



dated *25 October* 2017

Greater London Authority

and

**Waterside Places Limited Partnership acting by its general partner
Waterside Places (General Partner) Limited**

**Public Funding Agreement in respect of District Heating
Distribution Infrastructure at Hale Wharf**

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Execution version

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Annexures

- 1. Plans**

Public Funding Agreement

dated **25 October** 2017

Parties

- (1) **Greater London Authority** of City Hall, The Queen's Walk, More, London SE1 2AA (GLA); and
- (2) **Waterside Places Limited Partnership** acting by its general partner **Waterside Places (General Partner) Limited** with Limited Partnership number LP008222 of First Floor North, Station House, 500 Elder Gate, Milton Keynes, MK9 1BB (the **Developer**)

Introduction

- (A) The GLA is empowered under the Act to make available the Funding.
- (B) The Developer has submitted proposals to the GLA pursuant to the Housing Zones Programme in respect of the proposed construction of the Scheme forming part of a Housing Zone, which will achieve the Outputs.
- (C) The GLA has agreed to make the Funding available to the Developer on the terms of this Agreement.
- (D) The Funding has been structured so as not to give rise to Incompatible State Aid. This means that the Funding given for the District Heating Distribution Infrastructure is given under the General Block Exemption Regulation of 17 June 2014 (N°651/2014/EU).
- (E) It is a condition precedent to the GLA providing the Funding that the Developer enters into the Finance Documents which secure, amongst other things, the obligations under this Agreement.

Agreed terms

1 Definitions

- 1.1 In this Agreement (including in the Introduction and schedules) the following words and expressions have the following meanings:

Account Charge means the charge granted by the Developer in favour of the GLA over the Charged Account;

Act means the Greater London Authority Act 1999;

Additional Site Land means the land identified as the Jehudah Baumgarten land and shaded pink and hatched yellow on the attached Additional Site Land Plan at Annexure 1 Part B;

Additional Site Land Leasehold Interest means the leasehold interest created by a lease of the Additional Site Land (together with other land) dated 22 June 1972 and made between (1) British Waterways Board and (2) Franthorne Investments Limited and which is registered at the Land Registry with title number EGL253684;

Advanced Funding means Funding which has been paid by the GLA to the Developer pursuant to this Agreement;

Affordable Housing Dwellings means the Dwellings developed on the Site for Affordable Housing Use which will be disposed of to an RP;

Affordable Housing means any use of the Dwellings to provide housing to households whose needs are not adequately met on the open market, and **Affordable Housing Use** shall include use as social, affordable or intermediate housing;

Architect means such parties appointed by the Developer as architect in respect of the Scheme;

Assignment Agreement means the assignment agreement pursuant to which the Developer assigns by way of security to the GLA all rights, title and interest in any Contractor PCG;

Associated Person means in relation to a company, a person who performs or has performed services for or on that company's behalf;

Availability Period means the period from the date of this Agreement until 30 September 2025;

Best Practice means the best practice for funding and managing projects as determined by the GLA in its sole discretion and as described at clause 16;

Bid means the submission by the Developer of its proposal for the development of the Scheme and any supporting information relating to the Scheme and the Housing Zone within which the Scheme is situated;

Building Services Engineer means such parties appointed by the Developer as building services engineer in respect of that Scheme;

Business Day means any day other than a Saturday, Sunday or statutory bank holiday in England;

Cashflow means the Initial Cashflow as updated from time to time and following completion of the Works and no later than commencement of the works in respect of the Affordable Housing Dwellings shall mean a cashflow in respect of the development of the Affordable Housing Dwellings, in each case updated with the approval of the GLA and provided to the GLA in accordance with clause 9.3.1;

CDM Regulations means the Construction (Design and Management) Regulations 2015;

Certificate of Title means a certificate of title in relation to the Site in the form approved by the GLA;

Change in Control means a change in control, where "control" means the power of a person (or persons acting together) to secure that the affairs of another person are conducted directly or indirectly in accordance with the wishes of that person (or those persons acting together) whether by means of:

- (a) in the case of a company or registered society:

- i being the beneficial owner of more than 50% (fifty per cent) of the issued share capital of or of the voting rights in that company or society; or
- ii having the right to appoint or remove a majority of the directors; or
- iii otherwise controlling the votes at board meetings of that company by virtue of any powers conferred by:
 - A the articles of association or rules (as applicable);
 - B any shareholders' agreement; or
 - C any other document regulating the affairs of that company or society;
- (b) in the case of a partnership:
 - i being the beneficial owner of more than 50% (fifty per cent) of the capital of that partnership; or
 - ii having the right to control the composition of or the votes to the majority of the management of that partnership by virtue of any powers conferred by:
 - A the partnership agreement; or
 - B any other document regulating the affairs of that partnership;
- (c) in the case of a limited liability partnership (LLP):
 - i being the beneficial owner of more than 50% (fifty per cent) of the capital of that LLP; or
 - ii having the right to control the composition of or the votes to the majority of the management of that LLP by virtue of any powers conferred by:
 - A the members' agreement; or
 - B any other document regulating the affairs of that LLP; or

in the case of an individual being a connected person (as defined in section 1122 of the Corporation Tax Act 2010 (as amended)) to that individual;

Charged Account means the account in the name of the Developer charged to the GLA pursuant to the Account Charge;

Civil and Structural Engineer means such parties appointed by the Developer as civil and structural engineers in respect of the Scheme;

Claim means an application for drawdown of Funding;

Claim Form means a claim form substantially in the form of schedule 3 or such other form as the GLA notifies the Developer from time to time;

Collateral Warranty means each collateral warranty in the form appended to this Agreement entered into or to be entered into by each of the Professionals unless otherwise agreed in writing by the GLA, Contractors and Sub-Contractors employed in connection with the Scheme;

Competent Authority means (as the case may be):

- (a) the EU Competent Authorities during such time as the United Kingdom remains a Member State of the European Union or it is otherwise bound to comply with such European Union treaty obligations regulations or other instruments concerning State Aid; or
- (b) the English Competent Authorities if the United Kingdom ceases to be a Member State of the European Union and it is not otherwise bound to comply with such European Union treaty obligations regulations or other instruments concerning State Aid;

Confidential Information means in respect of the GLA or the Developer all information relating to the GLA or the Developer or the existence or terms of this Agreement or any Finance Document in respect of which the Developer or the GLA becomes aware in its capacity as a party to the Finance Documents or which is received by the Developer or the GLA in relation to this Agreement or any Finance Document from either the GLA or the Developer or any of its advisers or from any third party if the information was obtained by that third party directly or indirectly from the GLA or the Developer or any of its advisors in whatever form in either case (including information given orally and any document electronic file or other means of recording or representing information which includes derives or is copied from such information);

Consents means and includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by, of or from any governmental or other authority, the local planning authority, landlord, funder, adjoining land owner or any other person required to undertake the Works or deliver the Scheme;

Considerate Constructors Scheme means the Code of Considerate Practice promoted by the construction industry a copy of which is to be found on the Considerate Constructors Scheme website;

Constitutive Documents means, at the relevant time, the Developer's then current Memorandum and Articles of Association or Rules;

Contract Administrator means such parties appointed by the Developer as contract administrators in respect of the Scheme;

Contractor means each contractor engaged by the Developer (or on behalf of the Developer) for the delivery of Works and the Scheme;

Contractor PCG means any parent company guarantee required by a Contract;

Contracts means the contracts to be entered into by the Developer with Contractors for or in relation to the Works and the Scheme;

Controller means the individual or body which controls the Developer;

Cost Consultant means such parties appointed by the Developer as cost consultant in respect of the Scheme;

Cost Overrun means at any time the amount by which the aggregate costs and expenses within a Cashflow exceed those contained in the Initial Cashflow taking into account any contingency provided in the Initial Cashflow and such aggregate costs and expenses being net of any contingency used and/or any equity, cash or other amount used to fund the Cost Overrun;

Council means The Mayor and Burgesses of the London Borough of Haringey;

Dangerous Substance means any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to man or any other living organism or causing damage to the Environment or public health and includes, but is not limited to, any controlled, special, hazardous, toxic, radioactive or dangerous waste or substance;

Data Controller shall (until 24 May 2018) have the meaning prescribed under the DPA and (from 25 May 2018) the meaning given under the GDPR;

Data Processor shall (until 24 May 2018) have the meaning prescribed under the DPA and (from 25 May 2018) the meaning given under GDPR;

Data Protection Legislation means the DPA, and (from 25 May 2018) only the GDPR and any relevant national laws relating to the implementation or derogation from the GDPR, and any formal guidance or Codes of Conduct issued by the Information Commissioner (or other competent authority) in each case as amended, superseded or replaced from time to time;

Data Subjects shall (until 24 May 2018) have the meaning prescribed under the Data Protection Act 1998 and (from 25 May 2018) the meaning given under the General Data Protection Regulation ((EU) 2016/679);

Data Subject Rights shall mean the rights conferred on Data Subjects (until 24 May 2018) pursuant to sections 7, 8, 10, 11, 12, 13 and 14 of the Data Protection Act 1998 and (from 25 May 2018) pursuant to Chapter III of the GDPR;

Data Subject Requests means any valid request made by a Data Subject to enforce Data Subject Rights;

Deed of Covenant means a deed of covenant in the form attached at Schedule 4 in relation to the obligation set out in clause 3.6.2;

Design Standards means the London Plan, the London Plan Housing Supplementary Planning Guidance and the London Funding Standards Framework, in each case being the document of that name published by the GLA;

Developer Affiliate means, in relation to the Developer, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

Developer Contribution means any "Non GLA Funded Costs" as identified in the Cashflow;

Developer Senior Officer means any two directors of the General Partner or any other persons authorised by the General Partner, in each case from time to time;

Development Costs means the following costs relating to the development: District Heating Distribution Infrastructure, on the Scheme incurred or to be incurred by the Developer in respect of the heads of expenditure set out in Schedule 2 or such other heads of expenditure as the GLA may in its absolute discretion agree in respect of the Scheme;

Disposal means a disposal of the whole or any part of the Site including any Dwelling by the Developer in accordance with clause 3.6.2;

District Heating Distribution Documents means the documentation under which the Developer will incur the Development Costs related to the District Heating Distribution Infrastructure;

District Heating Distribution Infrastructure means installing an energy efficient district heating and cooling system in line with Article 46 of the General Block Exemption Regulation of 17 June 2014 (N°651/2014/EU). For the avoidance of doubt, these costs shall only include the costs of installing the associated distribution network for the Site;

DPA means the Data Protection Act 1998 as amended or updated from time to time;

Dwellings means the Affordable Housing Dwellings and the Market Dwellings;

EIR means the Environmental Information Regulations 2004, and any subordinate legislation made under the Environmental Information Regulations 2004 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

EIR Exception means any applicable exception to the duty to make information available under the EIR;

Encumbrance means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security;

English Competent Authorities means:

- (a) such persons officeholders and bodies (however constituted) that are specified under any English Competition Requirement as having responsibility for monitoring compliance with and/or legally enforcing State Aid or English Competition Requirements or otherwise authorised to recover any Incompatible State Aid;
- (b) the courts of England and Wales;

English Competition Requirement means any Statutory Requirement which:

- (a) is in force and/or in effect and/or applies in Greater London on or after the date the United Kingdom ceases to be a Member State of the European Union; and
- (b) which regulates any aid funding assets or advantage granted or directed by a public sector body to the extent that the same has the ability to threaten to or actually distort either competition or an economic market in England and/or the United Kingdom and/or in any part of the European Economic Area and/or in any other country or countries (as the case may be);

Environment means the environment as defined in section 1(2) of the Environmental Protection Act 1990;

Environmental Consents means all licences, authorisations, consents or permits of any kind under or relating to Environmental Laws;

Environmental Claim means any claim by any person:

- (a) in respect of losses or liabilities suffered or incurred by that person at the Site as a result of or in connection with any violation of Environmental Laws; or
- (b) that arises as a result of or in connection with Environmental Contamination and that could give rise to any remedy or penalty (whether interim or final) that may be enforced or assessed by private or public legal action or administrative order or proceedings;

Environmental Contamination means the following and the consequences thereof:

- (a) any release, emission, leakage or spillage at or from the Site by any person into any part of the Environment of any Dangerous Substance; or
- (b) any accident, fire, explosion or sudden event which adversely affects the Environment and which is attributable to the operations, management or control of the Site by any person including (without limitation) the storage, handling, labelling or disposal of Dangerous Substances;

Environmental Law means any common or statutory law, regulation, publicly available code of practice, circular or guidance note (if not having the force of law being of a kind that is customary for the relevant person (or persons of its status or type carrying on a similar business) to comply with) issued by any official body, concerning the protection of human health, the workplace or the Environment;

EU Competent Authorities means:

- (a) the Commission of the European Union;
- (b) the Secretary of State if he is responding to a request from the Commission of the European Union;

- (c) a United Kingdom government department if it has competence and is responding to a request from the Commission of the European Union;
- (d) a court of England and Wales or the Court of Justice of the European Union;

EU Procurement Requirements means all applicable United Kingdom and European procurement legislation and any implementing measures and any other legislation in connection with the procurement of works, supplies or services including European Union directives 2014/24/EC and 2007/66/EC and United Kingdom Statutory Instrument 2015/102 (The Public Contracts Regulations);

Event of Default means any of the events set out at clause 11;

Evidence of Incorporation means the Developer's certificate of registration issued by the relevant authority (and where relevant any certificates issued on change of name);

Exempted Information means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions;

FA means the Finance Act 2004;

FA Legislation means Chapter 3 of Part 3 of the FA and the Income Tax (Construction Industry Scheme) Regulations 2005 (S.I. No. 2005/2045) each as amended from time to time;

Final Certificate means in relation to the Works and the Scheme a certificate provided by the Developer certifying that:

- (a) the Scheme has been constructed in accordance with the Bid taking account of any amendments or variations approved in accordance with the terms of this Agreement;
- (b) a cover note from the New Homes Warranty provider has been issued confirming that the Dwellings have (in accordance with the New Homes Warranty) received a satisfactory inspection in respect of works undertaken prior to Disposal;
- (c) the Highways, sewers drains and other services ancillary to and reasonably necessary for the proper enjoyment of the Scheme and/or the Dwellings (as relevant) have been completed commissioned and are ready for use; and
- (d) the Contract Administrator has confirmed that all planning conditions relating to the Site have been satisfied in accordance with the most up-to-date planning permission (to the satisfaction of the GLA);

Finance Document means:

- (a) this Agreement;
- (b) the Account Charge;

- (c) the Legal Charge;
- (d) the Assignment Agreement;
- (e) the Infrastructure Funding Agreement;
- (f) an Intercreditor Deed (if any);
- (g) any other document designated as such by the Developer and the GLA;
and
- (h) any document entered into, pursuant to, or which amends or varies any document referred to in paragraphs (a) to (g) (inclusive) above;

Financial Indebtedness means any indebtedness (whether incurred as principal or surety) in respect of:

- (a) monies borrowed from and debit balances at any financial institution;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) receivables sold or discounted otherwise than to the extent sold on a non-recourse basis;
- (e) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with GAAP or other relevant account principles, be treated as a finance lease or capital lease;
- (f) amounts raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing or raising of money;
- (g) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- (h) any derivative transaction entered into in connection with protection or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction only the marked to market value shall be taken into account); and
- (i) any guarantee, indemnity or similar assurance against financial loss in respect of Financial Indebtedness of any person falling within paragraphs (a) to (h) above (inclusive);

FOIA means the Freedom of Information Act 2000, and any subordinate legislation made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;

FOIA Authority/Authorities means a public authority as defined by FOIA and/or EIR;

FOIA Exemption means any applicable exemption to the right of access to information under FOIA;

Funding means funding made or to be made available under this Agreement or the principal amount of each advance of funding made by the GLA under this Agreement or the aggregate amount of all advances of funding which have been made by the GLA under this Agreement and which remain outstanding from time to time;

GAAP means the generally accepted accounting principles then applicable in the United Kingdom;

GBER means the General Block Exemption Regulation of 17 June 2014 (N°651/2014/EU);

GDPR means the General Data Protection Regulation ((EU) 2016/679) as amended or updated from time to time;

General Partner means Waterside Places (General Partner) Limited in its capacity as general partner of Waterside Places Limited Partnership;

GLA Senior Officer means the person notified as such by the GLA to the Developer;

Good Industry Practice means that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced contractor (engaged in the same type of undertaking as that of the Developer or any Contractors) under the same or similar circumstances;

Hale Wharf and Pymmes Brook Bridges means the bridges identified as bridge 1 and shaded red and as Bridge 2 and shaded yellow on the plan attached at schedule 5 (Hale Wharf and Pymmes Brook Bridges – Plan) and marked 'Definitions Plan' the details of which to be approved in accordance with the Planning Permission;

Highways means roads, cycleways, footpaths, pavements, accessways, squares, courtyards, driveways, forecourts, entranceways and ancillary verges, landscaped areas, lighting, street furniture, drains, other utilities and associated works;

Highways Engineer means such parties appointed by the Developer as highways engineer in respect of the Scheme;

Holding Company means, in relation to a person, any other person in respect of which it is a Subsidiary;

Housing Zone means an area of land within Greater London designated as such by the Mayor of London;

Housing Zones Programme means the programme to be administered by the Greater London Authority which provides loans or equity investments to certain parties to contribute to the regeneration or development of Housing Zones within Greater London;

HMRC means Her Majesty's Revenue & Customs;

HS Act means the Health and Safety at Work etc. Act 1974;

Incompatible State Aid means (as the case maybe):

- (a) State Aid which has been granted in contravention of Article 108(3) Treaty of the Function of the European Union (TFEU), does not benefit from an exemption from notification and has not been approved by a decision of the European Commission under Article 107(2) or (3) TFEU;
- (b) State Aid which has been granted after the United Kingdom ceases to be a Member State of the European Union to the extent that the same is granted contrary to or is an infringement of any English Competition Requirement;

Individual means one or more individuals (not being a partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association) who intends or intend to occupy the relevant Dwelling for his, her or their sole or main residence;

Information means:

- (c) in relation to the FOIA, "information" as that term is defined under section 84 of the FOIA and which is held by the GLA at the time of receipt of a Request for Information; and
- (d) in relation to the EIR, "environmental information" as that term is defined in section 2 of the EIR and which is held by the GLA at the time of receipt of an RFI;

Information Commissioner has the meaning prescribed in the Data Protection Legislation;

Infrastructure Funding Agreement means the public funding agreement dated on or about the date hereof pursuant to which the GLA has agreed to make funding available for infrastructure (other than District Heating Distribution Infrastructure) at Hale Wharf;

Initial Cashflow means the cashflow in respect of the Works produced and dated on the date of this Agreement;

Insolvency Event means the occurrence of any of the following in relation to the Developer:

- (a) it is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (other than the GLA) with a view to rescheduling any of its indebtedness;
- (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) a moratorium is declared in respect of any indebtedness;
- (d) any corporate action, legal proceedings or other procedure or step is taken in relation to:

- i the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganisation on terms previously approved by the GLA;
 - ii a composition, compromise, assignment or arrangement with any creditor;
 - iii the appointment of a liquidator (other than in respect of a solvent liquidation on terms previously approved by the GLA, receiver, administrative receiver, administrator, compulsory manager or other similar officer);
 - iv enforcement of any Security over any assets of the Developer in respect of the Site;
 - v any analogous procedure or step is taken in any jurisdiction; or
- (e) any expropriation, attachment, sequestration, distress or execution affects any asset or assets in respect of the Site;

Intellectual Property Rights shall include without limitation all rights to, and any interests in, any patents, designs, trademarks, copyright, know-how, trade secrets and any other proprietary rights or forms of intellectual property (protectable by registration or not) in respect of any technology, concept, idea, data, program or other software (including source and object codes), specification, plan, drawing, schedule, minutes, correspondence, scheme, formula, programme, design, system, process logo, mark, style, or other matter or thing, existing or conceived, used, developed or produced by any person and, in each case, only in relation to the Scheme;

Intercreditor Deed means any intercreditor deed to be entered into with a Senior Lender pursuant to which the GLA will subordinate its rights to be repaid and to enforce security to such Senior Lender;

Investor means a person who does not intend to occupy a Market Dwelling as his, her or its only or principal residence;

Judicial Review Period means the time limit for filing a claim form in accordance with rule 54.5 of the Civil Procedure Rules 1998;

Landscape Architect means such parties appointed by the Developer as landscape architect in respect of the Scheme;

Legal Charge means the legal charge granted by the Developer and Waterside Places (GP Nominee) Limited in favour of the GLA over the Site Land excluding the Additional Site Land until such time as the Additional Site Land Leasehold Interest is acquired by the Developer and Waterside Places (GP Nominee) Limited;

Legislation means:

- (a) any Act of Parliament;

- (b) any subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978;
- (c) any exercise of the Royal Prerogative; and
- (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972;

in each case in the United Kingdom;

London Living Wage means the basic hourly wage of £9.75 (nine pounds and seventy five pence) (before tax, other deductions and any increase for overtime) as may be updated from time to time by the GLA and notified to the Developer;

Long Lease means a lease with a term of at least 99 years or more which:

- (a) is sold for a premium;
- (b) reserves no rent, a nominal rent or one which is no greater than £650 (six hundred and fifty pounds) per annum; and
- (c) complies with the requirements of the Council of Mortgage Lenders;

Market Dwellings means those Dwellings on the Site which will be disposed of to be used as private rental accommodation or which will be sold on the open market;

Market Value means in relation to a Dwelling, the Site or any part thereof (including in each case the Works (or the relevant part thereof) thereon) the Market Value as defined in The Red Book 9th Edition (of 6 January 2014 as amended or updated from time to time) published by RICS, being "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" assuming Practical Completion has occurred and as varied from time to time BUT (in addition to the assumptions mentioned in that definition) on the following further assumptions:

- (a) the Site or the relevant part of it is sold (where applicable) subject to and with the benefit of any subsisting leases or tenancies granted as Permitted Disposals or agreements therefor but otherwise sold with vacant possession free from all charges and other encumbrances;
- (b) the Developer has a good and marketable title to the Site or relevant part thereof;
- (c) all necessary Consents for any Dwelling or the Works on the Site have been obtained and the same can be lawfully used;
- (d) any damage to the Site or buildings on it caused by fire or any other insurable risk has been made good;
- (e) the GLA's expected outputs from the Project are taken into account by the Valuer for the purposes of each Valuation, and

