

DATED

25th November

2024

VASTINT UK B.V.

TO

LONDON LEGACY DEVELOPMENT CORPORATION

**UNILATERAL UNDERTAKING PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND RELATING TO BUILDING 85, SUGAR HOUSE
LANE STRATFORD E15 2RB PLANNING REFERENCE 21/00193/FUL**

THIS DEED OF UNDERTAKING is made the 25th day of November 2024

BY

- (1) **VASTINT UK B.V.** a company incorporated in Amsterdam under the laws of the Netherlands with Trade Register number 34363986 and whose registered office address is at Hettenheuvelweg 51, NL1001 BM, Amsterdam Zuidoost, Netherlands ("**Developer**")

TO

- (2) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, London E20 1JN ("**LLDC**").

BACKGROUND

- (A) For the purposes of the TCPA 1990, LLDC is the local planning authority for the area (under powers assumed from the LTGDC in September 2012) in which the Site is situated and the person who is entitled to enforce the obligations contained in this Deed.
- (B) The Developer is the freehold owner of the Site free from encumbrances that would prevent the Developer from entering into this Deed.
- (C) On 27 September 2012, LTGDC granted the Hybrid Planning Permission to authorise the redevelopment of land off High Street, Stratford, east of the River Lea Navigation and west and north of the Three Mills Wall River, for a comprehensive mixed use scheme following the demolition of existing buildings, (not including Building 85 which was shown as being retained on the redevelopment plans authorised by the Hybrid Planning Permission) known as Sugar House Island.
- (D) The 2012 Agreement was entered into in connection with the Hybrid Planning Permission.
- (E) LLDC granted planning permission for demolition of Building 85 in March 2019 (reference 18/00401/FUL) and Building 85 has subsequently been demolished.
- (F) The Developer submitted the Application to LLDC in July 2022 and on 25 April 2023 LLDC's planning committee resolved to grant the Permission subject to completion of this deed.
- (G) The Developer is entering into this Deed with the intention that the obligations contained herein may be enforced by LLDC against the Developer and its successors in title.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Deed:

2012 Agreement: means the s106 agreement dated 27 September 2012 and entered into between LTGDC and Landprop Holding BV;

Application: means the application for full planning permission for the Development which has been allocated reference number 21/00193/FUL;

Building 85: means the building previously located on the Site which was demolished under permission 18/00401/FUL;

Commencement: means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Deed and for no other purpose) operations consisting of demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, noise attenuation works, diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services, the erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "**Commence**" and "**Commenced**" shall be construed accordingly;

Commercial Units: means any of the Class E(a) units constructed at the Site pursuant to the Permission;

Completion: means completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development;

Development: means the construction on the Site of a building falling within Use Class E (a) and (g) at ground floor and Use Class E (g) at first and second floor of the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020 as well as the provision of hard and soft landscaping;

District Heating Network: means the Olympic Park district heating network which it is intended will supply energy to the Sugar House Island development;

Force Majeure: means fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action, decree of Government, unforeseen exceptional site or ground conditions or other unforeseen exceptional event, cause or circumstance outside the reasonable control of Vastint including a pandemic, endemic, its contractors or agents, and which adversely affects its ability to perform any obligation relating to any matters provided for in this Deed **PROVIDED THAT** the same could not reasonably have been avoided or provided against by the Owner their contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against to reduce any delay so far as reasonably practicable;

Growth Boroughs: means together the London Borough of Barking and Dagenham, the London Borough of Greenwich, the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function;

Hybrid Planning Permission: means planning permission reference: 12/00336/LTGOUT/LBNM (as amended) granted by LTGDC on 27 September 2012;

Local Labour and Business Schemes: means established careers development programmes run or supported by LLDC, the Growth Boroughs or partner organisations;

Local Labour Monitoring Report: means a report detailing for the previous calendar year how the Development has met the Local Labour and Local Business obligations in this Deed during the construction period, including but not limited to:-

- (a) the number of job vacancies arising from the Development which have been advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs
- (b) the number of job vacancies arising from the Development which have been filled pursuant to the advertisements in Local Labour and Business Schemes and job centres in the Growth Boroughs;
- (c) the percentage of construction and end-use jobs which have been provided as apprenticeships;
- (d) the percentage of construction and end-use jobs filled by persons living in the Growth Boroughs; and
- (e) confirmation that the London Living Wage is promoted for all construction jobs;

