

DATED 28 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) FCD (ROTHBURY) LTD

PLANNING OBLIGATION BY AGREEMENT

**MADE PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY
PLANNING ACT 1990**

AND ALL OTHER POWERS ENABLING

relating to 55-69 Rothbury Road, London, E9 5HA



Pinsent Masons

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THIS AGREEMENT is made on

28 November

2024

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square Stratford, London E20 1JN (the "LPA");
- (2) **FCD (ROTHBURY) LTD** (Company No 14486332) of 30 St George Street, London, England, W1S 2FH (the "Owner")

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Number LN66978 as shown on Plan 1.
- (C) The Planning Application was validated by the LPA on 31 July 2023.
- (D) On 4 June 2024 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Agreement (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions have the following meanings:-

"1990 Act"	means Town and Country Planning Act 1990
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"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 Agreement and for no other purpose) operations consisting of demolition site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in

	respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and " Commence " and " Commenced " shall be construed accordingly
" Commencement Date "	means the date upon which the Development is Commenced
" Completed "	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 and " Complete " and " Completion " shall be construed accordingly
" Comply "	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance ", " Complied " and " Complying " shall be construed accordingly
" Condition "	means a condition of the Planning Permission
" Consent "	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
" Council "	means the London Borough of Tower Hamlets and its successor in function
" Council's Area "	means the administrative area of the Council
" Developer "	shall have the meaning ascribed to it in Clause 1.2.7
" Development "	means the development of the Site and all other operations and/or works authorised by the Planning Permission
" 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)
" Expert "	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
" First Occupation "	means first Occupation of the Development or any part thereof and " First Occupy " shall be construed accordingly
" Growth Boroughs "	means the London Boroughs Newham, Waltham Forest, Tower Hamlets or Hackney
" Highway Authority "	means the Council and/or TfL (as applicable) or their successors in function
" Index "	means the All-in Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published or if the

	LPA in its discretion considers more appropriate, such alternative index agreed by the LPA and the Developer
"Indexed"	means in relation to any sum that it is to be increased in accordance with Clauses 14.2 and 14.3
"Interest"	means interest at 4% above the base lending rate of Barclays Bank Plc from time to time
"Masterplan Outline Consent"	means the outline planning permission given application reference 16/00166/OUT and granted on 18 March 2019
"Occupy"	"Occupied" and "Occupation" means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word "Party" shall mean any one of them
"Plan 1"	means the plan attached at Appendix 1 of this Agreement showing the Site
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 23/00300/FUL by the LPA for the demolition of existing structures and construction of ground plus 7 storey building comprising hotel (Class C1) and ground floor commercial uses (Class E), with associated landscaping, cycle parking, and plant and associated works
"Planning Permission"	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application
"Preparatory Works"	means the following enabling works: <ul style="list-style-type: none"> (a) archaeological investigations (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions (c) site clearance (d) the erection of hoardings or other means of enclosure for site security operations

	(e)	(so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development
	(f)	(so far as is necessary) the creation of temporary access to the Site, and
	(g)	(so far as is necessary) the diversion of services
"Reasonable Endeavours"		means that it is agreed by the Parties that the Developer 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 the Developer 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 may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development)
"Requisite Consents"		means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Shell and Core"		means constructed to shell and core finish as that expression is understood in the commercial development industry
"Site"		means the land shown edged red on Plan 1
"Substantial Implementation"		means Commencement of Development has occurred in addition to the following: <ul style="list-style-type: none"> (a) the Preparatory Works have been completed; and (b) construction up to the 1st floor of the Development have been completed and "Substantially Implement" and "Substantially Implemented" shall be construed accordingly
"TfL"		means Transport for London or its successor in function
"Utility Undertaker"		means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
"Working Day"		means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Recital is to a Recital to this Agreement; and
- (e) Plan, is to a plan annexed to this Agreement as an Appendix;

1.2.2 references to any statute or statutory provision include references to:-

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;

1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site include any part of it;

1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.7 subject to Clauses 2.4, 2.6 and 2.7 references to the Developer in this Agreement include:-

- (a) the Owner
- (b) persons deriving title from the Owner; and
- (c) the Owner's successors, assigns, transferees;

1.2.8 references to the LPA include its successor bodies in function;

1.2.9 "including" means "including without limitation";

1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;

- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court, public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

- 1.7 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.

2. **EFFECT OF THIS AGREEMENT**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011, and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA 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 LPA.

- 2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker; or
- 2.4.1 individual occupiers or lessees of individual units of Workspace (as defined in **Error! Reference source not found.**) who are in physical Occupation of such units; and
- 2.4.2 individual occupiers of the rooms in the Hotel (as defined in Schedule 6) who are in physical Occupation of such rooms.
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 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 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 Site or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 (or section 73B when in force) of the 1990 Act to any variation or release of any Condition or if any Condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential

amendments are required to this Agreement to reflect the impact of the section 73 application (or section 73B application as the case may be) and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. CONDITIONALITY

3.1 This Agreement is conditional upon:-

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

save for the provisions of this Clause 3 and Clauses 1.7, 4.1.1 (to the extent the obligations, covenants and undertakings are pre-Commencement of Development), 4.1.2 to 4.1.4, 6, 9, 11, 13, 16, 17 which shall come into effect immediately upon completion of this Agreement.

4. THE DEVELOPER'S COVENANTS WITH THE LPA

4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:-

4.1.1 perform and Comply with, and procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;

4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case; and

4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will pay to the Developer such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest (if any).

5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 to 5.4 shall cease to apply in respect of those monies.

5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

6. NOTICES

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-

6.1.1 if delivered by hand, the next Working Day after the day of delivery; and

6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 9
5 Endeavour Square
Stratford
London
E20 1JN

For the attention of: Anthony Hollingsworth

Owner:

Address: Frank Capital
30 St George Street
London W1S 2FH

For the attention of: Natasha El Shazly

6.3 Any notice or other written communication to be given by the LPA shall be deemed valid and effectual if on its face it is signed on behalf of the LPA by an officer or duly authorised signatory.

7. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.

7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8. **VERIFICATION AND ENFORCEMENT**

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least 5 (five) Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and Complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. **DISPUTE RESOLUTION**

9.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

9.2 The Notice must specify:-

9.2.1 the nature, basis and brief description of the Dispute;

9.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

9.2.3 the proposed Expert.

9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**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.

- 9.5 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 20 (twenty) Working Days from the date of his appointment to act.
- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) 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 (five) Working Days in respect of any such submission and material.
- 9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 9.7.1 if such Dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
 - 9.7.2 if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - 9.7.3 if such Dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
 - 9.7.4 if such Dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

11. **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 this Agreement.

12. **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.

13. **THE LPA'S COSTS**

The Owner agrees that it will on completion of this Agreement pay the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement).

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

14.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date the payment or financial contribution was agreed (which shall be the date of this Agreement or (if specified) the date of the Masterplan Outline Consent) until the date such sums are paid (unless otherwise stated in this Agreement).

14.3 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 the date the payment or financial contribution was agreed until the date the sum or value falls to be considered or applied.

15. INTEREST

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

16. JURISDICTION AND LEGAL EFFECT

16.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

17. 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.