- (f) the Site or the relevant part of it has the benefit of all easements and rights necessary for the beneficial use and occupation of it;

Material Adverse Effect means any present or future event or circumstances which could, in the opinion of the GLA:

- (a) materially impair the ability of the Developer to perform and comply with its obligations under any Finance Document or Scheme Project Document;
- (b) have a material adverse effect on the business, assets or financial condition of the Developer which would, in turn, have a material adverse effect on the Scheme; or
- (c) have a material adverse effect on the validity or enforceability of, or the effectiveness or ranking of any Finance Document or any other security granted or purporting to be granted pursuant to any Finance Document or the rights or remedies of the GLA under any Finance Document;

Mayoral Concordat means the "*Mayoral Concordat for New Homes for Londoners*" published in March 2014 on the website of the GLA as such document may be updated, amended or replaced from time to time;

Milestones means Start on Site, Start on Site – Phase 1, Phase 2/3 Start on Site, Phase 1 Completion Date, Works Completion Date, Phase 2/3 Completion Date and the Scheme Completion Date as set out in more detail in Schedule 1;

Milestone Date means the date set out in the Scheme Details by which the relevant Milestone must have been achieved (subject to any Milestone Extension Event) (as the same may be revised by the GLA in accordance with clause 3.7) otherwise an Event of Default will occur;

Milestone Extension Events means any of the following:

- (a) exceptionally adverse weather conditions **provided that** any extension permitted on this ground will be restricted to the number of days for which the adverse weather continued;
- (b) the exercise after the date of this Agreement by the United Kingdom Government of any statutory power which directly affects the execution of the Works and/ or any works to deliver the Scheme by restricting the availability or use of labour which is essential to the proper carrying out of the Works and/ or any works to deliver the Scheme or preventing the Developer from, or delaying in, securing such goods or materials or such fuel or energy as are essential to the proper carrying out of the Works and/ or any works to deliver the Scheme;
- (c) the use or threat of terrorism and/or the activity of the relevant authorities in dealing with such use or threat;

- (d) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion;
- (e) failure by any statutory undertaker, utility company or other like body to carry out works or provide services which the Developer has taken all steps open to it to procure and expedite;
- (f) any failure or major shortage of power, fuel or transport;
- (g) any blockade or embargo;
- (h) any extension of time properly allowed by the Contract Administrator under the terms of a Contract;
- (i) protracted negotiations and/or processes or an inability to secure any Consents to carry out the Scheme in each case relating to the Additional Site Land or the Hale Wharf and Pymmes Brook Bridges;
- (j) the carrying out of any part of the Works no longer being commercially viable in the reasonable opinion of the Developer and as agreed by the GLA (such agreement not to be unreasonably withheld), having due regard to the Cashflow, the Scheme Budget and the availability of Funding and any Senior Lender Debt Funding;
- (k) any:
 - i official or unofficial strike;
 - ii lockout;
 - iii go-slow; or
 - iv other dispute;

generally affecting the house building industry or a significant sector of it to a material extent;
- (l) any judicial review process in relation to the Planning Permission;

unless any of the events arises (directly or indirectly) as a result of any wilful default or wilful act or negligent act of the Developer;

Milestone Failure means a failure by the Developer to achieve any Milestone by the relevant Milestone Date;

Monitoring Surveyor means the Contract Administrator, who shall owe a duty of care to the GLA;

New Homes Warranty means the new homes warranty provided by NHBC, Premier Guarantee or Zurich or such other provider as is approved by the GLA, which complies with the requirements of the Council for Mortgage Lenders from time to time;

Notification Requirements means a notification to the Information Commissioner and / or to the relevant Data Subjects in respect of any unauthorised or unlawful processing of Personal Data or accidental loss or destruction of or damage to Personal Data, pursuant to the Data Protection Legislation and relevant guidance of the Information Commissioner or other competent authority

Open Book means the transparent and full disclosure of information to be undertaken in utmost good faith and to include the declaration of all information which the Developer is required to maintain keep or disclose under this Agreement and any other financial components such as price, profit margins, central office overheads, site overheads, preliminaries, contingencies and the cost of all materials, goods, equipment, work and service, apportionments of these items with all and any books of accounts, correspondence, agreements, orders, invoices, receipts and other documents available for inspection;

Open Market Value means the value of disposing of the Dwellings between a willing buyer and seller in an open market using a RICS approved methodology;

Outputs means the development of 450 Dwellings with a minimum of 35% being Affordable Housing Dwellings;

Overarching Borough Agreement means the agreement to be entered into between the Greater London Authority and the London Borough of Haringey;

Permitted Disposal means:

- (a) the grant of a Tenancy Agreement in respect of a Market Dwelling to an Individual in an arm's length transaction; and/or
- (b) the transfer of the freehold or the grant of a Long Lease of a single Market Dwelling to an individual at Open Market Value and in an arms' length transaction;
- (c) the sale of up to 100% of the Market Dwellings to an Investor;
- (d) the sale of the Affordable Housing Dwellings to an RP on terms approved by the GLA, such terms to include a put option in respect of any additional Affordable Housing Dwellings built pursuant to the Viability Review Mechanism;
- (e) the transfer of any freehold or leasehold reversionary interests at the Site (but only where in respect of the particular disposal all other Permitted Disposals at that part of the Site have been effected and where the disposal is not of any interest which includes the Hale Wharf and Pymmes Brook Bridges and/ or Public Access Infrastructure)and/or
- (f) the disposal of part or parts of the Site upon which an electricity sub-station, gas generation or pumping station or other statutory services or infrastructure have been or are to be constructed or installed and the immediate curtilage of the same together with ancillary easements; and/or

(g) disposals made pursuant to a planning obligation pursuant to section 106 of the Town & Country Planning Act 1990 or the Local Government (Miscellaneous Provisions) Act 1982 or section 33 and/or the Local Government Act 1972 section 111 and the Highways Act 1980 section (s) 38 and/or 278; and/or

(h) disposals of commercial buildings if anticipated in the Scheme Details;

and any other Disposal which the GLA agrees from time to time will become a Permitted Disposal;

Permitted Encumbrance means:

- (a) security granted in relation to the Senior Lender Debt Funding in respect of which an Intercreditor Deed has been executed between, amongst others, the Senior Lender and the GLA;
- (b) any lien arising solely by operation of law in the ordinary course of the Developer's business in respect of any obligation which is not more than 30 days overdue for settlement;
- (c) any Encumbrance arising out of title retention provisions in a supplier's standard conditions of supply in respect of goods supplied to the Developer in the ordinary course of its business;
- (d) any Encumbrance created pursuant to this Agreement or any Finance Document; and
- (e) any Encumbrance granted with the prior written consent of the GLA;
- (f) any Encumbrance over an asset or assets of the Developer other than the Site;

Permitted Indebtedness means (without any double counting):

- (a) any Financial Indebtedness made available pursuant to the Infrastructure Funding Agreement;
- (b) any Financial Indebtedness in respect of the Site identified in the Scheme Budget as at the date of this Agreement;
- (c) any Financial Indebtedness incurred with the prior written consent of the GLA; and
- (d) any Financial Indebtedness in respect of the Site incurred pursuant to the Senior Finance Documents and regulated by the Intercreditor Deed;
- (e) any Financial Indebtedness incurred in respect of any land, development or scheme other than the Site;

Personal Data shall (until 24 May 2018) have the meaning prescribed under the DPA and (from 25 May 2018) the meaning given under the GDPR

Plan means each plan for the Scheme annexed to this Agreement as Annexure 1;

Planning Permission means planning permission for the Scheme granted by the Mayor of London including any variations of the same as may be granted by the Mayor of London and/or the London Borough of Haringey;

Practical Completion means completion of the Works and the Scheme in accordance with the definition of practical completion (or equivalent) in the relevant Contract(s);

Principal Contractor means the individual defined as such under the CDM Regulations;

Principal Designer means the "principal designer" role as defined in the CDM Regulations;

Process shall (until 24 May 2018) have the meaning prescribed under the DPA and (from 25 May 2018) the meaning given under the GDPR and **Processed** and **Processing** shall be construed accordingly;

Professional means the Architect, the Civil and Structural Engineer, the Building Services Engineer, the Contract Administrator, the Cost Consultant, the Landscape Architect, the Highways Engineer, the Principal Designer and any other consultant with a design or contract administrator responsibility for the Works and any works to deliver the Scheme appointed or engaged by the Developer or a Contractor in connection with the Works and the works to deliver the Scheme;

Prohibited Act means:

- (a) offering, giving or agreeing to give to any servant of the GLA any gift or consideration of any kind as an inducement or reward:
 - i for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of a Finance Document; or
 - ii for showing or not showing favour or disfavour to any person in relation to a Finance Document;
- (b) entering into a Finance Document in connection with which commission has been paid or has been agreed to be paid by the Developer or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed to the GLA;
- (c) committing any offence:
 - i under legislation creating offences in respect of fraudulent acts;
 - ii at common law in respect of fraudulent acts in relation to this Agreement; or
 - iii under the Bribery Act 2010 or the Prevention of Corruption Acts 1889-1916; or

- (d) defrauding or attempting to defraud or conspiring to defraud the GLA;

Public Access Infrastructure means all areas of public realm within the Site that will be available on an open-access basis, including but not limited to:

- (a) access roads, hard landscaping, kerbs, edgings, channels, soft landscaping, street furniture, tree planting, boundary treatment and irrigation; and
- (b) those areas identified as Publically Accessible area and shown shaded orange on the plan attached at Annexure 1 Part C;

Quarter Day means 31 March, 30 June, 30 September and 31 December;

Quarterly Progress Report means a report required on each Quarter Day pursuant to clause 9.3 in the form specified by the GLA from time to time;

Receipt means the amount of:

- (a) the proceeds (net of reasonable sale and conveyancing costs, sales incentives and Taxes which have been agreed by the GLA (acting reasonably) in advance) received by the Developer or the amount or value of all consideration received by the Developer from time to time from a Disposal;
- (b) all rents, licence fees and other income or sums received or receivable in respect of the use or occupation of the Site or the enjoyment of rights in relation to it or any part of it or otherwise derived from the exploitation of the Site or any part of it in any manner in relation to any period before the relevant calculation date; and
- (c) interest accruing on any Receipts;

Repeating Representations means each of the representations in clauses 3.1 to 3.5 other than the representations in clauses 3.3.3, 3.3.5 and 3.4.1;

Request for Information/RFI shall have the meaning set out in the FOIA (as the context so requires) or any request for information under EIR which may relate to the Scheme, any Finance Document or any activities or business of the GLA;

Required Standards means the requirements of this Agreement and the requirements of Good Industry Practice and all Consents and Legislation, in each case relevant to the carrying out of the Works and the Scheme;

RIDDOR means Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time);

RP means a body listed in the register of registered providers maintained pursuant to section 278 of the Housing and Regeneration Act 2008;

