



The draft has been prepared without prejudice to the Council's discretion to properly determine this planning application at a future committee date/ or under delegated officer powers and is not to be construed as giving any indication as to how the planning application may be determined.

DATED

5th August

2022

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF ISLINGTON**

- and -

PEABODY DEVELOPMENTS LIMITED

- and -

GLA LAND AND PROPERTY LIMITED

**PLANNING OBLIGATION BY DEED
UNDER SECTION 106 OF THE TOWN
AND COUNTRY PLANNING ACT 1990**

In respect of

**FORMER HOLLOWAY PRISON SITE,
PARKHURST ROAD LONDON**

PLANNING APPLICATION

**REFERENCE:
2021/3273/FUL**

**LEGAL REFERENCE: Town Legal
LON031.0001**

**Peter Fehler
Director of Law & Governance
Resources Directorate
Islington Council Offices
Newington Barrow Way
London N7 7EP**

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DATE 5th August

2022

PARTIES

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **PEABODY DEVELOPMENTS LIMITED** a registered society registered in England and Wales (Registration No: 26804R) whose registered office is at 45 Westminster Bridge Road, London, SE1 7JB ("**Owner**"); and
- 3) **GLA LAND AND PROPERTY LIMITED** a company incorporated in England and Wales (Company No. 07911046) whose registered office is at 5 Endeavour Square, London, E20 1JN ("**Mortgagee**");

and the Council and the Owner shall be known together as the Parties and the term Party shall be construed accordingly.

RECITALS

- A The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is the local planning authority by whom the obligations contained herein are enforceable.
- B The Owner is the registered proprietor of the freehold interest (with title absolute) in that part of the Land registered under title number NGL804775.
- C The Mortgagee has the benefit of a registered charge dated 7 March 2019 over the Owner's freehold interest the Site registered under the charges register of title number NGL804775.
- D The Application has been submitted to the Council in relation to the Land and the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed against the Site.
- E At a meeting on the Committee Date the Council's Planning Committee resolved to grant the Planning Permission subject to the prior completion of this Deed and ratification of the principles for the Mid Stage Review which took place on 4 April 2022.

OPERATIVE PROVISIONS

1 DEFINITIONS

For the purposes of this Deed, the following expressions shall unless the context otherwise requires have the following meanings:

Accelerated Delivery Condition means the following state of affairs all exist:

- (a) either (1) an agreement for the Women's Building Lease has not been entered into with the Women's Building Operator; or (2) an agreement for the Women's Building Lease has been entered into with a Women's Building Operator and such agreement for lease has been entered into on terms which include a specification that is not materially different to the Women's Building Generic Fit-Out Specification;
- (b) the Council has confirmed in writing (having regard to the Joint Steering Group's recommendations) that the Women's Building Generic Fit-Out Specification is approved; and
- (c) the Joint Steering Group has recommended (and the Council has confirmed in writing) that the Women's Building is to be fitted out in accordance with the Women's Building Generic Fit-Out

Specification. In the event that the Owner disagrees with this decision it may be determined by the Expert, but only on the grounds that it is reasonably certain that the agreement for the Women's Building Lease will be entered into with the Women's Building Operator within 8 weeks of the Expert's decision on terms which include a specification for the Women's Building that is materially different to the Women's Building Generic Fit-Out Specification);

Accessible Parking Bays means the 30 accessible parking bays to be provided as part of the Development and shown shaded yellow on the Accessible Parking Bays Plan;

Accessible Parking Bays Marketing and Allocations Plan means the plan to be submitted to the Council detailing how the Accessible Parking Bays will be marketed and allocated with priority being given to residents of the Wheelchair Accessible Units;

Accessible Parking Bays Plan means the plan attached to the Deed at Annexe 8;

Accessible Parking Contribution means £138,000 Index Linked to be applied by the Council towards the cost of provision of installation of accessible parking bays and associated costs;

Act	means the Town and Country Planning Act 1990;
Adoptable Standard	means construction of the applicable highway to the standard required by the Council to enable it to formally adopt the highway as highway maintainable at the public expense with details of the standard required being set in the Council's "Designing Highways for Adoption" guidance or such other guidance document as produced by the Council from time to time relating to the standards required by the Council for highways for adoption;
Affordable Housing	means subsidised low cost housing comprising Social Rented Housing, London Shared Ownership Housing (or London Living Rent Housing as applicable if required by the Alternative Affordable Housing Tenure Scheme), and Social Rent Extra Care Housing, which is available to persons who cannot afford to rent or buy housing generally available on the open market, as determined by reference to local incomes and local house prices and which shall, subject to paragraph 2.6 of Schedule 3 remain in perpetuity as affordable housing provided to eligible households whose needs are not met by the market;

Affordable Housing Plans means the drawings attached to this Deed at Annexe 9 illustrating the Social Rented Housing Units shaded in red, the London Shared Ownership Units shaded in blue and the Social Rent Extra Care Units shaded yellow, and any modifications to such plans as may be submitted and approved in writing by the Council resulting from an Alternative Affordable Housing Tenure Scheme;

Affordable Housing Unit Mix means the mix of size and type of the Affordable Housing Units as set out at Annexe 2 and any modifications resulting from an Alternative Affordable Housing Tenure Scheme;

Affordable Housing Units means the Dwellings:

- (a) to be provided as Affordable Housing in accordance with the provisions of Schedule 3; and
- (b) as shown in red (Social Rented Housing Units), blue (London Shared Ownership Units) and yellow (Social Rent Extra Care Units) on the Affordable Housing Plans

being no fewer than 593 Dwellings in any event;

Alternative Affordable Housing Tenure Scheme means a scheme to be prepared by the Owner and submitted to the Council for approval in accordance with Schedule 4

detailing the Alternative Affordable Housing Tenure Units to be provided and which:

- (a) confirms which London Shared Ownership Housing Units are to be converted to London Living Rent Housing Units;
- (b) contains 1:50 plans showing the location, size and internal layout of each Alternative Affordable Housing Tenure Unit;
- (c) provides an indicative timetable for construction and delivery of the Alternative Affordable Housing Tenure Units; and
- (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.6 of Schedule 4 applies.

Alternative Affordable Housing Tenure Units

means the London Shared Ownership Housing Units to be converted to London Living Rent Housing as determined under paragraphs 3.4 or 3.5 of Schedule 4 shown on the approved Alternative Affordable Housing Tenure Scheme;

Anticipated Block C1 Occupation Date

means the date agreed by the Council under (or approved by the Expert for the purposes of) paragraph 6.2 of Schedule 15 as the intended date of first

Occupation of Block C1 based on construction programme information provided by the Owner under paragraph 6.1 of Schedule 15;

Anticipated First Occupation Date

means the date agreed by the Council under (or approved by the Expert for the purposes of) paragraph 6.2 of Schedule 15 as the intended date of first Occupation of any Market Housing Unit based on construction programme information provided by the Owner under paragraph 6.1 of Schedule 15;

Anticipated Major Occupation Date

means the date agreed by the Council under (or approved by the Expert for the purposes of) paragraph 6.2 of Schedule 15 as the intended date of first Occupation of more than 343 Market Housing Units based on construction programme information provided by the Owner under paragraph 6.1 of Schedule 15;

Application

means the application for full planning permission submitted to the Council (and allocated Council reference number 2021/3273/FUL) for:

Phased comprehensive redevelopment including demolition of existing structures; site preparation and enabling works; and the construction of 985 residential homes including 60 extra care homes (Use Class C3), a Women's Building (Use Class F.2)

and flexible commercial floorspace (Use Class E) in buildings of up to 14 storeys in height; highways/access works; landscaping; pedestrian and cycle connections, publicly accessible park; car (blue badge) and cycle parking; and other associated works.

Architect

means AHMM or another architectural practice of similar standing (including any practice shortlisted for awards by the RIBA in recognition of the quality of its work) as may be approved in writing by the Council from time to time;

As Built Carbon Emissions Report

an assessment of the following in relation to a Phase (undertaken once it is Practically Complete):

- (a) the extent to which the Carbon Emissions Target has been complied with by the time of Practical Completion;
- (b) as-built carbon dioxide emissions for the Blocks in that Phase;
- (c) the actual Carbon Reduction Shortfall based upon the as-built carbon dioxide emissions for the Blocks in that Phase; and
- (d) the As Built Carbon Offset Contribution

As Built Carbon Offset Contribution	means the figure arising from the As Built Carbon Offset Contribution Calculation;
As Built Carbon Offset Contribution Calculation	means the actual Carbon Reduction Shortfall x Price Per Carbon Tonne x 30 years;
Average London Living Rent Housing Value	means the average value of London Living Rent Housing floorspace per square foot Net Sales Area on the Site at the relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
Average London Shared Ownership Housing Value	means the average value of London Shared Ownership floorspace per square foot Net Sales Area on the Site at the relevant Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
Bakersfield Estate Connections Land	means the land shown shaded green on the Connections Plan;
Bakersfield Estate Land	means the land shown edged and hatched red on the Connections Plan;
Best Endeavours	means taking all commercially practicable and prudent actions within the Owner's power to achieve the objective having regard to the costs and feasibility of doing so PROVIDED THAT the following are not required:

- (a) paying any person for access to or acquisition of land or rights or for designing or carrying out works outside the Site;
- (b) any legal proceedings; or
- (c) carrying out, commissioning, subsidy or sponsorship of any study, specification or other work insofar as it relates to land outside the Site;

Block means one of the blocks shown on the Block Plan;

Block Plan means the plan attached to this Deed at Annexe 24 showing the Blocks;

Build Costs means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices; and
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs; and
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses;

Carbon Emissions Target

means the target reduction of carbon emissions from the Development at least 35% beyond the requirements set out in the Building Regulations Part L 2013 and as set out in policy SI 2 (minimising greenhouse gas emissions) of the London Plan at the date hereof;

Carbon Offsetting Contribution

means the contribution which shall be payable prior to the Commencement of each Phase in the following instalments:

- (a) Phase 1 - £697,353 Index Linked
- (b) Phase 2 - £352,615 Index Linked
- (c) Phase 3 - £487,008 Index Linked

to be applied by the Council to the reduction of carbon dioxide emissions from the existing building stock in its administrative area based on the Estimated Carbon Offset Contribution Calculation but which shall be recalculated at the completion of each

Phase using the As Built Carbon Offset Contribution Calculation;

Carbon Reduction Shortfall means the shortfall in meeting the Carbon Emissions Target (expressed in tonnes of carbon dioxide);

Category B means fitted out ready for Occupation and immediate use by the relevant occupier with the fit out tailored to meet the occupier's needs and functions (as defined in the Generic Fit-Out Specification; the Women's Building Operator's Fit Out Specification; or the Social Rent Extra Care Fit-Out Specification, as applicable);

Central Park means an area of 6,228sqm of public open space shown shaded and edged pink on the Public Open Space Plan;

Chambers Road Play Area Contribution means £53,000 Index Linked to be spent by the Council on improvements to the Chambers Road play space or other improvements to play spaces within the vicinity of the Site;

Charge means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of the Chargee;

Chargee means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units or any number of them and

any receivers (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

**City Street
(Camden/Parkhurst Road)**

means an area of 1,463 sqm of public open space shown shaded and edged blue on the Public Open Space Plan;

CoCP Response Document

means a detailed statement setting out how the Owner intends to comply with the Code of Construction Practice during the carrying out of the Development;

**Code of Construction
Practice**

means the Council's Code of Practice for Construction Sites attached to this Deed at Annexe 7;

**Code of Construction
Practice Monitoring Fee**

means £200,000 Index Linked towards the Council's costs of monitoring compliance with the Owner's obligations under the Code of Construction Practice;

**Code of Local
Procurement**

means the Council's local procurement code attached to this Deed at Annexe 6;

Commencement

means the first date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out EXCLUDING:

(a) demolition works;

- (b) excavation;
- (c) archaeological works;
- (d) site surveys;
- (e) site clearance and preparation;
- (f) environmental preparatory works;
- (g) the erection of fencing and/or hoardings to enclose the Development or any part of the Development;
- (h) laying or provision of any utility/telecommunication services and/or diversion works relating to the same to on or under the Development or any part of the Development;
- (i) piling;
- (j) the laying out of roads for construction purposes;
- (k) temporary buildings moveable structures and the erection of site buildings for construction purposes;
- (l) contamination tests;
- (m) remediation or trial pits;
- (n) works of decontamination and/or remediation;

(o) temporary display of site advertisements and notices;

and the terms "Commence" and "Commenced" shall be construed accordingly;

Commercial Floorspace means the 1,821.4sqm of (GIA) commercial floorspace to be provided as part of the Development (which for the avoidance of doubt excludes the Women's Building or Residents' Facility);

Commercial Unit means any individual unit of occupation of commercial floorspace (use class E) within the Development;

Commissioning Plan means the detailed plan for commissioning the Women's Building services that shall be approved as part of the Feasibility and Commissioning Plan;

Committee Date means 8 March 2022;

Communal Areas means those ground floor and podium level communal areas accessible by the residents of the Development shown shaded orange on the Communal Areas Plan and shall mean each every one of those areas;

Communal Areas Plan means the plan attached to this Deed at Annexe 11;

Communal Heating System means the system for the distribution of heating energy to meet the Heat Demand of the Development, in combination with

other measures set out in the Energy Strategy, which is supplied with heating energy from any on-Site heating plant (and/or a District Heating Connection where one is made) in accordance with the Energy Strategy;

Community Engagement Plan

means a plan specifying how the Development will contribute to the local community both in relation to the community of residents of the Development and the wider community of the London Borough of Islington and how it will achieve the following commitments:

- (a) employment and training support;
- (b) estate management procurement;
and
- (c) support to local organisations and charities;

Connection Conditions

means the Council has:

- (a) granted all necessary rights to the Owner its contractors, agents and licensees on reasonable terms (including, without limitation, without charge) to carry out the Trecastle Way Works on the Trecastle Way Works Land;
- (b) taken all reasonable steps to ensure that there is no legal impediment to the Owner's ability to carry out,

complete and maintain the Trecastle Way Works on the Trecastle Way Works Land including any process of appropriation under section 122 of the Local Government Act and the release of all covenants and other adverse rights affecting the ability to carry out the Trecastle Way Works on the Trecastle Way Works Land; and

- (c) provided written confirmation from the Council's Head of Legal Services (or such equivalent role) that there is no legal impediment to the Owner's ability to carry out, complete and maintain the Trecastle Way Works on the Trecastle Way Works Land

and the decisions / acts in (a) and (b) above are challenge free (i.e. no legal challenge after the expiry of 13 weeks from the date of the relevant act and no challenge or any such challenge has been finally determined with the act/decision having been upheld) PROVIDED THAT in relation to (a) and (b) above the Owner shall be responsible for dealing with any below ground issues relating to the Trecastle Way Works Land (including securing all necessary agreements relating to service diversions, and other matters relating to utilities, with statutory undertakers) with the Council providing the Owner with reasonable assistance in

**Connection Feasibility
Report**

order to secure any such necessary agreements;

means a written report to assess the technical feasibility and financial reasonableness for the Heat Demand of the Development to be supplied in part or whole by heating energy from a District Heating Network as stipulated by the Council. Technical feasibility will assess the connection route from planned or existing networks and the capability of the network(s) to supply part or all of the Heat Demand (having regard, without limitation, to the quantity, quality and timing of supply). The assessment of financial reasonableness will apply a Whole Life Costing methodology over a thirty year period, comparing the capital and operational costs for connection and supply of heating energy from the network compared to alternative supply of heating from on-Site plant and associated infrastructure. The applied methodology will be fully explained with assumptions clearly stated. Evidence of workings and supporting documentation such as economic models and technical calculations will be provided by the Owner on request from the Council. Assessment will have regard to the level of heat provision on Site arising from Phases that have already been Commenced and to the costs of making a connection to the

nearest part of the District Heating Network;

Connections Plan

means the plan attached to this Deed at Annexe 17;

Construction Logistics Plan

means a written statement detailing measures to mitigate the impacts of vehicle movements to and from the Site during the Construction Phase prepared in accordance with the London Freight Plan and TFL's "Construction Logistics Plan Guidance For Developers";

Construction Phase

means the whole period of construction of the Development commencing with the first works of Implementation and ceasing on the date when the last part of the Development is certified as Practically Complete;

Contributions

means the Accessible Parking Contribution, Chambers Road Play Area Contribution, Code of Construction Practice Monitoring Fee, TfL Bus Contribution, Carbon Offsetting Contribution, Estimated Trecastle Way Contribution, Early Stage Review Contribution, Mid Stage Review Contribution and the sums paid pursuant to paragraph 1.5 of Schedule 13;

CPI

means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer

Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;

**Crayford Road
Connections Land**

means the land shown edged and hatched orange on the Connections Plan;

Crayford Road Land

means the land shown edged and hatched blue on the Connections Plan;

**Dalmeny Avenue Estate
Connection Land**

means the land shown edged and hatched purple on the Connections Plan

Date of Deemed Service

means, in each instance where a Chargee has served a Default Notice under paragraph 2.1.1 of Schedule 3:

- (a) in the case of service by delivery by hand of the Default Notice to the Council's offices during the Council's normal opening hours, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the Council's offices, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually

delivered to the Council (by Royal Mail proof of delivery or otherwise);

Default Notice

means a notice in writing served on the Council by the Chargee under paragraph 2.1.1 of Schedule 3 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units;

Deficit

means £38,500,000 (thirty eight million five hundred thousand pounds) based on the Owner's re-evaluation of its financial viability appraisal prior to the Council's Planning Committee of 4th April 2022 which increased the residual land value due to the removal of developer profit on the sales values of the Affordable Housing Units and resulted in this deficit when compared against the Estimated GDV and is further detailed in paragraphs 3.46-3.52 of the Planning Committee report;

Delivery and Servicing Plan

means a written statement detailing measures to mitigate the impacts of delivery and servicing vehicle movements to and from the Site prepared in accordance with the London Freight Plan and TFL's guidance document "Delivery and Servicing Plans";

Development

means the development of the Land pursuant to the Planning Permission;

Development Viability Information

means the information required by Formula 1 and 2 (for the Early Stage Review) or Formula 4 and 5 (for the Mid Stage Review) being:

- (a) Estimated GDV;
- (b) Estimated Build Costs; and
- (c) Average London Shared Ownership Housing Value

and including in each case supporting evidence to the Council's reasonable satisfaction;

District Heating Connection

means the connection of a District Heating Network to the Development so that some or all of the Heat Demand of the Development is supplied by the District Heating Network, in accordance with the Energy Strategy;

District Heating Connection Point

means the location where a physical connection is to be made to allow the transfer of heating energy from a District Heating Network to the Communal Heating System, and all pipes, cables, conduits, plant, plate heat exchangers, meters, controls and equipment necessary to facilitate the transfer of heating energy;

District Heating Network

means a network of insulated heating pipes designed to distribute heating energy to a geographic area from central

	sources of production, with the capability of supplying the Heat Demand of the Development;
District Heating Provider	means the operator of the District Heating Network;
Dwelling	means a residential unit forming part of the Development;
Early Stage Review	means the review required under Paragraphs 2 and 3 of Schedule 4;
Early Stage Review Cap	means the cap calculated in accordance with Formula 3;
Early Stage Review Contribution	means the contribution which may be payable to the Council on the Review Date under paragraph 3.6 of Schedule 4;
Eligible Purchaser	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the higher of: <ul style="list-style-type: none"> (a) £90,000; and (b) the relevant upper limit specified in the latest 'London Plan Annual Monitoring Report';
Eligible Renter	means, in relation to any London Living Rent Housing Unit and any Alternative Affordable Housing Tenure Unit to be provided as London Living Rent Housing, an existing private or social tenant or

tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;

Employment and Training Code

means the Council's employment and training code attached to this Deed at Annexe 5;

Energy Defects Liability Period

means such period of time following Practical Completion of a Dwelling in which a contractor may remedy defects as may be included in the building contract;

Energy Monitoring Portal

means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk, or any other such method of submission that may replace this;

Energy Statement

means Section 2 only of the Sustainable Design and Construction Statement Revision 1 dated 29 October 2021;

Energy Strategy

means the energy strategy forming part of the submitted 'Sustainable Design and Construction Statement' (Hoare Lea, 29

October 2021) and any amendments and updates to it which may be approved by the Council in writing from time to time;

Estate Roads Car Parking and Traffic Management Plan

means a plan detailing initiatives for the maintenance and management of car parking and traffic management on the Private Estate Roads including but not limited to the management and enforcement of any unauthorised parking on the Private Estate Roads and measures to disincentivise rat-running and the use of non-resident/visitor motor vehicles through the Private Estate Roads;

Estimated Build Costs

means the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Review Date; and
- (b) the actual Build Costs incurred at the Review Date;

Estimated Carbon Offset Contribution Calculation

means the estimated Carbon Reduction Shortfall x Price Per Carbon Tonne x 30 years;

Estimated GDV

means the price at which a sale of the Market Housing and all other floorspace in the Development would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information based on detailed

comparable market evidence, including evidence of rental values achieved for any part of the Development which have been disposed but not sold and any other revenue generated from the Development; and all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or GLA (as applicable) to be assessed by the Council and assuming:

- (a) the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion; and
- (b) that no account is taken of any additional bid by a prospective purchaser with a special interest;

**Estimated Trecastle Way
Contribution**

means the sum to be paid by the Owner to the Council pursuant to paragraph 1.14 of Schedule 14 being the reasonable and proper estimated costs and associated costs of the Council:

- (a) of obtaining vacant possession and to compensate for the Council's

loss of the existing garages, which shall in respect of both elements be limited to a aggregate maximum of £105,001;

- (b) carrying out the Trecastle Way Works; and
- (c) maintaining the Trecastle Way Works in the period between the date on which they first open for public use and the date on which the Trecastle Way Lease is granted pursuant to paragraph 1.17 of Schedule 14 and the cost of remedying any defects that are identified within this period that cannot be recovered by the Council pursuant to the contract for the carrying out of the Trecastle Way Works PROVIDED THAT such contract has been entered into on reasonable market terms;

External Consultant

means the external consultant(s) appointed by the Council to assess the Development Viability Information and whose reasonable and properly incurred costs are paid entirely by the Owner;

Extra Care Registered Provider

means a provider of Affordable Housing which is registered in a register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008 in each case

either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed) who shall take possession of and be responsible for the Social Rent Extra Care Units and Social Rent Extra Care Communal Facilities in accordance with the provisions of Schedule 5;

**Feasibility and
Commissioning Plan**

means a plan prepared on behalf of the Owner with the financial support 50/50 of and in consultation with the Council in line with the Feasibility and Commissioning Plan Scope and Programme approved under paragraph 1.1 of Schedule 15 and with input and guidance from the Joint Steering Group covering:

- (a) the marketing strategy and terms of reference for appointment of the Women's Building Operator (including a timetable for anticipated appointment of the Women's Building Operator having regard to the Owner's construction programme);
- (b) details of the services and activities that the Women's Building (and Women's Building Operator either themselves or by way of sub-tenants or appointed contractors) shall provide, it being agreed that the Women's Building

shall be designed and operated for the Intended Use;

- (c) conditions and requirements for any providers of services/activities in or from the Women's Building which shall be incorporated within the Women's Building Lease and any sub-lease or contract thereunder;
- (d) the types of services that could feasibly be provided in or from the Women's Building and Women's Building Garden as part of the Intended Use;
- (e) criteria for shortlisting, selecting and appointing potential operators of the Women's Building ;
- (f) appropriate sources of third party grant funding;
- (g) models/strategies for commissioning of services for the Women's Building;
- (h) the Commissioning Plan;
- (i) organisations that should be approached by the Fundraiser to obtain funding for the Women's Building Fit-Out and running costs of the Women's Building;

**Feasibility and
Commissioning Plan
Scope and Programme**

means the following in respect of the Feasibility and Commissioning Plan:

- (a) brief for the author;
- (b) scope (including as a minimum the matters set out within the definition of Feasibility and Commissioning Plan);
- (c) programme for carrying out and completion of the Feasibility and Commissioning Plan (and elements thereof) once it has been commissioned; and
- (d) method statement for market engagement on fit out requirements;

First Fix MEP

means the first fix mechanical, electrical and plumbing works needed to take the building from Shell and Core to putting plaster on the internal walls / installing plasterboard. This includes constructing walls, floors and ceilings, and inserting cables for electrical supply and pipes for water supply. Cables and pipes will not be terminated, and no system will be live.