SCHEDULE 1

TRANSPORT

1. DEFINITIONS

"Blue Badge Space"	means one (1) on-street blue badge space to be provided Off Site as shown on Plan 2 to be provided with an active rapid charge electric vehicle charging point and made available by the Developer for use by occupants of and visitors to the Development who are blue badge holders pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 and provided in accordance with this Schedule
"Bus Network Contribution"	means the sum of £21,256 (Indexed from the date of the Masterplan Outline Consent) which shall be used by the LPA towards the enhancement of the bus network in proximity to the Site
"Car Parking Delivery and Management Strategy"	means a strategy for the delivery and management of the Blue Badge Space and Loading Bay to include (but not be limited to) details of:- (a) the layout and location of the Blue Badge Space and Loading Bay (b) the timescale for the delivery of the Blue Badge Space and Loading Bay (c) the process for the review of the effectiveness of the strategy and the inclusion of any required amendments
"Highway Agreement"	means an agreement with the relevant Highway Authority under s.278 and/or s.38 of the Highways Act 1980
"Highway Contribution"	means the sum of £32,803 (Indexed from the date of the Masterplan Outline Consent) which shall be used by the LPA towards local public realm, connectivity and wayfinding in the area immediately surrounding the Site
"Highway Works"	means:- (a) the retention of one (1) existing street tree (b) delivery of the Blue Badge Space (c) delivery of the Loading Bay (d) upgrade and repairs to the footpath as shown indicatively on Plan 2
"LLDC CTMG "	means the LLDC Construction Transport Management Group responsible for the implementation of the LLDC Construction Transport Management Plan which directs the way in which construction transport is managed, governed and delivered within

the LLDC area and controlling the demolition and construction noise and vibration and dust impacts

"LLDC CTMG Contribution" means the sum of £30,000 (Indexed) which shall be used by the LPA towards the monitoring of highway safety and construction works and administration of the LLDC CTMG

"Loading Bay" means the on-street loading bay to be provided Off Site as shown on Plan 2 in accordance with this Schedule

"Plan 2" means the plan attached at Appendix 1 of this Agreement showing the Blue Badge Space, the Highway Works and the Loading Bay

2. CAR PARKING DELIVERY AND MANAGEMENT STRATEGY

2.1 Prior to the Occupation of the Development the Developer shall submit the Car Parking Delivery and Management Scheme (prepared in consultation with the Highway Authority) and obtain approval of the LPA.

2.2 The scheme approved in accordance with paragraph 2.1 (as may be amended from time to time in accordance with its review and amendment process) (shall thereafter be delivered for the lifetime of the Development.

3. HIGHWAY WORKS

3.1 Prior to the Occupation of the Development the Developer shall enter into a Highway Agreement with the Council for the provision of the Highway Works.

3.2 The Highway Works shall be completed in accordance with the Highway Agreement and completed no later than the Occupation of the Development.

3.3 The Highway Works shall thereafter be maintained in accordance with the Highway Agreement.

4. HIGHWAY CONTRIBUTIONS

4.1 The Developer shall pay the following contributions to the LPA prior to the Commencement of Development:-

4.1.1 Highway Contribution;

4.1.2 Bus Network Contribution;

4.1.3 LLDC CTMG Contribution,

and no Development shall be Commenced until the contributions in 4.1.1 – 4.1.3 have been paid to the LPA.

5. LLDC CONSTRUCTION TRANSPORT MANAGEMENT GROUP

5.1 With effect from the date of this Agreement the Developer shall:-

5.1.1 notify the LLDC CTMG of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

- 5.1.2 if invited to attend meetings of the LLDC CTMG, send one or more representatives to such meetings; and
 - 5.1.3 provide such information to the LLDC CTMG as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.
- 5.2 The obligation in paragraph 5.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

SCHEDULE 2

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plan
"Monitoring Period"	means the period of time starting from six (6) months after First Occupation until five years after First Occupation
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Plan"	means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule
"Travel Plan Monitoring"	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked (b) monitoring of the usage of the car parking which is available for use in the Development and (c) monitoring of the usage of cycle parking facilities by residents of, visitors to, and employees of, the Development
"Travel Plan Monitoring Contribution"	means the sum of £10,000 (Indexed) to be applied towards the monitoring of the Travel Plan
"Travel Plan Monitoring Officer"	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Monitoring Report"	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include:- (a) details of trip generation rates (b) details of mode share and change in mode share over time

- (c) details of how effectively the Travel Plan has operated within the previous period
- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met or are unlikely to be met) a proposed revision to the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means initially the period of six (6) months commencing on First Occupation of the Development and thereafter annually on a rolling basis

2. TRAVEL PLAN

2.1 Prior to the Occupation of the Development the Developer shall:-

- 2.1.1 submit and obtain the LPA's approval to a Travel Plan;
- 2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-

- 2.2.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <https://tfl.gov.uk/info-for/urban-planning-and-construction/transport-assessment-guide/travel-plans> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.2.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.2.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
- 2.2.4 contain measures aimed at:-
 - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
 - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and

- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

2.3 The Developer shall implement the approved Travel Plan during the lifetime of the Development and shall include provisions in any lease or licence of any Workspace requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

2.4 No Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

3. TRAVEL PLAN MONITORING

3.1 Prior to the Occupation of the Development to pay to the LPA the Travel Plan Monitoring Contribution.

3.2 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

3.3 During the Monitoring Period the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

3.4 Prior to the submission of a report referred to in paragraph 3.3 the Developer shall agree the structure of that report with the LPA.

3.5 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

4. MODAL SPLIT TARGETS

4.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved or are unlikely to be achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.

4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or are unlikely to be achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 3

EMPLOYMENT AND TRAINING

1. DEFINITIONS

"Inclusive Economy Contribution"	means £75,000 (Indexed) to be paid to the LPA towards inclusive economy, education, employment and skills programmes the vicinity of the Development including Build East, Good Growth Hub and East Education which facilitate local apprenticeships, work placement schemes and measures towards encouraging local employment
"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London
"Local Labour and Business Schemes"	means the following schemes:- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and (b) in the Council's Area – the scheme known as Skillsmatch
"London Living Wage"	means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA

2. LOCAL LABOUR AND LOCAL BUSINESS

- 2.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to ensure that:-
- 2.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;
 - 2.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
 - 2.1.3 the recruitment of persons living in the Growth Boroughs accounts for 25% of the construction jobs arising from the Development;
 - 2.1.4 the recruitment of persons living in the Growth Boroughs accounts for at least 25% of the end-use jobs at the Development;
 - 2.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
 - 2.1.6 the London Living Wage is promoted for all end use jobs at the Development; and

2.1.7 work-based learning opportunities are provided at the Development, including not less than four (4) apprenticeship opportunities during construction,

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

3. INCLUSIVE ECONOMY CONTRIBUTION

3.1 Prior to First Occupation of the Development the Developer shall pay the Inclusive Economy Contribution to the LPA.

3.2 The Development shall not be Occupied unless and until the Inclusive Economy Contribution has been paid to the LPA.

SCHEDULE 4

NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

1. **DEFINITIONS**

"National Considerate Constructors Scheme" means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people

2. **NATIONAL CONSIDERATE CONSTRUCTORS SCHEME**

The Developer covenants to:-

- 2.1 comply with the National Considerate Constructors Scheme during the construction of the Development;
- 2.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 2.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 2.1 and 2.2 of this Schedule.

