone 1 Developer of the land shown edged red on the plan attached at **Annexure 1k**;

"Step 4 Transfer" means the transfer dated 16 July 2008 between (1) LCR and (2) SVPH1 and SVPH2 of the land shown edged red on the plan attached at **Annexure 1m**;

"Stratford City Development" means the comprehensive mixed use development on the Stratford City Site to provide B1 offices, residential, retail development in the full range of A1, A2 and A3 uses, commercial leisure uses, hotels and conference facilities, community, health and education facilities, open space, landscaping, water features, parking, transport interchanges, associated infrastructure and a town centre link pursuant to the Third Planning Permission, the Highway Works Applications and the Playing Fields Consent;

"Stratford City Site" means the land comprising **73 hectares** or thereabouts which is the subject of the Third Planning Permission consisting of the area known as Stratford Rail Lands, London, E15, part bounded by parts of each of the following features namely: the River Lea, the Channelsea River, the former Eastway Cycle Circuit, Clays Lane, Temple Mill Lane, land at the rear of Henrietta Street and Thornham Grove, the Lee Valley Railway Line, Stratford Regional Train Station, the Great Eastern/East London/Central Line rail corridor and Carpenters Road, Stratford, all as shown by way of identification only edged in red on the Stratford City Site Plan;

"Stratford City Site Plan" means drawing reference number AA-39097/P-98-012 Revision A as attached at **Annexure 1a**;

"Stratford City Site Wide Strategy" means the strategies approved pursuant to Condition C1 so far as they apply to Zones 2-7 and as amended from time to time by the ODA and the Zones 2-7 Developer pursuant to paragraph 14.1 of Schedule 1;

"Stratford International Station" means the railway station located within the Stratford City Site serving international train services between London and continental Europe;

"Stratford Regional Station" means the railway station located to the south-east of the Stratford City Site serving as a transport interchange linking the London Underground Central Line and Jubilee Line and on the Network Rail mainline between Liverpool Street and Stansted Airport Essex and beyond;

"Sustainable Design Manual" means the Stratford City Site Wide Strategy of that name approved pursuant to Condition C1 so far as it applies to Zones 2-7 and as amended from time to time by the ODA and the Zones 2-7 Developer pursuant to paragraph 14.1 of Schedule 1.

"SV" means SVPH1, SVPH2 and SVDL individually and/or collectively;

"SV Land" means those parts of the Development Site in which SVPH1 and SVPH2 have a freehold or leasehold interest (as referred to in Recitals O.4, O.5

and O.6) and in which SVDL has an equitable interest (as referred to in Recitals O.7, O.8 and O.9) on the date of this Agreement;

"Tender Price Index" means the *Tender Price Index for the Greater London Region* published by Davis Langdon or if the same shall cease to be published such alternative construction related index agreed by the ODA, TfL and the Zones 2-7 Developer;

"TfL Covenant" means those obligations of the Zones 2-7 Developer benefiting TfL set out in Part 1 and Part 2 of Schedule 1;

"Third Planning Permission" means the planning permission granted by the ODA in respect of Principal Application 3 which is contained in **Annexure 5** to this Agreement;

"Town Centre Extension" means the extension of the Existing Town Centre proposed to be constructed in Zone 1 as part of the Stratford City Development;

"Town Centre Extension Completion Date" means the date upon which the Town Centre Extension is Completed;

"Utility Building" means a building or structure occupied or used or to be occupied or used solely by a Utility Undertaker or, where part of a building or structure is occupied or used by a Utility Undertaker, the part of the building or structure so occupied or used by the Utility Undertaker;

"Utility Undertaker" means any provider of gas, electricity, energy, water, sewerage, heating, cooling or telecommunications services occupying premises within the Development Site for the purpose of supplying any one or more of those services to any member of the public or any occupier of premises within the Development Site;

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);

"Working Day" means any day (apart from Saturday, Sunday, Christmas Day, Good Friday, and any statutory bank holiday or other day during the Christmas period on which the Council's and the ODA's offices are closed to the public) on which Clearing Banks in England are open for the transaction of ordinary business;

"Zonal Masterplan" means a masterplan in respect of any of Zones 2 to 7 submitted to the ODA for its approval pursuant to Condition A1 (and as the same may be amended from time to time);

"Zone" means (subject to clause 1.2.11) any one or more of the seven development zones as identified on Parameter Plan 4;

"Zone 1 Agreement" means the agreement of the same date as this Agreement made pursuant to section 106 of the 1990 Act and other powers and made between the ODA, the Council, the Secretary of State, LCR, the Zone 1 Developer and TfL;

"Zone 1 Developer" means Stratford City Developments Limited (company number 04261851) whose registered office is at 6th floor, Midcity Place, 71 High Holborn, London, WC1V 6EA;

"Zone 1 Estate Management Company" means an estate management company or companies intended to be established by the Zone 1 Developer to manage Zone 1 or relevant parts in accordance with the principles set out in the estate management strategy submitted in support of the Principal Application and the Estate Management Framework;

"Zones 2-7 Commencement Date" means 2 June 2008, being the first date upon which a material operation as defined in section 56(4) of the 1990 Act was carried out on the Development Site pursuant to the Third Planning Permission which was not a Preparatory Operation; and

"Zones 2-7 Developer" means:

- (a) LCR in relation to the LCR Land; and
- (b) SV in relation to the SV Land.

1.2 Interpretation

Unless the context otherwise requires:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.3 references to ODA, LCR, SV, TfL, the Secretary of State, the Zone 1 Developer and the Council shall include their respective statutory successors or successors in title to their respective interests in the Stratford City Site and persons deriving title therefrom (except where the contrary is expressly provided) and permitted assigns;
- 1.2.4 references to clauses, sub-clauses, paragraph numbers, recitals, Schedules and plans are unless otherwise stated references to clauses, sub-clauses, paragraph numbers and recitals of and Schedules to this Agreement and in the case of plans, plans annexed to this Agreement, and references to any Part are unless otherwise stated references to the relevant Part of Schedule 1 to this Agreement;
- 1.2.5 words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction;
- 1.2.6 references in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;

- 1.2.7 if any provision of this Agreement shall be held to be invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected impaired or called into question;
- 1.2.8 save in respect of the Third Planning Permission, in the event of any conflict between the terms conditions and provisions of this Agreement and any document annexed hereto or referred to herein, the terms conditions and provisions of this Agreement will prevail;
- 1.2.9 unless otherwise specifically provided for in the Agreement, any reference to floorspace or areas of accommodation relating to any building or proposed use in Schedule 1 or in Schedule 2 is a reference to Gross External Area;
- 1.2.10 references to "the parties" shall mean the parties to this Agreement and reference to "party" shall mean any one of the parties;
- 1.2.11 references in this Agreement to a Zone without a specific number shall not refer to Zone 1; and
- 1.2.12 the Interpretation Act 1978 shall apply to this Agreement.
- 1.3 The clause and paragraph headings and the recitals to individual Parts of Schedule 1 are purely to aid interpretation, are for reference purposes only, and have no binding legal effect.

2. GOVERNING LEGAL PROVISIONS

- 2.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to section 106 of the 1990 Act, section 5 of the Act, section 16 of the 1974 Act, section 111 of the Local Government Act 1972, section 156 and Schedules 10 and 11 of the Greater London Authority Act 1999, section 2 of the Local Government Act 2000 and all other powers them enabling.
- 2.2 The obligations, covenants and undertakings in this Agreement expressed to be given on the part of the Zones 2-7 Developer are not obligations, covenants and undertakings that are binding on any part of the ODA Landowner's leasehold or equitable interest in the Development Site (as referred to in Recitals O.10 and O.11).
- 2.3 Not used.
- 2.4 The obligations, covenants and undertakings on the part of the Secretary of State in this Agreement in relation to his freehold interest in the parts of the Development Site vested in him are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and/or are covenants or undertakings in pursuance of section 16 of the 1974 Act and whilst the parties agree that such planning obligations and/or covenants or undertakings on the part of the Secretary of State shall not be enforceable against the Secretary of State, the obligations and undertakings in this Agreement expressed to be given on the part of the Zones 2-7 Developer shall be taken to be obligations and undertakings which are binding on the Secretary of State's freehold interest as if such obligations and undertakings were given by the Secretary of State and (subject to clauses 2.9 and 2.10) such obligations and undertakings shall remain binding upon any successors in title to or assigns of the Secretary of State and/or any person claiming through or under

him an interest in the Development Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Development Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by him.

- 2.5 The obligations, covenants and undertakings on the part of SV in this Agreement are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and/or are covenants or undertakings in pursuance of section 16 of the 1974 Act and so as to bind the SV Land and subject to clauses 2.9 and 2.10, the said obligations, covenants and undertakings on the part of SV are entered into with the intent that they shall be enforceable not only against SV but also against any successors in title to or assigns of SV and/or any person claiming through or under it an interest or estate in the SV Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the SV Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.6 The obligations, covenants and undertakings on the part of LCR in this Agreement are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and/or are covenants or undertakings in pursuance of section 16 of the 1974 Act and so as to bind the LCR Land and (subject to clauses 2.9 and 2.10 and paragraph 3.1 of Schedule 8) such planning obligations and/or covenants and undertakings on the part of LCR are entered into with the intent that they shall be enforceable not only against LCR but also against any successors in title to or assigns of LCR and/or any person claiming through or under it an interest or estate in the LCR Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the LCR Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.7 The planning obligations contained in this Agreement shall be enforceable by the ODA against SV in relation to the SV Land and against LCR in relation to the LCR Land in accordance with the terms of section 106 of the 1990 Act.
- 2.8 So far as the obligations, covenants and undertakings in this Agreement are given by or to the Council or by or to TfL then the same are entered into pursuant to the relevant powers referred to in clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the Council and by or against TfL (as applicable).
- 2.9 This Agreement shall not be enforceable directly against individual occupiers or individual occupational tenants in each case of individual units at the Development constructed pursuant to the Third Planning Permission or individual occupiers or individual occupational tenants of the area occupied by the Playing Fields pursuant to the Playing Fields Consent.
- 2.10 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Development Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Development Site or part thereof to which such obligation relates.

3. AGREEMENT TO BE CONDITIONAL

Not used.

4. FURTHER PLANNING PERMISSIONS

4.1 Nothing in this Agreement shall be construed as prohibiting or limiting the rights of SV and LCR to develop any part of the Development Site in accordance with and to the extent permitted by a planning permission (other than the Third Planning Permission, the permissions granted pursuant to the Highway Works Applications and the Playing Fields Consent) granted by the ODA or by the Secretary of State for Communities and Local Government on appeal or following a reference to her either before or after the date of this Agreement.

4.2 Not used.

5. LCR'S AND SV'S OBLIGATIONS

5.1 LCR on behalf of itself and its successors in title to the LCR Land covenants with the ODA and, in respect of any Council Covenant, separately with the Council and, in respect of any TfL Covenant, separately with TfL, that:

5.1.1 it will perform the obligations on the part of the Zones 2-7 Developer specified in Schedule 1 but only so far as they relate to the LCR Land **PROVIDED THAT** in relation to the requirement by the Council or by the ODA or by TfL (as the case may be) to repay any sums pursuant to Schedule 3 and Schedule 4, repayment shall be made to whichever of LCR or SV made the original payment to the Council or to the ODA or to TfL (as the case may be);

5.1.2 it will perform the obligations on the part of LCR specified in Schedule 8;

5.1.3 in the event that the Secretary of State disposes of any part of its interest in the Development Site (as referred to in Recital O.1) to LCR, LCR shall contemporaneously with such disposal enter into a deed with the Council pursuant to section 16 of the 1974 Act in the form attached at **Annexure 22** binding such legal interest with the obligations herein on the part of LCR and expressed to be given to the Council pursuant to the said section 16;

5.1.4 in the event that the ODA Landowner disposes of any part of its interest in the Development Site (as referred to in Recitals O.10 and O.11) to LCR, LCR shall contemporaneously with any such disposal enter into a deed with the ODA, the Council, TfL and the Secretary of State pursuant to section 106 of the 1990 Act and section 16 of the 1974 Act in the form attached at **Annexure 22** binding such interest with the obligations herein on the part of LCR and expressed to be given to the ODA pursuant to section 106 of the 1990 Act and to the Council pursuant to the said section 16; and

5.1.5 in the event that LCR disposes of the whole of its interest in the LCR Land to a third party and at the date of such disposal LCR has provided an LCR Bond pursuant to Schedule 8, LCR shall contemporaneously with such disposal ensure that such third party provides a replacement bond on equivalent terms (but recognising the extent to which any obligations shall have been performed up to that date) as the LCR Bond **UNLESS** one or more of the criteria specified in

clause 5.6 are satisfied in relation to such third party and evidence of the same has been provided to the ODA and the Council.

- 5.2 SVDL, SVPH1 and SVPH2 on behalf of themselves and their successors in title to the SV Land covenant with the ODA and, in respect of any Council Covenant, separately with the Council and, in respect of any TfL Covenant, separately with TfL, that:
- 5.2.1 they will jointly and severally perform the obligations on the part of the Zones 2-7 Developer specified in Schedule 1 in so far as they relate to the SV Land and including paragraph 1.23 of Schedule 1 **PROVIDED THAT** in relation to the requirement by the Council or by the ODA or by TfL (as the case may be) to repay any sums pursuant to Schedule 3 and Schedule 4, repayment shall be made to whichever of LCR or SV made the original payment to the Council or to the ODA or to TfL (as the case may be);
 - 5.2.2 they will perform the obligations on the part of SV specified in Schedule 8;
 - 5.2.3 in the event that the Secretary of State disposes of any part of its legal interest in the Development Site (as referred to in Recital O.1) to SV, SV shall contemporaneously with such disposal enter into a deed with the Council pursuant to section 16 of the 1974 Act in the form attached at **Annexure 22** binding such legal interest with the obligations herein on the part of SV and expressed to be given to the Council pursuant to the said section 16;
 - 5.2.4 in the event that the ODA Landowner disposes of any part of its interest in the Development Site (as referred to in Recitals O.10 and O.11) to SV, SV shall contemporaneously with any such disposal enter into a deed with the ODA, the Council, TfL and the Secretary of State pursuant to section 106 of the 1990 Act and section 16 of the 1974 Act in the form attached at **Annexure 22** binding such interest with the obligations herein on the part of SV and expressed to be given to the ODA pursuant to section 106 of the 1990 Act and to the Council pursuant to the said section 16; and
 - 5.2.5 in the event that SV disposes of the whole of its interest in the SV Land to a third party and at the date of such disposal SV has provided an SV Bond pursuant to Schedule 8, SV shall contemporaneously with such disposal ensure that such third party provides a replacement bond on equivalent terms (but recognising the extent to which any obligations shall have been performed up to that date) as the SV Bond **UNLESS** one or more of the criteria specified in clause 5.6 are satisfied in relation to such third party and evidence of the same has been provided to the ODA and the Council.
- 5.3 The parties agree to the terms set out in Schedule 2 governing the provisions relating to leasehold interests to be granted in respect of accommodation that is the subject of any of the obligations set out in Schedule 1 where it is stated that the terms set out in the said Schedule 2 shall apply.
- 5.4 The parties agree to enter into such deeds as contemplated by clauses 5.1.3, 5.1.4, 5.2.3 and 5.2.4 as shall be necessary to give effect to those clauses.
- 5.5 The parties agree that LCR and SV shall not be jointly liable in relation to any obligations under this Agreement and that their covenants are given severally in relation to the LCR Land and the SV Land respectively.

5.6 The criteria referred to in clauses 5.1.5 and 5.2.5 are as follows (and the terms used in this clause 5.6 are defined in Schedule 8 where they are not defined in clause 1):

- (A) the relevant third party is an Acceptable Company or a Holding Company of the relevant third party is an Acceptable Company and such Holding Company provides a guarantee of the LCR Bond Obligations or the SV Bond Obligations to be replaced (but recognising the extent to which any obligations shall have been performed up to that date) to the ODA and/or the Council (as applicable) in a form reasonably acceptable to the ODA and/or the Council (as applicable); or
- (B) the relevant third party or a Holding Company of the relevant third party has a Tangible Net Worth of at least four times the value of the LCR Bond Obligations or the SV Bond Obligations to be replaced (but recognising the extent to which any obligations shall have been performed up to that date); or
- (C) in the opinion of the Specialist Accountant there are sufficient express UK Government written commitments or guarantees to provide a reasonable degree of certainty to the ODA and/or the Council (as applicable) that the LCR Bond Obligations or the SV Bond Obligations to be replaced (but recognising the extent to which any obligations shall have been performed up to that date) will be fully performed within the relevant timescales specified in this Agreement; or
- (D) a replacement bond cannot be obtained or is not accessible in the bond market at a reasonable cost to the relevant third party being no more than 2% of the amount secured by the relevant LCR Bond or SV Bond (as applicable) **AND PROVIDED THAT** the relevant third party shall within 30 Working Days of the relevant disposal provide such evidence as is reasonably required by the ODA and/or the Council (as applicable) that this sub-clause (D) applies.

6. COUNCIL'S AND THE ODA'S AND THE SECRETARY OF STATE'S OBLIGATIONS

- 6.1 The Council and the ODA hereby covenant with each of the Secretary of State, LCR and SV and in respect of any TfL Covenant, with TfL and with the respective successors in title of each of them that the Council and the ODA will comply with the obligations on their respective parts in Schedule 1, Schedule 3 and Schedule 8.
- 6.2 In the event that the ODA Landowner disposes of any part of its interest in the Development Site (as referred to in Recitals O.10 and O.11) to a third party, the ODA Landowner hereby covenants that it shall ensure that contemporaneously with such disposal the third party enters into a deed with the parties to this Agreement pursuant to section 106 of the 1990 Act and section 16 of the 1974 Act in the form attached at **Annexure 22** binding such interest with the obligations herein on the part of the Zones 2-7 Developer and expressed to be given to the ODA pursuant to section 106 of the 1990 Act and to the Council pursuant to the said section 16.
- 6.3 In the event that the Secretary of State disposes of any part of his interest in the Development Site to a third party the Secretary of State hereby covenants that he shall ensure that contemporaneously with such disposal the third party enters into a deed with the Council pursuant to section 16 of the 1974 Act in the form attached at **Annexure 22** binding such legal interest with the obligations herein on the part of the Zones 2-7 Developer and expressed to be given to the Council pursuant to the said section 16 and

such deed to also include TfL as a party so that any TfL Covenants contained within this Agreement are enforceable by and against TfL.

- 6.4 The parties agree to enter into such deeds as contemplated by clauses 6.2 and 6.3 as shall be necessary to give effect to that clause.

7. TFL'S OBLIGATIONS

- 7.1 TfL hereby covenants with each of the Council, the ODA, the Secretary of State, LCR and SV and with the respective successors in title of each of them that TfL will comply with the obligations on its part in Schedule 1 and Schedule 4.
- 7.2 TfL's approval or consent for any modification or variation of this Agreement, shall only be required in respect of any modification or variation of a TfL Covenant.

8. RELEASE AND CERTIFICATES OF COMPLIANCE

- 8.1 The Secretary of State, LCR and SV will, upon disposing of the whole or any part of their respective interests in the Development Site, be released from all obligations, undertakings and covenants under this Agreement in relation to that interest or the relevant part thereof (as the case may be) but without prejudice to the rights of the ODA in relation to any antecedent breach of those obligations or covenants.
- 8.2 The ODA hereby covenants with each of the Secretary of State, LCR, SV and in respect of any TfL Covenant with TfL, that it will upon reasonable request from any such party (and if satisfied as to such compliance having first consulted the Council and subject to payment of the ODA's reasonable and proper professional costs and charges in connection with certification) certify compliance or partial compliance (as and if appropriate) with the provisions of this Agreement and if so requested by any such party will (as and if appropriate) execute a deed of release or partial release from the relevant provision(s) of this Agreement and apply to the Council for a note thereof to be registered on the Register of Local Land Charges maintained by the Council.
- 8.3 Where the ODA is obliged to execute a deed of release or partial release pursuant to clause 8.2, the other parties to this Agreement shall enter into such deed to the extent necessary to effect the release or partial release.
- 8.4 The ODA hereby covenants that it will upon the reasonable request of any occupier or occupational tenant in each case of individual units at the Development promptly confirm that obligations in this Agreement which are not intended to bind or apply to that occupier or occupational tenant are not binding on or applicable to such occupier or occupational tenant.
- 8.5 The ODA hereby covenants that it will upon the reasonable request of any mortgagee, chargee or receiver of or on any part or parts of the Development Site promptly confirm that the obligations in this Agreement are only intended to bind or apply to that mortgagee, chargee or receiver (as applicable) in the circumstances referred to in clause 2.10.

9. MISCELLANEOUS PROVISIONS

9.1 ODA's legal costs

SV agrees that it will pay the ODA's outstanding reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the ODA in relation to the negotiation and completion of this Agreement) up to a maximum of **£19,328.25** exclusive of disbursements and VAT within 14 days of receiving an invoice in relation to the same.

9.2 TfL's legal costs

SV agrees that it will pay TfL's outstanding reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by TfL in relation to the negotiation and completion of this Agreement) up to a maximum of **£7,500** exclusive of VAT and shall pay TfL's reasonable internal officer costs properly incurred in the negotiation and completion of this Agreement up to a maximum of **£2,500** exclusive of VAT within 14 days of receiving an invoice in relation to the same.

9.3 Council's legal costs

SV agrees that it will pay the Council's outstanding reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council in relation to the negotiation and completion of this Agreement) up to a maximum of **£21,000** exclusive of VAT within 14 days of receiving an invoice in relation to the same.

9.4 Zone 1 Developer to give advance notice of Town Centre Extension Completion

9.4.1 Not used.

9.4.2 Not used.

9.4.3 Not used.

9.5 Zones 2-7 Developer not to Implement the First Planning Permission or the Second Planning Permission

The Zones 2-7 Developer shall not carry out any works so as to Implement the First Planning Permission or the Second Planning Permission nor carry out any further works pursuant to the First Planning Permission or the Second Planning Permission.

9.6 Zone 1 Developer to give advance notice of the Opening Date

9.6.1 Not used.

9.6.2 Not used.

9.6.3 Not used.

9.7 Zone 1 Developer to give advance notice of submission of the Zonal Masterplan for Zone 1

9.7.1 Not used.

9.7.2 Not used.

9.8 Zone 1 Developer to give advance notice of Submission of the Sustainable Design Manual

9.8.1 Not used.

9.8.2 Not used.

9.9 Zones 2-7 Developer to give advance notice of Completion of Multi-Use Facilities

The Zones 2-7 Developer shall notify the ODA in writing:

9.9.1 prior to commencement of construction of the Multi-Use Facilities referred to in Part 5 of Schedule 1 as to the date upon which the Multi-Use Facilities are expected to be Completed;

9.9.2 the date 12 months prior to the Anticipated Multi-Use Facilities Completion Date; and

9.9.3 as soon as practicable of any revised Anticipated Multi-Use Facilities Completion Date (subject always to the requirement to give at least 6 weeks prior written notice of the Multi-Use Facilities Completion Date).

9.10 Zones 2-7 Developer to give advance notice of Completion of Civic Offices

The Zones 2-7 Developer shall notify the ODA in writing:

9.10.1 prior to commencement of construction of the Civic Offices referred to in Part 5 of Schedule 1 as to the date upon which the Civic Offices are expected to be Completed;

9.10.2 the date 12 months prior to the Anticipated Civic Offices Completion Date; and

9.10.3 as soon as practicable of any revised Anticipated Civic Offices Completion Date (subject always to the requirement to give at least 6 weeks prior written notice of the Civic Offices Completion Date).

9.11 Zones 2-7 Developer to give notice of initial lettings/disposal of Market Housing Units

The Zones 2-7 Developer will notify the ODA and the Council upon commencement of each Housing Phase in Zones 2-7 and will submit a report to the ODA and the Council every 3 months commencing on the date of commencement of such Housing Phase as to the numbers of Residential Units (including a breakdown as between Market Housing Units and Affordable Housing Units within that Housing Phase and also including the amount of residential floorspace constructed by reference to square metres) under construction and Completed and subject to a lease or an agreement for lease or otherwise disposed of.

9.12 Powers and Duties of the ODA and the Council

Nothing contained in this Agreement shall fetter the statutory rights powers or duties of the ODA or the Council.

9.13 TfL's Powers and Duties

Nothing contained in this Agreement shall fetter the statutory rights powers or duties of TfL.

9.14 Local Land Charge

By virtue of the Local Land Charges Act 1975 the ODA is the originating authority and the Council is the registering authority in respect of a local land charge relating to the Council's Area and accordingly the Council will as soon as practicable after the date of this Agreement register this Agreement against the Development Site as a local land charge for the purposes of the Local Land Charges Act 1975.

9.15 Index Linked Payments

9.15.1 Subject to clauses 9.15.4 and 9.15.5 and save in respect of the sums referred to in clauses 9.15.2 and 9.15.3, all sums to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from 17 February 2005 until the date such sums are paid.

9.15.2 The following sums shall not be subject to index linking:

- (A) the costs payable pursuant to clauses 9.1 to 9.3;
- (B) any sums payable under clause 9.27 towards the appointment of a Panel Administrator; and
- (C) the sum of £80,000 payable pursuant to paragraph 10.12.1 of Schedule 1

9.15.3 Any sum to be paid pursuant to paragraph 1.12 of Schedule 1 will be increased by reference to the amount of the quarterly increase in the Index from 17 February 2005 until the date such sum is paid or until 1 January 2014, whichever is the earlier.

9.15.4 Where upon the ascertainment of the cost of an individual sum or element to be Index linked a contractual order is placed for the acquisition of goods and the commencement of works, indexation of that sum will cease on the placing of the order notwithstanding the terms of clause 9.15.1.

9.15.5 If there is no such appropriate Index at any time during the period from 17 February 2005 until the said sums are paid or the amount of the increase by reason of such principle of indexation will for any other reason be incapable of ascertainment and the payments will be increased by such sum as shall be determined by an Expert as being the sum to which the payment would have been increased had there been an Index at the date on which the relevant calculation should have been made and the ascertainment of the amount calculated.

9.15.6 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from 17 February 2005 until the date the sum or value falls to be considered or applied save in respect of the income levels detailed in sub-paragraph (c) of the definition of Qualifying Offer in Part 4 to Schedule 1 in the definitions of Households on Intermediate Incomes, Households on Lower Intermediate Incomes and Households on Upper Intermediate Incomes as defined in Part 4 to Schedule 1

and in paragraph 4.15.1(B) of Schedule 1 which shall be increased by the increase of the Index from the date of the Revised Section 106 Agreement until the date the levels fall to be considered or applied.

9.16 VAT

9.16.1 All sums and amounts referred to in this Agreement are exclusive of VAT (if any) due or payable in any circumstances save where otherwise provided.

9.16.2 VAT shall only be payable on production of a valid VAT invoice.

9.17 Duty to act reasonably and in good faith

The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Agreement.

9.18 Parties not to encumber

LCR and SV shall not encumber or otherwise deal with their respective interests in the Development Site or any part or parts thereof in any manner whatsoever whereby the obligations imposed by this Agreement are rendered impossible to carry out save where planning permission is granted for an alternative development of the Development Site and **PROVIDED THAT** this clause 9.18:

9.18.1 shall not restrict LCR or SV from encumbering or otherwise dealing with their respective interests in the Development Site or any part or parts thereof on a basis that is subject to the obligations imposed by this Agreement; and

9.18.2 shall not inhibit the imposition of any encumbrance for the purposes of the construction, operation or maintenance of HS1.

9.19 No Waiver

No waiver (whether express or implied) by the ODA and/or the Council of any breach hereto shall constitute a continuing waiver or prevent the ODA and/or the Council from enforcing any of the said obligations or from acting upon any subsequent breach of default in respect thereof by such party his successors in title or assigns or any person claiming through or under it an interest in the Development Site.

9.20 Approvals, expressions of satisfaction

Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Agreement such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

9.21 Limits on financial liability

9.21.1 Where in this Agreement any limit is imposed on the extent of any financial liability on the part of the Zones 2-7 Developer then such limit shall apply from the date of the Original Agreement so that the Zones 2-7 Developer shall not be entitled to deduct any sum or sums which may have been incurred or committed prior to the date of the Original Agreement on the items or matters expressed in this Agreement to be subject to such financial limit.

- 9.21.2 If the ODA or the Council shall dispute whether any sums have been reasonably or properly expended by the Zones 2-7 Developer on any matters as shall be subject to a financial limit then the ODA and/or the Council (as the case may be) shall serve notice to that effect on the Zones 2-7 Developer within 2 months of receipt of a detailed breakdown or other details of costs incurred and if the ODA and/or the Council (as the case may be) and the Zones 2-7 Developer shall not have resolved the dispute within 2 months thereafter, either party may refer the matter to an Expert for determination in accordance with clause 10.

9.22 Reasonable Endeavours

- 9.22.1 Where in this Agreement the Zones 2-7 Developer is under an obligation to use all Reasonable Endeavours to achieve a stated outcome, then within 10 Working Days of receipt of a written request made by the ODA and/or the Council, the Zones 2-7 Developer will provide to the ODA and/or the Council (as the case may be) written evidence of all steps taken by the Zones 2-7 Developer to achieve such outcome **PROVIDED THAT** such requests may not be made more than once every 3 months.
- 9.22.2 Where in this Agreement, the ODA and/or TfL and/or the Council is under an obligation to use all Reasonable Endeavours to achieve a stated outcome, then the provisions of clause 9.22.1 shall apply as if references to the ODA and/or TfL and/or the Council were references to the Zones 2-7 Developer and vice versa.
- 9.22.3 Not used.

9.23 Rights of Entry for the ODA and the Council

- 9.23.1 Without prejudice to paragraph 8.18 of Schedule 1, the Zones 2-7 Developer shall permit:
- (A) in respect of all obligations contained in this Agreement, the ODA; and
 - (B) in respect of paragraphs 7.6.3, 7.6.4, 7.6.6 and 8.17.4 of Schedule 1, the Council,

with or without agents surveyors and others to enter upon the Development Site and any buildings erected thereon pursuant to the Development at any reasonable hour but upon giving at least 2 Working Days prior written notice for the purpose of ascertaining whether the obligations contained in this Agreement are being complied with **PROVIDED THAT** the ODA and the Council shall not take entry under this clause 9.23 more than two times in any calendar year in aggregate in relation to each phase of Development **PROVIDED FURTHER THAT** the ODA and the Council shall remain on the Development Site and any buildings aforesaid only for such period as may be reasonably necessary in order to ascertain whether the provisions of this Agreement are being complied with and in exercising their rights under this clause 9.23 the ODA and the Council shall comply with all reasonable health and safety requirements of the Zones 2-7 Developer applicable to that part of the Development Site affected by the obligation in question.

- 9.23.2 Where the ODA or the Council wish to exercise their right of entry for the purpose of ascertaining whether the obligations contained in paragraphs 7.6.3,

7.6.4, 7.6.6 or 8.17.4 of Schedule 1 are being complied with, prior to serving written notice pursuant to clause 9.23.1 the ODA or the Council (as appropriate) shall notify the other respective party of their intention to exercise that right.

9.24 Public funding

Subject to clauses 9.12 and 9.13 and paragraph 7.1.3 of Schedule 1, the Council and TfL shall give the Zones 2-7 Developer all reasonable support in relation to any application by the Zones 2-7 Developer for such subsidies, grants or other forms of public funding which may be available from any source and in relation to the Zones 2-7 Developer's efforts to maximise the level of subsidy, grant or other forms of public funding in relation to the Development **PROVIDED THAT** such obligation on the part of the Council and TfL shall not extend to incurring costs other than internal staff and administration costs.

9.25 Further split agreements

9.25.1 Each of the Secretary of State, SV and LCR may at any time request that the parties enter into further section 106 agreements in substitution for this Agreement in order to divide the obligations, covenants and rights under this Agreement equitably between the areas of land comprised within the Development Site (and the owners of such land) having regard to the physical and temporal divisions of the Development Site (for the purpose of its development before and after the Games) among other things between the SV Land and the LCR Land BUT such division being without prejudice to any rights of the ODA and the Council in relation to any antecedent breach by the Zones 2-7 Developer of any such obligations or covenants.

9.25.2 Each of the parties shall as soon as practicable following receipt of a request made under clause 9.25.1 notify the other parties whether (in its absolute discretion) it agrees to such request.

9.25.3 Subject to all of the parties agreeing (in their absolute discretion) to a request made under clause 9.25.1, they shall use Reasonable Endeavours to enter as soon as reasonably practicable thereafter into such separate agreements in substitution for this Agreement as may be necessary to enable the obligations, covenants and rights under this Agreement to be divided as stipulated in clause 9.25.1.

9.25.4 The person or persons requesting the further division of the obligations, covenants and rights under this Agreement shall pay the reasonable legal costs properly incurred by the ODA, the Council and TfL in the negotiation and completion of the agreements referred to in clause 9.25.1 (inclusive of any reasonable costs properly incurred by external lawyers appointed by the ODA, the Council and TfL in relation to the negotiation and completion of such agreements).

9.26 Changes to Parameter Plans, Stratford City Site Wide Strategies and Zonal Masterplans

LCR and SV agree to notify the Zone 1 Developer and TfL of any proposed changes to the Parameter Plans, Stratford City Site Wide Strategies and/or Zonal Masterplans and provide copies of any correspondence or communication with the ODA and/or the Council in relation to proposed amendments to any of the Parameter Plans, Stratford City Site Wide Strategies and/or Zonal Masterplans.

9.27 Appointment of Panel Administrator

- 9.27.1 Subject to agreement of the matters in clause 9.27.2, the Zones 2-7 Developer will, jointly with the Zone 1 Developer, within three months of the date of this Agreement appoint the Panel Administrator and thereafter shall retain the services of the Panel Administrator (or such alternative Panel Administrator as the Zone 1 Developer, the Zones 2-7 Developer and the ODA may agree) for a period of two years.
- 9.27.2 The following details shall be agreed by the Zone 1 Developer, the Zones 2-7 Developer and the ODA prior to the Panel Administrator being appointed or procured:
- (A) the identity of the Panel Administrator;
 - (B) the job description for the appointment of the Panel Administrator; and
 - (C) the terms of appointment of the Panel Administrator.
- 9.27.3 If on the expiry of three months from the date of this Agreement the Panel Administrator has not been appointed pursuant to clause 9.27.1, SV shall pay to the ODA;
- (A) the sum of £12,500 on the 3 month anniversary of the date of this Agreement; and
 - (B) the sum of £12,500 on the 12 month anniversary of the date of this Agreement,
- and the Zones 2-7 Developer shall thereafter be released from all further liability pursuant to this clause 9.27.
- 9.27.4 Following receipt of the payments from SV pursuant to clause 9.27.3 the ODA will apply such payments only for the purposes of appointing and retaining the services of the Panel Administrator.
- 9.27.5 At the end of the period of two years referred to in clause 9.27.1, the Zone 1 Developer, the Zones 2-7 Developer and the ODA shall jointly review the ongoing need for a Panel Administrator and use all Reasonable Endeavours to agree whether there is a need to extend the appointment of the Panel Administrator in the context of the projected usage of the panels.
- 9.27.6 Subject to clause 9.27.7 the Zones 2-7 Developer shall be responsible for half the costs of the appointment of the Panel Administrator (all the costs of such appointment being split equally between the Zone 1 Developer and the Zones 2-7 Developer).
- 9.27.7 The Zones 2-7 Developer cannot be required to spend more than £12,500 per annum for two years pursuant to this clause 9.27.
- 9.27.8 References to the Panel Administrator in Annexures 23 to 27 shall only apply from the date on which a Panel Administrator is appointed pursuant to clause 9.27.1 and shall cease to apply at the end of the period of two years thereafter or such longer period as may be agreed pursuant to clause 9.27.5.

10. RESOLUTION OF DISPUTES

- 10.1 In the event of any Dispute arising between the parties, the parties will attempt to resolve that Dispute amicably including holding a meeting attended by at least one representative from each party.
- 10.2 If the parties are unable to resolve the Dispute amicably pursuant to clause 10.1, one party may by serving notice on all the other parties (the "**Notice**") refer the Dispute to an Expert for determination.
- 10.3 The Notice must specify:
- 10.3.1 the nature, basis and brief description of the Dispute;
 - 10.3.2 the clause or paragraph of this Agreement pursuant to which the Dispute has arisen; and
 - 10.3.3 the proposed Expert.
- 10.4 In the event that the parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request the President of the Law Society (except where clause 10.8 provides otherwise) to nominate the Expert at their joint expense.
- 10.5 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 10.6 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days from the date of his appointment to act.
- 10.7 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within 10 Working Days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.
- 10.8 Where this Agreement makes express provision for determination by an Expert holding particular qualifications, the following basis will apply for nomination in a case where the parties are unable to agree whom should be appointed as the Expert, in lieu of the nomination being by or on behalf of the President of the Law Society:
- 10.8.1 in the case of Leading Conveyancing or Leading Landlord and Tenant Counsel the nomination will be by or on behalf of the Chairman of the Bar Council;
 - 10.8.2 in the case of a Specialist Chartered Surveyor (who shall be a Fellow of the Royal Institution of Chartered Surveyors with a minimum of 10 years' recent and relevant experience in the subject matter of the dispute) the nomination will be by or on behalf of the President of the Royal Institution of Chartered Surveyors; and
 - 10.8.3 in the case of a Chartered Civil Engineer (who shall be a member of the Institution of Civil Engineers with a minimum of 10 years' recent and relevant

experience in the public or private sector) the nomination will be by or on behalf of the President of the Institution of Civil Engineers.

11. PERIOD FOR AGREEMENT OR APPROVAL

- 11.1 Subject to clause 11.2, where it is provided in this Agreement that a matter is to be agreed by any of the parties or is to be agreed or approved by the Zones 2-7 Developer, the ODA, TfL, the Council or an Adjoining Borough and a timescale for such agreement being reached or agreement or approval or deemed approval being given is not provided, then (without prejudice to clause 9.20) the relevant provision shall be deemed to be subject to a proviso that if agreement is not reached or the matter is not agreed or approved within a period of 40 Working Days, then the matter may be referred to the Expert pursuant to clause 10 **PROVIDED THAT** this provision shall not prevent a Dispute from being referred to the Expert earlier than the expiry of such period by any party to this Agreement where that party is of the view that agreement will not be reached or the matter will not be agreed or approved within the said period.
- 11.2 Where in this Agreement any matter is to be agreed with or approved by both the ODA and the Council then such matter shall be agreed with or approved by both the ODA and the Council:
- 11.2.1 in respect of paragraphs 1.27.2 and 7.6.2 of Schedule 1 within 25 Working Days;
 - 11.2.2 in respect of paragraphs 4.2.5, 4.4.1, 4.5.1, 4.5.2, 4.5.3, 4.8.2, 4.10.2, 4.11.1, 7.2.2 and 7.6.5 of Schedule 1 within 20 Working Days;
 - 11.2.3 not used;
 - 11.2.4 in respect of paragraphs 4.6.1 and 4.6.4 of Schedule 1 within 10 Working Days;
and
 - 11.2.5 in respect of any other such matter not specified in clauses 11.2.1, 11.2.2, 11.2.3 or 11.2.4, within 15 Working Days.
- 11.3 In the event that any matter is not agreed with or approved by both the ODA and the Council within the relevant period specified in clause 11.2 then the parties may refer the matter to an expert (hereinafter referred to as the "**Clause 11.3 Expert**").
- 11.4 Within 3 months from the date of this Agreement the ODA, the Council and the Zones 2-7 Developer shall agree on the identity of the Clause 11.3 Expert(s) to whom a matter shall be referred to under clause 11.3.
- 11.5 In referring a matter to the Clause 11.3 Expert, the referring party shall follow the procedure detailed in clauses 10.2, 10.3.1 and 10.3.2 and clauses 10.5, 10.6 and 10.7 shall apply to the Clause 11.3 Expert.
- 11.6 Where in this Agreement the ODA is required to consult with the Council and vice versa, the Zones 2-7 Developer shall forward copies of all documentation relating to the matter to be approved and consulted upon to both the ODA and the Council and vice versa and thereupon, save in respect of the matters regulated by paragraph 8.20.2 of Schedule 1 (in respect of which the timescales therein stated shall apply) the party which is the approving party of the matter in question (hereinafter referred to as the "**approving party**") shall immediately:

- 11.6.1 confirm to the other party (hereinafter referred to as the "**consulted party**") in writing that under the terms of this Agreement it is required to consult with the consulted party of the matter in question; and
- 11.6.2 request comments from the consulted party,
- and the provisions of clauses 11.7 to 11.12 shall thereupon apply.
- 11.7 Where the consulted party receives notification pursuant to clause 11.6 the consulted party shall consider the notification if it elects to do so and where it has so elected supply written comments to the approving party within 5 Working Days of receipt of the notification.
- 11.8 In the event that the approving party receives a written response from the consulted party pursuant to clause 11.7 and the approving party does not agree with that response the approving party shall within 5 Working Days of receipt of the response notify in writing the consulted party of this disagreement and request a meeting with the consulted party within 5 Working Days of such notification.
- 11.9 Both the approving party and the consulted party shall attend the meeting arranged pursuant to clause 11.8 to discuss their respective positions. Both the approving party and the consulted party shall use all Reasonable Endeavours to agree a common position on the subject matter at the meeting.
- 11.10 If a common position is not reached between the approving party and the consulted party pursuant to clause 11.9 within 20 Working Days of the original notification by the Zones 2-7 Developer pursuant to clause 11.6 then the approving party's position shall prevail.
- 11.11 Within 20 Working Days of the approving party receiving a written request by the Zones 2-7 Developer to approve a matter pursuant to this Agreement, the approving party shall inform the Zones 2-7 Developer of its decision and whether that decision was reached without comment from the consulted party, with the consensus of the consulted party or without the consensus of the consulted party.
- 11.12 In the event that the approving party does not consult the consulted party in accordance with clauses 11.6 to 11.10 then any agreement of, approval granted or decision made by the approving party shall not thereby be invalidated.

12. THIRD PARTY RIGHTS

Save where otherwise specified in this Agreement any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13. NOTICES

- 13.1 Any notice to be delivered to a party under this Agreement must be in writing and must be sent to it at the fax number or address and marked for the attention of the person, and copied to the person(s), identified below or instead to such alternatives as may be substituted for them from time to time. A copy of any notice that is required to be served on the ODA pursuant to this Agreement shall simultaneously be served on the Council in accordance with clause 13.2.

The Council:

Fax Number: 020 8430 1066

Address: Newham Dockside, 1000 Dockside Road, London, E16 2QU

Attention: Borough Planning Officer

With a copy to: Head of Legal Services; and, in respect of notices served pursuant to Part 4 of Schedule 1, to the Executive Director of Environment (such copies to go to the Council's address as given in the Parties to this Agreement)

The Secretary of State:

Fax Number: 020 7944 2160

Address: Great Minster House, 76 Marsham Street, London, SW1P 4DR

Attention: Divisional Manager – Rail Major Projects

LCR:

Fax Number: 020 7391 4400

Address: 3rd Floor, 183 Eversholt Street, London, NW1 1AY

Attention: Development and Planning Director

SV:

Fax Number: 020 3201 2001

Address: c/o Olympic Delivery Authority, 23rd Floor, One Churchill Place, London, E14 5LV

Attention: Head of Legal, Olympic Delivery Authority

TfL:

Fax Number: 020 7941 4598

Address: Windsor House, 42-50 Victoria Street, London, SW1 0TL

Attention: Head of TfL Legal

ODA:

Fax Number: 020 8430 6021

Address: Olympic Delivery Authority, Planning Decisions Team, Mailpoint 32B, 23rd Floor, 1 Churchill Place, Canary Wharf, London, E14 5LN

Attention: Head of Development Control

- 13.2 Any such notice must be delivered by hand or sent by fax or pre-paid first class post and if delivered by hand, will conclusively be deemed to have been received on the next Working

Day after the day of delivery if sent by fax on the date of despatch or, if that is not a Working Day, on the next Working Day and if sent by post and posted within the United Kingdom will conclusively be deemed to have been received two Working Days after the date of posting.

- 13.3 If a notice is sent by fax a copy must be sent on the same day by pre-paid first class post, but for the avoidance of doubt the date of service of such notice will be the date of despatch of the fax.

14. NOMINATION OF BENEFICIARY TO FINANCIAL OBLIGATIONS

- 14.1 Subject to clause 15, whilst for the purposes of sub-section 106(1)(d) of the 1990 Act the ODA is the authority to which payments are to be made pursuant to the said section, in the interests of administrative efficiency and in recognition of the fact that those payments are made as contributions towards matters in respect of which the Council has the relevant responsibility and/or is the appropriate authority to apply the sums in question to the specified purposes and undertake the relevant obligations then, subject to clause 15, the ODA hereby nominates the Council as the beneficiary of those payments detailed in clause 14.3 and the body responsible for the obligations detailed therein.

- 14.2 Where at the date of this Agreement the Council has been nominated as the beneficiary of a particular payment or as the body responsible for an obligation the applicable paragraph in Schedule 1 (a list of such paragraphs being detailed in clause 14.3) Schedule 3 and Schedule 4 expressly refers to the term "the Council" and accordingly in the event that a direction is made by the ODA pursuant to clause 15.1 the term "the Council" shall be construed as the ODA or (as the case may be) the name of the new appointed nominee.

- 14.3 Pursuant to clause 14.1, the Council is hereby nominated as the beneficiary of and the body responsible for the financial obligations contained within:

14.3.1 in Part 1 of Schedule 1 (Transport Network Strategy):

(A) paragraph 1.18.3; and

(B) paragraph 1.29.3;

14.3.2 not used;

14.3.3 in Part 4 of Schedule 1 (Affordable Housing):

(A) and only in respect of the body to which the Commuted Sum is to be payable:

(1) paragraph 4.2.5;

(2) paragraph 4.10.1(A);

(3) paragraph 4.11.2(A);

(4) paragraph 4.13; and

(5) paragraph 4.17.2;

14.3.4 in Part 5 of Schedule 1 (Social and Community Facilities):

- (A) paragraph 5.2.8;
- 14.3.5 in Part 6 of Schedule 1 (Health):
 - (A) paragraph 6.6;
- 14.3.6 not used;
- 14.3.7 in Part 8 of Schedule 1 (Public Access):
 - (A) paragraph 8.13;
- 14.3.8 in Part 9 of Schedule 1 (TV Reception Mitigation Measures):
 - (A) paragraph 9.5;
- 14.3.9 in Part 10 of Schedule 1 (Employment and Training):
 - (A) paragraphs 10.3.1(e) and (f);
 - (B) paragraph 10.5.6;
 - (C) paragraph 10.8.3 and 10.8.6;
 - (D) paragraphs 10.9.3;
 - (E) (subject to paragraph 10.12.3) paragraph 10.12.1; and
 - (F) paragraphs 10.14.1 and 10.14.3;
- 14.3.10 not used; and
- 14.3.11 in Part 14 of Schedule 1 (Miscellaneous Provisions):
 - (A) paragraphs 14.2 – 14.3 (inclusive).
- 14.4 Where under this Agreement any payments are to be made by the Zones 2-7 Developer to the Council:
 - 14.4.1 the Zones 2-7 Developer shall advise the ODA that such payment has been made within 5 Working Days of making the payment;
 - 14.4.2 the Council shall advise the ODA of receipt of the payment, such notification to be given within 10 Working Days of such receipt;
 - 14.4.3 the Council shall consult with the ODA prior to applying any payments received under this Agreement;
 - 14.4.4 where the payment is triggered by the Council serving notice on the Zones 2-7 Developer, the Council shall consult with the ODA prior to serving such notice; and
 - 14.4.5 the Council shall keep the ODA regularly informed and provide details as to the expenditure of the sums received from the Zones 2-7 Developer, such information and details to be provided by way of summary report every 6 months, commencing on the date of receipt of the first payment.

- 14.5 As the nominated beneficiary of the contributions paid by the Zones 2-7 Developer pursuant to the paragraphs detailed in this clause 14 the Council may serve a written notice on the ODA asking the ODA (with reasons) to make a request pursuant to paragraph 14.6 of Schedule 1. Within 20 Working Days of receipt of such notice, the ODA shall either:
- 14.5.1 if it agrees with the Council's notice, make the applicable request pursuant to paragraph 14.6 of Schedule 1; or
 - 14.5.2 if it disagrees with the Council's notice to serve a written counter-notice on the Council stating (with reasons) why it disagrees with the Council.
- 14.6 In respect of Council Covenants, the Council shall similarly keep the ODA informed and provide details as to progress with performance of those obligations, such information and details to be provided by way of a summary report every 6 months commencing on the date of this Agreement.