Fit-Out Confirmation Date

means the day falling 36 months before the Anticipated Block C1 Occupation Date;

Formula 1

means the formula identified as "Formula 1" within Appendix 1 to Schedule 4;

Formula 2	means the formula identified as "Formula 2" within Appendix 1 to Schedule 4;
Formula 3	means the formula identified as "Formula 3" within Appendix 1 to Schedule 4;
Formula 4	means the formula identified as "Formula 4" within Appendix 1 to Schedule 4;
Formula 5	means the formula identified as "Formula 5" within appendix 1 to Schedule 4;
Formula 6	means the formula identified as "Formula 6" within appendix 1 to Schedule 4;
Framework Travel Plan	means the 'Framework Travel Plan' submitted with the Application (Velocity Transport Planning Ltd, November 2021, version 0.2);
Fundraiser	means a professional fundraiser appointed by the Owner, with the approval of the Council in accordance with paragraph 1 of Schedule 15 whose experience and seniority shall be commensurate with the project (and with any appointment to be first approved in writing by the Council) PROVIDED THAT the Owner shall not be required to spend more than £75,000 on the Fundraiser;
GLA	means the Greater London Authority a body established by the Greater London Authority Act 1999 or the successor to its statutory functions;

Green Skills Hub

means the temporary on-site skills hub/classroom to be constructed in the location shown for indicative purposes labelled "Green Skills Hub" and shaded green on the Green Skills Plan for the purposes of supporting green skills and providing green skills training and other employment, skills and enterprise training;

**Green Skills Hub
Management Plan**

means the plan to be submitted to the Council for approval which shall detail the Owner's proposed initiatives to be provided throughout the Construction Phase from the Green Skills Hub for:

- (a) promoting the increase of green skills within the London Borough of Islington;
- (b) promotion of the Council's "Green Skills Strategy";
- (c) training and education programmes to be offered from the Green Skills Hub for both adults living and working in the London Borough of Islington and programmes aimed at local schools such as the Council's 'World of Work 100 Hrs programme' and/or similar initiatives as nominated by the Council the delivery of which to be

coordinated in partnership with those nominated youth services;

- (d) provision of green skills training and theory/classroom-based activities on Site with referral to CONEL/The Skills Centre for online testing; and
- (e) targeted training opportunities for all apprentices secured pursuant to paragraph 1 of Schedule 13;

Green Skills Plan

means the plan attached to the Deed at Annexe 22;

Group Company

means any of the following in relation to of Peabody Developments Limited:

- (a) a subsidiary;
- (b) holding company; and
- (c) any subsidiary of its holding company;

Habitable Room

means any room in a Dwelling with the exception of the kitchen, bathroom and independent hallway except that a kitchen will be counted as a habitable room if it includes a dining space and that dining space is more than 13 square metres in area (inclusive of space for fittings);

Heat Demand

means the total demand for heating energy (measured in kilowatt hours), including demands for space heating and

hot water of all buildings and floor space comprised in the Development in accordance with the Energy Strategy;

Highways Plan

means the Plan appended to this Deed at Annexe 10 illustrating the Private Estate Roads;

Household Income

means in relation to:

- (a) a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and
- (b) joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;

Implementation

means the first date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development begins to be carried out and the terms "Implement" and "Implemented" shall be construed accordingly;

Index

means for calculating all Contributions the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such

other comparable index or basis for indexation as the Parties may agree;

Index Linked

means for calculating all Contributions linked to movements in the Index between the Committee Date and the date of actual payment so that the particular payment is adjusted in accordance with the following formula:

Amount Payable =

Relevant Amount x (A+B)

Where:

Relevant Amount = the payment to be Index Linked

A = the figure for the Index which applied when the Index was last published prior to the date that the Relevant Amount is paid under this Deed

B = the figure for the Index which applied when the Index was last published prior to the Committee Date

PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable under this Deed;

Initial Fit-Out Plans

means the following plans appended to this Agreement at Annexe 19:

- (a) Drawing number 17105 – 3 – P099 – P01; and

- (b) Drawing number 17105 – 3 – P100
– P01;

Instalment

means the following instalments, as applicable:

- (a) Instalment 1: 25% of the total amount the Council is required to pay the Owner under paragraph 8.2 of Schedule 15
- (b) Instalment 2: 35% of the total amount the Council is required to pay the Owner under paragraph 8.2 of Schedule 15
- (c) Instalment 3: 25% of the total amount the Council is required to pay the Owner under paragraph 8.2 of Schedule 15
- (d) Instalment 4: 13.5% of the total amount the Council is required to pay the Owner under paragraph 8.2 of Schedule 15
- (e) Instalment 5: 1.5% of the total amount the Council is required to pay the Owner under paragraph 8.2 of Schedule 15;

Intended Use

to provide a safe space:

- (a) to support and provide rehabilitation services to women with experience in the criminal

justice system; and

(b) for women to access support services and other services,

and other consistent uses as may be approved within the Feasibility and Commissioning Plan;

Intention Notice

means a notice in writing served on the Chargee by the Council under paragraph 2.2 of Schedule 3 that the Council is minded to purchase the relevant Affordable Housing Units;

Interest

means interest at 4% (four percent) above the base rate for the time being of Barclays Bank plc;

Joint Steering Group

means an advisory panel/board to be established by the Owner which shall comprise representatives of the Owner and the Council as well as experts in women's criminal justice, health and well-being and which may also include the Mayor's Office for Policing and Crime and who shall be engaged to inform and provide recommendations in respect of the Feasibility and Commissioning Plan Scope and Programme; Women's Building Feasibility and Commissioning Plan (as well as any amendments thereto and consideration of ongoing compliance), the Women's Building Generic Fit-Out Specification; initial and

subsequent appointments of Women's Building Operators and have an ongoing role in the monitoring and oversight of the services provided in and from the Women's Building;

Land

means the land to which the Application relates shown ~~hatched orange~~ ^{edged red} on the Land Plan;

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Land Plan

means the plan attached to this Deed and labelled ~~as such~~ at Schedule 1;

Landscaping Architect

means Exterior Architecture or another landscaping practice of similar standing (including any practice shortlisted by awards by the Landscape Institute in recognition of the quality of its work) as may be approved in writing by the Council from time to time;

Lease Condition

means the date on which:

- (a) the pre-conditions for the completion of the Trecastle Way Lease under the Trecastle Way Agreement for Lease have been satisfied; and
- (b) the Trecastle Way Agreement for Lease has been completed or the Council has provided the Owner or its agreed nominee with an executed form of the agreed Trecastle Way Agreement for Lease with irrevocable

unconditional authority to complete it;

Local Residents

means residents of the Council's administrative area or those living or working within it;

London Living Rent Housing

means rented housing provided by a Registered Provider that is required to be offered to Eligible Renters on a time-limited tenancy:

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) under which annual housing costs, including rent and service charges, must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed);
- (d) under which the rent (inclusive of service charges), which is to be set by the Registered Provider in

consultation with the Council, is at the time of the letting in question: (i) not more than 80% of the local market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); (ii) and equal to or less than the relevant maximum rents published by the GLA annually; and

- (e) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period but subject always to annual housing costs, including rent and service charges, not exceeding 28% of the relevant annual gross income upper limit specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed)

PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph ((d; above;

**London Living Rent
Housing Units**

means the London Shared Ownership Housing Units to be converted to London Living Rent Housing in accordance with

any Alternative Affordable Housing Tenure Scheme;

London Living Wage

means the hourly rate of pay independently calculated and published by the Resolution Foundation overseen by the Living Wage Commission (or such other future entity appointed to calculate and publish the London Living Wage for that year), based on the best available evidence about living standards in London and the UK;

London Shared Ownership Housing

means housing let through a Registered Provider offered to Eligible Purchasers (with priority being given to Local Residents) to be occupied:

- (a) partly for rent and partly by way of owner occupation on Shared Ownership Terms; and
- (b) on the basis that average annual housing costs, including service charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28% of £90,000 (being equivalent to 45% of net income, with net income being assumed to be 70% of gross income) as adjusted in proportion to the increase in the relevant upper limit specified in the latest GLA's 'London Plan Annual

Monitoring Report' from time to time;

London Shared Ownership Housing Units means the Affordable Housing Units to be provided as London Shared Ownership Housing in accordance with paragraph 1 of Schedule 3 of this Deed and as shown shaded in blue on the Affordable Housing Plans;

London Shared Ownership Lease means a lease on Shared Ownership Terms;

Market Housing means the 392 Dwellings to be provided as part of the Development which are not the Affordable Housing Units (and "Market Home" and "Market Housing Unit" shall be construed accordingly);

Meet the Buyer Events means events for local businesses in the London Borough of Islington to discuss opportunities to provide goods and services in relation to the Development in the Construction Phase and which shall be coordinated with the Council's Inclusive Economy & Jobs Service;

Mid Stage Review means the review required under paragraph 4 of Schedule 4;

Mid Stage Review Cap means the cap calculated in accordance with Formula 6;

Mid Stage Review Contribution means the any contribution payable under paragraph 4.2 of Schedule 4;

Moratorium Period

means, in each instance where a Chargee has served a Default Notice under paragraph 2.1.1 of Schedule 3, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council);

Nature Garden

means an area of 2,977sqm of public open space shown edged and shaded yellow on the Public Open Space Plan;

Net Sales Area

means net sales area in accordance with the RICS Code of Measuring Practice (6th Edition);

Occupation

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing, security operations or display and the terms "Occupy", "Occupier", "Occupiers" and "Occupied" shall be construed accordingly;

Operational Phase

means that phase of the Development from first Occupation of any of the Commercial Floorspace;

Option

means the option to be granted to the Council (and/or its nominated substitute

Registered Provider) in accordance with paragraph 2.3 of Schedule 3 for the purchase of the Affordable Housing Units;

Phase means a phase of the Development as shown on the Phasing Plan or as otherwise agreed in writing with the Council;

Phase 1 means phase 1.1, phase 1.2 and phase 1.3 of the Development as shown shaded yellow, green and blue respectively on the Phasing Plan which shall include the construction of Blocks E1, E2, D1, D2, D3, C1 and C2;

Phase 2 means phase 2 of the Development as shown shaded orange on the Phasing Plan which shall include the construction of Blocks A1, A2, A3 and A4;

Phase 3 means phase 3 of the Development as shown shaded red on the Phasing Plan which shall include the construction of Blocks B1, B2, B3, B4, B5 and B6;

Phasing Plan means the plan attached to this Deed at Annexe 13 showing the Phases of Development (and for the avoidance of doubt this plan is for indicative purposes only and relates to the obligations in this Deed with details of phasing of the Planning Permission being secured by condition 3 of the Planning Permission);

Planning Permission	means the full planning permission granted pursuant to the Application;
Practical Completion	means the date on which the Development (or relevant part of it) is properly certified as practically complete by the Owner's relevant professional under the contract for the construction of the Development and the term " Practically Complete " shall be construed accordingly;
Price Per Carbon Tonne	means £95 per carbon tonne increased in accordance with the Index from the date of this Deed until the date of payment of any As Built Carbon Offset Contribution paid pursuant to paragraph 1.4 of Schedule 12;
Private Estate Roads	means those roads shown hatched yellow on the Highways Plan which are to be constructed by the Owner and which are not intended to be adopted as highway maintainable at public expense unless otherwise agreed between the Owner and the Council;
Protected Tenant	means any tenant who: <ul style="list-style-type: none"> (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in

respect of a particular Affordable Housing Unit;

- (b) has exercised any statutory right to buy pursuant to the Housing Act 1985 (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit (staircased to 100%);

Public Open Space

means :

- (a) the Central Park;
- (b) the Nature Garden; and
- (c) City Street (Camden/Parkhurst Road);

**Public Open Space
Maintenance and
Management Strategy**

means the strategy for the ongoing maintenance and management of the Public Open Space as submitted and

approved pursuant to conditions 49 and 52 of the Planning Permission;

**Public Open Space
Phasing Plan**

means the plan attached to this Deed at Annexe 12 showing the Public Open Space;

Public Open Space Plan

means the plan attached to this Deed at Annexe 14;

Public Subsidy

means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owners to support the delivery of the Development;

**Reasonable Service
Charge**

means a sum that covers the service charge contributions required to be paid by the tenants of the Social Rented Housing Units and Social Rent Extra Care Unit from time to time for those services and facilities which is reasonable on the basis that they:

- (a) do not exceed actual costs incurred;
- (b) are accounted for and explained in communication to the tenants;
- (c) are in accordance with the guidance regulating service charges provided by the Regulator from time to time; and
- (d) are of a nature and to a standard reasonably required in connection with the relevant Social Rented

Housing Unit or Social Rent Extra Care Unit (as applicable to that tenant) such as (without prejudice to the generality of the foregoing):

- (i) maintaining, repairing and keeping secure the said Social Rented Housing Unit or Social Rent Extra Care Unit (as applicable to that tenant) and common parts thereof;
 - (ii) the cleaning and lighting of common parts; and
 - (iii) the maintenance of any landscaping areas, communal gardens or access routes to which the occupier of the Social Rented Housing Unit or Social Rent Extra Care Unit (as applicable to that tenant) has access in each Block and the Private Estate Roads;
- (e) relate to the maintenance of other parts of the Development to which the Social Rented Housing Unit or Social Rent Extra Care Unit (as applicable to that tenant) has access, which satisfy (a) to (d);

Registered Provider	means a provider of Affordable Housing which is registered in a register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008 in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);
Regulator	means the regulator of social housing (as those terms are defined in the Housing and Regeneration Act 2008) being the Regulation Committee of the Homes and Communities Agency established pursuant to, inter alia, s178 of the Localism Act 2011 or such other body as might succeed it or to whom the functions of this regulator may be transferred;
Relevant Date	means the day falling 20 months before the Anticipated Block C1 Occupation Date;
Residential Travel Plan	means a travel plan in relation to the residential part of the Development (including for the avoidance of doubt all of the Dwellings) substantially in accordance with the 'Residential Travel Plan' at section 5 of the Framework Travel Plan;
Residential Travel Plan Update	means an update on the operation and effectiveness of the Residential Travel Plan which takes into account any further measures reasonably requested or required to be made by the relevant

officer of the Council and which includes an up-to-date full travel survey indicating the travel patterns of the occupiers and users of the relevant part of the Development;

Residents' Facility

means the 1,334 sqm (GIA) space to be constructed as part of the Development at ground floor level of Block D which shall provide an amenity space for the residents of the Development;

Residents' Facility Management Plan

means a plan which shall specify:

- (a) details of management arrangements of the Residents' Facility;
- (b) details of booking systems and charges to the Residents' Facility and all relevant services/facilities provided; and
- (c) that for at least one day a week, a space no less than 68 sqm (GIA) within the Residents' Facility shall be made available to all residents of the Development and tenant/residents associations associated with the Development free of charge;

Residents' Parking Bay

means a parking place designated in an order under section 45(2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the Borough of

Islington which is located outside but in the vicinity of the Development;

Residents' Parking Permit means a permit issued by the Council to park a motor vehicle in a Residents' Parking Bay;

Review Date means the date of the submission of the Development Viability Information pursuant to paragraph 2 or 4 of Schedule 4, as applicable;

S278 Agreement means an agreement to be entered into between the Owner and Transport for London pursuant to section 278 of the Highways Act 1980 for the carrying out of the S278 Works;

S278 Plan means the plan appended to this Deed at Annexe 15 showing the S278 Works;

S278 Works means the carrying out of footway and pedestrian crossing works on Camden Road and Parkhurst Road the extent of which is as shown illustratively hatched in red on the S278 Plan;

Second Fix MEP means the second fix mechanical, electrical and plumbing works comprising all the work after the plastering/plasterboarding. Electrical fixtures are connected to the cables, sinks and showers etc are connected to the pipes. Systems can be considered to now be live

if the supply has been energised but are yet to be commissioned.

Shared Ownership Terms

means letting:

- (a) in accordance with 'shared ownership arrangements' within the meaning of section 70(4) of the Housing and Regeneration Act 2008;
- (b) where the shared ownership lessee for the time being has the right to carry out equity staircasing and dispose of the unit on the open market; and
- (c) on a lease in the form of the GLA standard lease on terms where:
 - (i) the percentage of the value of the dwelling paid as a premium on the day on which a lease is granted under the shared ownership arrangement does not exceed 75% of the market value (where the market value at any time is the price which the dwelling might reasonably be expected to fetch if sold at that time on the open market);
 - (ii) on the day on which a lease is granted under the shared ownership arrangements, the

annual rent payable is not more than 3% of the value of the unsold interest; and

- (iii) in any given year the annual rent payable does not increase by more than the percentage increase in the CPI index for the year to September immediately preceding the anniversary of the day on which the lease was granted plus 1%;

Shell and Core

means all the works needed to achieve the first stage of the fit out of the Women's Building in accordance with the layout shown on the Shell and Core Plans;

Shell and Core Plans

means the following plans:

- (a) drawing number 17105 – 3 – P150 – P01; and
- (b) drawing number 17105 – 3 – P151 – P01

each appended to this Deed at Annexe 20;

Site



means that part of the Land against which this Deed may be enforced as shown ~~marked~~ ^{marked} ~~on the Plan~~ ^{on the site} which is known as the Former Holloway Prison, Parkhurst Road, London, N7 ONU under Title Number NGL804775;

Site Plan	means the plan attached to this Deed and labelled as such at Schedule 1;
Social Rent Extra Care Management & Maintenance Plan	means a maintenance and management plan to be prepared by the Owner and/or the Extra Care Registered Provider confirming how the Social Rent Extra Care Units, the Social Rent Extra Care Communal Facilities and Social Rent Extra Care Staff Space (and the building in which these elements are to be provided) will be maintained and managed by the Extra Care Registered Provider);
Social Rent Extra Care Commissioner	means the Council in its capacity as commissioner of extra care services to the tenants of the Social Rent Extra Care Units;
Social Rent Extra Care Communal Facilities	means the 363 sqm of communal facilities to be provided for the benefit of the residents of the Social Rent Extra Care Units in the area shown shaded yellow for indicative purposes on the Social Rent Extra Care Plan;
Social Rent Extra Care Eligible Tenants	means persons eligible to be nominated by the Council (through its Adult Social Care Team) for a tenancy of Social Rent Extra Care Housing which shall be based upon being: <ul style="list-style-type: none"> (a) eligible for social care needs under the Care Act 2014 (or such

replacement legislation as enacted from time to time); and

- (b) over the age of 55 years old (unless otherwise agreed between the Extra Care Registered Provider and the Council);

Social Rent Extra Care Fit-Out Specification

means the final specification for fitting out of the Social Rent Extra Care Units (which shall include specific features required to allow for reasonable adjustments to be made to accommodate specific care and support needs which shall be agreed pursuant to paragraph 1.2 of Schedule 5) and the Social Rent Extra Care Communal Facilities and Social Rent Extra Care Staff Space (which shall be delivered to Category B fit-out) which may include the following features:

- (a) hoist bearing ceilings;
- (b) runners in communal areas;
- (c) assisted bathing area in the communal facilities;
- (d) built in assistive technology (digital care solutions);
- (e) partitioning; including any meeting rooms, offices and breakout spaces;
- (f) all soft furnishings;

- (g) ventilation, heating and power points;
- (h) non-communal staff facilities;
- (i) any breakout spaces; and
- (j) IT installation and infrastructure;

Social Rent Extra Care Housing

means Affordable Housing which is housing that:

- (a) is owned by local authorities or Extra Care Registered Providers;
- (b) is rented to Social Rent Extra Care Eligible Tenants in perpetuity at Target Rent levels or such successor to Target Rent levels as may be set by the Regulator from time to time; and
- (c) includes provision of additional care facilities to enable occupiers to receive care and support to promote their independence;

Social Rent Extra Care Nominations Agreement

means an agreement entered into by the Extra Care Registered Provider and the Council under which:

- (a) the Council shall have 100% nomination rights to nominate Social Rent Extra Care Eligible Tenants to all Social Rent Extra Care Units for the lifetime of the

Development;

- (b) the Extra Care Registered Provider shall benefit from a full void loss indemnity clause after 20 working days if a suitable tenant cannot be identified;
- (c) a requirement for the Extra Care Registered Provider to enter into a service level agreement with the Social Rent Extra Care Operator setting out:
 - (i) expectations of joint working (including without limitation on any housing management issues that may arise from time to time, such as reporting repairs and defects and support in communications with tenants);
 - (ii) ways in which the Social Rent Extra Care Operator will support the Extra Care Registered Provider in development and delivery of communal activities and community events;

Social Rent Extra Care Operator

means the care and support organisation responsible for the extra care services provided to the Social Rent Extra Care

Units and Social Rent Extra Care Communal Facility as commissioned by the Social Rent Extra Commissioner;

Social Rent Extra Care Plan

means the plan attached to this Deed at Annexe 23;

Social Rent Extra Care Staff Space

means the 36 sqm of space to be provided for the exclusive use and benefit of the Social Rent Extra Care Operator and the staff of the providers of the extra care services and which shall include an office space and changing rooms as shown shaded pink for indicative purposes on the Social Rent Extra Care Plan;

Social Rent Extra Care Staff Space Lease

means a lease or sub-lease granted by the Extra Care Registered Provider to the Council or Social Rent Extra Care Operator (as directed by the Council) in respect of the Social Rent Extra Care Staff Space;

Social Rent Extra Care Units

means the 60 Affordable Housing Units to be provided:

- (a) as Social Rent Extra Care Housing in accordance with paragraph 1 of Schedule 5; and
- (b) in the locations shown shaded yellow on the Affordable Housing Plans;

Social Rented Housing means Affordable Housing which is housing owned by local authorities or Registered Providers and rented to eligible households in perpetuity at Target Rent levels or such successor to Target Rent levels as may be set by the Regulator from time to time;

Social Rented Housing Nominations Agreement means an agreement entered into by the Registered Provider with the Council which shall take into account any local allocations policy adopted in respect of the Development by the Council from time to time by which the Council may nominate tenants for the Social Rented Housing Units substantially in accordance with the Council's standard terms but PROVIDED ALWAYS THAT any agreement shall provide 100% nominations to the Council in respect of all initial tenancies and 95% nominations in respect of all subsequent tenancies;

Social Rented Housing Units means the Affordable Housing Units to be provided as Social Rented Housing in accordance with paragraph 1 of Schedule 3 of this Deed and as shown shaded yellow on the Affordable Housing Plans;

Substantial Implementation means the occurrence of the following in respect of the Development:

- (a) completion of all demolition, enabling and infrastructure works to be carried out as part of Phase

1;

(b) completion of all ground preparation works and the foundations for the core of the Development to be carried out in Phase 1; and

(c) construction to slab level (superstructure only) of upper ground floor of Block C1 and Block C2;

Substantial Implementation Target Date means the date 24 months from but excluding the date of grant of the Planning Permission PROVIDED THAT:

(1) where legal proceedings are brought to challenge the validity of the grant of the Planning Permission this period of 24 months shall be extended by the lesser of:

(a) the period of such proceedings commencing on the date the claim form is filed in the High Court until the date they are finally disposed of; and

(b) 12 months;

and

- (2) such 24 month period shall be extended by an amount equal to any period or periods during which construction activity is required to pause due to an Act of Parliament or direction from the Government relating to the Covid-19 pandemic which prohibits access to or activity on the Site for the purposes of carrying out construction activities in connection with the construction of the Development;

Sums Due

means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;

Supply Chain Strategy

means a strategy to be submitted to the Council by the Owner which shall set out the proposed employment policies that will be implemented through the construction supply chain in relation to the Development to promote:-

- (a) diversity and inclusion;
- (b) continuous professional development;
- (c) well-being;
- (d) net zero (e.g. cycle to work); and

(e) flexible and part-time working where the role permits;

Target Rent

means the rent for Social Rented Housing and Social Rent Extra Care Housing conforming with the Regulator's national rent restructuring regime (including those rent formulas set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time;

TfL

means Transport for London or successor body to its relevant functions;

TfL Bus Contribution

means a financial contribution of £500,000 to be applied by TfL towards bus service improvements within the vicinity of the Site.