London Living Wage: means the minimum amount (currently £13.85) of pay per hour that all workers in London should receive, as published from time to time by the GLA;

LTGDC: means the London Thames Gateway Development Corporation;

Occupy: means occupation of any part of the Site for its proposed uses pursuant to the Permission excluding occupation for the purposes of construction and/or fitting out and "Occupation" shall be construed accordingly;

Permission: means the planning permission granted pursuant to the Application;

Public Access Plan: means the plan attached at Annex B to this Deed labelled 'Public Access Plan';

Publicly Accessible Areas: means the routes through the Development to which the public will have permissible access as shown for the purposes of identification only hatched green on the Public Access Plan;

Site: means the land known as Building 85, Sugar House Lane, Stratford E15 2RB, registered at HM Land Registry (together with other land) under the Title Number and shown edged red on the Site Plan;

Site Plan: means the plan attached at Annex A to this Deed labelled 'Site Plan';

TCPA 1990: means the Town and Country Planning Act 1990 (as amended);

Title Number: means title number EX17976; and

Working Day: means a day (other than a Saturday, Sunday or Public Holiday) in England when banks in London are open for business and "**Working Days**" shall be construed accordingly.

- 1.2 Clause headings shall not affect the interpretation of this Deed.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other gender.
- 1.7 A reference to any party shall include that party's personal representatives, successors in title or permitted assigns and in the case of LLDC the successors to its respective statutory functions.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force at the date of this Deed.
- 1.9 A reference to a statute or statutory provision shall include any subordinate legislation made as at the date of this Deed under that statute or statutory provision.
- 1.10 A reference to 'writing' or 'written' does not include faxes or e-mail.
- 1.11 A reference to "**this Deed**" or to any other agreement or document referred to in this Deed is a reference to this Deed or such other document or deed as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.
- 1.12 References to clauses, plans, schedules and appendices are to the clauses, plans, schedules and appendices of this Deed.
- 1.13 An obligation in this Deed on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.14 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. STATUTORY PROVISIONS

- 2.1 This Deed constitutes a planning obligation for the purposes of Section 106 of the TCPA 1990, Section 111 of the Local Government Act 1972, and Section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of Section 106 of the TCPA 1990 and so far as they relate to the Site are entered into by the Developer with the intention that they bind all the interests held by them in the Site and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this Deed are enforceable by LLDC in accordance with Section 106 of the TCPA 1990.
- 2.4 All references to LLDC shall include its successors to the functions of the local planning authority for the area where the Site is located.

3. COMING INTO EFFECT OF THIS DEED AND CONDITIONALITY

- 3.1 Subject to clause 3.2, the covenants, restrictions and obligations created by this Deed shall take effect on the date hereof.
- 3.2 The obligations contained in the Schedule to this Deed are conditional on the LLDC granting the Permission and Commencement of the Development.
- 3.3 Following Commencement of the Development the 2012 Agreement shall no longer be of effect in relation to the Site.

4. COVENANT TO LLDC

The Developer covenants with LLDC to observe and perform the planning obligations contained in the Schedule to this Deed.

5. RELEASE

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed in so far as they relate to the Site after parting with all of its interest in that Site, except in respect of any breach subsisting prior to parting with such interest(s).

6. DETERMINATION OF DEED

The obligations in this Deed shall cease to have effect if the Permission is modified or revoked other than at the request of the Developer.

7. LOCAL LAND CHARGE

This Deed is a local land charge and the LLDC shall refer it to the London Borough of Newham for registration on the local land charges register.

8. OWNERSHIP

- 8.1 Until the planning obligations contained in the Schedule to this Deed have been fully complied with, the Developer will give to LLDC within 14 (fourteen) Working Days, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Site:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of.

9. FUTURE PERMISSIONS

Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any other planning permission other than the Permission.

10. THIRD PARTY RIGHTS

No person other than a party to this Deed, and their respective successors and permitted assigns, shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

11. SEVERANCE

11.1 If any court or competent authority finds that any provision of this Deed (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Deed shall not be affected.

11.2 If any invalid, unenforceable or illegal provision of this Deed would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

12. GOVERNING LAW AND JURISDICTION

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England.