SCHEDULE 5

COMMUNITY INVESTMENT PROGRAMME AND FUND

1. DEFINITIONS

- "Community Investment Fund Contribution"** means the sum of £75,000 (Indexed) to be paid to the LPA towards the funding of the Community Investment Programme
- "Community Investment Programme"** means a community investment programme that sets out how the local community will benefit from the Development and how the Development will provide opportunities for charities, community groups and social enterprise groups that aim to improve people's quality of life which shall as a minimum include:-
- (a) details of the location, indicative timetables and duration of events and opportunities
 - (b) setting up a panel (the "**Panel**") which will meet a minimum of three times per year and which includes key stakeholders and members of the community to input into the strategy and delivery for the allocation of the Community Investment Fund Contribution
 - (c) details of the Public Access Areas including (but not limited to):
 - (i) in respect of the Workspace Area:
 - (1) set up of the space, including: the details of screens/projectors, number of desks, break out rooms/meeting rooms;
 - (2) management of the Workspace Area, including details of how the local community can secure membership to ensure priority;
 - (3) how the Owner will ensure that the Workspace Area is prioritised for use by the local community;
 - (4) the local charities, organisations and the local community the Owner has engaged with to ensure the Workspace Area is marketed for local use
 - (ii) in respect of the Public Access Areas:
 - (1) how the Owner will ensure that the Public Access Areas will be secured for use by the local community and how the Owner will develop long term working

relationships with the local organisations to promote their use

(2) the methods the Owner will use to publicise and market the Public Access Areas

(3) how the Owner will engage with the Panel so that it is kept fully up to date as to the availability and use of the Public Access Areas, including a strategy for periodic review and reporting

(d) commitment to engage with local charities, organisations and the local community, including Hackney Wick Football Club, Creative Wick and The Hackney Wick and Fish Island Community Development Trust to present opportunities/career paths in real estate and related subjects (e.g. sustainability)

(e) commitment to engage with local charities, organisations and the local community during construction to explain/demonstrate the process with links back to the curriculum i.e. real-life application of skills/understanding in science.

(f) creation of a mentoring, tutoring and co-initiative programme to support young people in the local community

(g) assistance in the creation of a programme of volunteering

(h) providing opportunities for work experience at the Development

(i) how the Community Investment Fund Contribution will be used to maximise the long term social, environmental and cultural legacy of the scheme and shall be allocated by the Panel to support local environmental, cultural and social value initiatives that benefit the local community. The Panel will be responsible for decision making on the funding allocation to agree timescales and strategic approach to deliver the community benefits, and

(j) details of how the strategy will be monitored and amended if necessary to ensure that a successful community investment programme is delivered

“Concept Store”

means the ground floor area that shall be made available to the public free of charge and accessible seven days a week in accordance with the Community Investment Programme as indicatively shown shaded orange on Plan 3

- "Plan 3"** means the plan attached at Appendix 1 of this Agreement showing the Concept Store and Workspace Area
- "Plan 4"** means the plan attached at Appendix 1 of this Agreement showing the Roof Terraces at level 6
- "Plan 5"** means the plan attached at Appendix 1 of this Agreement showing the Roof Terraces at level 7
- "Public Access Areas"** means the Concept Store, Workspace Area and Roof Terraces to be provided as part of the Development for the benefit of the local community free of charge and to be made available seven days a week in the case of the Concept Store and Workspace Area and to be made available in accordance with the Community Investment Programme approved in accordance with Schedule 5 in the case of the Roof Terraces
- "Roof Terraces"** means the roof terraces at levels 6 and 7, including the internal floor space on level 6, that shall be made available to the public free of charge and accessible on a programmed basis in accordance with the Community Investment Programme as shown shaded blue on Plans 4 and 5
- "Workspace Area"** means the 55sqm designated Class E flexible workspace that shall be made available to the public free of charge and accessible seven days a week in accordance with the Community Investment Programme and as indicatively shown shaded blue on Plan 3

COMMUNITY INVESTMENT PROGRAMME

- 2.1 Prior to First Occupation of the Development the Developer shall submit and obtain the LPA's approval in writing to the Community Investment Programme *and pay the Community Investment Fund Contribution.*
- 2.2 First Occupation of the Development must not take place until the Community Investment Programme has been approved in writing by the LPA.
- 2.3 The Developer shall on an annual basis until the date which is five years following First Occupation of the Development:-
- 2.3.1 review the effectiveness of the Community Investment Programme; and
- 2.3.2 submit to the LPA a report detailing the effectiveness and outputs of the Community Investment Programme and any proposed amendments thereto.
- 2.4 The Developer shall thereafter implement the approved Community Investment Programme (as may be amended in accordance with paragraph 2.3.2 of this Schedule) for the lifetime of the Development.

SCHEDULE 6

OPERATIONAL MANAGEMENT

1. DEFINITIONS

- "Application Operational Management Plan"** means the operational management plan prepared by Infinite dated 14 May 2024 submitted as part of the Planning Application
- "Hotel"** means the 101-bedroom hotel authorised by the Planning Permission
- "Hotel Management Strategy"** means the operational management strategy for the Hotel based on the Application Operational Management Plan (where relevant) to be submitted and approved pursuant to paragraph 2 below

2. HOTEL MANAGEMENT STRATEGY

- 2.1 Prior to First Occupation of the Development the Developer shall submit and obtain the LPA's approval in writing to the Hotel Management Strategy.
- 2.2 The Hotel Management Strategy shall as a minimum set out detailed proposals for the following:-
- 2.2.1 the overall objectives of the Hotel Management Strategy including that the Hotel is required to be used solely in accordance with the Planning Permission;
 - 2.2.2 an obligation for the Hotel operator to share booking records with the LPA on an annual basis or at any time upon a reasonable specific written request by the LPA of any bookings of a guest for 90 or more days in any calendar year;
 - 2.2.3 the management approach;
 - 2.2.4 the site management procedure;
 - 2.2.5 the procedure for the management of communal spaces;
 - 2.2.6 the strategy for the upkeep of external public areas;
 - 2.2.7 the strategy for the upkeep of any sustainable urban drainage system comprised within the Development
 - 2.2.8 the strategy for proactive maintenance;
 - 2.2.9 the strategy for reactive maintenance;
 - 2.2.10 the procedure for out of hours emergency management;
 - 2.2.11 the strategy for restricted vehicular parking and servicing arrangements;
 - 2.2.12 details of access arrangements;
 - 2.2.13 the check in / out process;
 - 2.2.14 the strategy for waste disposal and recycling;

- 2.2.15 the management of food and beverages;
 - 2.2.16 the strategy for the upkeep of the Public Access Areas; and
 - 2.2.17 the process for frequent review of the effectiveness of the Hotel Management Strategy and for the inclusion of any required amendments
- 2.3 No part of the Hotel shall be Occupied before the Hotel Management Strategy has been approved by the LPA.
- 2.4 The approved Hotel Management Strategy (as may be amended from time to time between the Developer and the LPA in accordance with the process set out within) shall be implemented from First Occupation and thereafter for the lifetime of the Development.

SCHEDULE 7

HERITAGE CONTRIBUTION

1. DEFINITIONS

"Heritage Contribution" means the sum of £56,943 (Indexed from the date of the Masterplan Outline Consent) to be used by the LPA towards local heritage projects in Hackney Wick

2. HERITAGE CONTRIBUTION

- 2.1 Prior to the Commencement of Development the Developer shall pay the Heritage Contribution to the LPA.
- 2.2 The Development shall not be Commenced until the Heritage Contribution has been paid in full to the LPA.