TfL Highway Reinstatement Agreement

means an agreement entered into between the Owner and Transport for London for the reinstatement of such of Transport for London's highways as fall within the TfL Reinstatement Area;

TfL Reinstatement Area

means the highways and footways in the vicinity of the Development shown hatched red on the TfL Reinstatement Plan;

TfL Reinstatement Plan

means the plan attached to this Deed at Annexe 16;

Trecastle Way Agreement for Lease	means the agreement for lease to be entered into by the Owner and the Council in accordance with the heads of terms set out at Appendix 1 of Schedule 14 unless otherwise agreed in writing by the Council;
Trecastle Way Lease	means the lease granted by the Council to the Owner of the Trecastle Way Works Land either pursuant to the Agreement for Lease entered into pursuant to paragraph 1.1.2 of Schedule 14 or pursuant to paragraph 1.17 of Schedule 14;
Trecastle Way Plan	means the plan attached to this Deed at Annexe 18;
Trecastle Way Works	means the works for the Trecastle Way connection shown on the Trecastle Way Plan to be approved in detail under condition 49 of the Planning Permission and in accordance with the Trecastle Way Works Specification;
Trecastle Way Works Completion Date	means where the Council has constructed the works using the Estimated Trecastle Way Contribution, the later of: <ul style="list-style-type: none"> (a) Practical Completion of the Trecastle Way Works; and (b) the expiry of an 18-month maintenance period with no defects corrections being reasonably necessary (or, where defects corrections are necessary, the

expiry of a further 6 months after the end of the 18 month period, with no further apparent defects);

Trecastle Way Works Land means the land shown edged blue on the Trecastle Way Plan being the land on which the Trecastle Way Works shall be provided;

Trecastle Way Works Specification means the detailed specification for the carrying out the Trecastle Way Works which shall require the delivery of the Trecastle Way Works to a standard not less than Adoptable Standard.

Wheelchair Accessible Unit Marketing Plan means a scheme to be submitted to the Council in accordance with paragraph 1.2 of Schedule 6 and which shall specify how the Wheelchair Accessible Units will be marketed to wheelchair users with specific marketing materials aimed at that audience and which will indicate which of the Dwellings are Wheelchair Accessible Units and also specify room sizes, kitchens and wheelchair accessible features/specifications and which shall include –

- (a) in relation to those Wheelchair Accessible Units that are not also Social Rent Extra Care Housing a requirement that prior to first sale or lettings and all subsequent lettings of these units of any of these units to market for a period

of not less than 6 months in accordance with the marketing plan or until the applicable the Wheelchair Accessible Unit has been sold or let to a wheelchair user (whichever being the shorter) with priority given to Local Residents in the first instance and then London-wide second;

- (b) in relation to all Wheelchair Accessible Units to ensure that the design standards, specific qualities and capacity of the Wheelchair Accessible Units are included and described as such (description to be approved in writing by the Council) prominently in any and all material used for advertising or marketing the Site including but not limited to brochures, showrooms, newspaper advertisements, websites and billboards;

Wheelchair Accessible Unit Mix

means the specification of the size, tenure and category M standard of the Dwellings that will be provided as Wheelchair Accessible Units as set out at Annexe 3;

Wheelchair Accessible Units

means the 120 Dwellings purpose-designed and built wheelchair standard housing designed in accordance with Building Regulation requirement M4 (3) 'wheelchair user dwellings' and within this

requirement, wheelchair accessible dwellings are either 'wheelchair adaptable'; 'constructed with the potential to be adapted for occupation by a wheelchair user' (M4(3)(2)(a)) or they are 'wheelchair accessible' 'suitable for immediate occupation by a wheelchair user' (M4(3)(2)(b)); to specifically meet the needs of wheelchair users and to ensure Occupiers who are wheelchair users have access to every facility inside and outside of the dwelling to be provided in accordance with paragraph 1 of Schedule 6 and shown shaded green (M4(3)(2)(a)) and orange (M4(3)(2)(b)) on the Wheelchair Accessible Units Plans;

**Wheelchair Accessible
Units Plans**

means the plans attached to this Deed at Annexe 4 showing the Wheelchair Accessible Units;

Women's Building

means the 1,489 sqm (GIA) building identified on the Women's Building Plan with separate secured access which is to be constructed by the Owner in accordance with the Planning Permission, fitted out in accordance with the Women's Building Fit-Out and (other than as expressly provided for in this Deed) Occupied by a Women's Building Operator in accordance with the approved Feasibility and Commissioning Plan;

- Women's Building Fit-Out** means the works required to fit out the Women's Building either in accordance with the Women's Building Generic Fit-Out Specification or the Women's Building Operator's Fit-Out Specification (as applicable);
- Women's Building Garden** means the 699 sqm garden area to be provided at the rear of Women's Building for the dedicated use of the Women's Building, the location of which is shown on the Women's Building Plan and the final details (including landscaping) of which shall be secured pursuant to condition 49 of the Planning Permission;
- Women's Building Generic Fit-Out Specification** means the specification for the works required to fit out the Women's Building substantially in accordance with the layout and initial specification shown on Initial Fit-Out Plans appended to this Agreement to at least a Category B standard fit out (fitted out ready for Occupation) PROVIDED THAT the cost of such fit out above the Shell and Core (including, without prejudice to the generality of the foregoing, any design fees) shall not exceed £2.9 million (£2,900,000) Index Linked or as otherwise agreed in writing by the Council and the Owner;
- Women's Building Lease** means a lease of the Women's Building and Women's Building Garden to be

granted by the Owner to the Women's Building Operator and which shall be in accordance with the heads of terms as set out at Appendix 1 of Schedule 15 unless otherwise agreed in writing by the Council;

Women's Building Operator

means the organisation that:

- (a) is either:
 - (i) proposed by the Owner and approved by the Council (taking into account any recommendations of the Joint Steering Group); or
 - (ii) proposed by the Council and agreed with the Owner (taking into account any recommendations of the Joint Steering Group) (and following agreement by the Owner to the Council's proposed operator that operator will for purposes of this Deed deemed to be approved);

and

- (b) shall, following grant of the Women's Building Lease, be responsible for the management

and operation of and services provided from the Women's Building in accordance with the Women's Building Feasibility and Commissioning Plan and at all times only for the Intended Use

**Women's Building
Operator's Fit-Out
Specification**

means the specification for the works required to fit out the Women's Building to the requirements of the Women's Building Operator to at least a Category B standard fit out PROVIDED THAT the cost of such fit out above the Shell and Core (including, without prejudice to the generality of the foregoing, any design fees) shall not exceed £2.9 million (£2,900,000) Index Linked or as otherwise agreed in writing by the Council and the Owner. The specification shall be guided by the recommendations of the Joint Steering Group and the Feasibility and Commissioning Plan and which may include but not be limited to:

- Fully fitted kitchens
- Partitioning; including any meeting rooms, offices and breakout spaces
- All soft furnishings
- Ventilation, heating and power points

- IT installation and infrastructure

Women's Building Plan means the plan attached to this Deed at Annexe 21;

Working Day means any day other than a Saturday, a Sunday, Christmas Day, Good Friday or a day which is a bank holiday;

Workplace Travel Plan means a travel plan in relation to the commercial part of the Development (including for the avoidance of doubt the Commercial Units and the Women's Building) substantially in accordance with 'Full Workplace Travel Plan' at section 6 of the Framework Travel Plan;

Workplace Travel Plan Update means an update on the operation and effectiveness of the Workplace Travel Plan which takes into account any further measures reasonably requested or required to be made by the relevant officer of the Council and which includes an up-to-date full travel survey indicating the travel patterns of the occupiers and users of the relevant part of the Development;

2 INTERPRETATION

2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a Party and where such persons undertake to perform or observe an obligation, all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and any words placing a Party under a restriction include an obligation not to cause, suffer or permit any infringement of that restriction.
- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act from time to time for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any Party to this Deed or to the Mortgagee shall include the successors in title to that Party or the Mortgagee (as relevant) and to any person deriving title through or under that Party or the Mortgagee (as relevant) and in the case of the Council the successor to its statutory functions.
- 2.9 Save in respect of the Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.10 All Parts, Schedules and Annexes attached to this Deed are to be read as if the same were incorporated into the main body of the Deed.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 1 of the Localism Act 2011, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974 and all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings in this Deed are planning obligations relating to the Site made pursuant to Section 106 of the Act which are enforceable by the Council as local planning authority and which the Parties agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

4 LEGAL EFFECT

- 4.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.2 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to Implementation.
- 4.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.4 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 4.5 Nothing contained or implied in this Deed shall prejudice, fetter or otherwise affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions rights, powers or obligations.

- 4.6 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 4.7 This Deed shall be registrable as a local land charge by the Council.
- 4.8 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council (or vice versa) under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 4.9 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 unless specifically stated to be so.
- 4.10 This Deed shall not be enforceable against:
- 4.10.1 any statutory undertaker or person who acquires any part of the Site or any interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;
- 4.10.2 a person whose legal interest and/or Occupation of the Site is limited to not more than:
- (a) one Dwelling save for:
- (i) those persons whose interest and/or Occupation relates to:
- (A) an Affordable Housing Unit in which case paragraphs 1.2, 1.3 and 1.12 of Schedule 3 (insofar as the restriction relates to the ongoing occupation restriction in respect of the unit) shall apply;
- (B) an Extra Care Unit in which case paragraphs 1.1 and 1.9 of Schedule 5 (insofar as the restriction

relates to the ongoing occupation restriction in respect of the unit) shall apply; and

- (C) a Wheelchair Accessible Unit in which case paragraphs paragraph 1.1, 1.3 and 1.4 of Schedule 6 (insofar as the restriction relates to retaining, marketing and disposal in respect of the unit) shall apply;

and

- (ii) in respect of all persons whose legal interest and/or Occupation of the Site is limited to one Dwelling paragraph 3.4 and 3.5 of Schedule 7 (car free dwellings) shall apply;
- (b) one Commercial Unit save for the obligations in paragraph 3.9.3 of Schedule 7 (compliance with Workplace Travel Plan); paragraph 1.11 of Schedule 8 (compliance with Delivery and Servicing Plan); and paragraph 2.1 of Schedule 13 (compliance with Operational Phase employment and skills provisions);

or:

- (c) any occupier of the Women's Building save for the obligations in paragraphs 5.1 and 5.8 of Schedule 15 (ongoing use restriction and compliance with the Feasibility and Commissioning Plan in respect of the Women's Building)

PROVIDED THAT in addition to those paragraphs referenced above compliance with the Estate Roads Car Parking and Traffic Management Plan (insofar as it relates to parking and traffic management control to individual owners or occupiers of the Development) in accordance with paragraph 2.1.5 of Schedule 7 shall apply to all persons to which the clause 4.10.2 applies.

5 CONDITIONALITY

- 5.1 Subject to clause 5.2, this Deed comes into effect on the date hereof.
- 5.2 Clause 6.1 and the Schedules to this Deed are conditional on the grant and Implementation of the Planning Permission except in respect of those obligations which expressly require something to be done prior to Implementation or prohibit Implementation of the Development before something has been done shall come into effect on the date of the Planning Permission.

6 OWNER'S COVENANTS

- 6.1 The Owner covenants with the Council so as to bind its interest in the Site that it will observe and perform the covenants, obligations and restrictions contained in Schedules 2 to 15 of this Deed.
- 6.2 The Owner covenants with the Council so as to bind its interest in the Site to pay on completion of this Deed the Council's reasonable legal costs in connection with the preparation, consideration, negotiation and completion of this Deed receipt of which the Council hereby acknowledges.

7 COUNCIL'S COVENANTS

The Council covenants with the Owner to observe and perform the covenants and restrictions set out in Schedule 16.

8 TITLE AND CHANGE IN OWNERSHIP

- 8.1 The Owner and the Mortgagee each covenants that it has full power to enter into this Deed and bind itself to the covenants and obligations contained in it and that this Deed has been properly executed by them.
- 8.2 The Owner warrants that it is the freehold owner of the entire Site and that the Site is free from mortgages, charges or other financial encumbrances other than the legal interest of the Mortgagee referred to in Recital C above and that there is no other person having any legal interest in the Site.

8.3 The Owner shall:

8.3.1 apply to the Chief Land Registrar to register this Deed in the Register of its title to the Site and to supply to the Council as soon as reasonably practicable after registration official copies of such titles to show the entry of this Deed in the Charges Registers of the same; and

8.3.2 give the Council immediate written notice of any change in ownership of any of its or their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice shall include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

9 INDEXATION

All sums payable to the Council under this Deed, with the exception of those sums due pursuant to clause 6.2, shall be Index Linked.

10 INTEREST

Any money payable to the Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

11 GOOD FAITH

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

11.2 The Parties shall at all times use reasonable endeavours to ensure that the planning purposes underlying their respective obligations under this Deed are achieved and are carried out in accordance with good industry practice at the time of performance PROVIDED THAT this clause shall not imply or create any obligation upon any party which is additional to the obligations expressly set out in this Deed.

11.3 Where there is a reasonable endeavours, all reasonable endeavours or best endeavours obligation in this Deed and the Party responsible cannot fulfil the objective of the obligation then on request that Party shall provide an explanation of the steps it has undertaken in carrying out its reasonable all reasonable or best endeavours obligation.

12 DISPUTE RESOLUTION

12.1 Other than as otherwise provided for in this agreement where any matter the subject of this Deed shall be in dispute, the Parties to the dispute shall use reasonable endeavours to resolve the same for at least 28 days.

12.2 If the dispute remains unresolved having used reasonable endeavours to resolve the dispute pursuant to clause 12.1, either Party may refer the dispute for determination by an expert suitably qualified to deal with the subject matter of the dispute ("Expert").

12.3 The Parties shall attempt to jointly agree an Expert and once an Expert has been agreed upon a request shall be made jointly by the Parties to the dispute for the Expert to determine the dispute in accordance with the provisions of clause 12.6 below.

12.4 In the event that the Parties to the dispute are not able to jointly agree an Expert in accordance with clause 12.3 above then an application may be made (either jointly or unilaterally) to the President for the time being of the Royal Town Planning Institute (or other professional body as agreed between the Parties) for the appointment of an Expert in accordance with the provisions of clause 12.6 below.

12.5 Prior to any referral to an Expert pursuant to clauses 12.2 to 12.4 above the Parties to the dispute shall use all reasonable endeavours to agree a written statement of common ground for no less than 14 days.

12.6 The terms of reference of any Expert appointed to determine a dispute shall include the following:

12.6.1 the Expert shall be entitled to make directions concerning the determination of the dispute he considers appropriate and necessary given the nature of the dispute and to assist the fair determination of the dispute. Such directions may include:

- (a) the terms of the dispute to be determined (if not agreed between the Parties to the dispute);**
- (b) whether the dispute should be determined over more than one stage; and/or**
- (c) disclosure of relevant information to be relied upon by either of the Parties to the dispute;**

12.6.2 the Expert shall call for representations from the Parties to the dispute within 28 days (or an alternative period should the Expert so direct) of a reference to him under this Deed and require the Parties to the dispute to exchange representations within this period;

12.6.3 the Expert shall allow the Parties to this dispute 21 days (or an alternative period should the Expert so direct) from the expiry of the period referred to under clause 12.6.2 above to make counter representations;

12.6.4 if it is directed that the dispute be determined over more than one stage pursuant to clause 12.6.1(b) above then further representations shall be made in accordance with the timeframes set out in clauses 12.6.2 and 12.6.3 above in respect of each stage;

12.6.5 any representations or counter representations received out of time may be disregarded by the Expert;

12.6.6 the Expert shall provide the Parties with a written decision (including his reasons) within twenty-eight days (or longer period as agreed between

the Parties to the dispute if required by the Expert) of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit;

12.6.7 subject to clause 12.6.8 below the Expert's costs and the costs of any independent expert advice called for by the Expert shall be split equally between the Parties to the dispute;

12.6.8 in the event the application for an Expert to be appointed is made unilaterally (pursuant to clause 12.3 above) the Expert shall be entitled to direct that his costs and the costs of any independent expert advice called for shall be paid in full by the referring Party should he consider that the dispute (or any element of it) was without merit or unreasonable; and

12.6.9 each Party to the dispute shall bear its own costs unless otherwise directed by the Expert.

12.7 The determination of the Expert shall be final and binding upon the Parties save in the event of fraud or manifest error.

12.8 Nothing in this clause 12 shall preclude any Party seeking recourse in the Court.

12.9 Where the Council, the External Consultant, or Joint Steering Group's satisfaction, decision, approval, opinion or notice is expressed to be required under any provision of this Agreement, a determination by the Expert in relation to such satisfaction, decision, approval or notice shall constitute such satisfaction, decision, approval, opinion or notice for the purposes of such provision.

13 NOTICES

13.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail (except for notices under paragraph 1 of Schedule 2) and such notices or other communications should be addressed as provided in this clause 13.

13.2 Any such notice or other communication, if so addressed, shall be deemed to have been received if delivered in accordance with the provisions of section 196 of the Law of Property Act 1925.

13.3 The address, relevant addressee and reference for each Party are:

for the Council:

Address: Strategic Planning and Transport, Planning and Development, Islington Council, Town Hall, Upper Street London N1 2UD Relevant addressee: Principal Planner – Obligations (section 106) Email: s106@islington.gov.uk

for the Owner:

Address: 45 Westminster Bridge Road, London SE1 7JB Relevant addressee: Project Director – Holloway Reference: Holloway Prison Email: DevelopmentSalesBusinessSupportTeam@peabody.org.uk

for the Mortgagee:

Address: City Hall, Kamal Chunchie Way, London E16 1ZE Relevant addressee: GLAP Senior Officer Reference: Holloway Prison – 16380 Email: glap@london.gov.uk

If a Party changes its name, address or relevant addressee for the purposes of this clause it shall notify the other Parties in writing.

14 INDEMNITY

The Owner agrees to indemnify and keep the Council fully indemnified against all claims, demands, actions, costs and expenses reasonably and properly incurred for which the Council may become liable arising out of any failure by the Owner to perform any of the obligations contained in this Deed provided that the Council shall keep the Owner informed of any such claims, demands, actions, costs and expenses and shall have regard to any proper representations made by the Owner.

15 MORTGAGEE'S CONSENT AND EXCLUSION CLAUSE

- 15.1 Subject to the remainder of this clause 15, the Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with the Mortgagee's consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the Mortgagee's mortgage over the Site shall take effect subject to this Deed
- 15.2 Subject to clause 15.3 the Mortgagee and/or any subsequent mortgagee or chargee of the whole or any part of the Site (including any Phase or part of any Phase) shall have no liability under this Deed unless it takes possession of the Site or it appoints a receiver or administrative receiver (as such terms are defined in the mortgage or charge) over the area to which the mortgage or charge relates, in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.
- 15.3 Clause 15.2 shall only apply to a mortgagee or chargee who is a full member of the Council of Mortgage Lenders or UK Finance or any other lender approved by the Council in its absolute discretion (and for this purpose the Council approves the Mortgagee) PROVIDED THAT the requirement for a mortgagee or chargee to be a full member of the Council of Mortgage Lenders or UK Finance (or to otherwise be approved by the Council in its absolute discretion) shall cease to apply in relation to any Phase or part thereof once it has reached Practical Completion (provided that any such mortgagee or chargee's interest relates only to that Phase or part thereof that has reached Practical Completion).


16 JURISDICTION

The validity, construction and performance of this Deed is governed by and construed in accordance with the law of England.

EXECUTED AS A DEED and delivered as such on the date first written.

Schedule 1
(Site Plan and Land Plan)

728703



AUTHORISED OFFICER
Alley

REV 01/1/2021 PLANNING

NOTE: When this drawing is stamped in accordance with the requirements of a Planning Permission it is a condition of the permission that the applicant/contractor shall be responsible for the construction of the works.

NOTE: All works shown on this drawing are subject to the availability of materials and the contractor shall be responsible for the construction of the works.

NOTE: All works shown on this drawing are subject to the availability of materials and the contractor shall be responsible for the construction of the works.