SCHEDULE

PLANNING OBLIGATIONS

The Developer covenants and undertakes to LLDC as follows:

1. PUBLIC ACCESS

- 1.1 To allow permissive public pedestrian and cycle access to the Publicly Accessible Areas at all times provided always that such permissive public access shall be subject to:
- (a) Force Majeure emergency or restricted access to any area for other reasons of public safety or public order;
 - (b) The requirement to carry out maintenance cleaning renewal repair and/or any other necessary or required works to the area;
 - (c) Occasional temporary closure of any area for sufficient time to assert rights or proprietorship and/or preventing public or private rights from coming into being by means of prescription or other process of law;
 - (d) The installation of any necessary or required street furniture landscaping and signage in any area;
 - (e) The temporary use of any area for the holding of public events;
 - (f) The non-permanent use of any area for tables chairs and signage associated with any of the Commercial Units provided that such use or signage does not unduly obstruct the public's ability to pass or repass along the Publicly Accessible Areas or any highways and/or:
 - (g) Any other circumstances that LLDC may reasonably agree.

2. ENERGY

- 2.1 Not to Occupy or permit Occupation until the Development is connected to the District Heating Network or until an alternative heating proposal has been approved in writing by LLDC.
- 2.2 Subject to Paragraph 2.1 to retain the connection to the District Heating Network for the life of the Development unless replaced by more modern technology that achieves at least the same environmental benefit or reduction in carbon emissions as the District Heating Network as set out in the Energy Statement submitted as part of the Application or unless otherwise agreed in writing by LLDC.

3. LOCAL EMPLOYMENT AND TRAINING

- 3.1 The Developer shall introduce Our Newham Work to site contractors (in respect of construction vacancies and jobs arising from the construction of the Development) and its tenant(s) and any sub-tenants (in respect of vacancies and jobs within the Development) and will request that they support the following aspirational targets:
- (a) at least 50% (fifty per cent) of the workforce are from a black, Asian or minority ethnic background;
 - (b) at least 50% (fifty per cent) of the construction workforce are to be women;
 - (c) at least 5% (five per cent) of the construction workforce are to be disabled;
 - (d) all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;

- (e) Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- (f) the recruitment of persons living in the Growth Boroughs accounts for 25% (twenty five per cent) of the construction jobs arising from the Development;
- (g) the recruitment of persons living in the Growth Boroughs accounts for a minimum of 25% (twenty-five per cent) of the end-use jobs in the Development;
- (h) the London Living Wage is paid for all construction jobs at the Development;
- (i) the London Living Wage is promoted for all end-use jobs at the Development; and
- (j) work-based learning opportunities are provided at the Development, including:
 - (i) not fewer than one construction job(s) at the Development shall be apprenticeships which shall be prioritised for persons living in the Growth Boroughs; and
 - (ii) not less than 5% (five per cent) of all end-use jobs at the Development shall be apprenticeships, 50% (fifty per cent) of which shall be persons living in the Growth Boroughs;

to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

- 3.2 The Developer shall within 1 (one) month of the first anniversary of Commencement of the Development and annually thereafter, until the date falling 5 (five) years following Completion of the Development, submit to the LPA for approval the Local Labour Monitoring Report.

This document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a Deed on behalf of VASTINT UK B.V. by

RICHARD LAM.

23 November
pursuant to a Power of Attorney dated ~~24 January~~ 2024

in the presence of:

