

DATED 16 December 2011

- (1) OLYMPIC DELIVERY AUTHORITY
- (2) OLYMPIC PARK LEGACY COMPANY

SUPPLEMENTAL DEED OF AGREEMENT AND MODIFICATION

made pursuant to sections 106 and 106A(1)(a) and 106A(2) of the Town and Country Planning Act 1990, sections 4 and 5 of the London Olympic Games and Paralympic Games Act 2006 and all other powers enabling

relating to the Olympic Park, Stratford, London E15



Pinsent Masons

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THIS AGREEMENT is made on

16 December

2011

**BETWEEN:-**

- (1) **OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN; and
- (2) **OLYMPIC PARK LEGACY COMPANY** (company number 06900359) whose registered office is situate at 29-35 West Ham Lane, Stratford, London E15 4PH (the "OPLC").

**RECITALS**

**WHEREAS:-**

- (A) This Agreement is supplemental to and modifies the Existing Section 106 Agreement made pursuant to section 106 of the 1990 Act and other relevant powers.
- (B) The ODA submitted the CRT Section 73 Applications and the PV Application to the Local Planning Authority on 31 May 2011.
- (C) On 26 July 2011, the Local Planning Authority resolved to grant the CRT Section 73 Permissions and the PV Permission subject to the completion of this Agreement.
- (D) Also on 31 May 2011, the ODA submitted a planning application for planning permission for the provision of hard standing in Games Phase in the space left by the absence of the wind turbine that was originally permitted under the FLPA Planning Permission (given reference number 11/90325/FULODA by the Local Planning Authority).
- (E) On 26 July 2011, the Local Planning Authority resolved to grant planning permission for planning application 11/90325/FULODA. Although the planning permission to be granted for planning application 11/90325/FULODA will be a Slot In Permission and therefore already within the remit of the Existing Section 106 Agreement, the Local Planning Authority only resolved to grant planning permission for planning application 11/90325/FULODA following the completion of this Agreement due to the inextricable links between planning application 11/90325/FULODA, the CRT Section 73 Applications and the PV Application.
- (F) Accordingly, as a result of the Local Planning Authority's resolution to grant the CRT Section 73 Permissions, the PV Permission and planning permission for planning application 11/90325/FULODA, the Local Planning Authority, the ODA and the OPLC have agreed to enter into this Agreement in order to modify the Existing Section 106 Agreement and enter into certain supplemental provisions pursuant to sections 106 and 106A(1)(a) and 106A(2) of the 1990 Act, sections 4 and 5 of the Olympic Act and all other powers enabling.
- (G) The Local Planning Authority is the local planning authority by whom the planning obligations contained in this Agreement are enforceable.
- (H) The OPLC is the freehold owner of the OPLC Land registered at the Land Registry under the title numbers listed in Schedule 1 Part 1 and the leasehold owner of the OPLC Land registered at the Land Registry under the title numbers listed in Schedule 1 Part 2.
- (I) The modifications contained in this Agreement are not modifications to any covenants commitments obligations agreements restrictions or stipulations which are capable of enforcement against the LDA and the supplemental provisions contained in this Agreement are not supplemental provisions which are capable of enforcement against

the LDA. Therefore, pursuant to section 106A(1)(a) of the 1990 Act the LDA does not need to be a party to this Agreement.

## NOW THIS DEED WITNESSES

### 1. LEGAL EFFECT

- 1.1 This Agreement is made pursuant to sections 106 and 106A(1)(a) and 106A(2) of the 1990 Act, sections 4 and 5 of the Olympic Act and all other powers enabling with the effect that the covenants commitments obligations agreements restrictions and stipulations contained in the Existing Section 106 Agreement are supplemented and modified by this Agreement to the extent expressly stated herein and the supplementary provisions contained in this Agreement shall be enforceable by the Local Planning Authority, the ODA and the OPLC as if they were provisions of the Existing Section 106 Agreement subject to the terms of this Agreement.
- 1.2 The obligations covenants and undertakings on the part of the OPLC in this Agreement are planning obligations in so far as they are capable of being lawfully made pursuant to and for the purposes of section 106 of the 1990 Act so as to bind the OPLC Land and with the intent that they shall be enforceable by the Local Planning Authority against the OPLC and insofar as any such obligations covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into by the Local Planning Authority as obligations covenants and undertakings in pursuance of sections 4 and 5 of the Olympic Act.
- 1.3 The Local Planning Authority, the ODA and the OPLC agree that where there are provisions in this Agreement expressed as supplementary provisions to the Existing Section 106 Agreement (as modified by this Agreement), the terms (including the rights, remedies and burdens of the parties thereto) of the Existing Section 106 Agreement (as modified by this Agreement) shall apply to those supplementary provisions unless stated otherwise in this Agreement **PROVIDED THAT** in the event of any conflict with the Existing Section 106 Agreement the terms of this Agreement shall prevail.
- 1.4 The provisions of clauses 1.2 and 4 to 8 inclusive are supplementary provisions (including some modifications) to the Existing Section 106 Agreement.
- 1.5 Subject to the modifications and supplementary provisions contained in this Agreement the Existing Section 106 Agreement will remain in full force and effect.