15. FUTURE NOMINATION AS BENEFICIARY

- 15.1 In the event that after the date of this Agreement additional statutory functions shall be conferred upon the ODA or that it subsequently becomes apparent to the ODA that its duties under the Act are being prejudiced such that the ODA considers that it is no longer reasonable or appropriate for all or any of the payments required to be made by the Zones 2-7 Developer to the Council under this Agreement to be made to the Council and that such payment(s) should be made to the ODA or another appointed nominee then:
- 15.1.1 the ODA may serve notice to that effect on the other parties identifying the provisions of this Agreement under which the payment(s) is/are to be made to the Council and the provisions associated therewith giving full reasons as to why the ODA considers it is no longer reasonable or appropriate for all or any of the payments to be made to the Council;
 - 15.1.2 subject to clause 15.2 the payment in question shall then be made to the ODA or (as the case may be) its appointed nominee;
 - 15.1.3 in respect of any payment which has already been made by the Zones 2-7 Developer to the Council but which the Council has not spent or committed to spend the Council shall repay such sums (together with the interest earned thereon) to the ODA or its appointed nominee within 20 Working Days of receipt of the notice served under clause 15.1.1; and
 - 15.1.4 from the date provided for in clause 15.4, the Council shall be released from all obligations associated with the payment(s) in question (such obligations to be agreed between the ODA the Council and the Zones 2-7 Developer and recorded in writing) but without prejudice to the rights of the ODA and the Zones 2-7 Developer in relation to any antecedent breach of those obligations or covenants.
- 15.2 If following receipt of a notice from the ODA pursuant to clause 15.1, the Council and/or the Zones 2-7 Developer shall dispute that it is no longer reasonable or appropriate for the payment(s) in question to be made to the Council then it shall within 20 Working Days of receipt of the ODA's notice pursuant to clause 15.1 serve notice to that effect on the ODA (with a copy to the other parties). If the matter has not been resolved within 20 Working Days thereafter, then the matter shall be referred to an Expert for determination in accordance with clause 10.

- 15.3 Until any dispute as referred to in clause 15.2 is resolved, any payments falling due under this Agreement shall continue to be made to the Council **PROVIDED THAT** in the event that the Expert determines that any such payment(s) should be made to the ODA or its appointed nominee then (provided any such payment(s) has not been spent or committed to be spent) the Council shall pay any such sum received (together with the interest earned thereon) to the ODA or its appointed nominee, such payment to be made within 20 Working Days of the Expert's decision.
- 15.4 For the purposes of clause 15.1.4, the relevant date shall be as follows:
- 15.4.1 where no notice is served by the Council and/or the Zones 2-7 Developer within the first period of 20 Working Days referred to in clause 15.2, the date on which the Council repays such sums to the ODA or the ODA's appointed nominee pursuant to clause 15.1.3;
- 15.4.2 where notice is served by the Council and/or the Zones 2-7 Developer within the said period of 20 Working Days then:
- (A) if the matter is resolved so that the payment(s) in question shall cease to be made to the Council, the date on which the Council repays such sums to the ODA or the ODA's appointed nominee pursuant to clause 15.1.3;
or
- (B) if the matter is referred to the Expert pursuant to clause 15.2 and the Expert determines that the payment(s) in question should cease to be made to the Council, the date on which the Council repays such sums to the ODA or the ODA's appointed nominee pursuant to clauses 15.1.3 or 15.3.
- 15.5 Where clause 15.1 is invoked by the ODA and notice is served by the Council and/or the Zones 2-7 Developer pursuant to clause 15.2 then the ODA shall forthwith upon completion of the procedure set out in clauses 15.3 to 15.4 send written notification of the outcome of such procedure to the other parties to this Agreement, such written notification to include (if applicable) the date of any release of the Council from its obligations under this Agreement pursuant to clause 15.4.
16. **ZONE 1**
- Not used.
17. **SATISFACTION OF OBLIGATIONS**
- 17.1 Subject to clause 17.2, the parties agree that at the date of this Agreement the obligations detailed below have been satisfied by the Zone 1 Developer or the Zones 2-7 Developer under the terms of the Original Agreement and/or the Revised Section 106 Agreement and that accordingly the following obligations of this Agreement shall be treated as having also been satisfied and any liability under these obligations as fully discharged:
- 17.1.1 paragraph 2.9.1 of Schedule 1 (completion of a study in relation to a Car Club and provision to ODA and Council);

- 17.1.2 paragraph 6.3 of the DRP Operating Procedures (in respect only of the submission of the written report on the first anniversary of the establishment of the Design Review Panel);
 - 17.1.3 paragraph 5.7.1 of Schedule 1 (in respect only of the agreement for the location of the Daycare Facilities in Zone 5);
 - 17.1.4 paragraph 4.6.1 of Schedule 1 (in respect only of the submission of a list of Affordable Housing Providers prior to the submission of the Zone 1 Zonal Masterplan. The parties acknowledge that the list submitted pursuant to paragraph 4.6.1 of Schedule 1 has not at the date of this Agreement been approved by the Council and the ODA);
 - 17.1.5 paragraph 6.5.1 of Schedule 1 (in respect only of payments before submission of the Zonal Masterplan for Zones 4 and 5);
 - 17.1.6 paragraph 7.1.1 of Schedule 1 (approval of the exact sizes and disposition of floorspace and areas to be provided for each of the schools);
 - 17.1.7 paragraph 7.2.1 of Schedule 1 (approval of the Zone 6 ZMP);
 - 17.1.8 paragraph 7.6.2 of Schedule 1 (submission and approval of Pedestrian Footbridge Details);
 - 17.1.9 paragraph 9.1 of Schedule 1 (appointment of Reception Consultant);
 - 17.1.10 paragraph 9.2 of Schedule 1 (commissioning of the Reception Consultant to produce plans showing the Relevant Survey Areas for Zones 2-7 and the submission of those plans to the Council for approval);
 - 17.1.11 paragraph 9.3 of Schedule 1 (First Reception Survey);
 - 17.1.12 paragraphs 12.4.1(A) and (B) (submission and approval of details for receptor sites for the translocation of protected lizards and programme for the translocation and provision of evidence of such rights, consents and approvals as may be necessary to relocate such lizards);
 - 17.1.13 paragraph 6.3 of the ERP Operating Procedures (in respect only of the submission of the written report on the first anniversary of the establishment of the Environmental Review Panel);
 - 17.1.14 paragraph 4.3 of the CAG Operating Procedures (presentation to the Consultative Access Group); and
 - 17.1.15 paragraph 6.3 of the CAG Operating Procedures (in respect only of the submission of the written report on the first anniversary of the establishment of the Consultative Access Group).
- 17.2 Each of the Secretary of State, LCR and SV is hereby released absolutely from the obligations referred to in clause 17.1 to the extent that the same have been complied with as identified therein.
- 17.3 Not used.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

19. THE ORIGINAL AND REVISED SECTION 106 AGREEMENTS

- 19.1 The parties hereby agree that on the date of this Agreement the Original Agreement and the Revised Section 106 Agreement shall cease to have any further effect and the Olympic Delivery Authority, the Council, the Secretary of State, LCR, SVPH1, SVPH2, SVDL and TfL are hereby released from all obligations, covenants and undertakings contained within the Original Agreement and the Revised Section 106 Agreement and from all liability, claims and demands in respect of any breach or non-observance of the same but subject to clause 19.2 without prejudice to the rights of the Olympic Delivery Authority, the Council, the Secretary of State, LCR, SVPH1, SVPH2, SVDL and TfL in relation to any antecedent breach of those obligations, covenants or undertakings.
- 19.2 The Olympic Delivery Authority, the Council, the Secretary of State, LCR, SVPH1, SVPH2, SVDL and TfL hereby waive all and any rights in relation to any antecedent breaches of the obligations, covenants and undertakings contained within the Original Agreement and the Revised Section 106 Agreement which have not been replicated or substantially replicated in this Agreement or in the Zone 1 Agreement.

IN WITNESS whereof this Deed has been executed and delivered by the parties hereto on the date which appears at the head of this document.

SCHEDULE 1

(THE ZONES 2-7 DEVELOPER'S OBLIGATIONS)

- Part 1 Transport Network Strategy
- Part 2 Travel Plan
- Part 3 Project Design Review Panel
- Part 4 Affordable Housing
- Part 5 Social and Community Facilities
- Part 6 Health
- Part 7 Education
- Part 8 Public Access
- Part 9 TV Reception Mitigation Measures
- Part 10 Employment and Training
- Part 11 Town Centre Integration
- Part 12 Environment and Sustainability
- Part 13 Access
- Part 14 Miscellaneous Provisions

PART 1
TRANSPORT NETWORK STRATEGY

RECITALS

- (A) Stratford is one of the most accessible locations outside central London, combining extensive rail, underground, DLR and bus connections at Stratford Regional Station. Stratford's importance as a major transport interchange in East London will increase significantly when LCR opens Stratford International Station for public use in 2007, creating a direct link to continental Europe and fast links to Kent. There is also an extensive bus network in and around Stratford.
- (B) Further transport improvements are already proposed at Stratford, including an increase in capacity of the Jubilee Line, the relocation of the DLR platform at Stratford Regional Station to increase service capacity and reduce platform crowding and changes to rail services so that more long distance trains stop at Stratford Regional Station.
- (C) The Zones 2-7 Developer recognises that good access to the Stratford City Development is vital for its success. The Zones 2-7 Developer has accordingly committed to make or provide funding to enable improvements to be made to transport infrastructure within the vicinity of the Stratford City Site in accordance with the obligations in this Part 1.
- (D) The Zones 2-7 Developer is required to ensure there is integrated public realm and public transport network provision between all the Zones within the Stratford City Site and to demonstrate that its proposals for the Development are not inconsistent with the proposals that are to be brought forward for Zone 1 in accordance with the obligations imposed on the Zone 1 Developer by the Zone 1 Agreement.

RELEVANT DEFINITIONS

"Alternative Comprehensive Scheme" means an alternative comprehensive scheme of works to enhance facilities at Stratford Regional Station to be prepared by TfL in consultation with Network Rail.

"Bus Network Contribution" means the sum of **£3,874,800** (Indexed) to be applied in accordance with paragraph 1.18.

"Chair of STIG" means the person appointed from time to time in accordance with the STIG Operating Procedures.

"Chingford Link Project" means any of the following:

- (a) the restoration of the Hall Farm Curve and the introduction of a Chingford to Stratford rail service as described in the Transport Strategy; or
- (b) the restoration of the Hall Farm Curve and the introduction of a Chingford to Stratford rail service as described in the Transport Strategy and the reopening of Lea Bridge Station; or
- (c) the reopening of Lea Bridge Station.

"Consideration Period" means a period of not less than 14 days.

"CPZ" means a controlled parking zone.

"Crossrail" means the rail scheme being promoted by Cross London Rail Links Limited (or any successor body charged with the promotion of such rail scheme) to link east and west London via Stratford.

"Crossrail Safeguarding Zone" means the land shown shaded blue on the Rail Safeguarding Diagram (to the extent that such land forms part of the Development Site).

"DLR Extension" means the scheme being promoted by Docklands Light Railway Limited to take over the North London Line tracks south of Stratford Regional Station (and the consequential expansion of platform facilities adjacent to platforms 11 and 12) and to construct an extension of the line from Stratford Regional Station to Stratford International Station.

"DLR Safeguarding Zone" means the land shown edged green on the Rail Safeguarding Diagram (to the extent that such land forms part of the Development Site) subject to such revisions to that land as may be agreed by the Zones 2-7 Developer, TfL and the ODA each acting reasonably.

"Greenway" means the segregated pedestrian and cycleway network in the London Borough of Newham from Beckton through to Stratford Marsh.

"GRIP" means the Guide to Railway Investment Projects produced by Network Rail's Director of Programme Control and dated April 2004.

"Integration Objective" means the objective that both public and private transport and the public realm for walking, cycling, highway, bus infrastructure and bus priority measures for each Zone are demonstrably linked, integrated, coordinated and consistent with one another;

"International Station Bus Interchange Works" means the works to construct a new bus interchange within the area adjacent to Stratford International Station as identified on **Parameter Plan 6** as *CTRL Parking Zone and Transport Interchange*, such bus interchange to comprise floorspace of an area equivalent to that required to accommodate 2 set down and 2 pick up stops together with layover facilities for 5 vehicles and also to make provision for 3 coach stands if replacing the provision proposed as at the date of the Original Agreement by Union Railways North Limited.

"Network Enhancement Works" means works or measures to deliver transport services to the Stratford City Development to address need or mitigate the transportation impacts of the Stratford City Development as set out in the Transport Strategy including (without limitation) Off-site Bus Priority Measures, and pedestrian and cycle schemes in addition to those referred to in paragraph 1.15 of Schedule 1 to the Zone 1 Agreement.

"Network Rail" means Network Rail Infrastructure Limited of 40 Melton Street, London, NW1 2EE or such other body for the time being having or being entitled to exercise the powers now conferred on it by the Department for Transport.

"North London Line Scheme" means the proposed enhancements to the North London Line between Stratford and Richmond as described in the Transport Strategy.

"North London Line Sum" means that part of the Transport Contribution which may be applied for the purpose of the North London Line Scheme in accordance with paragraph 1.11.1.

"Off-site Bus Priority Measures" means any measures approved by TfL designed to ensure the priority passage of buses and which are consistent with the objectives of the Transport Strategy.

"Platform Decluttering and Staircase Works" means works to Stratford Regional Station to increase the passenger space for circulation and to construct a new staircase.

"Rail Safeguarding Diagram" means drawing number AA-39097-00341 Revision L entitled *Safeguarding for DLR, Associated North London Line Re-routing and Crossrail* attached to this Agreement as **Annexure 7**.

"Sponsored Route Agreement" means an agreement between TfL and the Council in respect of any payment received by the Council and from the Bus Network Contribution or the Transport Contribution towards TfL expenditure incurred or to be incurred in relation to the provision of extensions to bus routes and/or the provision of an increased frequency of buses operating on a bus route or for any other bus service enhancement.

"Statement of Conformity" means a reasoned written statement explaining to the reasonable satisfaction of the ODA the following matters:

- (a) the steps taken by the Zones 2-7 Developer so that the relevant Transport Approval Application meets the Integration Objective;
- (b) the steps taken by the Zones 2-7 Developer to consult the Zone 1 Developer in relation to the relevant Transport Approval Application;
- (c) those aspects of the relevant Transport Approval Application which meet the Integration Objective;
- (d) those aspects of the relevant Transport Approval Application which do not meet the Integration Objective together with the reasons why it was not possible to do so and what steps could be taken to meet the Integration Objective in the future; and
- (e) minutes of meetings with TfL to discuss the relevant Transport Approval Application.

"STIG" means the group established and operated prior to the date of this Agreement pursuant to the obligations in Part 1 of Schedule 1 to the Original Agreement and Part 1 of Schedule 1 to the Revised Section 106 Agreement and to be operated with effect from the date of this Agreement in accordance with the STIG Operating Procedures.

"STIG Operating Procedures" means the operating procedures for STIG set out in **Annexure 23**.

"STPG" shall have the meaning assigned in Part 2 of Schedule 1.

"Transport Approval Application" means an application to the ODA for the approval of Reserved Matters or any other application or submission of details or design pursuant to a condition of the Third Planning Permission (or a condition attached to any approval under the Third Planning Permission requiring any further approval or submission) or the

Highway Works Applications which relates to private or public transport provision (including any such submission relating to the development of the public realm for walking, cycling, highway, bus infrastructure and bus priority measures) within the Stratford City Site.

"Transport Contribution" means the sum of **£15,354,000** (Indexed) being the product of the Zone 1 Transport Contribution and the Zones 2-7 Transport Contribution.

"Transport Strategy" means the document of that name dated June 2006, a copy of which is attached to this Agreement as **Annexure 20**, and which was submitted to the ODA, the Council and TfL for approval prior to the date of this Agreement.

"Zone 1 Transport Contribution" means the sum of **£12,232,350** (Indexed) payable by the Zone 1 Developer pursuant to paragraph 1.9 of Schedule 1 to the Zone 1 Agreement.

"Zones 2-7 Transport Contribution" means the sum of **£3,121,650** (Indexed) payable by the Zones 2-7 Developer pursuant to paragraph 1.9 and which is to be applied as provided for in this Part 1 and in accordance with the procedures set out in paragraph 1.9.

1. OPERATIVE PROVISIONS

1.1 Transport Strategy

1.1.1 Not used.

1.1.2 The Zones 2-7 Developer, the ODA, the Adjoining Boroughs, the Council and TfL (as appropriate) will be responsible for implementing the measures outlined in the Transport Strategy in relation to the Development Site as provided for in this Part 1.

1.1.3 The obligations of the ODA, the Council and TfL as referred to in paragraph 1.1.2 are subject to receipt of the relevant funds pursuant to this Part 1 and also subject to receipt of the relevant funds pursuant to Part 1 of Schedule 1 to the Zone 1 Agreement and, where appropriate, agreement with the Council and the Adjoining Boroughs, transport providers and other operators as appropriate.

1.1.4 With effect from the date that the Transport Strategy is approved by the ODA, the Council and TfL, all references in this Part 1 to the Transport Strategy shall be deemed to refer to the Transport Strategy as so approved and as may be amended from time to time in accordance with paragraph 8.3 of **Annexure 23**.

1.2 Chair of STIG

Not used.

1.3 Stratford Transport Implementation Group

1.3.1 The Zones 2-7 Developer, the ODA, the Council and TfL will operate STIG in accordance with the STIG Operating Procedures and each of the parties to this Agreement will comply with the obligations on their part specified therein.

1.3.2 Following STIG ceasing to exist, any part of the Zones 2-7 Transport Contribution which remains unspent (subject to paragraph 1.16) will be re-

allocated by agreement between the ODA, the Council, TfL and the Zones 2-7 Developer.

- 1.3.3 Where any part of the Zones 2-7 Transport Contribution is re-allocated pursuant to paragraph 1.3.2, the provisions of paragraph 1.9 will apply (subject to any necessary changes) in relation to any payments from that re-allocated part of the Zones 2-7 Transport Contribution, save that where paragraphs 1.9.3 and 1.9.4 require that proposals for works or measures are the subject of a recommendation by STIG, this shall be construed as a requirement that the works or measures are agreed by the Zone 1 Developer, the Zones 2-7 Developer, the ODA, the Council and, where appropriate, by TfL.
- 1.3.4 Any third party funding (as referred to in paragraph 4.2.7 of the STIG Operating Procedures) received towards any of the works or measures described in paragraphs 1.10 to 1.15 of Schedule 1 to the Zone 1 Agreement will not reduce the amount of the Zones 2-7 Transport Contribution or the Zones 2-7 Developer's other financial obligations under this Part 1 or under Part 2.
- 1.3.5 In addition to the remuneration and costs referred to in paragraphs 1.8 and 6 of the STIG Operating Procedures, the Zones 2-7 Developer (together with the Zone 1 Developer) will also be responsible for payment of any reasonable management costs of STIG up to a maximum of £125,000 (Indexed).
- 1.3.6 Any other costs and expenses directly and properly incurred by STIG pursuant to the carrying out of its functions under this Agreement will be funded from the budgets identified for each field of expenditure referred to in paragraphs 1.10 to 1.15 of Schedule 1 to this Agreement and the Zone 1 Agreement respectively.

1.4 STIG Membership

Not used.

1.5 Aims and Objectives of STIG

Not used.

1.6 Meetings of STIG

Not used.

1.7 Costs and expenses of STIG

Not used.

1.8 Periodic review of STIG

Not used.

1.9 Payments from the Transport Contribution

- 1.9.1 SV will on completion of this Agreement pay to the ODA the Zones 2-7 Transport Contribution and upon such payment being made the Zones 2-7 Developer will be released from all further liability pursuant to paragraphs 1.9, 1.10, 1.11 and 1.12 (but shall continue to have the benefit of any covenants in

favour of the Zones 2-7 Developer in those paragraphs and all other paragraphs in this Part 1).

- 1.9.2 Within 10 Working Days of receipt by the ODA of a request in writing from the Council or from TfL (as appropriate) for a payment from the Zones 2-7 Transport Contribution for the purpose of any works described in paragraphs 1.10, 1.11 or 1.12 (and subject to the maximum amounts specified in those paragraphs), the ODA will, subject to paragraphs 1.9.3, 1.9.4 and 1.9.5, pay to the Council or to TfL (as appropriate) the amount specified in that request.
- 1.9.3 Payments from the Zones 2-7 Transport Contribution which are for the purpose of facilitating the provision of Off-site Bus Priority Measures on roads where TfL is the relevant highway authority will be paid by the ODA subject to:
- (A) detailed proposals for the relevant Off-site Bus Priority Measures having been submitted to STIG and subsequently made the subject of a recommendation by STIG pursuant to paragraph 4.1.3 of the STIG Operating Procedures;
 - (B) the relevant Off-site Bus Priority Measures recommended by STIG having been approved by the Council and TfL;
 - (C) the relevant Off-site Bus Priority Measures being consistent with the objectives of the Transport Strategy;
 - (D) payments being phased so that they are made only as required by need (having regard to the phased programme for the construction of the Stratford City Development) on a basis agreed by STIG; and
 - (E) TfL having provided to STIG:
 - (1) an estimate of the costs of the relevant Off-site Bus Priority Measures (including designing the works or measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the works and measures); and
 - (2) where the payment from the Transport Contribution is insufficient to fund the whole of the costs of the relevant Off-site Bus Priority Measures, proposals for how TfL will fund the remainder of the costs.
- 1.9.4 Payments from the Zones 2-7 Transport Contribution which are for the purpose of any works or measures described in paragraphs 1.10, 1.11 or 1.12 (other than payments covered by paragraph 1.9.3) will be paid by the ODA subject to:
- (A) detailed proposals for the works or measures to be carried out having been submitted to STIG and subsequently made the subject of a recommendation by STIG pursuant to paragraph 4.1.3 of the STIG Operating Procedures;
 - (B) the works or measures recommended by STIG having been approved by the Council, the Adjoining Boroughs and TfL;

- (C) the works or measures being consistent with the objectives of the Transport Strategy;
- (D) all necessary third party and other consents to enable the proposed works or measures to be carried out and completed having been secured and reasonable evidence of such consents having been provided to STIG;
- (E) where funding from sources other than the Zones 2-7 Transport Contribution is necessary for the carrying out and completion of the proposed works or measures, that funding or a guarantee of that funding having been secured and reasonable evidence of such funding having been provided to STIG;
- (F) a detailed cost plan setting out the costs of the proposed works or measures (including designing the works or measures, any associated works to services and/or utilities, professional fees and the costs of tendering and entering into any contract in respect of the works or measures) having been prepared by the Zone 1 Developer, the Zones 2-7 Developer, the Council, TfL or the relevant Adjoining Borough (depending on which party is to carry out the works or implement the measures and **PROVIDED THAT** STIG may agree that the cost plan should be prepared by another party) and approved by STIG;
- (G) the ODA not being required to pay to the Council or TfL (as the case may be) more than the amount specified in the detailed cost plan less any third party funding referred to in paragraph (E) and subject to the maximum amount specified in the relevant paragraph 1.10, paragraph 1.11 or paragraph 1.12 as the case may be or the amount of the Zones 2-7 Transport Contribution remaining at the relevant time, whichever is the lower; and
- (H) payments being phased so that they are made only as required by need (having regard to the phased programme for the construction of the Stratford City Development) on a basis agreed by STIG.

1.9.5 Neither the Council nor TfL shall make any request for payment by the Zone 1 Developer of any part of the Zone 1 Transport Contribution pursuant to paragraph 1.9.1 of Schedule 1 to the Zone 1 Agreement (save for the purpose of any of the works described in paragraphs 1.13, 1.14 or 1.15 of Schedule 1 to the Zone 1 Agreement) unless, prior to such request being made, payment of the full amount of the Zones 2-7 Transport Contribution has already been requested from the ODA pursuant to paragraph 1.9.2.

1.10 Network enhancement provision

1.10.1 Up to **£2,919,000** (Indexed) of the Transport Contribution (together with any additional sums reallocated pursuant to paragraphs 1.11.2(C) or 1.12.2(C)) may be applied for the purpose of Network Enhancement Works, of which **£2,300,000** (Indexed) will be ring-fenced for Off-site Bus Priority Measures recommended by STIG pursuant to paragraph 4.1.3 of the STIG Operating Procedures.

1.10.2 Where payments towards any Network Enhancement Works have been requested from the Zones 2-7 Contribution, such payments will only be made by the ODA in accordance with the procedure set out in paragraph 1.9.

1.10.3 Not used.

1.11 North London Line Scheme

1.11.1 Up to **£2,000,000** (Indexed) of the Transport Contribution may be applied by TfL for the purpose of the North London Line Scheme subject to the satisfaction of the following conditions on or before 1 January 2010:

- (A) all necessary consents, approvals and permissions to enable the scheme to be carried out and completed must have been secured;
- (B) funding for the whole cost of the scheme must have been secured (save for any part of the cost to be funded from the Transport Contribution); and
- (C) satisfactory evidence must have been provided to STIG that the works to implement the scheme will commence on or before 1 January 2010.

1.11.2 In the event that the conditions specified in paragraph 1.11.1 are not satisfied before 1 January 2010 (or such earlier date as may be agreed by the Zone 1 Developer, the Zones 2-7 Developer and TfL) or if the North London Line Scheme is carried out without funding from the Transport Contribution, then that part of the Transport Contribution allocated to the North London Line Scheme will instead be reallocated as follows:

- (A) up to **£1,264,000** (Indexed) for improvements in bus services between the Stratford City Development and the London Borough of Hackney, such improvements to be drawn up by TfL having consulted with the Zone 1 Developer, the Zones 2-7 Developer and the London Borough of Hackney, and payments from such reallocated sum will be made in accordance with paragraph 1.18 save that where such payment is made from the Zones 2-7 Transport Contribution the term "Zones 2-7 Developer" shall, in the proviso to paragraph 1.18.6, be construed as "ODA";
- (B) up to **£236,000** (Indexed) for the purpose of works that will improve access to or from the Stratford City Development from or to the London Borough of Hackney or the mitigation of transportation impacts, such works to be at the discretion of the London Borough of Hackney, and payments from such reallocated sum will be made in accordance with paragraph 1.11.3; and
- (C) the remaining **£500,000** (Indexed) will be added to the part of the Transport Contribution available for the purpose of Network Enhancement Works in accordance with paragraph 1.10.

1.11.3 Where payments from the sum reallocated pursuant to paragraph 1.11.2(B) are made from the Zones 2-7 Transport Contribution the payments shall be made to the London Borough of Hackney and applied for the purpose described in that paragraph subject to the Zones 2-7 Developer being reasonably satisfied that the

proposed works will improve access to or from the Stratford City Development from or to the London Borough of Hackney or the mitigation of transportation impacts and subject to the London Borough of Hackney having entered into a legally binding agreement with the ODA in which the London Borough of Hackney undertakes to the ODA that:

- (A) upon payment to the London Borough of Hackney by the ODA of such sum, the London Borough of Hackney will place that sum in an interest bearing account and will apply it solely towards the costs of the works for which the sum was paid;
- (B) at the end of the period of 7 years following payment of such sum, the London Borough of Hackney will account to the ODA for all sums applied out of and all interest earned on such sum;
- (C) if at the end of the period of 7 years referred to in paragraph 1.11.3(B), the whole of such sum has not been applied to the costs of the works for which the sum was paid, the London Borough of Hackney will refund to the ODA that sum or such part of it which has not been spent, together with all interest earned on the amount to be repaid.

1.11.4 In the event that the North London Line Sum or any part of it has been paid to TfL from the Zones 2-7 Transport Contribution and at the end of the period of 7 years following such payment all or any of the North London Line Sum has not been applied to the North London Line Scheme, TfL will refund that sum to the ODA or such part of it which TfL is not contractually committed to pay to another party at the date of expiration of the said period, together with all interest earned on the amount to be repaid.

1.11.5 In the event that any sum, together with interest thereon, is repaid to the ODA pursuant to paragraphs 1.11.3(C) or 1.11.4, the amount repaid will then form part of the Zones 2-7 Transport Contribution and will be re-allocated as to 63.2% of the amount repaid to the matters referred to in paragraph 1.11.2(A), 11.8% of the amount repaid to the matters referred to in paragraph 1.11.2(B) and 25% of the amount repaid to the matters referred to in paragraph 1.11.2(C).

1.11.6 Not used.

1.12 Chingford Link Project

1.12.1 Up to **£4,000,000** (Indexed) of the Transport Contribution may be applied for the purpose of the Chingford Link Project subject to the satisfaction of condition (C) below before 1 April 2014, condition (D) below before 1 January 2013 and subject to the satisfaction of the remaining conditions set out in (A),(B), and (E) below, before 1 January 2015:

- (A) all necessary consents, approvals and permissions to enable the scheme to be carried out and completed must have been secured;
- (B) funding for the whole cost of the scheme must have been secured (save for any part of the cost to be funded from the Transport Contribution);

- (C) satisfactory evidence must have been provided to STIG by 1 April 2014 that the works to implement the scheme will commence before 1 January 2019;
- (D) consent for the scheme to proceed has been secured from the Department for Transport as part of the High Level Output Spending Control Period 5 announcement; and
- (E) the London Borough of Waltham Forest must have entered into a legally binding agreement with the ODA in respect of monies applied from the Zones 2-7 Transport Contribution and with the Council in respect of monies applied from the Zone 1 Transport Contribution in which the London Borough of Waltham Forest undertakes to the ODA and/or the Council (as appropriate) that:
 - (1) upon payment to the London Borough of Waltham Forest by the ODA or the Council (as appropriate) of the sum received in respect of the Chingford Link Project (the "**Chingford Link Project Sum**"), the London Borough of Waltham Forest will place the Chingford Link Project Sum in an interest bearing account and apply it solely towards the costs of the Chingford Link Project;
 - (2) at the end of the period of 7 years following payment of the Chingford Link Project Sum, the London Borough of Waltham Forest will account to the ODA or the Council (as appropriate) for all sums applied out of, and all interest earned on, the Chingford Link Project Sum;
 - (3) if the Chingford Link Project has not commenced on or before 1 January 2019 or if at the end of the period of 7 years referred to in paragraph 1.12.1(E)(2), the whole of the Chingford Link Project Sum has not been applied to the Chingford Link Project, the London Borough of Waltham Forest will refund to the ODA or the Council (as appropriate) the Chingford Link Project Sum or such part of it which has not been spent, together with all interest earned on the amount to be repaid.

1.12.2 In the event that the conditions specified in paragraph 1.12.1 are not satisfied within the timescales set out therein (or such earlier dates as may be agreed by the Zone 1 Developer, the Zones 2-7 Developer and the London Borough of Waltham Forest) or if the Chingford Link Project is carried out without funding from the Transport Contribution, then that part of the Transport Contribution allocated to the Chingford Link Project will instead be re-allocated as follows:

- (A) up to **£1,067,000** (Indexed) for improvements in bus services between the Stratford City Development and the London Borough of Waltham Forest, such improvements to be drawn up by TfL having consulted with the Zone 1 Developer, the Zones 2-7 Developer and the London Borough of Waltham Forest, and payments from such reallocated sum will be made in accordance with paragraph 1.12.3;

- (B) up to **£933,000** (Indexed) for the purpose of works that will improve access to or from the Stratford City Development from or to the London Borough of Waltham Forest or the mitigation of transportation impacts, such works to be at the discretion of the London Borough of Waltham Forest, and payments from such reallocated sum will be made in accordance with paragraph 1.12.4; and
- (C) the remaining **£2,000,000** (Indexed) will be added to the part of the Transport Contribution available for the purpose of Network Enhancement Works in accordance with paragraph 1.10.

1.12.3 Where payments from the sum reallocated pursuant to paragraph 1.12.2(A) are made from the Zones 2-7 Transport Contribution the payments shall be made by the ODA to the Council and applied for the purpose described in that paragraph and upon receipt by the Council of such payments TfL and the Council will use all Reasonable Endeavours to proceed diligently and with all due expedition to enter into a Sponsored Route Agreement for the purposes of improvements in bus services between the Stratford City Development and the London Borough of Waltham Forest, taking into account the views of the ODA, the Zones 2-7 Developer, the Zone 1 Developer and STIG in drawing up the detailed service proposals and **PROVIDED THAT** the Council will not pay any part of the sum received from the ODA under this paragraph 1.12.3 to TfL until a Sponsored Route Agreement has been entered into in relation to the enhancement to be delivered by that part and **PROVIDED FURTHER THAT:**

- (A) TfL will consult with the Zones 2-7 Developer, the ODA, the Zone 1 Developer and the Council as part of its standard statutory consultation process in relation to the enhancements to bus services for which payments made by the ODA pursuant to paragraph 1.12.3 are to be applied; and

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- (B) if at the end of the period of 7 years following payment by the ODA to the Council of the sum referred to in paragraph 1.12.2(A) the whole of such sum has not been applied for the purposes for which the sum was paid, the Council and/or TfL (if applicable) will refund to the ODA that sum or such part of it that had not been spent, together with all interest earned on the amount to be repaid **SAVE THAT** the Council and/or TfL (as applicable) shall not be required to repay any sum or sums which the Council and/or TfL (as applicable) is contractually committed to pay to another party at the date of expiration of the said period or any sum which is required by the Council and/or TfL (as applicable) to secure the completion of any works which have commenced but have not been completed as at the end of the said period.

1.12.4 Where payments from the sum reallocated pursuant to paragraph 1.12.2(B) are made from the Zones 2-7 Transport Contribution the payments shall be made by the ODA to the London Borough of Waltham Forest and applied for the purpose described in that paragraph subject to the Zones 2-7 Developer being reasonably satisfied that the proposed works will improve access to or from the Stratford City Development from or to the London Borough of Waltham Forest or the mitigation of transportation impacts and subject to the London Borough of

Waltham Forest having entered into a legally binding agreement with the ODA in which the London Borough of Waltham Forest undertakes to the ODA that:

- (A) upon payment to the London Borough of Waltham Forest by the ODA of such sum, the London Borough of Waltham Forest will place that sum in an interest bearing account and will apply it solely towards the costs of the works for which the sum was paid;
- (B) at the end of the period of 7 years following payment of such sum, the London Borough of Waltham Forest will account to the ODA for all sums applied out of and all interest earned on such sum;
- (C) if at the end of the period of 7 years referred to in sub-paragraph 1.12.4(B) above, the whole of such sum has not been applied to the costs of the works for which the sum was paid, the London Borough of Waltham Forest will refund to the ODA that sum or such part of it which has not been spent, together with all interest earned on the amount to be repaid.

1.12.5 In the event that the Chingford Link Project Sum or any part of it is repaid to the ODA under the terms of any agreement with the London Borough of Waltham Forest in respect of monies applied from the Zones 2-7 Transport Contribution as referred to in paragraph 1.12.1(E), the amount repaid, together with the interest earned on it will then form part of the Zones 2-7 Transport Contribution and will be re-allocated as to 26.7% of the amount repaid to the matters referred to in paragraph 1.12.2(A), 23.3% of the amount repaid to the matters referred to in paragraph 1.12.2(B) and 50% of the amount repaid to the matters referred to in paragraph 1.12.2(C).

1.12.6 Not used.

1.13 Off-site junction review strategy

Not used.

1.14 Traffic calming measures

Not used.

1.15 Local environmental improvement works

Not used.

1.16 Repayment of unspent funds to the Zones 2-7 Developer

1.16.1 At the end of the period of 10 years from the latest date that the Stratford City Development must be begun in Zones 2 to 7 pursuant to Condition B7 (or such other period as may be agreed by the ODA, the Council, the Zone 1 Developer and the Zones 2-7 Developer):

- (A) the ODA shall repay to the Zones 2-7 Developer together with interest thereon any part of the Zones 2-7 Transport Contribution not paid to TfL, the Council or other authority where provided for in this Part 1 (or committed to be paid and where it is agreed that a sum should be paid in

instalments, then for the purpose of this paragraph 1.16.1(A), the total sum shall be deemed to be committed to be paid); and

- (B) save where sums are already committed to be paid as referred to in paragraph 1.16.1(A), the ODA will not be required to make any further payments from the Zones 2-7 Transport Contribution for the purposes described in paragraphs 1.10, 1.11 or 1.12.

1.17 Monitoring and Review

1.17.1 The Zones 2-7 Developer will submit a report to STIG annually on 30 June, the first such report to be submitted to STIG on 30 June immediately following the opening of any retail, commercial, residential, hotel, leisure or education floorspace in Zones 2-7, containing the following information:

- (A) not used;
- (B) controlled parking zone usage on the Development derived from ticket and observation data and information from the Council on controlled parking zone usage in areas in the vicinity of the Development;
- (C) vehicle count data in relation to each of the Development Site boundary roads, to be monitored by the Zones 2-7 Developer;
- (D) any additional vehicle count data in relation to other roads in the vicinity of the Development Site available to the Zones 2-7 Developer;
- (E) the amount of the Development Site that has been developed and the split of land use, letting and occupation statistics;
- (F) the number of passengers using Stratford International Station derived from gate line data (where available);
- (G) bus usage data from TfL and any additional bus usage data derived from monitoring carried out by the Zones 2-7 Developer to be agreed with the ODA, the Council and TfL on the Development Site (and where such monitoring is carried out by the Zones 2-7 Developer, it will be carried out in accordance with monitoring measures to be agreed by the Zones 2-7 Developer, the Council, the ODA and TfL) to assess bus usage on key bus corridors;
- (H) the usage of cycle parking, motor cycle parking and taxi ranks on the Development Site to be monitored by the Zones 2-7 Developer; and
- (I) any further data that may be available to assess the characteristics of people using the Development,

and TfL may use any such information for the purpose of its TRAVL database.

1.17.2 Not used.

1.17.3 Not used.

1.17.4 Not used.

1.18 **Bus network measures**

- 1.18.1 The Zones 2-7 Developer will pay the Bus Network Contribution to the Council in accordance with paragraph 1.18.3 for the purpose of the provision of enhancements to bus services, in order to satisfy passenger demands generated by the Stratford City Development or to enhance any bus service considered by TfL, having taken into account any reasonable representations made by other parties to this Agreement, to be suitable for service enhancements in connection with the Development and in accordance with the objectives of the Transport Strategy.
- 1.18.2 Not used.
- 1.18.3 The Zones 2-7 Developer will not:
- (A) not used;
 - (B) commence any works to construct any office floorspace in Zone 2 until it has paid **£1,937,400** (Indexed) from the Bus Network Contribution to the Council;
 - (C) commence any works to construct any hotel or residential floorspace in Zone 3 until it has paid **£645,800** (Indexed) from the Bus Network Contribution to the Council; or
 - (D) commence any works to construct any office or residential floorspace in Zone 4 or Zone 5 until it has paid **£1,291,600** (Indexed) from the Bus Network Contribution to the Council.
- 1.18.4 Not used.
- 1.18.5 Not used.
- 1.18.6 Upon receipt by the Council of each payment from the Zones 2-7 Developer pursuant to paragraph 1.18.3, TfL and the Council will use all Reasonable Endeavours to proceed diligently and with all due expedition to enter into a Sponsored Route Agreement for the purposes of the provision of the relevant enhancements to bus services in accordance with paragraph 1.18.1, TfL taking into account the views of the ODA, the Council, the Zones 2-7 Developer and STIG in drawing up the detailed service proposals and **PROVIDED THAT** the Council will not pay any part of the Bus Network Contribution received from the Zones 2-7 Developer to TfL until a Sponsored Route Agreement has been entered into in relation to the enhancement to be delivered by that part.
- 1.18.7 TfL will consult with the Zones 2-7 Developer, the ODA and the Council as part of its standard statutory consultation process in relation to the enhancements to bus services for which the payments made by the Zones 2-7 Developer pursuant to paragraph 1.18.3 are to be applied.
- 1.18.8 At the end of the period of 10 years from the latest date that the Development must be begun in Zones 2 to 7 pursuant to Condition B7 (or such other period as may be agreed by the ODA, the Council, TfL and the Zones 2-7 Developer), the Zones 2-7 Developer shall be entitled to retain any part of the Bus Network Contribution not paid to the Council (or committed to be paid to it) and the Zones

2-7 Developer shall not be required to make any further payments from the Bus Network Contribution for the purposes described in this paragraph 1.18.

- 1.18.9 The Zones 2-7 Developer cannot be required to pay to the Council more than the amount of the Bus Network Contribution pursuant to this paragraph 1.18.

1.19 Stratford Regional Station: enhancement works

Not used.

1.20 Stratford Regional Station: Platform Decluttering and Staircase Works

Not used.

1.21 Stratford Regional Station: alternative comprehensive scheme

Not used.

1.22 Stratford Regional Station: bus facilities

Not used.

1.23 Stratford International Station: bus facilities

- 1.23.1 Not used.

- 1.23.2 The Zones 2-7 Developer will prepare detailed proposals for the International Station Bus Interchange Works and submit them to the ODA for approval by not later than 30 June 2009 and will at the same time submit those proposals together with details of the proposed terms on which TfL is to acquire and hold the new bus facilities to TfL for approval, such terms to provide for a transfer or lease of the new bus facilities to TfL for nil consideration save for the payment of estate and service charges (properly allocated on the same basis as for other occupiers of the Development) by TfL.

- 1.23.3 The design of the bus manoeuvring areas, hardstandings, bus stops, passenger and pedestrian areas, passenger facilities, crew facilities and staff accommodation forming part of the Zones 2-7 Developer's detailed proposals for the International Station Bus Interchange Works will comply with relevant design guidance and standards, including the Operational Standards and Guidelines produced by London Buses or any guidance that from time to time replaces it.

- 1.23.4 The Zones 2-7 Developer will carry out and complete the International Station Bus Interchange Works and make the same available to TfL, in each case in accordance with the proposals approved by the ODA and TfL pursuant to paragraph 1.23.2 by not later than 31 December 2009.

1.24 DLR Extension

- 1.24.1 Subject to paragraph 1.24.4, until 31 December 2011 the Zones 2-7 Developer will ensure that all relevant Zonal Masterplans and all applications for the approval of Reserved Matters for the Development Site accord with the DLR Safeguarding Zone and that no buildings or other permanent structures constructed pursuant to the Third Planning Permission will be sited, designed or serviced in a form or manner that would prevent the carrying out of any works on

the DLR Safeguarding Zone for the purpose of the DLR Extension or the availability of adequate construction working space for that purpose and **PROVIDED THAT** the parties acknowledge that the Zones 2-7 Developer may build over or under the DLR Safeguarding Zone where this does not interfere with the carrying out of such works for the purpose of the DLR Extension and where the works are carried out in accordance with DLR's standard operational and safety requirements.

- 1.24.2 TfL will liaise regularly (at least once every 12 months) with the Zones 2-7 Developer about the DLR Extension and TfL and the Zones 2-7 Developer agree to act in good faith with each other in relation to the progression of the DLR Extension including the impact of any application by TfL for a Transport and Works Act Order for the purpose of the DLR Extension, construction matters in relation to the DLR Extension and any agreements between the Zones 2-7 Developer and TfL necessary to facilitate the DLR Extension.
- 1.24.3 In the event that the works for the DLR Extension have not commenced by 31 December 2011, then subject to paragraph 1.24.4 the Zones 2-7 Developer's obligations under paragraph 1.24.1 will continue until 31 December 2016 in relation to that part of the DLR Safeguarding Zone which is reasonably required for the operation and construction of the DLR Extension.
- 1.24.4 The Zones 2-7 Developer shall be released from the obligations in paragraphs 1.24.1 and 1.24.3 and the DLR Safeguarding Zone (or the relevant part of it) shall cease to be reserved for the purposes identified in that paragraph from such time and to such extent that the ODA and TfL agree that the purposes for which it was reserved have been achieved or otherwise abandoned in relation to the DLR Safeguarding Zone (or the relevant part of it) **PROVIDED THAT** the Zones 2-7 Developer has given the ODA and TfL 6 months notice that it will be seeking their agreement to such release.
- 1.24.5 Until the dates specified in paragraph 1.24.1 or paragraph 1.24.3 or until the Zones 2-7 Developer is released from the obligations in those paragraphs pursuant to paragraph 1.24.4, the Zones 2-7 Developer will liaise regularly (at least once every 12 months) with the ODA, Docklands Light Railway Limited and TfL to ensure that due regard is paid to evolving proposals for the DLR Extension and will make such amendments to the DLR Safeguarding Zone as the Zones 2-7 Developer may agree with the ODA, Docklands Light Railway Limited and TfL as appropriate.

1.25 Crossrail

- 1.25.1 Subject to paragraph 1.25.3, until 31 December 2030 the Zones 2-7 Developer:
 - (A) will ensure that all relevant Zonal Masterplans and all applications for the approval of Reserved Matters for the Development Site accord with the Crossrail Safeguarding Zone and that no buildings or other permanent structures constructed pursuant to the Third Planning Permission will be sited, designed or serviced in a form or manner that would prevent the carrying out of any works on the Crossrail Safeguarding Zone for the enhancement of Stratford Regional Station to accommodate Crossrail or the availability of adequate construction working space for that purpose;

(B) not used.

1.25.2 The Zones 2-7 Developer shall be released from the obligations in paragraph 1.25.1 and the part of the Development Site within the Crossrail Safeguarding Zone shall cease to be reserved for the purposes identified in that paragraph from such time and to such extent that the ODA and TfL agree (TfL having consulted the Secretary of State, and the ODA and TfL using all Reasonable Endeavours to decide if they do so agree within 6 months of commencing discussions with the Zones 2-7 Developer about the release from such obligations) that the purposes for which it was reserved have been achieved or otherwise abandoned in relation to that part of the Development Site **PROVIDED THAT** the Zones 2-7 Developer has given the ODA and TfL 1 month's notice that it will be seeking their agreement to such release.

1.25.3 Until the date specified in paragraph 1.25.1 or until the Zones 2-7 Developer is released from the obligations in that paragraph pursuant to paragraph 1.25.2 the Zones 2-7 Developer will liaise regularly (at least once every 12 months) with the ODA and TfL to ensure that due regard is paid to evolving proposals for the enhancement of Stratford Regional Station to accommodate Crossrail and will make such amendments to the Crossrail Safeguarding Zone as the Zones 2-7 Developer may agree with the ODA and TfL as appropriate.

1.26 **Junction Improvements**

Not used.

1.27 **Parking**

1.27.1 The Zones 2-7 Developer will submit to the Council for approval a scheme for a CPZ relating to each of Zones 2-7 (such scheme to include identification of areas, hours of operation, a strategy for charging (taking account that charges should deter commuter parking) and enforcement measures):

(A) in respect of Zone 2, at the same time as the Zones 2-7 Developer submits the first Reserved Matters application for Zone 2 to the ODA for approval; and

(B) in respect of all other Zones, within 12 months of the ODA's approval of the first Reserved Matters for each of those Zones.

1.27.2 Unless otherwise agreed by the ODA and the Council, the Zones 2-7 Developer will not allow visitor or commuter parking on those parts of the Development Site for the time being not yet developed or on any roads or other surfaces developed prior to a CPZ being in place for those areas.

1.27.3 No later than 6 months prior to first Occupation of Zones 2-7, the Zones 2-7 Developer will submit to the Council for approval a car parks management plan setting out the proposed management of parking and parking charges for Zones 2-7, including the periodic review of such charges (which review shall unless otherwise agreed by the Council be at least as frequent as the review of parking charges by the Council in respect of car parks which it operates within its administrative area) to be applied across the Development Site in order to deter commuter parking.

1.28 Parking reduction mechanism

Not used.

1.29 General provisions

1.29.1 Where there is reference in this Part 1 to approval or agreement of any matter by the Adjoining Boroughs and by TfL as appropriate or words to like effect, it will only be necessary to obtain the approval of:

- (A) London Borough of Hackney where the matter is one over which that Council has jurisdiction as highway authority;
- (B) London Borough of Tower Hamlets where the matter is one over which that Council has jurisdiction as highway authority;
- (C) London Borough of Waltham Forest where the matter is one over which that Council has jurisdiction as highway authority; and
- (D) TfL where the matter relates to the Transport for London Road Network or to public transport provision within TfL's jurisdiction or is otherwise relevant to strategic transport planning.