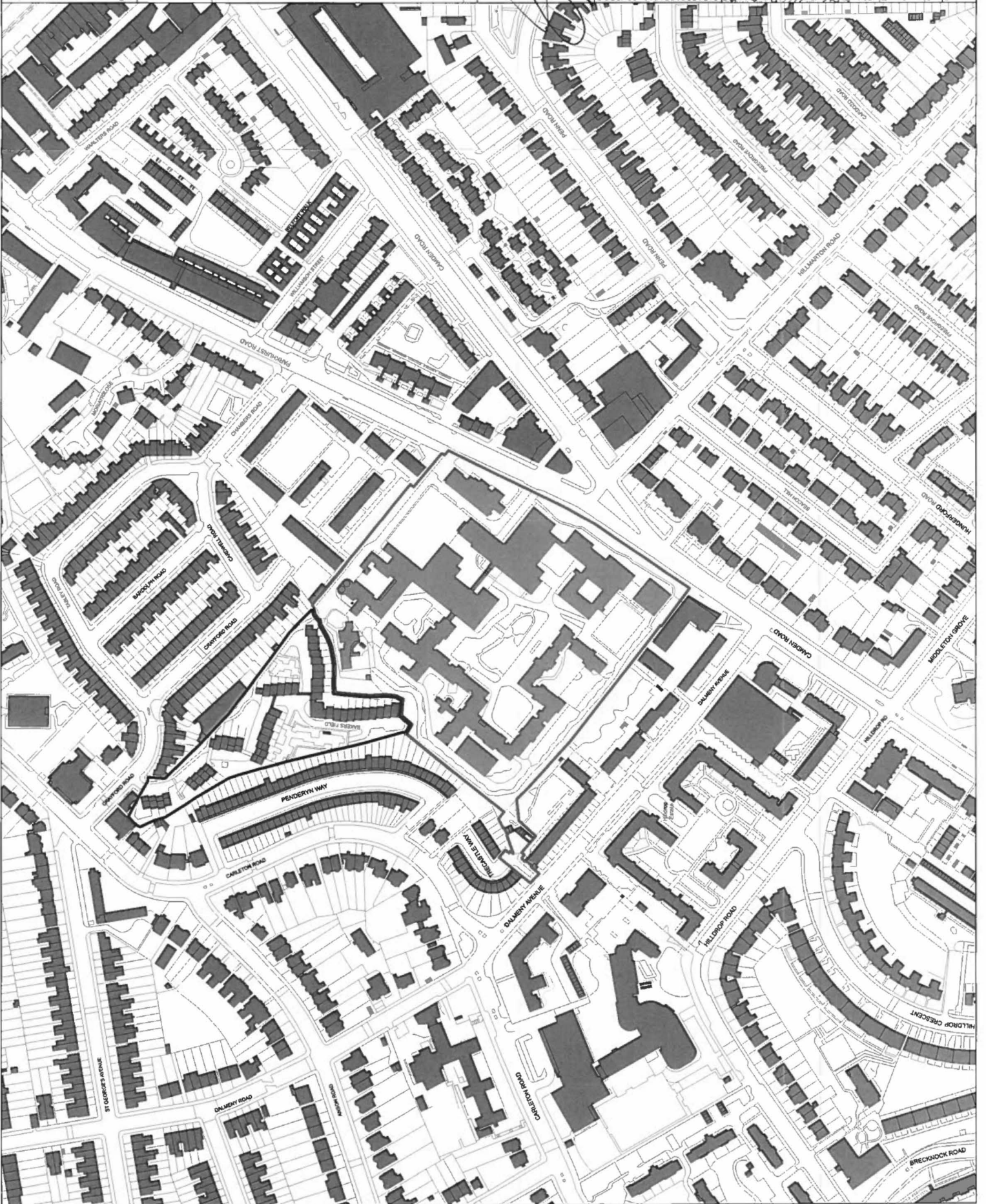


PROJECT HOLLOWAY
drawing title location
PROJECT HOLLOWAY

ALLFORD HALL MONAGHAN MORRIS
ARCHITECTS
100-101 COLLEGE ROAD, DUBLIN 9
TEL: 01-753-7381 FAX: 01-753-7378 WWW.AHM.CO.UK

drawing title location
PROJECT HOLLOWAY

client	AC	LL	12506/A1	1:2500@A3 PLANNING
project	17105	0	- (00)_P001	P01



- 427
- Application boundary
 - Peabody freehold title (NGL6484775)
 - Part of the Belgrave Estate freehold (not covered by the 2000 Leasehold Reform Act) (Title No. GL24058822)
 - Unregistered strip
 - TFL Highway easement (TFL Ref: HSF160155)
 - Substation lease 1 (NGL686220)
 - Substation lease 1990 (EGL508781)
 - L3 infringement title (NGL625340)
 - L8 infringement title (NGL288832)
 - L8 infringement title (NGL199380)

728703



Allford Hall Monaghan Morris
AUTHORISED OFFICER

A. 12/09/21 INFORMATION
 B. 06/09/21 INFORMATION

Allford Hall Monaghan Morris
 17/10/21

NOTE
 When this drawing is issued to construction (CAD format) it will be accompanied by a Bill of Materials (BOM) detailing the quantities of materials required for the proposed works. It is the responsibility of the contractor to ensure that the quantities are correct and that any variations are recorded on site by the contractor and agreed in writing with the design team. At no time should the contractor be responsible for any variations to the design or the Bill of Materials. The design team is responsible for the design and the contractor is responsible for the construction. The contractor is responsible for the safety of the construction. The design team is responsible for the design and the contractor is responsible for the construction. The contractor is responsible for the safety of the construction.

ALLFORD HALL MONAGHAN MORRIS
 ARCHITECTS 64 D STREET LONDON EC1A 8PS
 TEL: 020 7271 2881 FAX: 020 7271 5123 WEB: WWW.AHM.CO.UK
 08-09-19

PROJECT HOLLOWAY
 Drawing title: Erection
 Lint control plan, Existing

Author	MR	1:500@A1	1:1000@A3
Project	MP	RH	17105 SK - 046 B



**Schedule 2
(Notices)**

The Owner covenants with the Council so as to bind its interest in the Site:

1 NOTICES

1.1 To give the Council not less than 14 days prior notice in writing and by email of each of the following dates in the form set out in Annexe 1:

1.1.1 Implementation of the Planning Permission;

1.1.2 Commencement of each Phase of the Development;

1.1.3 Practical Completion of the Development;

1.1.4 Substantial Implementation;

1.1.5 Commencement of Block E1;

1.1.6 Practical Completion of Block E1;

1.1.7 Practical Completion of the final Block in Phase 2;

1.1.8 Practical Completion of the final Block in Phase 3;

1.1.9 first Occupation of each Phase of the Development;

1.1.10 first Occupation of a Market Housing Unit in each Phase of the Development;

1.1.11 first Occupation of a Social Rent Extra Care Unit;

1.1.12 first Occupation of a Wheelchair Accessible Unit;

1.1.13 first Occupation of Block C1;

1.1.14 Occupation of more than 57 Dwellings;

1.1.15 Occupation of more than 165 Market Housing Units;

1.1.16 Occupation of more than 80 Market Housing Units in Phase 3; and

- 1.1.17 Occupation of more than 343 Market Housing Units;**
- 1.2 The Owner covenants with the Council that it shall not do any of the following in relation to the Development until the corresponding notice referred to in paragraph 1.1 has been duly given;**
 - 1.2.1 Implement;**
 - 1.2.2 Commence each Phase of the Development;**
 - 1.2.3 Practically Complete the Development;**
 - 1.2.4 Substantially Implement;**
 - 1.2.5 Commence Block E1;**
 - 1.2.6 Practically Complete Block E1;**
 - 1.2.7 Practically Complete the final Block in Phase 2;**
 - 1.2.8 Practically Complete the final Block in Phase 3;**
 - 1.2.9 first Occupy each Phase of the Development;**
 - 1.2.10 first Occupy a Market Housing Unit in each Phase of the Development;**
 - 1.2.11 first Occupy a Social Rent Extra Care Unit;**
 - 1.2.12 first Occupy a Wheelchair Accessible Unit;**
 - 1.2.13 first Occupy Block C1;**
 - 1.2.14 Occupy more than 57 Dwellings;**
 - 1.2.15 Occupy more than 165 Market Housing Units;**
 - 1.2.16 Occupy more than 80 Market Housing Units in Phase 3; and**
 - 1.2.17 Occupy more than 343 Market Housing Units.**

Schedule 3
(Affordable Housing)

The Owner covenants with the Council so as to bind its interest in the Site:

1 AFFORDABLE HOUSING (SOCIAL RENTED HOUSING UNITS AND LONDON SHARED OWNERSHIP HOUSING UNITS)

- 1.1 To construct or procure the construction of the Affordable Housing Units on the Site;
- 1.2 To provide 355 of the Affordable Housing Units as Social Rented Housing Units and in accordance with the Affordable Housing Unit Mix and not Occupy or cause or permit the Occupation of these units other than as Social Rented Housing for the life of the Development;
- 1.3 To provide 178 of the Affordable Housing Units as London Shared Ownership Housing Units and in accordance with the Affordable Housing Unit Mix and not Occupy or cause or permit the Occupation of these units other than as London Shared Ownership Housing for the life of the Development;

- 1.4 To provide 215 of the Social Rented Housing Units and 18 of the London Shared Ownership Housing Units as part of Phase 1 and in accordance with the Affordable Housing Unit Mix;
- 1.5 To provide 116 of the Social Rented Housing Units and 52 of the London Shared Ownership Housing Units as part of Phase 2 and in accordance with the Affordable Housing Unit Mix;
- 1.6 To provide 84 of the Social Rented Housing Units and 108 of the London Shared Ownership Housing Units as part of Phase 3 and in accordance with the Affordable Housing Unit Mix;
- 1.7 To exclusively market the London Shared Ownership Housing Units to Local Residents for at least six weeks;

- 1.8 Not to Occupy or cause or permit the Occupation of:

- 1.8.1 any Market Housing Units in Phase 1 until the following have occurred:
- (a) discharge of all pre-commencement conditions in relation to Blocks E1, C1, C2;
 - (b) completion of piling in relation to Blocks E1, C1, and C2; and
 - (c) Practical Completion of the loadbearing reinforced concrete frame of the building consisting of the main floor and roof slab (but excluding the lift overruns, top of risers, parapet walls, and riser penetrations' structural framing) of Blocks E1, C1, and C2;
- 1.8.2 more than 165 Market Housing Units until the 233 Affordable Housing Units required in Phase 1 have been constructed and are ready for Occupation;
- 1.8.3 any Market Housing Units in Phase 2 until the 168 Affordable Housing Units required in Phase 2 have been constructed and are ready for Occupation;
- 1.8.4 any Market Housing Units in Phase 3 until 46 Affordable Housing Units in Phase 3 have been constructed and are ready for Occupation; and
- 1.8.5 more than 80 Market Housing Units in Phase 3 until all 192 Affordable Housing Units required in Phase 3 have been constructed and are ready for Occupation.
- 1.9 To use reasonable endeavours to do the following within 6 months of Commencement and in any event not to first Occupy or cause or permit the Occupation of Development in any Phase unless and until:
- 1.9.1 it has procured that a Registered Provider has entered into the Social Rented Housing Nominations Agreement in respect of that Phase;
 - 1.9.2 the Council has approved in writing the Registered Provider which the Owner proposes to enter into a contract with in respect of that Phase (where such Registered Provider is not a Group Company); and

- 1.9.3 the Owner has entered into a contract with the approved Registered Provider (including any Peabody Group Company) for the transfer to the Registered Provider of the freehold or the grant of a lease for a term of not less than 125 years of all of the Social Rented Housing Units and London Shared Ownership Housing Units (as applicable) in that Phase and written confirmation of such has been received by the Council.
- 1.10 The Owner covenants with the Council that such disposition shall be with the benefit of:
- 1.10.1 full and free rights of access for pedestrians from the public highway to the relevant Affordable Housing Units; and
- 1.10.2 full and free rights to the passage of water, soil, electricity, gas and other services through pipes, drains, channels, wires, cables and conduits which shall be in the adjoining land up to and abutting the boundary of the relevant Affordable Housing Units, all such services to be connected to the mains, and all other necessary rights and easement to enable the relevant Affordable Housing Units to be used for residential purposes.
- 1.11 The Owner (and the Registered Provider) covenants with the Council that from Commencement of each Phase there shall always be a Social Rented Housing Nominations Agreement in place in relation to all Social Rent Housing Units in that Phase for the lifetime of the Development and that if for whatever reason any of these agreements lapse or are terminated then it shall enter into a new agreement or procure that a new replacement agreement is entered into promptly by the relevant parties.
- 1.12 From the date of Practical Completion of the Social Rented Housing Units and London Shared Ownership Housing Units they shall not be used other than as Social Rented Housing and London Shared Ownership Housing respectively save that this obligation shall not be binding on:
- 1.12.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;

1.12.2 any Chargee provided that the Chargee shall have first complied with its obligations in paragraph 2.1 of this Schedule; or

1.12.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor.

2 CHARGE IN POSSESSION

2.1 In order to benefit from the protection granted by paragraph 2.6 of this Schedule, a Chargee must:

2.1.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at Town Hall, Upper Street, London, N1 2UD during the Council's normal office hours or using first class registered post to the Council's offices at Town Hall, Upper Street, London, N1 2UD in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units;

2.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

2.1.3 subject to paragraph 2.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 2.3 below.

2.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.

2.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- 2.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 2.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 2.4.2 below or determined in accordance with paragraph 2.5 below;
- 2.3.3 provided that the purchase price has been agreed in accordance with paragraph 2.4.2 below or determined in accordance with paragraph 2.5 below, but subject to paragraph 2.4.2 below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- 2.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option; and (ii) the expiry of the Moratorium Period; and
- 2.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 2.4 Following the service of the Intention Notice:
- 2.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 2.4.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:

- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 3; and
- (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

2.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 2.4.2 above:

2.5.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

2.5.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

2.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 2.4.2 above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;

2.5.4 the independent surveyor shall act as an expert and not as an arbitrator;

- 2.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 2.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- 2.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 2.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in paragraph 1 of this Schedule which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 2.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 2.6.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 2.6.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 2.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 2.1 to 2.6 above (inclusive).

3 SERVICE CHARGE CONTROLS

3.1 In respect of the Social Rented Housing Units, the Owner (being the Registered Provider) covenants with the Council:

3.1.1 the amount of the service charges shall not exceed a Reasonable Service Charge;

3.1.2 no Social Rented Housing Unit shall be first Occupied within any buildings of the Development unless and until the initial quantum of the service charges in relation to the first Occupation of such Social Rented Housing Units within that building has been notified to the Council no less than four months in advance;

3.1.3 not to alter the level of any service charges for any of the Social Rented Housing Units from those notified under paragraph 3.1.2 other than annual increases to allow for indexation (CPI +1%) and inflation unless and until it has notified the Council of the proposed level of service charges at least 20 Working Days in advance; and

3.1.4 to provide to the Council within three weeks of any request by the Council following notice under paragraph 3.1.3 such other details as may be reasonably required by the Council in relation to the process undertaken and the matters taken into account in setting the service charges

PROVIDED THAT the parties acknowledge that in the event of a dispute the Council shall be entitled to seek determination of the level of service charge that constitutes a Reasonable Service Charge, which the Owner shall be obliged to apply.

3.2 The Owner shall not (and shall procure that the Registered Provider(s) of the Affordable Housing Units will not) apply for or use any Public Subsidy in relation to the Development and any Affordable Housing Units other than in respect of the element of the Affordable Housing Units above 50% provision by unit.

- 3.3 In the event the Owner intends to impose a ground rent in relation to any of the Affordable Housing Units the Owner shall not do so unless and until and ground rent levels have been approved in writing by the Council.

4 London Living Rent Housing Units

- 4.1 Where any London Shared Ownership Housing Units are to instead be provided as London Living Rent Housing Units in accordance with an Alternative Affordable Housing Tenure Scheme approved pursuant to Schedule 4:

4.1.1 all references in this Schedule to Affordable Housing and Affordable Housing Units shall be interpreted and construed so as to include reference to those London Living Rent Housing Units;

4.1.2 references in paragraph 1 of this Schedule to "London Shared Ownership Housing Units" shall be construed and interpreted to include the words "and/or London Living Rent Housing Units (as applicable)".

5 Conversion of London Living Rent Housing Units

- 5.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.

- 5.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 5.1 above, the Owner shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.

- 5.3 On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has (or have) not elected to acquire that unit, the Owner may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT paragraphs 1.7

and 1.12 above shall apply mutatis mutandis to such sale and the sale shall only complete after the termination of the then current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).

- 5.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 5.1 or 5.2 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a **"Purchased LLR Unit"**.
- 5.5 The Owner shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing (and paragraphs 1.7 and 1.12 above shall apply mutatis mutandis to any subsequent sale of the relevant Purchased LLR Unit), save in relation to any Purchased LLR Unit(s) in respect of which the relevant Shared Ownership Lessee has Staircased to 100% equity.

Schedule 4
(Viability Review)

The Owner covenants with the Council so as to bind its interest in the Site:

Part 1 – Submission of Viability Review and Use of Surplus Profit

1 VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Schedule, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - 1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the Council receives:
 - 1.4.1 notice pursuant to paragraph 1.1 of this Schedule; or

1.4.2 if the Council makes a request under paragraph 1.2 of this Schedule, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of this Schedule that Substantial Implementation has been achieved.

1.6 The Owner shall not Occupy the Development or any part thereof until:

1.6.1 the Council has notified the Owner pursuant to paragraph 1.4 of this Schedule that Substantial Implementation has been achieved on or before Substantial Implementation Target Date;

1.6.2 where Substantial Implementation has not been achieved by the Substantial Implementation Target Date:

(a) the Council has notified the Owner that no Alternative Affordable Housing Tenure Units are required; or

(b) the Council notified the Owner that London Living Rent Housing Units are required and the Alternative Affordable Housing Tenure Units have been provided in accordance with the Alternative Affordable Housing Tenure Scheme.

1.7 In the event a conversion of a whole number of London Shared Ownership Housing Units to Alternative Affordable Housing Tenure Units cannot be provided then the Owner (subject to the Council agreeing) can provide a combination of both Alternative Affordable Housing Tenure Units and the Early

Stage Review Contribution (or Mid Stage Review Contribution as applicable) as set out at Paragraphs 5.2 (or 5.4 as applicable) below.

2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date as determined by the Council under paragraph 1.4 of this Schedule or pursuant to dispute resolution the Owner shall submit the following information to the Council and the GLA no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Schedule that Substantial Implementation has been achieved, on the basis that the Council and GLA may make such information publicly available:

- (a) the Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 (PROVIDED ALWAYS THAT if the result produced by Formula 1 is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Alternative Affordable Housing Tenure Units can be provided; and
- (c) where such written statement confirms that Alternative Affordable Housing Tenure Units can be provided, an Alternative Affordable Housing Tenure Scheme; and

paragraphs 3 and 5 of this Schedule shall apply.

3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council and GLA shall assess the information submitted pursuant to paragraph 2 of this Schedule to assess whether in its view Alternative Affordable Housing Tenure Units are required to be delivered in accordance with Formula 1 and Formula 2 and for the avoidance of doubt the Council and GLA will be entitled to rely on its own evidence in determining inputs into

Formula 1 and Formula 2 subject to such evidence also being provided to the Owner.

- 3.2 The Council and GLA may jointly or each appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Schedule.
- 3.3 In the event that the Council and/or GLA and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council, GLA or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or GLA and/or any External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view London Living Rent Housing Units are required to be delivered in accordance with Formula 1 and Formula 2.
- 3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Schedule, the Council shall notify the Owner in writing of the Council's decision (with a copy to the GLA) as to whether any Alternative Affordable Housing Tenure Units are required and whether the submitted Alternative Affordable Housing Tenure Scheme is approved.
- 3.5 Where the Council concludes that Alternative Affordable Housing Tenure Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Alternative Affordable Housing Tenure Scheme to the Council for approval (with a copy to the GLA) (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Schedule.
- 3.6 If the Council's assessment pursuant to paragraph 3.4 of this Schedule concludes that a surplus profit arises following the application of Formula 1 but such surplus profit cannot deliver a whole number of Alternative Affordable Housing Tenure Units pursuant to Formula 2 then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Alternative Affordable Housing Tenure Unit to the Council as a financial contribution in the

form of Early Stage Review Contribution towards offsite Affordable Housing in accordance with Paragraph 5.2.

- 3.7 The Owner shall pay the Council and GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Schedule, including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
- 3.8 Following approval of an Alternative Affordable Housing Tenure Scheme by the Council pursuant to paragraphs 3.4 and/or 3.5 of this Schedule, the Affordable Housing Unit Mix shall be interpreted and construed in accordance with the Alternative Affordable Housing Tenure Scheme.

4 MID STAGE REVIEW

- 4.1 Before Commencement of Phase 3, the Owner shall submit the following information to the Council and the GLA on the basis that the Council and the GLA may make such information publicly available:
- 4.1.1 the Development Viability Information for Formula 4 and Formula 5;
- 4.1.2 a written statement that applies the applicable Development Viability Information to Formula 4 (PROVIDED ALWAYS THAT if the result produced by Formula 4 is less than zero it shall be deemed to be zero) and Formula 5 thereby confirming whether in the Owner's view any London Living Rent Housing Units can be provided; and
- 4.1.3 where such written statement confirms that London Living Rent Housing Units can be provided, an Alternative Affordable Housing Tenure Scheme.
- 4.2 Paragraph 3 shall apply *mutatis mutandis* PROVIDED THAT (1) reference to Formula 1 and Formula 2 shall be to Formula 4 and Formula 5; and (2) reference to the Early Stage Review Cap shall be to the Mid Stage Review Cap; and (3) reference to the Early Stage Review Contribution shall be to the Mid Stage Review Contribution; and (4) reference at paragraph 3.6 to paragraph 5.2 shall be to paragraph 5.4.

5 DELIVERY OF ALTERNATIVE AFFORDABLE HOUSING

Early Stage Review

- 5.1 Where in relation to the Early Stage Review it is determined pursuant to paragraph 3.4 and/or 3.5 of this Schedule that one or more London Living Rent Housing Units are required the Owner shall not Occupy any Dwellings unless and until the Alternative Affordable Housing Tenure Scheme has been approved in writing by the Council, and thereafter the London Living Rent Housing Units shall be delivered in accordance with the modified Affordable Housing Unit Mix and the covenants and restrictions set out in Schedule 3.
- 5.2 Where it is agreed or determined pursuant to paragraph 3.6 of this Schedule that a financial contribution is required in respect of surplus profit allocable to any incomplete Alternative Affordable Housing Tenure Unit the Owner shall not Occupy any Dwellings unless and until it has paid any remaining surplus profit pursuant to paragraph 3.6 of this Schedule to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area in the form of an Early Stage Review Contribution.

Mid Stage Review

- 5.3 Where in relation to the Mid Stage Review it is determined pursuant to paragraph 3.4 and/or 3.5 of this Schedule (as construed pursuant to paragraph 4 of this Schedule) that one or more London Living Rent Housing Units are required the Owner shall not Occupy any Dwellings in Phase 3 unless and until the Alternative Affordable Housing Tenure Scheme has been approved in writing by the Council, and thereafter the London Living Rent Housing Units shall be delivered in accordance with the modified Affordable Housing Unit Mix and the covenants and restrictions set out in Schedule 3.
- 5.4 Where it is agreed or determined pursuant to paragraph 3.6 of this Schedule (as construed pursuant to paragraph 4.2 of this Schedule) that a financial contribution is required in respect of surplus profit allocable to any incomplete Alternative Affordable Housing Tenure Unit the Owner shall not Occupy any Dwellings in Phase 3 unless and until it has paid any remaining surplus profit

pursuant to paragraph 3.6 of this Schedule to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area in the form of a Mid Stage Review Contribution.

6 PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formulas 2 and/or 5.

APPENDIX 1 TO SCHEDULE 4 (VIABILITY REVIEW)

Part 1 - EARLY STAGE REVIEW FORMULAE

FORMULA 1 – Early Stage Review - Surplus profit available for Alternative Affordable Housing

X = Surplus profit available to convert London Shared Ownership to London Living Rent Housing

$$X = (A - B) - (C - D) - P$$

Where:

A = Estimated GDV of Development as determined at the time of review (£)

B = Estimated GDV of Development as determined at the grant of planning permission (£), being £399,795,219

C = Estimated Build Costs as determined at the time of review (£)

D = Estimated Build Costs as determined at grant of planning permission (£), being £301,259,461

P = $(A - B) * Y$; Developer profit on change in GDV (£)

Y = Developer profit as a percentage of GDV as determined at the application stage (%), being 14.17% (expressed in the formula as 0.1417)

Notes:

$(A - B)$ = Change in GDV from the date of planning permission to the date of review (£)

$(C - D)$ = Change in build costs from the date of planning permission to the date of review (£)

FORMULA 2 - Alternative Affordable Housing Requirement

$X + (S - L)$ = amount of London Shared Ownership floorspace which can be converted to London Living Rent Housing (square foot Net Sales Area)

Where:

X = The surplus identified in Early Stage Review

S = Average London Shared Ownership sales values (per square foot Net Sales Area)

L = Average London Living Rent Housing sales values (per square foot Net Sales Area)

FORMULA 3 – Early Stage Review Cap

$$\text{Early Stage Review Cap} = F * (S - L)$$

Where:

F = Total Shared Ownership floorspace (per square foot Net Sales Area) in Phase 1 and 2 of the Development.