Richard Lam

Signature of Attorney

Rosemary Swallock.....Signature of Witness

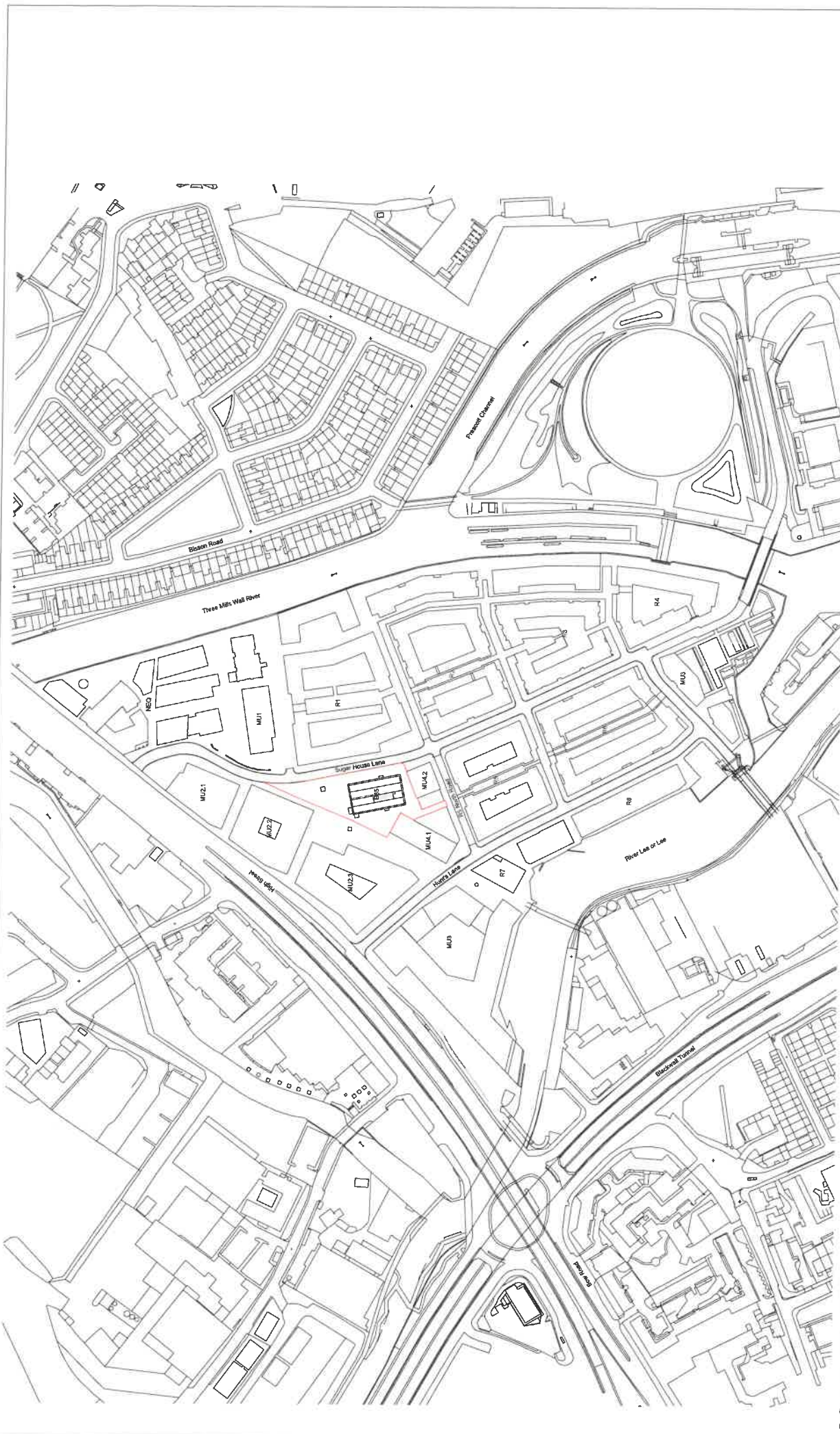
ROSEMARY
.....SWALLOCK..... Name

135 HIGH ST..... Address

LONDON E15 2RB

Annex A

Site Plan



00 Proposed Site Location Plan
Scale - 1:1250



PLANNING CLARIFICATION - ENTRANCE DESIGN
 PZ2 Planning Submission
 PZ1 Planning Submission
 Rev. CHL

SLW 22.03.23 AGB
 AGB 06.01.21 TNT
 By CHL CHL

Scale 1:1250
 0 10 20 30 40 50 M

Site Boundary

A1 Client



Project: Sugar House Island
 BBS
 Precinct: Site Location Plan
 Scale: 1:1250 @ A1
 Date: 22.03.23
 SHEET: CTB5-ARC-ZZ-DR-01.10

JLB No. 33049
 Drawn By: SLW
 Checked By: ACD
 PZ2

Casey Jones
 Chapman Tolcher
 1100 Walnut Street
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PLANNING