1.29.2 Pursuant to the provisions of the Contracts (Rights of Third Parties) Act 1999, in addition to being enforceable by the ODA, the Council and by TfL the provisions of paragraphs 1.3, 1.9 and 1.17 will be enforceable by the Adjoining Boroughs to the extent that the obligations set out in those paragraphs are to be performed within their respective areas.

1.29.3 Where any payment is to be made by the ODA to the Council pursuant to paragraph 1.9 for the purpose of providing Off-site Bus Priority Measures, the Council may, in the interests of administrative efficiency and in acknowledgement that the payment is made as a contribution towards purposes for which TfL has the relevant statutory responsibility, direct the ODA to make the payment directly to TfL and payment to TfL in accordance with such direction shall discharge the relevant payment obligation of the ODA under paragraph 1.9 **PROVIDED THAT** where the Council does not so direct, then within 20 Working Days of receipt from the ODA of any such payment the Council will pass such payment to TfL.

1.30 Transport Approval Applications

1.30.1 Each Transport Approval Application shall be accompanied by:

- (A) a Statement of Conformity; and
- (B) a copy of the Transport Approval Application and the Statement of Conformity to be sent to TfL and the Council within 3 days of its validation by the ODA.

1.30.2 Where the ODA sends a copy of the Transport Approval Application and the Statement of Conformity to TfL and the Council pursuant to paragraph 1.30.1, the ODA shall inform TfL and the Council of the Consideration Period and shall use

all Reasonable Endeavours not to determine the Transport Approval Application before the end of the Consideration Period.

- 1.30.3 A Statement of Conformity may form part of other documents submitted with a Transport Approval Application but only if the elements which comprise the Statement of Conformity are specified in those other documents.

PART 2

TRAVEL PLAN

RECITALS

- (A) The Travel Plan Framework submitted with the Principal Application outlined the basis for the development of specific initiatives to support a forecast low use of cars in the Transport Assessment Report submitted with the Principal Application.
- (B) The Travel Plan Framework also recognised that the Stratford City Development cannot be the subject of a standard travel plan, since there are no existing site users to be influenced and the Stratford City Development seeks to implement many of the measures necessary to establish a sustainable transport framework from day one.
- (C) Additionally and as outlined in Recitals O and Q the land interests in the Stratford City Site have since been split into Zone 1 to be developed by the Zone 1 Developer and Zones 2-7 to be developed by the Zones 2-7 Developer. This Agreement relates only to the development of Zones 2-7 by the Zones 2-7 Developer.
- (D) Accordingly, the Zones 2-7 Travel Plan described in this Part 2 proposes measures which will reinforce the initiatives inherent in the development of the Stratford City Site and the Stratford City Travel Plan. These measures seek to:
 - (i) influence the volume of travel, by reducing the need to travel;
 - (ii) where travel is made by motorised means, to encourage and increase the occupation of vehicles to improve efficiency;
 - (iii) influence mode choice, by reducing dependence on the car by facilitating the use of alternative forms of transport;
 - (iv) promote travel choice, by raising awareness of such choices; and
 - (v) provide adequate facilities for the achievement of the above objectives.
- (E) This Part 2 describes how the Zones 2-7 Travel Plan will be prepared, agreed and implemented by the Zones 2-7 Developer and outlines the means for monitoring and updating the Zones 2-7 Travel Plan during its implementation.

RELEVANT DEFINITIONS

"Bicycle Users Group" means a central point of information and contact for cyclists at the Stratford City Development established by the Zone 1 Developer within the Travel Centre pursuant to paragraph 2.11 of Schedule 1 to the Zone 1 Agreement as a forum for cycling initiatives.

"Car Club" means a club which residents and employees of the Development may join and which will make cars available for hire to members.

"Car Parks" means the 5,000 public short stay car parking spaces to be provided in Zone 1.

"Car Sharing Scheme" means a scheme for encouraging higher occupancy of vehicles travelling to and from the Stratford City Site by enabling employees and residents to travel to and from the Development in the same car instead of in separate cars.

"Cycle Pool" means at least 50 bicycles available to employees and residents of the Development.

"Occupier Travel Plans" means those travel plans produced by individual occupiers of premises of **4,645 square metres** or more prepared in accordance with paragraph 2.4.

"Shopmobility" means a scheme for the loan or hire of mobility aids to members of the public with limited mobility to enable them to shop at and/or to visit the leisure and commercial facilities and Public Access Areas within the Development.

"STPG" means the Stratford Travel Plan Group established pursuant to the STPG Operating Procedures.

"STPG Operating Procedures" means the operating procedures for STPG set out in **Annexure 24**.

"Stratford City Travel Plan" means an umbrella plan for the whole of the Stratford City Development prepared by the Transport Co-ordinator pursuant to paragraph 3 of the STPG Operating Procedures setting out measures aimed at reducing reliance on the private car by those working or residing at or visiting the Stratford City Development for their journeys to and from the Stratford City Site together with other sustainable transport measures which shall include the matters described in this Part 2 including the preparation of a website for sharing travel information, informing the preparation of employer and use-specific travel plans and providing pro forma templates and examples of travel plans for small occupiers of less than 4,645 square metres, such plan to be prepared in accordance with the Travel Plan Framework.

"Sustainable Delivery System" means a centrally co-ordinated delivery scheme serving the Development to enable shoppers to have their purchases delivered to their homes.

"Transport Co-ordinator" means the person employed from time to time in accordance with paragraph 1 of the STPG Operating Procedures.

"Travel Centre" means an area provided by the Zone 1 Developer either separately or within the Visitor Information Centre provided in Zone 1 to serve as the focal point for the co-ordination of the implementation of the Stratford City Travel Plan, the Zone 1 Travel Plan and the Zones 2-7 Travel Plan.

"Travel Plan Framework" means the framework illustrating the structure of the Stratford City Travel Plan and the Occupier Travel Plans as shown in **Annexure 16**.

"Visitor Information Centre" means an information centre to be provided by the Zone 1 Developer within the Town Centre Extension pursuant to the Zone 1 Agreement, for visitors to Stratford City and which will include adequate floorspace to accommodate the Travel Centre to be provided pursuant to the provisions of the Zone 1 Agreement and together comprising a total floor area of not less than **100 square metres**.

"Zone 1 Travel Plan" means a travel plan for Zone 1 such plan to be prepared in accordance with the Stratford City Travel Plan pursuant to the Zone 1 Agreement.

"Zones 2-7 Travel Plan" means a travel plan for the Development Site such plan to be prepared in accordance with the Stratford City Travel Plan.

2. OPERATIVE PROVISIONS

2.1 Transport Co-ordinator

Not used.

2.2 Compliance with STPG Operating Procedures

The Zones 2-7 Developer, the ODA, the Council and TfL will operate STPG in accordance with the STPG Operating Procedures and each of the parties to this Agreement will comply with the obligations on their part specified therein.

2.3 Preparation of Zones 2-7 Travel Plan

2.3.1 The Zones 2-7 Developer will prepare the draft Zones 2-7 Travel Plan which provides details of the Zones 2-7 Developer's proposals for implementing the proposals described in the Stratford City Travel Plan in relation to Zones 2-7.

2.3.2 The Zones 2-7 Developer will submit the draft Zones 2-7 Travel Plan to STPG for consideration and will have regard to STPG's comments in preparing any amendments to the Zones 2-7 Travel Plan before submitting it to the ODA, the Council and TfL for approval.

2.3.3 Unless otherwise agreed by the ODA, the Council and TfL, the Zones 2-7 Developer will not Occupy any retail, commercial, residential, hotel, leisure or education floorspace in Zones 2-7 unless the Zones 2-7 Travel Plan has been approved by the ODA, the Council and TfL.

2.4 Occupier Travel Plans

2.4.1 The Zones 2-7 Developer shall use all Reasonable Endeavours to agree with Occupiers of premises at the Development with floorspace of 4,645 square metres or more that they will:

(A) nominate a representative who will be responsible for preparing and reviewing an Occupier Travel Plan and attending regular meetings with the Transport Co-ordinator on the Occupier Travel Plan; and

(B) prepare an Occupier Travel Plan in consultation with STPG.

2.4.2 The Zones 2-7 Developer shall encourage and assist Occupiers in preparing an Occupier Travel Plan referred to in paragraph 2.4.1(A) above.

2.4.3 In the event that Occupiers do not agree to produce an Occupier Travel Plan the Zones 2-7 Developer shall use all Reasonable Endeavours to arrange a meeting with the ODA, the Council, TfL, the Zones 2-7 Developer and the Occupier to try and facilitate the agreement of the Occupier to prepare an Occupier Travel Plan.

2.5 Travel Centre

Not used.

2.6 Cycle parking

2.6.1 The Zones 2-7 Developer will provide and retain secure cycle parking spaces at the Development, with appropriate weather protection, for employees in accordance with the following standards:

- (A) at least 1 space for each 300 square metres of office floorspace (Class B1) Completed at the Development;
- (B) at least 1 space for each 400 square metres of retail floorspace (Classes A1, A2 and A3) Completed at the Development;
- (C) at least 1 space for each 600 square metres of leisure floorspace (Classes D1 and D2) Completed at the Development;
- (D) at least 1 space for each 20 bedrooms available at hotels (Class C1) Completed at the Development;
- (E) at least 112 spaces for the education campus forming part of the Development; and
- (F) at least 10 spaces at the Playing Fields.

2.6.2 In respect of residential units at the Development not constructed at ground level, the Zones 2-7 Developer will provide and retain secure cycle parking spaces, with appropriate weather protection, in accordance with the following standards:

- (A) at least one space for each 2.5, 1 bed residential units Completed at the Development;
- (B) at least one space for each 1.5, 2 bed residential units Completed at the Development; and
- (C) at least one space for each 3 or more bed residential units Completed at the Development,

and the Zones 2-7 Developer will review in each Zonal Masterplan the demand and scope for increasing this provision within open spaces at the Development without compromising open space provision as set out in Condition E1 or in Part 8 of this Schedule 1, up to a maximum of 1 space for each residential unit not constructed at ground level.

2.6.3 The Zones 2-7 Developer will ensure that all residential units at the Development constructed at ground level will have access to courtyards or other external space where they may store cycles.

2.6.4 The Zones 2-7 Developer will provide and retain cycle parking spaces for visitors to the Development in accordance with the following standards:

- (A) at least one space for each 1,000 square metres of office floorspace (Class B1) Completed at the Development;
- (B) at least one space for each 300 square metres of retail floorspace (Classes A1, A2 and A3) Completed at the Development;

- (C) at least one space for each 600 square metres of leisure floorspace (Classes D1 and D2) Completed at the Development; and
 - (D) at least one space for each 10 residential units Completed at the Development.
- 2.6.5 Not used.
- 2.6.6 Not used.
- 2.6.7 In addition to the cycle parking spaces to be provided and retained by the Zones 2-7 Developer pursuant to paragraph 2.6.1, 2.6.2 and 2.6.4, the Zones 2-7 Developer will also provide and retain at least 100 spaces in the parks or open spaces Completed at the Development pursuant to Part 8 of this Schedule 1.

2.7 **Motorcycle parking**

- 2.7.1 The Zones 2-7 Developer will provide and retain motorcycle parking spaces at the Development in accordance with the following standards:
- (A) at least one space for each 500 square metres of office floorspace (Class B1) Completed at the Development, such spaces to have appropriate weather protection and to have CCTV security linked to an appropriate central control; and
 - (B) at least one space for each 1,500 square metres of office floorspace (Class B1) Completed at the Development, such spaces to be provided in designated on-street areas, such on-street areas to be designated through the approval of Zonal Masterplans.
- 2.7.2 The Zones 2-7 Developer will provide and retain at the Development, with appropriate weather protection, at least one motorcycle parking space at the Development for each 40 bedrooms available at hotels (Class C1) Completed at the Development, for hotel employees and users.
- 2.7.3 The Zones 2-7 Developer will provide and retain at the Development at least one motorcycle space for each 700 square metres of retail (Class A1) or leisure (Classes D1 and D2) floorspace Completed at the Development, such spaces to be provided in designated on-street areas, such on-street areas to be designated through the approval of Zonal Masterplans, for retail and leisure employees and visitors.
- 2.7.4 The Zones 2-7 Developer will provide and retain at the Development, with appropriate weather protection, at least one motorcycle parking space for each 10 residential units Completed at the Development, for use by residents and their visitors.
- 2.7.5 The Zones 2-7 Developer will provide and retain at the Development, with appropriate weather protection, at least 8 motorcycle parking spaces for the education campus forming part of the Development.
- 2.7.6 Not used.

2.8 Car Sharing Scheme

Not used.

2.9 Car Club

2.9.1 Prior to Implementation, the Zones 2-7 Developer shall undertake a study (to cost no more than **£30,000** (Indexed)) into a scheme to provide residents and employees with access to cars for short term hire (being periods of less than one whole day) on either a commercial basis, a part subsidised basis or a fully subsidised basis, such study to recommend the preferred basis for the scheme together with an implementation strategy for it and the Zones 2-7 Developer will provide a copy of the completed study to the ODA and the Council within 5 Working Days of completion of such study.

2.9.2 The Zones 2-7 Developer, the ODA and the Council shall review the recommendations of the study and agree the basis for establishing the Car Club, including the timescale for its implementation and will use Reasonable Endeavours to complete such review of the study within a period of 3 months following completion of the study.

2.9.3 If the scheme is to be run on a commercial basis, then the Zones 2-7 Developer will establish the scheme on the Development Site on commercially viable terms with an operator who has experience of running similar schemes (unless otherwise agreed with TfL, the ODA and the Council) within the timescale agreed pursuant to paragraph 2.9.2.

2.9.4 If the scheme is to be run on a part or fully subsidised basis then the Zones 2-7 Developer will establish the scheme upon funds being secured or re-allocated from other commitments in this Part 2 to meet such subsidy.

2.10 Cycle Pool

2.10.1 Not used.

2.10.2 The Cycle Pool will initially be provided in a single location in either Zone 4 or Zone 5 and then distributed across at least 3 locations at the Development Site **PROVIDED THAT** unless otherwise agreed by the ODA (in consultation with the Council), such locations shall be in Zones 2, 4 or Zone 5 (to be determined through the submission and approval of the Zonal Masterplans for Zones 2, 4 and Zone 5).

2.10.3 The Cycle Pool will be established in each location referred to in paragraph 2.10.2 prior to first Occupation of the relevant Zone.

2.10.4 Bicycles will be available from the Cycle Pool to employees and residents of the Development subject to payment of a reasonable refundable deposit and production of reasonable evidence of their name and address.

2.10.5 Unless otherwise agreed by the ODA and the Council, the number of bicycles available from the Cycle Pool will be subject to periodic review by STPG, who shall consider increasing the number of bicycles in the event that the scheme is operating successfully and demand exceeds the number of bicycles available from the Cycle Pool.

2.11 Bicycle Users Group

2.11.1 The Zones 2-7 Developer shall publicise on any website set up pursuant to paragraph 2.14.5 below and in travel information booklets provided within the Development Site and at the Travel Centre pursuant to paragraphs 2.14.1 to 2.14.3 below, the existence of the Bicycle Users Group as a point of information and contact for cyclists.

2.11.2 Not used.

2.12 Home zones

2.12.1 The Zones 2-7 Developer will identify in each Zonal Masterplan submitted to the ODA for approval pursuant to Condition A1 any areas within that Zone which are proposed to be traffic-calmed home zones and will accompany such Zonal Masterplan with details of the proposed traffic calming measures.

2.12.2 No part of any phase of any home zone identified pursuant to paragraph 2.12.1 may be Occupied until all proposed traffic calming measures approved by the ODA for that phase of the home zone have been carried out and completed.

2.13 Access

2.13.1 The Zones 2-7 Developer will have regard to the transport needs of the disabled in the preparation and operation of the Zones 2-7 Travel Plan.

2.13.2 Bus stops within the Development will be designed to cater for low-floor vehicles and step-free access.

2.13.3 Not used.

2.13.4 Not used.

2.14 Travel information

2.14.1 Prior to first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in Zones 2-7, the Zones 2-7 Developer will prepare and submit to STPG for approval the draft of a booklet for distribution to all employees and residents of the Development giving information on travel to and from the Development Site, public transport service information and information on the existence and location of the Bicycle Users Group within the Travel Centre and once approved by STPG the booklet will be issued in accordance with paragraphs 2.14.2 and 2.14.3.

2.14.2 The Zones 2-7 Developer will distribute copies of the booklet as approved pursuant to paragraph 2.14.1 to all residents upon their first Occupation of any Residential Unit.

2.14.3 Copies of the booklet as approved pursuant to paragraph 2.14.1 will also be made available at the Travel Centre free of charge to visitors to the Stratford City Development from the date upon which the Travel Centre is open to the public.

2.14.4 Prior to first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in Zones 2-7, the Zones 2-7 Developer will prepare stand-

alone maps showing walking and cycling routes to and from the Development Site and the location of bus routes and bus stops to, from and at the Development Site and such maps will be available free of charge at the Travel Centre from the date upon which the Travel Centre is open to the public.

- 2.14.5 Prior to first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in Zones 2-7, the Zones 2-7 Developer will establish and thereafter maintain a dedicated website for the Development providing general information about travel to and from the Development, information on the existence and location within the Travel Centre of the Bicycle Users Group and specific real-time service information for public transport services serving the Development (subject to the reasonable availability of such information from transport operators).

2.15 Sustainable Delivery System

Not used.

2.16 Monitoring and review

- 2.16.1 The Zones 2-7 Developer shall monitor and review the Zones 2-7 Travel Plan within 1 year of first Occupation of any retail, commercial, residential, hotel, leisure or education floorspace in Zones 2-7 and thereafter annually, to take account of:

- (A) pedestrian footfall counts within the Development, car park usage and automatic traffic counts;
- (B) the results of periodic transport surveys including trip-making data and modal split information; and
- (C) bespoke surveys focused on assessing particular measures or developing understanding to respond to particular transport issues,

such counts and surveys to be carried out by the Zones 2-7 Developer, and the ODA and the Council and TfL may each use any such information for any of its legitimate purposes.

- 2.16.2 Within 1 month of completion of each such review pursuant to paragraph 2.16.1, the Zones 2-7 Developer shall submit the results to STPG and will report on how the Zones 2-7 Travel Plan has operated during the preceding period and specifically how effective the Zones 2-7 Travel Plan has been in implementing its objectives and will propose changes to the Zones 2-7 Travel Plan and a timescale for their implementation for approval by STPG, **PROVIDED THAT** any such changes may not alter the primary focus of the Zones 2-7 Travel Plan, which will continue to be the matters described in the Stratford City Travel Plan (as applicable to Zones 2-7) and STPG will have regard to the feasibility and viability of the Zones 2-7 Travel Plan when considering whether or not to approve changes proposed by the Zones 2-7 Developer.

- 2.16.3 The Zones 2-7 Developer will implement the changes approved by STPG to the Zones 2-7 Travel Plan in accordance with such timescale as may be agreed by STPG and will liaise with the Transport Co-ordinator in relation to any new

measures that may fall within the remit of the Transport Co-ordinator to ensure that such measures are encompassed by the Transport Co-ordinator's duties.

2.17 Costs and expenses

Not used.

PART 3

PROJECT DESIGN REVIEW PANEL

RECITALS

- (A) The design aspirations for the Stratford City Development were set out in the Stratford City Design Strategy, which describes the design principles and framework for the future development of the Stratford City Site.
- (B) The Zone 1 Developer recognised that it was not possible or even desirable to be prescriptive about the design of the Stratford City Development at the outline planning stage. However, the Design Strategy sought to set out clear objectives and guiding principles for the Stratford City Development. Whilst the detail of buildings and spaces will vary as detailed designs come forward, the Zones 2-7 Developer is committed pursuant to Condition F1 to the principles identified in the Design Strategy and Design Strategy Study Updates as they apply to the Development Site, which will be taken into account by the ODA when applications for the approval of Reserved Matters are considered.
- (C) Stratford City will be realised over a period of time, with evolving and varying influences informing the detailed design of the Stratford City Development. In order to achieve a consistent but dynamic response to evolving design proposals, and to ensure that those proposals live up to the vision set out in the Design Strategy, and aspire to the achievement of new urban design of the highest quality, a Design Review Panel has been established. The Design Review Panel reviews certain key design elements of the Stratford City Development proposals as they are developed in detail, and advises the ODA to inform their consideration of applications for the approval of Reserved Matters.
- (D) The objectives of the Design Review Panel are fourfold. First, to encourage the achievement of design quality throughout the Stratford City Development. Secondly, to encourage consensus among stakeholders in relation to the design of the Stratford City Development, in order to facilitate collective decision making and expedition of the approval process. Thirdly, to provide continuity of design from the grant of the Third Planning Permission through to the approval of Reserved Matters. And fourthly, to provide advice to the ODA on the design quality of the proposals for the Stratford City Development for the ODA to take into consideration in the determination of whether to grant approval for those proposals.

RELEVANT DEFINITIONS

"Design Review Panel" means the panel established and operated prior to the date of this Agreement pursuant to the obligations in Part 3 of Schedule 1 to the Original Agreement and Part 3 of Schedule 1 to the Revised Section 106 Agreement and to be operated with effect from the date of this Agreement in accordance with the DRP Operating Procedures.

"DRP Operating Procedures" means the operating procedures for the Design Review Panel set out in **Annexure 25**.

3. OPERATIVE PROVISIONS

3.1 Compliance with DRP Operating Procedures

The Zones 2-7 Developer, the ODA and the Council will operate DRP in accordance with the DRP Operating Procedures and each of the parties to this Agreement will comply with the obligations on their part specified therein.

3.2 Highway Works Applications

The obligations set out in this Part 3 will not apply to design proposals pursuant to the Highway Works Applications.

3.3 Developer's maximum liability

Subject to clause 9.21.1, the Zones 2-7 Developer cannot be required to spend more than **£125,000** (Indexed) pursuant to this Part 3.

PART 4

AFFORDABLE HOUSING

RECITALS

- (A) The Third Planning Permission authorises an extensive residential component of up to **518,326 square metres** gross residential floorspace (as referred to in Condition D2) for a range of market, affordable intermediate and affordable social rented housing tenures intended to be built in phases as the Stratford City Development proceeds.
- (B) National planning policy in, inter alia, PPS 3, regional planning policy in the London Plan, and local planning policy in the Newham UDP and supplementary planning guidance has been taken into account by the Zones 2-7 Developer in preparing its proposals for the provision of Affordable Housing within the Development and by the ODA in its consideration of Principal Application 3.
- (C) The ODA, the Council and the Zones 2-7 Developer share the objective of providing an inclusive and sustainable residential community combining market housing and Affordable Housing at the Development as part of the overall strategy to create a sustainable mixed use development.
- (D) Having regard to the abnormal infrastructure costs in relation to the Stratford City Development and the consequent level of grant funding required in relation to the provision of the Affordable Housing, it has been agreed that 30% of the residential units to be constructed at the Stratford City Development will be provided as Affordable Housing in accordance with the detailed provisions of this Part 4 and the detailed provisions of Part 4 of Schedule 1 to the Zone 1 Agreement, but that a mechanism should also be put in place for further Affordable Housing above that amount to be provided (up to a maximum of 35% of Residential Units) in the event that additional funding is secured to facilitate such an increase in the Affordable Housing at the Development.
- (E) The Zones 2-7 Developer, the ODA and the Council have accordingly agreed to the detailed provisions set out in this Part 4.

RELEVANT DEFINITIONS

"**Affordable Housing**" means housing that is available to people whose incomes are insufficient to enable them to afford adequate housing locally on the open market and where the rent or price for such housing is reduced, directly or indirectly, by means of subsidy from the public, private or voluntary sectors and which is provided for or managed by a housing association, local authority or other organisation.

"**Affordable Housing Price**" means the aggregate of the sums shown in Schedule 5 for each of the Affordable Housing Units in a Housing Phase (or relevant part thereof) by reference to the tenure and size of each of those Affordable Housing Units calculated on the assumption that those Affordable Housing Units were Substantially Complete on the date of calculation **PROVIDED THAT** the sums shown in Schedule 5 will be increased to take account of any increase resulting from the HCA's grant structure relating to the London Borough of Newham, the amount of such increase to be agreed by the Zones 2-7 Developer and the Council from time to time and **PROVIDED FURTHER THAT** the sums shown in Schedule 5 will be index-linked in accordance with clause 9.15 by reference to the Tender Price Index.

"Affordable Housing Provider" means a company or organisation involved in the provision of Affordable Housing at the Development identified on the list submitted to the ODA and the Council by the Zones 2-7 Developer pursuant to paragraph 4.6.1 and approved by the ODA and the Council (in consultation with the HCA) where such approval is necessary pursuant to paragraph 4.6.1 (or determined in accordance with clause 10).

"Affordable Housing Units" means housing units designed and constructed by the Zones 2-7 Developer as part of the Development to be made available either as Social Rented Units or Intermediate Units in accordance with the provisions of this Part 4.

"Approved RSL List" means the Council's list of approved RSLs in relation to the provision of Affordable Housing in the Council's Area as such list may be amended from time to time.

"Base Cost" means a sum equivalent to the capitalised rental stream for the relevant Social Rented Units (after deduction of management and maintenance costs) calculated in accordance with Schedule 7 **PROVIDED THAT** the sums shown in Schedule 7 will be index-linked in accordance with clause 9.15 by reference to the Tender Price Index.

"Cascade Mechanism" means the sequence of steps which may be taken by the Zones 2-7 Developer pursuant to paragraphs 4.10 and/or 4.11 in circumstances where a Qualifying Offer for the Affordable Housing Units in any Housing Phase has not been received and/or a binding contract for the Transfer of those Affordable Housing Units has not been entered into within the requisite period.

"Commutated Sum" means the sum to be paid by the Zones 2-7 Developer pursuant to paragraph 4.2.5, paragraph 4.10.1(A) or paragraph 4.11.2(A) in lieu of the provision of the Affordable Housing Units referred to in those paragraphs being the aggregate of the sums shown in Schedule 6 for each of those Affordable Housing Units calculated on the date that the Council served its counter-notice requiring payment of the Commuted Sum pursuant to paragraph 4.10.1(A) or paragraph 4.11.2(A) or (in the case of a Commuted Sum to be paid pursuant to paragraph 4.2.5) the date on which the ODA the Council and the Zones 2-7 Developer agreed that a Commuted Sum should be payable and on the assumption that those Affordable Housing Units were to be provided in accordance with the original proportion of Affordable Housing Units and mix of tenures specified in paragraph 4.1 **PROVIDED THAT** the sums shown in Schedule 6 will be index-linked in accordance with clause 9.15 by reference to the Tender Price Index.

"Design and Quality Standards" means the design and quality standards published from time to time by the HCA (the latest edition being those inherited from the Housing Corporation dated April 2007) setting out the HCA's requirements and recommendations for all new homes receiving Social Housing Grant.

"Discount Market Rent Inflator" means an increase by reference to the amount of the annual increase in the Index plus no more than three quarters of one percentage point.

"Discount Market Rented Units" means Affordable Housing to be made available on a rental basis at an initial annual rent that is not higher than 70% of the Open Market Rent for that Affordable Housing and which thereafter only increases in accordance with the Discount Market Rent Inflator.

"East London Housing Sub-Region" means the City of London and the London Boroughs of Barking and Dagenham, Hackney, Havering, Redbridge, Newham, Waltham

Forest and Tower Hamlets or any successor body or group of boroughs that may replace them from time to time.

"HCA" means the Homes and Communities Agency of 110 Buckingham Palace Road, London, SW1W 9SA or such successor body for the time being having or being entitled to exercise the powers now conferred on such agency at the date of this Agreement.

"Homebuy Agent" means the relevant homebuy agent from time to time for the East London Housing Sub-Region or any successor body or person that may replace such agent from time to time.

"Homebuy Agent List" means the list administered by the Homebuy Agent of applicants seeking intermediate housing in the East London Housing Sub-Region.

"Households on Intermediate Incomes" means households with a gross annual income (including benefits) of between £20,014 and £50,035 (Indexed).

"Households on Lower Intermediate Incomes" means households with a gross annual income (including benefits) of between £20,014 and £38,916 (Indexed).

"Households on Upper Intermediate Incomes" means households with a gross annual income (including benefits) of between £38,916 and £50,035 (Indexed).

"Housing Phase" means a phase of residential development in any Zone as identified in the relevant Zonal Masterplan approved by the ODA pursuant to Condition A1 as amended from time to time by agreement with the ODA.

"Housing Package" means those Affordable Housing Units in any part of a Housing Phase which the Zones 2-7 Developer is required to tender in accordance with the provisions of paragraphs 4.7 to 4.9.

"Intermediate Units" means Affordable Housing to be provided as:

- (a) Shared Equity Units;
- (b) Shared Ownership Units;
- (c) Discount Market Rented Units; and/or

such other form of intermediate housing as may be agreed by the Zones 2-7 Developer, the ODA and the Council in accordance with the provisions of this Part 4.

"Market Housing Units" means housing units within the Development Site constructed pursuant to the Third Planning Permission which are not Affordable Housing.

"Model Shared Ownership Lease" means the model form of lease for all new build shared ownership units prescribed by the HCA as may be amended from time to time.

"Model Shared Ownership Lease Market Value" means the market value calculated in accordance with the provisions of paragraph 1(1) of the Fifth Schedule to the Model Shared Ownership Lease.

"Nominating Body" means the local authority or authorities with nomination rights in respect of the Affordable Housing Units in question.

"Nominations Agreement" means an agreement between an Affordable Housing Provider and the Nominating Body containing arrangements (subject to paragraphs 4.15.4 and 4.15.8) for the initial and subsequent selection and prioritisation of tenants or occupiers of Affordable Housing Units in accordance with the nominations protocol or protocols agreed by the East London Housing Sub-Region from time to time.

"OJEU Tender Process" means a competitive tendering process pursuant to publication of notice in the Official Journal of the European Union ("**OJEU**") under the Public Contracts Regulations 2006 or the Utilities Contracts Regulations 2006 or any subsequent regulations relating to the same.

"Open Market Rent" means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (5th Edition) or such amended definition as may replace it from time to time.

"Open Market Value" means a price to be calculated in accordance with the definition of "Market Value" at Practice Statement 3.2 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (5th Edition) or such amended definition as may replace it from time to time.

"Privately Funded Units" means any Affordable Housing Units for which no Social Housing Grant is available or which are to be provided by an Affordable Housing Provider without any Social Housing Grant, which Affordable Housing Units the Zones 2-7 Developer will not be obliged to tender in accordance with paragraphs 4.7 to 4.9 prior to Transfer to an Affordable Housing Provider.

"Qualifying Offer" means an offer by an Affordable Housing Provider to purchase the Affordable Housing Units (excluding any Privately Funded Units) in any Housing Package forming part or the whole of a Housing Phase for a price (the calculation of such price to take account of any ground or market rent payable by the Affordable Housing Provider at its net present value) that is equal to or in excess of the Affordable Housing Price and which provides for:

- (a) the Social Rented Units in the relevant Housing Phase to be provided at initial rents which are in accordance with Target Rents and in accordance with the provisions of paragraph 4.18 in relation to service and estate charges;
- (b) unless otherwise agreed by the ODA and the Council, at least 50% of the Intermediate Units (including any Privately Funded Units) in the relevant Housing Phase to be provided for and be affordable to Households on Lower Intermediate Incomes and the remainder of the Intermediate Units in the relevant Housing Phase to be provided for and be affordable to Households on Upper Intermediate Incomes, such affordability to be determined in accordance with sub-paragraph (c);
- (c) unless otherwise agreed by the ODA and the Council, the cost of rent, and/or mortgage payments and service and estate charges in relation to the Intermediate Units (including any Privately Funded Units) in the relevant Housing Phase not to exceed:
 - (i) 30% of the gross income of a household earning at least **£20,014** (Indexed) but less than **£27,797** (Indexed) per annum;

- (ii) 35% of the gross income of a household earning at least **£27,797** (Indexed) but less than **£44,475** (Indexed) per annum; and
- (iii) 40% of the gross income of a household earning at least **£44,475** (Indexed) but not more than **£50,035** (Indexed) per annum;
- (d) the Affordable Housing Provider to enter into a Nominations Agreement and (in relation to any Intermediate Units) a Service Level Agreement with the Nominating Body in relation to any Affordable Housing Units which are the subject of such offer,

and which otherwise satisfies all of the requirements of the invitation to tender pursuant to paragraph 4.8.

"Qualifying Persons" means persons from Households on Intermediate Incomes who:

- (a) are already resident in the East London Housing Sub-Region; or
- (b) have links to the East London Housing Sub-Region through having previously lived there or having immediate family currently living there; or
- (c) work in or have accepted an offer to work in the East London Housing Sub-Region; or
- (d) attend or have accepted an offer to attend an educational institution in the East London Housing Sub-Region.

"Regulator" means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority) established under the Housing and Regeneration Act 2008 and whose powers and responsibilities are set out in Part II Chapter 2 of such Act or such other body for the time being having or being entitled to exercise such powers and responsibilities.

"Residential Units" means the Affordable Housing Units and the Market Housing Units.

"RSL" means an organisation registered as a Registered Social Landlord under section 1 of the Housing Act 1996 or under such statutory regime as may replace it from time to time.

"Service Level Agreement" means a service level agreement containing arrangements in relation to the operation of the Homebuy Agent List in a form which complies with HCA practice guidance issued from time to time.

"Shared Equity Units" means Affordable Housing to be made available by an Affordable Housing Provider where a proportion of the equity (being not less than 30% and not more than 80% and subject to an initial average equity share across all such units at the Development being not less than 60%) is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing Provider without rent being charged in respect of the retained equity and, unless otherwise agreed by the Council and the Zones 2-7 Developer (or, in relation to the Zones 2-7 Developer, any person nominated by the Zones 2-7 Developer for that purpose), on terms that entitle the purchaser to acquire up to 80% of the equity through Staircasing.

"Shared Ownership Units" means Affordable Housing to be made available by an Affordable Housing Provider where a proportion of the equity is sold on a long lease to the

purchaser and the remainder of the equity is retained by the Affordable Housing Provider subject to rent being charged on the retained equity, such rent to be increased by reference to the Discount Market Rent Inflator, and, unless otherwise agreed by the Council and the Zones 2-7 Developer (or, in relation to the Zones 2-7 Developer, any person nominated by the Zones 2-7 Developer for that purpose), on terms that entitle the purchaser to acquire up to 70% of the equity through Staircasing in the case of Privately Funded Units and up to 100% of the equity through Staircasing in other cases.

"Social Housing Grant" means grant provided by the HCA for the provision of Affordable Housing.

"Social Rented Rent Inflator" means an increase by reference to the amount of the annual increase in the Index plus half of one percentage point.

"Social Rented Units" means Affordable Housing let at initial rents which are in accordance with Target Rents or such other regime or guidance as may from time to time replace the same, such rents to be increased by reference to:

- (a) in the case of Privately Funded Units, the Social Rented Rent Inflator; and
- (b) otherwise, Housing Corporation Circular 09/04 issued in October 2004 entitled *Rents and Service Charges for housing associations* or such amended Circular published by the Regulator to replace it from time to time.

"Staircasing" means the purchase by the owner of additional equity in a Shared Ownership Unit or a Shared Equity Unit in accordance with arrangements (including the minimum amount of additional equity that can be purchased on any occasion and the maximum number of such purchases that can be made by an owner) to be agreed by the Zones 2-7 Developer and the Affordable Housing Provider.

"Substantially Complete" means in relation to any Affordable Housing Units that they have been constructed and are ready for handover to the Affordable Housing Provider in the condition specified in the binding contract entered into by the Zones 2-7 Developer and the Affordable Housing Provider for the Transfer of those Affordable Housing Units.

"Supported Housing Units" means Social Rented Units which are provided either:

- (a) as accommodation for frail elderly persons who require on-site attendance of support staff to be available for their everyday needs; or
- (b) for the disabled or other categories of persons whom the Council reasonably considers have supported housing needs.

"Target Rents" means rents calculated in accordance with the formula set out in the *Guide to Social Rent Reforms in the Local Authority Sector* published by the Department of the Environment, Transport and the Regions in March 2001 or such amended formula published by the Government from time to time and also in accordance with any documents published by the Regulator giving effect to such formula or amended formula.

"Transfer" for the purposes of this Part 4 means a transfer by way of the grant of a lease for a term of at least 125 years and cognate expressions shall be construed accordingly.

"Wheelchair Housing" means housing that is capable of adaptation for use by wheelchair users in accordance with the Wheelchair Housing Design Standards 1997 published by the

National Wheelchair Housing Association Group (NATWHAG) and the floorspace figures specified in the tables at paragraphs 4.3.1 and 4.3.3 will be adjusted if and to the extent necessary to reflect such Design Standards.

4. OPERATIVE PROVISIONS

4.1 General overview

- 4.1.1 Subject to paragraph 4.20 and the operation of the Cascade Mechanism and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer will provide 28.6% of the total number of Residential Units as Affordable Housing in the following proportions:

	Percentage of Residential Units
Social Rented Units	18.6% (of which 75 Residential Units will, subject to paragraph 4.5, be provided as Supported Housing Units)
Intermediate Units	10.1%
Total Affordable Housing Units	28.6%

- 4.1.2 Subject to the operation of the Cascade Mechanism and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer will provide the Intermediate Units in the following proportions:

	Percentage of Intermediate Units
Shared Equity Units	46.2%
Shared Ownership Units	34.1%
Discount Market Rented Units	19.7%

- 4.1.3 Where in this Part 4 the number of Affordable Housing Units of any particular tenure, size or mix to be provided by the Zones 2-7 Developer is specified as a percentage, the requirement will be satisfied where the actual number of Affordable Housing Units provided when expressed as a percentage to one decimal place is as near as arithmetically possible to the specified percentage unless otherwise agreed by the ODA (in consultation with the Council) and subject to the operation of the Cascade Mechanism.

4.2 Phasing

- 4.2.1 Subject to the operation of the Cascade Mechanism and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer will distribute the Affordable Housing Units across the Development within the following ranges for each Zone:

	Percentage of Residential Units
Affordable Housing Units in Zone 2	30% - 50%
Affordable Housing Units in Zone 3	10% - 20%
Affordable Housing Units in Zone 4	30% - 50%
Affordable Housing Units in Zone 5	25% - 35%
Affordable Housing Units in Zone 6	0%
Affordable Housing Units in Zone 7	0%

- 4.2.2 The Zones 2-7 Developer will provide the Affordable Housing Units in accordance with the Site Wide Housing Strategy and each Zonal Masterplan approved by the ODA pursuant to Condition A1.
- 4.2.3 Unless otherwise agreed by the ODA and subject to paragraph 4.2.4 and to the operation of the Cascade Mechanism, the Zones 2-7 Developer will not Occupy more than 70% of the total Market Housing Units which are permitted to be constructed in any Zone (which totals are specified in the Site Wide Housing Strategy) unless the Affordable Housing Units to be constructed in that Zone are Substantially Complete and have been Transferred to an Affordable Housing Provider.
- 4.2.4 Save where the Affordable Housing Provider is the Zones 2-7 Developer or any subsidiary company or organisation established by or associated with the Zones 2-7 Developer for the provision of Affordable Housing, the Zones 2-7 Developer will be released from the restriction on Occupation set out in paragraph 4.2.3 in relation to a Zone in the event that:
- (A) the Zones 2-7 Developer has entered into a binding contract or contracts for the Transfer of all of the Affordable Housing Units in that Zone to an Affordable Housing Provider or Affordable Housing Providers; and
 - (B) the contract or contracts referred to in sub-paragraph (A) provides or provide for completion of the Transfer or Transfers to take place by no later than the date of Occupation of 70% of the total Market Housing Units which are permitted to be constructed in that Zone (which totals are specified in the Site Wide Housing Strategy); and
 - (C) any Transfer or Transfers is or are not completed by that date solely as a result of a breach of contract or failure to perform by the relevant Affordable Housing Provider or Affordable Housing Providers; and
 - (D) reasonable documentary evidence of the matters referred to in sub-paragraphs (A) to (C) has been provided by the Zones 2-7 Developer to the ODA.
- 4.2.5 Where the Zones 2-7 Developer is released pursuant to paragraph 4.2.4 from the restriction on Occupation set out in paragraph 4.2.3 in relation to a Zone, the Zones 2-7 Developer will use all Reasonable Endeavours to secure completion of the relevant Transfer or Transfers not completed by the date of Occupation of

70% of the total Market Housing Units which are permitted to be constructed in that Zone (which totals are specified in the Site Wide Housing Strategy) as soon as reasonably practicable and where, despite using its Reasonable Endeavours, the Zones 2-7 Developer is unable to Transfer the relevant Affordable Housing Units to the Affordable Housing Provider or Affordable Housing Providers with whom the Zones 2-7 Developer had entered into a binding contract or contracts then the Zones 2-7 Developer will discuss and agree with the ODA and the Council how to proceed including (without limitation) whether those Affordable Housing Units (or a proportion thereof) should be Transferred to another Affordable Housing Provider or whether a Commuted Sum should be paid by the Zones 2-7 Developer to the Council in lieu of the provision of those Affordable Housing Units.

4.3 Dwelling mix

- 4.3.1 Unless otherwise agreed by the ODA (in consultation with the Council) and subject to paragraph 4.5 and the operation of the Cascade Mechanism, the Social Rented Units will comprise the following mix of unit sizes:

	Percentage of Social Rented Units
1 bed units: 46 square metres gross floorspace	18.8%
2 bed units: 66 square metres gross floorspace	39.2%
3 bed units: 86 square metres gross floorspace	16.0%
3 bed units: 90 / 96 square metres gross floorspace	6.8%
4 bed units: 117 square metres gross floorspace	19.2%

- 4.3.2 The Supported Housing Units will be a mix of 65 1 bed and 10 2 bed units for the purpose of paragraph 4.3.1.

- 4.3.3 Unless otherwise agreed by the ODA (in consultation with the Council) and subject to the operation of the Cascade Mechanism, the Intermediate Units will comprise the following mix of units:

	Percentage of Intermediate Units
1 bed units: 41 square metres gross floorspace	48.4%
2 bed units: 60 square metres gross floorspace	45.7%
3 bed units: 75 square metres gross floorspace	5.9%
4 bed units	0%

4.4 Wheelchair Housing

- 4.4.1 Unless otherwise agreed by the ODA and the Council, the Zones 2-7 Developer will provide 10% of the Social Rented Units (such proportion to apply to each

unit size of Social Rented Units as specified in the table at paragraph 4.3.1) to be constructed at the Development as Wheelchair Housing and will carry out as soon as reasonably practicable the initial fitting out works necessary to adapt those Social Rented Units for general use by wheelchair users (but not including the bespoke requirements of individual occupiers) in accordance with the scope of works for which full funding is available from the HCA or other grant funding bodies from time to time.

- 4.4.2 The provisions of paragraph 13.8 will apply to the provision of Wheelchair Housing in respect of the Intermediate Units and the Market Housing Units.

4.5 Supported Housing

- 4.5.1 Unless otherwise agreed by the ODA and the Council and subject to necessary capital and revenue grant funding being available fully to cover the cost of providing the Supported Housing Units, the Zones 2-7 Developer will provide 55 one bed and 10 two bed Supported Housing Units as accommodation for frail elderly persons who require on-site attendance of support staff to be available for their everyday needs.
- 4.5.2 Unless otherwise agreed by the ODA and the Council pursuant to paragraph 4.5.3 and subject to necessary capital and revenue grant funding being available to enable the Affordable Housing Provider fully to cover the cost of providing the Supported Housing Units, the Zones 2-7 Developer will provide 10 one bed Supported Housing Units for the disabled or other categories of persons whom the ODA and the Council shall reasonably consider have supported housing needs.
- 4.5.3 Not later than 1 year following approval of the relevant Zonal Masterplan or such later date as may be agreed by the Zones 2-7 Developer, the ODA and the Council, the Council will advise the Zones 2-7 Developer whether or not the necessary capital and revenue grant funding has been secured fully to cover the cost of providing all or any of the Supported Housing Units and whether or not it considers there is any demand for the Supported Housing Units, and if the necessary capital and revenue grant funding has not been secured or the ODA and the Council agree there is no demand for the Supported Housing Units, then the Zones 2-7 Developer will be released from its obligations under paragraph 4.5.1 and paragraph 4.5.2 in relation to those Supported Housing Units for which such full grant funding is not awarded and the Zones 2-7 Developer will provide 65 one bed and 10 two bed Social Rented Units in lieu of the relevant Supported Housing Units.
- 4.5.4 Not used.
- 4.5.5 Not used.
- 4.5.6 The Zones 2-7 Developer's obligations in this paragraph 4.5 to provide Supported Housing are separate from and in addition to the Zones 2-7 Developer's obligations in paragraph 4.4 and paragraph 13.8 in relation to the provision of Wheelchair Housing.

4.6 Affordable Housing Providers

- 4.6.1 Prior to the submission of the Zonal Masterplan for Zone 1, the Zones 2-7 Developer will submit to the ODA and the Council a list of companies or organisations involved in the provision of Affordable Housing (such list to include those RSLs on the Approved RSL List) for the approval of the Council and the ODA (in consultation with the HCA) as Affordable Housing Providers **PROVIDED THAT** the approval of the ODA and the Council will not be required in relation to any company or organisation on the Zones 2-7 Developer's list who:
- (A) will only be providing Privately Funded Units; and/or
 - (B) prior to 13 November 2007 has been the subject of an OJEU Tender Process (either by itself or as part of a consortium of companies or organisations) conducted by or on behalf of the ODA Landowner and LCR in relation to the provision of housing at the Development and/or in connection with the Games and which will be located on part of the Development Site.
- 4.6.2 The list submitted to the ODA and the Council pursuant to paragraph 4.6.1 may include the Zones 2-7 Developer or any subsidiary company or organisation established by or associated with the Zones 2-7 Developer for the provision of Affordable Housing subject to it being permitted under law to provide Affordable Housing and subject to the Zones 2-7 Developer or such company or organisation either:
- (A) meeting the Council's reasonable qualifying criteria, which may include a commitment to partnering with specialist RSLs, **PROVIDED THAT** the Council's qualifying criteria shall not preclude the Zones 2-7 Developer or such company or organisation with no experience of operating in the Council's Area from inclusion on the list; or
 - (B) having already been the subject of an OJEU Tender Process (either by itself or as part of a consortium of companies or organisations) conducted by or on behalf of the ODA Landowner and LCR in relation to the provision of housing at the Development and/or in connection with the Games and which will be located on part of the Development Site.
- 4.6.3 In the event that the Zones 2-7 Developer, the ODA and the Council cannot agree the list of Affordable Housing Providers pursuant to paragraph 4.6.1, any areas of dispute will be resolved in accordance with clause 10.
- 4.6.4 The list of Affordable Housing Providers will be reviewed by the Zones 2-7 Developer, the ODA and the Council upon the submission of the Zonal Masterplan for each of Zones 2, 4 and 5 (or more frequently if so agreed by the ODA, the Council and the Zones 2-7 Developer) and in the event that the Zones 2-7 Developer, the ODA and the Council agree any amendments to the list of Affordable Housing Providers following a review then the list of Affordable Housing Providers shall be revised accordingly.

4.7 Procurement

4.7.1 The Zones 2-7 Developer will tender the provision of any Affordable Housing Units which it anticipates will be funded in whole or in part by Social Housing Grant but will not be required to tender (unless the Zones 2-7 Developer in its absolute discretion decides to do so):

- (A) any Privately Funded Units; nor
- (B) any Affordable Housing Units which are to be provided by an Affordable Housing Provider who prior to the 13 November 2007 has been the subject of an OJEU Tender Process (either by itself or as part of a consortium of companies or organisations) conducted by or on behalf of the ODA Landowner and LCR in relation to the provision of housing at the Stratford City Development and/ or in connection with the Games and which will be located on part of the Development Site.

and, save where the Zones 2-7 Developer decides to tender any such units, paragraphs 4.7.2 and 4.7.3 and paragraphs 4.8 and 4.9 will not apply to any such Affordable Housing Units as detailed in sub-paragraphs 4.7.1(A) and 4.7.1(B).