SCHEDULE 8

SUSTAINABILITY

1. DEFINITIONS

- "Carbon Emissions Report"** means a report in respect of the Development setting out:-
- (a) an assessment of the estimated regulated CO₂ emissions and reductions expressed in tonnes per annum, after each stage of the energy hierarchy in accordance with Policies SI 2 to SI 4 of the London Plan 2021 and the GLA's Draft Energy Assessment Guidance (April 2020)
 - (b) whether an On Site reduction of regulated CO₂ emissions of at least 35% beyond the baseline of Part L 2013 of the Building Regulations has been met and how On Site carbon reductions have been maximised
 - (c) whether the net zero carbon target is met On Site and, if not, the actual On Site carbon reductions achieved and
 - (d) if the net zero carbon target is not met On Site (i) the carbon gap and (ii) the calculation of the Carbon Offset Payment payable based on that carbon gap
- "Carbon Offset Payment"** means the sum of £97,749 or (where applicable) such other amount to be agreed in writing with the LPA following submission of the Carbon Emissions Report, having been calculated in accordance with the LPA's adopted Getting to Net Zero SPD (October 2022) where cost of carbon per tonne is £95 (or if applicable such other replacement policy/guidance)
- "Decarbonisation Measures"** means On Site measures to achieve carbon reductions (beyond those already secured as part of the Planning Permission) equivalent to the carbon savings that would have been achieved if the Development was connected to the District Energy Network
- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Energy Performance Monitoring"** means monitoring of the energy performance of the Completed Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators:-
- (a) contextual data relating to the Development's reportable units
 - (b) the energy and fuel imports into each reportable unit including data from national energy grids and (if applicable) district heating connections

	(c)	the renewable energy generation within the Development to identify how much energy is being generated On Site and where this is used and
	(d)	building energy storage equipment data
"Energy Performance Monitoring Period"		means a period of not less than five years commencing on the date of First Occupation of the Development
"Energy Performance Monitoring Report"		means a report to be submitted on each anniversary of the date of First Occupation of the Development during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring
"Future Proofing Measures"		means future proofing measures within the Development including but not limited to basement plant space provision for a future plate heat exchanger, heating system tap-offs and identified distribution routes and infrastructure to enable future connection of the Development to the District Energy Network or any alternative Off Site district energy network
"Superstructure Works"		means the construction of any one or more of the following parts of any Building, after construction of its foundations:-
	(a)	frame: load bearing framework
	(b)	upper floors: suspended floors, balconies, walkways and top landings
	(c)	roof: roof structure, roof coverings and roof drainage
	(d)	stairs and ramps: construction of ramps and stairs connecting floors at different levels
	(e)	external walls: construction of all the external enclosing walls or
	(f)	windows, doors and openings in external walls
"Viable"		means that connection to the District Energy Network or Off Site district energy network will not result in occupiers of the Development paying higher heating costs or accepting lower service rents or poorer reliability of service or that connection to the District Energy Network will result in greater CO2 emissions than an alternative system

2. CONNECTION TO ENERGY NETWORK

2.1 The Developer covenants to use Reasonable Endeavours from the Commencement Date until the date of Substantial Implementation to secure:-

2.1.1 the extension of the District Energy Network to the Site; and

- 2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the extension of an Off Site district energy network including but not limited to negotiations with the other landowners where any Off Site district energy network is located.
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to:-
- 2.2.1 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above; and
- 2.2.2 a written report outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above.
- 2.3 If the report approved by the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible and Viable to extend or procure the extension of the District Energy Network to the Site, the Development shall not be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a connection to an Off Site district energy network shall have no further effect.
- 2.4 If the report approved pursuant to paragraph 2.2.1 concludes that it will not be possible or Viable to connect the Development to the District Energy Network but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible and Viable to connect the Development to an Off Site district energy network, the Development shall not be Occupied unless and until it has been connected to the Off Site district energy network.
- 2.5 Save where the District Energy Network or an Off Site district energy network is extended to the Site:-
- 2.5.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures and the Decarbonisation Measures;
- 2.5.2 the Developer shall incorporate the approved Future Proofing Measures and the approved Decarbonisation Measures within the Development; and
- 2.5.3 no part of the Development shall be Occupied unless and until the Developer has submitted and obtained the LPA's approval to a report demonstrating that the approved Future Proofing Measures and the approved Decarbonisation Measures have been incorporated within the relevant part(s) of the Development.
3. **CARBON OFFSET PAYMENT**
- 3.1 Prior to commencement of the Superstructure Works the Developer shall submit the Carbon Emissions Report.
- 3.2 No works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Emissions Report is approved by the LPA.
- 3.3 If the approved Carbon Emissions Report identifies that a Carbon Offset Payment is payable:-
- 3.3.1 the Developer shall pay the Carbon Offset Payment to the LPA prior to carrying out any works comprised in the Development beyond the Superstructure Works; and
- 3.3.2 no works comprised in the Development beyond the Superstructure Works shall be carried out unless and until the Carbon Offset Payment has been paid to the LPA.

4. ENERGY PERFORMANCE MONITORING

4.1 To monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.

4.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than two weeks after each anniversary of First Occupation of the Development during the Energy Performance Monitoring Period.

5. REDUCTION OF ENERGY DEMAND

5.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include:-

5.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;

5.1.2 the promotion of the use of energy efficient appliances; and

5.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

6. BREEAM

6.1 The Developer shall:-

6.1.1 use Reasonable Endeavours to achieve a BREEAM "Very Good" rating for the Development;

6.1.2 provide a written report to the LPA every six months outlining the steps the Developer has taken and intends to take to satisfy the obligation in paragraph 6.1.1 above; and

6.1.3 within six months of First Occupation of the Development notify the LPA in writing whether a "Very Good" rating has been achieved (such notice to be accompanied by an independently verified BREEAM report detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance).

SCHEDULE 9

PLAY SPACE

1. DEFINITIONS

- "Local Play Area Contribution"** means the sum of £2,379.00 (Indexed from the date of the Masterplan Outline Consent) to be paid by the Developer to the LPA to be spent on Local Play Projects
- "Local Play Projects"** means projects for the provision, maintenance and improvement of play space facilities for children aged 5 to 11 within the vicinity of the Site
- "Youth Play Area Contribution"** means the sum of £3,089.00 (Indexed from the date of the Masterplan Outline Consent) to be paid by the Developer to the LPA towards Youth Play Projects
- "Youth Play Projects"** means projects for the provision, maintenance and improvement of play space facilities for children aged 12 and above at:
- (a) Canal Park area at Queen Elizabeth Olympic Park;
 - (b) Mabley Green Eastway undercroft area; or
 - (c) Hackney Marshes enhanced play facilities,
- or any other site that the LPA has identified in writing

2. LOCAL PLAY AREA CONTRIBUTION

- 2.1 The Developer shall pay the Local Play Area Contribution to the LPA prior to the Occupation of the Development.
- 2.2 The Developer shall not Occupy the Development until the Local Play Area Contribution has been paid in full to the LPA.

3. YOUTH PLAY AREA CONTRIBUTION

- 3.1 The Developer shall pay the Youth Play Area Contribution to the LPA prior to the Occupation of the Development.
- 3.2 The Developer shall not Occupy the Development until the Youth Play Area Contribution has been paid in full to the LPA.