### 2. INTERPRETATION

- 2.1 In this Agreement (including the parties and recitals hereto) the following terms shall have the following meanings unless the context shall otherwise require:

**"CRT Section 73 Applications"**

means the following applications submitted by the ODA to the Local Planning Authority pursuant to section 73 of the 1990 Act to achieve the CRT Variation:

1. application to vary conditions OD.0.21 and LTD.1.3 of the FLPA Planning Permission and given reference number 11/90313/VARODA by the Local Planning Authority;
2. application to vary condition 43 of Slot In Permission reference 08/90059/OUTODA and given reference number 11/90314/VARODA by the Local Planning Authority;
3. application to vary conditions VOD.15 and VLT.04

of Slot In Permission reference 08/90276/FUMODA and given reference number 11/90315/VARODA by the Local Planning Authority;

4. application to vary condition PPR.21 of Slot In Permission reference 08/90310/FULODA and given reference number 11/90316/VARODA by the Local Planning Authority;
5. application to vary condition PPR.21 of Slot In Permission reference 08/90311/FULODA and given reference number 11/90317/VARODA by the Local Planning Authority;
6. application to vary condition PPR.18 of Slot In Permission reference 08/90312/FULODA and given reference number 11/90318/VARODA by the Local Planning Authority;
7. application to vary condition PPR.18 of Slot In Permission reference 08/90313/FULODA and given reference number 11/90319/VARODA by the Local Planning Authority;
8. application to vary conditions HOD.12 and HLT.4 of Slot In Permission reference 08/90328/FUMODA and given reference number 11/90320/VARODA by the Local Planning Authority;
9. application to vary conditions EMOD.13 and EMLTD.7 of Slot In Permission reference 09/90198/FUMODA and given reference number 11/90321/VARODA by the Local Planning Authority;
10. application to vary condition PGT.14 of Slot In Permission reference 09/90410/FUMODA and given reference number 11/90322/VARODA by the Local Planning Authority;
11. application to vary condition 4 of Reserved Matters approval reference 08/90026/REMODA and given reference number 11/90323/VARODA by the Local Planning Authority;
12. application to vary condition PPR.18 of Slot In Permission reference 08/90314/FULODA and given reference number 11/90324/VARODA by the Local Planning Authority; and
13. application to vary condition 4 of Reserved Matters approval reference 08/90025/REMODA and given reference number 11/90326/VARODA by the Local Planning Authority

**"CRT Section 73  
Permissions"**

means the planning permissions subject to conditions that may be granted by the Local Planning Authority on the determination of the CRT Section 73 Applications for the proposals within the CRT Section 73 Applications

**"CRT Variation"**

means varying conditions such that: (a) any requirement to install sufficient on-site renewable

energy capacity across the Site as a whole to meet at least 20 per centum of annual carbon emissions of the parklands venues and other buildings to be retained on the Site in the Legacy phase is reduced to a requirement to install sufficient such capacity to meet 9 per centum of annual carbon emissions from such parklands venues and other buildings; and (where applicable) (b) there no longer be any requirement for the wind turbine to have been commissioned before the Games

**"Existing Section 106 Agreement"**

means the section 106 Agreement made between (1) the Olympic Delivery Authority and (2) the LDA dated 28 September 2007 as amended by modification deeds dated 6 June 2008, 9 July 2009 and 30 December 2009 and as supplemented by and further modified by the supplemental deed of agreement and modification dated 30 September 2010

**"LDA"**

means the London Development Agency of Palestra, 197 Blackfriars Road, London SE1 8AA