4.7.2 The Zones 2-7 Developer will manage the tender process in a clear and transparent manner and all relevant information relating to the tender process, including copies of all responses received to invitations to tender, will be made available to the ODA and the Council and the ODA and the Council will be entitled to attend all relevant meetings during the conduct of the tender process **PROVIDED THAT** all information received by the ODA and the Council in relation to the tender documentation and tender process shall be kept confidential by the ODA and the Council and shall not be disclosed other than to the HCA on a confidential basis or to such other person with the consent of the Zones 2-7 Developer or where disclosure is required for the purposes of any dispute resolution or court proceedings.

4.7.3 The ODA and the Council agree that the Zones 2-7 Developer may design and construct all or any of the Affordable Housing units before Transferring them to an Affordable Housing Provider selected in accordance with the process set out in paragraphs 4.8 and 4.9.

4.8 Invitation to tender

4.8.1 The Zones 2-7 Developer will submit to the ODA and the Council with the tender documentation for the first Housing Package in each Housing Phase a proposed timetable for the submission of tender documentation in relation to subsequent Housing Packages in that Housing Phase and will keep the ODA and the Council informed of any changes to that timetable from time to time.

4.8.2 Unless otherwise agreed by the ODA and the Council, the Zones 2-7 Developer will not commence the construction of any Housing Package until it has submitted to the ODA and the Council for approval the tender documentation (including details of the estimated service and estate charges likely to be payable in respect of the Housing Package and how the Affordable Housing Provider proposes to keep those charges affordable) in relation to that Housing Package, together with a timetable for the tendering process and the number of Affordable

Housing Providers who will be invited by the Zones 2-7 Developer to tender for that Housing Package.

- 4.8.3 The Zones 2-7 Developer will invite the agreed number of Affordable Housing Providers to make an offer in respect of the relevant Housing Package, such invitation to be made in accordance with the timetable approved by the ODA and the Council pursuant to paragraph 4.8.2 and which shall require offers to be submitted within 2 months of the date of the Zones 2-7 Developer's invitation to tender.

4.9 Selection of preferred Affordable Housing Providers

- 4.9.1 If either the Council or the Zones 2-7 Developer, or any subsidiary company or organisation established by or associated with the Zones 2-7 Developer or the Council for the provision of Affordable Housing, submits an offer in relation to any invitation to tender, the Zones 2-7 Developer will agree with the Council, the ODA and the HCA the appointment of an independent party to manage the procurement process in the timescales set out in paragraphs 4.9.2 and 4.9.3 and make a recommendation to the Zones 2-7 Developer on the selection of a preferred Affordable Housing Provider and the Zones 2-7 Developer will have due regard to that recommendation before selecting a preferred Affordable Housing Provider.
- 4.9.2 The Zones 2-7 Developer will with effect from the closing date for the submission of offers in response to the invitation to tender, in consultation with the ODA, the Council and, where appropriate, with the HCA, examine and evaluate the offers received (if any) in response to its invitation to tender to assess which of those offers is a Qualifying Offer and, in relation to any offer which is not considered to be a Qualifying Offer, whether further negotiations should take place with the offeror with a view to securing a Qualifying Offer from that offeror.
- 4.9.3 Within 6 months of the date of the Zones 2-7 Developer's invitation to tender, the Zones 2-7 Developer after consulting with the ODA and the Council and, where appropriate, with the HCA, will either:
- (A) select a preferred Affordable Housing Provider from the Qualifying Offers received in response to the invitation to tender or otherwise secured following negotiations pursuant to paragraph 4.9.2 and will use all Reasonable Endeavours and will proceed diligently and with all due expedition to negotiate and enter into a binding contract with the preferred Affordable Housing Provider in accordance with its Qualifying Offer for the Transfer of the Affordable Housing Units in the relevant Housing Package to the preferred Affordable Housing Provider as soon as reasonably practicable; or
 - (B) where no Qualifying Offers are received in response to the invitation to tender or otherwise secured following negotiations pursuant to paragraph 4.9.2, then the Zones 2-7 Developer will select a preferred Affordable Housing Provider from any of those offers received in response to the invitation to tender or, if no offers were received, then from the list of Affordable Housing Providers, and may serve notice on the ODA and the Council (provided that the Council is not the successful tenderer) that it is

implementing the first stage of the Cascade Mechanism in relation to the Affordable Housing Units in the relevant Housing Package.

4.10 First stage of the Cascade Mechanism

4.10.1 The effect of the first stage of the Cascade Mechanism is that either:

- (A) within 20 Working Days of receipt of the Zones 2-7 Developer's notice served pursuant to paragraph 4.9.3(B) the Council may (after prior consultation with the ODA) serve a counter-notice on the Zones 2-7 Developer requiring payment of the Commuted Sum in lieu of the provision of those Affordable Housing Units that are the subject of the Zones 2-7 Developer's notice and following the service of such notice the Zones 2-7 Developer will not Occupy more than 70% of the total Market Housing Units which are permitted to be constructed in the relevant Housing Phase (which totals are specified in the Site Wide Housing Strategy) unless it has paid to the Council the Commuted Sum in relation to those Affordable Housing Units; or
- (B) if no counter-notice is served by the Council pursuant to paragraph 4.10.1(A) above within 20 Working Days of receipt of the Zones 2-7 Developer's notice served pursuant to paragraph 4.9.3(B) then the Zones 2-7 Developer will use all Reasonable Endeavours to negotiate and agree with the preferred Affordable Housing Provider as soon as reasonably practicable:
 - (1) an alternative proportion of Affordable Housing and/or mix of tenures to those specified in paragraph 4.1; and/or
 - (2) an alternative distribution of Affordable Housing Units to that specified in paragraph 4.2; and/or
 - (3) an alternative dwelling mix to that specified in paragraph 4.3; and/or
 - (4) alternative household income bands to those specified in sub-paragraph (b) of the definition of Qualifying Offer; and/or
 - (5) alternative affordability criteria to those specified in sub-paragraph (c) of the definition of Qualifying Offer; and/or
 - (6) any other requirements specified in the definition of Qualifying Offer with the aim of delivery of Affordable Housing and **PROVIDED THAT** the Affordable Housing Price may not be renegotiated or changed.

4.10.2 The Zones 2-7 Developer will fully involve the ODA and the Council and, where appropriate, the HCA, in any negotiations with the preferred Affordable Housing Provider pursuant to paragraph 4.10.1(B) and the outcome of those negotiations will be agreed by the Zones 2-7 Developer and the ODA and the Council.

4.10.3 Upon agreement by the Zones 2-7 Developer and the ODA and the Council in accordance with paragraph 4.10.2, the Zones 2-7 Developer will use Reasonable Endeavours to proceed diligently and with all due expedition to enter into a

binding contract on such renegotiated terms for the Transfer of the relevant Affordable Housing Units (by way of a 125 year lease) to the preferred Affordable Housing Provider as soon as reasonably practicable.

- 4.10.4 Any Affordable Housing Units provided in accordance with the revised arrangements set out in paragraph 4.10.1 will be subject to the terms of this Part 4 so far as they relate to Affordable Housing Units of the tenure provided in accordance with such alternative arrangements.

4.11 Second stage of the Cascade Mechanism

- 4.11.1 If after 12 months of the date of the Zones 2-7 Developer's invitation to tender and notwithstanding the Zones 2-7 Developer's Reasonable Endeavours to enter into a binding contract for the Transfer of the Affordable Housing Units in the relevant Housing Package to the preferred Affordable Housing Provider, no such binding contract has been entered into either pursuant to paragraph 4.9.3(A) or paragraph 4.10.3 then, unless otherwise agreed by the Zones 2-7 Developer and the ODA and the Council, the Zones 2-7 Developer may serve notice on the ODA and the Council that it is implementing the second stage of the Cascade Mechanism in relation to those Affordable Housing Units.

- 4.11.2 The effect of the second stage of the cascade mechanism is that either:

- (A) within 20 Working Days of receipt of the Zones 2-7 Developer's notice served pursuant to paragraph 4.11.1 the Council may (after prior consultation with the ODA) serve a counter-notice on the Zones 2-7 Developer requiring payment of the Commuted Sum in lieu of the provision of those Affordable Housing Units that are the subject of the Zones 2-7 Developer's notice and following the service of such notice the Zones 2-7 Developer will not Occupy more than 70% of the total Market Housing Units which are permitted to be constructed in the relevant Housing Phase (which totals are specified in the Site Wide Housing Strategy) unless it has paid to the Council the Commuted Sum in relation to those Affordable Housing Units; or
- (B) if no counter-notice is served by the Council pursuant to sub-paragraph (a) within 20 Working Days of receipt of the Zones 2-7 Developer's notice served pursuant to paragraph 4.11.1 then the Zones 2-7 Developer:
 - (1) will not Occupy more than 70% of the total Market Housing Units which are permitted to be constructed in the relevant Housing Phase (which totals are specified in the Site Wide Housing Strategy) unless it has Transferred 20% of the Social Rented Units that are the subject of the Zones 2-7 Developer's notice to an Affordable Housing Provider at their Base Cost and may provide the remaining 80% of those Social Rented Units as Market Housing Units instead; and
 - (2) will dispose of the Intermediate Units that are the subject of the Zones 2-7 Developer's notice:
 - (a) to Qualifying Persons on the open market but at a price not exceeding 80% of their Open Market Value; or

- (b) in relation to any such Intermediate Units that have not been disposed of in accordance with sub-paragraph (a) within 3 months of the date of the Zones 2-7 Developer's notice, to any persons from Households on Intermediate Incomes on the open market but at a price not exceeding 80% of their Open Market Value; or
- (c) in relation to any such Intermediate Units that have not been disposed of in accordance with sub-paragraphs (a) or (b) within 6 months of the date of the Zones 2-7 Developer's Notice, to any persons on the open market at their Open Market Value.

4.12 Operation of the Cascade Mechanism

- 4.12.1 The Cascade Mechanism may not be operated in relation to any Affordable Housing Units which have not been tendered in accordance with the procedure described in paragraphs 4.7 to 4.9.
- 4.12.2 Following any operation of the Cascade Mechanism, the Zones 2-7 Developer and the ODA (in consultation with the Council) will agree revisions to the proportion of Affordable Housing Units and mix of tenures specified in paragraph 4.1, the distribution of Affordable Housing Units specified in paragraph 4.2 and the dwelling mix specified in paragraph 4.3 to reflect the effect of the operation of the Cascade Mechanism on those matters and the Site Wide Housing Strategy will be updated accordingly.
- 4.12.3 Where the proportion of Affordable Housing Units is reduced as a result of the operation of the Cascade Mechanism, the Zones 2-7 Developer's obligations in this Part 4 shall cease in relation to those Affordable Housing Units which are no longer to be provided and the Zones 2-7 Developer may develop Market Housing Units in place of those Affordable Housing Units.
- 4.12.4 Where necessary for the proper planning of the tenure mixes and building plots at the Development, any revisions agreed by the Zones 2-7 Developer and the ODA (in consultation with the Council) pursuant to paragraph 4.12.2 may be made in a subsequent Housing Phase.

4.13 Commuted sum

- 4.13.1 The Council will apply any Commuted Sum received from the Zones 2-7 Developer only for the purpose of the provision of Affordable Housing.
- 4.13.2 Upon payment by the Zones 2-7 Developer of any Commuted Sum to the Council in lieu of the provision of any Affordable Housing Units, the Zones 2-7 Developer's obligations in this Part 4 shall cease in relation to those Affordable Housing Units in respect of which such Commuted Sum has been paid and the Zones 2-7 Developer may develop Market Housing Units in place of those Affordable Housing Units.

4.14 Privately funded units

The Zones 2-7 Developer will not dispose of:

- 4.14.1 any Privately Funded Units; nor
- 4.14.2 any Affordable Housing Units which are to be provided by an Affordable Housing Provider who prior to the 13 November 2007 has been the subject of an OJEU Tender Process (either by itself or as part of a consortium of companies or organisations) conducted by or on behalf of the ODA Landowner and LCR in relation to the provision of housing at the Development and/ or in connection with the Games and which will be located on part of the Development Site,

in any Housing Phase which have not been tendered in accordance with paragraphs 4.7 to 4.9 unless the disposal complies with the requirements of sub-paragraphs (a), (b), (c) and (d) of the definition of Qualifying Offer.

4.15 **Marketing and management of Affordable Housing Units**

- 4.15.1 The Zones 2-7 Developer will, by not later than the date of the invitation to tender for the first Housing Package in each Housing Phase, prepare and submit to the ODA for approval (in consultation with the Council) a marketing plan framework (taking account of the outcome of marketing of the Intermediate Units in previous Housing Phases) for the Intermediate Units in that Housing Phase the objective of which shall be to ensure that:

- (A) unless otherwise agreed by the ODA (in consultation with the Council), at least 50% of the Intermediate Units (including any Privately Funded Units) in the relevant Housing Phase will be provided for and be affordable to Households on Lower Intermediate Incomes and the remainder of the Intermediate Units in the relevant Housing Phase will be provided for and be affordable to Households on Upper Intermediate Incomes; and

- (B) unless otherwise agreed by the ODA (in consultation with the Council), the cost of rent, and/or mortgage payments and service and estate charges in relation to the Intermediate Units (including any Privately Funded Units) in the relevant Housing Phase will not exceed:

- (1) 30% of the gross income of a household earning at least **£20,014** (Indexed) but less than **£27,797** (Indexed) per annum;
- (2) 35% of the gross income of a household earning at least **£27,797** (Indexed) but less than **£44,475** (Indexed) per annum; and
- (3) 40% of the gross income of a household earning at least **£44,475** (Indexed) but not more than **£50,035** (Indexed) per annum,

in each case only to the extent possible within the arrangements that are binding upon the Affordable Housing Provider under any Nominations Agreement or Service Level Agreement required to be entered into in relation to the Intermediate Units in the relevant Housing Phase.

- 4.15.2 The Zones 2-7 Developer will procure that subject always to paragraph 4.22 each Affordable Housing Provider:

- (A) implements a detailed marketing plan for the Intermediate Units within the Housing Phase Transferred to that Affordable Housing Provider, such

detailed marketing plan to be in accordance with the marketing plan framework for the relevant Housing Phase as approved by the ODA pursuant to paragraph 4.15.1 and to be submitted to the ODA for approval by not later than the date 2 months after the Zones 2-7 Developer enters into a binding contract with the Affordable Housing Provider for the Transfer of the relevant Intermediate Units to it; and

- (B) provides to the ODA and the Council on a regular basis (not less than once every 6 months commencing on commencement of construction of a Housing Phase), a marketing report in relation to the Intermediate Units in that Housing Phase including details of the number of headline marketing advertisements, the media used, the number of promotional events and the responses received to such marketing activities.

4.15.3 The Zones 2-7 Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit or Shared Equity Unit the Affordable Housing Provider will impose obligations on the purchaser of such lease in similar terms to those stated in paragraph 4.15.4.

4.15.4 Subject to paragraph 4.21.4, where the owner of any Shared Ownership Unit or Shared Equity Unit wishes to sell his equity share in such unit:

- (A) the consideration for any such sale will be restricted to the Model Shared Ownership Lease Market Value of the equity share at the time of sale;
- (B) the owner must notify the Affordable Housing Provider of his wish to sell and the Affordable Housing Provider will then notify the Homebuy Agent and the unit will be offered to persons on the Homebuy Agent List by the Homebuy Agent;
- (C) after a period of 8 weeks from the date of notification to the Affordable Housing Provider, the Homebuy Agent may continue to identify prospective purchasers, but the owner of the unit in question shall be entitled to place the property with an estate agent and sell it privately on the open market if not already sold and shall not be bound to accept the nomination from the Homebuy Agent and the provisions of paragraph 4.22 shall cease to apply to such unit,

PROVIDED THAT if the owner has not sold the equity share in his Affordable Housing Unit after a period of 6 months from the date of notification to the Affordable Housing Provider, there shall be deemed for the purpose of paragraph 4.22 to be no need for the Affordable Housing Unit and the Zones 2-7 Developer (or any person nominated by the Zones 2-7 Developer for that purpose) may purchase the owner's equity share and subsequently sell the Affordable Housing Unit on the open market as a Market Housing Unit.

4.15.5 The Zones 2-7 Developer will procure that the relevant Affordable Housing Provider will by no later than first Occupation of the relevant Affordable Housing Units produce a customer service charter and service standards for agreement with the Council setting out management principles for those Affordable Housing Units dealing with the matters set out below (where appropriate):

- (A) Customer Service Charter
 - (1) equality and diversity;
 - (2) quality;
 - (3) continuous improvement;
 - (4) openness and transparency; and
 - (5) customer first and customer service.
- (B) Service Standards
 - (1) on moving in – condition of accommodation, residents handbook, explanation of pre-emption arrangements on re-sales, explanation of how heating systems work etc, repairs obligation of landlord, schedule setting out services Affordable Housing Provider or its agent will provide, e.g. maintenance and cleaning of common parts, maintenance of landscaping;
 - (2) office location and opening hours;
 - (3) dealing with calls and correspondence;
 - (4) making and keeping appointments;
 - (5) repairs – recording;
 - (6) repairs – timescale;
 - (7) repairs – contractors;
 - (8) service charges – explanation of accounts, value for money, regularity of statement;
 - (9) dealing with complaints;
 - (10) dealing with anti-social behaviour;
 - (11) confidentiality;
 - (12) consultation;
 - (13) Equality and diversity;
 - (14) customer first;
 - (15) carrying out customer satisfaction surveys and publishing service targets and performance,

and the Affordable Housing Provider will manage the Affordable Housing Units in accordance with the customer service charter and service standards as approved by the Council.

- 4.15.6 In the event that the future growth in the Open Market Value of Shared Equity Units and/or Shared Ownership Units outstrips the growth in incomes of Households on Intermediate Incomes (as measured by the relevant Index), then following the Transfer of any Affordable Housing Units to an Affordable Housing Provider the Affordable Housing Provider will discuss with the Council possible measures by which the affordability of the Shared Equity Units and/or Shared Ownership Units to Households on Intermediate Incomes can be maintained, including where appropriate applications for further grant funding, and will endeavour to agree the implementation (including a timescale for implementation) of such measures **PROVIDED THAT** such measures must not reduce or be likely to reduce the initial average equity share across all Shared Equity Units to less than 60%.
- 4.15.7 Unless otherwise agreed by the Council, the Zones 2-7 Developer will procure that each Transfer of Affordable Housing Units to an Affordable Housing Provider imposes a requirement on the Affordable Housing Provider to enter into a Nominations Agreement and (in relation to any Intermediate Units) a Service Level Agreement in respect of the Affordable Housing Units that are the subject of such Transfer, such Nominations Agreement and any Service Level Agreement to be entered into prior to the grant of any lease or first letting of the relevant Affordable Housing Units.
- 4.15.8 Where the arrangements for the initial selection and prioritisation of tenants or occupiers of Intermediate Units imposed upon an Affordable Housing Provider through a Nominations Agreement or Service Level Agreement result in there not being after 6 months of the operation of such arrangements sufficient tenants or occupiers in relation to any Intermediate Units who meet the affordability criteria set out in paragraph 4.15.1 or other objectives of the detailed marketing plan in relation to those Intermediate Units, then notwithstanding the terms of the Nominations Agreement or Service Level Agreement, the Affordable Housing Provider may market those Intermediate Units to Households on Intermediate Incomes from outside the East London Housing Sub-Region.

4.16 Quarterly information returns

- 4.16.1 The Zones 2-7 Developer will procure that each Affordable Housing Provider provides quarterly returns to the Council in relation to each Housing Phase with details of:
- (A) the purchaser or tenant of each Affordable Housing Unit and its tenure;
 - (B) the household income of such purchaser or tenant;
 - (C) the ethnicity of such purchaser or tenant (where available);
 - (D) for Shared Ownership Units and Shared Equity Units, the purchase price of the Unit and the percentage equity share bought;
 - (E) the total monthly housing costs for each Affordable Housing Unit, including service and estate charges but showing such charges as separate figures;
 - (F) details of all Staircasing receipts during that period;

(G) the location of the purchaser or tenant's previous accommodation by local authority area; and

(H) the purchaser or tenant's present occupation,

in each case in relation to the Affordable Housing Units disposed of or Transferred during the period covered by the quarterly return, the first of such returns to be submitted 1 month following first Occupation of the Affordable Housing Units within the Housing Phase in question and **PROVIDED THAT** following the first disposal of all of the Affordable Housing Units within each Housing Phase, returns shall not be required more frequently than once every year.

4.16.2 Where the Council is the nominating body in relation to any Affordable Housing Unit, it will provide the following information to the Affordable Housing Provider at the same time as nominating the tenant or purchaser of the relevant Affordable Housing Unit:

(A) the nominee's household type and composition;

(B) the nominee's statutory status;

(C) the ethnicity of the nominee (where available);

(D) any special housing requirements of the nominee (where known);

(E) any supported housing needs of the nominee (where known and relevant);

(F) the current housing position of the nominee (including the type of accommodation he will be moving from);

(G) the key worker status or employment status of the nominee (where known);

(H) the immigration status of the nominee;

(I) whether the nominee has a history of rent and/or housing arrears (where known); and

(J) whether the nominee has previously been barred from eligibility on the grounds of tenancy breach, anti-social behaviour or for any other reason.

4.17 **Staircasing receipts**

Any net surplus arising from the proceeds of Staircasing in respect of the Shared Equity Units and any Shared Ownership Unit that is a Privately Funded Unit (less payment of any reasonable costs) will, unless otherwise agreed by the Council and the Zones 2-7 Developer (or, in relation to the Zones 2-7 Developer, any person nominated by the Zones 2-7 Developer for that purpose), be allocated as follows:

4.17.1 60% to the Zones 2-7 Developer (or any person nominated by the Zones 2-7 Developer for that purpose); and

- 4.17.2 40% to the Council to reinvest in Affordable Housing, such payment to be made to the Council within 10 Working Days of receipt by the Zones 2-7 Developer of the relevant proceeds of Staircasing.

4.18 Management and service charges

- 4.18.1 It is acknowledged and agreed by the ODA and the Council and the Zones 2-7 Developer that:
- (A) estate and/or service charges will be payable by occupiers of the Affordable Housing Units in addition to being payable by occupiers of the Market Housing Units;
 - (B) service charges for the Affordable Housing Units will be calculated separately from the Market Housing Units;
 - (C) owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing Units; and
 - (D) it is the Zones 2-7 Developer's intention that the aggregate service charges to be payable by the occupiers of the Affordable Housing Units will be affordable.
- 4.18.2 Target management and maintenance service charges for the buildings (including wherever possible private communal space associated with those buildings) in each Zone will be based on allowances generated by the Housing Grant Rate Calculator (2005/06, or any replacement for it from time to time) for social rented housing and normal levels experienced for other affordable tenures based on developments in London of similar design.
- 4.18.3 The Zones 2-7 Developer is committed to keeping service charges for estate management (including any private communal space not covered by the management and maintenance service charges) as low as reasonably practicable and will discuss and review the amount of such service charges with the Council (in consultation with the ODA) in light of any guidance and regulations in the East London Housing Sub-Region in relation to the affordability of such service charges and the Zones 2-7 Developer further agrees that such service charges for estate management will exclude any recovery from residential tenants for the following matters:
- (A) not used; and
 - (B) Carpenter's Square.
- 4.18.4 Before submission of each application for the approval of Reserved Matters to the ODA, the Zones 2-7 Developer will submit an estimate of the initial service charges for any Affordable Housing Units proposed in that submission to the Council for approval (but such approval will not be part of the Reserved Matters approval process) **PROVIDED THAT** in relation to any buildings constructed prior to the Games with the intention of being converted into Affordable Housing Units after the Games, the Zones 2-7 Developer shall not be required to submit an estimate of the initial service charges for those Affordable Housing Units before the submission of the relevant applications for approval of Reserved Matters to

the ODA but will instead not commence the marketing of those Affordable Housing Units unless an estimate of the initial service charges for the relevant Affordable Housing Units to be marketed has been submitted to the Council for approval and in each case such estimate shall include costs and allocations for the management and maintenance service charges and the estate management charges and the Zones 2-7 Developer shall notify the ODA in writing on receipt of all such approvals from the Council.

- 4.18.5 The Zones 2-7 Developer's estimate submitted pursuant to paragraph 4.18.4 will be compared to the target management and maintenance service charge allowances referred to in paragraph 4.18.2 and if the estimate is higher then the Zones 2-7 Developer will carry out a design study in relation to the relevant Affordable Housing Units to examine how the estimate could be reduced, save where the excess relates to charges for estate management and save in relation to any buildings constructed prior to the Games with the intention of being converted into Affordable Housing Units after the Games.
- 4.18.6 The results of any study carried out by the Zones 2-7 Developer pursuant to paragraph 4.18.5 will be reviewed with the Council and any changes to the design of the relevant Affordable Housing Units that are considered appropriate to reduce the estimated management and maintenance service charges will be agreed.
- 4.18.7 The Zones 2-7 Developer in conjunction with the Council will analyse the allowance for service charges incorporated in the offers received from Affordable Housing Providers following each invitation to tender pursuant to paragraph 4.8.3, and if necessary will investigate and negotiate with those Affordable Housing Providers design changes that could be adopted to ensure that the initial service charges remain affordable.
- 4.18.8 If the estimated initial service charges still exceed affordable levels after the above steps have been taken, the Zones 2-7 Developer and the Council will jointly consider options to obtain financial contributions from other sources (for example benefit or grant) to reduce the estimated initial service charges.
- 4.18.9 In the event of any dispute regarding the level of target management and maintenance service charges, estimates of service charges and/or actual service charges, the matters in dispute will be determined in accordance with clause 10.
- 4.18.10 The Council acknowledges and agrees that the target management and maintenance service charges referred to in paragraph 4.18.2 will not operate as a service charge cap.

4.19 Design and amenity space requirements

- 4.19.1 Affordable Housing Units for which Social Housing Grant has been secured will be provided in accordance with the Design and Quality Standards.
- 4.19.2 All 3 and 4 bedroom Affordable Housing Units will have exclusive access to private amenity space consisting of either a courtyard, balcony or roof terrace.
- 4.19.3 50% of all 2 bedroom Affordable Housing Units will have exclusive access to private amenity space consisting of either a courtyard, balcony or roof terrace.

- 4.19.4 All remaining Affordable Housing Units will have access to private communal space as described in the Open Space Strategy.
- 4.19.5 Subject to paragraphs 4.18.5 and 4.18.6, the Zones 2-7 Developer will not design the Affordable Housing Units so that there is any significant difference in generic quality levels of materials and workmanship between buildings of different tenures with respect to the external envelope **PROVIDED THAT** this will not limit the Zones 2-7 Developer's scope to incorporate great diversity in the design of residential buildings at the Development in order to create a desirable urban environment.
- 4.19.6 Unless otherwise agreed with the ODA (in consultation with the Council), at least 41% of 3 bed Social Rented Units and 100% of 4 bed Social Rented Units will be provided at ground floor level.

4.20 Mechanism to achieve up to 35% provision

- 4.20.1 The Zones 2-7 Developer and the Council will together with the Zone 1 Developer jointly approach appropriate funding bodies for funding to facilitate the increase of Affordable Housing across the Stratford City Development.
- 4.20.2 The Affordable Housing to be provided pursuant to this Part 4 of Schedule 1 and Part 4 of Schedule 1 to the Zone 1 Agreement will be increased up to a maximum of 35% in the event that funding is secured before 1 December 2009 from appropriate funding bodies for any purpose, but which is specifically to facilitate the increase of Affordable Housing at the Stratford City Development, and subject to the ODA and the Council and the Zones 2-7 Developer agreeing amendments to this Part 4 and the ODA and the Council and the Zone 1 Developer agreeing any necessary amendments to Part 4 of Schedule 1 of the Zone 1 Agreement as a result of such increased provision and where necessary entering into deeds of variation pursuant to section 106A(1)(a) of the 1990 Act to that effect.
- 4.20.3 The Zones 2-7 Developer, the Council and the ODA agree that the amount of additional funding (over and above any Social Housing Grant) required to increase the Affordable Housing provision at the Stratford City Development would be as follows:

Proportion of Affordable Housing	Additional Funding Required
31%	£11,800,000 (Indexed)
32%	£23,400,000 (Indexed)
33%	£35,200,000 (Indexed)
34%	£46,900,000 (Indexed)
35%	£58,800,000 (Indexed)

- 4.20.4 Any increased Affordable Housing provision to be provided at the Development pursuant to this paragraph 4.20 (the "**Additional Affordable Housing Units**") will be subject to agreement with the HCA and if they do not agree to the

increase, the amount of Affordable Housing at the Development will continue to be determined in accordance with this Part 4.

4.20.5 Any Additional Affordable Housing Units will be provided in the same proportion of Affordable Housing Units and mix of tenures as are specified in paragraph 4.1, the same distribution of Affordable Housing Units as is specified in paragraph 4.2 and the same dwelling mix as is specified in paragraph 4.3 **PROVIDED THAT** all additional Social Rented Units will be provided as general needs social rented accommodation and there will be no additional Supported Housing and the Site Wide Housing Strategy will be updated accordingly.

4.20.6 The provisions of this Agreement shall apply, subject to any necessary changes, to the Additional Affordable Housing Units as they apply to the Affordable Housing Units.

4.21 General Provisions

4.21.1 The provisions of this Part 4 will not bind:

- (A) any mortgagee of the Affordable Housing Provider nor any mortgagee of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to such Affordable Housing Provider or owner and who exercises any power of sale;
- (B) any person who has acquired 100% of the equity in a Shared Ownership Unit through Staircasing;
- (C) any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 or the Housing Act 1996 or any other statutory power; or
- (D) the successors in title to the persons described in sub-paragraphs (A), (B) and (C).

4.21.2 The terms of the Transfer of any Shared Ownership Units and (subject to paragraph 4.21.4) any Shared Equity Units to an Affordable Housing Provider will require the Affordable Housing Provider to include a provision in each lease of a Shared Ownership Unit and each lease of a Shared Equity Unit giving the Affordable Housing Provider a right of pre-emption in respect of each such lease for the period from the grant of the lease until the expiry of 21 years following final Staircasing entitling the Affordable Housing Provider to buy the lease back at the Model Shared Ownership Lease Market Value upon sale by the tenant.

4.21.3 In the event that any right of pre-emption is exercised, and subject to paragraphs 4.21.4 and 4.22, on any subsequent disposal the Affordable Housing Provider will not dispose of more than the equity share purchased from the tenant and will conduct such disposal in accordance with paragraph 4.15.4.

4.21.4 The terms of the Transfer of any Shared Equity Units and any Shared Ownership Units that are Privately Funded Units to an Affordable Housing Provider may

require the Affordable Housing Provider to include a provision in the lease of each such unit giving the Zones 2-7 Developer (or any person nominated by the Zones 2-7 Developer for that purpose) a right with effect from 25 years after the first disposal of each such unit of pre-emption in respect of such lease entitling the Zones 2-7 Developer (or any person nominated by the Zones 2-7 Developer for that purpose) to purchase the lease at the Open Market Value upon sale by the tenant and sell it on the open market as a Market Housing Unit and the difference between the proceeds of sale received by the Zones 2-7 Developer (or any person nominated by the Zones 2-7 Developer for that purpose) upon such disposal on the open market (less any costs incurred in relation to the disposal) and the purchase price paid to the tenant (plus any costs incurred in relation to the purchase) will be allocated to the Zones 2-7 Developer (or any person nominated by the Zones 2-7 Developer for that purpose) and the Council in accordance with paragraph 4.17.

4.21.5 Save in respect of:

- (A) any antecedent breach; or
- (B) any equity interest retained by the Zones 2-7 Developer in respect of any Affordable Housing Units,

with effect from the date of Transfer of any Affordable Housing Units to an Affordable Housing Provider in accordance with this Part 4, the Zones 2-7 Developer will not be liable for the performance of the obligations in this Part 4 in relation to those Affordable Housing Units unless and until the Zones 2-7 Developer re-acquires an interest in the relevant Affordable Housing Units.

4.21.6 Upon the Transfer of any Affordable Housing Units to an Affordable Housing Provider and subject to paragraph 4.21.5, the obligations imposed on the Zones 2-7 Developer in this Part 4 in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Zones 2-7 Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

4.22 Restriction on Occupation of Affordable Housing Units

Unless otherwise agreed by the ODA (in consultation with the Council) and subject to the terms of this Part 4 and any Nominations Agreement or Service Level Agreement:

- 4.22.1 no Social Rented Unit provided under the terms of this Part 4 shall be Occupied other than as a Social Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Social Rented Unit;
- 4.22.2 no Shared Equity Unit provided under the terms of this Part 4 shall be Occupied other than as a Shared Equity Unit and all occupational leases and tenancies of

such units shall include a provision preventing sub-letting and underletting (prior to final Staircasing) save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Shared Equity Unit;

4.22.3 no Shared Ownership Unit provided under the terms of this Part 4 shall be Occupied other than as a Shared Ownership Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting (prior to final Staircasing) save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Shared Ownership Unit; and

4.22.4 no Discount Market Rented Unit provided under the terms of this Part 4 shall be Occupied other than as a Discount Market Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Discount Market Rented Unit,

in each case for so long only as the need exists for the tenure of Affordable Housing in question, such need to be determined by the ODA (in consultation with the Council), and in the event that the ODA (in consultation with the Council) agrees with the Zones 2-7 Developer (or any person nominated by the Zones 2-7 Developer for that purpose) that the need no longer exists for the Affordable Housing Units in question then those Affordable Housing Units may be sold on the open market as Market Housing Units.

4.23 Discretionary Intermediate Units

4.23.1 Subject to paragraphs 4.23.3 and 4.23.4, the Zones 2-7 Developer may in its absolute discretion provide Intermediate Units in place of any Market Housing Units **PROVIDED THAT** any such Intermediate Units are to be located in residential buildings made available as accommodation for the purposes of the Games and the mix of unit sizes of such Intermediate Units shall be the same as the mix of unit sizes that would have applied to the Market Housing Units that they are replacing.

4.23.2 The Zones 2-7 Developer shall notify the Council in writing of the number of Intermediate Units that it intends to provide in place of any Market Housing Units pursuant to paragraph 4.23.1, together with the proposed location and tenure of those Intermediate Units.

4.23.3 The Zones 2-7 Developer will not provide Intermediate Units in place of any Market Housing Units pursuant to paragraph 4.23.1 unless it has first had reasonable regard to any comments received from the Council (in its capacity as local housing authority) within 10 Working Days of the date of the notice referred

to in paragraph 4.23.2 in relation to the proposed location and tenure of those Intermediate Units.

- 4.23.4 The Zones 2-7 Developer shall not provide more than 375 Intermediate Units in place of any Market Housing Units pursuant to paragraph 4.23.1.
- 4.23.5 The provisions of this Part 4, with the exception of this paragraph 4.23, shall not apply to and will not bind any Intermediate Units that are the subject of a notice served by the Zones 2-7 Developer pursuant to paragraph 4.23.2.

PART 5

SOCIAL AND COMMUNITY FACILITIES

RECITALS

- (A) Principal Application 2 and Principal Application 3 include the provision of social and community facilities, the need for which is accepted to arise from the scale of the Development, to be provided on a phased basis during the carrying out of the Development in accordance with this Part 5.
- (B) The Zones 2-7 Developer, the ODA and the Council acknowledge the objective and benefit of seeking to ensure that the social and community facilities are intended to be available for the benefit of the residential and business community to be constructed at the Development and for the Existing Town Centre and surrounding area.
- (C) In furtherance of the commitment referred to in (B) above, the Zones 2-7 Developer working together with the ODA, the Council and the Community Development Trust acknowledges an obligation to use all Reasonable Endeavours to meet and comply with the reasonable requests of local community groups for the use of accommodation (once provided in accordance with this Part 5) within the Development for bona fide community purposes and so enhance existing social and community facilities within the area as set out below.
- (D) The Zones 2-7 Developer is also committed to improving the amenity of the local environment through the provision of Public Art.

RELEVANT DEFINITIONS

"Academy Model" shall have the meaning defined in Part 7.

"Civic Offices" means offices to be provided in Zone 4 and/or Zone 5 with a total floor area of not less than **500 square metres** to serve as a management office for the Affordable Housing, the Estate Management Company and (if required and as agreed with the Zones 2-7 Developer), as additional office accommodation for social services purposes and to be leased to the Estate Management Company in accordance with paragraph 5.10.

"Community Development Trust" means a community-led, not for profit organisation to be established as provided for in paragraph 5.2 with the objective (inter alia) that it should lease and manage the Multi-Use Facilities.

"Daycare Facilities" means day nursery facilities for children aged 0 – 5 years between the hours of 7.00am and 6.00pm (unless otherwise agreed by the ODA) Monday to Friday (save for any days which are not Working Days) comprising a total floor area of not less than **300 square metres** to be provided in accordance with the Sure Start Standards in Zone 2 and also in Zone 5 and/or Zone 6 and offered for lease by the Zones 2-7 Developer to a private or voluntary sector provider of daycare for children (or to two such providers) in accordance with paragraph 5.7.3.

"Education Campus" shall have the meaning defined in Part 7.

"Education Provider" shall have the meaning defined in Part 7.

"Multi-Use Facilities" means facilities designed to meet the requirements of the residential community comprising a total floor area of not less than **1,500 square metres** in Zone 4 and/or Zone 5 including an area to be made available for the purposes of lifelong learning and community and use facilities for the benefit of residents and employees of the Development and the local area.

"Open Market Rent" means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (5th Edition) or such amended definition as may replace it from time to time.

"Public Art" means sculpture or other objects of art or design and associated works as could be procured through the Arts and/or the Crafts Councils to be provided in accordance with paragraph 5.8.

"Public Art Strategy" means a strategy for the commissioning, provision (including timescale) and future maintenance of the Public Art to be provided at the Development, which strategy shall include proposals for engaging the local community and the ODA and the Council in the consideration of Public Art proposed to be provided and for engaging with local artists for the provision of the Public Art.

"Shell and Core Standard" means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry and not finished decorated equipped or furnished in accordance with the requirements set out in **Annexure 19**.

"Social Facilities" means collectively the accommodation referred to in this Part 5 comprising the Multi-Use Facilities and the Daycare Facilities.

"Sure Start Standards" means the national standards for under 8s daycare and childminding produced by the former Government Department for Education and Skills (now the DCSF) (2003).

"Useable Condition" means accommodation constructed to Shell and Core Standard but including in addition decoration and the provision of basic equipment in accordance with the requirements set out in **Annexure 18**.

5. OPERATIVE PROVISIONS

5.1 General Overview

5.1.1 The detailed location(s) and disposition within one or more Zones and the timing of construction of provision of each element of the Social Facilities referred to in this Part 5 to be provided by the Zones 2-7 Developer will, except where there is express provision to the contrary, be determined by agreement between the Zones 2-7 Developer and the ODA (in consultation with the Council), in respect of each Zone upon the approval of the relevant Zonal Masterplan.

5.1.2 The timing of construction and handover of each element of the Social Facilities referred to in this Part 5 to be provided by the Zones 2-7 Developer is (except where the ODA (in consultation with the Council) and the Zones 2-7 Developer otherwise agree) the latest date by which that element is intended to be available for handover in either a Shell and Core Standard or Useable Condition or

otherwise as specified in this Agreement and the Zones 2-7 Developer may advance the construction of any element if the Zones 2-7 Developer (acting reasonably and in accordance with good development practice) so determines, and subject to the agreement of the lessee or intended lessee of the Social Facility in question, may advance the handover of any such facility.

5.1.3 Responsibility for:

- (A) the detailed design;
- (B) the obtaining of all requisite approvals including conduct of applications for the approval of Reserved Matters; and
- (C) the procurement and construction of each element of the Social Facilities to be provided by the Zones 2-7 Developer,

shall rest with the Zones 2-7 Developer.

5.1.4 References to total floor areas are references to Gross External Areas, as provided for in clause 1.2.9 and, unless otherwise agreed by the ODA (in consultation with the Council), or as provided in this Agreement, the facilities referred to in this Part 5 shall each be provided in single units of Occupation.

5.1.5 Not used.

5.2 Community Development Trust

5.2.1 Not later than 12 months prior to the Anticipated Multi-Use Facilities Completion Date the Zones 2-7 Developer shall:

- (A) agree with the ODA and the Council the mechanism for establishing the Community Development Trust and the objects, management structure and trustees/directors of the Community Development Trust; and
- (B) deposit **£1,000,000** (Indexed) into a special deposit account for the purposes of accruing interest prior to the establishment of the Community Development Trust such interest to be used towards the costs of establishing the Community Development Trust.

5.2.2 Not later than 3 months prior to the Anticipated Multi-Use Facilities Completion Date, the Zones 2-7 Developer shall establish the Community Development Trust in accordance with the mechanism for establishing and the objectives of the Community Development Trust agreed with the ODA and the Council pursuant to paragraph 5.2.1(A).

5.2.3 On or immediately following the establishment of the Community Development Trust, the Zones 2-7 Developer shall establish an endowment fund by transferring the **£1,000,000** (Indexed) referred to in paragraph 5.2.1(B) (including interest accrued thereon) into a special account on trust for the Community Development Trust.

5.2.4 The terms and conditions upon which the endowment fund shall be established shall include as a minimum that:

- (A) the Community Development Trust shall be prohibited from spending the endowment principal;
 - (B) in the event that the Zones 2-7 Developer assumes the responsibilities of the Community Development Trust pursuant to paragraph 5.2.9, the endowment fund shall enure for the benefit of, and the principal shall become available for use by, the Zones 2-7 Developer.
- 5.2.5 Without prejudice to the Zones 2-7 Developer's obligations under paragraph 5.2.3 the Zones 2-7 Developer shall not Occupy more than 663 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless the endowment fund referred to in paragraph 5.2.3 has been established.
- 5.2.6 The Zones 2-7 Developer and the Council shall jointly apply for additional Central Government grant funding towards the capital cost of the construction of the Multi-Use Facilities.
- 5.2.7 Upon the receipt of any grant funding referred to in paragraph 5.2.6 and subject to paragraph 5.2.8, the Zones 2-7 Developer shall within 15 Working Days of receipt of such grant funding, pay a sum equivalent to the amount of the grant funding up to a maximum of **£1,000,000 (Indexed)**, to the endowment fund to be held on trust for the Community Development Trust in accordance with the provisions set out in paragraphs 5.2.3 and 5.2.4 and in addition to the **£1,000,000 (Indexed)** already contributed by the Zones 2-7 Developer pursuant to paragraph 5.2.3 above.
- 5.2.8 In the event that more than **£1,000,000 (Indexed)** is received in grant funding pursuant to paragraph 5.2.7, the Zones 2-7 Developer shall within 15 Working Days pay to the Council a sum equivalent to the amount of grant funding in excess of **£1,000,000 (Indexed)** such sum to be applied towards the costs (capital or revenue) of on-site community facilities to be agreed between the Zones 2-7 Developer and the Council.
- 5.2.9 In the event that the Community Development Trust is dissolved or substantially defaults on the lease(s) of any of the Multi-Use Facilities, the Zones 2-7 Developer shall take over and perform the Community Development Trust responsibilities as identified in the objects of the Community Development Trust at that time.

5.3 Multi-Use Facilities

- 5.3.1 The Zones 2-7 Developer shall construct the Multi-Use Facilities to a Useable Condition in Zone 4 and/or in Zone 5 in a single location agreed by the ODA through the submission and approval of the Zonal Masterplans for Zones 4 and 5 **PROVIDED THAT** the Multi-Use Facilities may not be provided partially within Zone 4 and partially within Zone 5 (other than within a building straddling the boundary between the Zones) without the prior written approval of the ODA.
- 5.3.2 The Zones 2-7 Developer shall offer to lease the Multi-Use Facilities to the Community Development Trust or such other organisation agreed with the ODA

(in consultation with the Council) by not later than 12 months prior to the Anticipated Multi-Use Facilities Completion Date.

5.3.3 The lease to be offered for the Multi-Use Facilities shall be at an annual rent of £25 with no rent review and will be in accordance with the relevant provisions set out in Schedule 2.

5.3.4 Unless otherwise agreed by the ODA through the submission and approval of the Zonal Masterplans for Zones 4 and 5, the Zones 2-7 Developer:

(A) shall not Occupy more than 663 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless any Multi-Use Facilities to be constructed in Zone 4 have been Completed in accordance with paragraph 5.3.1 and offered for lease in accordance with paragraph 5.3.2 and the relevant provisions in Schedule 2; and

(B) shall not Occupy more than 1546 Residential Units in Zone 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zone 5 (which total is specified in such amended Site Wide Housing Strategy) unless any Multi-Use Facilities to be constructed in Zone 5 have been Completed in accordance with paragraph 5.3.1 and offered for lease in accordance with paragraph 5.3.2 and the relevant provisions in Schedule 2.

5.3.5 Subject to Schedule 2 and unless otherwise agreed by the ODA (in consultation with the Council) following the grant of the lease of the Multi-Use Facilities and if and so long as such lease (or any renewed or replacement lease to the same tenant except following a surrender, disclaimer or forfeiture following a breach by that tenant) subsists, the Multi-Use Facilities shall not be used other than for the purposes of lifelong learning (including during School Hours) and community and youth facilities for the benefit of residents and employees of the Development and the local area.

5.4 Retail Academy

Not used.

5.5 Visitor Information Centre

Not used.

5.6 Crèche

Not used.

5.7 Daycare Facilities

- 5.7.1 The Zones 2-7 Developer shall construct the Daycare Facilities to Shell and Core Standard in Zone 2 and in Zone 5 and/or Zone 6 in locations agreed by the ODA through the submission and approval of the Zonal Masterplans for Zones 2, 5 and 6 **PROVIDED THAT** the Daycare Facilities may not be provided partially within Zone 5 and partially within Zone 6 (other than within a building straddling the boundary between the Zones) without the prior written approval of the ODA.
- 5.7.2 Unless otherwise agreed by the ODA through the submission and approval of the Zonal Masterplans for Zones 2, 5 and 6, the Zones 2-7 Developer:
- (A) shall not Occupy more than 167 Residential Units in Zone 2 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 50% of the total Residential Units which are permitted to be constructed in Zone 2 (which total is specified in such amended Site Wide Housing Strategy) unless the Daycare Facilities in Zone 2 have been completed in accordance with paragraph 5.7.1 and marketed to commercial operators in accordance with paragraphs 5.7.3 and 5.7.4; and
 - (B) shall not Occupy more than 1288 Residential Units in Zone 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 50% of the total Residential Units which are permitted to be constructed in Zone 5 (which total is specified in such amended Site Wide Housing Strategy) unless the Daycare Facilities in Zone 5 and/or Zone 6 have been completed in accordance with paragraph 5.7.1 and marketed to commercial operators in accordance with paragraphs 5.7.3 and 5.7.4.
- 5.7.3 The Zones 2-7 Developer shall use Reasonable Endeavours to secure a commercial operator or operators to operate each of the Daycare Facilities and such obligation shall extend to marketing the Daycare Facilities at least 6 months prior to the anticipated date of completion for each of the Daycare Facilities (such date to be notified by the Zones 2-7 Developer to the ODA and the Council in writing not later than 12 months following the commencement of works in Zone 1) for a period of at least 6 months on lease terms set out in paragraph 5.7.4 below and the relevant provisions set out in Schedule 2.
- 5.7.4 The lease to be offered for the Daycare Facilities pursuant to the marketing exercise required by paragraph 5.7.3 shall be at Open Market Rent subject to upwards only rent review and will be in accordance with the relevant provisions set out in Schedule 2 or, in respect only of the Daycare Facilities to be provided within the Education Campus, if different, the terms of the lease in respect of the Education Campus or elsewhere, if different, the terms of the lease applying to the premises in which the Daycare Facilities are situated.
- 5.7.5 In the event that the marketing of each of the Daycare Facilities in accordance with paragraphs 5.7.3 and 5.7.4 does not result in completion of an agreement for lease by a commercial operator of the Daycare Facilities within 6 months of that Daycare Facility having been marketed the obligation pursuant to this paragraph 5.7 shall fall away.

- 5.7.6 Subject to Schedule 2 and unless otherwise agreed by the ODA (in consultation with the Council) following the grant of the lease of the Daycare Facilities and if and so long as such lease (or any renewed or replacement lease to the same tenant except following a surrender, disclaimer or forfeiture following a breach by that tenant) subsists, the Daycare Facilities shall not be used other than for the provision of childcare services.
- 5.7.7 If the Daycare Facilities are provided as part of the Education Campus and are comprised in a sub-lease of part of the Education Campus then all references in this paragraph 5.7 to a lease shall be construed as referring to such sub-lease.