SCHEDULE 10

RELOCATED SUBSTATION

1. DEFINITIONS

"Feasibility Study"	means a study undertaken to assess the feasibility of the Relocated Substation, and which should include (but not be limited to) the following:- <ul style="list-style-type: none">(a) capability and capacity of the Relocated Substation to supply sufficient power to the Development(b) proposed costs, terms and conditions of the installation, provision and maintenance of the Relocated Substation(c) cost to be charged to the Occupiers of the Development in respect of the Relocated Substation compared to the Substation and whether these are fair and reasonable against market rates
"Hackney Wick Central Outline Planning Permission"	means the outline planning permission allocated reference 16/00166/OUT granted 18 March 2019
"Plan 6"	means the plan attached at Appendix 1 of this Agreement showing the Plot K2N Development, the Relocated Substation and the Substation
"Plot K2N Development"	means the development area identified as Plot K2 pursuant to the Hackney Wick Central Outline Planning Permission and reserved matters approval allocated reference 22/00095/REM granted 29 September 2022 and shown on Plan 6 attached to this Deed
"Relocated Substation"	means the proposed relocation of the Substation to be located on the Plot K2N Development for the co-benefit of the Development and as shown indicatively on Plan 6 attached to this Deed
"Relocated Substation Strategy"	means details of the Relocated Substation including (but not limited to): strategy and proposed timescales for the decommissioning of the Substation and provision of the Relocated Substation at the Plot K2N Development; details of the active frontage and amenity space to be provided in lieu of the Substation; details of management and maintenance of the Relocated Substation
"Substation"	means the substation to be located on the ground floor of the Development as shown on Plan 6 attached to this Deed

2. RELOCATION OF THE SUBSTATION

- 2.1 The Owner shall use Reasonable Endeavours to work collaboratively with the landowner of the Plot K2N Development to agree the provision of the Relocated Substation for the co-use by the Development.
- 2.2 In the event that the landowner of the Plot K2N Development provides its consent in accordance with paragraph 2.1 then the Owner shall submit as soon as reasonably practicable the Relocated Substation Strategy for the written approval of the LPA.
- 2.3 The Owner shall thereafter implement the approved Relocated Substation Strategy and connect the Development to the Relocated Substation as soon as reasonably practicable.
- 2.4 The obligations in paragraphs 2.1 – 2.3 are subject to the Owner obtaining any Requisite Consents.
- 2.5 The Owner shall be released from the obligations in this Schedule subject to providing satisfactory evidence to the LPA that it will not be possible or demonstrating through a Feasibility Study that it will not be viable to provide the Relocated Substation.

SCHEDULE 11

DESIGN MONITORING

1. DEFINITIONS

"Approved Drawings" means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment

"Architects" means:

- (a) in respect of the building comprised in the Development, Allford Hall Monaghan Morris; and
- (b) In respect of the landscaping and other external public realm comprised in the Development, Tapestry

and **"Architect"** shall mean either one of them as the context so permits

"Design Monitoring Costs" means the monies paid in accordance with 3.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings

"Development" means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission

"S96A Amendment" means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

"S73 Permission" means a permission granted pursuant to an application for an amendment to the Planning Permission pursuant to section 73 or section 73B (when in force) of the 1990 Act

2. DESIGN TEAM STATEMENT

2.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of these details (the **"Design Team Statement"**):-

2.1.1 an application pursuant to conditions pertaining to design in the Planning Permission;

2.1.2 an application for a S96A Amendment; and

2.1.3 an application for a S73 Permission.

2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and shall inform the LPA if the design team shall change during the construction of the Development until its Completion.

3. **DESIGN MONITORING COSTS**

3.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 2.1 above and overseeing the construction of the Development) the Developer shall forthwith:-

3.1.1 notify the LPA of such non-retention; and

3.1.2 pay to the LPA within 10 Working Days of written demand from the LPA the Design Monitoring Costs and it is agreed that:-

3.1.3 such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;

3.1.4 the LPA may make more than one demand for payment of Design Monitoring Costs; and

3.1.5 when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent,

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £100,000 (Indexed).

4. **RESTRICTION ON DEVELOPMENT**

4.1 The Development shall not Commence until the Developer has either:-

4.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

4.1.2 (if paragraph 3.1 applies prior to Commencement) paid the first instalment of the LPA's Design Monitoring Costs, if demanded in line with paragraph 3.1.2, if the Architect has not been retained to oversee the design quality of the Development.

4.2 No Development shall be carried out except in accordance with the Approved Drawings.

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

EXECUTED as a Deed (but not)
delivered until dated))
by affixing)
the Common Seal of
LONDON LEGACY DEVELOPMENT
CORPORATION
in the presence of:-

Attornisnt



Director Authorized Signatory

~~Director/Secretary~~

EXECUTED as a Deed by)
FCD (ROTHBURY) LTD)
acting by a director and)
its secretary or two directors

[Signature]
.....
Director

[Signature]
.....
Director/Secretary



APPENDIX 1

PLANS

"Plan 1"	Site
"Plan 2"	Blue Badge Space, Loading Bay and Highway Works
"Plan 3"	Concept Store and Workspace Area
"Plan 4"	Roof Terraces (level 6)
"Plan 5"	Roof Terraces (level 7)
"Plan 6"	Plot K2N Development, Relocated Substation and Substation

PLAN 1 - SITE



notes

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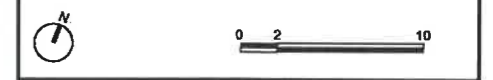
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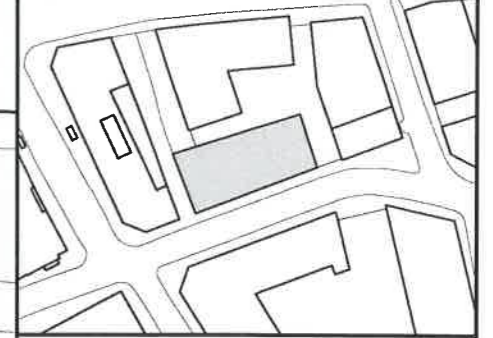
KEY

--- SITE BOUNDARY

NES
AZH



Rev	Status	Date	Description
		30/07/24	Planning Issue



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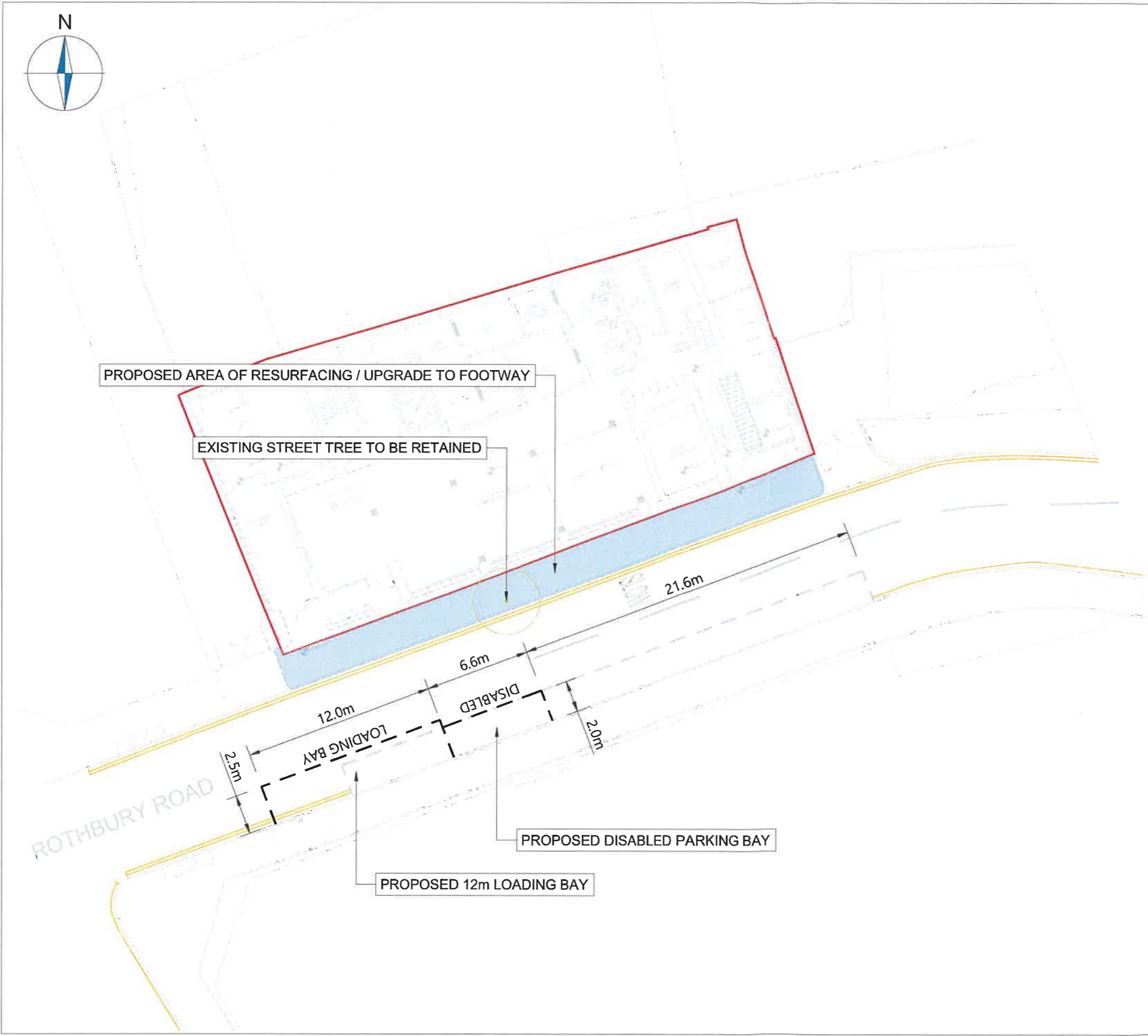
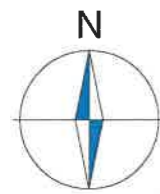
client
 FCD (ROTHBURY) Ltd