**"Local Planning Authority"**

means the Olympic Delivery Authority of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN acting in its capacity as local planning authority

**"ODA"**

means the Olympic Delivery Authority of 23rd Floor, One Churchill Place, Canary Wharf, London E14 5LN performing its functions of developer and promoter

**"OPLC Land"**

means the OPLC's:

1. freehold land within the Site shown coloured blue on the plan at Appendix 1 to this Agreement and registered at the Land Registry under the title numbers listed in Schedule 1 Part 1;
2. leasehold land within the Site shown edged and hatched purple on the plan at Appendix 1 to this Agreement and registered at the Land Registry under the title numbers listed in Schedule 1 Part 2; and
3. equitable interest in the LDA's freehold land within the Site shown coloured orange on the plan at Appendix 1 to this Agreement and registered at the Land Registry under title number EGL574494

**"PV Application"**

means the planning application submitted by the ODA to the Local Planning Authority for the construction of an open canopy comprising photovoltaic panels on a steel frame on the roof of the eastern half of the multi-storey car park in post-Games Phase and given reference number 11/90330/FULODA by the Local Planning Authority

**"PV Permission"**

means the planning permission subject to conditions that may be granted by the Local Planning Authority on the determination of the PV Application for the proposal within the PV Application

- 2.2 All other terms in this Agreement (including the parties and recitals hereto) shall bear the same meaning as in the Existing Section 106 Agreement unless the context shall otherwise require.
- 2.3 References to the Local Planning Authority comprise the Olympic Delivery Authority in its capacity as local planning authority and include its successors to the functions of the Local Planning Authority.
- 2.4 References to the ODA comprise the Olympic Delivery Authority in its capacity as developer and promoter of the Development and include:
- 2.4.1 persons deriving title from the ODA; and
- 2.4.2 the ODA's statutory successors, assigns, transferees and persons for the time being assuming the relevant functions and/or obligations and/or rights of the ODA.
- 2.5 References to the LDA include:
- 2.5.1 persons deriving title from the LDA; and
- 2.5.2 the LDA's statutory successors, assigns, transferees and persons for the time being assuming the relevant functions and/or obligations and/or rights of the LDA.
- 2.6 References to the OPLC include:
- 2.6.1 persons deriving title from the OPLC; and
- 2.6.2 the OPLC's successors, assigns, transferees and persons for the time being assuming the relevant obligations and/or rights of the OPLC.

**3. CONDITIONALITY**

- 3.1 Clauses 1, 2, 3, 9, 10 and 11 shall come into effect immediately upon completion of this Agreement.
- 3.2 Clauses 4, 5, 6, 7 and 8 are conditional on and shall not take effect until all of the following events have occurred:
- 3.2.1 the completion of this Agreement;
- 3.2.2 the grant of the CRT Section 73 Permissions; and
- 3.2.3 the grant of the PV Permission.

**4. MODIFICATION TO THE EXISTING SECTION 106 AGREEMENT - DEFINITIONS**

- 4.1 The Local Planning Authority, the ODA and the OPLC agree that the Existing Section 106 Agreement shall be modified as follows:-
- 4.1.1 the following definitions shall be added to the definitions in clause 1.1 of the Existing Section 106 Agreement (in the appropriate alphabetical position):-