Scheme means a residential led mixed use scheme to deliver the Outputs within the Tottenham Hale Housing Zone, pursuant to the Planning Permission comprising the demolition of existing buildings and structures; the construction of buildings across the Site

to include residential (up to 505 residential units) and flexible retail or business uses (Use Classes A1-A5 or B1); pedestrian/cycle footbridges, modification works to the existing vehicular access and associated highway works; refurbishment of existing infrastructure (including provision of an on-site energy centre, if required), landscaping and public realm works; new servicing arrangements; car/cycle parking; and associated and facilitating works in respect of which the GLA has agreed to provide the funding for certain infrastructure in accordance with this Agreement and the Infrastructure Funding Agreement (as such Scheme may be varied from time to time with the prior written consent of the GLA);

Scheme Budget means the budget for the Scheme including a Cashflow for the Works showing proposed drawdowns of Funding during each financial year of the Availability Period (as the same may be varied from time to time with the prior written consent of the GLA) and a viability assessment in respect of the Scheme;

Scheme Completion Date means 31 March 2026;

Scheme Details means information provided by the Developer in relation to the Scheme, which shall include:

- (a) the descriptive and other details in respect of the Scheme as set out in schedule 1;
- (b) proposed Outputs and projected dates for achievement of the Outputs;
- (c) the Works and the works required to complete the Scheme; and
- (d) the Scheme Budget;

all in accordance with the Bid and each as varied from time to time in accordance with the terms of this Agreement (which may include variations to reflect changes to the Bid);

Scheme Project Documents means each Contract, each Sub-Contract and each appointment of a Professionals and Collateral Warranties;

Section 106 Agreement means the agreement dated 12 June 2017 between The Greater London Authority, The Mayor and Burgesses of the London Borough of Haringey, the Canal & River Trust (as landowner), the Developer, and Waterside Places (GP Nominee) Limited pursuant to Section 106 of the Town and Country Planning Act 1990 and other enabling powers in relation to land known as Hale Wharf Ferry Lane London N17;

Security means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect (such as sale or lease and leaseback, a blocked account, set-off or similar "flawed asset" arrangement);

Senior Finance Documents means the funding agreement(s) and related security documentation (in a form acceptable to the GLA) to be entered into with the Senior Lender pursuant to which such Senior Lender agrees to make funding available to the Developer;

Senior Lender means any third party commercial lender who provides funding in respect of the Scheme;

Senior Lender Debt Funding means the provision of any financial accommodation by the Senior Lender pursuant to the Senior Finance Documents;

Senior Debt Funding Amount means the amount of senior debt funding made or to be made available from time to time to the Developer by the Senior Lender;

SGEI Decision means the European Commission's Decision on Services of General Economic Interest dated 20 December 2011 (2012/21/EU);

Significant Event means an event which might prejudice the reputation of the GLA or the programme pursuant to which the Funding is made available to the Developer;

Site means the land upon which the Scheme is to be constructed comprising the Site Land;

Site Land means the land edged red on the Plan attached as Annexure 1 Part A;

Solicitors means a firm of solicitors approved by the GLA (acting reasonably and having regard, inter alia, to the number of partners, relevant experience and professional indemnity cover of any proposed firm) from time to time;

Start on Site means the date on which all pre-planning conditions have been satisfied and the Developer has sufficient control of the Site to enable Works to commence;

State Aid means (as the case may be):

- (a) any aid granted by a Member State of the European Union or through the resources of such Member State in any form whatsoever which distorts or threatens to distort competition by favouring a particular undertaking or the production of certain goods, in so far as such aid affects trade between European Union Member States;
- (b) any aid benefit or advantage (which includes but is not limited to assets, taxes, interest rates, funds and land) granted by or through a public sector body which is subject to any English Competition Requirement;

Statutory Deduction means the deduction referred to in section 61(1) FA or such other deduction as may be in force at the relevant time;

Statutory Requirements means all or any of the following:

- (a) any Acts of the United Kingdom Parliament and any statutory instruments, rules, orders, regulations, notices, directions, bye-laws and permissions for the time being made under or deriving validity from any Act of the United Kingdom Parliament;
- (b) any European Union and/or European Free Trade Area and/or European Economic Area directive regulations decision rules or equivalent having the force of law in Greater London; and
- (c) any regulations, orders, bye-laws or codes of practice of any local or statutory authority having jurisdiction over the territory of Greater London;

Sub-Contract means any sub-contract entered into or to be entered into by a Contractor and a Sub-Contractor in respect of any part of the Works or the Scheme;

Sub-Contractor means any party with a material design responsibility entering into a Sub-Contract;

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;

Tax means any tax, levy, impost, duty or other charge or withholdings and any charges of a similar nature, together with interest thereon and penalties with respect thereto, if any, and any payments made on or in respect thereof and Taxation or taxation and Taxes or taxes shall be construed accordingly;

Tenancy Agreement means an assured shorthold tenancy agreement or such other letting document or licence as is approved by the GLA from time to time;

Total Commitment means £2,641,000;

Total Scheme Costs means, if all costs in relation to the Scheme:

- (a) have been incurred, the aggregate of such costs; or
- (b) have not yet been incurred, the actual and forecasted value (as relevant) of the aggregate of such costs

each as such costs are identified in the Scheme Budget;

Valuation means a valuation of the Developer's interest in the Site by the Valuer, supplied at the request of the GLA, addressed to the GLA and prepared on the basis of the Market Value;

Valuer means any surveyor or valuer appointed by the GLA;

VAT means Value Added Tax as presently charged under the Value Added Tax Act 1994 or any tax of similar nature;

Viability Review Mechanism means the mechanism contained in Schedule 3 of the Section 106 Agreement pursuant to which the level of Affordable Housing Dwellings on the Scheme may be increased or an appropriate contribution to fund affordable housing may be made to the London Borough of Haringey;

Waiver Condition means provision of satisfactory evidence by the Developer to the GLA that the relevant Prohibited Act was committed by:

- (a) an employee acting independently of the Developer and such employee's employment is terminated within 20 Business Days of the GLA serving notice on the Developer of such Prohibited Act; or
- (b) the Developer, the Contractor or a subcontractor (or any employee of a subcontractor not acting independently of the subcontractor) and the relevant subcontract is terminated within 20 Business Days of the GLA serving notice on the Developer of such Prohibited Act; or

- (c) an employee of a subcontractor acting independently of such subcontractor and such employee's employment is terminated within 20 Business Days of the GLA serving notice on the Developer of such Prohibited Act; or
- (d) any person not specified in paragraphs (a), (b) or (c) and the Developer (or the Developer, the Contractor or any subcontractor) has severed links with such person (whether his employment, appointment or any other link) within 20 Business Days of the GLA serving notice on the Developer of such Prohibited Act

where acting independently means not acting with the authority or knowledge of any one or more of the directors of the Developer or relevant subcontractor; and

Works means the works to deliver the District Heating Distribution Infrastructure.

1.2 Interpretation

- 1.2.1 The masculine includes the feminine and vice versa.
- 1.2.2 The singular includes the plural and vice versa.
- 1.2.3 Any reference in this Agreement to any condition, sub-condition, paragraph, schedule, appendix or section heading is, except where it is expressly stated to the contrary, a reference to such condition, sub-condition, paragraph, schedule, appendix or section heading of this Agreement.
- 1.2.4 Any reference to this Agreement or to any other document shall include (except where expressly stated otherwise) any variation, amendment or supplement to such document to the extent that such variation, amendment or supplement is not prohibited under the terms of this Agreement.
- 1.2.5 Any reference to any enactment, order, regulation or similar instrument shall (except where expressly stated otherwise) be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.
- 1.2.6 A reference to a person includes firms, partnerships and corporations and their successors and permitted assignees or transferees.
- 1.2.7 Headings are for convenience of reference only.
- 1.2.8 A time of day shall be a reference to London time.
- 1.2.9 A party means a party to this Agreement.
- 1.2.10 The words includes or including are to be construed without limitation.
- 1.2.11 A document in the agreed form is to be the form of the relevant document agreed between the parties and for the purpose of identification initialled by each of them or on their behalf (in each case with such amendments as may be agreed by or on behalf of the parties) or in the form set out in a schedule to this Agreement.

- 1.2.12 A paragraph in a schedule shall be construed as references to a paragraph in that particular schedule.
- 1.2.13 A deliberate act or omission of any person shall exclude acts or omissions which were within the contemplation of the parties or which were otherwise provided for in this Agreement.
- 1.2.14 In any case where the consent or approval of the GLA (or any officer of the GLA) is required or a notice is to be given by or to the GLA, such consent or approval or notice shall only be validly given if it is in writing and signed by (if relevant) the officer stipulated in this Agreement or such other person as may be specified to the other parties from time to time. Any consent, approval or refusal to consent or approve should be issued within a reasonable time frame.
- 1.2.15 An obligation to do anything includes an obligation to procure its being done.
- 1.2.16 Any restriction includes an obligation not to permit infringement of the restriction.
- 1.2.17 The term Site includes each and every part of it and any estate or interest in it.
- 1.2.18 When there are two or more persons affected by the obligations under this Agreement such obligations are to bind each such person jointly and severally.
- 1.2.19 If there is any ambiguity or conflict between the implied terms and the express terms of this Agreement then the express terms shall prevail.
- 1.2.20 No review comment or approval by the GLA under the provisions of this Agreement shall operate to exclude or limit the Developer's obligations or liabilities under this Agreement save where the GLA have confirmed the said review comment or approval in writing.
- 1.2.21 An Event of Default is "continuing" if it has not been remedied to the satisfaction of the GLA (in accordance with clause 11.3.2 or otherwise) or waived.
- 1.2.22 The Developer shall be responsible as against the GLA for the acts or omissions of any Contractor as if they were the acts or omissions of the Developer.
- 1.2.23 Neither the giving of any approval, consent, examination, acknowledgement, knowledge of the terms of any agreement or document nor the review of any document or course of action by or on behalf of the GLA shall, unless otherwise expressly stated in this Agreement or agreed in writing by the GLA, relieve the Developer of any of its obligations under any Finance Document or any of the Scheme Project Documents or of any duty which it may have hereunder to ensure the correctness, accuracy or suitability of the matter or thing which is the subject of the approval, consent, examination, acknowledgement or knowledge nor confer impose or imply any liability or responsibility on or on behalf of the GLA in respect of or in connection with the matter to or in relation to which such approval consent examination acknowledgement was given or review made.

- 1.2.24 Save where a contrary intention is shown or where an express discretion is given by this Agreement, GLA will act reasonably and without unreasonable delay in deciding whether to give any consent, agreement, determination or approval or express its satisfaction and whether to give any such consent, agreement, determination or approval or express its satisfaction subject to restrictions, terms or conditions unless in each case to do so would fetter its statutory powers, rights or obligations.

2 Provision of Funding

The GLA (in exercise of its powers under the Act) agrees during the Availability Period to advance Funding to the Developer in an aggregate principal amount equal to the Total Commitment on the terms set out in this Agreement.

3 Representations, warranties and covenants

As at the date of this Agreement (by reference to the facts and circumstances then existing) the Developer makes the representations and warranties set out in clauses 3.1 to 3.4 (inclusive) to the GLA. On the date of each Claim and the date of delivery of each Quarterly Progress Report (by reference to the facts and circumstances then existing), the Developer makes the Repeating Representations to the GLA.