S = Average Shared Ownership sales values (per square foot Net Sales Area)

L = Average London Living Rent Housing sales values (per square foot Net Sales Area)

PART 2 – MID STAGE REVIEW FORMULAE

FORMULA 4 – Mid Stage Review - Surplus profit available for Alternative Affordable Housing)

$$(((A - B) - (C - D)) - P) - E) \times 0.5$$

Where:

A = Estimated GDV of Development as determined at the time of Mid Stage Review

B =

- Estimated GDV of Development as determined at the grant of planning permission, being £399,795,219, where Development Viability Information for Formula 1, 2 and 3 was not required to be submitted under paragraph 2.1 of Part 1 of Schedule 4;
- where Development Viability Information for Formula 1, 2 and 3 was submitted under paragraph 2.1 of Part 1 of Schedule 4 and a surplus profit was identified and agreed, the Early Stage Review GDV (£) determined under paragraph 3.4 of Part 1 of Schedule 4; or
- where Development Viability Information for Formula 1, 2 and 3 was submitted under paragraph 2.1 of Part 1 of Schedule 4, but no surplus profit was determined under paragraph 3.4 of Part 1 of Schedule 4 and no Early Stage Review Contribution or Alternative Affordable Housing Scheme was required, the Estimated GDV of Development determined at the grant of planning permission, being £399,795,219

C = Estimated Build Costs as determined at the time of review (including without prejudice to the generality of the foregoing any S278 costs)

D =

- Estimated Build Costs as determined at grant of planning permission, being £301,259,461, where Development Viability Information for Formula 1, 2 and 3 was not required to be submitted under paragraph 2.1 of Part 1 of Schedule 4;
- where Development Viability Information for Formula 1, 2 and 3 was submitted under paragraph 2.1 of Part 1 of Schedule 4 and a surplus profit was identified and agreed, the Early Stage Review Build Costs (£) determined under paragraph 3.4 of Part 1 of Schedule 4; or

- where Development Viability Information for Formula 1, 2 and 3 was submitted under paragraph 2.1 of Part 1 of Schedule 4, but no surplus profit was determined under paragraph 3.4 of Part 1 of Schedule 4 and no Early Stage Review Contribution or Alternative Affordable Housing Scheme was required, the Estimated Build Costs of Development as determined at the grant of planning permission, being £301,259,461

P = (A – B) * Y; Developer profit on change in GDV

Y = Developer profit as a percentage of GDV as determined at the application stage (%), being 14.17% (expressed in the formula as 0.1417)

E = Deficit, being £38,500,000

0.5 = any surplus will be shared between the Council and the developer with 50% used to convert proposed shared ownership units to London Living Rent Housing Units in Phase 3 of the Development

FORMULA 5 - Alternative Affordable Housing

$X + (S - L)$ = amount of London Shared Ownership floorspace which can be converted to London Living Rent Housing (square foot Net Sales Area)

Where:

X = The surplus identified in Mid Stage Review.

S = Average London Shared Ownership sales values (per square foot Net Sales Area)

L = Average London Living Rent Housing sales values (per square foot Net Sales Area)

FORMULA 6 – Mid Stage Review Cap

Mid Stage Review Cap = $(F * (S - L))$

Where:

F = 50% of the total London Shared Ownership floorspace (Net Sales Area) in Phase 3 OR as amended following any previous conversion of London Shared Ownership floorspace to London Living Rent Housing through use of further grant funding.

S = Average London Shared Ownership sales values (per square foot Net Sales Area)

L = Average London Living Rent Housing sales values (per square foot Net Sales Area)

**Schedule 5
(Extra Care)**

The Owner covenants with the Council so as to bind its interest in the Site that:

1 AFFORDABLE HOUSING (SOCIAL RENT EXTRA CARE UNITS)

- 1.1 The Owner shall construct or procure the construction within Phase 1 of the Development of the Social Rent Extra Care Units, the Social Rent Extra Care Communal Facilities and Social Rent Extra Care Staff Space in accordance with the Planning Permission, the Social Rent Extra Care Fit-Out Specification and the Affordable Housing Unit Mix; and such facilities/units shall be retained for the lifetime of the Development and shall not be used for any purpose other than as specified in this Deed.
- 1.2 The Owner shall not Commence or cause or permit Commencement of Block E1 unless and until the Social Rent Extra Care Fit-Out Specification has been submitted to and agreed in writing by the Council.
- 1.3 The Owner shall not Occupy or cause or permit the Occupation of any Market Homes in Phase 2 or Phase 3 unless and until each of the Social Rent Extra Care Units, the Social Rent Extra Care Communal Facilities and the Social Rent Extra Care Staff Space have been constructed in accordance with the Planning Permission and the Social Rent Extra Care Fit-Out Specification and are ready for Occupation.
- 1.4 The Owner shall not Occupy or permit the Occupation of any part of Phase 1 until:
 - 1.4.1 the Extra Care Registered Provider has entered into the Social Rent Extra Care Nominations Agreement with the Council;
 - 1.4.2 it has contacted the Council seeking its form of Social Rent Extra Care Nominations Agreement no less than 3 months before first Occupation; and
 - 1.4.3 it has entered into a contract with an Extra Care Registered Provider for the transfer of the freehold or the grant of a lease for

a term of not less than 125 years of all of the Social Rent Extra Care Units, the Social Rent Extra Care Communal Facilities and Social Rent Extra Care Staff Space and written confirmation of such has been received by the Council.

1.5 The Owner shall use reasonable endeavours to do the following within 6 months of Commencement:

1.5.1 procure the entry into the Social Rent Extra Care Nominations Agreement by the Extra Care Registered Provider; and

1.5.2 enter into the contract required pursuant to paragraph 1.4.3.

1.6 The Owner shall not Occupy or permit the Occupation of any Social Rent Extra Care Units until the Social Rent Extra Care Fit-Out Specification has been approved in writing by the Council.

1.7 The Owner shall retain liability for maintenance and repair of the Social Rent Extra Care Communal Facilities and Social Rent Extra Care Staff Space, and any disposition by way of freehold transfer or lease to the Extra Care Registered Provider shall be with the benefit of:

1.7.1 full and free rights of access for pedestrians from the public highway to the Social Rent Extra Care Units and/or the Social Rent Extra Care Communal Facilities and/or the Social Rent Extra Care Staff Space; and

1.7.2 full and free rights to the passage of water, soil, electricity, gas and other services through pipes, drains, channels, wires, cables and conduits which shall be in the adjoining land up to and abutting the boundary of the Social Rent Extra Care Units and/or the Social Rent Extra Care Communal Facilities and/or the Social Rent Extra Care Staff Space, all such services to be connected to the mains, and all other necessary rights and easements to enable the Social Rent Extra Care Units and the Social Rent Extra Care Communal Facilities and the Social Rent Extra Care Staff Space to be used for the intended purposes.

- 1.8 from first Occupation of Phase 1 there shall always be a Social Rent Extra Care Nominations Agreement in place and if for whatever reason this agreement lapses or is terminated then it shall enter into a new agreement or procure that a new replacement agreement is entered into promptly by the relevant parties.
- 1.9 The Owner (which for the avoidance of doubt shall include the Extra Care Registered Provider once it obtains an interest in the Site) shall procure that for the lifetime of the Development following first Occupation of the Social Rent Extra Care Units:
- 1.9.1 the Social Rent Extra Care Units shall be Occupied exclusively for the purpose of Social Rent Extra Care Housing;
- 1.9.2 the Social Rent Extra Care Communal Facilities shall be provided for the use and benefit of the tenants of the Social Rent Extra Care Units; and
- 1.9.3 the Social Rent Extra Care Staff Space shall be for the exclusive use and benefit of the Social Rent Extra Care Operator and the staff of the providers of the extra care services.
- 1.10 The Owner (which for the avoidance of doubt shall include the Extra Care Registered Provider once it obtains an interest in the Site) hereby confirms and acknowledges that from first Occupation of the Social Rent Extra Care Units and for the lifetime of the Development the Social Rent Extra Care Commissioner shall be entitled to commission extra care services to the Social Rent Extra Care Units and the Social Rent Extra Care Communal Facilities without limitation and shall be permitted to appoint one or more Social Rent Extra Care Operator(s) to provide the services commissioned.
- 1.11 The Owner (which for the avoidance of doubt shall include the Extra Care Registered Provider once it obtains an interest in the Site) shall grant all necessary consents and access (to the Social Rent Extra Care Units, Social Rent Extra Care Communal Facilities and Social Rent Extra Care Staff Space) to the Social Rent Extra Care Operator to enable it to deliver

all extra care services commissioned by the Social Rent Extra Care Commissioner for the lifetime of the Development.

- 1.12 The Owner (which for the avoidance of doubt shall include the Extra Care Registered Provider once it obtains an interest in the Site) shall not Occupy or cause or permit the Occupation of any Social Rent Extra Care Units unless and until the Social Rent Extra Care Staff Space has been provided to the Council's written satisfaction and the Social Rent Extra Care Staff Space Lease has been granted to the Council.
- 1.13 The Owner (which for the avoidance of doubt shall include the Extra Care Registered Provider once it obtains an interest in the Site) shall procure that from first entry into the Social Rent Extra Care Staff Space Lease there shall always be a Social Rent Extra Care Staff Space Lease in place and if for whatever reason the lease lapses or is terminated then it shall procure that a replacement Social Rent Extra Care Staff Space Lease is entered into promptly.
- 1.14 In respect of the Social Rent Extra Care Units, the Social Rent Extra Care Communal Facilities and the Social Rent Extra Care Staff Space, the Owner (which for the avoidance of doubt shall include the Extra Care Registered Provider once it obtains an interest in the Site) covenants with the Council that:
 - 1.14.1 the amount of the service charges shall not exceed a Reasonable Service Charge; and
 - 1.14.2 no Social Rent Extra Care Unit shall be first Occupied within any buildings of the Development unless and until the initial quantum of the service charges in relation to the first Occupation of such Social Rent Extra Care Unit within that building has been notified to the Council no less than four months in advance;
 - 1.14.3 not to alter the level of any service charges for any of the Social Rent Extra Care Unit from those notified under paragraph 1.14.2 other than annual increases to allow for indexation (CPI +1%) and

inflation unless and until it has notified the Council of the proposed level of service charges at least 20 Working Days in advance; and

1.14.4 to provide to the Council within three weeks of any request by the Council following notice under paragraph 1.14.3 such other details as may be reasonably required by the Council in relation to the process undertaken and the matters taken into account in setting the service charges

PROVIDED THAT the parties acknowledge that in the event of a dispute the Council shall be entitled to seek determination of the level of service charge that constitutes a Reasonable Service Charge, which the Owner shall be obliged to apply.

1.15 The Owner (which for the avoidance of doubt shall include the Extra Care Registered Provider once it obtains an interest in the Site) shall not Occupy or cause or permit the Occupation of any Social Rent Extra Care Units unless and until the Social Rent Extra Care Management & Maintenance Plan has been submitted to and has been approved by the Council.

1.16 Following its approval pursuant to paragraph 1.15 of this Schedule the Owner shall procure that the Social Rent Extra Care Management & Maintenance Plan (or such revised plan as may be approved from time to time in writing by the Council) is complied with for the lifetime of the Development.

Schedule 6
(Accessible Homes)

The Owner covenants with the Council so as to bind its interest in the Site that:

1 WHEELCHAIR ACCESSIBILITY

- 1.1 The Wheelchair Accessible Units shall be provided in accordance with the Wheelchair Accessible Unit Mix and following provision the Wheelchair Accessible Units shall be retained as such for the lifetime of the Development.
- 1.2 Prior to Occupation of any of the Wheelchair Accessible Units the Owner shall submit a Wheelchair Accessible Unit Marketing Plan for the Council's written approval and the Owner shall not Occupy or cause or permit Occupation of any of the Wheelchair Accessible Units unless and until the Wheelchair Accessible Unit Marketing Plan has been approved in writing by the Council.
- 1.3 To market each and every Wheelchair Accessible Unit (including the first and any subsequent sales or lettings) in accordance with the Wheelchair Accessible Unit Marketing Plan approved by the Council pursuant to paragraph 1.2 above (or such subsequent Wheelchair Accessible Unit Marketing Plan as approved by the Council in writing from time to time).
- 1.4 Prior to disposing or letting any Wheelchair Accessible Unit that has been marketed in accordance with the Wheelchair Accessible Unit Marketing Plan to a person that is not a wheelchair user the Owner shall first provide the Council with evidence demonstrating compliance with the Wheelchair Accessible Unit Marketing Plan and shall not dispose or let any Wheelchair Accessible Unit until the Council has confirmed in writing that they are satisfied that the requirements of the Wheelchair Accessible Unit Marketing Plan have been satisfied PROVIDED THAT where the Council has not confirmed whether or not it is satisfied within 15 Working Days, the Owner shall be entitled to treat the issue as in dispute.

1.5 The Owner shall do the following in respect of any Wheelchair Accessible Units that are also either a Social Rent Extra Care Unit or a Social Rented Housing Unit:

1.5.1 liaise with the Council's Adult Social Care Team (in respect of the Social Rent Extra Care Units) or the Housing Nominations Team (in respect of the Social Rented Housing Units) during the Construction Phase of those units to facilitate:

- (a) assessment by the Council's nominated occupational therapists and officers of the accessibility of the units during construction;
- (b) an opportunity to request installation of person-specific adaptations prior to Practical Completion of the relevant units;

1.5.2 allow the Council's nominated occupational therapists and officers such access to inspect the units as is reasonably necessary for that purpose; and

1.5.3 make such reasonable person-specific adaptations as may be reasonably requested pursuant to paragraph 1.5.1(b) prior to first Occupation of the relevant Wheelchair Accessible Unit insofar as consistent with standard M4(3)(2)(b) of the Building Regulations.

1.6 Where a Wheelchair Accessible Unit is to be provided as a 'wheelchair adaptable' unit in line with M4(3)(2)(a) of the Building Regulations, if a prospective owner or Occupier of a relevant unit requests reasonable adaptations to be made to accommodate their needs as a wheelchair user then the Owner shall make such reasonable adaptations at its own cost insofar as consistent with standard M4(3)(2)(b) of the Building Regulations.

Schedule 7
(Highways and Transport)

The Owner covenants with the Council so as to bind its interest in the Site:

1 HIGHWAYS

TfL HIGHWAY REINSTATEMENT AGREEMENT

1.1 Not to Commence or permit the Planning Permission to be Commenced unless and until:

1.1.1 it has given at least 3 months' advance notice to Transport for London seeking confirmation under paragraph 1.1.2; and

1.1.2 either

- (a) Transport for London notifies the Council and the Owner that a TfL Highway Reinstatement Agreement is not required in connection with the Development; or**
- (b) Transport for London notifies the Owner within 2 months of the date of the notice under paragraph 1.1.1 that a TfL Highway Reinstatement Agreement is required in connection with the Development and if so the Owner has provided a copy of the completed TfL Highway Reinstatement Agreement to the Council.**

1.2 Not to first Occupy or cause or permit the Occupation of:

1.2.1 any part of the Development until either:

- (a) notice has been given under paragraph 1.1.2(a); or**
- (b) where Transport for London notifies the Owner in accordance with paragraph 1.1.2(b) that a TfL Highway Reinstatement Agreement is required in connection with the Development, the Owner has provided a copy of the**

completed TfL Highway Reinstatement Agreement to the Council;

- 1.2.2 more than 80 Market Housing Units in Phase 3, where Transport for London notifies the Owner in accordance with paragraph 1.1.2(b) that a TfL Highway Reinstatement Agreement is required in connection with the Development, unless and until the works required by the TfL Highway Reinstatement Agreement have been carried out and completed in accordance with the TfL Highway Reinstatement Agreement (unless otherwise agreed in writing by the Council).

TFL BUS CONTRIBUTION

- 1.3 To pay the TfL Bus Contribution as follows:

- 1.3.1 50% prior to the Implementation of the Development (and not to Implement the Development unless and until 50% of the TfL Bus Contribution has been paid to the Council);
- 1.3.2 25% prior to the Commencement of Phase 2 or first Occupation of Phase 1 (whichever is earlier) (and not to Occupy Phase 1 and Commence Phase 2 unless and until 25% of the TfL Bus Contribution has been paid to the Council); and
- 1.3.3 25% prior to the Commencement of Phase 3 or first Occupation of Phase 2 (whichever is earlier) (and not to Occupy Phase 2 or Commence Phase 3 unless and until 25% of the TfL Bus Contribution has been paid to the Council).

S278 AGREEMENT

- 1.4 Not to Commence or permit the Planning Permission to be Commenced unless and until the Owner has provided a copy of the completed S278 Agreement to the Council unless otherwise agreed in writing by the Council.
- 1.5 Not to Occupy or cause or permit Occupation unless and until the S278 Works have been completed in accordance with the S278 Agreement

unless: (a) otherwise agreed in writing by the Council, or (b) provided for in the S278 Agreement in terms of phasing of the works required and agreed in writing with the Council.

2 PRIVATE ESTATE ROADS

2.1 The Owner hereby covenants with the Council that:

2.1.1 from the date of Practical Completion of any road or highway works forming part of the Development to permit the public to have free and uninterrupted use of all such roads and highway works;

2.1.2 to provide the roads to not less than Adoptable Standard to the Council's written satisfaction upon completion;

2.1.3 not to Occupy any Dwelling in a Phase until all of the roads and highway works to be carried out in that Phase have been fully carried out and completed as confirmed in writing by the Council pursuant to paragraph 2.1.2 above;

2.1.4 at its own cost to maintain and keep the Private Estate Roads in good repair so that the Private Estate Roads are kept to a standard which is not less than the standard when completed (as confirmed by the Council pursuant to paragraph 2.1.2) and fit for use by all road users until any such highway works are adopted by the Council as highway maintainable at public expense; and

2.1.5 prior to the Commencement of the Development to submit to the Council for approval an Estate Roads Car Parking and Traffic Management Plan and to comply with that approved plan for the lifetime of the Development.

3 CAR PARKING AND TRANSPORT

ACCESSIBLE TRANSPORT

- 3.1 The Owner covenants with the Council to pay the Accessible Parking Contribution as follows:
- 3.1.1 50% prior to Implementation of the Development (and not to Implement the Development unless and until 50% of the Accessible Parking Contribution has been paid to the Council);
and
 - 3.1.2 25% prior to the Commencement of Phase 2 or first Occupation of Phase 1 (whichever is earlier) (and not to Occupy Phase 1 or Commence Phase 2 (as applicable) unless and until the Accessible Parking Contribution has been paid to the Council);
and
 - 3.1.3 25% prior to the Commencement of Phase 3 or first Occupation of Phase 2 (whichever is earlier) (and not to Occupy Phase 2 or Commence Phase 3 (as applicable) unless and until the Accessible Parking Contribution has been paid to the Council).
- 3.2 The Owner covenants with the Council that it shall not Occupy or permit the Occupation of any Phase of the Development until it has provided the Accessible Parking Bays relating to that Phase to the Council's written satisfaction.
- 3.3 The Owner covenants with the Council that it shall not Occupy or permit the Occupation of any Phase of the Development until it has submitted the Accessible Parking Bays Marketing and Allocations Plan for that Phase and the Council has approved the submitted plan in writing and following its approval the Owner shall comply with the Accessible Parking Bays Marketing and Allocations Plan thereafter.
- 3.4 The Owner covenants with the Council that the Accessible Parking Bays shall be retained for the exclusive use of owners or occupiers of the Wheelchair Accessible Units, persons entitled to be a holder of the

disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other person or group of persons that requires additional accessibility assistance as may be approved in writing by the Council from time to time (and for the avoidance of doubt such person or persons may be approved for the purposes of this paragraph if such person or group of persons are specified within an Accessible Parking Bays Marketing and Allocations Plan approved by the Council).

CAR FREE DWELLINGS

3.5 The Owner shall not Occupy or permit or continue to permit the Occupation or continued Occupation of any Dwelling comprised in the Development by any person who has a permit to park a motor vehicle in a Residents' Parking Bay within the Borough of Islington except in the following circumstances:

3.5.1 The person is or becomes entitled to be a holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970; or

3.5.2 The person has held a Residents' Parking Permit to park a motor vehicle in a Residents' Parking Bay within the Borough of Islington for a continuous period of at least one year immediately before his/her use and/or Occupation of the relevant dwelling.

3.6 The Owner shall procure that the restrictions set out in paragraph 3.5 of this Schedule are included in any lease, agreement for lease, option, licence, tenancy or other disposal to any person of any Dwelling comprised in the Development and in all material used for advertising or marketing such Dwellings and the Owner shall not enter into or grant or permit the entry into or grant of any such lease, agreement for lease, option, licence, tenancy or other disposal unless such restrictions are contained in it.

TRAVEL PLAN

3.7 The Owner shall not Occupy or permit the Occupation of:

- 3.7.1 any Dwellings until the Owner has submitted the Residential Travel Plan to the Council and the Council has approved the Residential Travel Plan in writing; or
- 3.7.2 any Commercial Units or the Women's Building until the Owner has submitted the Workplace Travel Plan to the Council and the Council has approved the Workplace Travel Plan in writing.
- 3.8 The Owner shall submit the Residential Travel Plan Update to the Council no later than the 3rd anniversary of first Occupation of the first Dwelling.
- 3.9 The Owner shall submit the Workplace Travel Plan Update to the Council no later than the 3rd anniversary of the first Occupation of the first Commercial Unit or of the Women's Building.
- 3.10 The Owner shall:
- 3.10.1 ensure that all owners and occupiers of the relevant part of the Development are made aware of the approved Workplace Travel Plan and/or Residential Travel Plan (and any updated version) in any promotional material;
- 3.10.2 on written request by an owner/Occupier/user, provide them with a copy of the Residential Travel Plan or Workplace Travel Plan (as applicable) at the Owner's expense; and
- 3.10.3 use all reasonable endeavours to ensure that the owners and Occupiers of the relevant parts of the Development comply with the provisions of the Workplace Travel Plan and Residential Travel Plan and any updates thereto.

**Schedule 8
(Construction)**

The Owner covenants with the Council so as to bind its interest in the Site:

1 CONSTRUCTION

Code of Construction Practice

1.1 To pay the Code of Construction Practice Monitoring Fee as follows:

1.1.1 50% prior to Implementation of the Development (and not to Implement the Development unless and until 50% of the Code of Construction Practice Monitoring Fee has been paid to the Council);

1.1.2 25% prior to the Commencement of Phase 2 (and not to Commence Phase 2 unless and until 25% of the Code of Construction Practice Monitoring Fee has been paid to the Council); and

1.1.3 25% prior to the Commencement of Phase 3 (and not to Commence Phase 3 unless and until 25% of the Code of Construction Practice Monitoring Fee has been paid to the Council).

1.2 The Owner shall at all times during the Construction Phase observe and comply and ensure compliance with the Code of Construction Practice.