"2011 AMR"	the annual monitoring report process for 2011 pursuant to paragraph 1.2.4 of Part A of Schedule 11
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<b>"2012 AMR"</b>	the annual monitoring report process for 2012 pursuant to paragraph 1.2.4 of Part A of Schedule 11
<b>"Additionality"</b>	a reduction in carbon emissions below what would have occurred in any event in the absence of the carbon reduction measures to be undertaken pursuant to paragraph 7 of Part A of Schedule 11
<b>"Carbon Reduction Target"</b>	the reduction in carbon emissions (against 2006 Building Regulation standards) for the built aspects of the Development of 50 per cent by 2013 as required by paragraph 1.2.2 of Part A of Schedule 11
<b>"CRT Section 73 Applications"</b>	<p>means the following applications to achieve the CRT Variation submitted by the ODA to the Local Planning Authority pursuant to section 73 of the 1990 Act:</p> <ol style="list-style-type: none"> <li>1. application to vary conditions OD.0.21 and LTD.1.3 of the FLPA Planning Permission and given reference number 11/90313/VARODA by the Local Planning Authority;</li> <li>2. application to vary condition 43 of Slot In Permission reference 08/90059/OUTODA and given reference number 11/90314/VARODA by the Local Planning Authority;</li> <li>3. application to vary conditions VOD.15 and VLT.04 of Slot In Permission reference 08/90276/FUMODA and given reference number 11/90315/VARODA by the Local Planning Authority;</li> <li>4. application to vary condition PPR.21 of Slot In Permission reference 08/90310/FULODA and given reference number 11/90316/VARODA by the Local Planning Authority;</li> <li>5. application to vary condition PPR.21 of Slot In Permission reference 08/90311/FULODA and given reference number 11/90317/VARODA by the Local Planning Authority;</li> <li>6. application to vary condition PPR.18 of Slot In Permission reference 08/90312/FULODA and given reference number 11/90318/VARODA by the Local Planning Authority;</li> <li>7. application to vary condition PPR.18 of Slot In Permission reference 08/90313/FULODA and given reference number 11/90319/VARODA by the Local Planning Authority;</li> <li>8. application to vary conditions HOD.12 and HLT.4 of Slot In Permission reference 08/90328/FUMODA and given reference number 11/90320/VARODA by the Local Planning Authority;</li> <li>9. application to vary conditions EMOD.13 and EMLTD.7 of Slot In Permission reference</li> </ol>



	<p>09/90198/FUMODA and given reference number 11/90321/VARODA by the Local Planning Authority;</p> <p>10. application to vary condition PGT.14 of Slot In Permission reference 09/90410/FUMODA and given reference number 11/90322/VARODA by the Local Planning Authority;</p> <p>11. application to vary condition 4 of Reserved Matters approval reference 08/90026/REMODA and given reference number 11/90323/VARODA by the Local Planning Authority;</p> <p>12. application to vary condition PPR.18 of Slot In Permission reference 08/90314/FULODA and given reference number 11/90324/VARODA by the Local Planning Authority; and</p> <p>13. application to vary condition 4 of Reserved Matters approval reference 08/90025/REMODA and given reference number 11/90326/VARODA by the Local Planning Authority</p>
<b>"CRT Section 73 Permissions"</b>	means the planning permissions subject to conditions that may be granted by the Local Planning Authority on the determination of the CRT Section 73 Applications for the proposals within the CRT Section 73 Applications
<b>"CRT Variation"</b>	means varying conditions such that: (a) any requirement to install sufficient on-site renewable energy capacity across the Site as a whole to meet at least 20 per centum of annual carbon emissions of the parklands venues and other buildings to be retained on the Site in the Legacy phase is reduced to a requirement to install sufficient such capacity to meet 9 per centum of annual carbon emissions from such parklands venues and other buildings; and (where applicable) (b) there no longer be any requirement for the wind turbine to have been commissioned before the Games
<b>"Interim Report"</b>	a report on progress on the matters referred to in paragraphs 10, 11 and 14 of Part A of Schedule 11 to be submitted by the ODA to the Local Planning Authority for approval
<b>"LDA Retained Land"</b>	<p>means the LDA's:</p> <p>a) freehold land registered at the Land Registry with title number EGL574494;</p> <p>b) freehold land registered at the Land Registry with title number EGL533908;</p> <p>c) freehold land registered at the Land Registry with title number EGL533906 (save that the LDA is contractually committed in an agreement dated 11 June 2009 to transfer part of the land in this title to Stratford Village Property Holdings 1 Limited and</p>