project name
 ROTHBURY ROAD

drawing title
 PROPOSED SITE PLAN

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project	originator	volume	level	type	role	drawing no.
22146	AHMM	ZZ	XX		A	SK043





PLAN 2 - BLUE BADGE SPACE, LOADING BAY AND HIGHWAY WORKS



NOTES

1. This drawing to be read & printed in colour.
2. This drawing is for illustrative purposes only.

KEY:

	SITE BOUNDARY
	PROPOSED ROAD MARKINGS
	EXTENT OF UPGRADE AND REPAIRS TO EXISTING FOOTPATH
	1NO. STREET TREE TO BE RETAINED (Location approximate, based on OS)

NES
AH

Rev	Details	REVISION HISTORY			Drawn	Checked	Date
Status: <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Detailed <input type="checkbox"/> As Built							

Client:
FCD Rothbury Ltd

Project:
Rothbury Road

Drawing Title:
Proposed Highway Works

Scale:	1:250	Size:	A3
Drawn by:	JS	Checked by:	AFG
Approved by:	CC	Date:	30.07.2024

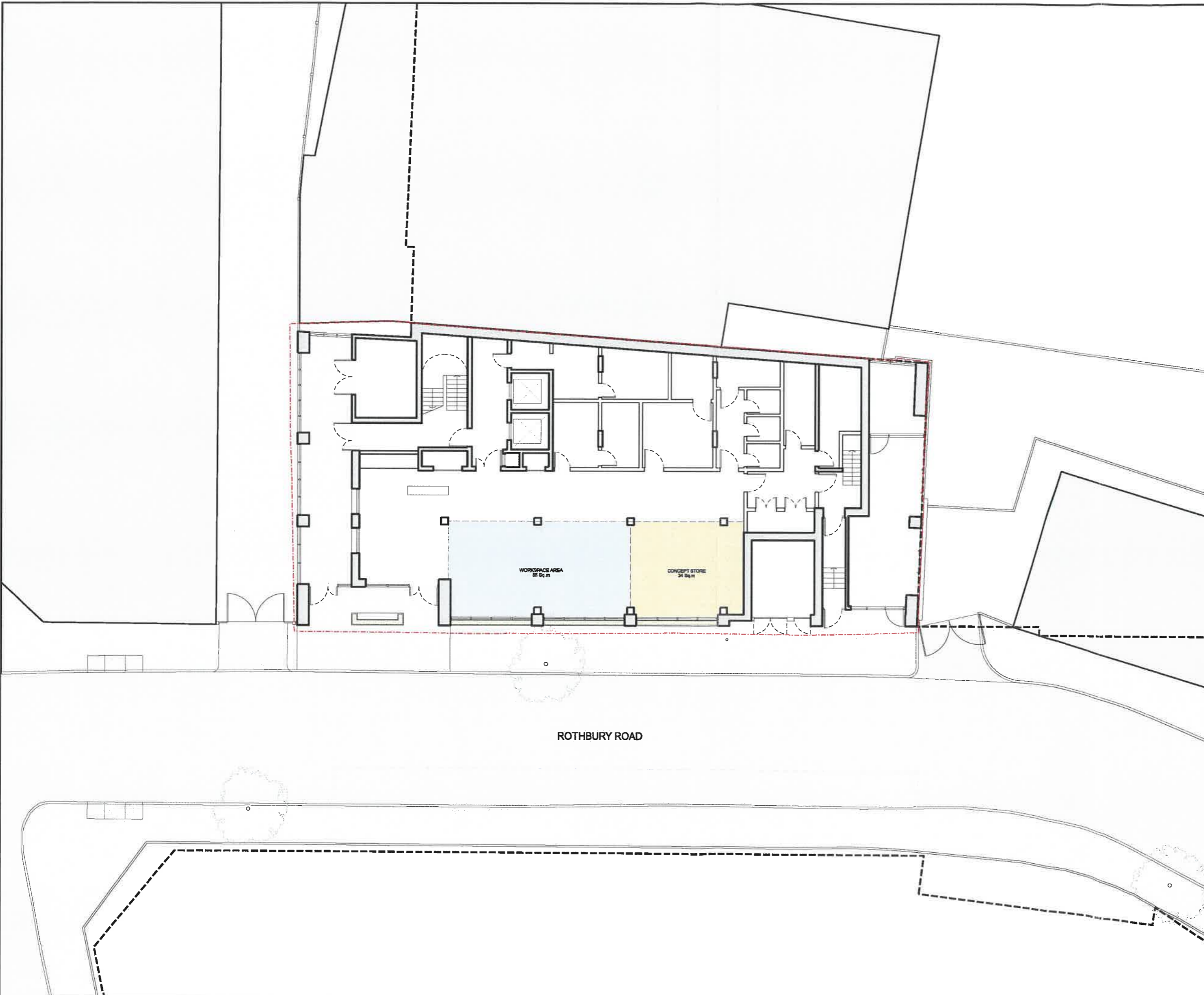


Scheme Ref:	Drawing No:	Sheet:	Rev:
5096	004	1 of 1	...