CoCP Response Document

1.3 The Owner shall not less than one month before the carrying out any works of Implementation prepare and submit to the Council for its approval a CoCP Response Document which shall include:

1.3.1 a review of the Code of Construction Practice with specific reference to the Site's proposed construction programme;

1.3.2 a statement of how the Owner will ensure compliance with the Code of Construction Practice; and

1.3.3 a community liaison strategy detailing:

- (a) telephone number and email address for enquiries, concerns or complaints raised by the general public or affected bodies;
- (b) a named community liaison manager ("**Community Liaison Manager**") to be responsible for dealing with all enquiries;
- (c) a provision for logging all enquiries along with the response given;
- (d) a procedure for dealing with and actioning the enquiries from start to finish in an appropriate manner;
- (e) a provision for monthly meetings organised by the Community Liaison Manager with members of the Council's public protection team in order to review complaints discuss monitoring results site progress and forthcoming work;
- (f) attendance by the Owner or its representative at a public meeting to be organised by the Council prior to Implementation on Site to introduce the project team, discuss the work programme and provide details of the helpline and complaints procedure;
- (g) information on the format of the meeting and the method of notification to the public is to be decided by officers of the Council's public protection team in consultation with the Owner;
- (h) provision for the Community Liaison Officer to distribute a newsletter updating the community on Site issues in a

format agreed with officers of the Council's public protection team; and

(i) other provisions as may be required by the Council.

1.4 The Owner shall not Implement or permit Implementation of the Planning Permission until a CoCP Response Document has been submitted to and approved in writing by the Council in accordance with this Deed.

1.5 The Owner shall at all times comply in all respects with the approved CoCP Response Document (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved CoCP Response Document and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

CONSTRUCTION LOGISTICS PLAN

1.6 The Owner shall submit the Construction Logistics Plan for the Council's approval prior to Implementation of the Development.

1.7 The Owner shall not Implement or permit the Implementation of the Development until the Construction Logistics Plan has been approved in writing by the Council.

1.8 The Owner shall at all times during the Construction Phase comply with the approved Construction Logistics Plan (and any amendments to it which may be approved by the Council in writing from time to time) and in the event of non-compliance with this paragraph the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

DELIVERY AND SERVICING PLAN

1.9 The Owner shall submit the Delivery and Servicing Plan for the Council's approval prior to Occupation of the Development.

1.10 The Owner shall not Occupy or permit the Occupation of the Development until the Delivery and Servicing Plan has been approved in writing by the Council.

1.11 The Owner shall at all times comply with the approved Delivery and Servicing Plan (and any amendments to it which may be approved by the Council in writing from time to time) and in the event of non-compliance with this paragraph the Owner shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

**Schedule 9
(Design Quality)**

The Owner covenants with the Council so as to bind its interest in the Site:

1 DESIGN QUALITY

DESIGN TEAM STATEMENT

1.1 The Owner shall submit a statement to the Council specifying the design team retained in connection with the Development:

1.1.1 upon Implementation of the Development; and

1.1.2 when the statement changes during the Construction Phase.

1.2 The Owner shall, in submitting any of the following, provide a statement specifying the design team involved in the preparation of these details (if they have been):

1.2.1 an application pursuant to condition 12 (materials and samples); condition 49 (landscaping); and condition 52 (playspace provision and maintenance) of the Planning Permission;

1.2.2 an application for a s96A non-material amendment;

1.2.3 an application for a s73 minor-material amendment; or

1.2.4 any planning application in respect of all or any part of the Site.

RESTRICTION ON DEVELOPMENT

1.3 The Owner shall not Implement the Development until it has provided satisfactory evidence to the Council that the Architect and the Landscaping Architect will be retained to oversee in a "guardian" role the delivery of the design quality of the Development in accordance with the Planning Permission (including any variations as envisaged in paragraph 1.2) unless the Council agrees that the Architect and/or the Landscaping Architect are not required to be retained in such role.

- 1.4 Where an application is submitted which requires a statement to be submitted pursuant to paragraph 1.2 of this Schedule any such application shall be accompanied by a statement from the Architect and/or Landscaping Architect or any subsequently appointed architect or landscaping architect (as applicable to that application and design team) confirming that they have either been retained directly to carry out the design work for that application or they have been retained in a 'guardian' role to oversee the design quality of that application and have overseen and approved the overall design quality of the application submitted.

Schedule 10
(Public Open Space and Communal Areas)

The Owner covenants with the Council so as to bind its interest in the Site:

1 PUBLIC OPEN SPACE

- 1.1 To pay the Chambers Road Play Area Contribution prior to the implementation of the Development and not to implement the Development unless and until the Chambers Road Play Area Contribution has been paid to the Council.
- 1.2 Not to Occupy or cause or permit the Occupation of:
 - 1.2.1 more than 165 Market Housing Units in Phase 1 unless and until all of the Public Open Space shown edged and shaded pink on the Public Open Space Phasing Plan has been completed to the Council's written satisfaction;
 - 1.2.2 any Market Housing Unit in Phase 2 unless and until all of the Public Open Space shown edged and shaded yellow on the Public Open Space Phasing Plan has been completed to the Council's written satisfaction; and
 - 1.2.3 more than 80 Market Housing Units in Phase 3 unless and until all of the Public Open Space shown edged and shaded blue on the Public Open Space Phasing Plan has been completed to the Council's written satisfaction.
- 1.3 To use reasonable endeavours to deliver the Public Open Space to be provided in a Phase (by reference to the Public Open Space Phasing Plan) as early as possible in that Phase having regard to the Owner's construction programme including moving forward delivery of the Public Open Space in the Owner's construction programme where such opportunities become available and where financially neutral and commercially prudent to do so.

- 1.4 To ensure that from completion of any Public Open Space in accordance with paragraph 1.2, that Public Open Space is retained and remains available for public access on foot, wheelchair and bicycle 24 hours a day in perpetuity from the date of completion PROVIDED THAT this obligation shall not be deemed to be breached in the case of:
- 1.4.1 fire, flooding or other emergency except that such closure shall not continue for more than 48 hours without the written approval of the Council;
 - 1.4.2 the requirement to carry out maintenance, cleaning, renewal and other necessary works to the Public Open Space provided that any works shall be undertaken in such a way so as to cause minimum disruption to the public and in any event shall not continue for more than 48 hours without the approval of the Council; and
 - 1.4.3 occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into effect.

Step-In Rights

- 1.5 If from time to time the Council is not reasonably satisfied that the Owner is properly discharging their obligations set out in the Public Open Space Maintenance and Management Strategy then the Council may serve on the Owner a notice specifying a reasonable period within which the Owner must take steps to comply with the relevant approved Public Open Space Maintenance and Management Strategy.
- 1.6 If, following service of a notice under paragraph 1.5 above, the Council reasonably considers that the Owner has not taken all of the steps specified in the notice within the period specified in the notice, then the Council may enter onto the Site to carry out any work that the Council sees fit to ensure the Public Open Space is sufficiently and reasonably maintained to an acceptable standard.

- 1.7 The Council, following the carrying out of any work under paragraph 1.6 above, shall be entitled to recover the cost of such steps from the Owner as a simple debt.
- 1.8 The exercise of any step-in rights by the Council under this paragraph 1 does not absolve the Owner from the obligation to comply with the Public Open Space Maintenance and Management Strategy and the Council may, at its absolute discretion, institute the steps under paragraphs 1.5-1.7 inclusive on more than one occasion if that is so required.

2 COMMUNAL AREAS

- 2.1 To ensure that from completion of each Communal Area, that Communal Area is retained and remains available for access by all residents of the Dwellings of the Development and for the avoidance of doubt no Communal Area shall be for the exclusive use of any particular tenure.

Schedule 11
(Residents Facility and Community Engagement)

The Owner covenants with the Council so as to bind its interest in the Site:

1 RESIDENTS FACILITY & COMMUNITY ENGAGEMENT

- 1.1 To construct and provide the Residents' Facility prior to Occupation of more than 57 Dwellings.
- 1.2 That the Residents' Facility shall be provided on a not-for-profit basis and prior to first Occupation of the Residents' Facility the Owner shall submit the Residents' Facility Management Plan for the Council's written approval and the Owner shall not permit the Residents' Facility to be Occupied unless and until the Residents' Facility Management Plan has been approved in writing by the Council.
- 1.3 Following approval of the Residents' Facility Management Plan pursuant to paragraph 1.2 above the Owner shall at all times observe and comply with the Residents' Facility Management Plan (or such update to the plan as approved in writing by the Council from time to time) for the lifetime of the Development.
- 1.4 To submit the Community Engagement Plan prior to Occupation of the Development and not to Occupy or cause or permit Occupation unless and until the Community Engagement Plan has been submitted and approved in writing by the Council.
- 1.5 Following approval of the Community Engagement Plan pursuant to paragraph 1.4 above the Owner shall at all times observe and comply with the Community Engagement Plan (or such update to the plan as approved in writing by the Council from time to time) for the lifetime of the Development and to use reasonable endeavours to achieve all outcomes specified in the Community Engagement Plan.

Schedule 12
(Sustainability)

The Owner covenants with the Council so as to bind its interest in the Site:

1 CARBON OFFSETTING

1.1 That it shall:

1.1.1 pay that part of the Carbon Offsetting Contribution relating to the relevant Phase of Development prior to the Commencement of that Phase; and

1.1.2 not Commence or cause or permit the Commencement of any Phase of the Development unless and until the Carbon Offsetting Contribution applicable to that Phase has been paid to the Council.

1.2 Not to Occupy any Block in a Phase unless:

1.2.1 the As Built Carbon Emissions Report in relation to that Phase has been provided to the Council; and

1.2.2 the Council has confirmed in writing either:

(a) that it agrees with the findings of the As Built Carbon Emissions Report; or

(b) what it considers to be the as built carbon dioxide emissions; the actual Carbon Reduction Shortfall; and the As Built Carbon Offset Contribution Calculation for that Phase;

PROVIDED ALWAYS: that (1) the Council may request such reasonable additional information as it considers necessary to complete its review of the As Built Carbon Emissions Report and the Owner shall provide such additional information requested in writing by the Council within 5 Working Days of such request; and

(2) where the Council has not confirmed in writing whether it agrees with or disputes the findings of the As Built Carbon Emissions Report within 20 Working Days of the date on which it received it, the Owner shall be entitled to treat the matter as in dispute.

- 1.3 In the event of disagreement between the Council and the Owner relating to the as built carbon dioxide emissions; the actual Carbon Reduction Shortfall; or the As Built Carbon Offset Contribution Calculation for that Phase then the Owner and the Council shall seek to resolve the issue by agreement providing that this issue shall be referable to an Expert pursuant to clause 12 in the event that agreement cannot be reached after a period of 6 weeks.
- 1.4 If either the Council and the Owner agree (or the Expert determines) that:
 - 1.4.1 the As Built Carbon Offset Contribution Calculation for any Phase results in a figure that exceeds the Carbon Offsetting Contribution paid for that Phase then the Owner shall pay the difference within 5 Working Days of such amount being agreed in writing by the Owner and the Council or as determined by the Expert; and
 - 1.4.2 the As Built Carbon Offset Contribution Calculation for any Phase results in a figure that is less than the Carbon Offsetting Contribution paid for that Phase then the Council shall return to the person who paid the Carbon Offsetting Contribution for that Phase the difference as soon as reasonably practicable following such amount being agreed in writing by the Owner and the Council or as determined by the Expert.
- 1.5 The Owner covenants with the Council that prior to the Commencement of Phase 2 and Phase 3, it shall review the Energy Strategy and provide a written update to the Council (and an update to the Energy Strategy if necessary to reflect the position) confirming how the Development will achieve the relevant on-Site carbon dioxide emissions reductions as set out (at the date hereof) in the adopted London Plan and the Council's adopted development plan.

2 ENERGY MONITORING

2.1 The Owner shall submit to the GLA (via the Energy Monitoring Portal and in accordance with the 'Be seen' Guidance):

2.1.1 before Commencement of a Phase, accurate and verified estimates of the 'Be seen' energy performance indicators for that Phase, as outlined in the 'Planning stage' section / chapter of the 'Be Seen' Guidance;

2.1.2 before Occupation of each Block:

(a) updated accurate and verified 'as-built' design estimates (including all data and supporting evidence) of the 'Be seen' energy performance indicators for each Block as per the methodology outlined in the 'As-built stage' chapter / section of the 'Be seen' Guidance; and

(b) confirmation that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators in respect of each Block, as outlined in the 'In-use stage' chapter/section of the 'Be seen' Guidance;

2.1.3 accurate and verified annual in-use energy performance data for all relevant indicators (including all data and supporting evidence) for each Block as per the methodology outlined in the 'In-use stage' chapter / section of the 'Be seen' Guidance on the later of:

(a) completion of the first year of Occupation of such Block; or

(b) the end of the Energy Defects Liability Period for the Block

and for the following four years after that date PROVIDED THAT this obligation will be satisfied once the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the 'Be seen' Guidance for at least five years.

- 2.2 In the event that the 'In-use stage' evidence submitted under paragraph 2.1.3 shows that the 'As-built stage' performance estimates derived from the information submitted under paragraph 2.1.2(a) have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal.
- 2.3 An action plan comprising measures identified in paragraph 2.2 and which identifies measures that would be reasonably practicable to implement and a proposed timescale for implementation shall be prepared by the Owner and submitted to and approved in writing by the GLA.
- 2.4 The action plan and measures approved by the GLA under paragraph 2.3 should be implemented by the Owner as soon as reasonably practicable following approval.

3 ENERGY STRATEGY

- 3.1 The Owner shall:
- 3.1.1 at all times comply in all respects with the Energy Strategy;
- 3.1.2 not carry out the Development unless in full compliance with the Energy Strategy; and
- 3.1.3 in the event of non-compliance with sub-paragraphs 3.1.1 and 3.1.2, upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance.

4 DEVELOPMENT DESIGN AND CONSTRUCTION

- 4.1 The Owner will ensure that the Development is designed and constructed in accordance with the Energy Strategy (including any updates to the strategy pursuant to paragraph 5.1.2 of this Schedule) including that:

- 4.1.1 its Heat Demand is supplied by the Communal Heating System which is designed and constructed to optimise the efficient supply of heating energy to the Development (including through a District Heating Connection, if such is made);
- 4.1.2 a District Heating Connection Point is designed and constructed so that heating energy can be transferred from the District Heating Network to the Communal Heating System in the event that a District Heating Connection is made in accordance with the terms of this Deed; and
- 4.1.3 route and space provision is safeguarded within the Site to permit the laying of pipework from the District Heating Connection Point to the Site boundary so that a District Heating Connection can be made.

5 CONNECTION TO DISTRICT HEATING

- 5.1 The Owner will not Implement or cause or permit Implementation of the Development until:
 - 5.1.1 the Owner has undertaken the Connection Feasibility Report and a copy of the final report has been provided to the Council;
 - 5.1.2 the Owner has updated the Energy Strategy to the Council's written approval provided that the update will:
 - (a) analyse and assess the technical and practical potential for the Heat Demand of the Development to be supplied by heat energy from a District Heating Network;
 - (b) set out how the Heat Demand of the Development will be met through Communal Heating Systems;
 - (c) set out how the Communal Heating System(s) will be designed to enable a District Heating Connection;

- (d) where paragraph 5.2 applies, set out how the Communal Heating System(s) will be designed to facilitate the supply of heat from a District Heating Network, including design for low flow and return temperatures;
- (e) set out how the Development will safeguard the internal and external route and space to permit the laying of pipework from the District Heating Connection point to the Site boundary where a District Heating Connection would be made; and
- (f) confirm the extent to which a District Heating Connection should be made to the Development to supply some or all of the Heat Demand of the Development in accordance with the conclusions of a Connection Feasibility Report

PROVIDED THAT where the Council has not confirmed in writing whether the updated Energy Strategy is approved or not approved within 20 Working Days of the date on which it received it, the Owner shall be entitled to treat the matter as in dispute.

5.2 Subject to paragraph 5.3 below, the Owner shall not Occupy or cause or permit Occupation of the Development unless and until a District Heating Connection has been made to the Development to supply some or all of the Heat Demand of the Development in accordance with the updated Energy Strategy approved pursuant to paragraph 5.1.2 above.

5.3 Paragraph 5.2 shall not apply if, no more than one month prior to Commencement, the Owner demonstrates to the Council's reasonable satisfaction (supplying copies of all appropriate evidence) that:

5.3.1 the pipework of a District Heating Network has not been extended to within 500 metres of the Site boundary and/or is not available for functional connection on commercially reasonable terms; or

5.3.2 the proposed connection charges to a District Heating Network are unreasonable; or

5.3.3 the agreement proposed by the District Heating Provider for the supply of heating energy from the District Heating Network to serve part or all of the Heat Demand of the Development is unreasonable;

and subject always to paragraph 5.4 of this Schedule the Owner shall, subject to the Council's confirmation in writing of its reasonable satisfaction pursuant to this paragraph, update its Energy Strategy for submission to the Council for written approval to reflect the position in advance of first Occupation of the Development.

5.4 where paragraph 5.2 does not apply by virtue of paragraph 5.3, the Owner covenants:

5.4.1 not to Occupy or permit the Development to be Occupied unless the Heat Demand is supplied by the Communal Heating System in accordance with the updated Energy Strategy (as approved pursuant to paragraph 5.1 above); and

5.4.2 within 6 months of the installation of the on-Site heating plant, to provide the Council with copies of all such evidence and supporting information and documentation as may reasonably be requested or required by the Council to demonstrate that such heating plant is fully operational in accordance with the updated Energy Strategy (as approved pursuant to paragraph 5.1 above)

6 AGREEMENT WITH PROVIDER

6.1 Whenever required under the terms of this Deed to make a District Heating Connection the Owner will as soon as reasonably practicable after the date of this Deed or date of the Connection Feasibility Report (as appropriate) enter into an agreement with the operator of the District Heating Network to secure the supply of heating energy from the District Heating Network to serve some or all of the Heat Demand of the Development in accordance with the Energy Strategy.

7 REVIEW OF CONNECTION FEASIBILITY

- 7.1 In the event that the pipework of an existing or planned District Heating Network falls within 500m of the Development and no District Heating Connection is made under paragraph 5.1, the Owner shall within 6 months of receiving a written request from the Council, such request to be made no more than once every 3 years, produce at its own cost and submit to the Council a Connection Feasibility Report to demonstrate to the Council's reasonable satisfaction (supplying copies of all appropriate evidence) whether or not a connection to a planned or existing District Heating Network is technically feasible and financially reasonable.
- 7.2 In the event that a Connection Feasibility Report under paragraph 7.1 finds that connection to a planned or existing District Heating Network is both technically feasible and financially reasonable, the Owner will make a District Heating Connection as soon as reasonably practicable to serve some or all of the Heat Demand of the Development.

8 REVIEW OF SUSTAINABILITY

- 8.1 The Owner covenants with the Council that prior to the Commencement of each Phase of Development (other than Phase 1, where Commencement takes place before 1 December 2023) it shall undertake a review of the Development's environmental credentials and shall use all reasonable endeavours to apply steps to seek improvement to these credentials through the introduction of the most up-to-date green technologies, practices and products to seek to improve the Development's sustainability in each Phase where financially neutral and commercially prudent.
- 8.2 The Owner covenants with the Council to submit a report prior to the Commencement of each Phase of Development of the review undertaken pursuant to paragraph 8.1 which demonstrates compliance with that paragraph and if the Owner intends to implement the improvements in that forthcoming Phase the Owner it shall update the Energy Statement accordingly and will submit any updated Energy Strategy to the Council for approval.

Schedule 13
(Employment & Training)

The Owner covenants with the Council so as to bind its interest in the Site:

1 EMPLOYMENT AND TRAINING (CONSTRUCTION PHASE)

- 1.1 The Owner shall at all relevant times comply and ensure compliance with the Employment and Training Code.
- 1.2 The Owner shall use all reasonable endeavours to ensure that during the Construction Phase not less than 51 construction trade and wider construction services sector apprentices shall be employed at the Development always ensuring that each apprentice shall be:
 - 1.2.1 a resident of the London Borough of Islington;
 - 1.2.2 recruited through the Council's Inclusive Economy & Jobs Services Service in partnership with the Owner's 'Economic Inclusion Team';
 - 1.2.3 employed during the Construction Phase with each such apprentice to be employed for not less than 26 weeks and paid at a rate not less than the London Living Wage;
 - 1.2.4 supported through paid day release to undertake relevant training; and
 - 1.2.5 provided with on the job training and supervised on site by an experienced operative in a trade related to their training needs.
- 1.3 The Owner shall use reasonable endeavours to ensure that not less than 30% of the apprenticeships secured pursuant to paragraph 1.2 are provided to women.
- 1.4 The Owner shall at all times work in partnership with the Council's Inclusive Economy & Jobs Service using all reasonable endeavours to ensure that:

- 1.4.1 all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the Council's Inclusive Economy & Jobs Service 1 (one) month in advance of the opportunities becoming 'live';
- 1.4.2 the Council's Inclusive Economy & Jobs Service is notified of all vacancies arising from the building contract for the Development for employees, self-employees contractors, and sub-contractors so that all additional jobs relating to the Development are posted on the Islington working jobs portal;
- 1.4.3 the Council's Inclusive Economy & Jobs Service is supplied prior to Implementation of any Phase of the Development with a full labour programme for the Construction Phase of the Development (with updates every two months) demonstrating: (i) what trades and skills and any other employment qualifications are needed through the Construction Phase; (ii) measures to ensure that these needs are met as far as reasonably possible through the provision of local labour from residents of the London Borough of Islington; and (iii) performance to date against the requirements of paragraphs 1.2 and 1.3; and
- 1.4.4 the Council is provided with details of all initiatives put in place to demonstrate compliance with paragraphs 1.2, 1.3 and 1.4 to include regular phone calls from site fore-persons to the Council's nominated construction employment section 106 officer with scheduled meetings should there be any issues relating to on-site performance of apprentices (ideally at an early stage and to include three way meetings with the Council's officer; contractor/sub-contractors and the apprentice).
- 1.5 In the event that, having used all reasonable endeavours, the Owner is unable to provide 51 construction trade apprenticeships in accordance with this paragraph 1, the Owner shall pay to the Council within 14 days of receipt of a written demand the sum of £5,000 for each of the

construction trade apprenticeships that the Owner shall not have provided (up to an aggregate total sum of £255,000), such sum or sums to be utilised by the Council towards employment and training initiatives in the Borough of Islington.

2 EMPLOYMENT AND SKILLS (OPERATIONAL PHASE)

2.1 The Owner shall:

2.1.1 at all times work in partnership with the Council's Inclusive Economy & Jobs Service during the Operational Phase;

2.1.2 provide information about all vacancies arising during the Operational Phase to the Council's Inclusive Economy & Jobs Service and this information shall be provided to the Council's Inclusive Economy & Jobs Service one month in advance of the opportunities becoming 'live'; and

2.1.3 use reasonable endeavours to promote on-site jobs, apprenticeships and other training opportunities for residents of the London Borough of Islington during the Operational Phase.

3 OPPORTUNITIES AND ASSISTANCE TO LOCAL BUSINESSES

3.1 The Owner covenants that:

3.1.1 prior to Implementation it shall submit a programme of Meet the Buyer Events to the Council for its written approval which shall include:-

- (a) not less than three Meet the Buyer Events;
- (b) that at least one Meet the Buyer Event shall be held within the first 12 months from first Implementation;
- (c) that at least one Meet the Buyer Event shall be held 3 months prior to the main peak of overall procurement activity for the construction of the Development (in

accordance with the Owner's principal contractor's procurement schedule);

- (d) that at least one Meet the Buyer Event shall be held during the main peak of overall procurement activity in relation to the construction of the Development (in accordance with the Owner's principal contractor's procurement schedule) for follow-on packages not procured in the period covered by the Meet the Buyer Event(s) pursuant to paragraph 3.1.1(c) of this Schedule; and

3.1.2 from Implementation it shall host no less than three Meet the Buyer Events in accordance with the programme approved by the Council pursuant to paragraph 3.1.1 of this Schedule.