3.1 Powers, vires and consents

- 3.1.1 It is a duly incorporated or constituted under the law of England and Wales and has the corporate power to own its assets and to carry on the business which it conducts or proposes to conduct.
- 3.1.2 It:
- (a) has the power to enter into and to exercise its rights and perform its obligations under the Finance Documents and the Scheme Project Documents (to which it is a party); and
 - (b) has taken all necessary action to authorise the execution by it of and the performance by it of its obligations under the Finance Documents and Scheme Project Documents (to which it is a party) (or, in the case of any other Finance Document or Scheme Project Document to be executed by it after the date hereof, such action will be taken before such execution).
- 3.1.3 It is not subject and will not become subject to any other obligation, compliance with which will or is likely to have a Material Adverse Effect.
- 3.1.4 Its obligations under the Finance Documents and Scheme Project Documents (to which it is a party) constitute its legal, valid and binding obligations, enforceable in accordance with its terms.
- 3.1.5 The execution, delivery and performance by it of the Finance Documents and the Scheme Project Documents (to which it is a party) do not:

- (a) insofar as it is aware contravene any applicable law or directive or any judgment, order or decree of any court having jurisdiction over it;
- (b) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which it is a party or any licence or other authorisation to which it is subject or by which it or any of its property is bound which would have a Material Adverse Effect; or
- (c) contravene or conflict with its Constitutive Documents.

3.1.6 Other than in respect of the Additional Site Land and the landing agreements and oversailing easements in relation to the Hale Wharf and Pymmes Brook Bridges, all consents, required by it in connection with the execution, delivery, issue, validity or enforceability of the Finance Documents and Scheme Project Documents (to which it is a party) have been obtained and have not been withdrawn.

3.1.7 It is not in breach of or in default under any agreement to which it is a party or which is binding on it or any of its assets which has or could have a Material Adverse Effect.

3.1.8 No claim is presently being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge, pending or threatened against it or any of its assets which will or might have a Material Adverse Effect.

3.1.9 No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge threatened) for its winding-up or dissolution or for the appointment of a receiver, administrative receiver, administrator, liquidator or similar officer in relation to any of its assets or revenues and without limitation no Insolvency Event has occurred in relation to it. This clause shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of presentation.

3.1.10 It will procure that all Works and the Scheme have been and will be undertaken:

- (a) in a way to ensure that the Scheme meets the Required Standards; and
- (b) in accordance with the terms of the Bid (taking into account any amendments or variations permitted under this Agreement) and the wider Housing Zone.

3.1.11 It has not committed any Prohibited Act.

3.1.12 It is not classified as a public body for accounting purposes.

3.2 **Scheme success**

3.2.1 No person having any Security over the Site has enforced or given notice of its intention to enforce such Security.

- 3.2.2 Other than in relation to the Additional Site Land and certain consents relating to Hale Wharf and Pymmes Brook Bridges, all Consents have been obtained and have not been withdrawn.
- 3.2.3 Other than in relation to the Additional Site Land, it is not aware, after due enquiry, of anything which materially threatens the success or successful completion of the intention or purpose of this Agreement.
- 3.2.4 The Developer has sufficient legal control of the Site to enable Practical Completion of all Works and the Scheme (but excluding any Works on the Additional Site Land until such time as the Additional Site Land Leasehold Interest is acquired by the Developer and Waterside Places (GP Nominee) Limited) and excluding any Works in relation to the Hale Wharf and Pymmes Brook Bridges until such time as certain consents from the relevant landowners are obtained).
- 3.2.5 Other than in respect of the Additional Site Land and the Hale Wharf and Pymmes Brook Bridges, the Site is free from any conditions, restrictions or covenants which do or might affect the right to carry out the Works or achieve Practical Completion of the Works or the Scheme.
- 3.2.6 It is taking all reasonable steps to satisfy the GLA that its members and any contractors employed in connection with the Works and the Scheme are suitable and competent in all respects to allow the proper performance of all necessary work or tasks in relation to the Works and the Scheme.
- 3.2.7 It is in carrying out the Works and the Scheme complying with the provisions of the Considerate Constructors Scheme save that where there shall be any conflict between the provisions of this Agreement and the provisions of the said scheme the provisions of this Agreement shall prevail.
- 3.2.8 The Developer (or, in relation to any Permitted Disposal, the relevant owner) has entered or will by Practical Completion, have entered into all required site agreements with the Highways Authority pursuant to section 38 of the Highways Act 1980 in respect of the construction and adoption of the Adoptable Highways comprised in or relating to the Scheme and all requisite Site agreements with the Highways Authority pursuant to section 278 of the Highways Act 1980 (as appropriate) in respect of the construction or any Highways comprised in or relating to the Scheme and procured any bond or guarantee required by the Highways Authority in connection with any such agreement.
- 3.2.9 The Developer has entered or will by Practical Completion have entered into an agreement with the relevant water authority pursuant to section 104 of the Water Industry Act 1991 in respect of the construction and adoption of the sewers serving the Scheme and procured any bond or guarantee required by such water authority in connection with such agreement.
- 3.2.10 Save as disclosed in the Certificate of Title the Developer has:
- (a) (together with Waterside Places (GP Nominee) Limited) good title to the Site and all other assets (including, but not limited to, intellectual property rights), free from Encumbrances other than a Permitted

Encumbrance or freedom to use those assets for that purpose under all applicable laws; and

- (b) access to and freedom to use under all applicable laws:
 - i the Site;
 - ii any buildings or fixtures on the Site;
 - iii other than in relation to the Hale Wharf and Pymmes Brook Bridges any easement, wayleaves or other rights necessary for access to and use of the Site and Dwellings.

3.2.11 In respect of the Site the Developer is in compliance with all applicable Environmental Laws.

- (a) The Developer is in compliance with the terms of all Environmental Consents necessary for the ownership and operation of the Site, facilities and businesses as presently owned and operated and as presently proposed to be owned and operated.
- (b) Save as disclosed in the Certificate of Title in respect of the Site, there is no Environmental Claim which is current, pending or threatened against it and there are no past or present acts, omissions, events or circumstances that could form the basis of any Environmental Claim against it.
- (c) Save as disclosed in the Certificate of Title, there are no circumstances that may prevent or interfere with it obtaining or being in compliance with any Environmental Consent in respect of the Site in the future and no action is pending or threatened by any authority against it which would result in any Environmental Consent in respect of the Site being revoked, suspended or varied.
- (d) To the best of its knowledge and belief (having made all reasonable and proper enquiries) and save as disclosed in the Certificate of Title, no Dangerous Substance has been used, disposed of, generated, stored, transported, dumped, released, deposited, buried or emitted at, on, from or under any premises owned, leased, occupied, controlled or used by the Developer in circumstances where this results or could be expected to result in a liability on the Developer.

3.3 Operational issues

3.3.1 No Event of Default has occurred and is continuing or would result from the making of any Funding.

3.3.2 No other event or circumstance is continuing which constitutes (or with the giving of notice, the lapse of time, the determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing), would or could be expected to constitute a default by it under any other document or arrangement which is binding on it or on any of its assets in any

case to an extent or in a manner which has or could be expected to have a Material Adverse Effect.

- 3.3.3 Provided that the GLA is a local authority for the purposes of Section 936 of the Income tax Act 2007 and is beneficially entitled to payments to be made to it by the Developer under the Finance Documents, the Developer is not required to make any deduction for or on account of Tax from any payment it may make to the GLA under any Finance Document.
- 3.3.4 The Developer has filed all necessary Tax returns with the relevant authorities and is not in default in the payment of any Tax taking into account any grace period or amounts being contested in good faith and for which adequate reserves have been made and all claims for payment of Tax which might have a Material Adverse Effect have been disclosed to the GLA.
- 3.3.5 Other than the registration of the Finance Documents at Companies House, the Financial Conduct Authority, the Land Registry and the Land Charges Registry (as appropriate), it is not necessary that any Finance Document to which it is a party, be filed, recorded or enrolled with any court or other authority in England or that any stamp, registration or similar tax be paid on or in relation to any Finance Document to which it is a party or the transactions contemplated by the Finance Documents.
- 3.3.6 The Developer will appoint a Principal Designer in respect of each element of the Works and the Scheme in respect of which the Developer is required, pursuant to the CDM Regulations, to appoint a Principal Designer and has provided the GLA with a copy of the Developer's notification to the Health and Safety Executive of the Particulars specified in Schedule 1 of the CDM Regulations.

3.4 Information

- 3.4.1 All written information supplied by or on behalf of it to the GLA or its agents or employees in connection with the Developer's initial application for funding or in the course of the subsequent negotiations was at the time of submission and as far as it was aware (or ought to have been aware) having made all reasonable and proper enquiries true, complete and accurate in all material respects.
- 3.4.2 It has informed the GLA of any material change that has occurred since the date of submission of which it is aware (or ought to be aware) having made all reasonable and proper enquiries which would render such information untrue, incomplete or inaccurate in any material respect.
- 3.4.3 It is not aware of any material fact or circumstance that has not been disclosed to the GLA and which might, if disclosed materially, adversely affect the decision of anyone considering whether or not to contract with it.
 - (a) There has been no material adverse change in its assets, business or financial condition since the date of its last annual accounts.
 - (b) Its most recent accounts delivered pursuant to clause 9.3.5:

- i have been prepared in accordance with the GAAP including FRS102 as applied to the original accounts delivered to the GLA pursuant to this Agreement; and
 - ii give a true and fair view of (if audited) or fairly present (if unaudited) its financial condition as at the end of, and results of operations for, the period to which they relate.
- (c) The Bid and the Scheme Budget supplied under this Agreement were arrived at after careful consideration and have been prepared in good faith on the basis of recent historical information and on the basis of assumptions which were reasonable as at the date they were prepared and supplied.

3.5 Valuation

- 3.5.1 All written information supplied by it or on its behalf to the Valuer for the purposes of each Valuation was true and accurate in all material respects as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.
- 3.5.2 Any financial projections contained in the information referred to in paragraph 3.5.1 above have been prepared as at their date, on the basis of recent historical information and on the basis of reasonable assumptions.
- 3.5.3 It has not omitted to supply any information to the Valuer which, if disclosed, would adversely affect the Valuation.
- 3.5.4 As at the date of the first Claim, nothing has occurred since the date the information referred to in paragraph 3.5.1 above was supplied which, if it had occurred prior to the Initial Valuation, would have adversely affected the Initial Valuation.

3.6 Covenants

3.6.1 Negative pledge

The Developer shall not without the prior written consent of the GLA:

- (a) create or permit to subsist any Encumbrance (other than a Permitted Encumbrance) on the whole or any part of its present or future assets;
- (b) incur any Financial Indebtedness (other than the Funding and any Permitted Indebtedness); or
- (c) pay any dividend or make any equity payments to any member or partner of the Developer from any amounts allocated for or amounts received in respect of the Scheme other than in accordance with clause 5.7.3.