	Stratford Village Property Holdings 2 Limited); and d) leasehold land registered at the Land Registry with title number EGL500001.
<b>"Long Stop Date"</b>	31 January 2014
<b>"Maximum Cost Figure"</b>	the sum of £1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND POUNDS) to be expended in accordance with the provisions of paragraphs 7 to 16 (inclusive) of Part A of Schedule 11 WITH THE INTENTION THAT if there is any shortfall in the achievement of the Carbon Reduction Target through measures taken within the Development such shortfall shall be met by Off-Site Measures to the value of £1,500,000.00 (ONE MILLION FIVE HUNDRED THOUSAND POUNDS)
<b>"OPLC Land"</b>	means the OPLC's: <ol style="list-style-type: none"> <li>1. freehold land within the Site shown coloured blue on the plan at Appendix 17 to this Agreement and registered at the Land Registry under the title numbers listed in Schedule 33 Part 1;</li> <li>2. leasehold land within the Site shown edged and hatched purple on the plan at Appendix 17 to this Agreement and registered at the Land Registry under the title numbers listed in Schedule 33 Part 2; and</li> <li>3. equitable interest in the LDA's freehold land within the Site shown coloured orange on the plan at Appendix 17 to this Agreement and registered at the Land Registry under title number EGL574494</li> </ol>
<b>"Off-Site Measures"</b>	carbon reduction measures outside the boundary of the Olympic Park
<b>"PV Application"</b>	means the planning application submitted by the ODA to the Local Planning Authority for the construction of an open canopy comprising photovoltaic panels on a steel frame on the roof of the eastern half of the multi-storey car park in post-Games Phase and given reference number 11/90330/FULODA by the Local Planning Authority
<b>"PV Development"</b>	development permitted by the PV Permission
<b>"PV Permission"</b>	means the planning permission subject to conditions that may be granted by the Local Planning Authority on the determination of the PV Application for the proposal within the PV Application
<b>"RE:FIT"</b>	a procurement initiative established by the LDA (under which local authorities procure an energy service company to install the energy conservation measures in identified public buildings and will guarantee annual energy savings over an agreed

	payback period) that allows the public sector to retro-fit existing public buildings with energy saving measures and reduce carbon emissions
<b>"Relevant Boroughs"</b>	the London Boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets
<b>"RE:NEW"</b>	a retrofitting scheme (involving implementation of energy saving measures which include (but not limited to) provision of low energy light bulbs, energy monitors and radiator panels and also consideration of installation of loft, cavity and solid wall insulation) established by the LDA and GLA aimed at reducing carbon emissions from the residential sector
<b>"Section 73 Application"</b>	means an application made by the ODA or the OPLC (or a Subsidiary of either) under section 73 of the Town and Country Planning Act 1990 seeking to achieve the effect of modification deletion or replacement of any condition attached to any Consolidated Permission
<b>"Section 73 Permission"</b>	means planning permission subject to conditions granted by the Local Planning Authority pursuant to any Section 73 Application
<b>"Stop Date"</b>	31 January 2013 being the date by which it is intended that the Maximum Cost Figure should have been expended by the ODA

4.1.2 the definition in clause 1.1 of the Existing Section 106 Agreement of "Consolidated Permissions" shall be modified by the insertion of a new part to the definition at the end as shown in bold underline below:

<b>"Consolidated Permissions"</b>	<p>the Planning Permissions and any Slot In Permission or Slot In Permissions (but excluding any Slot In Permissions which are an approval of Reserved Matters) and "Consolidated Permission" shall mean such one of the Planning Permissions together with any Slot In Permission or Slot In Permissions pertaining to that Planning Permission or Slot In Permission as the context may require <b><u>or in respect of the CRT Section 73 Permissions and/or the PV Permission as they apply to the OPLC Land (but not to the LDA Retained Land):</u></b></p> <ol style="list-style-type: none"> <li><b><u>1. the Planning Permissions together with any Slot In Permission or Slot In Permissions (but excluding any Slot In Permissions which are an approval of Reserved Matters);</u></b></li> <li><b><u>2. the CRT Section 73 Permissions; and</u></b></li> <li><b><u>3. the PV Permission</u></b></li> </ol> <p><b><u>and "Consolidated Permission" shall mean such one of:</u></b></p> <ol style="list-style-type: none"> <li><b><u>1. the Planning Permissions together with any</u></b></li> </ol>
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	<p><b><u>Slot In Permission or Slot In Permissions pertaining to that Planning Permission;</u></b></p> <p><b><u>2. the CRT Section 73 Permissions; and</u></b></p> <p><b><u>3. the PV Permission</u></b></p> <p><b><u>as the context may require</u></b></p>
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4.1.3 the definition in clause 1.1 of the Existing Section 106 Agreement of "Slot in Application" shall be modified by the insertion of additional wording as shown in bold underline below:

<b>"Slot in Application"</b>	<p>an application for either planning permission or a Reserved Matters approval <b><u>(as applicable)</u></b> made by the ODA <b><u>or the OPLC</u></b> or a Subsidiary <b><u>of either</u></b> whether as a sole or joint applicant to carry out development within the Site related to or in substitution for development authorised under a Planning Permission and/or Slot in Permission <b><u>and/or a CRT Section 73 Permission and/or any other applicable Section 73 Permission</u></b></p>
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4.1.4 the definition in clause 1.1 of the Existing Section 106 Agreement of "Slot in Application" shall be modified by the insertion of additional wording as shown in bold underline below:

<b>"Subsidiary"</b>	<p>entity body or company in which the ODA <b><u>or the OPLC (as applicable)</u></b> has an interest or over which the ODA <b><u>or the OPLC (as applicable)</u></b> has control including any subsidiary of any company as defined in section 1159 of the Companies Act 2006</p>
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## 5. MODIFICATIONS TO THE EXISTING SECTION 106 AGREEMENT

5.1 The Local Planning Authority, the ODA and the OPLC agree that from the date of this Agreement:

5.1.1 clause 2.8 of the Existing Section 106 Agreement shall be modified by the insertion of the words "and paragraphs 7 to 16 inclusive of Part A of Schedule 11" after the words "save for antecedent breach" so that clause 2.8 shall read as follows:

2.8	The ODA shall have no further commitments under the Protocols or this Agreement (save for antecedent breach and paragraphs 7 to 16 inclusive of Part A of Schedule 11) at the end of the Legacy Transformation Phase.
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5.1.2 the following new paragraphs 7 to 16 shall be inserted into Part A of Schedule 11 of the Existing Section 106 Agreement:

7.	In the event that there is any shortfall in the achievement of the Carbon Reduction Target through measures taken within the Development the
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- ODA shall meet such shortfall by funding and ensuring implementation of Off-Site Measures to the value of but not to exceed the Maximum Cost Figure, provided that:
- 7.1 Off-Site Measures shall only be undertaken in the Relevant Boroughs;
  - 7.2 Off-Site Measures shall only be carried out through the funding by the ODA of the RE:NEW and/or RE:FIT schemes; and
  - 7.3 Off-Site Measures shall provide Additionality.
  8. The ODA shall submit monitoring reports to the Local Planning Authority for approval in respect of the implementation and carrying out of any Off-Site Measures as follows:
    - 8.1 as part of the 2011 AMR which shall be submitted by the ODA to the Local Planning Authority in January 2012;
    - 8.2 the first Interim Report which shall be submitted by the ODA to the Local Planning Authority by 1 July 2012; and
    - 8.3 as part of the 2012 AMR which shall be submitted by the ODA to the Local Planning Authority in January 2013.
  9. Whether or not the compensatory carbon savings generated by the Off-Site Measures meet any shortfall in the achievement of the Carbon Reduction Target expenditure shall not exceed the Maximum Cost Figure.
  10. In the event that the RE:NEW and/or RE:FIT schemes undertaken in the Relevant Boroughs are not completed or expenditure has not occurred by the ODA under the provisions of paragraph 7 of this Part A to the Maximum Cost Figure by the Stop Date the ODA shall submit to the Local Planning Authority for approval within 6 months of the Stop Date a second Interim Report such second Interim Report to identify the Off-Site Measures proposed to meet any shortfall in the achievement of the Carbon Reduction Target and/or any Off-Site Measures proposed that will take expenditure under paragraph 7 of this Part A to the Maximum Cost Figure.
  11. In the event that a second Interim Report is required pursuant to paragraph 10 of this Part A, by no later than the Long Stop Date the ODA shall submit to the Local Planning Authority for approval a final monitoring report, such final monitoring report to identify:
    - 11.1 the RE:NEW and/or RE:FIT schemes funded by the ODA under the terms of paragraph 7 of this Part A that have been completed;
    - 11.2 the RE:NEW and/or RE:FIT schemes funded by the ODA under the terms of paragraph 7 of this Part A that have not been completed together with a timetable for their completion;
    - 11.3 any shortfall in the achievement of the Carbon Reduction Target through measures taken within the Development and the completed RE:NEW and/or RE:FIT schemes funded by the ODA;
    - 11.4 the amount that has been spent on the RE:NEW and/or RE:FIT schemes pursuant to paragraph 7 of this Part A;
    - 11.5 the amount, if any, remaining until the Maximum Cost Figure has been reached; and
    - 11.6 the information detailed in paragraph below.
  12. Where the final monitoring report submitted to and approved by the Local Planning Authority pursuant to paragraph 11 of this Part A identifies RE:NEW and/or RE:FIT schemes funded by the ODA under the terms of paragraph 7 of this Part A that have not been completed, the ODA shall ensure that such schemes are completed in accordance with the timetable approved by the Local Planning Authority as part of the final monitoring

report.