3.2 The Owner covenants that from Implementation it shall provide procurement training to help local businesses within the London Borough of Islington with procurement training to help local businesses be 'tender ready' which shall include teaching businesses how to weigh and score bids and how the wider construction functions in this context with a view to upskill and develop local businesses within the London Borough of Islington to be competent and competitive in terms of their capability to bid for future tenders in the following way:

3.2.1 through providing a pre-recorded video detailing how to bid for tenders to be made available to the supply chain; and

3.2.2 a subsequent in-person Q&A session to answer any questions (having first consulted with the Council to identify local suppliers and contractors for the video and Q&A session).

3.3 To facilitate compliance with paragraph 3.2 above, the Owner shall provide the Council of evidence of the training sessions provided prior to Practical Completion.

4 GREEN SKILLS

4.1 The Owner covenants with the Council that it shall prior to the Commencement of Development:

4.1.1 construct and provide the Green Skills Hub;

4.1.2 submit to the Council and have it approved in writing a Green Skills Hub Management Plan,

and not to Commence unless and until paragraphs 4.1.1 and 4.1.2 above have been achieved.

4.2 The Owner shall provide, retain and manage the Green Skills Hub in accordance with the Green Skills Hub Management Plan approved pursuant to paragraph 4.1.2 above (or such future revisions as is approved by the Council from time to time) from Commencement throughout the Construction Phase (and for the avoidance of doubt the obligation to provide, retain and manage the Green Skills Hub shall only cease when the final part of the Development is certified as Practically Complete).

5 LOCAL PROCUREMENT

5.1 The Owner shall:

5.1.1 at all times comply and ensure compliance with the Council's Code of Local Procurement and in the event of non-compliance with this paragraph, the Owner shall upon written notice from the Council immediately take all reasonable steps required by the Council to remedy such non-compliance;

5.1.2 in complying with the Code of Local Procurement (to the extent that it is lawful to do so):

(a) demonstrate that businesses from the Council's revised 'local directory of construction businesses' are added to the contractor's existing supply-chain list;

- (b) confirm which newly added Islington businesses made a bid for the contracts related to the Development; and
- (c) confirm the outcome of the bids submitted by businesses form the Council's revised 'local directory of construction businesses' (including reasons for non-successful bids).

6 SUPPLY CHAIN

- 6.1 Prior to the Implementation of Development the Owner shall submit a Supply Chain Strategy to the Council and shall not cause or permit the Implementation of the Development unless and until the Council has approved the Supply Chain Strategy in writing.
- 6.2 Following written approval of the Supply Chain Strategy pursuant to paragraph 6.1 above, the Owner shall implement and at all times comply with the Supply Chain Strategy as approved (or any revisions to the strategy as may be approved in writing by the Council from time to time).
- 6.3 Upon written request from the Council the Owner shall provide such evidence as reasonably requested by the Council to demonstrate implementation and ongoing compliance with the Supply Chain Strategy.

Schedule 14
(Connections)

The Owner covenants with the Council so as to bind its interest in the Site:

1 CONNECTIONS AND PUBLIC ROUTES

Trecastle Way

1.1 Not to Commence or cause or permit Commencement unless and until:

1.1.1 it has submitted the Trecastle Way Works Specification to the Council and the Council has agreed the Trecastle Way Works Specification in writing; and

1.1.2 either:

(a) it has entered into the Trecastle Way Agreement for Lease;
or

(b) it has

(i) not entered into the Trecastle Way Agreement for Lease but it has been determined by the Expert that the failure to enter into such agreement for lease is not the result of the Owner's unreasonable conduct ("**Positive Determination**"); and

(ii) executed the Trecastle Way Agreement for Lease in the form determined in the Positive Determination to be reasonably and properly capable of being completed by the Council; and

(iii) returned such executed Trecastle Way Agreement for Lease to the Council with irrevocable authority for it to complete it.

1.2 The Owner covenants that it shall notify the Council no later than 12 months prior to the anticipated date of Practical Completion of Block E1

with the anticipated date of Practical Completion of Block E1 (the “Owner’s Anticipated Date Phase 1”) providing the construction programme and certification of this by the employer’s agent appointed to manage the construction contracts.

- 1.3 Following receipt of the Owner’s notice pursuant to paragraph 1.2 of this Schedule the Council shall either:
 - 1.3.1 confirm in writing to the Owner that it accepts the Owner’s Anticipated Date Phase 1; or
 - 1.3.2 request such additional reasonable evidence to substantiate the Owner’s Anticipated Date Phase 1 following receipt of which the Council may carry out any of the steps in paragraph 1.3.1 – 1.3.3; or
 - 1.3.3 reject the notice with reasons on the basis that the Council does not agree with the Owner’s Anticipated Date Phase 1, in which case the Owner shall repeat the notice procedure in 1.2 when it has sufficient evidence to demonstrate the Owner’s Anticipated Date Phase 1.
- 1.4 If the Council accepts the Owner’s Anticipated Date Phase 1 pursuant to paragraph 1.3.1 of this Schedule then the date 12 months prior to the Owner’s Anticipated Date Phase 1 shall be used as the determinative date for the purposes of establishing whether or not the Council has achieved the Connection Conditions and Lease Condition at least 12 months before the date of Practical Completion for the purposes of paragraph 1.5 of this Schedule.
- 1.5 The Owner hereby covenants with the Council not to Occupy or cause or permit Occupation of more than 165 Market Housing Units unless and until the Trecastle Way Works have been Practically Completed to the Council’s written satisfaction PROVIDED THAT (1) the Connection Conditions and Lease Condition were satisfied (and the Council notified the Owner with all relevant details of such satisfaction) at least 12 months before the date of Practical Completion of Block E1 (2) the

notification by the Council of satisfaction is not subsequently agreed by the Council (or determined by the Expert) to have been in error or in the event of an error it has been rectified such that the Council can reissue its notification pursuant to proviso (1) of this paragraph;

- 1.6 If the Connection Conditions and and Lease Condition have not been satisfied a least 12 months prior to the date of Practical Completion of the final Block in Phase 1, the Owner hereby covenants with the Council to notify the Council no later than 12 months prior to the anticipated date of Practical Completion of the final Block within Phase 2 (whichever being the latest) with the anticipated date of Practical Completion of the final Block in Phase 2 (the "**Owner's Anticipated Date Phase 2**") providing evidence of this including but not limited to contractor construction programmes and applicable construction contracts.
- 1.7 Following receipt of the Owner's notice pursuant to paragraph 1.6 of this Schedule the Council shall either:
- (a) confirm in writing to the Owner that it accepts the Owner's Anticipated Date Phase 2; or
 - (b) request such additional reasonable evidence to substantiate the Owner's Anticipated Date Phase 2 following receipt of which the Council may carry out any of the steps in paragraph 1.7(a) to 1.7(c); or
 - (c) reject the notice with reasons on the basis that the Council does not agree with the Owner's Anticipated Date Phase 2, in which case the Owner shall repeat the notice procedure in paragraph 1.6 when it has sufficient evidence to demonstrate the proposed anticipated date.
- 1.8 If the Council accepts the Owner's Anticipated Date Phase 2 pursuant to paragraph 1.7(a) of this Schedule then the date 12 months prior to the Owner's Anticipated Date Phase 2 shall be used as the determinative date for the purposes of establishing whether or not the Council has satisfied the Connection Conditions and and Lease Condition at least 12

months before the date of Practical Completion for the purposes of paragraph 1.9 of this Schedule.

- 1.9 The Owner shall not Occupy or cause or permit Occupation of any Market Housing Unit within Phase 2 unless and until the Trecastle Way Works have been Practically Completed to the Council's written satisfaction PROVIDED THAT the Connection Conditions and Lease Condition were satisfied (and the Council notified the Owner with all relevant details of such satisfaction) at least 12 months before the date of Practical Completion of the final Block within Phase 2.
- 1.10 If the Connection Conditions and Lease Condition have not been satisfied within 12 months prior to the date of the Practical Completion of the final Block with Phase 2 the Owner hereby covenants with the Council to notify the Council no later than 12 months prior to the anticipated date of Practical Completion of the final Block within Phase 3 (whichever being the latest) with the anticipated date of Practical Completion of the final Block in Phase 3 (the "**Owner's Anticipated Date Phase 3**") providing evidence of this including but not limited to contractor construction programmes and applicable construction contracts.
- 1.11 Following receipt of the Owner's notice pursuant to paragraph 1.10 of this Schedule the Council shall either:
- (a) confirm in writing to the Owner that it accepts the Owner's Anticipated Date Phase 3; or
 - (b) request such additional reasonable evidence to substantiate the Owner's Anticipated Date Phase 3 following receipt of which the Council may carry out any of the steps in paragraph 1.11(a) to 1.11(c); or
 - (c) reject the notice with reasons on the basis that the Council does not agree with the Owner's Anticipated Date Phase 3, in which case the Owner shall repeat the notice procedure in 1.11

when it has sufficient evidence to demonstrate the proposed anticipated date.

- 1.12 If the Council accepts the Owner's Anticipated Date Phase 3 pursuant to paragraph 1.11(a) of this Schedule then the date 12 months prior to the Owner's Anticipated Date Phase 3 shall be used as the determinative date for the purposes of establishing whether or not the Council has achieved the Connection Conditions and Lease Condition at least 12 months before the date of Practical Completion for the purposes of paragraph 1.12 and 1.13 of this Schedule.
- 1.13 The Owner shall not Occupy or cause or permit Occupation or more than 80 Market Housing Units within Phase 3 unless and until the Trecastle Way Works have been Practically Completed to the Council's written satisfaction PROVIDED THAT the Connection Conditions and Lease Condition were satisfied (and the Council has notified the Owner with all relevant details of such satisfaction) at least 12 months before the date of Practical Completion of the final Block with in Phase 3.
- 1.14 If the Connection Conditions and Lease Condition have not been satisfied within 12 months prior to the date of Practical Completion of the final Block within Phase 3, the Council shall notify the Owner of the Estimated Trecastle Way Contribution and the Owner covenants with the Council that it shall:
 - 1.14.1 pay the Estimated Trecastle Way Contribution to the Council before first Occupation of any Market Housing Unit within Phase 3; and
 - 1.14.2 not Occupy or cause or permit Occupation of any Market Housing Units within Phase 3 unless and until it has paid the Estimated Trecastle Way Contribution to the Council.
- 1.15 Following payment of the Estimated Trecastle Way Contribution by the Owner pursuant to the paragraph 1.14, the Owner shall provide the Council with all access, consents and rights to its part of the Site reasonably necessary to enable the Council to carry out the Trecastle

Way Works on reasonable terms and shall not take any action nor permit any action to be taken in relation to the Site that would interfere with or otherwise hinder or prevent the Council from carrying out the Trecastle Way Works on reasonable terms.

- 1.16 Upon completion of the Trecastle Way Works by the Council pursuant to paragraph 1.9 the Owner shall within 14 days of any request to do so pay to the Council any amount by which the reasonable and proper actual cost of the Trecastle Way Works exceeds the Estimated Trecastle Way Contribution and the Council shall within 28 days of the completion of the Trecastle Way Works repay to the Owner any amount by which the sum of the Estimated Trecastle Way Contribution exceeds the reasonable and proper actual cost of the Trecastle Way Works.
- 1.17 In the event the Council carries out the Trecastle Way Works using the Estimated Trecastle Way Contribution, on or before the Trecastle Way Works Completion Date the Owner shall enter into and the Council shall grant the Trecastle Way Lease to the Owner and thereafter the Owner shall maintain the Trecastle Way Works for the lifetime of the Development in accordance with the terms of the Trecastle Way Lease;
- 1.18 Following the grant of the Trecastle Way Lease either in accordance with the Trecastle Way Agreement for Lease or paragraph 1.17 of this Schedule the Owner shall thereafter:
 - 1.18.1 promptly enter into and provide the Council with a completed copy of a confirmatory deed so as to bind the Owner's leasehold interest in the Trecastle Way Works Land to the terms of this Agreement to the Council's satisfaction;
 - 1.18.2 at its own cost maintain and keep the Trecastle Way Works in good repair so that the Trecastle Way Works are kept to a standard which is not less than the standard when completed and fit for use by all users;
 - 1.18.3 ensure that from completion of the Trecastle Way Lease that the Trecastle Way Works Land is retained and remains available for

public access on foot, wheelchair and bicycle 24 hours a day in perpetuity PROVIDED THAT this obligation shall not be deemed to be breached in the case of:

- (a) fire, flooding or other emergency except that such closure shall not continue for more than 48 hours without the written approval of the Council;
- (b) the requirement to carry out maintenance, cleaning, renewal and other necessary works to the Public Open Space provided that any works shall be undertaken in such a way so as to cause minimum disruption to the public and in any event shall not continue for more than 48 hours without the approval of the Council; and
- (c) occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into effect.

1.19 The Owner shall:

1.19.1 use all reasonable endeavours to assist the Council in satisfying the Connection Conditions and Lease Condition and shall provide the Council with all temporary access, consents and other rights to its part of the Site as reasonably necessary to satisfy the Connection Conditions on reasonable terms;

1.19.2 not take any action nor permit any action to be taken in relation to the Site that would interfere with or otherwise hinder or prevent the Council from satisfying the Connection Conditions and Lease Condition on reasonable terms;

Crayford Road and Bakersfield Estate Connections

1.20 The Owner covenants with the Council from Implementation of the Development:

1.20.1 to safeguard the Crayford Road Connections Land and the Bakersfield Estate Connections Land by not allowing any building or structure to be erected on the Crayford Road Connections Land or the Bakersfield Estate Connections Land and not carrying out any other works (other than as authorised by the Planning Permission) which would impede the ability for the creation of and future use of such areas as a pedestrian and cycle access route for the life of the Development until such time as the Crayford Road Connections Land and/or Bakersfield Estate Connections Land (as applicable) is provided as part of a pedestrian and cycle access; and

1.20.2 to use Best Endeavours to reach agreement with the owners of the Crayford Road Land enforceable by the Council to procure the delivery by the owners of the Crayford Road Land, or the Council (or its nominee) of a new connecting pedestrian and cycle access from the Crayford Road Connections Land across the Crayford Road Land to join with Crayford Road;

1.20.3 to use reasonable endeavours until the expiry of 7 years from the end of the Construction Phase to reach agreement with the owners of the Bakersfield Estate Land to procure the following:

- (a) upgraded gate to allow Bakersfield Estate residents' secure access to and from the Site on foot (and their ongoing access to and from the Site on foot); and
- (b) upgraded gate to allow residents of the Development secure access to and from the Site on foot (and their ongoing access to and from the Site on foot); and

1.20.4 in the event that at the expiry of 7 years following the end of the Construction Phase (or as agreed in writing by the Council at any

earlier time) agreement pursuant to paragraph 1.20.3 has not been reached the Owner shall use reasonable endeavours to reach agreement with the owners of the Bakersfield Estate Land to procure the upgrade gate pursuant to 1.20.3(a) only but without the requirement of 1.20.3(b).

- 1.21 Following an agreement reached with the owners of the Crayford Road Land and/or the Bakersfield Estate Land (as applicable) to deliver a new access pursuant the relevant part of paragraph 1.20 above, the Owner shall provide the relevant new connection within the Site within a reasonable timeframe following such agreement(s) and having obtained all other necessary consents required to deliver them.

Dalmeny Avenue Estate

- 1.22 The Owner covenants with the Council not to fence or gate off, or allow any building or structure to be erected on the Dalmeny Avenue Estate Connection Land or carry out any other works or take any action which would impede the Dalmeny Avenue Estate Connection Land from being connected for the purposes of a pedestrian access from the neighbouring Dalmeny Avenue Estate to the Site in the future.

**Appendix 1 to this Schedule 14 (Connections) – Treacastle Way
Agreement for Lease Heads of Terms**

**Land adjacent to Treacastle Way, Islington
Grant of Long Leasehold Interest**

**HEADS OF TERMS
SUBJECT TO CONTRACT**

-
- 1. Freeholder** The Mayor and Burgesses of the London Borough of Islington, Town Hall, Upper Street, Islington, London, N1 2UD.

 - 2. Leaseholder** PEABODY DEVELOPMENTS LIMITED, a registered society registered in England and Wales (Registration No: 26804R) whose registered office is at 45 Westminster Bridge Road, London, SE1 7JB or such other entity as agreed in writing with the Council.

 - 3. Premises** Land adjacent to Treacastle Way, Islington to provide an access route and amenity space from the proposed redevelopment of the former Holloway Prison to Treacastle Way as shown on the attached plan edged red at Appendix 1.

 - 4. Transaction** The Freeholder agrees to let the Premises, on the basis of a full repairing and insuring lease, for a premium, to the Leaseholder for a term of 250 years at a peppercorn subject to certain conditions.

An agreement for lease will be entered into for the grant of the long lease by [TBC] followed by the completion of a long lease on satisfaction of the conditions.

 - 5. Premium** £105,000 (plus vat if applicable) payable upon grant of the Lease unless the Lease is being entered into under paragraph 1.17 of the Section 106 Agreement.

 - 6. Leaseholder Works** The following works are to be carried out at the Premises, at the Leaseholder's cost, including the ongoing maintenance for the term of the lease:
 - The Premises is let in its current condition. The Leaseholder will be responsible for any demolition, remediation, service diversions and other below ground issues and the like;

- The Leaseholder will be responsible, at their cost, for the construction of the Trecastle Way Works once the Connection Conditions are met;
- The Leaseholder will be responsible for the reprovision at their cost, if required by Freeholder, of the existing storage/pram sheds on the Premises.

7. Timing

Completion of the lease to occur 10 business days following satisfaction of all of the conditions in paragraph 8.

The agreement for lease shall terminate in the event paragraph 1.14 of Schedule 14 of the section 106 agreement applies and a lease shall be entered to separately pursuant to paragraph 1.17 of Schedule 14 of the Section 106 Agreement.

8. Conditions

1. Exchange of the agreement for lease is conditional on Trecastle Way Works Specification having been approved.
2. Completion of the Lease to be conditional on:
 - (a) The Connections Conditions (as defined in the Section 106 Agreement) having been satisfied;
 - (b) The Freeholder
 - (i) carrying out any consultation necessary and considering any representations arising under s105 of the Housing Act 1985; and
 - (ii) obtaining necessary internal approvals to the grant of the lease.
 - (c) The Freeholder providing vacant possession of the premises, namely the land, existing garages and storage/pram shed units.
3. The Lease will contain suitable restrictive covenants to ensure the use of the land remains as land for access, amenity and public open space in accordance with the Planning Permission.

For the avoidance of doubt:

- (a) the Leaseholder will need to satisfy itself in respect of the following;
 - (i) ground conditions including contamination, the cost and remediation of which falls to the Leaseholder;
 - (ii) service diversion works and agreements with statutory undertakers, the cost of which falls to the Leaseholder;
- (b) the Freeholder will be subject to consultation and discharge of any relevant covenants on the land and should these not be forthcoming the transaction may fall away; and shall provide reasonable assistance to the Leaseholder in its enquiries in relation to 3(a) and reaching all necessary agreements in respect of these matters;
- (c) upon satisfaction of Conditions 8.1 and 8.2. above the Lease shall become unconditional and shall be granted.

**9. Vendors
Solicitors**

Legal Services
Law and Governance
Resources Directorate
Islington Council
3rd Floor
7 Newington Barrow Way
London
N7 7EP

[Helen Coyle acting
Tel: 07849 079931 / 020 7527 3082
Email: Helen.Coyle@islington.gov.uk]

**10. Leaseholders
Solicitors** TBC

Schedule 15 (Women's Building)

The Owner covenants with the Council so as to bind its interest in the Site:

1 INITIAL APPROVALS AND COMMISSIONING

- 1.1 Not to Implement or cause or permit Implementation unless and until the Feasibility and Commissioning Plan Scope and Programme has been submitted to and approved in writing by the Council PROVIDED THAT if the Council has not approved the submitted Feasibility and Commissioning Plan Scope and Programme within 30 Working Days of a request to do so, either the Owner or the Council shall be entitled to treat it as in dispute.
- 1.2 To instruct consultants (the identity of such consultants having first been approved in writing by the Council in advance of any instruction) to prepare the Feasibility and Commissioning Plan and shall do so promptly following approval of the Feasibility and Commissioning Plan Scope and Programme pursuant to paragraph 1.1 and in any event no later than 5 months following approval (or determination by the Expert) of those details and the Owner shall not Commence unless and until consultants have been instructed to prepare the Feasibility and Commissioning Plan.
- 1.3 To procure that the consultants instructed to prepare the Feasibility and Commissioning Plan pursuant to paragraph 1.2 prepare and complete the Feasibility and Commissioning Plan in accordance with the approved Feasibility and Commissioning Plan Scope and Programme.
- 1.4 Not to Commence or cause or permit Commencement of the Development unless and until the Women's Building Generic Fit-Out Specification has been submitted to the Council PROVIDED THAT the Owner shall seek to incorporate and have regard to:
 - 1.4.1 the fit-out concept design of the AHMM concept design dated 25 April 2022 as appended to this Deed at Annexe 25;
 - 1.4.2 any recommendations of the Joint Steering Group in respect of the Women's Building Generic Fit-Out Specification; and

- 1.4.3 any market testing and engagement relating to the specification (as may have been carried out prior to the submission of the Women's Building Generic Fit-Out Specification in accordance with the approved Feasibility and Commissioning Plan Scope and Programme).
- 1.5 Subject to paragraph 3.2, to use all reasonable endeavours to agree the Women's Building Generic Fit-Out Specification with the Council (taking into account the recommendations of the Joint Steering Group) promptly following submission and in the event it has not been approved by the date falling 2 months before the Fit-Out Confirmation Date the Council or the Owner may treat the Women's Building Generic Fit-Out Specification as in dispute.
- 1.6 The Owner covenants that from a date no later than Commencement of the Development it shall, in collaboration with the Council, approach and liaise with (in accordance with a programme to be agreed between the parties): (i) The Mayor's Office for Policing and Crime (MOPAC); (ii) The Ministry of Justice (MoJ); and (iii) any further fundraising/charitable bodies as may be agreed between the Owner and the Council, in relation to obtaining funding for the full cost of fitting out the Women's Building above the Shell and Core standard as required under this Deed and funding for the ongoing running costs of the Women's Building (and the services provided from the Women's Building) and shall use reasonable endeavours to approach all of the above organisations with a view to obtaining the aforementioned funding until such time as the Fundraiser is appointed, at which point the Owner shall ensure that the Fundraiser continues to liaise with the relevant parties (with the Owner continuing to provide all reasonable support and assistance).
- 1.7 On completion of the Feasibility and Commissioning Plan the Owner shall submit the completed plan to the Council for written approval (taking into account any representations of the Joint Steering Group and in accordance with the approved Feasibility and Commissioning Plan Scope and Programme).
- 1.8 To appoint the Fundraiser on the earlier of:

1.8.1 the date 3 months following approval of the Feasibility and Commissioning Plan by the Council pursuant to paragraph 1.7; and

1.8.2 Commencement.

1.9 That prior to the appointment of the Fundraiser pursuant to paragraph 1.8 of this Schedule the Owner shall have submitted and received approval in writing from the Council of:

1.9.1 the identity of the proposed Fundraiser appointment;

1.9.2 the job specification and brief of the Fundraiser;

1.9.3 the proposed work pattern of the Fundraiser;

having regard to any outcomes of the Feasibility and Commissioning Plan (if completed at that time) and any reasonable recommendations of the Joint Steering Group.

