

DATED ^{9th} July 2009

(1) OLYMPIC DELIVERY AUTHORITY

(2) LONDON DEVELOPMENT AGENCY

**FURTHER DEED OF MODIFICATION IN RESPECT OF AN
AGREEMENT DATED 28 SEPTEMBER 2007 (AS
MODIFIED PURSUANT TO A DEED DATED 6 JUNE 2008)**

RELATION TO A LEGACY IBC PROVISION STRATEGY

under Sections 106 and 106A Town and Country Planning Act 1990, Sections 4 and 5 London Olympic Games and Paralympic Games Act 2006 and Sections 4 and 5 of the Regional Development Act 1998 (as amended by the Greater London Authority Act 1999), relating to planning applications related to the Olympic Games and Legacy Transformation within the Lower Lea Valley

AMENDMENT OF MODIFIED AGREEMENT

The ODA, the LDA and the Local Planning Authority agree that with effect from the date of this Deed:

The following definitions shall be added to the relevant definitions in Clause 1 of the Modified Agreement (in the appropriate alphabetical position):

“ <i>planning permission</i> ”	shall mean	(a) a planning permission, or
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RECEIVED 20 JUL 2009

THIS AGREEMENT is made on 9th July 2009

BETWEEN:

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, 1 Churchill Place, Canary Wharf, London E14 5LN (the "ODA"); and
- (2) **THE LONDON DEVELOPMENT AGENCY** of Palestra, 197 Blackfriars Road, London SE1 8AA (the "LDA").

WHEREAS:

- (A) This Deed is supplemental to an agreement dated 28 September 2007 made pursuant to section 106 of the 1990 Act and other relevant powers between (1) the ODA and (2) the LDA as amended by a deed of modification dated 6 June 2008 (together the "**Modified Agreement**").
- (B) The ODA has submitted an application for the approval of reserved matters pursuant to the OLF Permission for the International Broadcast Centre ("IBC") and Media Press Centre in connection with the London 2012 Olympic Games. Having reviewed this application, the Local Planning Authority considers that in the interests of proper planning in its area approval for the IBC should only be granted subject to various provisions of this Deed (and conditions attached to an approval).
- (C) The parties wish to amend the Modified Agreement and have accordingly agreed to enter into this Deed to comply with the requirements of section 106A(2) of the 1990 Act.

1. LEGAL EFFECT

- 1.1 This Deed is made pursuant to section 106A(1)(a) and section 106A(2) of the 1990 Act and all other relevant powers with the effect that the planning obligations contained in the Modified Agreement as modified by this Deed shall be enforceable by the Local Planning Authority.
- 1.2 Save where expressly stated otherwise, words and expressions used in this Deed including the recitals shall have the same meaning as defined in the Modified Agreement.
- 1.3 Unless the context otherwise requires references in this Deed to "the parties" shall mean the parties to this Deed.
- 1.4 Subject to the modifications in this Deed the Modified Agreement will remain in full force and effect.

2. AMENDMENT OF MODIFIED AGREEMENT

2.1 The ODA, the LDA and the Local Planning Authority agree that with effect from the date of this Deed:

2.1.1 the following definitions shall be added to the relevant definitions in Clause 1.1 of the Modified Agreement (in the appropriate alphabetical position):

"IBC Permission"	either: (a) a planning permission ; or
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	(b) a reserved matters approval pursuant to the OLF Permission, in either case for an international broadcast centre in Planning Delivery Zone 5
"Legacy IBC"	unless otherwise agreed with the Local Planning Authority a building of between 45,100sq.m and 64,000sq.m in Planning Delivery Zone 5 which permits uses within Use Classes B1(a), B1(b), B1(c), B2 or B8 (the mix of uses to be approved by the Local Planning Authority in the determination of any planning application or application of approval of reserved matters) either replacing (in whole) or being derived from the retention and/or modification and/or transformation of the international broadcast centre permitted and constructed pursuant to an IBC Permission
"Legacy IBC Access Route"	an east-west pedestrian and cycle route to which the public shall be permitted to have access linking bridge F13 and bridge F02 as shown on the plan attached as Appendix One of this Deed
"OLF Permission"	outline planning permission dated 28 September 2007 with reference 07/60010/OUMODA
"Olympic Games IBC"	an international broadcast centre pursuant to an IBC Permission
"Use Class"	a land use falling within one of the classes defined in the Town and Country Planning (Use Classes) Order 1987 as amended