5.8 Public Art

- 5.8.1 The Zones 2-7 Developer shall submit a Public Art Strategy for Zones 3-6 to the ODA for approval by not later than 31 December 2010 and shall submit a Public Art Strategy for Zone 2 to the ODA for approval no later than the submission of the Zonal Masterplan for Zone 2.
- 5.8.2 The Zones 2-7 Developer shall procure that the Public Art is provided within each of Zones 2-6 by no later than the date specified in the relevant Public Art Strategy approved by the ODA.
- 5.8.3 All Public Art shall be provided in areas to which the public have access or otherwise so as to be visible from such areas.
- 5.8.4 Once installed or erected and unless otherwise agreed by the ODA, the Public Art shall be retained and maintained by the Zones 2-7 Developer to the satisfaction of the ODA for the natural life of the Public Art.
- 5.8.5 The minimum cost to be incurred by the Zones 2-7 Developer in the provision of the Public Art (but excluding future maintenance) shall be **£1,000,000 (Indexed)** **PROVIDED THAT** not more than **£125,000 (Indexed)** of such **£1,000,000** shall be expended on the formulation of the Public Art Strategies and the process of short-listing, selecting and commissioning artists.

5.9 Public Service and Security Offices

Not used.

5.10 Civic Offices

- 5.10.1 The Zones 2-7 Developer shall construct the Civic Offices to Shell and Core Standard in Zone 4 and/or Zone 5 in a location or locations agreed by the ODA through the submission and approval of the Zonal Masterplans for Zones 4 and 5 **PROVIDED THAT** the Civic Offices may not be provided partially within Zone 4 and partially within Zone 5 (other than within a building straddling the boundary between the Zones) without the prior written approval of the ODA.
- 5.10.2 The Zones 2-7 Developer shall offer to lease the Civic Offices to the Estate Management Company by not later than 12 months prior to the Anticipated Civic Offices Completion Date.

5.10.3 The offer of the lease of the Civic Offices shall be at Open Market Rent subject to upwards only rent review and in accordance with the relevant provisions set out in Schedule 2.

5.10.4 Unless otherwise agreed by the ODA through the submission and approval of the Zonal Masterplans for Zones 4 and 5 subject to paragraphs 5.10.5 and 5.10.6, the Zones 2-7 Developer:

(A) shall not Occupy any Residential Units in Zone 4 unless either:

- (1) any Civic Offices to be constructed in Zone 4 have been completed and the lease of those Civic Offices has been granted to the Estate Management Company in accordance with paragraphs 5.10.1 and 5.10.3; or
- (2) on or off-site temporary office facilities being not less than **50 square metres** as agreed with the ODA and to be used for any of the purposes for which the Civic Offices may be used (but with priority being given to Affordable Housing Providers and social services) have been provided to the Estate Management Company and made available for use for the permitted purposes; and

(B) shall not Occupy any Residential Units in Zone 5 unless either:

- (1) any Civic Offices to be constructed in Zone 5 have been completed and the lease of those Civic Offices has been granted to the Estate Management Company in accordance with paragraphs 5.10.1 and 5.10.3; or
- (2) on or off-site temporary office facilities being not less than **50 square metres** as agreed with the ODA and to be used for any of the purposes for which the Civic Offices may be used (but with priority being given to Affordable Housing Providers and social services) have been provided to the Estate Management Company and made available for use for the permitted purposes,

PROVIDED THAT the provision of the temporary facilities referred to in sub-paragraphs (A)(2) and (B)(2) shall not absolve the Zones 2-7 Developer from its obligation to complete the Civic Offices.

5.10.5 In the event that paragraph 5.10.4(A)(2) applies, the Zones 2-7 Developer shall not Occupy more than 663 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless the Civic Offices to be constructed in Zone 4 have been constructed and completed in accordance with paragraph 5.10.1 and a lease of the same has been granted to the Estate Management Company.

5.10.6 In the event that paragraphs 5.10.4(B)(2) applies, the Zones 2-7 Developer shall not Occupy more than 1546 Residential Units in Zone 5 or, in the event that the

Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zone 5 (which total is specified in such amended Site Wide Housing Strategy) unless the Civic Offices to be constructed in Zone 5 have been constructed and completed in accordance with paragraph 5.10.1 and a lease of the same has been granted to the Estate Management Company.

- 5.10.7 The Civic Offices may with the prior agreement of the ODA (in consultation with the Council) be combined with one or more of the facilities that comprise the Multi-Use Facilities to be provided within Zone 4 and/or Zone 5 **PROVIDED THAT** this shall not reduce the total floorspace to be provided by the Zones 2-7 Developer in respect of the Multi-Use Facilities and the Civic Offices.
- 5.10.8 The Zones 2-7 Developer agrees that if required, part of the Civic Offices may be leased to the Council for social services purposes at Open Market Rent and subject to such terms and conditions as agreed by the Zones 2-7 Developer and the Council.
- 5.10.9 Subject to Schedule 2 and unless otherwise agreed by the ODA (in consultation with the Council) following the grant of the lease of the Civic Offices and if and so long as such lease (or any renewed or replacement lease to the same tenant except following a surrender, disclaimer or forfeiture following a breach by that tenant) subsists, the Civic Offices shall not be used other than for the provision of office accommodation for the Estate Management Company, the management of the Affordable Housing Units on the site and, if required, as additional office accommodation for social services purposes.

5.11 **Support for Social Facilities**

The Zones 2-7 Developer shall use Reasonable Endeavours to encourage tenants and occupiers within the Development Site and in the local area to support the Social Facilities, such obligation to include, but not limited to, encouraging commercial (including retail) tenants to use the Social Facilities, to provide sponsorship to such facilities and/or make donations to the Community Development Trust.

5.12 **Place of Worship**

Not used.

5.13 **Further provisions in relation to leases**

- 5.13.1 In the event that the Zones 2-7 Developer is obliged to offer leases to bodies or organisations other than the Council or its nominee as agreed by the Zones 2-7 Developer and such party declines the offer or is a body or organisation which has not at that time been established in accordance with this Part 5 within 6 months of the offer having been made, then the Zones 2-7 Developer shall offer such lease to the Council or its nominee as agreed by the Zones 2-7 Developer on the same terms save that the Zones 2-7 Developer shall not be precluded from offering a lease to the Council any time within that 6 month period should the Council and the Zones 2-7 Developer agree that the offer is unlikely to be accepted by the party to whom the lease is first required to be offered.

- 5.13.2 In the event that the Council or its nominee rejects the offer or fails to respond to the offer within 6 months of the offer having been made pursuant to paragraph 5.13.1, the accommodation referred to in the offer shall be free from the obligations and restrictions in the relevant paragraph of this Part 5.
- 5.13.3 Where under this Part 5 the Zones 2-7 Developer is obliged to offer to grant a lease of any of the Social Facilities, the obligation shall be subject to a requirement that the Zones 2-7 Developer shall use all Reasonable Endeavours to proceed diligently and with all due expedition to enter into or procure the entering into of an agreement for lease and/or grant or procure the grant of such lease.
- 5.13.4 The provisions set out in the table below apply with respect to the terms of the leases to be granted under this Part 5.

	Standard of fit out	Annual rent	Other terms
Multi-Use Facilities	Useable Condition	£25	No rent review
Daycare Facilities	Shell and Core Standard	Open Market Rent	Upwards only review of rent
Civic Offices	Shell and Core Standard	Open Market Rent	Upwards only review of rent

5.14 **Miscellaneous**

Where in respect of any of the Social Facilities to be provided pursuant to this Part 5 there is provision for the ODA to agree an alternative timescale to that specified in this Part for the provision of such facility, then where the ODA agrees such alternative timescale, any restriction on Occupation currently proposed shall be replaced by a reference to the alternative prescribed level of floorspace or (as the case may be) the alternative percentage or number of Residential Units as may be agreed by the ODA and the Zones 2-7 Developer shall not Occupy more than the prescribed level of floorspace or (as the case may be) alternative percentage or number of Residential Units until the facility in question has been completed and the other requirements of the relevant paragraph(s) of this Part 5 have been complied with.

PART 6

HEALTH

RECITALS

- (A) Principal Application 2 and Principal Application 3 acknowledge the need to provide facilities for healthcare as part of the development of the Stratford City Site. This Part 6 involves a commitment to provide a One Stop Primary Care Centre in either Zone 4 or Zone 5 (including temporary facilities) or in a building or on a site straddling the boundaries of both Zones, and a commitment to contribute towards an ongoing long term Health Study.
- (B) The Zones 2-7 Developer further agrees to co-operate on a continuing basis with the Healthcare Provider and the ODA and the Council with respect to the provision of Healthcare Facilities as provided for herein.

RELEVANT DEFINITIONS

"Health Assessor" means an assessor appointed by the Council to conduct a Health Study following receipt of each instalment of the Health Study Contribution in accordance with paragraph 6.6.4.

"Health Study" means an ongoing long term study as to the potential health impacts, both positive and negative of the Development and the surrounding areas on the health of the population in order that recommendations can be made to the Council and the Zones 2-7 Developer by the Healthcare Provider and others with the intention that the predicted positive health impacts might be enhanced and the negative health impacts minimised and "Health Studies" shall be construed accordingly.

"Health Study Contribution" means the sum of **£120,000 (Indexed)** to be paid by the Zones 2-7 Developer in four equal instalments of **£30,000 (Indexed)** pursuant to paragraph 6.6.

"Healthcare Facilities" means the Temporary Facilities and the One Stop Primary Care Centre.

"Healthcare Provider" means either Newham NHS Primary Care Trust or successor body or LIFT company which may perform the same functions or equivalent services carried out by Newham NHS Primary Care Trust in providing healthcare in the Council's Area.

"LIFT Company" means the East London Local Investment Finance Trust.

"One Stop Primary Care Centre" means a facility with a total floor area of up to **2,800 square metres** for the benefit of those living and working at the Stratford City Development and in the surrounding area which may be provided as an integral part of new buildings to be constructed in Zone 4 or Zone 5 or in a building or on a site straddling the boundaries of both Zones (the precise size and location to be agreed with the Healthcare Provider, the ODA and the Council through the submission and approval of the Zonal Masterplan in respect of Zone 4 and/or the Zonal Masterplan in respect of Zone 5).

"Plot N11" means that part of the Development Site within Zone 5 and as shown coloured yellow on the plan attached at **Annexure 10**.

"Primary Obligation" means the provision of the One Stop Primary Care Centre on Plot N11 pursuant to paragraph 6.2.

"Secondary Obligation" means the provision of the One Stop Primary Care Centre pursuant to paragraph 6.3.

"Temporary Facilities" means facilities to be provided in either Zone 4 or Zone 5 (or in a building or on a site straddling the boundaries of both Zones) to the Healthcare Provider to a maximum floor area of **2,800 square metres** for the provision of temporary general practitioner services in accordance with paragraph 6.5.

6. OPERATIVE PROVISIONS

6.1 General Overview

The Zones 2-7 Developer shall have the right at any time prior to 31 August 2010 to elect by written notice to the ODA for either the Primary Obligation or the Secondary Obligation to apply **PROVIDED THAT** if no such election is made, the Secondary Obligation shall apply.

6.2 One Stop Primary Care Centre – Primary Obligation

6.2.1 Prior to the commencement of construction of the One Stop Primary Care Centre on Plot N11 the Zones 2-7 Developer shall use Reasonable Endeavours to agree with the Healthcare Provider:

- (A) the scope of works that the Zones 2-7 Developer will carry out and complete in order to construct the One Stop Primary Care Centre (such scope of works to be a minimum standard of Shell and Core Standard);
- (B) the cost of designing and constructing the One Stop Primary Care Centre; and
- (C) whether the freehold of Plot N11 is to be transferred to the Healthcare Provider (for a consideration equivalent to the cost identified by the Zones 2-7 Developer for the purposes of paragraph 6.2.1(B) together with all related fees and interest thereon charged at a maximum of one per cent above the Bank of England Base Rate) or whether the Healthcare Provider shall be granted a lease of the One Stop Primary Care Centre.

6.2.2 In the event that a lease is to be granted to the Healthcare Provider pursuant to paragraph 6.2.1(C), the lease shall be subject to the following minimum provisions

- (A) the term of the lease shall be for 125 years;
- (B) the Zones 2-7 Developer shall construct the One Stop Primary Care Centre to Shell and Core Standard (or as otherwise agreed with the Healthcare Provider pursuant to paragraph 6.2.1(A));
- (C) the annual rent for the first 30 years of the term shall be at a rent calculated pursuant to paragraph 6.2.3 and thereafter shall be at an annual rent of £25 with no rent review;

- (D) the Healthcare Provider may, with the landlord's prior written consent (such consent not to be unreasonably withheld or delayed), sub-let parts of the One Stop Primary Care Centre to other providers of health services including, but not limited to, opticians and pharmacists; and
- (E) the areas which may be subject to such sub-letting shall be agreed between the Zones 2-7 Developer and the Healthcare Provider prior to the grant of the lease,

and the other provisions of the lease shall be as are reasonable and usual in relation to the term of and the use permitted by the lease.

6.2.3 The annual rent referred to in paragraph 6.2.2(C) shall be calculated on the total of the design and construction costs agreed pursuant to paragraph 6.2.1(B), fees and interest thereon charged at a maximum of one per cent above the Bank of England Base Rate for providing the One Stop Primary Care Centre amortised fully over a period of 30 years.

6.2.4 Unless otherwise agreed with the ODA, if the One Stop Primary Care Centre is to be provided pursuant to the Primary Obligation, the One Stop Primary Care Centre shall be constructed prior to the Games on Plot N11 and no further Residential Units shall be Occupied after 31 March 2014 unless the One Stop Primary Care Centre has been constructed in accordance with the agreed scope of works pursuant to paragraph 6.2.1(A) and either:

- (A) an offer has been made to the Healthcare Provider to transfer the freehold of Plot N11 at the consideration set out in paragraph 6.2.1(C); or
- (B) the One Stop Primary Care Centre has been offered for lease to the Healthcare Provider in accordance with paragraph 6.2.2.

6.3 One Stop Primary Care Centre – Secondary Obligation

6.3.1 The Zones 2-7 Developer shall use Reasonable Endeavours to agree with the Healthcare Provider, the ODA and the Council which Zone (Zone 4 or Zone 5 (or a building or site straddling both Zones)) the One Stop Primary Care Centre is to be located in and following the identification of the zonal location the Zones 2-7 Developer shall agree with the Healthcare Provider, the ODA and the Council the precise location of the One Stop Primary Care Centre within the agreed Zone through the submission and approval of the applicable Zonal Masterplan.

6.3.2 Prior to the commencement of construction of the One Stop Primary Care Centre the Zones 2-7 Developer shall agree with the Healthcare Provider:

- (A) the scope of works that the Zones 2-7 Developer will carry out and complete in order to construct the One Stop Primary Care Centre (such scope of works to be a minimum of Shell and Core Standard);
- (B) the cost of designing and constructing the One Stop Primary Care Centre; and
- (C) whether the freehold of the site or plot on which the One Stop Primary Care Centre is to be constructed is to be transferred to the Healthcare Provider (for a consideration equivalent to the cost identified by the

Zones 2-7 Developer for the purposes of paragraph 6.3.2(B) together with all related fees and interest thereon charged at a maximum of one per cent above the Bank of England Base Rate) or whether the Healthcare Provider shall be granted a lease of the One Stop Primary Care Centre.

6.3.3 In the event that a lease is to be granted to the Healthcare Provider pursuant to paragraph 6.3.2(C) the lease shall be subject to the following minimum provisions

- (A) the term of the lease shall be for 125 years;
- (B) the Zones 2-7 Developer shall construct the One Stop Primary Care Centre to Shell and Core Standard (or as otherwise agreed with the Healthcare Provider);
- (C) the annual rent for the first 30 years of the term shall be at a rent calculated pursuant to paragraph 6.3.4 and thereafter shall be at an annual rent of £25 with no rent review;
- (D) the Healthcare Provider may, with the landlord's prior written consent (such consent not to be unreasonably withheld or delayed), sub-let parts of the One Stop Primary Care Centre to other providers of health services including, but not limited to, opticians and pharmacists; and
- (E) the areas which may be subject to such sub-letting shall be agreed between the Zones 2-7 Developer and the Healthcare Provider prior to the grant of the lease,

and the other provisions of the lease shall be as are reasonable and usual in relation to the term of and the use permitted by the lease.

6.3.4 The annual rent referred to in paragraph 6.3.3(C) shall be calculated on the total of the design and construction costs identified by the Zones 2-7 Developer for the purposes of paragraph 6.3.2(B), fees and interest thereon charged at a maximum of one per cent above the Bank of England Base Rate for providing the One Stop Primary Care Centre amortised fully over a period of 30 years

6.3.5 Unless otherwise agreed with the ODA, the Zones 2-7 Developer shall not Occupy more than 80% of the total Residential Units which are permitted to be constructed in the Zone in which the One Stop Primary Care Centre is to be constructed (which total is specified in the Site Wide Housing Strategy) unless the One Stop Primary Care Centre has been constructed and either the freehold of the site or plot on which the One Stop Primary Care Centre is to be constructed has been offered for transfer in accordance with paragraph 6.3.2(C) or the One Stop Primary Care Centre has been offered for lease to the Healthcare Provider in accordance with paragraph 6.3.3.

6.4 Temporary Facilities

6.4.1 Unless the One Stop Primary Care Centre has been provided in accordance with paragraphs 6.2 or 6.3 above, the Zones 2-7 Developer shall not Occupy more than 500 Residential Units until:

- (A) the Temporary Facilities have been constructed and fitted out to a specification agreed with the Healthcare Provider; and
- (B) the Temporary Facilities have been made available on such reasonable terms as shall be agreed with the Healthcare Provider.

6.4.2 Not used.

6.5 Health Study

- 6.5.1 At least 6 months prior to the submission of the Zonal Masterplan for each of Zones 2, 3, 4 and 5, the Zones 2-7 Developer shall pay to the Council one instalment of the Health Study Contribution towards carrying out the Health Study.
- 6.5.2 Without prejudice to the obligation of the Zones 2-7 Developer to pay the sums referred to in paragraph 6.5.1 to the Council on the dates specified in that paragraph, the Zones 2-7 Developer shall not commence works in each Zone unless the instalment of the Health Study Contribution relating to that Zone has been paid to the Council.
- 6.5.3 The Council shall apply each instalment of the Health Study Contribution solely towards the costs of carrying out and completing the Health Studies.
- 6.5.4 Upon receipt of each instalment of the Health Study Contribution, the Council will, in consultation with the Zones 2-7 Developer and the Healthcare Provider appoint the Health Assessor and the Council shall use all Reasonable Endeavours to ensure that such Health Study is carried out and completed within a period of 3 months from the date upon which each instalment of the Health Study Contribution is paid to the Council.
- 6.5.5 Within 15 Working Days of receipt of each report of the Health Assessor, the Council will provide copies of the Health Assessor's report to the Zones 2-7 Developer, the ODA, the Healthcare Provider, STIG, STPG, Design Review Panel, Consultative Access Group, Environmental Review Panel and the Community Development Trust.
- 6.5.6 The Council will invite each of the bodies or organisations specified in paragraph 6.5.5 to comment on the Health Assessor's report, such comments to be received within 15 Working Days from the date upon which the Council circulates copies of the report.
- 6.5.7 The Council shall forward copies of any comments received from any body or organisation in accordance with paragraph 6.5.6 to the Zones 2-7 Developer with the intention that the ODA and the Zones 2-7 Developer shall take each Health Assessor's report and any comments received thereon into account in the preparation and approval of Zonal Masterplans and Reserved Matters applications **PROVIDED THAT** such reports and comments have been received by the Zones 2-7 Developer prior to the submission of each relevant Zonal Masterplan and Reserved Matters application.

6.6 **Further provisions in relation to leases or transfer of the Healthcare Facilities**

- 6.6.1 In the event that the Healthcare Provider rejects any offer of a lease or to take a transfer of the Healthcare Facilities or fails to respond to the offer within 6 months of the offer having been made, the Zones 2-7 Developer shall be entitled (respectively) instead to offer to transfer or to grant a lease to the Healthcare Provider and if the Healthcare Provider then rejects the offer of a transfer or to take a lease of the Healthcare Facilities or fails to respond to the latter offer within 6 months, the Zones 2-7 Developer shall be entitled to offer the lease or the transfer to the Council or its nominee (such offer to remain open for acceptance for a period of 6 months from the date of such offer) on the same terms as prescribed in this Agreement for such lease **PROVIDED THAT** the Zones 2-7 Developer shall not be precluded from offering a lease to the Council at any time within that 6 month period should the Council and the Zones 2-7 Developer agree that the offer is unlikely to be accepted.
- 6.6.2 In the event that the Council or its nominee rejects the offer of a lease or transfer pursuant to paragraph 6.6.1 or fails to respond to the offer within 6 months of the offer having been made the Zones 2-7 Developer shall be free to Occupy the accommodation in question free of the restriction imposed in the relevant paragraph of this Part 6.
- 6.6.3 The Zones 2-7 Developer shall within 15 Working Days of the date by which the Zones 2-7 Developer is obliged to offer to grant a lease or a transfer to the Healthcare Provider pursuant to this Part 6, provide copies to the Council of each offer to grant a lease or to make a transfer as aforesaid.
- 6.6.4 The Zones 2-7 Developer shall within 15 Working Days of the end of the period within which an offer for lease or to make a transfer must be accepted by the Healthcare Provider, provide to the Council copies of all responses received by the Zones 2-7 Developer from the Healthcare Provider and if no response has been received, the Zones 2-7 Developer will indicate a nil return.
- 6.6.5 Pursuant to the provisions of the Contract (Rights of Third Parties) Act 1999, in addition to being enforceable by the ODA and the Council the provisions of paragraphs 6.2.1 to 6.2.3, 6.3.1 to 6.3.4 and 6.4.1 will be enforceable by the Healthcare Provider.

PART 7

EDUCATION

RECITALS

- (A) The Third Planning Permission authorises the development of an education campus of approximately **2.1 hectares** located within Zone 6, currently intended to comprise a three form entry primary school, a six form entry secondary school, a lifelong learning centre and a two classroom nursery, to be developed primarily for educational use but with the facilities also being available for use by the community outside School Hours.
- (B) The Zones 2-7 Developer is also to provide and thereafter maintain the Playing Fields as provided for in Part 8 of this Schedule to be linked to the Education Campus by the Pedestrian Footbridge, in accordance with the obligation set out in paragraph 7.6 of this Part 7 and to be used in conjunction with the Education Campus during School Hours.
- (C) A key objective which has been agreed in respect of the development of the Education Campus is to ensure concurrent and duplicate use such that the Education Campus is also available outside normal School Hours (and in particular during the evenings and at weekends and during school holidays) and when relevant compatible with the Playing Fields Management Plan for the benefit of the local community; and the Council has agreed to assist in the achievement of this objective.

RELEVANT DEFINITIONS

"**Academy Model**" means all ability schools established by sponsors from business, faith or voluntary groups working in highly innovative partnerships with Central Government and local education partners. Sponsors and the DCSF provide the capital costs for the Academy with running costs met in full by the DCSF.

"**Academy Trust**" means the charitable company limited by guarantee established for the purpose of establishing and operating the Education Campus as an Academy.

"**Access Statement**" means the access statement (including any amendments thereto) agreed between the Zones 2-7 Developer and the ODA and attached to this Agreement as **Annexure 9**.

"**Daycare Facilities**" shall have the meaning defined in Part 5.

"**DCSF Guidance**" means guidance produced by the DCSF applicable at the time the application for approval of reserved matters in relation to the Schools is submitted to the ODA for approval.

"**Education Campus**" means a site comprising Zone 6 as shown for the purpose of identification only on **Parameter Plan 4**, comprising an area of not less than **2.1 hectares (5 acres)** to be safeguarded for primary and secondary educational use, with the provision of a Lifelong Learning Facility, a Nursery Facility, ancillary parking, sports and play facilities and, where it is so agreed by the ODA through the submission and approval of the Zonal Masterplan for Zone 6, Daycare Facilities.

"**Education Contribution**" means the sum of **£2,000,000 (Indexed)** payable by the Zones 2-7 Developer towards the capital cost of the construction of the schools to be built on the Education Campus.

"Education Provider" means either the Council or, at the time of grant of the lease of the Education Campus, any other body or entity as agreed with the Council which is authorised by DCSF to provide non fee-paying, all-ability education to children of school age, it being recognised that if the Education Campus is provided through the Academy Model then that body or entity shall be the Academy Trust.

"Lifelong Learning Facility" means an area of not less than **985 square metres** to be made available within the Education Campus for the purposes of lifelong learning, which area may form part of the Primary School and/or the Secondary School and be made available for such purposes outside School Hours.

"Nursery Facility" means a nursery to be provided on the Education Campus in accordance with DCSF Guidance and comprising two classrooms with a total capacity of 52 full time places (or their part time equivalent) unless otherwise agreed with the Council.

"Pedestrian Footbridge" means a pedestrian overbridge to be constructed so as to provide a pedestrian connection from the Education Campus to the Playing Fields in accordance with paragraph 7.6.

"Pedestrian Footbridge Details" means the detailed plans and specifications in relation to the construction of the Pedestrian Footbridge to be submitted to and approved by the ODA and the Council in accordance with paragraph 7.6.

"Pedestrian Footbridge Management Plan" means a scheme approved by the ODA and the Council for access to and the management and maintenance (including where appropriate repair and renewal) and all associated lighting, security equipment and drainage of the Pedestrian Footbridge and reflecting the principles set out in the Estate Management Framework so far as applicable to the Pedestrian Footbridge.

"Primary School" means education facilities to be provided on the Education Campus in accordance with DCSF Guidance to accommodate three forms of entry for children between the ages of 4 and 11 (inclusive) with a total capacity of 630 pupils (which may be provided as a stand alone facility or as part of a through school or Academy) unless otherwise agreed with the Council.

"Secondary School" means education facilities to be provided on the Education Campus in accordance with DCSF Guidance to accommodate six forms of entry for children between the ages of 11 and 18 (inclusive) with a total capacity of 1,150 pupils (including sixth form pupils) (which may be provided as a stand alone facility or as part of a through school or Academy) unless otherwise agreed with the Council.

"Schools" means the Lifelong Learning Facility, the Nursery Facility, the Primary School, the Secondary School and all other areas within the Education Campus which are to be used in conjunction with the Schools, including parking, sports pitches and landscaped areas.

"Zone 1 Education Contribution" means the sum of **£475,000** (Indexed) payable by the Zone 1 Developer to the Council in two instalments in accordance with the Zone 1 Agreement such contribution to be put towards the improvement and/or adaptation of existing schools or the cost of building new schools within the vicinity of the Stratford City Site.

7. OPERATIVE PROVISIONS

7.1 General Overview

- 7.1.1 The exact sizes and disposition of floorspace and areas to be provided for each of the schools within a building or buildings shall be determined at the time of submission and approval of the Zonal Masterplan for Zone 6.
- 7.1.2 The Education Campus may be provided through the Academy Model.
- 7.1.3 The Council shall support the Zones 2-7 Developer in its endeavours to secure Central Government funding for the capital costs of constructing the Schools **PROVIDED THAT** (a) any such support shall not require the Council to incur expenditure other than internal staff and administrative costs and (b) the Council shall not be required to provide its support where this might prejudice the provision of other education facilities as approved by the Council prior to this Agreement, in particular those to be funded through the Building Schools for the Future programme.
- 7.1.4 The Schools shall be accessible as defined in the Access Statement.

7.2 Provision of the Schools

- 7.2.1 Save in respect of Preparatory Operations and those roads to be provided through Zones 4 and 5 in accordance with paragraph 8.15, the Zones 2-7 Developer shall not commence any works in relation to the construction of the Residential Units in Zones 4 and 5 until the Zonal Masterplan for Zone 6 has been approved by the ODA.
- 7.2.2 The Zones 2-7 Developer shall not Occupy more than 1472 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 40% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless:
 - (A) the Nursery Facility and such part of the Primary School comprising facilities for not less than two forms of entry (including in each case such reasonable temporary playing facilities as are approved by the ODA and the Council) have been Completed; and
 - (B) either:
 - (1) a lease to the Education Provider in respect of those facilities referred to in paragraph 7.2.2(A) has been completed in accordance with paragraph 7.5; or
 - (2) if the lease has not completed for any reason beyond the direct control of the Zones 2-7 Developer, then a legally binding agreement has been entered into with the Education Provider for the grant of a lease of the facilities referred to in paragraph 7.2.2(A) in accordance with paragraph 7.5 and such facilities have been made available for Occupation by (and continue to be made available for Occupation by) the Education Provider.

7.2.3 The Zones 2-7 Developer shall not Occupy more than 2209 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless:

(A) the Secondary School and the remainder of the Primary School have been Completed; and

(B) either:

(1) a lease to the Education Provider in respect of the facilities referred to in paragraph 7.2.3(A) has been completed in accordance with paragraph 7.5; or

(2) if the lease has not completed for any reason beyond the direct control of the Zones 2-7 Developer, then a legally binding agreement has been entered into with the Education Provider for the grant of a lease of the facilities referred to in paragraph 7.2.3(A) in accordance with paragraph 7.5 and such facilities have been made available for Occupation by (and continue to be made available for Occupation by) the Education Provider.

7.2.4 Following the grant of a lease of the Schools and if and so long as such lease (or any renewed or replacement lease to the Education Provider) subsists, that part of the Education Campus which is subject to such lease shall not be used other than for educational purposes (which, if agreed by the ODA through the approval of the Zone 6 Zonal Masterplan, may include Daycare Facilities as defined in Part 5) for the benefit of residents of the local area.

7.3 Zone 1 Education Contribution

Not used.

7.4 Education Contribution

In the event that Central Government funding is secured for the provision of the Schools through the Academy Model or other appropriate vehicle agreed between the Council and the Zones 2-7 Developer, the Zones 2-7 Developer shall not Occupy more than 2209 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless the Education Contribution has been paid.

7.5 Lease of the Education Campus

7.5.1 The lease of the Education Campus shall be for a period of 125 years reserving an annual rent of not more than £25 with no rent review and will include as a minimum the following particular terms and provisions:

(A) all rights reasonably necessary to enable the Schools to be used for the purposes contemplated in this Part 7;

- (B) a covenant restricting the use of the Education Campus for the purposes of this Part 7 and for the purpose of the provision of day nursery facilities where it is agreed that any Daycare Facilities will be provided in Zone 6;
- (C) unless the Playing Fields are leased to the Education Provider, a full right to the use of the Playing Fields in accordance with the reasonable requirements of the Education Provider but subject to payment of a reasonable charge for the costs reasonably and properly incurred by the Zones 2-7 Developer (or by the Estate Management Company on behalf of the Zones 2-7 Developer) in such maintenance of the Playing Fields and as may be reasonably apportioned to the use of the Playing Fields by the Schools **PROVIDED THAT** any such maintenance charge shall not exceed such reasonable proportion of the Schools' budget that might reasonably be regarded as being available to the Education Provider for the purposes of maintaining school playing fields;
- (D) unless the Pedestrian Footbridge is leased to the Education Provider, such rights as may be necessary for the Schools and other persons using the Schools outside School Hours to use the Pedestrian Footbridge but subject to payment of a reasonable charge for the costs reasonably and properly incurred by the Zones 2-7 Developer (or by the Estate Management Company on behalf of the Zones 2-7 Developer) or such other person as may own and maintain the Pedestrian Footbridge in such maintenance of the Pedestrian Footbridge and as may be reasonably apportioned to the use of the Pedestrian Footbridge by the Schools **PROVIDED THAT** any such maintenance charge shall not exceed such reasonable proportion of the Schools' budget that might reasonably be regarded as being available to the Education Provider for the purposes of maintaining the Pedestrian Footbridge;
- (E) unless the Pedestrian Footbridge is leased to the Education Provider, an obligation on the landlord to manage and maintain (including repair and renewal) the Pedestrian Footbridge for the life of the Schools;
- (F) a requirement that the facilities within the Schools shall be made available for use outside School Hours for such community purposes as the Education Provider in consultation with the ODA and the Council may consider reasonable or appropriate and subject to the Education Provider being able to require persons using such facilities to pay a reasonable charge to cover the costs of making the facilities available for use;
- (G) a requirement that the Lifelong Learning Facility is retained for use for such purposes or for such other community purposes as the Education Provider may consider appropriate; and
- (H) the right for the Education Provider with the landlord's prior written consent (such consent not to be unreasonably withheld or delayed) to underlet the Schools or sublet part thereof to another education provider,

and the other provisions of the lease shall be as are reasonable and usual in relation to the term of and the use permitted by the lease.

7.6 The Pedestrian Footbridge

- 7.6.1 Save in respect of the Preparatory Operations and those roads to be provided through Zones 4 and 5 in accordance with paragraph 8.15, the Zones 2-7 Developer shall not commence any works within Zone 4 or 5 until it has provided documentary evidence to the ODA and the Council to show the acquisition of or right to acquire all land interests, rights, consents and approvals as may be necessary to secure the provision of the Pedestrian Footbridge and to make the same available for use by the Schools and (outside School Hours) other members of the public to whom the Playing Fields (including the North MUGA) and the Education Campus are to be made available in accordance with this Agreement.
- 7.6.2 Unless otherwise agreed by the ODA and the Council, the Zones 2-7 Developer shall submit the Pedestrian Footbridge Details to the ODA and the Council for approval at the same time that the Reserved Matters details for the Schools (or the phase of the Development within which they are situated) are submitted to the ODA.
- 7.6.3 The Zones 2-7 Developer shall take all necessary steps to diligently lay out, construct and complete in a proper and workmanlike manner the Pedestrian Footbridge in accordance with the Pedestrian Footbridge Details as approved by the ODA and the Council pursuant to paragraph 7.6.2.
- 7.6.4 Unless otherwise agreed with the ODA and the Council, the Zones 2-7 Developer shall not Occupy more than 2209 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless the Pedestrian Footbridge has been completed in accordance with the Pedestrian Footbridge Details.
- 7.6.5 The Zones 2-7 Developer shall submit the Pedestrian Footbridge Management Plan to the ODA and the Council for approval at least 6 months prior to completion of the Pedestrian Footbridge.
- 7.6.6 Unless the Pedestrian Footbridge is leased to the Education Provider (in which case paragraph 7.6.8 shall apply), as from the date of the completion of the Pedestrian Footbridge in accordance with paragraph 7.6.3 the Zones 2-7 Developer shall manage and maintain and permit access to and over the Pedestrian Footbridge in accordance with the Pedestrian Footbridge Management Plan.
- 7.6.7 Unless the Pedestrian Footbridge is leased separately to the Education Provider (in which case paragraph 7.6.8 shall apply), the lease of the Education Campus shall set out details of the management and maintenance of the Pedestrian Footbridge.
- 7.6.8 If the Pedestrian Footbridge is leased to the Education Provider, the lease of the Pedestrian Footbridge shall set out details of the management and maintenance of the Pedestrian Footbridge.

- 7.6.9 If the Pedestrian Footbridge is not leased to the Education Provider on terms that the Education Provider is to be wholly responsible for the costs of management and maintenance (including repair and renewal) of the Pedestrian Footbridge then:
- (A) subject to paragraphs 7.6.9(B) and (C), the Zones 2-7 Developer shall manage and maintain (and repair and renew) the Pedestrian Footbridge;
 - (B) the Council shall upon request by the Zones 2-7 Developer (but subject always to paragraph 7.6.9(C)) if it takes a transfer of the site of the Education Campus (and for the avoidance of doubt the Council shall be under no obligation to take such transfer) also take a transfer of the site of the Pedestrian Footbridge on such terms as may be reasonably proposed by the Zones 2-7 Developer including terms that the Council is to be obliged to manage and maintain (and renew and repair) the Pedestrian Footbridge to such standard as the Zones 2-7 Developer may reasonably propose, such standard (if the Pedestrian Footbridge is included in the lease to the Education Provider) to be no higher than would be required of the landlord under the terms of that lease; and
 - (C) upon any transfer by the Zones 2-7 Developer to the Council of the Zones 2-7 Developer's interest in the site of the Pedestrian Footbridge (as referred to in paragraph 7.6.9(B)), the Zones 2-7 Developer shall pay to the Council such sum as may reasonably be necessary (dispute resolution under clause 10 to apply in the event of a failure to agree on such sum) to manage and maintain (and repair and renew) the Pedestrian Footbridge to the standard specified in sub-paragraph (B) for the duration of the lease of the Education Campus as granted under this Part 7.

PART 8

PUBLIC ACCESS

RECITALS

- (A) The ODA, the Council and the Zones 2-7 Developer agree that open space remains a vital component of the environment and that the provision of high quality open spaces and other outdoor leisure and recreation facilities and high quality public realm and public access routes will play an important role in enhancing the environment at the Stratford City Development and will contribute significantly to the quality of life of residents, workers and visitors to the Stratford City Development, as well as attracting residents and new businesses to the area.
- (B) Accordingly, Principal Application 2 and Principal Application 3 incorporate some 123,760 square metres approximately of public open space and 32,710 square metres approximately of urban green space distributed in areas across each of the seven Zones forming part of the Stratford City Development as shown on Parameter Plan 5 and set out on page 4 of the Open Space Strategy (as defined in clause 1.1.2). In addition, a further 26,500 square metres approximately of Playing Fields are included separately in the Playing Fields Application.

RELEVANT DEFINITIONS

"at all times" means 24 hours of every day, unless otherwise agreed by the ODA (in consultation with the Council).

"Additional Urban Green Space" means such urban green space which does not form part of any Ecological Area, Park or Public Access Route but may be made available for use by the general public in accordance with paragraph 8.9.

"Alexandra Park" means that part of the Development Site within Zone 4 and Zone 5 shown edged brown and marked as area 9 on the Part 8 Plan and being a public park having an area of not less than **0.38 hectares** (0.93 acres) or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplans for Zone 4 or Zone 5 approved by the ODA in writing pursuant to Condition A1.

"Alexandra Park Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Alexandra Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.24.1, which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) park furniture, including seating and lighting; and
- (b) a seating area within a landscaped setting and pedestrian connections within, into and out of Alexandra Park.

"Alexandra Park Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Alexandra Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in

consultation with the Council) in accordance with paragraph 8.24.3 which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such Management Plan as may be approved by the ODA (in consultation with the Council).

"Arrival Park" means a public park having an area of not less than **0.15 hectares** (0.37 acres) and to be provided within Zone 2 at such location as is identified in the approved Zonal Masterplan for Zone 2.

"Arrival Park Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Arrival Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.3.1, which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) unless otherwise agreed by the ODA, a LEAP;
- (b) park furniture, including seating and lighting; and
- (c) a seating area within a landscaped setting and pedestrian connections within, into and out of Arrival Park.

"Arrival Park Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Arrival Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.3.3 which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such Management Plan as may be approved by the ODA (in consultation with the Council).

"Bridge Safeguarding Zones" means those parts of the Development Site shown as the locations for the Carpenter's Land Bridges edged brown and marked as areas SC2 and SC3 on the Part 8 Plan.

"Bully Point Nature Reserve" means the area edged brown and marked as area 1 on the Part 8 Plan.

"Carpenter's Land Bridges" means the pedestrian bridges to connect the Stratford City Site with Carpenter's Land as shown marked SC2 and SC3 on the Part 8 Plan.

"Carpenter's Square" means that part of the Development Site within Zone 2 shown edged brown and marked as area 2 on the Part 8 Plan having an area of not less than **0.85 hectares** (2.1 acres) or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplan for Zone 2 approved by the ODA in writing pursuant to Condition A1.

"Carpenter's Square Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Carpenter's Square to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.2.1 and which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) unless otherwise agreed by the ODA, a LEAP;

- (b) formal public gardens;
- (c) pedestrian connections within, into and out of Carpenter's Square;
- (d) park furniture including seating and lighting; and
- (e) an area for seasonal displays and activities and including a performance area.

"Carpenter's Square Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Carpenter's Square and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.2.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"Cascades" means the water feature to be provided within the Development Site as defined in the Open Space Strategy and marked as area 4.2 on the Part 8 Plan.

"Cascade Parklands" means the area within the northern part of the Development Site being approximately **10 hectares** within the area shown hatched brown on the Part 8 Plan and including North Station Square, North Park, the Cascades and the Ecological Park.

"Cascade Parklands Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of the Cascades and the Ecological Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.5 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) provision for pedestrian access and leisure activities along the water's edge;
- (b) water-based activities;
- (c) ecological areas within the water area;
- (d) interpretation facilities and pedestrian access connections in relation to the Ecological Park:
 - (i) from North Promenade and the South Promenade through the Ecological Park to the River Lea frontage, the Lea Valley Regional Park and to Bully Point Reserve;
 - (ii) from the Ecological Park to the Ecological Areas.

"Cascade Parklands Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Cascades and the Ecological Park and all facilities therein (including all associated street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.7, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"Cherry Park" means a publicly accessible open space having an area of not less than **2,750 square metres** to be provided within Zone 1 by the Zone 1 Developer pursuant to paragraph 8.22 of Schedule 1 to the Zone 1 Agreement at such location as is identified in the approved Zonal Masterplan for Zone 1.

"Crescent Park" means that part of the Development Site within Zone 4 shown edged brown and marked as area 5 on the Part 8 Plan having an area of not less than **0.48 hectares** (1.21 acres) or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplan for Zone 4 approved by the ODA in writing pursuant to Condition A1.

"Crescent Park Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Crescent Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.4.1 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) unless otherwise agreed by the ODA, a LEAP;
- (b) formal public gardens;
- (c) pedestrian connections within, into and out of Crescent Park;
- (d) park furniture, including seating and lighting; and
- (e) grassed space for informal recreation including ball games.

"Crescent Park Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Crescent Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.4.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"Cycle Tracks" means the cycle tracks to be provided within the Development Site along the routes shown by a green line on the Part 8 Plan.

"Cycle Tracks Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Cycle Tracks to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.14.1.

"Cycle Tracks Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Cycle Tracks (including lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.14.4, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Cycle Tracks) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"East Promenade" means the public access route shown coloured orange and marked as East Promenade on the Part 8 Plan.

"Ecological Areas" means those areas marked "SNHA 2" and "SNHS 2" on the Part 8 Plan.

"Ecological Areas Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of the Ecological Areas and also in relation to access along the riverside to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.16.1.

"Ecological Areas Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Ecological Areas (including lighting, pedestrian routes, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.16.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Ecological Areas) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"Ecological Park" means that part of the Cascade Parklands shown edged turquoise and marked as area 4.4 and including the areas marked "SNHA1" and "SNHS1" on the Part 8 Plan.

"LAP" means a local area for play of not less than **100 square metres**, being a small area of unsupervised open space specifically designed and designated for young children (aged 4 to 6 years old) for play activities close to where they live and designed and laid out to meet the relevant safety standards for play facilities and safety surfacing and to include seating for supervising adults.

"LEAP" means a local equipped area for play of not less than **400 square metres**, being an unsupervised equipped area for play for children of early school age (aged 4 to 10 years old) designed to include at least 5 different types of play equipment, designed and laid out to meet the relevant safety standards for play facilities and safety surfacing and to include seating for supervising adults.

"Long Park" means that part of the Development Site within Zone 4 shown edged brown and marked as area 10 on the Part 8 Plan and being a public park having an area of not less than **0.24 hectares** (0.59 acres) or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplan for Zone 4 approved by the ODA in writing pursuant to Condition A1.

"Long Park Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of Long Park to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.5.1 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) unless otherwise agreed by the ODA, a LAP;
- (b) park furniture including seating and lighting; and
- (c) pedestrian connections within, into and out of Long Park.

"Long Park Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of Long Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security

equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.5.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"MUGA" means a multi-use games area to be fully lit and provided in accordance with Sport England standards for a type 4 MUGA in the document entitled "Sport England's Guide to the design specification and construction of Multi-Use Games Areas" and to accommodate as a minimum, facilities for football and basketball.

"NEAP" means a neighbourhood equipped area of play of not less than **1,000 square metres**, being an unsupervised play area equipped for children aged 4 to 16 years designed to include at least 8 different pieces of play equipment, opportunities for ball games or wheeled activities and seating for supervising adults and designed and laid out to meet the relevant safety standards for play areas, equipment and safety surfacing.

"North MUGA" means a MUGA of not less than **37 metres** by **18.5 metres** to be provided within that part of the Development Site which is subject to the Playing Fields Consent.

"North Park" means that part of the Development Site within Zone 3 and Zone 5 shown edged green and marked as area 4.1 on the Part 8 Plan or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplans for Zone 3 or Zone 5 approved by the ODA in writing pursuant to Condition A1.

"North Park and North Station Square Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of North Park and North Station Square to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.1 which detailed plans and specifications shall include in addition to landscaped areas (both hard and soft):

- (a) an area to be used as a gathering/performance area with a stage area to be fully powered and serviced;
- (b) unless otherwise agreed by the ODA, a NEAP;
- (c) park furniture including seating and lighting;
- (d) toilet facilities;
- (e) at least one piece of Public Art;
- (f) grassed areas to be used for informal recreation including ball games; and
- (g) pedestrian connections within, into and out of North Park and North Station Square.

"North Park and North Station Square Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of North Park and all facilities therein (including all associated Playspace Facilities, street/park furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.1.4, which

scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Parks) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"North Promenade" means the public access route within Zone 5 shown coloured orange and marked as North Promenade on the Part 8 Plan.

"North Station Square" means that part of the Development Site within Zone 3 shown edged purple and marked as area 4.3 on the Part 8 Plan to comprise a formal tree planted landscape with casual seating or such other part of the Development Site of the same size as is identified in any variation of the Zonal Masterplan for Zone 3 approved by the ODA in writing pursuant to Condition A1.

"North-West Promenade" means that part of the public access route within Zone 5 shown coloured orange on the Part 8 Plan and lying to the north of the intersection between the North Promenade and the West Promenade.

"on foot" shall include access with prams, pushchairs and wheelchairs.

"Park" means all or any of Alexandra Park, Arrival Park, Carpenter's Square, Cascade Parklands, Crescent Park, Long Park and North Park.

"Part 8 Plan" means the plan attached hereto at **Annexure 14** and marked "Part 8 Plan".

"Permitted Closures" means temporary closure of the Public Access Area in question or any part thereof, in each case subject to the conditions prescribed by paragraph 8.17 in the following circumstances:

- (a) with the prior written approval of the Council where the Council is satisfied that such temporary closure is necessary in the interests of public safety or is required for the purposes of essential maintenance, repair, cleansing, renewal or resurfacing works within the Public Access Area in question or for any other reasonable and proper purpose;
- (b) with the prior written approval of the Council where the Council is satisfied that such temporary closure is necessary for the purposes of carrying out works of construction (including development or redevelopment or for the placing or replacing of underground services) on the Development Site or adjoining land;
- (c) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (d) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law; and
- (e) any closure required for or during the Games.

"Playing Fields Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Playing Fields and all facilities therein (including the North MUGA and all street/park furniture, lighting, security equipment and drainage) and details of the arrangements for the use of the Playing Fields outside School Hours (as defined in Part 7) and the booking and charging regime to be applied to such use, to be submitted to and approved by the ODA (in consultation with the

Council) in accordance with paragraph 8.12.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Playing Fields and North MUGA) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"Playspace Facilities" means any LAP, LEAP or NEAP within any Park.

"Primary Roads" means the routes within the Development Site shown coloured red on the Part 8 Plan and intended for use by all traffic to be provided pursuant to and in accordance with Condition H1.

"Public Access Areas" means all or any of the Additional Urban Green Spaces, the Cycle Tracks, the Parks, the Playing Fields (including the North MUGA), the Public Access Routes, the Primary Roads, the Secondary Roads, the South MUGA and the Carpenter's Land Bridges.

"Public Access Routes" means all or any of the Zone 3 and 5 Public Access Routes.

"Roads" means all roads with public access within the Development Site including the Primary and Secondary Roads.

"Roads Management Plan" means schemes for the management and maintenance (including where appropriate repair and renewal) of the Roads (including all associated street furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.15.3, which schemes shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Roads) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"Secondary Roads" means the routes within the Development Site shown coloured blue on the Part 8 Plan and intended for use by all traffic.

"Secondary Roads Details" means the detailed plans and specifications in relation to the construction of the Secondary Roads submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.15.1.

"South MUGA" mean a MUGA of not less than **37 metres** by **18.5 metres** to be provided within Zone 2 at such location as is identified in the approved Zonal Masterplan for Zone 2.

"South MUGA Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of the South MUGA to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.6.1.