3.6.2 Asset disposal

- (a) The Developer shall not dispose of the whole or any part of the Site:

- i without the prior written consent of the GLA; and
 - ii in respect of any part of the Site comprising the Hale Wharf and Pymmes Brook Bridges and/ or Public Access Infrastructure and which disposal occurs within the longer of (a) the useful economic life of, and (b) 15 years of Practical Completion of the Hale Wharf and Pymmes Brook Bridges and/or Public Access Infrastructure (as the case may be) without first obtaining a Deed of Covenant from the purchaser;
- (b) Clause 3.6.2(a) does not apply to a Permitted Disposal or the grant of a legal charge to a Senior Lender on the terms set out in an Intercreditor Deed.

3.6.3 **Priority**

Subject to the terms of the Intercreditor Deed and the Infrastructure Funding Agreement the Developer shall ensure that its payment obligations under this Agreement rank and will always rank:

- (a) to the extent that they are secured, in all respects in priority to all its other indebtedness relating to the Site other than indebtedness preferred by operation of law in the event of its winding up or any Permitted Encumbrance; and
- (b) to the extent that they are not so secured, at least equally and rateably in all respects with all its other unsecured and unsubordinated indebtedness other than indebtedness preferred by operation of law in the event of its winding up.

3.6.4 **Works**

The Developer shall procure that the Works and the Scheme are:

- (a) conducted and completed in accordance with all Consents and the technical specifications and to the Required Standards and in compliance with the Design Standards as in force at the time the relevant Consents were granted and in accordance with the wider Housing Zone; and
- (b) carried out in a good and workmanlike manner; and
- (c) in all material respects undertaken in accordance with the terms of the Bid (taking into account any amendments or variations permitted under this Agreement); and
- (d) completed in accordance with the Scheme Project Documents; and
- (e) carried out in compliance with the provisions of the Considerate Constructors Scheme save that where there shall be any conflict between the provisions of this Agreement and the provisions of the said Scheme the provisions of this Agreement shall prevail.

3.6.5 **Amendments**

The Developer may not make any amendment to the Scheme or the Scheme Details outside the scope of that permitted in accordance with the Planning Permission without the prior written consent of the GLA (such consent not to be unreasonably withheld or delayed) other than minor amendments which have no material impact upon any Valuation or achievement of Milestones and any changes in accordance with the Viability Review Mechanism.

3.6.6 **Scheme Eligibility Criteria**

The Developer shall ensure that any Scheme:

- (a) shall be within the GLA geographical boundaries; and
- (b) shall comply with the Design Standards as in force at the time the relevant Consents were granted.

3.6.7 **London Living Wage**

Without prejudice to any other provision of this Agreement, the Developer shall:

- (a) use all reasonable endeavours to ensure that none of its employees engaged in the provision of the Works and the Scheme is paid an hourly wage (or equivalent of an hourly wage) less than the London Living Wage;
- (b) use all reasonable endeavours to ensure that none of its employees engaged in the provision of the Works and the Scheme is paid less than the amount to which they are entitled in their respective contracts of employment;
- (c) provide to the GLA such information concerning the London Living Wage as the GLA or its nominees may reasonably require from time to time;
- (d) disseminate on behalf of the GLA to its employees engaged in the provision of the Works and the Scheme such perception questionnaires as the GLA may reasonably require from time to time and promptly collate and return to the GLA responses to such questionnaires; and
- (e) use all reasonable endeavours to co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.

- 3.6.8 The Developer shall sign up to the Mayoral Concordat which stipulates that new homes for sale will be available for sale to Londoners before or at the same time as they are available to buyers from other countries.

3.7 **Milestone Date Amendments**

- 3.7.1 If a Milestone Failure occurs or is in the opinion of the GLA likely to occur (having regard to the information supplied in each Quarterly Progress Report) and such Milestone Failure is not the result of a Milestone Extension Event:

- (a) the GLA shall be entitled (but not obliged) and in its absolute discretion to:
 - i exercise the rights described under clause 11; or
 - ii agree a revised Milestone Date with the Developer;
- (b) the Developer may submit to the GLA a plan to remedy and/or mitigate the effects of the Milestone Failure and the GLA will consider such plan and in its absolute discretion may agree a revised Milestone Date with the Developer; and

where a revised Milestone Date is agreed with the Developer any relevant condition of this Agreement shall apply mutatis mutandis to the revised Milestone Date.

- 3.7.2 Where any Milestone Failure occurs or is in the opinion of the GLA likely to occur (having regard to the information supplied in each Quarterly Progress Report) and the GLA determines that such failure is the result of a Milestone Extension Event the GLA shall extend the relevant Milestone Date by such reasonable period as it considers appropriate to take account of the delay caused or likely to be caused by the Milestone Extension Event, save that no Milestone Extension Event shall oblige the GLA to extend the Scheme Completion Date.

3.8 **Outputs**

The Developer shall deliver the Outputs.

4 **Other**

- 4.1 The Developer shall procure and/ or maintain as appropriate full and proper insurance sufficient to ensure compliance with clause 8.4.
- 4.2 The Developer will act at all times with the utmost good faith.
- 4.3 The Developer will allow the GLA to visit the Site at reasonable times and on reasonable notice for the purposes of monitoring the Developer's progress as against each Milestone and its relevant Milestone Date.
- 4.4 For so long as any amount remains outstanding under this Agreement, the Developer will ensure that the GLA has the right to be represented at project meetings no more frequently than monthly relating to the Scheme and that such representative (the details of which are to be advised by the GLA to the Developer) is provided with reasonable notice of all such monthly meetings and all relevant meeting materials.
- 4.5 The covenants given by the Developer shall remain in force from the date of this Agreement for so long as any amount remains outstanding under any Finance Document.

5 Payment of Funding

5.1 Initial Conditions Precedent

The GLA's obligations under this Agreement are subject to the condition precedent that it has confirmed to the Developer that it has received all of the following in form and substance satisfactory to the GLA:

- 5.1.1 a certified copy of the Constitutive Documents of the Developer;
- 5.1.2 a certified copy of the Evidence of Incorporation of the Developer;
- 5.1.3 a certified copy of a resolution of the board of the Developer:
 - (a) approving the terms of, and the transactions contemplated by, the relevant Finance Documents to which it is a party and resolving that it executes the relevant Finance Documents to which it is a party;
 - (b) authorising its Senior Officer or other specified person or persons to execute each relevant Finance Document to which it is a party on its behalf; and
 - (c) authorising its Senior Officer or other specified person or persons, on its behalf, to sign and/or despatch all documents and notices to be signed and/or despatched by it under, or in connection with, the relevant Finance Documents to which it is a party;
- 5.1.4 a copy of the Scheme Budget;
- 5.1.5 an expected construction timetable including Milestones and Milestone Dates;
- 5.1.6 evidence satisfactory to the GLA demonstrating that the arrangements relating to all funding for the Scheme in addition to the Funding accord with the Scheme Budget;
- 5.1.7 a Valuation addressed to the GLA or given with a duty of care by the Valuer in favour of the GLA and in terms satisfactory to the GLA;
- 5.1.8 the latest available audited financial statements of the Developer (if any) including certified copies of the accountants' reports (if any);
- 5.1.9 a certified copy of the Section 106 Agreement;
- 5.1.10 a satisfactory legal opinion addressed to the GLA in respect of State Aid.

5.2 Conditions Precedent to the first Claim for Funding

The obligation of the GLA to make available the first Claim for Funding is subject to the further conditions precedent that, at the time of a Claim and at the time of making such Funding that it has confirmed to the Developer that it has received the following in substance satisfactory to the GLA:

- 5.2.1 a Certificate of Title in a form acceptable to the GLA in respect of the ownership of the Site and the Developer's estate or interest in it (being either the freehold estate or a lease for a term of 99 years or more on terms acceptable to the GLA) issued to the GLA by the Solicitors certifying among other things that: (a) the Site is free from any conditions, restrictions, covenants or third party interests which do or might affect the right to carry out and maintain the Works or deliver the Scheme; and (b) the Developer has sufficient rights appurtenant to its estate or interest in the Site to enable the Scheme and the Works to be fully carried out and fully serviced without the need to acquire further land or obtain any rights from any other party;
- 5.2.2 a letter of undertaking relating to the title and other deeds to the Site and the registration of the Finance Documents duly signed by the Solicitors in favour of the GLA;
- 5.2.3 counterparts of each Finance Document (other than this Agreement) and certified copies of each Contract, Sub-Contract and each appointment of a Professional entered into before, on or around the date of the first Claim together with Collateral Warranties related to them which (in the reasonable opinion of the GLA) relate to the Development Costs as set out in that Claim;
- 5.2.4 copies of policies, certificates or cover notes relating to each contract or policy of insurance taken out by or on behalf of the Developer have been provided;
- 5.2.5 a letter from Hilson Moran addressed to the GLA confirming that the costs referred to in clause 5.4.1 (iv) are for distribution rather than plant;
- 5.2.6 a letter of reliance from the Chancery Group pursuant to which the Chancery Group confirms that the GLA has reliance on the rights of light report in respect of the Scheme dated 22 June 2017; and
- 5.2.7 certified copies of the District Heating Distribution Documents which (in the reasonable opinion of the GLA) relate to the Development Costs as set out in that Claim;
- 5.2.8 confirmation:
- (a) that a decision has been made not to extend the Judicial Review Period in respect of the Planning Permission and permission to proceed with such a claim for judicial review has been refused; or
 - (b) where the decision referred to in (a) above has not been reached by 31 October 2017, a formal written opinion from a Queen's Counsel, appointed by the Developer with a duty of care to the GLA in order that the GLA can rely upon the same, that in their opinion the likelihood of the judicial review succeeding if the request to extend the Judicial Review Period is granted is 40% or less.

5.3 **Conditions Precedent to each Claim for Funding and Condition Subsequent**

5.3.1 **Conditions Precedent**

- (a) The obligation of the GLA to make available any Funding (other than the first Claim) is subject to the further conditions precedent that, at the time of a Claim and at the time of making such Funding that it has confirmed to the Developer that it has received all of the following in respect of the Works being funded by such Claim in form and substance satisfactory to the GLA:
 - i evidence that the Developer has (and continues to have) sufficient funding (whether from its own resources or otherwise) to complete the Works and the Scheme;
 - ii certified copies of each Contract, Sub-Contract and each appointment of a Professional entered into before, on or around the date of each Claim together with Collateral Warranties related to them which (in the reasonable opinion of the GLA) relate to the Development Costs as set out in that Claim;
 - iii certified copies of any deeds of release relating to all outstanding security interests granted by the Developer other than a Permitted Encumbrance;
 - iv copies of any Senior Finance Documents entered into at the relevant time demonstrating that the arrangements thereunder accord with the Scheme Budget have been provided;and that
 - v a valid Claim made in accordance with clause 5.4;
 - vi the amount of the Claim is in accordance with the Scheme Budget, as determined by the GLA in its absolute discretion (acting reasonably);
 - vii the grant of planning permission satisfactory to the GLA including approval of siting, design, access and use, landscaping and materials;
 - viii the GLA has received such evidence as it may require to be satisfied as to the level and availability of the Developer Contribution; and
 - ix all necessary consents have been obtained and all other matters are in place to enable the Works in respect of the Scheme to be commenced.
- (b) The obligation of the GLA to make available any Funding is also subject to the further conditions precedent that at the time of the Claim and at the time of making such Funding:
 - i no Event of Default has occurred and is continuing or would result from the proposed Funding;
 - ii any amount of funding identified in the Scheme Budget as due to be paid by the Developer in relation to the Scheme prior to the date of the Claim has in fact been paid in full by the Developer; and

- iii the GLA has received such evidence as the GLA may require that all matters represented and warranted by the Developer under clause 3 or all Repeating Representations (as applicable) are true and correct as if made at the date of each Claim and would be true and correct immediately after the making of any such Funding.