3. INSERTION OF NEW PARAGRAPH 9 TO SCHEDULE 5 OF THE MODIFIED AGREEMENT

3.1 The ODA, the LDA and the Local Planning Authority agree with effect from the date of this Deed the insertion of the following new paragraph 9 to Schedule 5 of the Modified Agreement:

9. Legacy IBC Provision Strategy

Unless otherwise agreed by the Local Planning Authority (in consultation with the London Borough of Hackney), as part of the master outline planning application for the Legacy Communities development for the whole of the Olympic Park to come forward pursuant to this Schedule 5 but in any event (whether such application is submitted or not) before 31 December 2012, the LDA shall submit a Legacy IBC Provision Strategy to the Local Planning Authority for approval, to include the

following key commitments:

9.1 a commitment to:

9.1.1 submit a planning application or application for approval of reserved matters to the Local Planning Authority by 31 July 2013 (or such other date as may be agreed by the Local Planning Authority in writing) for a Legacy IBC, and such application to include an objective of completing and making available for use a Legacy IBC by 31 December 2019 or earlier, subject to viability and expenditure reasonable in the circumstances; and

9.1.2 seek planning permission or approval of reserved matters for a Legacy IBC by 31 December 2017 at the latest;

9.2 a commitment to provide and ensure continued provision (with maintenance proposals to be provided to the Local Planning Authority) of a Legacy IBC Access Route from 31 December 2017 subject to the like provisions to those contained in paragraph 2, 2.2, 2.3 and 2.4 of Part B of Schedule 22 to the Modified Agreement and references to the "Olympic Applications" therein shall be deemed to include the OLF Permission and the IBC permission;

9.3 a commitment to notify the Local Planning Authority by 30 September 2019 whether or not the intention is, or whether or not it has become apparent that it is not reasonably practicable or viable, to carry out and practically complete a Legacy IBC so it is available for occupation by 31 December 2019 ("**a Legacy IBC Position Notification**");

9.4 a commitment that if, following the service of a Legacy IBC Position Notification the intention is not to carry out and practically complete a Legacy IBC so it is available for occupation by 31 December 2019, to meet with the Local Planning Authority as soon as reasonably practicable to discuss alternatives;

9.5 a commitment that if a Legacy IBC is not practically complete and available for occupation by 31 December 2019, unless the Local Planning Authority otherwise agrees in writing, to propose by 31 December 2019 a reasonable alternative and timescales for provision in lieu of Legacy IBC provision to the Local Planning Authority for approval and, if approved, to use Reasonable Endeavours to implement any approved alternative within the approved timescales;

9.6 a commitment to:

9.6.1 if a Legacy IBC comprises a significant retention, modification or transformation of the pre Games IBC building, use Reasonable Endeavours for the Legacy IBC (as a whole) to meet the standards that are required to achieve an excellent rating in respect of Building Research Establishment Environmental Assessment Method ("**BREEAM**") standards (or where there are no published BREEAM standards for buildings of the type concerned such reasonably equivalent standards as may be appropriate in the circumstances); and

9.6.2 if a Legacy IBC comprises a wholly new building, to meet the standards that are required to achieve an excellent rating in respect of BREEAM standards (or where there are no published BREEAM standards for buildings of the type concerned such reasonably equivalent standards as may be appropriate in the circumstances).

4. **SUPPLEMENTAL DEEDS**

4.1 The parties agree that:

4.1.1 Clause 3 of the Deed of Modification dated 6 June 2008 shall no longer apply; and

4.1.2 references to "Section 106 Agreement" in the supplemental deeds attached at Schedule 29, Schedule 30 and Schedule 31 to the Modified Agreement shall mean the Modified Agreement as amended by this Deed.

5. **THIRD PARTIES**

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

6. **COUNTERPARTS**

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

7. **EXECUTION**

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

8. **JURISDICTION**

This Deed is governed by and shall be interpreted in accordance with the law of England.