

DATED 3 May 2018

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) TRANSPORT FOR LONDON

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**AGREEMENT**  
**RELATING TO LAND WITHIN THE QUEEN**  
**ELIZABETH OLYMPIC PARK BOUNDED TO**  
**THE WEST BY CITY MILL RIVER, TO THE EAST**  
**BY CARPENTERS ROAD, TO THE SOUTH BY**  
**THE LOOP ROAD AND MONTFICHET ROAD**  
**AND TO THE NORTH BY THORNTON STREET**  
**AND POOL STREET**

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THIS AGREEMENT is made on

3 May

2018

**BETWEEN:-**

- (1) **London Legacy Development Corporation** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA"); and
- (2) **Transport for London** of 55 Broadway, London SW1H 0BD ("TfL").

**WHEREAS:-**

- (A) The LPA has entered into an agreement pursuant to section 106 of the 1990 Act in respect of the development of the Site between (1) London Legacy Development Corporation; and (2) University College London ("UCL") dated 3 May 2018 ("**Section 106 Agreement**").
- (B) Pursuant to the Section 106 Agreement UCL is required to pay the TfL Contributions to the LPA to mitigate certain impacts of the Development. Pursuant to clause 5.2 of the Section 106 Agreement the LPA agrees, following receipt of the same, to pay the TfL Contributions to TfL. Accordingly the LPA is entering into this Agreement so as to satisfy its obligations under clauses 5.3 and 5.4 of the Section 106 Agreement.
- (C) TfL have agreed to enter into this Agreement so as to regulate the proper spending and administration of the TfL Contributions.

**IT IS AGREED** as follows:-

**1. INTERPRETATION**

- 1.1 All words and phrases defined in the Section 106 Agreement shall have the same meaning in this Agreement save where the context otherwise dictates.
- 1.2 In this Agreement the following expressions shall, unless the context otherwise states, have the following meanings:

"**TfL Contributions**" means the Bus Enhancements Contribution and the Bus Stops Contribution

**2. LEGAL BASIS**

- 2.1 The LPA enters into this Agreement pursuant to section 201 of the 2011 Act.
- 2.2 TfL enters into this Agreement pursuant to section 156 of the Greater London Authority Act 1999.

**3. CONDITIONALITY**

This Agreement is conditional upon and shall not take effect until either or both of the Bus Stops Contribution or the Bus Enhancements Contribution has been received by the LPA and thereafter paid by the LPA to TfL

**4. LPA'S COVENANTS**

As soon as reasonably practicable following its receipt of each of the Bus Enhancements Contribution and the Bus Stops Contribution the LPA covenants to pay the same on to TfL.

**5. TFL'S COVENANTS**

- 5.1 Following receipt of the TfL Contributions from the LPA TfL covenants and undertakes with the LPA to:-

- 5.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of TfL contained in this Agreement;
- 5.1.2 forthwith upon receipt to pay the TfL Contributions into an interest bearing deposit account, from which the relevant TfL Contribution together with its accrued interest can be identified from periodic statements until such time as such TfL Contributions (or any part thereof) are required for the purposes identified in Schedule 1 (Transport) of the Section 106 Agreement;
- 5.1.3 apply the TfL Contributions only for the purposes respectively for which the same were paid as specified in Schedule 1 (Transport) of the Section 106 Agreement PROVIDED THAT for the avoidance of doubt TfL will be entitled to treat any accrued interest as if it were part of the relevant principal sum paid by the LPA;
- 5.1.4 from time to time upon reasonable written request by the LPA (but not more frequently than once every 6 (six) months) to provide the LPA (as applicable) with a breakdown of expenditure from the TfL Contributions;
- 5.1.5 submit a report to the LPA every 12 (twelve) months which shall be included within the Review Report (as defined in the LCS S106 Agreement) submitted pursuant to paragraph 3 of Schedule 2 of the LCS S106 Agreement detailing the proposed and actual expenditure of the TfL Contributions as if all references in the LCS S106 Agreement to the Bus Service Enhancement Contribution included the Bus Enhancements Contribution and all references to the Bus Infrastructure Contribution included reference to the Bus Stops Contribution; and
- 5.1.6 return to the LPA any part of each of the Bus Enhancements Contribution and the Bus Stops Contribution and interest accrued thereon which remains unspent on the tenth anniversary of the date on which each is paid to the LPA.

**6. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**7. JURISDICTION AND LEGAL EFFECT**

- 7.1 This Agreement shall be governed by and interpreted in accordance with the law of England.
- 7.2 The provisions of this Agreement (other than this Clause 7.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

**8. EXECUTION**

The parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement.

**IN WITNESS** whereof the parties have executed this Deed the day and year first above written.

THE COMMON SEAL of THE LONDON )

LEGACY DEVELOPMENT CORPORATION )

was hereunto affixed in the presence of:



Authorised signatory

Executed as a deed by affixing the common )

seal of TRANSPORT FOR LONDON )

in the presence of: )



Authorised signatory