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PLAN 3 - CONCEPT STORE AND WORKSPACE AREA



notes

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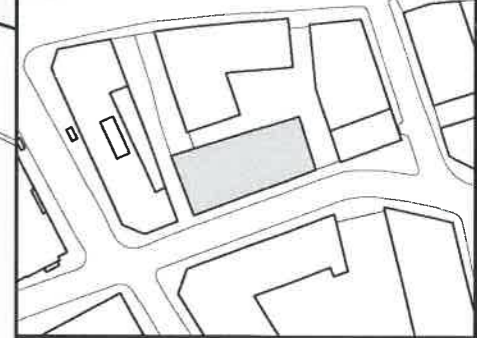
- WORKSPACE AREA
- CONCEPT STORE

NES

 AH



Rev	Status	Date	Description
-		30/07/24	Planning Issue
key plan			



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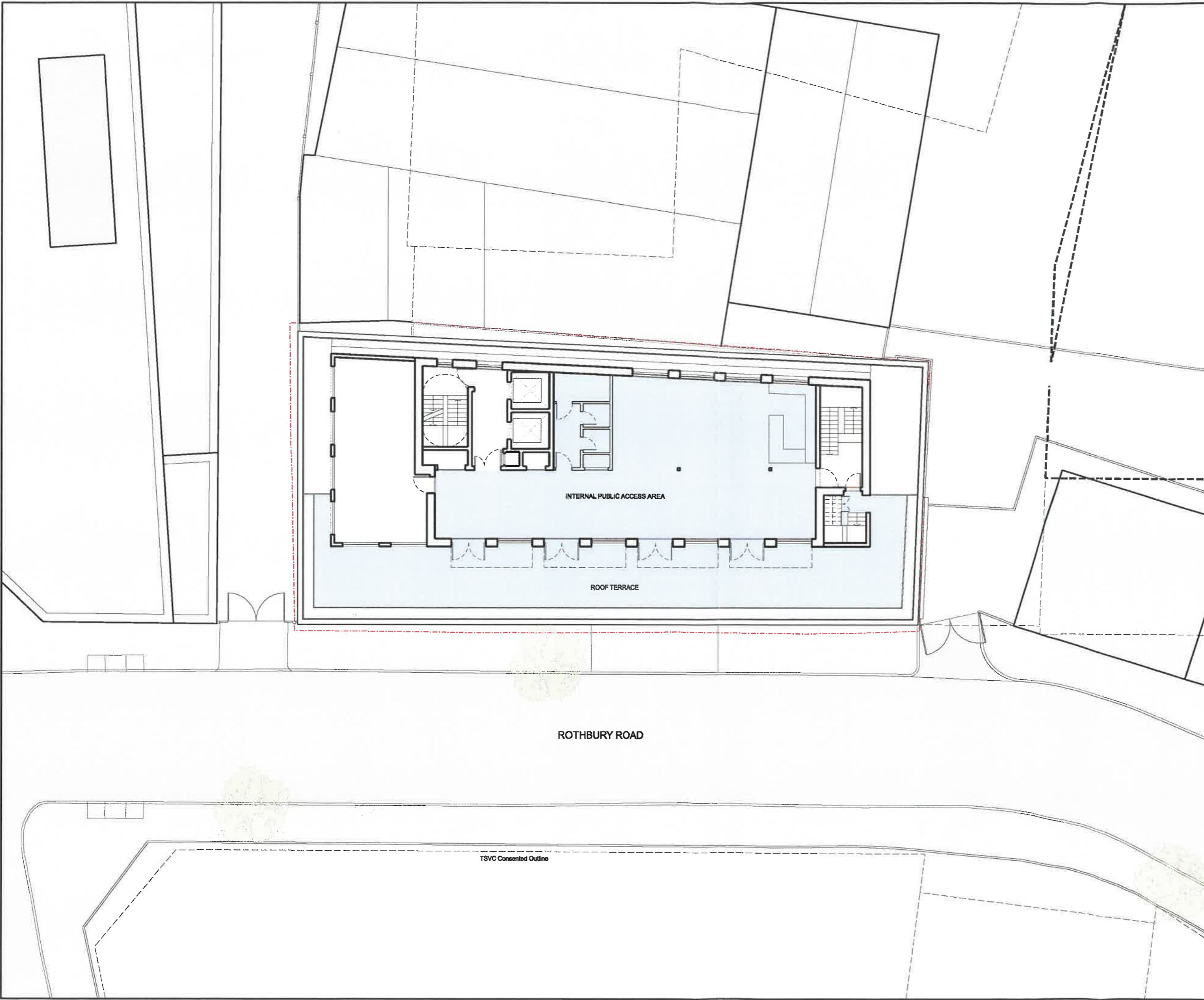
client
 FCD (ROTHBURY) Ltd

project name
 ROTHBURY ROAD

drawing title
 PUBLIC ACCESS AREAS
 GROUND FLOOR

drawn	checked	scale	status			
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project	originator	volume	level	type	role	drawing no.
22146	AHMM	ZZ	00		A	SK044

PLAN 4 - ROOF TERRACES (LEVEL 6)



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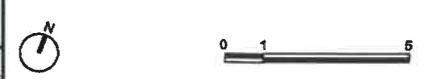
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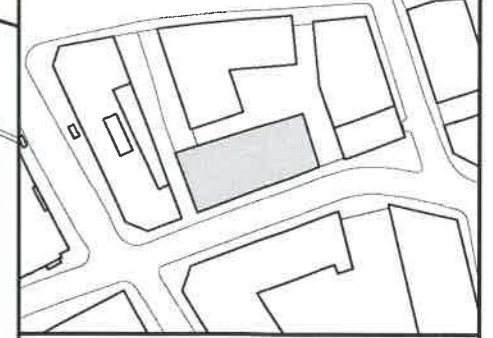
 PUBLIC ACCESS AREAS

NES

 AH



A	13/08/24	Planning Issue	
-	30/07/24	Planning Issue	
Rev	Status	Date	Description
Key plan			



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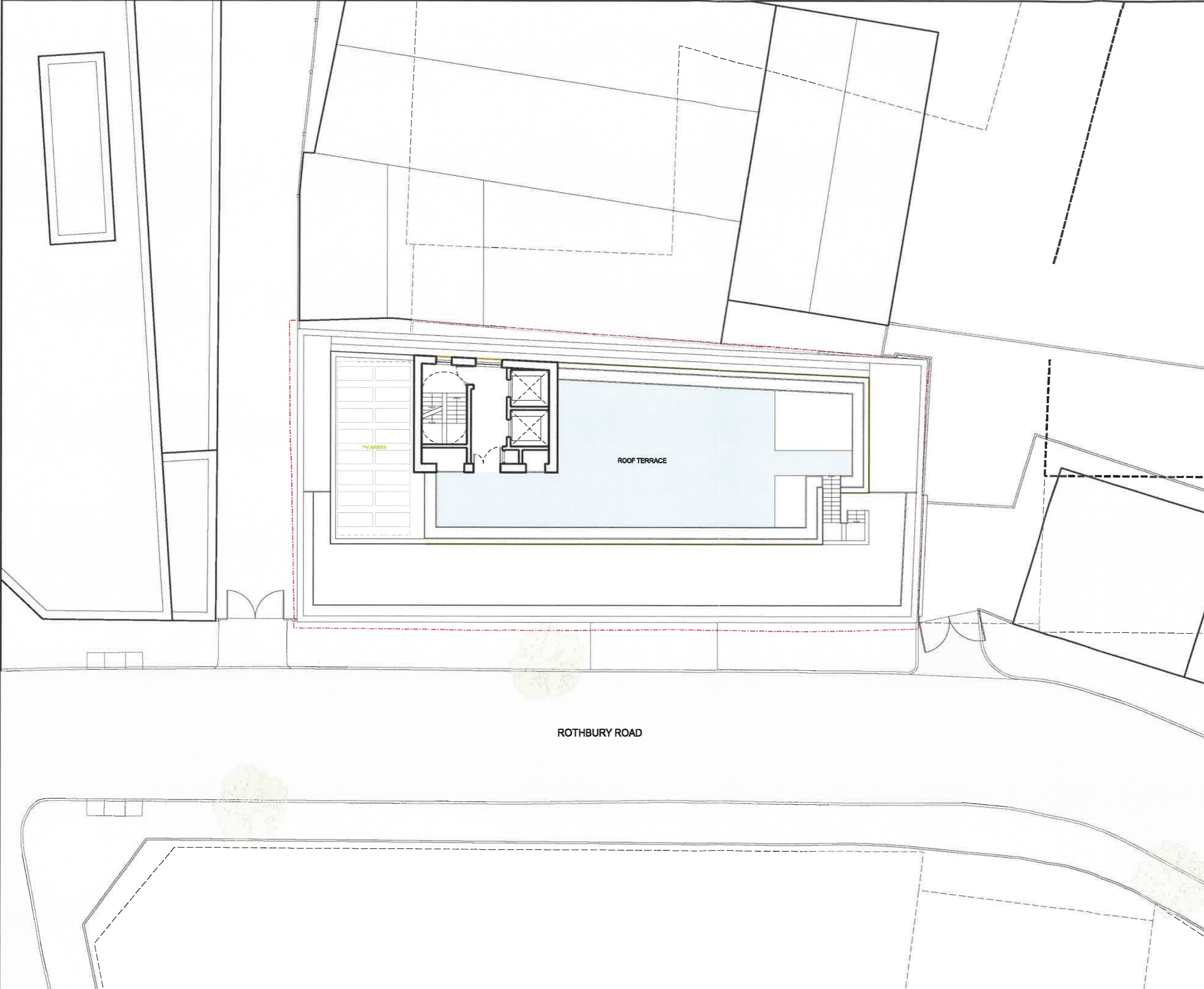
client
 FCD (ROTHBURY) Ltd