13. Where the final monitoring report submitted to and approved by the Local Planning Authority pursuant to paragraph 11 of this Part A identifies that the Maximum Cost Figure has not been reached, the ODA shall:
  - 13.1 submit to the Local Planning Authority for approval details of any carbon reduction measures within the Relevant Boroughs that the ODA shall carry out in order to spend any remaining sums until the Maximum Cost Figure is reached; and
  - 13.2 by no later than 31 January 2015 spend such remaining sums until the Maximum Cost Figure is reached on the carbon reduction measures approved by the Local Planning Authority pursuant to paragraph 13.1 of this Part A.
14. The monitoring reports to be submitted pursuant to paragraphs 8 and 10 and 11 above shall include as a minimum the following information:
  - 14.1 where the report is covering Off-Site Measures funded through the RE:NEW scheme:
    - 14.1.1 council wards in which energy efficiency measures implemented;
    - 14.1.2 number of homes approached;
    - 14.1.3 number of homes in which energy efficiency measures implemented;
    - 14.1.4 equivalent carbon tonnage savings achieved as at date of report;
    - 14.1.5 projected carbon reduction savings; and
    - 14.1.6 investment to date by ODA under RE:NEW scheme.
  - 14.2 where the report is covering Off-Site Measures funded through the RE:FIT scheme:
    - 14.2.1 progress of energy service companies in implementation of energy efficiency measures;
    - 14.2.2 public buildings selected for delivery of energy efficiency measures;
    - 14.2.3 energy efficiency measures installed;
    - 14.2.4 equivalent carbon tonnage savings achieved as at date of report;
    - 14.2.5 projected carbon reduction savings; and
    - 14.2.6 investment to date by ODA under RE:FIT scheme.
15. The Maximum Cost Figure shall only be expended in the achievement of the Carbon Reduction Target through Off-Site Measures and shall not be used to fund any administration set-up management legal or other professional fees incurred by the ODA the GLA or any other third party involved in applying any sums paid by the ODA pursuant to paragraph 7 of this Part A.
16. The ODA cannot be required to spend more than £200,000.00 (two hundred thousand pounds) to fund any administration set-up management legal or other professional fees incurred by the ODA the GLA or any other third party involved in applying any sums paid by the ODA pursuant to paragraph 7 of this Part A.

5.1.3 the following new paragraph 17 shall be inserted into Part A of Schedule 11 of the Existing Section 106 Agreement:

17. The ODA shall use Reasonable Endeavours to ensure that the PV Development meets at least 1.5% of the 9% on-site renewable energy generation target required by the Consolidated Permissions (except for the PV Permission).

5.1.4 the following new clause 16 shall be inserted after existing clause 15:

16. In respect of paragraphs 7 to 17 of Part A of Schedule 11 and Clause 2.8 and definitions applying thereto (including the part of the definition of "Consolidated Permissions" which is stated to apply to the OPLC Land but not to the LDA Retained Land), the LDA Retained Land shall not be bound whilst the LDA retains an interest in the LDA Retained Land and the LDA shall not be liable in respect of such paragraphs, clause and definitions during such time; but in the event that the OPLC acquires an interest in the LDA Retained Land, the OPLC hereby covenants with the Local Planning Authority that from the date of such acquisition the OPLC shall Comply with such paragraphs, clause and definitions in relation to such interest.

5.1.5 Schedule 1 of this Agreement shall be inserted as a new Schedule 33 to the Existing Section 106 Agreement; and

5.1.6 Appendix 1 of this Agreement shall be inserted as a new Appendix 17 to the Existing Section 106 Agreement.

## 6. STATUS OF FLPA PLANNING PERMISSION AND OTHER PERMISSIONS

6.1 The ODA and the OPLC each covenant with the Local Planning Authority that they will not carry out any works or further works or make any applications, including Reserved Matters, pursuant to the FLPA Planning Permission and the following Slot In Permissions and Reserved Matters approvals:

6.1.1 reference 08/90059/OUTODA;

6.1.2 reference 08/90276/FUMODA;

6.1.3 reference 08/90310/FULODA;

6.1.4 reference 08/90311/FULODA;

6.1.5 reference 08/90312/FULODA;

6.1.6 reference 08/90313/FULODA;

6.1.7 reference 08/90328/FUMODA;

6.1.8 reference 09/90198/FUMODA;

6.1.9 reference 09/90410/FUMODA;

6.1.10 reference 08/90026/REMODA;

6.1.11 reference 08/90314/FULODA; and

6.1.12 reference 08/90025/REMODA.