"South MUGA Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the South MUGA and all facilities therein (including all associated equipment, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.6.3, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the South MUGA) and including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

"South Promenade" means the public access route within Zone 5 shown coloured orange and marked "South Promenade" on the Part 8 Plan.

"Sports Contribution" means the sum of **£500,000** (Indexed) to be paid to the Council in accordance with paragraph 8.13 towards the provision of new local sports facilities (including both indoor and outdoor facilities) or carrying out improvements to existing local sports facilities (including both indoor and outdoor facilities) within 1 mile of the edge of the Stratford City Site.

"West Promenade" means the public access route within Zones 3 and 5 shown coloured orange and marked West Promenade on the Part 8 Plan.

"Zone 1 LAP" means a LAP to be provided in Zone 1 by the Zone 1 Developer either within Cherry Park or Angel Lane and at such location as is identified through the submission and approval of Reserved Matters for either Cherry Park or the residential development in Angel Lane.

"Zone 1 Public Access Routes" means the public access routes in Zone 1 shown as public realm on the Part 8 Plan and those to be agreed through the approval of the Zonal Masterplan for Zone 1.

"Zones 3 and 5 Public Access Routes" means the North Promenade, the South Promenade, the East Promenade and the West Promenade (including the North-West Promenade) and also includes the public access routes to be provided through the Ecological Park as approved by the ODA (in consultation with the Council) pursuant to the Cascade Parklands Details.

"Zones 3 and 5 PAR Details" means the detailed plans and specifications in relation to the construction, laying out and landscaping of the Zones 3 and 5 Public Access Routes to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.8.1 which detailed specifications shall provide for:

- (a) the North Promenade to be constructed so as to cross through the Ecological Park and adjoin the boundary of the Development Site between the points marked A and B on the plan attached at **Annexure 8**;
- (b) the North-West Promenade to be constructed so as to adjoin the boundary of the Development Site between the points marked C and D on the plan attached at **Annexure 8**;
- (c) the South Promenade to be constructed so as to cross through the Ecological Areas and adjoin the boundary of the Development Site between the points marked A and B on the plan attached at **Annexure 8**; and
- (d) the East Promenade to be constructed so as to adjoin the boundary of the Development Site between the points marked D and E on the plan attached at **Annexure 8**.

"Zones 3 and 5 PAR Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Zones 3 and 5 Public Access Routes (including all associated street furniture, lighting, security equipment and drainage) to be submitted to and approved by the ODA (in consultation with the Council) in accordance with paragraph 8.8.6, which scheme shall reflect the principles set out in the Estate Management Framework (so far as applicable to the Public Access Routes) and

including any subsequent variations to such management plan as may be approved by the ODA (in consultation with the Council).

8. OPERATIVE PROVISIONS

8.1 Cascade Parklands

- 8.1.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the North Park and North Station Square Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for North Park and North Station Square (or the phase of the Development within which they are situated) are submitted to the ODA for approval.
- 8.1.2 Unless otherwise agreed with the ODA (in consultation with the Council) the Zones 2-7 Developer shall not Occupy more than 1,000 Residential Units within the Development Site until North Park (excluding the construction compound area shown as attached in **Annexure 15**) and North Station Square have been completed in accordance with the North Park and North Station Square Details as approved by the ODA (in consultation with the Council) and are open for use by the general public in accordance with paragraph 8.1.3.
- 8.1.3 Unless otherwise agreed with the ODA (in consultation with the Council) upon completion of North Park and North Station Square the Zones 2-7 Developer shall permit the general public to have continuous access on foot and in respect of those routes where cycles are permitted by bicycle, to and over North Park, North Station Square and the Playspace Facilities at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.1.4 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the North Park and North Station Square Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of North Park and North Station Square to the general public in accordance with paragraph 8.1.3.
- 8.1.5 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit to the ODA for approval (such approval to be in consultation with the Council) the Cascade Parklands Details relating to the remainder of the Cascade Parklands (the area of Cascade Parklands in addition to that required to be completed pursuant to paragraph 8.1.2) at the same time as the Reserved Matters details for the Cascade Parklands (or the phase of the Development within which Cascade Parklands is situated) are submitted to the ODA.

- 8.1.6 Unless otherwise agreed with the ODA (in consultation with the Council) through the submission and approval of the Zonal Masterplan for Zone 5, the Zones 2-7 Developer shall not Occupy more than 644 Residential Units in Zone 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 5 (which total is specified in such amended Site Wide Housing Strategy) unless the remainder of the Cascade Parklands has been completed in accordance with the Cascade Parklands Details approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.1.8.
- 8.1.7 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Cascade Parklands Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of the Cascade Parklands to the general public in accordance with paragraph 8.1.8.
- 8.1.8 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of the Cascade Parklands the Zones 2-7 Developer shall permit the general public to have continuous access on foot and in respect of those routes where cycles are permitted by bicycle, to and over Cascade Parklands at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.1.9 Subject to paragraphs 8.1.3 and 8.1.8 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over North Park once open pursuant to paragraph 8.1.3 or the remainder of Cascade Parklands once open pursuant to paragraph 8.1.8.
- 8.1.10 Following completion of North Park pursuant to paragraph 8.1.2 the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over North Park in accordance with details approved by the ODA (in consultation with the Council) when approving the North Park Details, such details to include the timing for the provision of such signage.
- 8.1.11 Following completion of the remainder of Cascade Parklands pursuant to paragraph 8.1.6, the Zones 2-7 Developer will erect signage on the Development Site indicating the availability of public access to and over the Cascade Parklands in accordance with details approved by the ODA when approving the detailed plans and specifications in relation to each element of the Cascade Parklands, such details to include the timing for the provision of such signage.

- 8.1.12 The Zones 2-7 Developer shall, at its own expense, manage and maintain the Cascade Parklands for the life of the Development in accordance with Cascade Parklands Management Plan approved by the ODA (in consultation with the Council).

8.2 Carpenter's Square

- 8.2.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Carpenter's Square Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Carpenter's Square (or the phase of the Development within which Carpenter's Square is situated) are submitted to the ODA for approval.
- 8.2.2 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall not Occupy more than 84 Residential Units in Zone 2 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 2 (which total is specified in such amended Site Wide Housing Strategy) unless Carpenter's Square has been completed in accordance with the Carpenter's Square Details as approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.2.4.
- 8.2.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Carpenter's Square Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Carpenter's Square to the general public in accordance with paragraph 8.2.4.
- 8.2.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Carpenter's Square the Zones 2-7 Developer will permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Carpenter's Square at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) Public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.2.5 Subject to paragraph 8.2.4 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps that would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Carpenter's Square.
- 8.2.6 Following completion of Carpenter's Square, the Zones 2-7 Developer will erect signage on the Development Site indicating the availability of public access to and over Carpenter's Square in accordance with details to be approved by the

ODA (in consultation with the Council) when approving the Carpenter's Square Details, such details to include the timing for the provision of such signage.

- 8.2.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain Carpenter's Square for the life of the Development in accordance with the Carpenter's Square Management Plan approved by the ODA (in consultation with the Council).

8.3 Arrival Park

- 8.3.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Arrival Park Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Arrival Park (or the phase of the Development within which Arrival Park is situated) are submitted to the ODA for approval.
- 8.3.2 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall not Occupy more than 84 Residential Units in Zone 2 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 2 (which total is specified in such amended Site Wide Housing Strategy) unless Arrival Park has been completed in accordance with the Arrival Park Details as approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.3.4.
- 8.3.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Arrival Park Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Arrival Park to the general public in accordance with paragraph 8.3.4.
- 8.3.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Arrival Park the Zones 2-7 Developer shall permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Arrival Park at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.3.5 Subject to paragraph 8.3.4 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Arrival Park.
- 8.3.6 Following completion of Arrival Park, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to

and over Arrival Park in accordance with details to be approved by the ODA (in consultation with the Council) when approving the Arrival Park Details, such details to include the timing for the provision of such signage.

- 8.3.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain Arrival Park for the life of the Development in accordance with the Arrival Park Management Plan approved by the ODA (in consultation with the Council).

8.4 **Crescent Park**

- 8.4.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Crescent Park Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Crescent Park (or the phase of the Development within which Crescent Park is situated) are submitted to the ODA for approval.
- 8.4.2 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall not Occupy more than 276 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless Crescent Park has been completed in accordance with the Crescent Park Details as approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.4.4.
- 8.4.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Crescent Park Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Crescent Park to the general public in accordance with paragraph 8.4.4.
- 8.4.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Crescent Park the Zones 2-7 Developer shall permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Crescent Park at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.4.5 Subject to paragraph 8.4.4 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Crescent Park.

- 8.4.6 Following completion of Crescent Park, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over Crescent Park in accordance with details to be approved by the ODA (in consultation with the Council) when approving the Crescent Park Details, such details to include the timing for the provision of such signage.
- 8.4.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain Crescent Park for the life of the Development in accordance with the Crescent Park Management Plan approved by the ODA (in consultation with the Council).

8.5 Long Park

- 8.5.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Long Park Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Long Park (or the phase of the Development within which Long Park is situated) are submitted to the ODA for approval.
- 8.5.2 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall not Occupy more than 442 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 40% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless Long Park has been completed in accordance with the Long Park Details as approved by the ODA (in consultation with the ODA) and is open for use by the general public in accordance with paragraph 8.5.4.
- 8.5.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Long Park Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Long Park to the general public in accordance with paragraph 8.5.4.
- 8.5.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Long Park the Zones 2-7 Developer shall permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Long Park at all times, free of charge
SUBJECT TO:
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.5.5 Subject to paragraph 8.5.4 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Long Park.

- 8.5.6 Following completion of Long Park, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over Long Park in accordance with details to be approved by the ODA (in consultation with the Council) when approving the Long Park Details, such details to include the timing for the provision of such signage.
- 8.5.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain Long Park for the life of the Development in accordance with the Long Park Management Plan approved by the ODA (in consultation with the Council).

8.6 South MUGA

- 8.6.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the South MUGA Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the South MUGA (or the phase of the Development within which the South MUGA is situated) are submitted to the ODA for approval.
- 8.6.2 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall not Occupy more than 84 Residential Units in Zone 2 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 2 (which total is specified in such amended Site Wide Housing Strategy) unless the South MUGA has been completed in accordance with the South MUGA Details as approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.6.4.
- 8.6.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the South MUGA Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of the South MUGA to the general public in accordance with paragraph 8.6.4.
- 8.6.4 Upon completion of the South MUGA, the Zones 2-7 Developer shall permit the general public to have continuous access on foot to and over the South MUGA at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.6.5 Subject to paragraph 8.6.4, and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over the South MUGA.

- 8.6.6 Following completion of the South MUGA, the Zones 2-7 Developer shall erect the signage on the Development Site indicating the availability of public access to and over the South MUGA in accordance with details to be approved by the ODA (in consultation with the Council) when approving the South MUGA Details, such details to include the timing for the provision of such signage.
- 8.6.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain the South MUGA for the life of the Development in accordance with South MUGA Management Plan approved by the ODA (in consultation with the Council).
- 8.7 Zone 1 Public Access Routes**
- Not used.
- 8.8 Zones 3 and 5 Public Access Routes**
- 8.8.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Zones 3 and 5 PAR Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Zones 3 and 5 Public Access Routes (or the phase of the Development within which the Zone 3 and 5 Public Access Routes are situated) are submitted to the ODA for approval such details to provide for the construction of the Zones 3 and 5 Public Access Routes so as to connect (or allow for their future connection) with the Zone 1 Public Access Routes as shown on the Part 8 Plan and as agreed with the Zone 1 Developer.
- 8.8.2 The Zones 2-7 Developer shall complete and make available for use by the general public, the Zones 3 and 5 Public Access Routes contiguous to the Parks or Roads at the same time as those Roads or Parks are required to be completed and available for public use in all cases in accordance with the Zones 3 and 5 PAR Details as approved by the ODA (in consultation with the Council).
- 8.8.3 Where completion of the relevant Park or Road (as the case may be) referred to in paragraph 8.8.2 is to be carried out prior to the opening or Occupation of a certain level of retail or leisure floorspace or prior to the Occupation of a certain percentage or number of Residential Units, then the Zones 2-7 Developer shall not Occupy more than the prescribed level of floorspace or (as the case may be) the percentage or number of Residential Units until such of the Zones 3 and 5 Public Access Routes as are contiguous with such Park or Road as aforesaid have been completed in accordance with the Zones 3 and 5 PAR Details as approved by the ODA (in consultation with the Council) and are open for use by the general public.
- 8.8.4 The Zones 2-7 Developer shall construct the Zones 3 and 5 Public Access Routes so as to adjoin the boundaries of the Development Site with adjoining areas including the Zone 1 Public Access Routes as referred to in the definition of the Zones 3 and 5 PAR Details and save in relation to any Zone 1 Public Access Routes where the Zones 2-7 Developer shall agree with the Zone 1 Developer the connection of the relevant Public Access Routes in accordance with paragraph 8.8.1 above the Zones 2-7 Developer will use Reasonable Endeavours to obtain any rights and consents as may be necessary to enable the Zones 3 and 5 Public Access Routes to connect to any public access route on such adjoining area outside of the Stratford City Site and upon the grant of such rights and consents,

the Zones 2-7 Developer shall open up the boundary in question and permit the public to pass from the Public Access Route into the adjoining area and vice versa.

- 8.8.4A In relation to the connection of the Zones 3 and 5 Public Access Routes to the Zone 1 Public Access Routes as referred to in paragraph 8.8.4, in the event that at the date of such of the Zones 3 and 5 Public Access Routes as shall connect to the Zone 1 Public Access Routes are completed the Zone 1 Public Access Routes in question have not been completed then upon completion of the Zone 1 Public Access Routes in question the Zones 2-7 Developer shall open up the boundary of the Zones 3 and 5 Public Access Routes in question so as to permit the public to pass from the Zones 3 and 5 Public Access Routes in question to the Zone 1 Public Access Routes in question and vice versa.
- 8.8.5 Without prejudice to paragraph 8.8.4, in the event that the ODA shall (by way of an agreement under section 106 of the 1990 Act or otherwise) secure obligations from the owners of adjoining areas which enable any of the Zones 3 and 5 Public Access Routes to connect onto any public access routes on adjoining areas, then the Zones 2-7 Developer shall upon written receipt from the ODA and within such time period as may be agreed between the Zones 2-7 Developer and the ODA open up the boundary of the relevant Zones 3 and 5 Public Access Route to be connected into the adjoining area and thereafter permit the public to pass from the Public Access Route into the adjoining area and vice versa.
- 8.8.6 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Zones 3 and 5 PAR Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of the Zones 3 and 5 Public Access Routes to the general public in accordance with paragraph 8.8.7.
- 8.8.7 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of the Zones 3 and 5 Public Access Routes the Zones 2-7 Developer shall permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted by bicycle), to and over the Zones 3 and 5 Public Access Routes at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and
 - (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.8.8 Subject to paragraph 8.8.7 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access onto or over the Zones 3 and 5 Public Access Routes.
- 8.8.9 Following completion of the Zones 3 and 5 Public Access Routes, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over the Zones 3 and 5 Public Access Routes in

accordance with details to be approved by the ODA (in consultation with the Council) when approving the Zones 3 and 5 PAR Details, such details to include the timing for the provision of such signage.

- 8.8.10 The Zones 2-7 Developer shall, at its own expense, manage and maintain the Zones 3 and 5 Public Access Routes for the life of the Development (unless they are adopted as public highway maintainable at public expense) in accordance with the Zones 3 and 5 PAR Management Plan approved by the ODA (in consultation with the Council).

8.9 Additional Urban Green Spaces

- 8.9.1 On or prior to submission of each Zonal Masterplan the Zones 2-7 Developer shall submit to the ODA for approval (such approval to be in consultation with the Council):
- (A) detailed plans and specifications of any Additional Urban Green Spaces within that Zone such details to include hard and soft landscaping, all street or park furniture (including seating and lighting) and pedestrian connections within and into and out of the Additional Urban Green Spaces;
 - (B) a management plan for the management and maintenance of the Additional Urban Green Spaces for the life of the Development (including any facilities therein) such management plan to reflect the principles of the Estate Management Framework (so far as applicable to the Additional Urban Green Spaces); and
 - (C) a timetable for the provision of the Additional Urban Green Spaces by reference to levels of Occupation of floorspace to be provided within the Development.
- 8.9.2 The Zones 2-7 Developer shall take all necessary steps to diligently lay out and construct and complete in a proper and workmanlike manner the Additional Urban Green Spaces in accordance with the details as approved by the ODA (in consultation with the Council) pursuant to paragraph 8.9.1.
- 8.9.3 The Zones 2-7 Developer shall not Occupy more than the level of floorspace specified within the timetable approved pursuant to paragraph 8.9.1(C) in relation to completion of a particular Additional Urban Green Space until such Additional Urban Green Space has been completed in accordance with paragraph 8.9.2 and is open for use by the general public in accordance with paragraph 8.9.5.
- 8.9.4 Save as approved pursuant to paragraph 8.9.1, subject to paragraph 8.9.5, and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, public access into out of or over the Additional Urban Green Spaces.
- 8.9.5 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of the Additional Urban Green Space the Zones 2-7 Developer shall permit the general public to have continuous access on foot and (in respect of

those routes where cycles are permitted by bicycle), to and over the Additional Urban Green Space at all times, free of charge **SUBJECT TO:**

- (A) Permitted Closures;
- (B) any lawful requirements of the police or any other competent authority; and
- (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.

8.9.6 Following completion of the Additional Urban Green Space, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over the Additional Urban Green Space in accordance with details to be approved by the ODA (in consultation with the Council) when approving the details pursuant to paragraph 8.9.1(A) such details to include the timing for the provision of such signage.

8.9.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain the Additional Urban Green Space for the life of the Development in accordance with the management plan approved pursuant to paragraph 8.9.1(B).

8.10 Pedestrian Bridges to Carpenter's Land

8.10.1 Until 1 January 2018, the Zones 2-7 Developer shall ensure that all relevant Zonal Masterplans and all applications for the approval of Reserved Matters for the Development Site accord with the Bridge Safeguarding Zones so that no buildings or other permanent structures constructed pursuant to the Third Planning Permission are sited, designed or serviced in a form or manner that would prevent or restrict the provision of or access to the Carpenter's Land Bridges.

8.10.2 In the event that planning permission is granted for development of any area adjoining the Bridge Safeguarding Zones, the Zones 2-7 Developer shall, in each case following agreement of the detailed specification and management (including public access), maintenance and security provisions in respect of the relevant Carpenter's Land Bridges and subject to nominal consideration for any rights granted, permit the owner, occupier or developer of such neighbouring area to construct the relevant Carpenter's Land Bridges into the relevant safeguarded zone in accordance with the agreed specification.

8.11 Pedestrian Bridge to Carpenter's Estate

Not used.

8.12 Playing Fields

8.12.1 The Zones 2-7 Developer shall not Occupy more than 2209 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless the Playing Fields have been completed in accordance

with the Playing Fields Consent and are open for use in accordance with paragraphs 8.12.3 and 8.12.4.

- 8.12.2 The Zones 2-7 Developer shall procure that the Playing Fields Application, in addition to providing for access to the North MUGA from the Playing Fields, provides for independent access to the North MUGA so that the North MUGA will remain capable of access and use separately from, as well as in conjunction with, the Playing Fields **PROVIDED THAT** the ODA and the Council agree and confirm that the planning application dated 10 December 2008 submitted to the ODA (Application Ref No 08/90358/FULODA) satisfies the requirements of this paragraph 8.12.2.
- 8.12.3 Unless otherwise agreed with the ODA (in consultation with the Council) the Zones 2-7 Developer shall submit the Playing Fields Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the Playing Fields being open for use.
- 8.12.4 Unless otherwise agreed with the ODA (in consultation with the Council) the Playing Fields Management Plan submitted to the ODA for approval shall provide for the use of the Playing Fields (excluding the North MUGA) following completion of the Schools as follows:
- (A) during School Hours (as defined in Part 7) for exclusive use by the Education Provider; and
 - (B) outside School Hours for use by members of the public with priority being afforded to residents of the Council's Area and residents of the London Borough of Waltham Forest.
- 8.12.5 Following completion of the Playing Fields, the Zones 2-7 Developer shall permit the general public at all times to use the North MUGA and shall manage and maintain the North MUGA in accordance with the Playing Fields Management Plan.
- 8.12.6 Following completion of the Playing Fields, unless the Playing Fields are leased to the Education Provider (in which case paragraph 8.12.7 shall apply), the Zones 2-7 Developer shall manage and maintain the Playing Fields for the life of the Development in accordance with the Playing Fields Management Plan approved by the ODA (in consultation with the Council).
- 8.12.7 In the event that the Playing Fields are leased to the Education Provider the lease of the Playing Fields shall include a requirement that the Playing Fields are managed and maintained in accordance with the Playing Fields Management Plan.
- 8.12.8 In the event that the lease of the Playing Fields shall require that the lessee manages and maintains the Playing Fields, the lessee shall manage and maintain the Playing Fields in accordance with the Playing Fields Management Plan and for so long as the lease subsists, the obligation hereunder shall be enforceable by the ODA against the lessee of the Playing Fields and any person succeeding to or deriving title from such lessee.

8.13 Sports Contribution

- 8.13.1 Not used.

- 8.13.2 The Zones 2-7 Developer shall not Occupy more than 2209 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 60% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless the Zones 2-7 Developer has paid the Sports Contribution to the Council.
- 8.13.3 Unless otherwise agreed with the Zones 2-7 Developer, the Council shall apply the Sports Contribution to local sports facilities within 1 mile of the edge of the Stratford City Site.

8.14 Cycle Tracks

- 8.14.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Cycle Tracks Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Zones 3 and 5 Public Access Routes (or the phase within which the Cycle Tracks are situated) are submitted to the ODA for approval.
- 8.14.2 The Zones 2-7 Developer shall construct and complete in accordance with the Cycle Track Details approved by the ODA (in consultation with the Council) and make available for public use the Cycle Tracks contiguous to Roads or Public Access Routes at the same time as those Roads or Public Access Routes are required to be completed and available for public use.
- 8.14.3 Where completion of the relevant Road or (as the case may be) Public Access Area referred to in paragraph 8.14.2 above is to be carried out prior to the opening or Occupation of a certain level of retail or leisure floorspace or prior to the Occupation of a certain percentage or number of Residential Units, then the Zones 2-7 Developer shall not Occupy more than the prescribed level of floorspace or (as the case may be) the percentage or number of Residential Units until such of the Cycle Tracks as are contiguous with such Roads or Public Access Areas have been completed in accordance with the Cycle Track Details as approved by the ODA (in consultation with the Council) and are open for use by the general public in accordance with paragraph 8.14.5.
- 8.14.4 Unless otherwise agreed with the ODA (in consultation with the Council) the Zones 2-7 Developer shall submit the Cycle Tracks Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the first of the Cycle Tracks being open for use in accordance with paragraph 8.14.5.
- 8.14.5 Unless otherwise agreed with the ODA (in consultation with the Council) upon completion of the Cycle Tracks the Zones 2-7 Developer shall permit the general public to have continuous access by bicycle, to and over the Cycle Tracks at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) the requirements of the police or any other competent authority; and

- (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.14.6 Subject to paragraph 8.14.5 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall fence barrier or any object or structure or take any other steps which would prevent or restrict or have the effect of preventing or restricting, access on cycles over the Cycle Tracks or to or from the Cycle Tracks.
- 8.14.7 Following completion of the Cycle Tracks, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over the Cycle Tracks in accordance with details to be approved by the ODA (in consultation with the Council) when approving the Cycle Tracks Details, such details to include the timing for the provision of such signage.
- 8.14.8 The Zones 2-7 Developer shall, at its own expense, manage and maintain the Cycle Tracks for the life of the Development (unless they are adopted as public highway maintainable at public expense) in accordance with the Cycle Tracks Management Plan approved by the ODA (in consultation with the Council).
- 8.15 Primary and Secondary Roads**
 - 8.15.1 Unless otherwise agreed with the ODA (in consultation with the Council) the Zones 2-7 Developer shall submit the Secondary Roads Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Secondary Roads (or the phase within which the Secondary Roads are situated) are submitted to the ODA for approval.
 - 8.15.2 The Zones 2-7 Developer shall not Occupy more than 276 Residential Units in Zone 4 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 25% of the total Residential Units which are permitted to be constructed in Zone 4 (which total is specified in such amended Site Wide Housing Strategy) unless the Secondary Road numbered N4 on the Part 8 Plan has been completed in accordance with the Secondary Roads Details relevant to Road N4 and is open for use by the general public in accordance with paragraph 8.15.4.
 - 8.15.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Roads Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the relevant Road to which the management plan relates being open for use by the general public.
 - 8.15.4 Upon completion of any Primary and Secondary Roads, the Zones 2-7 Developer shall permit the general public to have continuous access on foot and with bicycles and vehicles to and over the Primary and Secondary Roads at all times, free of charge **SUBJECT TO:**
 - (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority; and

(C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.

- 8.15.5 Subject to paragraph 8.15.4 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall fence barrier or any object or structure or take any other steps which would prevent or restrict or have the effect of preventing or restricting, vehicular access over, to or from the carriageway or access on foot over footways forming part of the Primary or Secondary Roads.
- 8.15.6 Following completion of the Secondary Roads, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over the Secondary Roads in accordance with details to be approved by the ODA (in consultation with the Council) when approving the Secondary Roads Details, such details to include the timing for the provision of such signage.
- 8.15.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain the Primary and Secondary Roads for the life of the Development (unless they are adopted as public highway maintainable at public expense) in accordance with the Roads Management Plan approved by the ODA (in consultation with the Council).

8.16 Ecological Areas

- 8.16.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Ecological Areas Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for the Ecological Areas (or the phase of the Development within which the Ecological Areas are situated) are submitted to the ODA for approval.
- 8.16.2 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall not Occupy Zone 3 or any part thereof until the Ecological Areas have been completed in accordance with the Ecological Areas Details as approved by the ODA (in consultation with the Council) and are open for use by the general public in accordance with paragraph 8.16.4.
- 8.16.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Ecological Areas Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of the Ecological Areas to the general public in accordance with paragraph 8.16.4.
- 8.16.4 Upon completion of the Ecological Areas, the Zones 2-7 Developer shall permit the general public to have continuous access on foot to and over those parts of the Ecological Areas in respect of which the ODA (in consultation with the Council) shall agree access should be permitted, at all times, free of charge **SUBJECT TO:**
- (A) Permitted Closures;
 - (B) any lawful requirements of the police or any other competent authority;
and

- (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
- 8.16.5 Subject to paragraph 8.16.4, and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over the Ecological Areas.
- 8.16.6 Following completion of the Ecological Areas, the Zones 2-7 Developer shall erect the signage on the Development Site indicating the availability of public access to and over the Ecological Areas, in accordance with details to be approved by the ODA when approving the Ecological Areas Details, such details to include the timing for the provision of such signage.
- 8.16.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain the Ecological Areas for the life of the Development in accordance with Ecological Areas Management Plan approved by the ODA (in consultation with the Council).

8.17 Temporary Closures

- 8.17.1 In relation to a Permitted Closure which is referred to in sub-paragraphs (a) or (b) of the definition of Permitted Closures, not less than 20 Working Days prior to the temporary closure the Zones 2-7 Developer shall submit a request to the Council for approval to such temporary closure specifying the intended date or dates of such closure and the reasons for it.
- 8.17.2 The Council shall within 15 Working Days respond to a request from the Zones 2-7 Developer pursuant to 8.17.1 stating whether the Council approves the temporary closure and in granting any such approval, the Council may also impose reasonable terms in relation to such closure.
- 8.17.3 Any failure by the Council to respond to the Zones 2-7 Developer's request pursuant to paragraph 8.17.2 within 15 Working Days from the date of the request, shall be a deemed approval of that request.
- 8.17.4 Any temporary closure referred to in sub-paragraph (c) of the definition of Permitted Closures shall be subject to the following conditions:
 - (A) a requirement that, as soon as reasonably practicable after such closure and in any event within 48 hours, the Zones 2-7 Developer shall notify the Council in writing of such closure and the details thereof (including full reasons for the closure and its anticipated duration);
 - (B) continue on such terms as the Council may reasonably require (including the duration of closure) in response to the Zones 2-7 Developer's notice referred to in sub-paragraph (A).
- 8.17.5 Upon the re-opening of any Public Access Area following temporary closure the provisions of this Part 8 relating to public access to, from and over such Public Access Area shall again apply hereto.

8.18 Power of entry and works in default

- 8.18.1 Save in respect of paragraph 8.17.4 where the provisions of this paragraph 8.18 shall also apply as if references to the "ODA" or "the ODA's" were references to the "ODA or the Council" or the "ODA's or the Council's", the Zones 2-7 Developer shall upon reasonable written notice permit the ODA or any person or body the ODA elects to carry out on behalf of the ODA the ODA's functions under this paragraph 8.18 (and for the avoidance of doubt such body may include the Council) with or without agents, surveyors workmen and others, to enter upon the Development Site following completion of any Public Access Area for the purpose of ascertaining whether the obligations in this Part 8 in relation to such Public Access Area have been or are being complied with.
- 8.18.2 Following notice by the ODA of any breach of the Zones 2-7 Developer's obligations under this Part 8, if within 2 months of such notice the Zones 2-7 Developer shall not have commenced and does not thereafter diligently proceed within a reasonable timescale to comply with the requirements of the aforementioned notice then, to the extent that rectification of the breach requires works to be carried out, the ODA or the ODA's elected person or body may with or without workmen and others and with or without materials, plant, machinery, equipment and/or appliances, enter upon the Development Site in order to remedy such default (including without prejudice to the generality the clearing of any unauthorised obstruction).
- 8.18.3 In the event that the ODA or the ODA's elected person or body carries out any remedial works pursuant to paragraph 8.18.2, the cost of so doing and all expenses incurred thereby shall be paid by the Zones 2-7 Developer to the ODA or the ODA's elected person or body (as appropriate) within 10 Working Days of demand thereof.

8.19 Rules and regulations in relation to use of Public Access Areas

The Zones 2-7 Developer may make reasonable rules and regulations with regard to the conduct of persons using any Public Access Area **PROVIDED THAT** such rules and regulations and any modifications thereto shall first be approved by the ODA and the Council.

8.20 Approval of detailed plans and specifications etc

- 8.20.1 Where under this Part 8 detailed plans and specifications are required to be submitted to the ODA for approval then, unless otherwise agreed by the ODA (in consultation with the Council), such detailed plans and specifications shall accord with the principles set out in the Open Space Strategy and the Design Strategy.
- 8.20.2 Where the Zones 2-7 Developer is required or permitted under this Part 8 to submit detailed plans and specifications, rules and regulations, or details to the ODA for approval, the ODA shall reasonably and diligently consider the same and respond to the Zones 2-7 Developer within 15 Working Days as to whether the detailed plans and specifications, rules and regulations, or details are approved.
- 8.20.3 In the event that the ODA refuses to approve the detailed plans and specifications, rules and regulations or details, then the ODA shall indicate to the Zones 2-7

Developer reasonable modifications which may be required in order to secure approval and the plans, specifications, rules and regulations or details shall be re-submitted until they have been approved.

8.21 Management Plans

The Zones 2-7 Developer may submit one or more management plans to cover the maintenance and management of some or all of the Public Access Areas instead of a single management plan.

8.22 Cherry Park

Not used.

8.23 Zone 1 LAP

Not used.

8.24 Alexandra Park

8.24.1 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Alexandra Park Details to the ODA for approval (such approval to be in consultation with the Council) at the same time as the Reserved Matters details for Alexandra Park (or the phase of the Development within which Alexandra Park is situated) are submitted to the ODA for approval.

8.24.2 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall not Occupy more than 1472 Residential Units in Zones 4 and 5 or, in the event that the Site Wide Housing Strategy is amended after the date of this Agreement, then the Zones 2-7 Developer shall not Occupy more than 40% of the total Residential Units which are permitted to be constructed in Zones 4 and 5 (which total is specified in such amended Site Wide Housing Strategy) unless Alexandra Park has been completed in accordance with the Alexandra Park Details as approved by the ODA (in consultation with the Council) and is open for use by the general public in accordance with paragraph 8.24.4.

8.24.3 Unless otherwise agreed with the ODA (in consultation with the Council), the Zones 2-7 Developer shall submit the Alexandra Park Management Plan to the ODA for approval (such approval to be in consultation with the Council) not less than 6 months prior to the opening of Alexandra Park to the general public in accordance with paragraph 8.24.4.

8.24.4 Unless otherwise agreed with the ODA (in consultation with the Council), upon completion of Alexandra Park the Zones 2-7 Developer shall permit the general public to have continuous access on foot and (in respect of those routes where cycles are permitted) by bicycle, to and over Alexandra Park at all times, free of charge **SUBJECT TO:**

(A) Permitted Closures;

(B) any lawful requirements of the police or any other competent authority;
and

- (C) public rights being in common with the Zones 2-7 Developer, the Zones 2-7 Developer's tenants and occupiers of any part of the Development.
 - 8.24.5 Subject to paragraph 8.24.4 and unless otherwise agreed by the ODA (in consultation with the Council), the Zones 2-7 Developer shall not erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or have the effect of preventing or restricting, pedestrian access into out of or over Alexandra Park.
 - 8.24.6 Following completion of Alexandra Park, the Zones 2-7 Developer shall erect signage on the Development Site indicating the availability of public access to and over Alexandra Park in accordance with details to be approved by the ODA (in consultation with the Council) when approving the Alexandra Park Details, such details to include the timing for the provision of such signage.
 - 8.24.7 The Zones 2-7 Developer shall, at its own expense, manage and maintain Alexandra Park for the life of the Development in accordance with the Alexandra Park Management Plan approved by the ODA (in consultation with the Council).
- 8.25 **Playspace Requirements within the Parks**
- 8.25.1 The Zones 2-7 Developer shall provide the following as a minimum within the Parks:
 - (A) three LEAPs, two of which shall be within Zone 2;
 - (B) one LAP; and
 - (C) one NEAP.

PART 9

TV RECEPTION MITIGATION MEASURES

RECITALS

- (A) It is the practice and policy of the Council when considering potential impacts of major development schemes in the Council's Area to make provision for mitigation measures relating to the potential adverse impact on terrestrial and/or satellite television reception to properties in the vicinity of such development schemes.
- (B) The Council had regard to this policy in the context of the Principal Application and Volume 15 of the Environmental Statement.
- (C) The Development may impact upon the quality of terrestrial and/or satellite television reception in properties situated in the vicinity of the Development.
- (D) The Zones 2-7 Developer has accordingly agreed to the obligations set out in this Part 9 to fund measures to mitigate any interference to terrestrial and/or satellite television reception in the vicinity of the Development proven to result from the Development.

RELEVANT DEFINITIONS

"First Reception Survey" means a survey to be carried out by the Reception Consultant prior to the commencement of works of Development in each Zone to assess the standard of terrestrial (both analogue and digital) and satellite television reception to properties within the Relevant Survey Area.

"Mitigation Measures" means such technological measures as are agreed by the Zones 2-7 Developer and the Council (having regard to the recommendations of the Reception Consultant made in the relevant Second Reception Survey) as being reasonably necessary to restore the quality of terrestrial and/or satellite television reception to an affected property or properties within the Relevant Survey Area to the standard assessed in the relevant First Reception Survey.

"Reception Consultant" means a consultant specialising in matters relating to television reception and approved by the Council.

"Relevant Survey Area" means the areas of potential shadow lying to the north of buildings to be constructed as part of the Development from satellite television transmitters and the terrestrial television transmitter stations at Croydon and Crystal Palace, such areas to be approved by the Council pursuant to paragraph 9.2.

"Second Reception Survey" means a survey to be carried out by the Reception Consultant to assess the impact of works of Development in each Zone on terrestrial and satellite television reception to properties within the Relevant Survey Area and to advise on Mitigation Measures.

9. OPERATIVE PROVISIONS

9.1 Appointment of Reception Consultant

The Zones 2-7 Developer will appoint the Reception Consultant by not later than the date of submission of the Zones 2-7 Developer's first application for the approval of Reserved Matters.

9.2 Survey areas

9.2.1 Within 1 month of the submission of the Zones 2-7 Developer's first application for the approval of Reserved Matters in relation to each of Zones 2-7, the Zones 2-7 Developer will commission the Reception Consultant to produce a plan showing the Relevant Survey Area for the relevant Zone.

9.2.2 The Zones 2-7 Developer will submit each plan showing the Relevant Survey Area for a Zone to the Council for approval (in consultation with the ODA).

9.3 First Reception Survey

9.3.1 The Zones 2-7 Developer will not commence works of Development in any Zone until:

- (A) the plan showing the Relevant Survey Area for that Zone has been submitted to and approved by the Council pursuant to paragraph 9.2; and
- (B) the First Reception Survey has been carried out in relation to that Zone.

9.3.2 The Zones 2-7 Developer will commission the First Reception Survey in relation to each of Zones 2-7 in the joint names of the Council and the Zones 2-7 Developer (but at the Zones 2-7 Developer's sole expense).

9.3.3 The Zones 2-7 Developer will submit a copy of the Reception Consultant's report setting out the results of each First Reception Survey to the ODA and the Council within 5 Working Days of receipt from the Reception Consultant, unless a copy has already been provided to the Council and/or the ODA directly.

9.4 Second Reception Survey

9.4.1 In the event that:

- (A) more than 10 complaints are received by the Zones 2-7 Developer or the ODA or the Council in relation to the Development in any of Zones 2-7 from occupiers of properties in the Relevant Survey Area regarding deterioration in terrestrial and/or satellite television reception; and
- (B) the Reception Consultant considers it reasonable in his opinion (such opinion to be given in writing to the ODA, the Council and the Zones 2-7 Developer), having regard to any previous Second Reception Survey already carried out in relation to that Zone, to carry out a Second Reception Survey as a result of the receipt of those complaints,

then the Zones 2-7 Developer will commission a Second Reception Survey in the joint names of the Council and the Zones 2-7 Developer (but at the Zones 2-7

Developer's sole expense) in relation to that Zone within 1 month of receipt of the Reception Consultant's opinion pursuant to sub-paragraph (B).

- 9.4.2 Regardless of whether or not any Second Reception Survey has been commissioned by the Zones 2-7 Developer pursuant to paragraph 9.4.1, the Zones 2-7 Developer will commission a Second Reception Survey in the joint names of the Council and the Zones 2-7 Developer (but at the Zones 2-7 Developer's sole expense) in relation to each of Zones 2-7 not later than one month following Completion of that Zone.
- 9.4.3 Upon commissioning any Second Reception Survey pursuant to paragraphs 9.4.1 or 9.4.2 the Zones 2-7 Developer will require the Reception Consultant to carry out and complete that Second Reception Survey and submit his report to the Zones 2-7 Developer within 1 month of the date the Second Reception Survey is commissioned.
- 9.4.4 The Zones 2-7 Developer will submit a copy of the Reception Consultant's report setting out the results of each Second Reception Survey to the ODA and the Council within 5 Working Days of receipt from the Reception Consultant, unless a copy has already been provided to the Council and/or the ODA directly.

9.5 TV Reception Payment

- 9.5.1 In the event that the Reception Consultant's report setting out the results of any Second Reception Survey identifies a material deterioration in terrestrial and/or satellite television reception to any property or properties within the Relevant Survey Area since the date of the First Reception Survey, and such deterioration is in the reasonable opinion of the Reception Consultant attributable to the Development in the relevant Zone or part thereof (but not otherwise), the Zones 2-7 Developer will (subject to paragraph 9.5.6) within 10 Working Days following written request from the Council pay to the Council a sum equivalent to the estimated cost of carrying out and completing the Mitigation Measures, such estimated cost to be determined by the Reception Consultant.
- 9.5.2 The Council will apply any sum paid to it by the Zones 2-7 Developer pursuant to paragraph 9.5.1 solely towards the costs of carrying out and completing the Mitigation Measures either:
 - (A) by carrying out and completing the Mitigation Measures itself; or
 - (B) by making payments directly to the owner or occupier of the premises to be the subject of the Mitigation Measures to enable that owner or occupier to carry out and complete or procure the carrying out and completion of the necessary Mitigation Measures.
- 9.5.3 The Council will notify the Zones 2-7 Developer within 5 Working Days of any payment being made pursuant to paragraph 9.5.2(B) of the name of the owner or occupier to whom the payment was made, his address and (if different) the address of the premises to which the payment relates.
- 9.5.4 In the event that the total cost of any Mitigation Measures exceeds or, in the Council's reasonable opinion, will reasonably and properly exceed the amount of the sum paid to it by the Zones 2-7 Developer pursuant to paragraph 9.5.1, the

Council may serve written notice on the Zones 2-7 Developer stating the amount by which such costs exceed or will exceed the amount of such payment and will accompany such written notice with details of how the increased costs have been calculated and within 10 Working Days of receipt of such written notice, the Zones 2-7 Developer will pay to the Council the amount of such excess and the Council will apply such sum in accordance with paragraph 9.5.2.

9.5.5 The Council may serve more than one written notice on the Zones 2-7 Developer pursuant to paragraph 9.5.4.

9.5.6 The Zones 2-7 Developer cannot be required to pay to the Council more than **£175,000** (Indexed) as a result of written requests received from the Council pursuant to paragraph 9.5.1 or written notices served by the Council pursuant to paragraph 9.5.4.

9.6 **Reception Consultant**

The Zones 2-7 Developer will use its Reasonable Endeavours to ensure that the same Reception Consultant is employed to carry out the First Reception Survey and any Second Reception Survey.

PART 10
EMPLOYMENT AND TRAINING

RECITALS

- (A) The Stratford City Development is forecast to create up to 35,000 new jobs.
- (B) It is the Zones 2-7 Developer's and the ODA's and the Council's objective to ensure that local businesses have an opportunity to benefit from business opportunities presented by the Development and that local residents within its area have an opportunity to access jobs at all levels in the Development from entry level to senior management and to monitor the progress of the employment and training provisions.
- (C) The primary purpose of this Part 10 is to ensure that initiatives and pathways are established to deliver the objectives stated in recital (B).
- (D) The Zones 2-7 Developer shall seek to achieve the objectives stated above by working in partnership with the ODA and the Council and local employment agencies, employers, contractors and training providers, to maximise the employment and training benefits from the proposed Development.
- (E) Significant public and private sector funding resources are, and will continue to be, available to support the objectives of this strategy and the Zones 2-7 Developer and the Council shall seek to use any financial contributions to lever in other sources of funding to implement the Jobs and Business Strategy.
- (F) The Zones 2-7 Developer has accordingly agreed to the obligations set out in this Part 10.

RELEVANT DEFINITIONS

"Business Support and Development Contribution" means the sum of **£280,000** (Indexed) to be paid in accordance with paragraph 10.9.3.

"Construction Training and Recruitment Contribution" means the sum of **£679,000** (Indexed) paid to the Council in accordance with paragraph 10.3.1 to support construction training and education activities identified by the Council and agreed by the Zones 2-7 Developer in line with the Jobs and Business Strategy and including, if appropriate, improving or extending facilities for training.

"Enterprise and Employment Partnership Board" means the body of that name being the group established by the Newham Local Strategic Partnership to focus on and deliver improvements in training, employment and business support.

"Interim Jobs Brokerage Office" means premises to be provided by the Zone 1 Developer pursuant to the Zone 1 Agreement providing an area of not less than **80 square metres** from which to operate the Interim Jobs Brokerage Scheme and incorporating at least three interview rooms, a waiting area, a rest room, a kitchenette and toilet facilities including toilet facilities for members of the public visiting the Interim Jobs Brokerage Office.

"Interim Jobs Brokerage Scheme" means a temporary scheme to ensure that jobs are advertised locally and to provide a centralised exchange to bring job-seekers and

employers based at the Stratford City Site together and to be operated during the construction phase of the Stratford City Development.

"Jobs and Business Strategy" means a strategy or strategies which shall set out initiatives to provide education and/or training opportunities and employment advice or programmes for local residents to enable them to obtain knowledge, skill, experience, confidence and the opportunity to gain employment in jobs (both construction and end-use) related to the Stratford City Development together with their proposed cost and targets for monitoring their effectiveness and including the jobs and business strategy in relation to the construction phase of the Stratford City Development submitted by the Zone 1 Developer and approved by the Council on 27 July 2007.

"Newham Local Strategic Partnership" means the non-statutory / non-executive organisation of that name which brings together members of the public, private, community and voluntary sectors to tackle key issues in the Council's Area, such as crime, jobs, education, health and housing.

"Office Marketing Strategy" means the detailed strategy to establish the Stratford City Development as a major new business destination with the objective of ensuring that the office component of the Stratford City Development is delivered and that the Stratford City Development is established as a thriving office location, such strategy to be prepared by the Zone 1 Developer and approved by the ODA in accordance with the Zone 1 Agreement.

"Permanent Jobs Brokerage Scheme" means the permanent scheme to ensure that jobs are advertised locally and to provide a centralised exchange to bring job-seekers and employers based at the Stratford City Development together.

"Primary Target Area" means the Council's Area and the administrative areas of the Adjoining Boroughs.

"Project Manager" means a person or persons employed by the Council to co-ordinate the operation of the Interim and Permanent Jobs Brokerage Schemes and the Zones 2-7 Jobs Brokerage Service and liaise with employers and training providers.

"Secondary Target Area" means the area covered by the Primary Target Area together with the London Boroughs of Greenwich, Barking and Dagenham, Havering, Lewisham, Bexley, Redbridge and the Corporation of London.

"Zones 2-7 Jobs Brokerage Facility" means an area or areas that in total are not less than **250 square metres** to be provided on the Development Site within the main contractor's induction area, easily accessible and provided in accordance with paragraph 10.3.3.

"Zones 2-7 Jobs Brokerage Service" means a job brokerage service and training provision (including office and interviewing space, facilities for assessment and meetings and space) to be located within the Zones 2-7 Jobs Brokerage Facility and to provide (inter alia) for trainees and students to be trained as part of training partnerships involving contractors and training providers in line with the actions set out in the Jobs and Business Strategy such job brokerage service and training provision to be provided at the Zones 2-7 Developer's expenses and to be additional to although have links with the Interim Jobs Brokerage Office and further to act as a satellite service to the Interim Jobs Brokerage Scheme.

10. OPERATIVE PROVISIONS

10.1 Summary of contributions

The Zones 2-7 Developer is committing **£2,909,000** (Indexed) towards employment and training provision and other provisions provided in this Part 10 as summarised in the table contained in paragraph 10.15.

10.2 Jobs and Business Strategy

10.2.1 Not used.

10.2.2 Not used.

10.2.3 Not used.

10.2.4 Following liaison with the Zone 1 Developer (as to which the Zones 2-7 Developer will provide written confirmation at the time of submission), the Zones 2-7 Developer shall submit the Jobs and Business Strategy in respect of the end use of the Development to the Council by the date of submission of any application for the approval for Reserved Matters of any commercial floorspace in Zone 2 or Zone 4 (whichever is the earlier) and the Council shall provide a copy of such approved Jobs and Business Strategy to the ODA within 15 Working Days of granting such approval.

10.2.5 As part of the Jobs and Business Strategy in order to assist local people to secure employment the Zones 2-7 Developer and the Council will work together to develop strategies to improve training and employment opportunities and initiatives for the Council's Area and the Adjoining Boroughs in jobs related to the Development, including:

- (A) a Stratford contract, setting out methods of recruitment, early warnings, interviews, employment and training, brokerage, co-ordination and signposting and working with schools; and
- (B) a Stratford charter, setting out routes to employment at the Development through direct access to employment opportunities created by the Development and addressing wider barriers to employment,

in each case in relation to both the construction phase and the end use of the Development.

10.2.6 In complying with paragraph 10.2.5, the Zones 2-7 Developer and the Council agree to invite the ODA to attend all relevant meetings in relation to the development of strategies to improve training and employment opportunities and initiatives.

10.2.7 The Zones 2-7 Developer shall use Reasonable Endeavours to ensure contractors, occupiers, tenants and consultants working at the Development, assist in the implementation of the Jobs and Business Strategy and meeting the targets set out in paragraphs 10.4.1 and 10.7 below including attending regular forums and developing a close working relationship with the job brokerage service and for these purposes the use of Reasonable Endeavours shall extend to seeking to obtain a requirement in any contract or lease requiring the said contractors,

occupiers, tenants and consultants to attend regular forums of the Zones 2-7 Jobs Brokerage Service.