5.3.2 Condition Subsequent

- (a) The Developer will provide to the GLA the following confirmations (satisfactory to the GLA acting reasonably) as soon as the information allowing it to do so becomes available:
 - i that the proposed operational profile of the plant installation and the associated base load and buffering provisions will deliver the required energy proportions via the renewable and cogeneration plant installations with a minimum of 50% of energy being generated by such means; and
 - ii that the heat network will meet the generation levels stated within the Energy Efficiency Directive and associated documents and provide information to confirm this can be achieved for the complete network; and
 - iii that the heat network will comply with the Heat Networks (Metering and Billing) Regulations 2014; and
 - iv that the heat network will be designed, installed and operated to comply fully with the recommendations of Heat networks: Code of Practice for the UK, CP1, 2015 as published by CIBSE; and
 - v that it has provided or will provide back to back agreements with all parties involved in the design, installation and operation of the heat network.

5.4 Mechanics and payment of Funding

5.4.1 A Claim will not be regarded as having been validly made by the Developer unless:

- (a) it is submitted on a Claim Form which must be signed by the Developer Senior Officer, which;
 - i is received by the GLA no later than ten (10) Business Days prior to the proposed date the Funding will be made available to the Developer;
 - ii is delivered during the Availability Period;
 - iii is submitted to the GLA within the Availability Period in the case of each Claim; and
 - iv is for an amount which, when aggregated with all other Claims submitted, does not exceed £2,641,000 in respect of the costs of the

District Heating Distribution Infrastructure and is being made in accordance with the Scheme Budget;

- (b) it relates to Development Costs for which the Developer has not submitted any other Claim or received any other funding and it is accompanied by written evidence satisfactory to the GLA that such Development Costs have been incurred together with confirmation from the Monitoring Surveyor that it has verified and approved the Claim;
- (c) it accords with the Scheme Budget or is accompanied by evidence satisfactory to the GLA to justify any deviation;
- (d) it is for an amount which (if paid) would not cause the Total Commitment to be exceeded;
- (e) the conditions at clauses 5.1 and 5.2 have been satisfied; and
- (f) it accords with the provisions of clause 5.9.2.

5.4.2 Subject to the terms of this Agreement, the GLA will pay Funding to the Developer within ten (10) Business Days of receipt of a valid Claim.

5.4.3 Any amount of Funding not advanced to the Developer during the Availability Period will be automatically cancelled.

5.4.4 The Developer may not make more than one Claim per calendar month.

5.5 Use of Funding

5.5.1 The Funding will be the sole property of the Developer and will be used by the Developer for Development Costs only.

5.5.2 Without affecting the obligations of the Developer in any way, the GLA is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

5.6 Payments into the Charged Account

Subject to the terms of any Intercreditor Deed and the Senior Lending Debt Funding, the Developer shall pay into the Charged Account an amount equal to the Receipts from each Disposal of a Dwelling upon such Disposal.

5.7 Payments from the Charged Account

5.7.1 Subject to the terms of any Intercreditor Deed and the Senior Lending Debt Funding, the GLA shall authorise the withdrawal of sums from the Charged Account to meet Development Costs provided that the following conditions have all been met in form and in substance satisfactory to the GLA:

- (a) no Event of Default has occurred and is continuing or would occur as a result of the proposed withdrawal;
- (b) there are sums from time to time in the Charged Account;

- (c) the GLA is satisfied that the provisions of clause 5.3.1(a)v –(i) have been met as if the proposed withdrawal was a Claim.

5.7.2 Subject to the terms of any Intercreditor Deed and the Senior Lending Debt Funding, the GLA shall authorise the withdrawal of sums from the Charged Account to enable an appropriate contribution to be made to the London Borough of Haringey in order to satisfy the obligations in the Viability Review Mechanism provided that the GLA is satisfied that:

- (a) no Event of Default has occurred and is continuing or would occur as a result of the proposed withdrawal;
- (b) there are sums from time to time in the Charged Account.

5.7.3 The Developer may at any time after Phase 2/3 (as defined in the Section 106 Agreement) Start on Site and subject to the provisions of this Agreement, request the GLA's consent to transfer to an account as directed by the Developer, any sums standing to the credit of the Charged Account which constitute a surplus due to the Developer pursuant to the Viability Review Mechanism. The GLA shall consider such request and subject to the terms of any Intercreditor Deed and the Senior Lender Debt Funding, the GLA may authorise the withdrawal of such sums from the Charged Account to be paid into an account as directed by the Developer provided that the GLA is satisfied that:

- (a) no Event of Default has occurred and is continuing or would occur as a result of the proposed withdrawal;
- (b) there are sums from time to time in the Charged Account.

5.7.4 The provisions of clause 5.7.1 shall apply to any withdrawal of sums from the Charged Account as if it were Funding.

5.7.5 The GLA shall authorise the withdrawal of sums from the Charged Account to pay any amount due from the Developer to the GLA in accordance with clause 6 below.

5.7.6 At any time following the occurrence of an Event of Default which is continuing, the GLA may enforce its rights under the Account Charge and apply any sums standing to the credit of the Charged Account in repayment of the Funding (in accordance with the provisions of clause 6 (Repayment)) to the extent that the Intercreditor Deed permits this.

5.7.7 For the avoidance of doubt nothing in this clause 5 in any way extends the Scheme Completion Date.

5.8 Condition Subsequent

The Developer shall:

5.8.1 subject to the GLA's internal approval process, by 31 March 2018 (or such other date as is agreed with the GLA) enter into a development facility

agreement with the GLA (in a form and content satisfactory to the Developer (acting reasonably) and the GLA) in respect of a loan facility to fund development costs on the Site and the GLA shall be obliged to provide such development financing on commercial terms;

5.8.2 use its reasonable endeavours, together with Waterside Places (GP Nominee) Limited, to acquire the Additional Site Land Leasehold Interest;

5.8.3 by no later than the date which is three months after the date of this Agreement, provide to the GLA evidence satisfactory to the GLA in relation to matters of health and safety, environmental protection, procurement, data protection and equality and diversity.

5.9 Judicial Review

5.9.1 The GLA waives any breach of representation in clause 3 arising:

- (a) from the fact that a decision as to permission to proceed with a claim for judicial review of the Planning Permission is pending; and
- (b) where permission to proceed with a claim for judicial review of the Planning Permission is subsequently granted, arising from grant of such permission and any resulting decision in respect of such judicial review.

5.9.2 The GLA shall only advance Funding of up to £5,000,000 to the Developer until such time as:

- (a) a judicial review of the Planning Permission has been withdrawn; or
- (b) the judicial review has been finally determined, including any appeal, and if required an updated Planning Permission has been granted and the Judicial Review Period in respect of such revised Planning Permission has come to an end.

6 Repayment

6.1 The Developer shall repay the Funding in the following circumstances and amounts:

6.1.1 where the Scheme is completed with 50% of the Dwellings in the Scheme being Affordable Housing Dwellings or following an appropriate contribution having been made to the London Borough of Haringey in order to satisfy the obligations in the Viability Review Mechanism and the scheme has generated a surplus, in the amount of such surplus payable on the Scheme Completion Date; and

6.1.2 where the Scheme is not completed by the Scheme Completion Date and/ or if the proportion of Affordable Housing Dwellings in the Scheme is below 35% of the total Dwellings in the Scheme, calculated on the Scheme Completion Date as follows:

Repayment Amount = $A - [A \times (B/C) \times (D/E)]$, where:

A = Amount of Funding made available (i.e. up to £2,641,000)

B = No. of Dwellings (being no greater than 450) completed in Phases 1, 2 and 3 (outturn – units)

C = 450 Dwellings (proposed no. of Dwellings at date of agreement)

D = Actual % of Affordable Housing Dwellings (being a proportion of the Dwellings) in Phases 1, 2 and 3 and no more than 35% for the purposes of this calculation (outturn – %)

E = 35% (proposed % of Affordable Housing Dwellings at date of this Agreement as a proportion of the Dwellings)

such amount being payable on the Scheme Completion Date.

(For avoidance of doubt, there will be no negative claw back – i.e. no additional monies paid to the Developer if the above calculation generates a negative amount.);

6.1.3 where the Scheme is completed, in the amount of any appropriate contribution paid to the London Borough of Haringey in order to satisfy the obligations in the Viability Review Mechanism which has not been utilised by the London Borough of Haringey within the requisite time and which the London Borough of Haringey has paid back to the Developer; and

6.1.4 where an Event of Default occurs and is continuing and the GLA accelerates the Funding in accordance with clause 11.2.5 in an amount calculated in accordance with clause 6.1.2 provided that Scheme Completion Date shall be replaced with the date the GLA accelerates the Funding.

6.2 All payments to be made by the Developer under this Agreement shall be paid in Sterling in immediately available cleared funds to the GLA into such bank account as the GLA shall notify to the Developer from time to time.

6.3 If the Developer does not pay any amount it is obliged to pay under this Agreement when it is due, the Developer shall pay default interest on such outstanding amount from the due date until the date of actual payment (both before and after judgment) at a rate per annum equal to 5%.

6.4 Where an amount is payable in accordance with clause 6.1.2 or 6.1.4 above, such amount shall be paid together with interest at a rate per annum equal to 5% from, in relation to clause 6.1.2 only, the date upon which such Funding was advanced (assuming such Funding was advanced last i.e. in reverse chronological order of amounts advanced) by the GLA to the Developer or, in the case of clause 6.1.3 only, the date upon which the relevant party became aware of the existence of the Event of Default and notified the Developer or the GLA (as applicable) (whichever is the earlier), in each case until the date upon which the GLA receives the repayment required under this clause.

6.5 All payments by the Developer under or in connection with this Agreement shall be made without set-off or counterclaim, free and clear of and without any deduction or withholding, including, without limitation, for or on account of all taxes except for taxes which must be deducted by law.