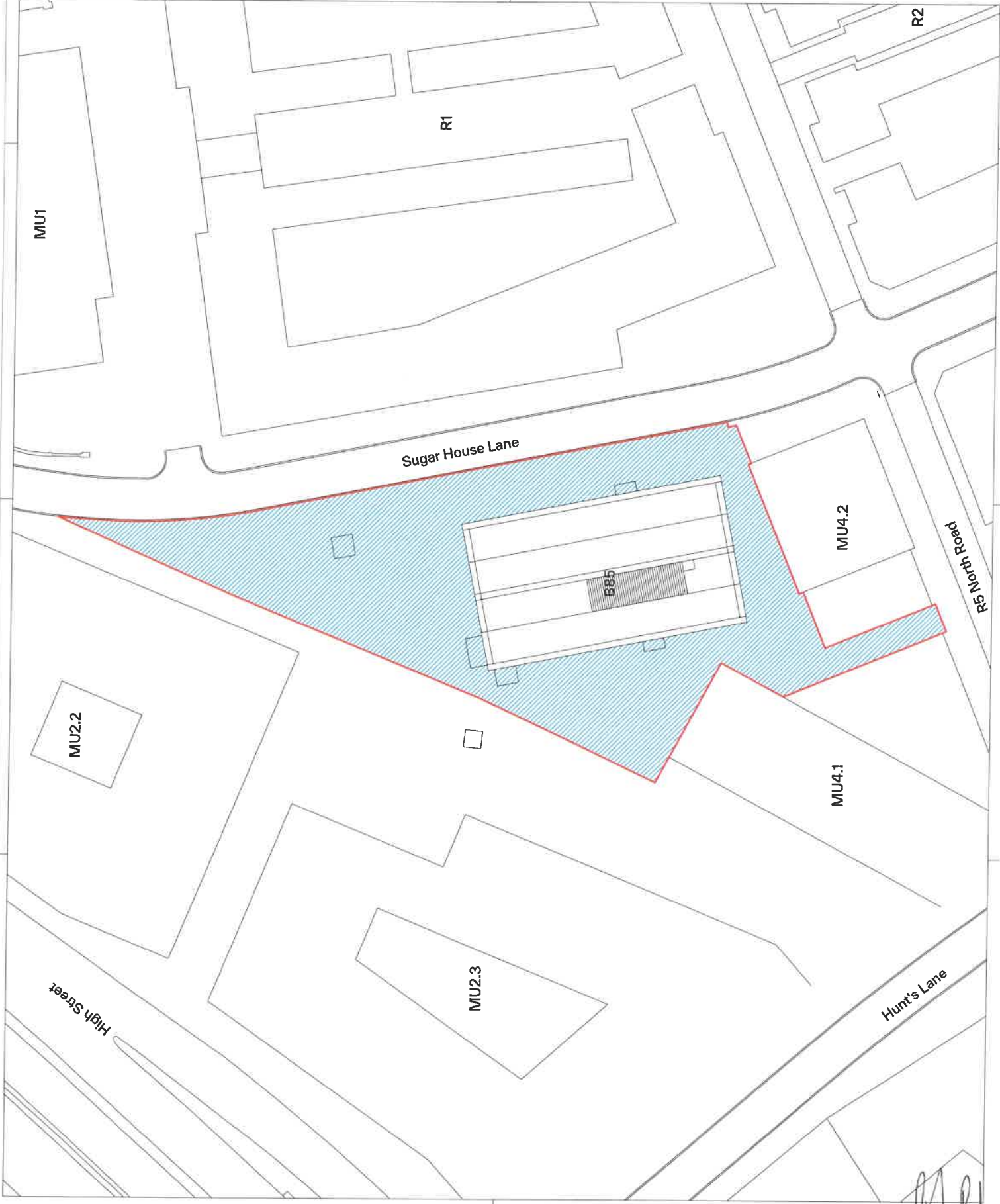
Handwritten initials/signature

Annex B

Public Access Plan

AS RL

-  Public Space
-  Site Boundary



Revisions

No. Description

Date

SUPERVENE

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Notes:

1. Do not make drawings
2. Check every dimension prior to construction
3. All work to be done in accordance with the Building Regulations
4. This drawing is to be used in conjunction with all relevant documents and drawings

Client: **Sugar House Island B85**

Job Title: **Sugar House Island B85**

Project Number: **2415**

Drawing Title: **Public Access Diagram**

North

Revision: **1**

Drawn By: **AW/ARC-001**

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AS RL