- 10.2.8 The Zones 2-7 Developer and the Council shall review the Jobs and Business Strategy in relation to Zones 2-7 on an annual basis and discuss progress towards achieving the employment targets referred to in paragraphs 10.4.1 and 10.7.
- 10.2.9 Within 20 Working Days following the review of the Jobs and Business Strategy pursuant to paragraph 10.2.8, the Zones 2-7 Developer and the Council shall agree a written report summarising the outcome of the review and shall forward a copy of the agreed written report to the ODA.
- 10.2.10 Quarterly until the expiry of 10 years from Occupation of any part of the retail and leisure floorspace (in respect of jobs in retail and leisure) and until the expiry of 10 years from Occupation of 60% of the commercial floorspace (in respect of jobs in commercial areas) on the Development Site the Zones 2-7 Developer shall seek to obtain and present monitoring information from contractors, agents and tenants on the delivery of the Jobs and Business Strategy to the Council and the ODA. Such information shall include social and demographic information in respect of employees working at the Development including:
- (A) full postcode;
 - (B) gender;
 - (C) age group (16-25; 26-35; 36-45; 46-55; and over 55);
 - (D) job title;
 - (E) full- or part-time;
 - (F) ethnicity (using census categories);
 - (G) disability; and
 - (H) previous employment status (unemployed or employed),

PROVIDED THAT the information required to be provided under this paragraph 10.2.10 is requested from employees in accordance with data protection requirements and in such a way that the employee is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the employee the ability to agree or refuse to agree to the information being disclosed.

10.3 Construction training and recruitment

- 10.3.1 The Zones 2-7 Developer shall pay the Construction Training and Recruitment Contribution to the Council as follows:
- (A) not used;
 - (B) not used;
 - (C) not used;
 - (D) not used;

(E) **£75,000** (Indexed) per year for 8 years on each anniversary of the Implementation Date; and

(F) **£79,000** (Indexed) on the ninth anniversary of the Implementation Date.

10.3.2 Not used.

10.3.3 Prior to the Zones 2-7 Commencement Date, the Zones 2 -7 Developer shall provide the Zones 2-7 Jobs Brokerage Facility (including undertaking any necessary capital works) to be made available to the Zones 2-7 Jobs Brokerage Service and to ensure adequate training facilities, allow opportunities to showcase the work of the Interim Jobs Brokerage Scheme and for engagement with contractors across the Stratford City Development.

10.3.4 The Zones 2-7 Developer shall permit training assessors access to the Development Site on reasonable prior written notice in order to assess work based learning.

10.4 **Construction Jobs Target**

10.4.1 The Zones 2-7 Developer shall use Reasonable Endeavours to meet the following targets in respect of the construction jobs identified in the table below over a 10 year period following the Zones 2-7 Commencement Date:

Construction jobs in addition to apprenticeships and improvers	1,120 from the Secondary Target Area of which 280 shall be from the London Borough of Newham
Construction apprenticeships and improvers	a total of 560 from the Primary Target Area, of which 280 shall be apprenticeships with employed status and studying to NVQ or equivalent and of these, at least 112 shall be from the Council's Area; 280 shall be employed status improvers (not working towards a qualification) and of these, at least 140 shall be from the Council's Area; the majority of apprentices and improvers shall be recruited in the first 8 years

and for the purposes of this paragraph the use of Reasonable Endeavours shall extend to seeking to obtain a requirement in any contract requiring contractors to use Reasonable Endeavours to meet the job targets specified in this paragraph.

10.4.2 Not used.

10.5 **Interim Jobs Brokerage Scheme**

10.5.1 Not used.

10.5.2 Not used.

10.5.3 Not used.

10.5.4 Not used.

10.5.5 Not used.

10.5.6 The Zones 2-7 Developer shall pay to the Council **£80,000** (Indexed) towards the running costs of the Interim Jobs Brokerage Scheme on the first anniversary of the date of payment by the Zone 1 Developer pursuant to paragraph 10.5.6 of Schedule 1 to the Zone 1 Agreement with two subsequent payments of **£80,000** (Indexed) and **£60,000** (Indexed) respectively to be made on the second and fourth anniversary of such first payment **PROVIDED THAT** if on the Opening Date the Zones 2-7 Developer has not paid all of the sums due under this paragraph 10.5.6, the Zones 2-7 Developer shall pay any remaining sums to the Council for the Council to expend on the running costs of the Permanent Jobs Brokerage Scheme.

10.6 **Employment Enterprise and Learning Contribution**

10.6.1 Not used.

10.6.2 Not used.

10.7 **End User Job Targets**

The Zones 2-7 Developer shall use Reasonable Endeavours to meet the following targets in respect of retail, commercial and leisure jobs identified in the table below over a 10 year period following Occupation of any part of the retail or leisure floorspace on the Development Site in respect of jobs in retail and leisure; and Occupation of 60% of the commercial floorspace in respect of jobs in commercial areas in the Development Site:

Retail and Leisure	260 from the Primary Target Area of which 185 from the London Borough of Newham
Commercial	6,160 from the Primary Target Area of which 3,080 shall be from the London Borough of Newham at NVQ level 2 or above

and for the purposes of this paragraph 10.7 the use of Reasonable Endeavours shall extend to seeking to obtain a requirement in any lease requiring tenants and occupiers to use Reasonable Endeavours to meet the jobs targets specified in this paragraph.

10.8 **End User Employment Training and Project Manager**

10.8.1 Not used.

10.8.2 Not used.

10.8.3 The Zones 2-7 Developer shall pay to the Council four instalments of **£100,000** (Indexed) on the first, second, third and fourth anniversaries of the date of payment under paragraph 10.8.1 of Schedule 1 to the Zone 1 Agreement, making a total contribution by the Zones 2-7 Developer of **£400,000** (Indexed) to be applied by the Council towards end-user employment training activities.

10.8.4 Not used.

10.8.5 Not used.

- 10.8.6 The Zones 2-7 Developer shall pay to the Council four instalments of **£50,000** (Indexed) on the first, second, third and fourth anniversaries of the date of payment under paragraph 10.8.4 of Schedule 1 to the Zone 1 Agreement, making a total contribution by the Zones 2-7 Developer of **£200,000** (Indexed) to be applied by the Council towards the continued employment of the Project Manager.
- 10.8.7 The Project Manager shall be employed by the Council for a minimum of 5 years from the date of appointment and shall provide reports to the Council on the matters within his/her remit. The person specification, job description and recruitment method for the Project Manager shall be reviewed by the Council, the Zones 2-7 Developer and the Zone 1 Developer, and agreed by the Council by no later than the date of approval by the ODA of the Zonal Masterplan for Zone 1.

10.9 Business support and development

- 10.9.1 Not used.
- 10.9.2 Not used.
- 10.9.3 The Zones 2-7 Developer shall pay two instalments of **£140,000** (Indexed) to the Council to be paid on the first and third anniversaries of the date of payment under paragraph 10.9.1 of Schedule 1 to the Zone 1 Agreement, making a total contribution by the Zones 2-7 Developer of **£280,000** (Indexed).
- 10.9.4 The Zones 2-7 Developer shall use Reasonable Endeavours to ensure that local businesses benefit directly from the opportunities arising from the construction of the Development such measures to include:
- (A) upon the Zones 2-7 Commencement Date and at 6 monthly intervals thereafter, the provision of a list by the Zones 2-7 Developer to the Council containing details of the gross composite value and proportion of the total value of all contracts between the Zones 2-7 Developer and its contractors with companies based in the Primary and Secondary Target Areas and including the names of businesses to which contracts have been let and the location of such businesses (but not the individual value attributable to each contract);
 - (B) upon the Zones 2-7 Commencement Date and at 6 monthly intervals thereafter, the provision by the Zones 2-7 Developer to the Council of a schedule identifying opportunities existing or anticipated to exist at the Development Site for contracted and sub-contracted work;
 - (C) following the Zones 2-7 Commencement Date, frequent liaison by the Zones 2-7 Developer and its contractors with the Council's Business Development Team, Members of the Newham Business Network and Business Link; and
 - (D) advertising construction and other contracts associated with the Development and its end use (including leases of floorspace available) in the local area and the local press and on the internet.

10.10 Small Business Space

Not used.

10.11 Skills Development and Education

Not used.

10.12 Practical Training

10.12.1 The Zones 2-7 Developer will on completion of this Agreement pay to the Council the sum of **£80,000**, such sum to be applied by the Council towards the provision of practical training in construction related activities (which may include the provision of land upon which such training is to take place) for the purpose of enabling residents within the Council's Area to access construction related opportunities at the Stratford City Development.

10.12.2 The Council shall, prior to applying any part of the contribution payable pursuant to paragraph 10.12.1, consult with the Zones 2-7 Developer and the ODA in relation to the activities, measures or initiatives towards which any part of the contribution is proposed to be applied.

10.12.3 In the event that the Council has not applied all or any part of the contribution payable pursuant to paragraph 10.12.1 within 4 years of the completion of this Agreement, the Council shall pay the contribution or any such sums remaining to the ODA and the ODA shall then be responsible for applying those sums towards any activities, measures or initiatives as set out in paragraph 10.12.1.

10.13 Office Marketing Strategy

10.13.1 Not used.

10.13.2 Not used.

10.13.3 Not used.

10.13.4 Within 1 month of the date of submission of any application for the approval of Reserved Matters of any commercial floorspace in Zone 2 or Zone 4 (whichever is the earlier), the Zones 2-7 Developer shall implement and continue to implement the Office Marketing Strategy in relation to the Development Site until the end of the period of 5 years following completion of the whole of the office element of the Development.

10.13.5 The Office Marketing Strategy in so far as it relates to the Development Site shall be reviewed annually by the Zones 2-7 Developer commencing with the date of the implementation of the Office Marketing Strategy in respect of and as it relates to the Development Site pursuant to paragraph 10.13.4 until the end of the period of 5 years referred to in paragraph 10.13.4.

10.13.6 The Zones 2-7 Developer shall carry out and complete each annual review of the Office Marketing Strategy in respect of and as it relates to the Development Site pursuant to paragraph 10.13.5 within 1 month of the end of the relevant 12 month period and the results of such review shall be reported in writing to the ODA and the Council within 15 Working Days thereafter.

10.13.7 Within 1 month of submission of the report to the ODA and the Council pursuant to paragraph 10.13.6 above the ODA and the Council and the Zones 2-7 Developer shall meet to discuss the findings of the annual review and the Zones

2-7 Developer shall within such period as may be agreed, implement any changes to the Office Marketing Strategy in respect of the Development Site as may be agreed between the ODA (in consultation with the Council) and the Zones 2-7 Developer.

- 10.13.8 The maximum cost to the Zones 2-7 Developer pursuant to this paragraph 10.13 shall be **£1,050,000** (Indexed).

10.14 Miscellaneous

- 10.14.1 The amounts attributable towards the various items of expenditure under this Part 10 may be varied as determined by the ODA and the Council in consultation with the Zones 2-7 Developer so that an amount allocated to one item of expenditure or part of such amount might be applied to another item of expenditure under this Part 10 **PROVIDED THAT** such arrangements shall not reduce or increase the Zones 2-7 Developer's total financial liability pursuant to this Part 10.
- 10.14.2 The Zones 2-7 Developer and the Council shall work together to secure match-funding contributions wherever possible.
- 10.14.3 Before expending any part of the financial contributions received from the Zones 2-7 Developer under paragraphs 10.3.1, 10.8.3, and 10.9.3, the Council will consult with the Zones 2-7 Developer and the Enterprise and Employment Partnership Board on the intended allocation of such sums, in particular, with a view to maximising opportunities to lever in match funding and to co-ordinate such expenditure with other initiatives.

10.15 Summary of contributions

The following table summarises the total contribution payable under this Part 10 for reference purposes only and has no legal binding effect:

Construction training and recruitment	Total £679,000 (Indexed)
Interim jobs brokerage	Total £220,000 (Indexed)
End user training and project manager	Total £600,000 (Indexed) £400,000 end user training £200,000 project manager
Business support & development	£280,000 (Indexed)
Practical Training Land	£80,000
Office marketing strategy	Total £1,050,000 (Indexed)
TOTAL	£2,909,000 (Indexed)

PART 11

TOWN CENTRE INTEGRATION

RECITALS

- (A) The London Plan endorses the approach taken in Principal Application 2 and Principal Application 3 with respect to unifying the Stratford City Site with Stratford town centre, emphasising that close integration of the Stratford City Development and rejuvenation of the Existing Town Centre, including physical links connecting the two, is considered to be crucial to the establishment of the Stratford City Site as a new metropolitan town centre for East London.
- (B) Principal Application 2 and Principal Application 3 place a priority on both (a) establishing and maintaining a comprehensive strategy for the unified management of the Stratford City Development as it is progressively built and occupied, and in ensuring a satisfactory relationship is maintained between construction activity and completed development, all in accordance with best prevailing development practice, and (b) achieving the construction and maintenance of a major physical link between the Stratford City Development and the Existing Town Centre by the construction of infrastructure as identified in the Integration Report prepared by GVA Grimley and Urban Initiatives and submitted in support of the Principal Application.
- (C) The Zonal Masterplan Specification contained in Annex B to the Third Planning Permission requires the Zonal Masterplan for Zone 1 to show that a level of integration at least as effective as the Stratford City illustrative masterplan will be delivered.
- (D) Parameter Plan 10 shows the location for the creation of a Town Centre Link to facilitate pedestrian movement between the Stratford City Development and Meridian Square and further illustrative design work has been undertaken in the Design Strategy Study Updates submitted to the Council in June 2004.
- (E) To secure the integration objectives referred to in Part 11 of the Zone 1 Agreement, the Zone 1 Developer has agreed to construct the Town Centre Link before opening any retail or leisure floorspace in Zone 1 (except at Angel Lane) for trade with the public.

RELEVANT DEFINITIONS

"**Meridian Square**" means the area of land adjacent to Stratford Regional Station, identified on **Parameter Plan 10** as *Vertical Transfer Zone, Public Space*.

"**Town Centre Link**" means a pedestrian bridge link between Zone 1 and Meridian Square in the location identified on **Parameter Plan 10**.

11. OPERATIVE PROVISIONS

11.1 Town Centre Link

11.1.1 Not used.

11.1.2 Not used.

11.1.3 Not used.

- 11.1.4 Not used.
 - 11.1.5 Not used.
 - 11.1.6 Not used.
 - 11.1.7 Prior to the first Occupation of each of Zones 2, 3, 4, 5 and 6, the Zones 2-7 Developer will erect suitable signage in those Zones indicating the availability of public access to and over the Town Centre Link, such signage to be in accordance with signage details approved by the ODA and the Council.
- 11.2 **Connectivity**
- Not used.
- 11.3 **Securing rights and consents**
- Not used.
- 11.4 **Chobham Farm**
- Not used.
- 11.5 **Stratford Renaissance Partnership**
- Not used.

PART 12

ENVIRONMENT AND SUSTAINABILITY

RECITALS

- (A) The Zones 2-7 Developer recognises the importance of creating a sustainable development at the Stratford City Development by achieving a high environmental quality and enabling the Development (and users of the Development) to minimise usage of natural resources.
- (B) Guiding principles in respect of the matters referred to in Recital (A) are set out in the Environmental Sustainability Framework, which will inform the preparation of the Sustainable Design Manual. The Zones 2-7 Developer is also committed to undertaking further studies to develop objectives, targets and detailed design guidelines for the Development.
- (C) Environmental objectives and targets may have significant commercial implications for the Development. The Zones 2-7 Developer has established an Environmental Review Panel to provide advice to the ODA and the Council in relation to the Zones 2-7 Developer's identified objectives and targets for environmental sustainability in the context of the economic viability of the Development as a whole.
- (D) The Zones 2-7 Developer has accordingly agreed to the environmental and sustainability obligations contained in this Part 12.

RELEVANT DEFINITIONS

"CCHP Plant" means the proposed off-site combined cooling heating and power plant to be located at King's Yard.

"Concerto Funding" means funding resulting from a successful bid to the European Commission's Directorate General for Energy and Transport for funding under the European Union's Sixth Research Framework Programme or any programme replacing or superseding the same for proposals that aim to achieve integrated demonstration and dissemination actions which involve the real-scale application of new, renewable and efficient energy technologies in an EU context.

"ECON 19" means *Energy Consumption Guide 19 – Energy use in offices* published in December 2000 as part of the Government's Energy Efficiency Best Practice programme.

"Environmental Review Panel" means the panel established and operated prior to the date of this Agreement pursuant to the obligations in Part 12 of Schedule 1 to the Original Agreement and Part 12 of Schedule 1 to the Revised Section 106 Agreement and to be operated with effect from the date of this Agreement in accordance with the ERP Operating Procedures.

"Environmental Sustainability Framework" means the document of that name submitted to the Council by the Zone 1 Developer with the Principal Application.

"ERP Operating Procedures" means the operating procedures for the Environmental Review Panel set out in **Annexure 26**.

"Exemplar Building" means a building having the following minimum specification for its design:

- (a) 10% of the building's predicted heat and power needs to be generated from locally generated Renewable Energy either on- or off-site; and
- (b) carbon emissions from the use of the building will be 40% lower than required by the building regulations in force at the time of its construction, subject to it being possible to connect the building to a district heating system.

"Northern District Energy Systems" means such district heating systems as may be connected to the CCHP Plant or such other combined cooling and heating power plant as may be agreed with the ODA to serve Development lying north of the HS1 Box.

"Renewable Energy" shall have the same meaning as the definition set out in Annex 1 of *Green light to clean power: The Mayor's Energy Strategy* published by the Mayor of London in February 2004.

"Renewable Energy Fund" means up to **£1,820,000** (Indexed) to be applied by the Zones 2-7 Developer in accordance with paragraph 12.8.

"Street Infrastructure" means street lighting and signage infrastructure and any other infrastructure in the public realm that is not otherwise physically attached to a building and which requires an electricity supply independent from that of any building at the Development.

"Sustainable Energy Partnership" means a partnership or other contractual arrangement with one or more specialist energy delivery or operating companies which will operate as the Energy Service Company for the Development Site with the principal objective of delivering the CCHP Plant or such other combined cooling and heating plant as may be agreed with the ODA.

12. OPERATIVE PROVISIONS

12.1 Compliance with ERP Operating Procedures

The Zones 2-7 Developer, the ODA and the Council will operate the Environmental Review Panel in accordance with the ERP Operating Procedures and each of the parties to this Agreement will comply with the obligations on their part specified therein.

12.2 Highway Works Applications

The obligations set out in this Part 12 will not apply to environmental issues in relation to the Highway Works Applications.

12.3 Developer's maximum liability

Subject to clause 9.21.1, the Zones 2-7 Developer cannot be required to spend more than **£125,000** (Indexed) pursuant to paragraph 12.1.

12.4 Translocation of lizards

12.4.1 The Zones 2-7 Developer will not commence any works pursuant to the Playing Fields Consent on land identified in Volume 4 of the Environmental Statement as inhabited by lizards protected under the Wildlife and Countryside Act 1981 or The Conservation (Natural Habitats, &c.) Regulations 1994 until the Zones 2-7 Developer has:

- (A) submitted to the ODA and the ODA has approved details of the receptor sites for the translocation of the protected lizards currently present on the land that is the subject of the Playing Fields Application and a programme for the translocation of such lizards; and
 - (B) obtained all such rights, consents and approvals as may be necessary to relocate such lizards to the approved receptor sites and evidence of such rights, consents and approvals has been provided to the reasonable satisfaction of the ODA.
- 12.4.2 The Zones 2-7 Developer will relocate the lizards in accordance with the programme for their translocation approved by the ODA pursuant to paragraph 12.4.1(A).

12.5 Sustainable energy

- 12.5.1 The Zones 2-7 Developer will not commence any works pursuant to the Third Planning Permission until the Sustainable Energy Partnership has been established.
- 12.5.2 The Zones 2-7 Developer will procure that the terms of the Sustainable Energy Partnership require the promotion of sustainable energy strategies for all energy related activities at the Development through the promotion of energy efficiency, efficiency of energy supply and Renewable Energy.
- 12.5.3 The Zones 2-7 Developer will procure that, wherever practicable, the Sustainable Energy Partnership will seek to align its commercial objectives with carbon emissions reductions.
- 12.5.4 As soon as reasonably practicable after the Sustainable Energy Partnership has been established, the Zones 2-7 Developer will provide details to the ODA and the Council of the Sustainable Energy Partnership including details of membership and the written aims and objectives of the Sustainable Energy Partnership.

12.6 CCHP Plant and Northern District Energy Systems

- 12.6.1 The Zones 2-7 Developer will use all Reasonable Endeavours (including competitive pricing) to ensure:
- (A) a minimum of 75% of the electrical power requirements of the Development are met by the CCHP Plant or such other combined cooling and heating power plant as may be agreed with the ODA; and
 - (B) all buildings constructed within Zone 2 are connected to the district heating infrastructure associated with the CCHP Plant or such other combined cooling and heating power plant as may be agreed with the ODA.
- 12.6.2 The Zones 2-7 Developer will procure that the Northern District Energy Systems or such other district energy systems as may be agreed with the ODA will be provided to serve Development lying north of the CTRL Box.

- 12.6.3 The Zones 2-7 Developer will use all Reasonable Endeavours to connect all buildings constructed within Zones 3, 4, 5 and 6 to the Northern District Energy Systems or such other district energy systems as may be agreed with the ODA.

12.7 Carbon emissions

- 12.7.1 The Zones 2-7 Developer will use all Reasonable Endeavours through the use of district energy systems, Renewable Energy and energy efficiency to procure a 15% reduction in carbon emissions from a baseline of the benchmarks for typical energy consumption given in ECON 19 or equivalent energy consumption at the time of connecting the relevant part of the Development.
- 12.7.2 Each building to be constructed at the Development will be designed and constructed so that carbon emissions from the building will be at least 10% lower than required by the building regulations in force at the time of its design and construction respectively, in addition to any reduction in carbon emissions achieved pursuant to paragraph 12.7.1.
- 12.7.3 The Zones 2-7 Developer will work with and will procure that the Sustainable Energy Partnership will work with the ODA, the Council and the GLA to seek to reduce carbon emissions from the Development taking advantage of, for example, the refurbishment of buildings and replacement of plant in an effort to achieve:
- (A) a 50% reduction in carbon emissions against ECON 19 by 2020 or, if earlier, the twelfth anniversary of the Implementation Date; and
 - (B) an 80% reduction in carbon emissions against ECON 19 by 2050 or, if earlier, the forty-fifth anniversary of the Implementation Date.

12.8 Renewable Energy

- 12.8.1 The Zones 2-7 Developer will use all Reasonable Endeavours to resource a minimum of 2% of the energy requirements of the Development from locally generated Renewable Energy either on- or off-site (including any Exemplar Buildings).
- 12.8.2 The Zones 2-7 Developer will apply the Renewable Energy Fund for the purpose of Renewable Energy generation at the Development or in the vicinity of the Development Site.
- 12.8.3 Not later than three months following completion of this Agreement the Zones 2-7 Developer will submit to the Environmental Review Panel for its consideration a strategy for the use of the Renewable Energy Fund (such strategy to include a process for expenditure of funds on specific projects), to include (but not be limited to) proposals for the use of Renewable Energy to power Street Infrastructure at the Development unless alternative means to deliver a higher level of Renewable Energy of equivalent cost are identified by the Zones 2-7 Developer.
- 12.8.4 Within 10 Working Days of consideration of the strategy for the use of the Renewable Energy Fund by the Environmental Review Panel pursuant to paragraph 12.8.3, the Zones 2-7 Developer will submit such strategy to the ODA for its approval.

- 12.8.5 The Zones 2-7 Developer will apply 25% of the Renewable Energy Fund to projects in accordance with the strategy approved by the ODA or to such other projects as may be approved by the ODA in consultation with the Environmental Review Panel (until such time as it ceases to exist) not later than the date 2 years after first Occupation of 25% of the approved floorspace in each of Zones 2, 4 and 5.
- 12.8.6 The Renewable Energy Fund may be used:
- (A) as capital or seed funding for specific Renewable Energy ventures at the Development or in the vicinity of the Development Site;
 - (B) for the direct provision of Renewable Energy to buildings (including Exemplar Buildings) or infrastructure at the Development; and/or
 - (C) such other purposes as may from time to time be agreed with the ODA.
- 12.8.7 The Zones 2-7 Developer will use all Reasonable Endeavours (and the Council will assist the Zones 2-7 Developer) to use the Renewable Energy Fund to leverage additional grant funding for the purpose of Renewable Energy generation at the Development or in the vicinity of the Development Site.
- 12.8.8 On the first anniversary of the date of first Occupation of any of the approved floorspace within Zones 2, 4 and 5 and on each anniversary thereafter until the Renewable Energy Fund has been spent in full, the Zones 2-7 Developer will submit a written report to the ODA detailing the sums applied from or paid out of the Renewable Energy Fund and the matters or projects towards which sums have been applied or paid.

12.9 Exemplar Buildings

- 12.9.1 The Zones 2-7 Developer will construct at the Development either:
- (A) an Exemplar Building having floorspace of not less than 4,000 square metres; or
 - (B) two Exemplar Buildings each having floorspace of not less than 2,000 square metres,
- and may draw upon the Renewable Energy Fund to facilitate the delivery of any such Exemplar Building.
- 12.9.2 Not used.
- 12.9.3 The Zones 2-7 Developer will work with the Council and the ODA with the objective of ensuring that the education campus to be provided within Zone 6 is an Exemplar Building.

12.10 Matched/Supported Funding

- 12.10.1 To the extent that it is available, the Zones 2-7 Developer will apply for (and the Council will assist the Zones 2-7 Developer to secure) and use Reasonable Endeavours to secure match funding including Concerto Funding for all Renewable Energy and other energy efficiency measures proposed at the

Development **PROVIDED THAT** the Council's obligation to assist the Zones 2-7 Developer to secure such funding shall not extend to incurring costs other than internal staff and administration costs.

- 12.10.2 Within 10 Working Days of receipt of any match funding pursuant to paragraph 12.10.1, the Zones 2-7 Developer will provide written details, including the terms and conditions, of such match funding to the ODA and to the Council.

12.11 Environmental Management System

- 12.11.1 The Zones 2-7 Developer will operate a comprehensive environmental management system for activities over which it has responsibility at the Development.

- 12.11.2 The Zones 2-7 Developer will apply for and secure accreditation for the environmental management system by not later than the first anniversary of the Opening Date and will thereafter maintain the environmental management system in accordance with ISO14001 / BS7750.

- 12.11.3 The Zones 2-7 Developer will, through the environmental management system, provide monitoring information in relation to the Development to the ODA on an annual basis with respect to:

- (A) energy consumption;
- (B) air quality;
- (C) waste generation and recycling;
- (D) water use;
- (E) biodiversity; and
- (F) percentage of energy requirements resourced from Renewable Energy,

the first such monitoring information to be provided on the second anniversary of the Opening Date and on each anniversary thereafter.

PART 13

ACCESS

RECITALS

- (A) The Zones 2-7 Developer is committed to inclusive design in its proposals for the Development, which will be planned and designed to meet the diverse needs of people of all ages and with a variety of physical and sensory impairments.
- (B) The Zones 2-7 Developer is also committed to the principles of Lifetime Homes Standards and the requirements of the Disability Discrimination Act 1995.
- (C) The Zones 2-7 Developer has commissioned an access consultant to act as an independent adviser to ensure that access issues are properly considered and resolved to an appropriate level of detail at each step of planning, design, construction and operation of the Development.
- (D) A Consultative Access Group has been established to take forward these matters in accordance with the provisions of this Part 13.

RELEVANT DEFINITIONS

"Access Consultant" means the access consultant appointed from time to time by the Zones 2-7 Developer pursuant to paragraph 13.9.

"Access Statement" means the access statement dated 13 August 2004 and agreed by the Council, a copy of which is attached to this Agreement as **Annexure 9**, including such amendments thereto as may be approved by the ODA from time to time.

"Adapted Wheelchair Housing Units" means housing for use by wheelchair users constructed to a standard for which equivalent funding would be available from the HCA or other grant funded bodies from time to time.

"Consultative Access Group" means the group established and operated prior to the date of this Agreement pursuant to the obligations in Part 13 of Schedule 1 to the Original Agreement and Part 13 of Schedule 1 to the Revised Section 106 Agreement and to be operated with effect from the date of this Agreement in accordance with the CAG Operating Procedures.

"CAG Operating Procedures" means the operating procedures for the Consultative Access Group set out in **Annexure 27**.

"HCA" shall have the meaning defined in Part 4.

"Intermediate Units" shall have the meaning defined in Part 4.

"Lifetime Homes Standards" means the Lifetime Homes standards set out in *Meeting Part M and designing Lifetime Homes* published by the Joseph Rowntree Foundation in 1999.

"Lift Maintenance and Service Strategy" means a strategy setting out as a minimum: the proposed standards of lift maintenance, details of the availability and call out times for on site maintenance personnel, the notice to be given to wheelchair users in the event of the

closure of any of the lifts and the possible alternative arrangements to be made available for wheelchair users during the servicing and closure of any lifts.

"Market Housing Units" shall have the meaning defined in Part 4.

"Townhouse" means a multi-level residential unit constructed at ground level.

"Wheelchair Housing Units" means housing that is capable of adaptation for use by wheelchair users in accordance with the Wheelchair Housing Design Standards 1997 published by the National Wheelchair Housing Association Group.

13. OPERATIVE PROVISIONS

13.1 Compliance with CAG Operating Procedures

The Zones 2-7 Developer, the ODA and the Council will operate the Consultative Access Group in accordance with the CAG Operating Procedures and each of the parties to this Agreement will comply with the obligations on their part specified therein.

13.2 Highway Works Applications

The obligations set out in this Part 13 will not apply to access issues in relation to the Highway Works Applications.

13.3 Developer's maximum liability

13.3.1 Subject to clause 9.21.1, the Zones 2-7 Developer cannot be required to spend more than **£125,000** (Indexed) pursuant to paragraph 13.1.

13.3.2 In the event that the Zone 1 Developer and the Zones 2-7 Developer and the ODA agree that the Consultative Access Group should continue after the date referred to in paragraph 2.1 of the CAG Operating Procedures, the Zones 2-7 Developer will not be required to fund the Consultative Access Group save to the extent that there are any funds remaining from the **£125,000** (Indexed) financial limit specified in paragraph 13.3.1.

13.4 Compliance with access requirements

In addition to the specific requirements in this Agreement and the Third Planning Permission in relation to Lifetime Homes and Wheelchair Housing Units, the Zones 2-7 Developer will ensure that the Zonal Masterplans for Zones 2-7 and applications for approval of Reserved Matters (including those in relation to the Playing Fields Consent):

13.4.1 reflect the policy requirements on inclusive access specified in the Newham UDP and supplementary planning guidance issued further to the Newham UDP;

13.4.2 apply the contents of the Access Statement and other relevant guidance on accessibility; and

13.4.3 take into account comments made by the Consultative Access Group on such Zonal Masterplans or applications for approval of Reserved Matters and advise the ODA of the Zones 2-7 Developer's response to such comments.

13.5 Transfer of obligations to the Estate Management Company

Where it is agreed pursuant to paragraph 7.2 of the CAG Operating Procedures that it is appropriate for access issues to be handed over to the Estate Management Company then, subject to the Estate Management Company entering into a direct covenant with the ODA to observe the obligations of the Zones 2-7 Developer contained in this Part 13, the obligations of the Zones 2-7 Developer contained in this Part 13 will cease from the date of that handover.

13.6 Disability Discrimination Act 1995

The Zones 2-7 Developer will work with the ODA and the Council to ensure that the requirements of the Disability Discrimination Act 1995 are met in all areas of public access at the Development.

13.7 Lifetime Homes

Unless otherwise agreed in writing with the ODA, the Zones 2-7 Developer will design all Residential Units within the Development Site to comply with Lifetime Homes Standards and details of such compliance will be submitted for approval by the ODA with applications by the Zones 2-7 Developer for approval of any Zonal Masterplan and Reserved Matters.

13.8 Wheelchair housing

13.8.1 The Zones 2-7 Developer will

- (A) provide a minimum of 8% of the Intermediate Units to be constructed prior to the Games within Zones 4 and 5 as Adapted Wheelchair Housing Units; and
- (B) provide a minimum of 8% of the Market Housing Units to be constructed prior to the Games within Zones 4 and 5 as Wheelchair Housing Units.

13.8.2 Prior to 31 July 2010, the Zones 2-7 Developer will submit to the ODA for approval (in consultation with the Consultative Access Group) the terms of reference for the marketing strategy for any Wheelchair Housing Units and Adapted Wheelchair Housing Units that are to be constructed prior to the Games, such marketing strategy to use as a basis the proposed marketing approach as set out in the paper entitled 'Marketing of wheelchair accessible properties at Stratford City' published by Habinteg Housing Association Limited.

13.8.3 Prior to the 31 July 2010 the Zones 2-7 Developer will submit to the ODA a strategy for the adaptation of the kitchens of the Adapted Wheelchair Housing Units to be constructed within Zones 4 and 5 prior to the Games, such strategy to provide details of:

- (A) the specification and cost of the kitchen fit-out options to be made available to potential purchasers;
- (B) the timetable for offering the kitchen fit-out options to potential purchasers including details of final date for taking up any such offer; and

- (C) evidence that the timing set out in paragraph 13.8.3(B) is compatible with the marketing strategy being carried out pursuant to paragraph 13.8.2.
- 13.8.4 The Zones 2-7 Developer will:
- (A) fit out the bathroom within each Wheelchair Housing Unit to be constructed within Zones 4 and 5 prior to the Games in accordance with the details specified in **Annexure 6**;
 - (B) prior to the 31 July 2010 submit to the ODA a strategy for the adaptation of the kitchens of the Wheelchair Housing Units to be constructed within Zones 4 and 5 prior to the Games, such strategy to provide details of:
 - (1) the specification and cost of the kitchen fit-out options to be made available to potential purchasers;
 - (2) the timetable for offering the kitchen fit-out options to potential purchasers including details of the final date for taking up any such offer; and
 - (3) evidence that the timing set out in paragraph 13.8.4(B)(2) is compatible with the marketing strategy being carried out pursuant to paragraph 13.8.2.
- 13.8.5 Unless otherwise agreed with the ODA, the Zones 2-7 Developer will at least once every 6 months following the commencement of marketing of the Wheelchair Housing Units and Adapted Wheelchair Housing Units to be provided pursuant to paragraph 13.8.1, submit to the ODA (in consultation with the Consultative Access Group) a report analysing the marketing and take up supply of such Wheelchair Housing Units and Adapted Wheelchair Housing Units and explain how the analysis is to be used to readjust the marketing of those remaining Wheelchair Housing Units to be provided pursuant to paragraph 13.8.1.
- 13.8.6 Prior to the submission of the first application for Reserved Matters to the ODA in respect of any Residential Units to be constructed after the Games on the Development Site, the Zones 2-7 Developer will commission market research to identify the demand for Wheelchair Housing Units in respect of:
- (A) the Market Housing Units to be constructed at the Development after the Games; and
 - (B) the Intermediate Units to be constructed at the Development after the Games.
- 13.8.7 The terms of reference for the market research to be carried out pursuant to paragraph 13.8.6 will be agreed in advance with the ODA (in consultation with the Consultative Access Group) to include as a minimum:
- (A) an assessment of the need for Wheelchair Housing Units within the London Borough of Newham;
 - (B) an assessment of the take up supply of Wheelchair Housing Units within the London Borough of Newham; and

- (C) an assessment of the take up of the Wheelchair Housing Units and Adapted Wheelchair Housing Units provided pursuant to paragraph 13.8.1.
- 13.8.8 The market research referred to in paragraph 13.8.6 will be carried out at the sole expense of the Zones 2-7 Developer subject to the Zones 2-7 Developer not being required to spend more than £20,000 (Indexed) pursuant to paragraph 13.8.6
- 13.8.9 The Zones 2-7 Developer will provide a copy of the results of the market research referred to in paragraph 13.8.6 to the ODA and to the Consultative Access Group.
- 13.8.10 Following the submission of the market research results pursuant to paragraph 13.8.9, the Zones 2-7 Developer will agree with the ODA (in consultation with the Consultative Access Group) a fair and reasonable proportion (not being more than 10%) of the Market Housing Units and the Intermediate Units respectively to be constructed at the Development after the Games which are to be provided as Wheelchair Housing Units having regard to:
 - (A) the conclusions of the market research referred to in paragraph 13.8.6; and
 - (B) the amount of Wheelchair Housing Units likely to be provided at other locations in the vicinity of the Development Site during the course of the Development.
- 13.8.11 The Zones 2-7 Developer will provide the proportion of the Market Housing Units and Intermediate Units agreed pursuant to paragraph 13.8.10 as Wheelchair Housing Units.
- 13.8.12 Unless otherwise agreed in writing by the ODA, the Zones 2-7 Developer will design at least 270 of the Residential Units that are to be constructed as Townhouses prior to the Games within Zones 4 and 5 so as to include ground floor shower wet rooms.
- 13.8.13 In relation to any marketing of the Wheelchair Housing Units to be provided pursuant to paragraph 13.8.11, the Zones 2-7 Developer shall have regard to any lessons learnt or experience gained from the marketing carried out in respect of the Wheelchair Housing Units constructed prior to the Games.
- 13.8.14 Prior to the first Occupation of the Residential Units the Zones 2-7 Developer will submit to the ODA for approval a Lift Maintenance and Service Strategy for the Market Housing Units and Intermediate Units that are to be constructed as Wheelchair Housing Units and the Zones 2-7 Developer will implement the approved Lift Maintenance and Service Strategy.

13.9 Access Consultant

The Zones 2-7 Developer will, at its own expense, appoint and retain an Access Consultant to provide advice on the consideration and resolution of access issues in relation to the Development until the earlier of:

- 13.9.1 the date of final approval of Reserved Matters to be approved in relation to the Development or, in the case of approval on different dates, the final approval of the last of those Reserved Matters to be approved; or

- 13.9.2 the deadline for the submission by the Zones 2-7 Developer of applications for approval of Reserved Matters as prescribed in Condition B6.

PART 14

MISCELLANEOUS PROVISIONS

RECITALS

- (A) The size and extent of Stratford City development and completion of works over a number of years necessitates some flexibility in the application, review and monitoring of certain provisions in the preceding parts.
- (B) It is also an intention of the Zones 2-7 Developer and the ODA and the Council that Stratford City Development should be a truly mixed use development.
- (C) A number of provisions included within this Part 14 are of general applicability throughout the Agreement.

14. OPERATIVE PROVISIONS

14.1 Ongoing review and monitoring

Following their establishment, any of the groups and/or panels referred to above, Stratford City Site Wide Strategies, Open Space Strategy, Design Strategy and the Access Statement, may be subject to periodic review and amendment as agreed by the ODA (in consultation with the Council (where provided for in this Agreement)) the Zone 1 Developer and the Zones 2-7 Developer.

14.2 Environmental health resources

14.2.1 Following the grant of the Third Planning Permission, the Council will liaise with the Zones 2-7 Developer in relation to the Council's resources in respect of the environmental health requirements concerning, relating to and affected by the Development.

14.2.2 On completion of this Agreement and on each anniversary thereafter for a period of 4 years, the Zones 2-7 Developer will pay to the Council the sum of **£25,000** (Indexed), such sums to be applied by the Council towards the provision of additional staff resources within the Council to fulfil the additional environmental health requirements imposed on the Council over and above its normal statutory duties and to ensure the efficient operation and environmental management of the Development during the construction phase **PROVIDED THAT** if the Development has not been Implemented by the anniversary of the first payment by the Zones 2-7 Developer pursuant to this paragraph 14.2.2, then within 10 Working Days after the Implementation Date the Zones 2-7 Developer shall pay to the Council such sums as would have been payable to the Council had the Development been Implemented by the said anniversary and all subsequent payments pursuant to this paragraph 14.2.2 shall be made on the relevant anniversary of the first payment.

14.2.3 Without prejudice to the obligation of the Zones 2-7 Developer to pay the sums referred to in paragraph 14.2.2 to the Council on or by the dates specified in that paragraph, the Zones 2-7 Developer will not Commence any Development in Zones 2-7 until the first payment of **£25,000** (Indexed) payable pursuant to paragraph 14.2.2 has been paid to the Council.

14.3 **Development delivery co-ordination**

- 14.3.1 On completion of this Agreement and on each anniversary thereafter for a period of 2 years, the Zones 2-7 Developer will pay to the Council the sum of **£25,000** (Indexed), such sums to be applied by the Council towards the provision of additional staff resources within the Council to fulfil the requirements imposed on the Council as referred to in paragraph 14.3.2.
- 14.3.2 The sums received by the Council pursuant to paragraph 14.3.1 shall be applied by the Council for the purpose of the efficient administration of the Development and with a view to ensuring that the Development is delivered in accordance with the terms of this Agreement and the Zones 2-7 Developer and the Council will liaise regularly (including attending regular meetings at the request of either party and, without prejudice to the specific obligations in this Agreement, responding to reasonable requests for information) in relation to the progress of the Development and satisfaction of the obligations of the parties pursuant to this Agreement.
- 14.3.3 Not used.

14.4 **ODA's and Council's contact details**

The ODA and the Council will notify the Zones 2-7 Developer of the name and contact details of their respective lead officer from time to time for all Stratford City Development matters and the ODA and the Council will ensure that a good and proper and efficient service is provided in relation to such matters and Stratford City in general.

14.5 **Residential Marketing Strategy**

Not used.

14.6 **Reallocation of sums**

- 14.6.1 The ODA may at any time request that the allocation of contributions within each Part of Schedule 1 may be revised **PROVIDED THAT** no such request may be made where its effect would be to:
- (A) increase the financial obligation imposed on the Zones 2-7 Developer under any Part of Schedule 1;
 - (B) increase the total financial obligation imposed on the Zones 2-7 Developer under this Agreement; or
 - (C) adversely affect the mitigation of any impact of the Development provided for by the obligations contained in this Agreement.
- 14.6.2 No re-allocation of contributions pursuant to any request by the ODA in accordance with paragraph 14.6.1 shall be made without the prior agreement of the Zones 2-7 Developer and (where appropriate) the Council and/or TfL.
- 14.6.3 A re-allocation of contributions agreed by the ODA, the Zones 2-7 Developer and (where appropriate) by the Council and/or TfL pursuant to paragraph 14.6.2 shall not take effect until the parties have completed an agreement pursuant to section

106A(1)(a) of the 1990 Act providing for the terms of this Agreement to be varied accordingly.

SCHEDULE 2

(GENERAL PROVISIONS RELATING TO LEASEHOLD INTERESTS)

RECITALS

- (A) The several planning obligations contained in Part 5 of Schedule 1 (Social and Community Facilities) will involve the grant to the Council or to one or more other bodies nominated and approved by the Council of leasehold interests in land, buildings and/or accommodation within buildings to be provided as part of the Development.
- (B) The premises (or part thereof) to be offered for lease referred to in (A) above, are split into two main categories, those which are to be offered at an annual rent of £25 with no rent review provisions for a term of 125 years and provided to a Usable Condition, and those which are to be at Open Market Rent with upwards only rent review for a term of 25 years and provided to Shell and Core Standard.
- (C) This Schedule 2 sets out further provisions relating to the terms of those leasehold interests, and is binding on all parties to this Agreement and their respective successors in title.

RELEVANT DEFINITIONS

"2003 Order" means the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

"Lease Provisions" means the terms, covenants and conditions to be contained in the leases to be granted pursuant to Part 5 of Schedule 1 and include, as a minimum, the following terms and provisions:

- (a) the landlord's consent is required for any assignment or sub-letting of the premises or any part thereof (such consent not to be unreasonably withheld or delayed);
- (b) no assignment or underlet shall be made for premium sums payable to the landlord or assignor;
- (c) the landlord's consent is required for any structural alteration;
- (d) a covenant on the part of the tenant restricting user of the premises to the defined use referred to in the relevant provision of Part 5;
- (e) an obligation to keep in good and substantial repair and condition / fit out / keep open for a minimum number of hours of operation (such hours to be common to the locality and the nature of the particular use of the premises and, in the case of any lease to the Council, not to be such so as to restrict or fetter any statutory power or duty of the Council) together with Step-In Rights for the landlord including in the event that the premises are not properly maintained;
- (f) an agreement and declaration or statutory declaration pursuant to the 2003 Order excluding the lease from the protection conferred by Part II of the Landlord and Tenant Act 1954; and

- (g) such other terms and provisions as are reasonable and usual in a commercial lease of the term and for the use incorporated including for example provisions permitting sharing of occupation (provided no landlord and tenant relationship is established), the services to be provided by the landlord and the Service Charges applicable thereto.

"Open Market Rent" the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institution of Chartered Surveyors Appraisal and Valuation Standards (5th Edition) or such amended definition as may replace it from time to time.

"Safeguarding Covenants" means tenant's covenants which include (as a minimum) the following provisions:

- (a) an obligation to comply with the Estate Management Framework for the Development insofar as the same applies to the premises demised in a particular lease;
- (b) a requirement on the tenant to offer back to the landlord (by way of surrender or assignment) the premises demised by the lease in good and substantial repair and condition if at any time during the term other than for bona fide refurbishment repair or re-fitting, the whole or substantially the whole of the premises demised ceases to be used for the permitted purpose under the lease for a period of longer than 6 months.

"Service Charge" means the due proportion of:

- (a) the estate service charge to be introduced for the Development;
- (b) any building or plot charge applicable to the building or area within which the accommodation forms part; and
- (c) any other charge for services or facilities provided to or for the relevant property that is the subject of the lease,

in each case is properly allocated to the tenant, the landlord acting in accordance with the principles of good estate management and is payable by the tenant under any lease to be granted as referred to in this Schedule 2.

"Serviced Land" means a site, building or accommodation within a building (as applicable) having the means of connection to live services reasonably available on payment by the tenant of connection charges for utilities and services reasonably required to enable reasonable beneficial occupation to be enjoyed on completion of construction and fitting out.

"Shell and Core Standard" means accommodation constructed to shell and core finish (as that expression is understood in the commercial development industry) and not finished decorated equipped or furnished in accordance with the requirements set out in **Annexure 19**.

"Step-In Rights" means a right for the landlord to enter on to the premises to remedy any default by the tenant and to hand the premises back to the tenant as soon as reasonably practicable thereafter.

"Useable Condition" means accommodation constructed to at least Shell and Core Standard and including decoration and the provision of basic equipment in accordance with the requirements set out in **Annexure 18**.

OPERATIVE PROVISIONS

1. GENERAL OVERVIEW; GENERAL APPROACH TO LEASE PROVISIONS

- 1.1 Not later than 12 months following the Implementation Date the Zones 2-7 Developer shall provide the Council with a pro-forma draft agreement for lease and lease intended to be used (with such variations as are necessary in each case) to give effect to the terms of this Schedule 2.
- 1.2 Any offer of a lease which is required to be made pursuant to this Agreement shall be made in writing to the person, body or organisation to whom the lease is to be granted and shall be accompanied by the pro-forma lease and all other relevant information and shall be accepted on completion of an agreement for lease.
- 1.3 Unless otherwise provided for in this Agreement, any offer of a lease shall remain open for acceptance for a minimum period of 6 months and unless the offeree formally declines the offer before the expiry of the period or unless the Council and the Zones 2-7 Developer both agree that such offer is unlikely to be accepted, shall not be withdrawn during such period.
- 1.4 The Zones 2-7 Developer shall not be obliged to grant a lease to any person, body or organisation which is unable to reasonably demonstrate both the reasonable prospect of the availability of and access to capital funds and revenue funding to enable the premises demised to trade as a going concern.
- 1.5 Each lease shall incorporate the Lease Provisions and Safeguarding Covenants.
- 1.6 The landlord shall deduce title to the premises to be demised at the same time as any offer for lease is made in accordance with the relevant provisions in Part 5 of Schedule 1.

2. TERM

- 2.1 Unless otherwise agreed by the Zones 2-7 Developer and the Council, the standard term of those leases to be offered at an annual rent of £25 shall be for a term of 125 years commencing on the quarter day immediately preceding the date of its grant.
- 2.2 Unless otherwise agreed by the Zones 2-7 Developer and the relevant lessee, the standard term of each lease to be offered at Open Market Rent shall be for a term of 25 years or if requested by the tenant a lesser term of no less than 15 years commencing on the quarter day immediately preceding the date of its grant, in either case without any tenant's break rights.