**7. OPLC'S COMPLIANCE WITH THE ODA'S OBLIGATIONS AND COMMITMENTS**

The OPLC covenants with the Local Planning Authority so as to bind the OPLC Land to Comply with all obligations and/or commitments on the part of the ODA contained in paragraphs 7 to 17 (inclusive) of Part A of Schedule 11 of the Existing Section 106 Agreement including to the extent that such obligations and/or commitments remain unfilled (whether in whole or in part) at the date that the ODA ceases to exist as an entity with the effect that the OPLC shall Comply with all such obligations and/or commitments in respect of the OPLC Land.

**8. THE LDA RETAINED LAND**

8.1 Without prejudice to the provisions of section 106(3) of the 1990 Act, in the event that the LDA disposes of any part of its interest in the LDA Retained Land to the OPLC (the "**Acquired Interest**"), the OPLC hereby covenants with the Local Planning Authority that from the date of such disposition the obligations covenants and undertakings on the part of the OPLC in this Agreement in relation to the OPLC Land shall be binding on the Acquired Interest as if the Acquired Interest was part of the OPLC Land at the date of this Agreement and the provisions of this Agreement shall apply mutatis mutandis to the Acquired Interest on that basis.

8.2 The OPLC shall:

8.2.1 promptly and in any event within 14 days of the disposition referred to in clause 8.1, supply to the Local Planning Authority a certified copy of the duly completed transfer of the disposed Acquired Interest; and

8.2.2 use all Reasonable Endeavours to procure registration at the Land Registry of itself as registered proprietor of the Acquired Interest as soon as reasonably practicable and supply to the Local Planning Authority a copy of such title(s) promptly following, and in any event within 14 days of, completion of such registration.

**9. THIRD PARTIES**

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

**10. EXECUTION**

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

**11. JURISDICTION**

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



**EXECUTED** as a Deed (but not delivered until dated)  
by affixing  
the Common Seal of  
**OLYMPIC DELIVERY AUTHORITY**  
in the presence of:-

)  
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)  
)  
)



Authorised Signatory

A handwritten signature in black ink, appearing to be "D. Lane".

**EXECUTED** as a Deed (but not delivered until dated)  
by **OLYMPIC PARK LEGACY**  
**COMPANY** acting by:

)  
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Director

A handwritten signature in black ink, appearing to be "D. Lane".

Director/Secretary

Rachel Kennedy

## SCHEDULE 1

### PART 1

#### OPLC Freehold Title Numbers

EGL266376	AGL221079
EGL533915	EGL562684
EGL556410	EGL571226
EGL557358	EGL554302
EGL561666	EGL573440
EGL561805	EGL573078
EGL517830	EGL560513
EGL533903	EGL561244
EGL533907	EGL533902
EGL533911	EGL533901
EGL562488	EGL533904
EGL562634	EGL533905
LN155361	EGL533909
EGL527339	EGL558925
EGL571796	EGL560344
EGL571797	EGL560405
EGL571880	EGL533910
EGL562116	EGL533912
EGL562370	EGL533913
EGL562391	EGL533916
EGL572037	EGL544215
EGL572274	EGL573100
EGL572930	EGL573430
EGL572932	EGL573475
EGL575824	EGL356763
AGL221592	EGL533914
EGL574494	TGL345344
TGL342249	

### PART 2

#### OPLC Leasehold Title Numbers

63721	NGL402655
EGL151055	EGL526862
EGL157814	EGL548490

EGL221056	EGL548491
EGL428163	NGL357211
EGL534233	EGL10453
NGL80118	

**APPENDIX 1**  
**PLAN SHOWING THE OPLC LAND**



Olympic Park Legacy Company  
Land Ownership Plan  
(excluding the 3 Mills Estate)

15 November 2011

Legend

- Sites under agreement
- OPLC Freehold Title Sites
- OPLC Leasehold Title Sites
- OPLC Leasehold Title Sites
- OPLC Leasehold Title Sites
- LCA Freehold Title Sites
- LCA Freehold Title Sites

OPLC Registered Leasehold Titles

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LCA Registered Freehold Titles

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*[Handwritten signatures and initials]*  
R.K.