2 JOINT STEERING GROUP AND OPERATOR

2.1 Not to Implement or cause or permit Implementation unless and until:

2.1.1 the terms of reference and initial membership of the Joint Steering Group has been agreed in writing by the Council (including details of how additional members will be added in due course); and

2.1.2 the Joint Steering Group has been established.

2.2 From approval of the Feasibility and Commissioning Plan by the Council pursuant to paragraph 1.7, the Owner shall use all reasonable endeavours to:

2.2.1 carry out all recommendations set out in the Feasibility and Commissioning Plan; and

2.2.2 identify a Women's Building Operator.

2.3 From approval of the Women's Building Generic Fit-Out Specification until the Accelerated Delivery Condition is satisfied, the Owner shall use

reasonable endeavours to incorporate all reasonable recommendations of the Joint Steering Group into the Women's Building Generic Fit-Out Specification and any such updates shall be submitted for approval of the Council.

- 2.4 To use all reasonable endeavours to secure approval of a proposed Women's Building Operator from the Council (taking into account any recommendations of the Joint Steering Group) promptly in accordance with the timetable confirmed as part of the Feasibility and Commissioning Plan.

3 DELIVERY

- 3.1 Subject to paragraph 3.3, to complete the Women's Building and Women's Building Garden as follows:

3.1.1 to at least Shell and Core standard prior to Occupation of more than 165 Market Housing Units and not to Occupy or cause or permit the Occupation of more than 165 Market Housing Units until the Women's Building has been so Practically Completed to that standard; and

3.1.2 where the Accelerated Delivery Condition is satisfied before the Fit-Out Confirmation Date:

(a) in accordance with the Women's Building Generic Fit-Out Specification; and

(b) within 36 months of satisfaction of the Accelerated Delivery Condition,

and not to Occupy or cause or permit Occupation of more than 165 Market Housing Units until it has done so;

3.1.3 where the Accelerated Delivery Condition is not satisfied before the Fit-Out Confirmation Date:

(a) in accordance with the Women's Building Operator's Fit-Out Specification unless otherwise agreed by the Council

and the Owner in writing that the Women's Building Generic Fit-Out shall apply; and

- (b) either:
 - (i) within 36 months of an agreement for the Women's Building Lease having been entered into; or
 - (ii) such earlier date as may be agreed by the Council and the Owner in writing.

3.2 The Owner shall not be required to seek approval of the Women's Building Generic Fit-Out Specification pursuant to paragraph 1.5 above where the Women's Building Operator's Fit-Out Specification has already been agreed by the Women's Building Operator pursuant to the agreement for the Women's Building Lease (or the Expert has determined that the Women's Building Operator's Fit-Out Specification should apply on the grounds that it is reasonably certain that the agreement for the Women's Building Lease will be entered into with the Women's Building Operator within 8 weeks of the decision of the Expert and such agreement includes a specification for the Women's Building that is materially different to the Women's Building Generic Fit-Out Specification).

3.3 Neither paragraph 3.1.2 nor 3.1.3 shall require the Owner to complete and fit out the Women's Building and Women's Building Garden before completion of more than 165 Market Housing Units.

4 WOMEN'S BUILDING LEASE

4.1 To do the following promptly following the approval of the Women's Building Operator by the Council:

4.1.1 submit a draft of the Women's Building Lease to the Council for approval;

4.1.2 submit a draft of the agreement for lease to the Council for approval which shall include the Women's Building Operator's Fit-Out Specification and shall include provision for the Women's

Building Operator to request minor reasonable adjustments to the Women's Building Operator's Fit-Out Specification (PROVIDED THAT the landlord shall have discretion to carry out such adjustments); and

4.1.3 use all reasonable endeavours to enter into the agreement for the Women's Building Lease in the approved form with the approved Women's Building Operator as soon as reasonably practicable.

4.2 In the event that a Women's Building Operator has not been approved by the Council prior to Substantial Implementation, to submit a draft of the Women's Building Lease and agreement for lease which shall include the Women's Building Generic Fit-Out Specification and include provision for the Women's Building Operator to request minor reasonable adjustments to the Women's Building Generic Fit-Out Specification (PROVIDED THAT the landlord shall have discretion to carry out such adjustments) to the Council before Substantial Implementation for its approval, unless otherwise agreed in writing with the Council PROVIDED THAT the Owner shall be entitled to treat the draft submitted under this paragraph 4.2 as in dispute where the Council has not approved the draft of the Women's Building Lease within 3 months from the date of receipt.

4.3 Not to Occupy or cause or permit the Occupation of more than 343 Market Housing Units unless:

4.3.1 the form of Women's Building Lease and the agreement for lease has been agreed in writing with the Council (or approved by the Expert) pursuant to paragraph 4.1 and/or 4.2; and

4.3.2 either:

(a) it has entered into an agreement for the Women's Building Lease with the Women's Building Operator;

(b) the Women's Building Operator was not approved by the date 6 months before the Anticipated Major Occupation Date; or

- (c) where the Women's Building Operator was approved by the date 6 months before the Anticipated Major Occupation Date:
 - (i) the Owner has not entered into an agreement for the Women's Building Lease with the approved Women's Building Operator within 6 months of the date on which the form of agreement for lease agreed with the Council (or determined by the Expert) was offered to the Women's Building Operator; and
 - (ii) it is agreed by the Council upon receipt of such evidence demonstrating such (or has been determined by an Expert) that the failure to enter into such agreement for lease is not the result of the Owner's unreasonable conduct ("**Positive Determination**");

5 OPERATIONAL PHASE

- 5.1 Subject to the provisions of this paragraph 5, the Women's Building and the Women's Building Garden shall be retained for the lifetime of the development and operated in accordance with the Feasibility and Commissioning Plan and the Intended Use; and shall not be operated or managed by anyone other than an approved Women's Building Operator or a person nominated or appointed or contracted by an approved Women's Building Operator.
- 5.2 In the event of a failure by the Women's Building Operator (or any other provider of services in or from the Women's Building) to comply with the requirements of the Feasibility and Commissioning Plan the Owner shall take such steps as may be required to rectify the breach and shall notify the Council and Joint Steering Group of the proposed timetable and actions required for rectification, failing which unless otherwise agreed in writing by the Council the Owner shall terminate the Women's Building Lease and paragraph 5.4 shall apply.

- 5.3 The Owner shall use reasonable endeavours at all times from completion of the Women's Building to avoid any periods of vacancy of the Women's Building.
- 5.4 In the event that a Women's Building Lease terminates, is surrendered, forfeited, or expires the Owner shall use all reasonable endeavours to identify a new Women's Building Operator promptly (in consultation with the Joint Steering Group and in accordance with the Feasibility and Commissioning Plan) and following approval of a new Women's Building Operator by the Council (taking into account any recommendations of the Joint Steering Group) the Owner shall use all reasonable endeavours to promptly complete a new Women's Building Lease with the approved Women's Building Operator.
- 5.5 In the event that following the completion of the Women's Building, the Women's Building or any part thereof is vacant for a period in excess of 12 months despite all reasonable endeavours on the part of the Owner to comply with the requirements of this Schedule the Council may at its sole discretion notify the Owner that it will enter into a lease of the Women's Building and Women's Building Garden, following which (and subject to agreement of reasonable terms substantially similar to those set out in the Appendix to this Schedule 15) such lease shall be granted promptly.
- 5.6 In the event that the Council enters into a lease pursuant to paragraph 5.5, the requirements of paragraphs 5.1 to 5.5 of this Deed shall no longer apply, but the Women's Building and Women's Building Garden shall at all times be operated and managed with the aim and purpose of providing support and services for women.
- 5.7 The Joint Steering Group shall be maintained for the lifetime of the Development with any material changes to its terms of reference and/or membership to be approved by the Council in writing.
- 5.8 The Owner shall comply with the Feasibility and Commissioning Plan for the lifetime of the Development with any material changes to be agreed

in writing by the Council having regard to the input of the Joint Steering Group.

6 ANTICIPATED DATES AND NOTIFICATIONS

6.1 To notify the Council of the intended dates of the following immediately following Commencement:

6.1.1 first Occupation of any Market Housing Unit;

6.1.2 first Occupation of Block C1;

6.1.3 the Relevant Date;

6.1.4 the Fit-Out Confirmation Date;

6.1.5 Occupation of 165 Market Housing Units; and

6.1.6 the Anticipated Major Occupation Date

providing with such notice the construction programme certified by the employer's agent appointed to manage the construction contracts.

6.2 Following receipt of the Owner's notice under paragraph 6.1 the Council shall either:

6.2.1 confirm in writing to the Owner that it accepts the dates provided by the Owner;

6.2.2 request such additional reasonable evidence to substantiate the dates following receipt of which the Council may accept or reject the dates under paragraph 6.2.1 or 6.2.3; or

6.2.3 reject the notice with reasons on the basis that the Council does not agree

PROVIDED THAT the Owner shall be entitled to treat the materials submitted under paragraph 6.1 as in dispute where (1) the Council has not responded within 20 Working Days of receipt or (2) it considers any request made under paragraph 6.2.2 to be unreasonable.

- 6.3 The Owner shall notify the Council of any change to the dates agreed/determined under paragraph 6.2, providing with such notice evidence and explanation for the change together with the construction programme certified by the employer's agent appointed to manage the construction contracts.
- 6.4 Following receipt of the Owner's notice under paragraph 6.3 paragraph 6.2 shall apply to such revised dates.
- 6.5 Once a date has been agreed or determined pursuant to paragraph 6.2 the date shall thereafter be the determinative date for the purposes of the other paragraphs of this Schedule (unless otherwise varied pursuant to paragraphs 6.3 or 6.4 of this Schedule).

7 FUNDING FOR THE WOMEN'S BUILDING FIT-OUT

- 7.1 From the earlier of Commencement or approval of the Feasibility and Commissioning Plan the Owner shall use all reasonable endeavours to obtain funding for the Women's Building Fit-Out as required under this Deed and funding for the ongoing running costs of the Women's Building (and the services provided from the Women's Building), which without limitation shall include as a minimum:

7.1.1 the appointment of a Fundraiser in accordance with the requirements of paragraph 2, PROVIDED THAT the total cost of the Fundraiser shall not be required to exceed £75,000;

7.1.2 applications for funding from and proactive engagement with organisations agreed with the Council or as determined by the Feasibility and Commissioning Plan or recommended by the Joint Steering Group with a view to securing funding from as many as may be required to achieve the funding target;

7.1.3 provide monthly progress reports to the Council providing evidence of the actions that have been taken to obtain funding and any commitments that have been secured; and

- 7.1.4 arrange and attend in person meetings (at least quarterly) with the Council and the Fundraiser to discuss and evidence progress.
- 7.2 If at any time the Owner can evidence to the Council's satisfaction that it has funding such that it can provide the Women's Building Fit-Out in full paragraphs 7 and 8 of this Schedule shall no longer apply.
- 7.3 Immediately following the Relevant Date the Owner shall notify and provide appropriate evidence to the Council of the extent to which it has:
 - 7.3.1 fulfilled its obligations pursuant to paragraph 7.1 above; and
 - 7.3.2 been able to obtain all or any part of the third party grant funding required for the Women's Building Fit-Out.
- 7.4 Paragraph 7.1 shall cease to apply where:
 - 7.4.1 the Owner notifies the Council following the Relevant Date that it has fulfilled its obligations pursuant to paragraph 7.1 above but notwithstanding this has been unable to obtain all or any part of the funding required for the Women's Building Fit-Out; and
 - 7.4.2 the Council agrees in writing (or the Expert determines) that the Owner has complied with paragraph 7.1 and no (or no further) third party grant funding is available on reasonable terms to achieve the Women's Building Fit-Out.
- 7.5 The Council shall attend in person meetings with the Owner in accordance with paragraph 7.1.4 above and shall confirm to the Owner at each meeting whether the Council is satisfied the Owner is at that point in time complying with paragraph 7.1.

8 PAYMENT OBLIGATION

- 8.1 Where paragraph 7.4.2 applies, the Owner shall notify the Council of the extent of the funding gap between the estimated cost of complying with paragraph 3.1.2 or 3.1.3 as applicable and the funds obtained by the Fundraiser and/or any funds obtained through compliance with paragraph 1.6 of this Schedule (the "**Funding Gap**") and the Council

shall confirm in writing whether it agrees with the Funding Gap (PROVIDED THAT in the event of a disagreement between the Owner and the Council the Funding Gap may be determined by any Expert).

8.2 The Council shall pay the Owner an amount equivalent to the Funding Gap agreed by the Council in writing or determined by the Expert pursuant to paragraph 8.1 as follows:

8.2.1 Instalment 1: on receipt of a certificate issued by the employer's agent for the Women's Building Fit-Out that the works have begun under the relevant building contract;

8.2.2 Instalment 2: on receipt of a certificate issued by the employer's agent for the Women's Building Fit-Out that First Fix MEP is achieved;

8.2.3 Instalment 3: on receipt of a certificate issued by the employer's agent for the Women's Building Fit-Out that Second Fix MEP is achieved;

8.2.4 Instalment 4: on receipt of a certificate issued by the employer's agent for the Women's Building Fit-Out that the works are Complete; and

8.2.5 Instalment 5: on receipt of a certificate issued by the employer's agent for the Women's Building Fit-Out that the certificate of making good defects has been issued.

8.3 Subject to paragraph 7.2 the Owner shall upon completion of the Women's Building Fit-Out confirm on an open-book basis the final actual costs of the Women's Building Fit-Out and in the event that the final actual costs of the Women's Building Fit-Out is less than the sums paid to the Owner pursuant to paragraph 8.2 of this Schedule, the Owner shall within 14 days of a written request from the Council to do so refund to the Council any unexpended sums paid to the Owner by the Council pursuant to paragraph 8.2 of this Schedule.

**APPENDIX 1 TO SCHEDULE 15 (WOMEN'S BUILDING)
WOMEN'S BUILDING LEASE HEADS OF TERMS**

1 Landlord

The Owner

2 Tenant

The Women's Building Operator

3 The Premises

The Women's Building and Women's Building Garden Space

4 Term

To be agreed between the parties, it being agreed that the Women's Building and Women's Building Garden Space shall be exclusively used for support and services for women throughout the lifetime of the Development.

5 Landlord & Tenant Act 1954

The lease will be inside of the security of tenure provisions under the Landlord and Tenant Act 1954.

6 Rent

A peppercorn

7 Rent Free

None

8 Rent Review

None

9 User

[To be further refined following the Feasibility and Commissioning Plan and with input from the Joint Steering Group]

Uses consistent with the provision of a safe space (1) to support and provide rehabilitation services to women with experience in the criminal justice system; and (2) for women to access support services and other services and/or activities as may be approved within the Feasibility and Commissioning Plan.

10 Compliance with Planning Requirements

- 10.1 The Tenant shall comply at all times with the Planning Permission and any planning agreements, including section 106 agreements, which relate to the Premises but this obligation is not to be construed as obliging the Tenant to rectify any pre-existing breach of planning permission the rectification of which shall remain the responsibility of the Landlord.
- 10.2 The Tenant shall comply with all relevant requirements and obligations set out in the Feasibility and Commissioning Plan.
- 10.3 Any failure to comply with planning requirements so shall be an event of default which shall lead to termination of the Lease.

11 Repair

- 11.1 The Landlord will be responsible for carrying out repairs, decoration and maintenance to all external and structural parts of the Premises and the building within which the Premises are located (the costs of which will be recovered as part of the service charge except where repair or maintenance is required as a consequence of inherent defects or covered by warranty in which case the Landlord shall be obliged to claim).
- 11.2 The Tenant will be responsible for carrying out repairs, decoration and maintenance to the interior of the Premises except where disrepair is

covered by warranties that the Landlord has the benefit of in which case the Landlord shall be obliged to claim.

11.3 The Tenant shall have no responsibility for remedying any inherent defects at the Premises.

12 Service Charge

The Tenant will pay a service charge. The amount to be calculated as a fair and reasonable proportion towards the reasonable service expenditure relating directly to the Premises.

13 Alterations

The Tenant shall be permitted to carry out internal, non-structural alterations to the Premises without the Landlord's written consent

14 Insurance

The Landlord will insure the Premises at a competitive rate and shall be entitled to recover the premium from the Tenant with the interest of the Tenant to be noted on the policy of insurance.

15 Alienation

15.1 To be specified in Lease but including the following rights:

15.1.1 To sublet the whole or any part subject to the Landlord's consent first being obtained, such consent not to be unreasonably withheld and to be granted provided that the sub-tenant meets the requirements of the Feasibility and Commissioning Plan; and any such underlease is to be contracted out; and

15.1.2 To contract with concessions and wholly owned companies so long as no relationship of landlord and tenant is created.

16 Rights Granted

16.1 The Tenant shall be granted the following rights:

16.1.1 Advertising and signage to be placed visibly subject to the Landlord's consent and any planning permission first being obtained;

16.1.2 Tenant only break; and

16.1.3 Other rights as are reasonably necessary for the purposes of carrying out the Intended Use and do not unreasonably interfere with the Landlord's use of the Development.

17 Lease

Completion of the Lease shall be conditional on Practical Completion of the construction of the Premises.

18 Specification

The Landlord shall fit out the Premises in accordance with a detailed specification to be annexed.

19 Professional fees

Each party is to bear its own costs in connection with this transaction (including any associated SDLT and Land Registry fees).

20 Agents

[TBC in Agreement for Lease]

21 Solicitors

[TBC in Agreement for Lease]

Schedule 16
(Council's Covenants)

- 1 The Council covenants with the Owner not to use any sums received from the Owner under this Deed other than for the purposes specified in this Deed for which they have been paid PROVIDED THAT the Council may in any event spend up to 5% of such sums on the costs of implementing and monitoring compliance with this Deed which sum shall not include the legal costs incurred in drawing up this Deed.
- 2 The Council will (so far as it is lawfully and reasonably able to so do) upon the written request of the Owner and payment of its reasonable administrative costs at any time after each or all of the obligations of the Owner under this Deed have been performed or otherwise discharged issue written confirmation of such performance or discharge and effect the cancellation of relevant entries in the Register of Local Land Charges or if such cancellation is for any reason impossible to secure thereon a note of such performance or discharge in respect of this Deed.
- 3 The Council covenants with the Owner that on written request by the Owner or the party that actually paid the sum it will repay to the Owner or the party that actually paid the sum such amount of any payment (excluding any sums paid by the Council to Transport for London) made by the Owner to the Council under this Deed which has not been spent and that remains uncommitted after the period of 5 years commencing with the date of receipt by the Council of such payment together with any interest accrued on the amount that has not been spent.
- 4 For the avoidance of doubt the sums or any part of them shall be deemed to have been committed if the Council has entered into any contract or given any other binding commitment the performance or fulfilment of which will require the Council to expend such sums in the future.
- 5 The Council shall (except in relation to any sums paid by the Council to Transport for London) on the written request of the Owner or the party that actually paid the sum provide to the Owner such evidence as the

Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

- 6 The Council shall transfer the TfL Bus Contribution to TfL within 60 days of receipt of a written scheme from TfL which details how the TfL Bus Contribution shall be spent, such details to include: (i) the specific bus route(s) within the vicinity of the site to be improved; (ii) the nature and scope of the bus service improvements; and (iii) the timetable for delivery of the bus service improvements, provided that such scheme demonstrates to the Council's reasonable satisfaction that the TfL Bus Contribution will be spent on bus service improvements within the vicinity of the Site that reasonably relate to the impacts of the Development.
- 7 The Council covenants that from a date no later than Commencement of the Development it shall, in collaboration with the Owner, approach and liaise with (in accordance with a programme to be agreed between the parties): (i) The Mayor's Office for Policing and Crime (MOPAC); (ii) The Ministry of Justice (MoJ); and (iii) any further fundraising/charitable bodies as may be agreed between the Owner and the Council, in relation to obtaining funding for the full cost of fitting out the Women's Building above the Shell and Core standard as required under this Deed and funding for the ongoing running costs of the Women's Building (and the services provided from the Women's Building) and shall use reasonable endeavours to approach all of the above organisations with a view to obtaining the aforementioned funding until such time as the Fundraiser is appointed, at which point the Owner shall ensure that the Fundraiser continues to liaise with the relevant parties (with the Council continuing to provide all reasonable support and assistance).

Annexe 1
(Form of Notification)

To: Developer Obligations Team
Planning Policy
Environment and Regeneration
2nd Floor Islington Town Hall
S106@islington.gov.uk
Upper Street
London N1 2UD
Date: [dd/mm/yyyy]

Notice of Implementation

Dear Developer Obligations Team,

[address of development]
[planning application number]

This letter serves as notice of the date of Implementation of the above mentioned planning permission at the above address in accordance with paragraph 1 of Schedule 1 of the associated section 106 agreement:

Schedule 1 (Owners Covenants)

1 NOTICES

1.1 The Owner will give the Council not less than 14 days' prior written notice of each of the following dates:

1.1.1 Implementation of the Planning Permission

We hereby confirm that we/our client intends to Implement the planning permission on [date]. Implementation is defined as "the first date on which any material operation (as defined by section 56(4) of the act) forming part of the Development begins to be carried out".

We confirm that demand notices, acknowledgement notices and discharge notices should be issued to the below person and address.

[address of liable party]
[email address of liable party]
[address of agent if relevant]
[email address of agent]

Yours faithfully,
[name]

To: Developer Obligations Team
Planning Policy
Environment and Regeneration
2nd Floor Islington Town Hall
S106@islington.gov.uk
Upper Street
London N1 2UD
Date: [dd/mm/yyyy]

Notice of first Occupation

Dear Developer Obligations Team,

**[address of development]
[planning application number]**

This letter serves as notice of the date of first Occupation of the above mentioned planning permission at the above address in accordance with paragraph 1 of Schedule 1 of the associated section 106 agreement:

Schedule 1 (Owners Covenants)

1 NOTICES

1.1 The Owner will give the Council not less than 14 days' prior written notice of each of the following dates:

1.1.3 Notice of first Occupation of the development;

We hereby confirm that we/our client intends to Occupy the Development on [date]. First Occupation is defined as "occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing, security operations or display or the presence of conduits, plan, cabling or equipment required or installed by statutory undertakers and the terms 'Occupy', 'Occupier' and 'Occupied' shall be constructed accordingly;"

We confirm that demand notices, acknowledgement notices and discharge notices should be issued to the below person and address.

[address of liable party]
[email address of liable party]
[address of agent if relevant]
[email address of agent]

Yours faithfully,

[name]

To: Developer Obligations Team
Planning Policy
Environment and Regeneration

2nd Floor Islington Town Hall
S106@islington.gov.uk
Upper Street
London N1 2UD
Date: [dd/mm/yyyy]

Notice of Practical Completion

Dear Developer Obligations Team,

[address of development]
[planning application number]

This letter serves as notice of the date of Practical Completion of the above mentioned planning permission at the above address in accordance with paragraph 1 of Schedule 1 of the associated section 106 agreement:

Schedule 1 (Owners Covenants)

1 NOTICES

1.1 The Owner will give the Council not less than 14 days' prior written notice of each of the following dates:

1.1.2 Notice of Practical Completion of the Development;

We hereby confirm that the date on which the Development will be Practically Complete will be [date]. Practical Completion is defined as "the date on which the Development (or relevant part of it) is properly certified as practically complete by the Owners' relevant professional under the contract for the construction of the Development and the term "Practically Complete" shall be construed accordingly."

We confirm that demand notices, acknowledgement notices and discharge notices should be issued to the below person and address.

<<address of liable party>>
<<email address of liable party>>
<<address of agent if relevant>>
<<email address of agent>>

Yours faithfully,

<<name>>