project name
 ROTHBURY ROAD

drawing title
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 SIXTH FLOOR

drawn	checked	scale	status
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project	originator	volume	level
22146	AHMM	ZZ	06
			role
			A
			drawing no.
			SK045

PLAN 5 - ROOF TERRACES (LEVEL 7)



notes

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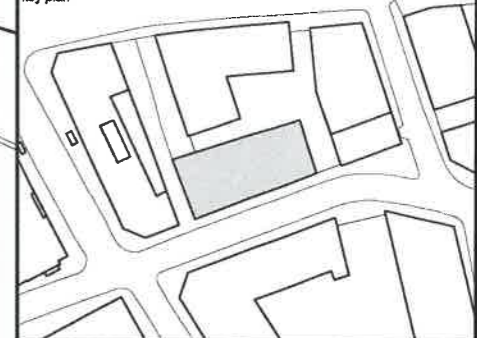
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-	30/07/24	Planning Issue	
Rev	Status	Date	Description
key plan			



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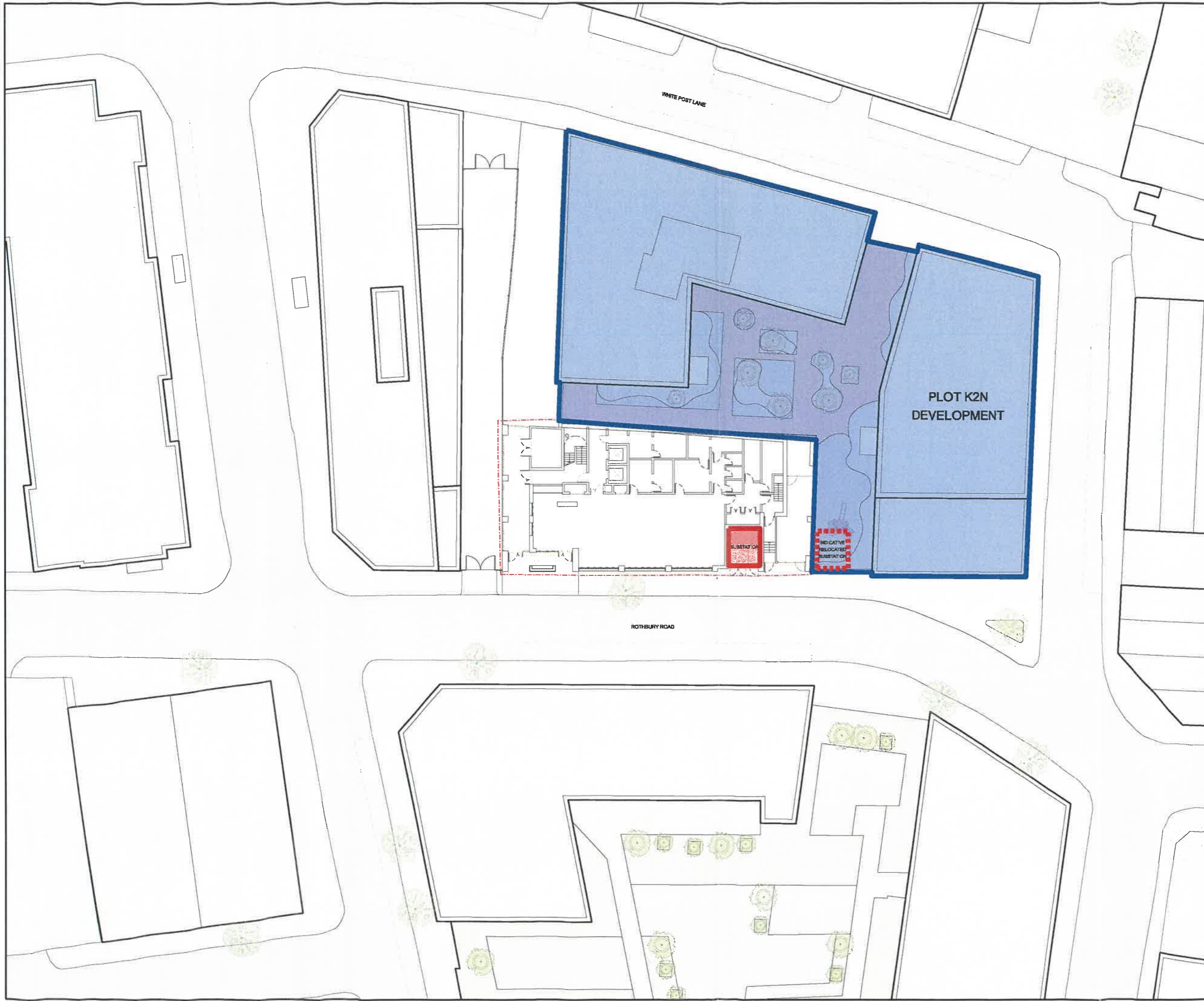
client
 FCD (ROTHBURY) Ltd

project name
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drawing title
 PUBLIC ACCESS AREAS
 SEVENTH FLOOR

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project	originator	volume	level	type	role	drawing no.
22146	AHMM	ZZ	07		A	SK046

PLAN 6 - PLOT K2N DEVELOPMENT, RELOCATED SUBSTATION AND SUBSTATION



notes

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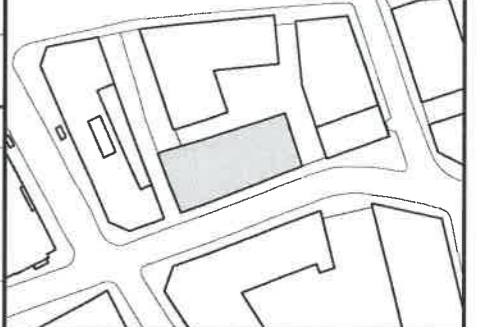
- KEY**
- SITE BOUNDARY
 - LOCATION OF PROPOSED SUBSTATION
 - PLOT K2N DEVELOPMENT
 - INDICATIVE RELOCATED SUBSTATION

NES
AA
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FOR INFORMATION

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-	28/07/24	Planning Issue	



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client
FCD (ROTHBURY) Ltd

project name
ROTHBURY ROAD

drawing title
**PROPOSED SITE PLAN
 SUBSTATION LOCATION**

drawn	checked	scale	status	revision		
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project	originator	volume	level	type	role	drawing no.
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