3. RENT AND OTHER FINANCIAL TERMS

- 3.1 The annual rent payable in respect of Leases to be granted pursuant to this Agreement shall either be (as specifically provided for in the Agreement) at an annual rent of £25 or an Open Market Rent but in all cases together with the Service Charge.
- 3.2 No premium or reverse premium shall be payable in respect of the grant of each lease.

- 3.3 Rent shall be payable in advance on the usual quarter days.
- 3.4 Each lease shall place upon the tenant a liability for the Service Charge levied annually and payable quarterly or on such other basis as is adopted for commercial leases at the Development. The tenant shall also be liable for the full cost of insurance attributable to its demise and all other impositions charged to the premises including rates, taxes, assessments, duties, and outgoings whether parliamentary, parochial, local or of any other description and whether or not of a capital or non-recurring nature.
- 3.5 Those leases to be provided at an annual rent of £25 shall not be subject to rent review and subject to paragraph 6.4, those leases provided at Open Market Rent shall be subject to upwards only rent reviews with review periods not less than once every 5 years or such other usual review periods for the type and length of lease granted.
- 3.6 There will be no rent-free periods granted.

4. AREA, EXTENT AND STRUCTURE TO BE INCLUDED WITHIN EACH RELEVANT DEMISE

- 4.1 Where the relevant demise consists of an entire building, the whole of the building (save for the sub-soil below the foundations and below any road or other surface or airspace above the building) will be included in the Lease.
- 4.2 Where the relevant demise consists of part only of a building, the demise will be of the internal non-structural accommodation enclosed within the structure of the building of which it forms part, subject to a landlord's covenant to repair the structure, the tenant contributing by way of a Service Charge to the costs thereby incurred.
- 4.3 Except where the parties agree otherwise, each lease will be demised as Serviced Land.
- 4.4 Each demise shall have appropriate rights over common parts of a building or the estate (as the case may be) to enable adequate access to and the use of services by the premises demised.

5. STANDARD OF PREMISES AT HANDOVER

Accommodation to be constructed pursuant to Schedule 1 shall be constructed either to Shell and Core Standard (where rent is Open Market Rent) or to a Useable Condition (where the annual rent shall be £25) and the Zones 2-7 Developer will have no further liability to the Council following the grant of each lease.

6. MISCELLANEOUS PROVISIONS

- 6.1 The landlord and the tenant shall agree such collateral warranties in respect of the demised premises as are available and appropriate at the same time and as part of the negotiations on the terms of the lease (in addition to those set out in this Schedule 2) to be granted.
- 6.2 In the event of any dispute or disagreement as to the form, terms or subject matter of any lease to be granted as provided in this Schedule 2 the matter shall be referred to Leading Landlord and Tenant Counsel in accordance with the dispute resolution provisions contained in clause 10.

- 6.3 In the event of any dispute or disagreement regarding the form, terms or subject matter (including any item contained in, or the amount or calculation of the proportion) of the Service Charge applicable to any lease to be granted as provided in this Schedule 2, the same will be referred to a Specialist Chartered Surveyor jointly appointed by the landlord and the tenant and in default of agreement, by the President of the Royal Institution of Chartered Surveyors in accordance with the dispute resolution provisions contained in clause 10.
- 6.4 With respect to those leases referred to in Part 5 of Schedule 1 and subject to such confidential information that the Zones 2-7 Developer is unable to provide, the Zones 2-7 Developer shall within 15 Working Days:
- 6.4.1 of the date by which the Zones 2-7 Developer is to offer to grant a lease to any party other than the Council, provide copies to the Council of each offer; and
 - 6.4.2 at the end of the period within which such offer must be accepted provide to the Council copies of all responses received by the Zones 2-7 Developer from such party to whom the offer to grant a lease was made and if no response was received, the Zones 2-7 Developer shall indicate a nil return.
- 6.5 In the event that new legislation outlaws the use of upwards-only rent reviews any provisions referring to upward rent reviews shall be construed as if the reference to upwards-only in the relevant paragraph of Part 5 of Schedule 1 and this Schedule 2 had not been made and for the avoidance of doubt this paragraph shall not affect any agreement for lease completed and/or lease granted prior to the new legislation taking effect.

SCHEDULE 3

(FURTHER OBLIGATIONS OF THE ODA AND THE COUNCIL)

1. CONSENTS

The ODA agrees (subject to the Zones 2-7 Developer operating in compliance with best current prevailing construction practice for City Centre development projects and where appropriate employing best practicable means) to deal with the discharge of planning conditions as expeditiously as possible.

2. APPLICATION OF FUNDS

2.1 Following receipt of any sums or amounts from the Zones 2-7 Developer pursuant to any obligations set out in Schedule 1, the Council as the nominated beneficiary of those sums or amounts pursuant to clause 14.3 or the ODA (as applicable) covenants and undertakes:

2.1.1 to apply such sums or amounts only for the purposes respectively for which the same were paid as specified in the relevant paragraph of Schedule 1 **PROVIDED THAT** for the avoidance of doubt the ODA or the Council (where appropriate) will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Zones 2-7 Developer;

2.1.2 from time to time upon reasonable written request by the Zones 2-7 Developer (but not more frequently than once every 2 months) to provide the Zones 2-7 Developer with a breakdown of expenditure from the said contributions; and

2.1.3 within 28 days of the date on which any such sum or amount (or any part thereof) is applied, to provide the Zones 2-7 Developer with written notification of the purpose for which it was applied whereupon the respective obligation to repay such sum or amount will be discharged but for the avoidance of doubt the ODA or the Council's obligation (as appropriate) to repay any other sum or amount which is yet to be applied for its purpose and notification provided thereof will be unaffected.

2.2 Save in respect of the Zones 2-7 Transport Contribution which shall be repaid pursuant to paragraph 1.16 of Schedule 1, in the event that any part or all of any sums or amounts paid by the Zones 2-7 Developer pursuant to any obligations set out in Schedule 1 have not been used for the said purposes within 7 years from the date of payment of such sums or amounts, subject to paragraphs 2.3 and 2.4, the ODA or the Council (as applicable) shall forthwith repay such sums or amounts (or such part thereof) to the Zones 2-7 Developer with interest calculated at the Bank of England Base Rate from time to time from the date of payment by the Zones 2-7 Developer until the date of repayment by the ODA or the Council (as applicable) but less any tax that may be payable thereon **PROVIDED THAT** the ODA or the Council (as applicable) shall not be required to repay any sum or sums which the ODA or the Council (as applicable) is contractually committed to pay to another party (including any sums which the Council is or may be obliged to repay to the ODA pursuant to clause 15) at the date of expiration of the said period or any sum which is required by the ODA or the Council (as applicable) to secure the completion of any works which have commenced but have not been completed as at the expiration of the said period.

- 2.3 Where sums have been paid to the ODA or the Council (as applicable) under Part 1 of Schedule 1 and the ODA or the Council (as applicable) has thereafter paid those sums to TfL in order that TfL will deliver the works, measures, facilities or services to which those payments relate, then the ODA or the Council's (as applicable) obligation to repay any such sums to the Zones 2-7 Developer pursuant to paragraph 2.2 shall be conditional upon the repayment of any such sums by TfL to the ODA or the Council (as applicable) and the ODA or the Council (as applicable) shall not be obliged to repay such sums to the Zones 2-7 Developer until such time as the sums have been repaid by TfL **PROVIDED THAT** the ODA or the Council (as applicable) will use all Reasonable Endeavours to secure any such repayment from TfL.
- 2.4 Where the Council shall direct pursuant to paragraph 1.29.3 of Schedule 1 that sums payable by the Zones 2-7 Developer should be paid direct to TfL instead of to the Council, then paragraph 2.2 of this Schedule 3 shall not apply to such sums and TfL and not the Council shall be liable for any repayment of such sums in accordance with the provisions of paragraph 1.2 of Schedule 4.

3. UNDERTAKING REGARDING EXECUTION AND CO-ORDINATION OF HIGHWAY-RELATED WORKS

- 3.1 It is acknowledged to be the obligation of the Council to co-ordinate its works and services in respect of highways works generally and works specifically referred to in Part 1 of Schedule 1 such that a minimum of disruption will be caused to the Zones 2-7 Developer in the efficient, economic and orderly programming of the Zones 2-7 Developer's works within around and adjacent to the building where such works are agreed to be carried out by or on behalf of the Council.
- 3.2 The Council further agrees that the sequencing of highway works will be undertaken efficiently and in overall accordance with the best interests of good development practice with a view to minimising the disruption, delay, and any out of sequence working which may be occasioned by failure to co-ordinate works efficiently in accordance with the reasonable requirements of the Zones 2-7 Developer and its overall procurement and Building and Construction Contract arrangements for the Development.
- 3.3 Where any highways works are to be carried out and completed within the Council's Area by the Zones 2-7 Developer pursuant to the terms of this Agreement and, subject to clause 9.12, the Council agrees to negotiate with the Zones 2-7 Developer in good faith a deed or deeds pursuant to section 278 of the Highways Act 1980 authorising the Zones 2-7 Developer to carry out and complete those highways works.

4. STATUTORY AND OTHER CONSENTS AND ORDERS REQUIRED

Subject to clause 9.12 and the payment of the Council's reasonable and proper costs, the Council agrees to assist the Zones 2-7 Developer in obtaining any Traffic Regulation Orders, Traffic Management Orders or other consents, orders and approvals under the Highways Act necessary to provide cycle lanes, changes to vehicular traffic movements or other works referred to in Part 1 of Schedule 1 to be carried out in a timely manner in accordance with the Zones 2-7 Developer's programme for the execution of such works or as may be required or reasonably requested by the Zones 2-7 Developer **BUT** (a) the Council shall notify the Olympic Delivery Authority of any request from the Zones 2-7 Developer under this paragraph as soon as possible after any such request is received and (b) the Council shall not be obliged to do any act or thing under this paragraph if the

Olympic Delivery Authority responds that such act or thing is considered by the Olympic Delivery Authority to be likely to prejudice the Games or any development for the purpose of the Games or any Legacy Transformation Development under the Olympic Consents or any Legacy Transformation Development under any other planning permission to be implemented by the Olympic Delivery Authority in association with the Olympic Consents thereafter.

5. BENEFITS TO ADJOINING BOROUGHES

- 5.1 The ODA and the Council acknowledge that financial sums and contributions payable under the provisions of Schedule 1 which are intended to benefit any one or more of the Adjoining Boroughs in addition to the ODA or the Council (as the ODA's nominated beneficiary) themselves, will be held on trust for the benefit of the relevant Adjoining Borough(s) as well as the ODA or the Council as applicable, and defrayed or paid to the relevant Adjoining Borough(s) where properly intended or requested to be so paid.
- 5.2 The ODA and the Council will on a quarterly or other reasonable basis to be agreed with the Zones 2-7 Developer undertake consultation with the Adjoining Boroughs in respect of any matters relating to any planning obligations provided for in Schedule 1 or any other aspect of the Development where the Adjoining Boroughs (or any one or more of them) have reasonable requests to participate in consultation with the ODA and the Council (as applicable) and the Zones 2-7 Developer.

6. COUNCIL LAND

The Council agrees, subject to clause 9.12, to co-operate with the Zones 2-7 Developer in the grant of any rights, approvals and consents in respect of land owned by the Council and reasonably required by the Zones 2-7 Developer in order to comply with the obligations contained within this Agreement **PROVIDED ALWAYS THAT** any disposal of, or grant of any interest in, such land by the Council to the Zones 2-7 Developer shall be subject to the requirements of all relevant statutory and other provisions applicable to such disposal or grant and nothing in this Agreement shall be taken to imply any agreement by or obligation upon the Council to dispose of any interest or grant any right at any consideration less than full consideration.

7. COMPULSORY PURCHASE ORDERS

The Council agrees, subject to clause 9.12 and to any other specific provisions of this Agreement dealing with the use of compulsory purchase powers, to co-operate on the reasonable request of the Zones 2-7 Developer in connection with the use of compulsory purchase powers where proper so to do to enable the Development to proceed (but not in relation to the compulsory acquisition of any part of Zone 1), subject to all relevant statutory procedures and confirmations, and subject to the Zones 2-7 Developer first entering into an agreement to indemnify the Council in respect of all costs, fees and compensation **BUT** (a) the Council shall notify the Olympic Delivery Authority of any request from the Zones 2-7 Developer under this paragraph as soon as possible after any such request is received and (b) the Council shall not be obliged to do any act or thing under this paragraph if the Olympic Delivery Authority responds that such act or thing is considered by the Olympic Delivery Authority to be likely to prejudice the Games or any development for the purpose of the Games or any Legacy Transformation Development under the Olympic Consents or any Legacy Transformation Development under any other

planning permission to be implemented by the Olympic Delivery Authority in association with the Olympic Consents thereafter.

8. PUBLIC PROCUREMENT RESPONSIBILITY/LIABILITY OBLIGATIONS

8.1 The ODA and the Council shall co-operate fully with LCR and the Zones 2-7 Developer (subject to payment of the ODA and the Council's reasonable and proper costs) to ensure compliance with the requirements of English and European Law regarding Public Works, Supplies and Services Procurement and:

8.1.1 where appointments require to be advertised formally under the provisions in force for Public Works Procurement (including calling for competitive bids by advertisement in the Official Journal of the European Union) the ODA and the Council shall take all steps necessary to ensure compliance with those requirements; and

8.1.2 to the extent that Regulations otherwise require steps to be taken to ensure valid compliance with applicable procedures, the parties shall regularly co-operate and consult together to identify and take steps which are required or which it would be advisable to take having regard to legal requirements and emerging best practice in relation to applicable English and European Public Procurement law, practice and procedure.

9. CO-OPERATION WITH THE HIGHWAYS AGENCY AND OTHER STATUTORY PARTIES

The ODA and the Council will at the request of the Zones 2-7 Developer ensure that all steps are taken to co-operate with the Highways Agency and any other statutory parties in connection with any aspect of the Development which involves the assistance consent or co-operation of the Highways Agency or other statutory parties.

10. THIRD PARTY CONTRIBUTIONS

The Council and the ODA will from time to time on request by the Zones 2-7 Developer provide the Zones 2-7 Developer with details of any contributions which may be secured independently of this Agreement by means of Agreement, or which have been requested, and/or are in course of negotiation with third party developers, relevant to the achievement of any of the objectives for Stratford City or obligations contained in this Agreement, having regard to the remaining provisions of this Agreement.

11. COMPLIANCE WITH SCHEDULE 2 (LEASE INTERESTS)

The ODA and the Council agree to the terms of Schedule 2, agree to be bound by its terms, and will comply with all obligations set forth in Schedule 2 which apply to or bind the ODA or the Council (as applicable).

12. ENHANCEMENTS TO BUS SERVICES

Upon payment by the ODA or the Council to TfL of any part of the Bus Network Contribution in accordance with paragraph 1.18.6 of Schedule 1, the ODA or the Council (as applicable) will pay to the Zones 2-7 Developer interest on the relevant part of the Bus Network Contribution calculated at the Bank of England Base Rate from the date of

payment by the Zones 2-7 Developer to the ODA or the Council until the date of payment by the ODA or the Council to TfL.

SCHEDULE 4

(FURTHER OBLIGATIONS OF TRANSPORT FOR LONDON)

1. APPLICATION OF FUNDS

- 1.1 Following receipt of any sums or amounts from the Zones 2-7 Developer pursuant to any obligations set out in Schedule 1, TfL covenants and undertakes:
- 1.1.1 forthwith upon receipt to pay such sums and amounts into an interest bearing deposit account, from which the relevant contribution together with its accrued interest can be identified from periodic statements until such time as such sums or amounts (or any part thereof) are required for the purposes identified in the relevant paragraph of Schedule 1;
 - 1.1.2 to apply such sums or amounts only for the purposes respectively for which the same were paid as specified in the relevant paragraph of Schedule 1 **PROVIDED THAT** for the avoidance of doubt TfL will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Zones 2-7 Developer;
 - 1.1.3 from time to time upon reasonable written request by the Zones 2-7 Developer (but not more frequently than once every 2 months) to provide the Zones 2-7 Developer with a breakdown of expenditure from the said contributions; and
 - 1.1.4 within 28 days of the date on which any such sum or amount (or any part thereof) is applied, to provide the Zones 2-7 Developer with written notification of the purpose for which it was applied whereupon TfL's obligation to repay such sum or amount will be discharged but for the avoidance of doubt TfL's obligation to repay any other sum or amount which is yet to be applied for its purpose and notification provided thereof will be unaffected.
- 1.2 In the event that any part or all of any such sums or amounts have not been used for the said purposes within 7 years from the date of payment of such sums or amounts, forthwith to repay such sums or amounts (or such part thereof) to the Zones 2-7 Developer with interest calculated at the Bank of England Base Rate from time to time from the date of payment by the Zones 2-7 Developer until the date of repayment by TfL but less any tax that may be payable thereon **PROVIDED THAT** TfL shall not be required to repay any sum or sums which TfL is contractually committed to pay to another party at the date of expiration of the said period or any sum which is required by TfL to secure the completion of any works which have commenced but have not been completed as at the expiration of the said period.
- 1.3 Where any sums are received by the Council from the Zones 2-7 Developer and thereafter paid by the Council to TfL in order that TfL will deliver the works, measures, facilities or services as referred to in Part 1 of Schedule 1, the provisions of paragraphs 1.1 and 1.2 shall apply as between TfL and the Council as if references therein to the Zones 2-7 Developer were references to the Council and the terms of any agreement between the Council and TfL in respect of the application of any such sums shall include or be deemed to include (in each case with the necessary changes being made) the provisions of paragraphs 1.1 and 1.2 **PROVIDED THAT** the period for repayment of any sum as referred to in paragraph 1.2 shall be adjusted so that the period for repayment by TfL shall

be 7 years less any period during which the sums received from the Zones 2-7 Developer by the Council have been held by the Council.

- 1.4 The Council shall pay interest to TfL on any sums which are received by the Council from the Zones 2-7 Developer and thereafter paid by the Council to TfL pursuant to paragraph 1.3 of this Schedule 4 (save for any payment from the Council to TfL as referred to in paragraph 12 of Schedule 3), such interest to be calculated at the Bank of England Base Rate from time to time from the date of receipt of the payment by the Council from the Zones 2-7 Developer until the date of payment by the Council to TfL but to be less any tax that may be payable by the Council thereon.
- 1.5 Where any sums are received by the ODA from the Zones 2-7 Developer and thereafter paid by the ODA to TfL in order that TfL will deliver the works, measures, facilities or services as referred to in Part 1 of Schedule 1, the provisions of paragraphs 1.1 and 1.2 shall apply as between TfL and the ODA as if references therein to the Zones 2-7 Developer were references to the ODA and the terms of any agreement between the ODA and TfL in respect of the application of any such sums shall include or be deemed to include (in each case with the necessary changes being made) the provisions of paragraphs 1.1 and 1.2 **PROVIDED THAT** the period for repayment of any sum as referred to in paragraph 1.2 shall be adjusted so that the period for repayment by TfL shall be 7 years less any period during which the sums received from the Zones 2-7 Developer by the ODA have been held by the ODA.
- 1.6 The ODA shall pay interest to TfL on any sums which are received by the ODA from the Zones 2-7 Developer and thereafter paid by the ODA to TfL pursuant to paragraph 1.5 of this Schedule 4, such interest to be calculated at the Bank of England Base Rate from time to time from the date of receipt of the payment by the ODA from the Zones 2-7 Developer until the date of payment by the ODA to TfL but to be less any tax that may be payable by the ODA thereon.

2. UNDERTAKING REGARDING EXECUTION AND CO-ORDINATION OF HIGHWAY-RELATED WORKS

- 2.1 It is acknowledged to be the obligation of TfL, in respect of roads in respect of which TfL is the highway authority, to co-ordinate its works and services in respect of highways works generally and works specifically referred to in Part 1 of Schedule 1 such that (where reasonably practicable and subject to it being wholly within TfL's control) it will be TfL's intention to ensure that a minimum of disruption will be caused to the Zones 2-7 Developer in the efficient, economic and orderly programming of the Zones 2-7 Developer's works within around and adjacent to the building where such works are agreed to be carried out by or on behalf of TfL.
- 2.2 TfL further agrees that it will use all Reasonable Endeavours to ensure that the sequencing of highway works will be undertaken efficiently and in overall accordance with the best interests of good development practice with a view to minimising the disruption, delay, and any out of sequence working which may be occasioned by failure to co-ordinate works efficiently in accordance with the reasonable requirements of the Zones 2-7 Developer and its overall procurement and Building and Construction contract arrangements for the Development.

3. STATUTORY AND OTHER CONSENTS AND ORDERS REQUIRED

- 3.1 Subject to TfL not fettering its discretion, and subject to paragraph 3.2, TfL agrees to assist the Zones 2-7 Developer (where appropriate) in obtaining any consents, orders and approvals necessary for the Zones 2-7 Developer to comply with its obligations in Parts 1 and 2 of Schedule 1 including consents and approvals from Network Rail, the Strategic Rail Authority, Train and/or Bus Operating Companies and assisting in obtaining those consents, orders and approvals in a timely manner in accordance with the Zones 2-7 Developer's programme for the execution of such works or as may be required or reasonably requested by the Zones 2-7 Developer.
- 3.2 The Zones 2-7 Developer will pay TfL's reasonable and proper costs incurred in the performance of its obligations under paragraph 3.1 where the performance of such obligations is over and above those required pursuant to TfL's statutory duties and **PROVIDED THAT** the Zones 2-7 Developer and TfL agree a budget for such costs in advance and TfL does not seek to recover any costs in excess of that budget save where agreed in advance by the Zones 2-7 Developer.

4. PUBLIC PROCUREMENT RESPONSIBILITY/LIABILITY OBLIGATIONS

- 4.1 Subject to TfL not fettering its discretion, and subject to paragraph 4.2, TfL shall co-operate fully with LCR and the Zones 2-7 Developer with a view to ensuring compliance with the requirements of English and European law regarding applicable procurement regulations and:
- 4.1.1 where appointments require to be advertised formally under the provisions in force for Public Works Procurement (including calling for competitive bids by advertisement in the Official Journal of the European Union) TfL shall take those steps that in its view are necessary to ensure compliance with those requirements; and
- 4.1.2 to the extent that Regulations otherwise require steps to be taken to ensure valid compliance with applicable procedures, the parties shall regularly co-operate and consult together to identify and take steps which are required or which it would be advisable to take having regard to legal requirements and emerging best practice in relation to applicable English and European Public Procurement law, practice and procedure.
- 4.2 The Zones 2-7 Developer will pay TfL's reasonable and proper costs incurred in the performance of its obligations under paragraph 4.1 where the performance of such obligations is over and above those required pursuant to TfL's statutory duties and **PROVIDED THAT** the Zones 2-7 Developer and TfL agree a budget for such costs in advance and TfL does not seek to recover any costs in excess of that budget save where agreed in advance by the Zones 2-7 Developer.

5. TFL LAND

TfL agrees (without fettering its discretion in this respect) to co-operate with the Zones 2-7 Developer as regards the grant of any rights, approvals and consents in respect of land owned by the TfL and reasonably required by the Zones 2-7 Developer in order to comply with the obligations contained within this Agreement.

6. CO-OPERATION WITH THE HIGHWAYS AGENCY AND OTHER STATUTORY PARTIES

Subject to TfL not fettering its discretion, TfL will at the request of the Zones 2-7 Developer co-operate with the Highways Agency and any other statutory parties in connection with any aspect of the Development which involves the assistance consent or co-operation of the Highways Agency or other statutory parties.

7. RELEASE OF INFORMATION

TfL agrees at the request of the Zones 2-7 Developer to provide the Zones 2-7 Developer with information it has gathered to monitor and control public transport usage and operation, where it is possible to do so.

8. ENHANCEMENTS TO BUS SERVICES

- 8.1 Subject to clause 9.13 and subject also to the ODA and the Council having entered into a Sponsored Route Agreement with TfL pursuant to paragraph 1.18.6 of Schedule 1, TfL shall use all Reasonable Endeavours to ensure that enhancements to bus services in respect of which the payments referred to in paragraph 1.18.3 of Schedule 1 are made, are available for use by the public by no later than the date of first Occupation of the relevant Zone to which the payment relates.

SCHEDULE 5
(AFFORDABLE HOUSING PRICE)

	Social Rented Units		Shared Ownership Units		Discount Market Rented Units		Shared Equity Units	
	sq m	£	sq m	£	sq m	£	sq m	£
1 bed	46	116,004	41	102,616	41	88,000	41	60% Open Market Value
2 bed	66	152,087	60	128,503	60	129,000	60	60% Open Market Value
3 bed	86	182,823	75	154,361	75	162,000	75	60% Open Market Value
	90	182,823						
	96	192,834						
4 bed	117	226,982						

Notes

General

The Affordable Housing Price calculated in accordance with the above table is a fixed price that will be index linked by reference to the Tender Price Index. Sums reflect the maximum allowable under the current grant regime.

Wheelchair Housing

The figures set out in the above table do not apply to Affordable Housing Units to be provided as Wheelchair Housing. This is because the above figures do not include any allowance for meeting the spatial requirements of the Wheelchair Housing Design Standards 1997 published by NATWHAG, nor for the cost of the initial fitting out works necessary to adapt the relevant Affordable Housing Units for general use by wheelchair users.

The Affordable Housing Price applicable to such Affordable Housing Units will be agreed by the Zones 2-7 Developer and the Council in accordance with the guidance below based on the size, type and required specification of the relevant Affordable Housing Units.

In respect of Social Rented Units and Shared Ownership Units to be provided as Wheelchair Housing, the Affordable Housing Price will be calculated by reference to the 2004/2005 and 2005/2006 Housing Corporation grant rate calculator for each unit type on the following basis:

- Spatial increases necessary to meet the Wheelchair Housing Design Standards 1997 will be reflected by using the correct area band

- Application of appropriate multipliers for Wheelchair Housing (in addition to multiplier applied to standard social rented where allowable i.e. lift multiplier) as provided for in 2004/2005 and 2005/2006 TCI tables
- Assumption of receipt of 100% of the eligible grant at 110% TCI less on costs at 8% for Social Rented Units and 9% for Shared Ownership Units

In respect of Discount Market Rented Units and Shared Equity Units to be provided as Wheelchair Housing, these units will only be provided as Wheelchair Housing where the full cost of the initial fitting out works necessary to adapt the relevant Affordable Housing Units for general use by wheelchair users is recoverable by the Zones 2-7 Developer. In the event that this adjusted Affordable Housing Price fails to cover the full cost of these works, the Zones 2-7 Developer will provide to the Council all cost information in respect of the relevant Affordable Housing Units and to ensure delivery of these units, the Council will be required to secure the additional grant funding necessary to ensure that all reasonable costs to the Zones 2-7 Developer are covered.

SCHEDULE 6
(COMMUTED SUM)

	Social Rented Units		Shared Ownership Units		Discount Market Rented Units		Shared Equity Units	
	sq m	£	sq m	£	sq m	£	sq m	£
1 bed	46	52,041	41	47,708	41	59,315	41	61,604
2 bed	66	89,856	60	90,548	60	90,154	60	91,691
3 bed	86	143,115	75	106,132	75	100,666	75	108,203
	90	143,115						
	96	125,764						
4 bed	117	144,839						
Supported Housing	-	52,041						

Notes

Commuted Sums calculated in accordance with the above table are fixed sums that will be index linked by reference to the Tender Price Index.

Paragraph 4.5 of Schedule 1 contains a mechanism for 1 bed Social Rented Housing Units to be provided in lieu of the provision of Supported Housing Units (see paragraph 4.5.3). Should this occur, then the Commuted Sum for the Social Rented Units to be provided in lieu of the relevant Supported Housing Units will be as set out in the above table.

Commuted Sums are not set out in the above table for Wheelchair Housing because the figures must be adjusted to reflect the need to meet the spatial requirements of the Wheelchair Housing Design Standards 1997 published by NATWHAG and the cost of the initial fitting out works necessary to adapt the relevant Affordable Housing Units for general use by wheelchair users. The Council and the Zones 2-7 Developer will use the above table as a basis to agree an appropriate Commuted Sum taking into account the additional grant allowances and additional costs for providing the Wheelchair Housing. It is anticipated that the adjustment to the Commuted Sum will be minimal since the additional grant allowances should be closely matched by the additional cost of provision.

SCHEDULE 7
(BASE COST)

Social Rented Units	sq m	£
1 bed	46	43,885
2 bed	66	55,986
3 bed	86	70,623
	90	70,623
	96	86,492
4 bed	117	95,790

Notes

The Base Cost calculated in accordance with the above table is a fixed sum that will be index linked by reference to the Tender Price Index.

The amount that can be paid as the Base Cost is not affected by the amount of grant secured for any Affordable Housing Units and should not be used to determine the amount of grant needed to deliver units elsewhere at the Development.

SCHEDULE 8

(BOND)

RELEVANT DEFINITIONS

"Acceptable Accountants" means one of PricewaterhouseCoopers, Ernst & Young, KPMG or Deloitte & Touche.

"Acceptable Company" means a company body or entity which has a rating for its long term unsecured and non-credit enhanced debt obligations of A or higher by Standard & Poor's Rating Services or Fitch Ratings Ltd or A2 by Moody's Investor Services Limited or a comparable rating from an internationally recognised credit rating agency.

"Bond Challenge" means a written notification to the ODA and the Council that the ODA's or the Council's request (as applicable) for a bond pursuant to paragraph 1.2.2 is not accepted.

"Bond Request" means a written request delivered by the ODA or the Council to either SV or LCR (as applicable) detailing the requirements for a bond to be put in place as detailed at paragraph 1.2.2 below.

"Community Development Trust Obligation" means the obligation of SV to deposit £1,000,000 (Indexed) into a special deposit account prior to the establishment of the Community Development Trust, as detailed in paragraph 5.2.1(B) of Schedule 1.

"Holding Company" means a holding company as defined in section 1159 of the Companies Act 2006 or any other entity with a controlling interest over the relevant entity.

"LCR Bond" means a bond addressed (as applicable) to the ODA and the Council jointly as beneficiaries or to the Council or to the ODA in the form attached at Annexure 28 in relation to the LCR Bond Obligations.

"LCR Bond Obligations" means the following obligations of LCR (each an **"LCR Bond Obligation"**):

- (a) the obligation to make a payment of up to £175,000 (Indexed) towards the cost of carrying out and completing mitigation measures in relation to television reception interference, as detailed in paragraph 9.5.1 of Schedule 1;
- (b) the obligation to make contributions to support construction training and education activities totalling £454,000 (Indexed) on the fourth to ninth anniversaries inclusive of the Implementation Date, as detailed in paragraph 10.3.1 of Schedule 1;
- (c) the obligation to make a contribution towards the running costs of the Interim Jobs Brokerage Scheme of £60,000 (Indexed) on the fourth anniversary of the date of payment by the Zone 1 Developer pursuant to paragraph 10.5.6 of Schedule 1 to the Zone 1 Agreement, as detailed in paragraph 10.5.6 of Schedule 1;
- (d) the obligation to make contributions towards end-user employment training activities totalling £400,000 (Indexed), as detailed in paragraph 10.8.3 of Schedule 1;

- (e) the obligation to make contributions towards the continued employment of the Project Manager of £50,000 (Indexed) on the fourth anniversary of the date of payment pursuant to paragraph 10.8.4 of Schedule 1 to the Zone 1 Agreement, as detailed in paragraph 10.8.6 of Schedule 1; and
- (f) the obligation to make contributions towards the provision of additional staff resources within the Council to fulfil environmental health requirements totalling £50,000 (Indexed) on the third and fourth anniversaries of the date of this Agreement, as detailed in paragraph 14.2.2 of Schedule 1.

"LCR Group Company" means any Holding Company of LCR (including any such corporations or partnerships) or any wholly-owned subsidiary of LCR within the meaning of section 1159 of the Companies Act 2006 **PROVIDED THAT** a government entity retains at least an equivalent interest in such Holding Company or wholly owned subsidiary as the interest in LCR held by the Secretary of State on the date of this Agreement.

"Maximum LCR Bond Value" means cumulatively for all LCR Bonds the total sum of **£1,189,000** (Indexed) less any amount paid pursuant to the LCR Bond Obligations prior to the date of the relevant Bond Request or enforcement (as applicable).

"Maximum SV Bond Value" means cumulatively for all SV Bonds the total sum of:

- (a) **£1,000,000** (Indexed) in relation to the Community Development Trust Obligation; and
- (b) **£4,000,000** (Indexed) in relation to the Multi-Use Facilities Obligations,

in each case less any amount paid pursuant to the relevant SV Bond Obligations prior to the date of the relevant Bond Request or enforcement (as applicable).

"Multi-Use Facilities Obligations" means the obligations of SV as detailed in paragraph 5.3 of Schedule 1.

"Specialist Accountant" means a member of the Institute of Chartered Accountants in England and Wales with a minimum of 10 years' recent and relevant experience in the subject matter of the dispute.

"SV Bond" means a bond addressed (as applicable) to the ODA and the Council jointly as beneficiaries or to the Council or to the ODA in the form attached at Annexure 28 in relation to the SV Bond Obligations.

"SV Bond Obligations" means the Community Development Trust Obligation and the Multi-Use Facilities Obligations (each an **"SV Bond Obligation"**).

"Tangible Net Worth" means, on any date, the aggregate amount of the paid up share capital of the company body or entity (other than shares which are expressed to be redeemable) plus amounts standing to the credit of the share premium account and any capital redemption reserves plus or minus the aggregate amount standing in the company's, body's or entity's capital and revenue reserves (on a consolidated basis) as shown in the then latest financial statements:

- (a) adjusted to take account of any variation in that share capital account and share premium account since the date to which such accounts should have been made up;

- (b) deducting any amounts attributable to any intangible asset included as an asset in such accounts;
- (c) adding or deducting, as the case may be, any credit or any debit balance on the company's, body's or entity's consolidated profit and loss account attributable to the period up to the date on which the calculation falls to be made;
- (d) adding exchange gains and deducting exchange losses arising on consolidation accounted for through reserves in accordance with SSAP 20 (the statement of standard accounting practice 22 adopted by the Accounting Standards Board for application in the United Kingdom); and
- (e) excluding any minority interest arising on consolidation.

OPERATIVE PROVISIONS

1. FUTURE PROVISION OF A BOND

1.1 Provision of financial information

1.1.1 At any date falling after 1 January 2012 SV shall provide within 10 Working Days following a written request from the ODA or the Council:

- (A) details of the Tangible Net Worth and current credit rating for long term unsecured and non-credit enhanced debt obligations of both SV and (if applicable) each Holding Company of SV; or
- (B) (i) if applicable, details of any and all UK Government express written commitments or guarantees which have as their purpose or effect to ensure that obligations including the SV Bond Obligations will be performed; and
- (ii) details as set out in sub-paragraph (A) to the extent of any non-governmental interest, equity or control in SV and (if applicable) each Holding Company of any company holding a non-governmental interest, equity of or control in SV.

1.1.2 Subject to paragraph 3.1, at any date falling after 1 January 2012 LCR shall provide within 10 Working Days following a written request from the ODA or the Council:

- (A) details of the Tangible Net Worth and current credit rating for long term unsecured and non-credit enhanced debt obligations of both LCR and (if applicable) each Holding Company of LCR; or
- (B) (i) if applicable, details of any and all UK Government express written commitments or guarantees which have as their purpose or effect to ensure that obligations including the LCR Bond Obligations will be performed; and
- (ii) details as set out in sub-paragraph (A) to the extent of any non-governmental interest, equity or control in LCR and (if applicable)

each Holding Company of any company holding a non-governmental interest, equity of or control in LCR.

1.2 **Provision of a bond**

- 1.2.1 The provisions of this paragraph 1.2 apply to Bond Requests of both SV and LCR **PROVIDED THAT** subject to paragraph 3.1, LCR shall only be responsible for dealing with the provisions in relation to LCR Bond Obligations and SV shall only be responsible for dealing with the provisions in relation to SV Bond Obligations.
- 1.2.2 At any date falling after 1 January 2012 either the ODA or the Council (following consultation with the other) may deliver to SV and/or LCR (as applicable) a Bond Request, which Bond Request must detail:
 - (A) the SV Bond Obligations and/or (as applicable) LCR Bond Obligations to which the Bond Request relates;
 - (B) the value required for the requested SV Bond and/or (as applicable) LCR Bond, such amount to be no greater than the Maximum SV Bond Value and/or (as applicable) the Maximum LCR Bond Value; and
 - (C) the date by which the SV Bond and/or (as applicable) LCR Bond is to be put in place, which shall be no earlier than 25 Working Days after the date of the relevant Bond Request.
- 1.2.3 Within 30 Working Days of receiving a Bond Request, SV and/or (as applicable) LCR shall either:
 - (A) provide the SV Bond and/or (as applicable) LCR Bond for the amount stated in the Bond Request; or
 - (B) issue a Bond Challenge.
- 1.2.4 SV and/or (as applicable) LCR may only issue a Bond Challenge in respect of the applicable Bond Request if it confirms to the ODA or the Council (as applicable) that it reasonably believes that the Specialist Accountant would, in accordance with the criteria detailed at paragraph 2, determine that there is no reasonable requirement for an SV Bond and/or (as applicable) LCR Bond to be put in place.
- 1.2.5 Upon issuance of a Bond Challenge, the parties will, if both parties agree, enter into discussions regarding the requirement for an SV Bond and/or (as applicable) LCR Bond.
- 1.2.6 If, following discussions, and in any event after 10 Working Days from the issuance of a Bond Challenge, the parties cannot agree whether or not an SV Bond and/or (as applicable) LCR Bond is reasonably required, the question shall be referred to a Specialist Accountant for determination.
- 1.2.7 If the parties cannot agree upon the identity of the Specialist Accountant within 15 Working Days of the issuance of a Bond Challenge then either party may

request the President of the Institute of Chartered Accountants in England and Wales to nominate the Specialist Accountant at their joint expense.

- 1.2.8 The Specialist Accountant shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Bond Challenge in equal shares.
- 1.2.9 The Specialist Accountant will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 Working Days from the date of his appointment to act.
- 1.2.10 Notwithstanding paragraph 1.2.2, the ODA and the Council shall not both be entitled to make a Bond Request for the same SV Bond Obligations and/or LCR Bond Obligations (as applicable), but (subject to no bond being required for a figure in excess of the Maximum SV Bond Value or the Maximum LCR Bond Value (as applicable) a reasonable number of Bond Requests may be made in relation to different parts of an SV Bond Obligation and/or LCR Bond Obligation.

1.3 **Enforceability of the Bond**

- 1.3.1 Subject to paragraphs 1.3.2 and 3.1, the Council and/or the ODA (as applicable) may enforce an SV Bond or LCR Bond (in whole or in part) provided pursuant to this Schedule 8 **PROVIDED THAT** the total enforcement of the LCR Bond shall not result in any more than the Maximum LCR Bond Value being enforced and the total enforcement of the SV Bond shall not result in any more than the Maximum SV Bond Value being enforced.
- 1.3.2 Prior to enforcing any SV Bond or LCR Bond, the ODA and the Council shall consult with each other and in the event of any disagreement on the need to enforce the relevant bond, or the extent to which the relevant bond should be enforced, the matter shall be referred to the Expert for determination pursuant to clause 10 of this Agreement.

2. **BOND CHALLENGE CRITERIA**

- 2.1 The Specialist Accountant shall determine the requirement for an SV Bond to be put in place in accordance with paragraph 2.2 and the requirement for an LCR Bond to be put in place in accordance with paragraph 2.3.

2.2 **Bond Challenge criteria for an SV Bond**

- 2.2.1 An SV Bond will be required unless one or more of the following criteria are satisfied:
 - (A) SV is an Acceptable Company or a Holding Company of the SV entity subject to the applicable Bond Request is an Acceptable Company and such Holding Company provides a guarantee of SV's Bond Obligations to

the ODA and the Council in a form reasonably acceptable to the ODA and/or the Council (as applicable); or

- (B) SV or a Holding Company of the SV entity subject to the applicable Bond Request has a Tangible Net Worth of at least four times the value of the Bond Request; or
 - (C) in the opinion of the Specialist Accountant there are sufficient express UK Government written commitments or guarantees to provide a reasonable degree of certainty to the ODA and/or the Council (as applicable) that the SV Bond Obligations will be fully performed within the relevant timescales specified in this Agreement; or
 - (D) if during the period provided within any Bond Request for an SV Bond to be put in place pursuant to paragraph 1.2.2(C), a bond cannot be obtained or is not accessible in the bond market at a reasonable cost to SV being no more than 2% of the amount to be secured by the relevant SV Bond **AND PROVIDED THAT** SV shall within the period provided by the relevant Bond Request for provision of the SV Bond, provide such evidence as is reasonably required by the ODA and/or the Council (as applicable) that this sub-paragraph (D) applies.
- 2.2.2 For the purposes of the criteria detailed at paragraphs 2.2.1(A) and (B), should the shares, business or assets of the SV entity in question (including the SV Bond Obligations) have been transferred into another company(s) body(s) or entity(s) (the "**Purchasing Company**") then the criteria at paragraphs 2.2.1(A) and (B) shall be applied to the Purchasing Company in place of the Holding Company of the SV entity in question.

2.3 **Bond Challenge criteria for an LCR Bond**

- 2.3.1 Subject to paragraph 3.1, an LCR Bond will be required unless one or more of the following criteria are satisfied:
- (A) LCR is an Acceptable Company or, if in existence, a Holding Company of LCR is an Acceptable Company and such Holding Company provides a guarantee of LCR's Bond Obligations to the ODA and the Council in a form reasonably acceptable to the ODA and/or the Council (as applicable); or
 - (B) LCR or, if in existence, a Holding Company of LCR has a Tangible Net Worth of at least four times the value of the Bond Request; or
 - (C) in the opinion of the Specialist Accountant there are sufficient express UK Government written commitments or guarantees to provide a reasonable degree of certainty to the ODA and/or the Council (as applicable) that the LCR Bond Obligations will be fully performed within the relevant timescales specified in this Agreement; or
 - (D) if during the period provided within any Bond Request for an LCR Bond to be put in place pursuant to paragraph 1.2.2(C), a bond cannot be obtained or is not accessible in the bond market at a reasonable cost to LCR being no more than 2% of the amount to be secured by the relevant

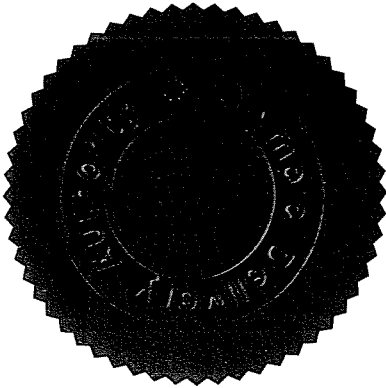
LCR Bond **AND PROVIDED THAT** LCR shall within the period provided by the relevant Bond Request for provision of the LCR Bond, provide such evidence as is reasonably required by the ODA and/or the Council (as applicable) that this sub-paragraph (D) applies.

- 2.3.2 For the purposes of the criteria detailed at paragraphs 2.3.1(A) and (B), should the shares, business or assets of LCR (including the LCR Bond Obligations) have been transferred into another company(s) body(s) or entity(s) (the "**Purchasing Company**") then the criteria at paragraphs 2.3.1(A) and (B) shall be applied to the Purchasing Company in place of the Holding Company of LCR.

3 **PROVISION OF A BOND BY LCR**

- 3.1 Notwithstanding that the obligations, covenants and undertakings on the part of LCR in this Schedule 8 in relation to the LCR Land are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and/or are covenants or undertakings in pursuance of section 16 of the 1974 Act, the parties agree that such obligations, covenants and undertakings on the part of LCR shall not be enforceable against LCR but that they shall be taken to be obligations and/or covenants and undertakings which are binding on the LCR Land as if such obligations and/or covenants and undertakings were given by LCR and (subject to clauses 2.9 and 2.10) such obligations and/or covenants and undertakings shall remain binding upon and be enforceable against any successors in title to or assigns of LCR and/or any person claiming through or under LCR an interest in the LCR Land (other than an LCR Group Company or Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the LCR Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by him **PROVIDED THAT** such planning obligations and/or covenants and undertakings on the part of LCR shall become enforceable against LCR upon the date any works are carried out on the LCR Land pursuant to the Third Planning Permission (except for works under the Third Planning Permission comprising:

- (i) construction works, infrastructure, transport and utility works including works to provide and prepare buildings and ancillary areas for use, in each case (a) for the purposes of the Games (but not for any purpose or use beyond 31 December 2014) and (b) carried out prior to the Games; and/or
- (ii) removal of temporary development not granted planning permission or otherwise permitted to remain beyond 31 December 2014; and/or
- (iii) construction arrangements post Games until 31 December 2014 to carry out repair or modification works directly related and limited to changes to the fit out of buildings and/or to the layout of ancillary areas in each case where buildings or areas have been built or made available for the purposes of the Games and in each case where such works are required for uses granted planning permission or otherwise permitted for use post Games and/or to remove works or development not permitted to remain post 31 December 2014 (and for the avoidance of doubt this sub-paragraph (iii) does not include or authorise construction of any new buildings or areas or any significant (as defined at the discretion of the ODA acting reasonable) new development).



(THE COMMON SEAL of THE OLYMPIC
(DELIVERY AUTHORITY was hereunto
(affixed in the presence of:

Authorised signatory

Authorised signatory

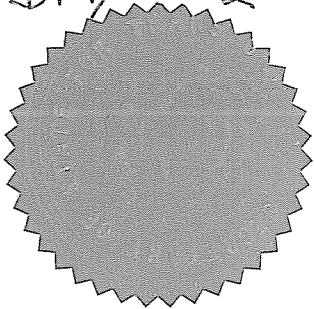


(THE COMMON SEAL of THE MAYOR
(AND BURGESSES OF THE LONDON
(BOROUGH OF NEWHAM was hereunto
(affixed in the presence of:

Authorised signatory

SEAL REF No.

DFT/3002



(THE CORPORATE SEAL of THE
(SECRETARY OF STATE FOR
(TRANSPORT was hereunto affixed
(in the presence of:

An Assistant Secretary

(EXECUTED as a DEED by LONDON &
(CONTINENTAL RAILWAYS LIMITED
(acting by:

Director

Director/Secretary

**EXECUTED as a DEED by STRATFORD
VILLAGE PROPERTY HOLDINGS 1
LIMITED acting by:**

)
)

Director

Director/Secretary

**EXECUTED as a DEED by STRATFORD
VILLAGE PROPERTY HOLDINGS 2
LIMITED acting by:**

)
)

Director

Director/Secretary

**EXECUTED as a DEED by STRATFORD
VILLAGE DEVELOPMENT (GP)
LIMITED acting as the general partner of
STRATFORD VILLAGE DEVELOPMENT
PARTNERSHIP:**

)
)
)
)
)

Director

Director/Secretary

**THE COMMON SEAL of TRANSPORT
FOR LONDON was hereunto
affixed in the presence of:**

)
)
)

Authorised signatory



Annexures

- 1a. Stratford City Site Plan
- 1b. Development Site
- 1c. Land Ownership Plan
- 1d. Land known as Temple Mills Link Stage Two
- 1e. Bridges 1 and 2
- 1f. Land known as Temple Mills Link Stage One
- 1g. ODA Landowner Option Land
- 1h. ODA Landowner Leasehold Land
- 1j. Step 2 Transfer Land
- 1k. Step 3 Transfer Land
- 1m. Step 4 Transfer Land
- 2. Parameter Plans 1 – 11 inclusive
- 3. HS1 Box
- 4. Not used
- 5. Third Planning Permission (Principal Application 3)
- 6. Wheelchair Housing Unit Bathroom Specification
- 7. Rail Safeguarding Diagram
- 8. Zones 3 and 5 PAR Details
- 9. Access Statement
- 10. Plot N11
- 11. Not used
- 12. Not used
- 13. Not used
- 14. Part 8 Plan
- 15. Construction Compound
- 16. Travel Plan Framework
- 17. Not used
- 18. Useable Condition

19. Shell & Core Standard
20. Transport Strategy
21. Not used
22. Form of Supplemental Deeds
23. Stratford Transport Implementation Group Operating Procedures
24. Stratford Travel Plan Group Operating Procedures
25. Design Review Panel Operating Procedures
26. Environmental Review Panel Operating Procedures
27. Consultative Access Group Operating Procedures
28. Form of Bonds