- 6.6 If the Developer is required by law to make any deduction or withholding of taxation from a payment under this Agreement to the GLA the Developer shall:
- 6.6.1 ensure that the deduction or withholding does not exceed the minimum amount legally required;
 - 6.6.2 pay to the GLA such additional amount as may be determined by the GLA to be necessary to ensure that after making any required deduction or withholding the GLA receives and retains a net amount equal to the full amount which would have been received had no deduction or withholding been required;
 - 6.6.3 pay to the applicable taxation or other authorities within the period for payment permitted by law the full amount of the deduction or withholding; and
 - 6.6.4 supply to the GLA, within the period for the payment permitted by law, an official receipt of the applicable taxation or other authorities for all amounts deducted or withheld.
- 6.7 Without prejudice to any other provisions of this Agreement, if the GLA is required by law to make any payment on account of taxes (other than taxes on its actual profits or gains, or its overall net income received or receivable) on or in relation to any sum received or receivable by the GLA under or pursuant to this Agreement, the Developer shall within 10 Business Days of written demand by the GLA indemnify the GLA against such payment or liability together with any interest, penalties and reasonable expenses payable or incurred in connection with it. The indemnity in this clause 6.7 shall not apply in respect of or in relation to any taxes compensated for by an increased payment pursuant to clause 6.6. Any demand under this clause 6.7 shall include reasonable evidence of the payment in question, how it has arisen and how the amount demanded has been calculated.
- 6.8 No increased payment shall be made under clause 6.6.2 above if on the date on which the payment falls due:
- 6.8.1 the payment could have been made to the GLA without a withholding on account of tax if the GLA had been a local authority entitled to be paid gross pursuant to Section 936 of the Income Tax Act 2007 but on that date the GLA was not or ceased to be a local authority entitled to be paid gross pursuant to section 936 of the Income Tax Act 2007 other than as a result of any change after the date of this Agreement in (or in the interpretation, administration, or application of) any law, practice or concession of any relevant taxing authority or was not beneficially entitled to that payment; or
 - 6.8.2 an officer of H.M. Revenue & Customs has given (and not revoked) a direction (a **Direction**) under section 931 of the Income Tax Act 2007 which relates to the payment and the GLA has received from the Developer making the payment a certified copy of that Direction and the payment could have been made to the GLA without any withholding on account of tax if that Direction had not been made.
- 6.9 The GLA hereby confirms to the Developer that it is a local authority entitled to be paid gross pursuant to section 936 of the Income Tax Act 2007 and that it is or will be beneficially entitled to any payments made or to be made by the Developer to it under this Agreement. The GLA shall promptly notify the Developer in writing if either of the

confirmations given in the preceding sentence ceases to be accurate in respect of the GLA.

7 Delivery obligations

7.1 Scheme commencement and completion

The Developer will procure that the Scheme commences by the Start on Site date and is carried out and completed in accordance with the Scheme Details and the Milestones subject to any delays caused by any Milestone Extension Events, save that nothing in this agreement shall oblige the GLA to extend the Scheme Completion Date.

7.2 Contractors and employees

7.2.1 The Developer will procure that each Contractor complies with each and all of its contracts which relate to the Scheme and the Developer will enforce and procure the enforcement of the terms of the Scheme Project Documents at all times.

7.2.2 The Developer will take all necessary steps to satisfy the GLA that its procurement policies and procedures in relation to employees, suppliers and Contractors are suitable and competent in all respects to allow the proper performance of all work or tasks in relation to the Scheme.

7.2.3 The Developer will ensure that all contracts entered into in connection with the Scheme are competitively procured (utilising a documented decision making process) and that the Development Costs represent fair market costs.

8 Regulatory obligations

8.1 Consents

The Developer will procure that no Works or works in respect of the Scheme are commenced and/or continued without all necessary Consents for the relevant part of the Works or the Scheme being received and in particular will procure that no work constituting development for which planning permission is required under the Town and Country Planning Act 1990 is carried out without having obtained detailed planning consent and will provide such documents as the GLA requires to demonstrate compliance with this clause 8.1.

8.2 Public procurement

8.2.1 To the extent applicable, the Developer shall comply with all applicable EU Procurement Requirements in connection with the procurement of the Works or any services relating to the Scheme.

8.2.2 Subject to clause 8.2.1, all procurement of works, equipment, goods and services by the Developer relating to the Scheme shall be based on value for money.

8.3 **Legislation (including Health & Safety and Equality & Diversity)**

- 8.3.1 The Developer shall comply in all material respects with all relevant Legislation, including but not limited to legislation relating to health and safety, welfare at work and equality and diversity, and will use reasonable endeavours to enforce the terms of the Scheme Project Documents (to which it is a party) to ensure compliance with this clause 8.2.
- 8.3.2 The Developer has, and is in full compliance with, a policy covering equal opportunities designed to ensure that unfair discrimination on the grounds of colour, race, creed, nationality or any other unjustifiable basis directly or indirectly in relation to the Works and the Scheme is avoided at all times and will provide a copy of that policy and evidence of the actual implementation of that policy upon request by the GLA.
- 8.3.3 The Developer shall request any Contractor working on the Site to consider the number of jobs and apprenticeships to be created by the Scheme in accordance with the information submitted at the Bid.
- 8.3.4 The Developer accepts that:
- (a) it is a "client" as defined by the CDM Regulations and warrants that it is and will at all times remain competent to carry out the role of a client under the CDM Regulations; and
 - (b) it will act as the only client in respect of the Scheme and the Developer hereby elects to be the only client under the CDM Regulations for the Scheme.
- 8.3.5 The GLA agrees to the election of the Developer as the only client for the Scheme for the purposes of CDM Regulations.
- 8.3.6 The Developer shall comply fully with all the obligations of the client under the CDM Regulations.
- 8.3.7 The Developer shall not seek to withdraw, terminate or in any manner derogate from the election referred to in clause 8.3.5 without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.
- 8.3.8 The Developer shall ensure that any and all parties engaged in respect of the procurement and/or undertaking of the Works and the Scheme are aware of the terms of the Developer's election as the only client for the purposes of the CDM Regulations.
- 8.3.9 The Developer shall at all times comply with all obligations, requirements and duties arising under the HS Act in connection with the Works and the Scheme.
- 8.3.10 The Developer shall at all times procure the compliance with all obligations, requirements and duties arising under the HS Act by any and all parties appointed in connection with the Works and the Scheme or allowed on the Site.

- 8.3.11 The Developer shall maintain an accurate record of all health, safety and environmental incidents which occur on or in connection with the Scheme, and shall provide a report to the GLA Senior Officer as part of the Quarterly Progress Report.
- 8.3.12 Without in any way limiting its obligations in schedule 3 or clause 8.3.10, the Developer shall notify the GLA Senior Officer promptly on the occurrence of any of the following events which arise out of or in connection with the Scheme:
- (a) a fatal accident to any worker or a member of the public;
 - (b) any injury to a member of the public requiring reporting under RIDDOR;
 - (c) any dangerous occurrence, as defined by RIDDOR;
 - (d) the service of any improvement or prohibition notice under the HS Act;
 - (e) any incident having health & safety implications which attracts the attention of the police and/or the media; and
 - (f) the commencement of any criminal prosecution under the HS Act.
- 8.3.13 The Developer will procure that all Contractors comply at all times with the HS Act and the CDM Regulations and will procure that:
- (a) where for the purposes of the Works or the Scheme a Contractor is a Principal Designer or a Principal Contractor, the Contractor will comply with the obligations imposed on such role(s) under the CDM Regulations;
 - (b) each Contractor co-operates fully with the Principal Contractor appointed under the CDM Regulations (whether or not the role is carried out by the relevant Contractor);
 - (c) each Contractor allocates adequate resources to enable it to comply with its obligations under the relevant contract in respect of Works or the Scheme and the CDM Regulations;
 - (d) each Contractor co-operates with all other persons involved in the Works and the Scheme to consider the prevention of risks and protection of persons who may be exposed to risks;
 - (e) no Contractor will by any act or omission do anything that would cause the Developer to breach or be prosecuted under the HS Act and/or the CDM Regulations; and
 - (f) each Contractor at all times has due regard to the protection and safety of members of the public and their property on the Site, adjoining land owners and their property, visitors to the Site and their property and will at all times comply with the requirements of the Health and Safety Executive, the HS Act and all rules codes and regulations (including the CDM Regulations) and legislation relating to the health and safety of workers, and to the undertaking of construction works.

8.4 Insurance

- 8.4.1 The Developer shall procure that at all times during the carrying out of the Scheme there shall be maintained full and proper insurance policies including policies in respect of all buildings upon the Site and all works undertaken in carrying out the Works and the Scheme and all unfixed goods and materials in connection with such works for, in every case, the full reinstatement or replacement costs of them from time to time including professional fees.
- 8.4.2 The Developer shall supply evidence of such insurance policies (satisfactory to the GLA) within ten (10) Business Days of renewal or written request from the GLA.
- 8.4.3 If any building upon the Site or any works forming part of the Works or the Scheme or any materials or goods required to undertake such works are destroyed or damaged (other than as necessary as part of the carrying out of the Works or the Scheme), the Developer shall procure the rebuilding, reinstatement or replacement of such building, work, goods or materials in accordance with the provisions of this Agreement as soon as reasonably practicable. If the insurance proceeds shall be insufficient the Developer shall make up any deficiency out of its own monies.
- 8.4.4 The Developer shall not do or permit or suffer to be done anything which may render any policy or policies of insurance void or voidable.
- 8.4.5 The Developer shall meet all Cost Overruns from its own resources.

9 Notifications, reporting and audit

9.1 The Developer shall notify the GLA:

- 9.1.1 promptly upon any material change (whether actual or estimated) required to the Scheme Details other than any change permitted under this Agreement;
- 9.1.2 promptly upon becoming aware of any event which might have a Material Adverse Effect on:
- (a) the Developer; or
 - (b) any aspect of the Scheme including, but not limited to, any Milestone Failure;
- 9.1.3 as soon as reasonably practicable on becoming aware of any claim brought against the Developer in relation to the Scheme arising out of or relating to the activities of the Developer and/or the Funding or pursuant to the Senior Finance Documents;
- 9.1.4 promptly upon there being a proposed material change to the Scheme Project Documents to which it is a party;
- 9.1.5 within such periods as may be required under clause 10, of the occurrence of a Change in Control in respect of the Developer;

- 9.1.6 immediately upon the occurrence of an Event of Default;
- 9.1.7 promptly upon becoming aware of investigations into or findings of any breach of any equality or anti-discrimination legislation or regulations directly or indirectly related to the Works or the Scheme (or any part of them) whether the Developer and/or any Contractor and/or any other third party is responsible for the breach or is the subject of the investigation (as appropriate) (such notice to be addressed to the GLA Senior Officer); and/or
- 9.1.8 immediately upon becoming aware of investigations into or findings of any breach of the DPA whether the Developer and/or any Contractor and/or any other third party is responsible for the breach or is the subject of the investigation (as appropriate) (such notice to be addressed to the GLA Senior Officer); and/or
- 9.1.9 immediately upon becoming aware that the Total Scheme Costs are 10% or more higher or lower than the Total Scheme Costs as shown in the Scheme Budget, net of any costs savings.

9.2 Resolution

In the event of notification by the Developer under this clause 9, if applicable and if requested by the GLA, the Developer will provide, together with such notification, a proposal for resolution or mitigation of the event and will take into account all representations of the GLA on such proposals.

9.3 Reporting

- 9.3.1 From the date of this Agreement until the Scheme Completion Date the Developer will, no later than fifteen (15) Business Days following the end of each Quarter Day and on the Scheme Completion Date, provide the GLA with the Quarterly Progress Report.
- 9.3.2 The Quarterly Progress Report shall provide such information as is reasonably required by the GLA including the following information, as appropriate to the Scheme for the quarter ending on such Quarter Day:
 - (a) the updated Cashflow, to the extent the same has been amended since the last Cashflow provided;
 - (b) progress against any Milestone Dates including any anticipated delays in achieving any Milestone Date;
 - (c) reasons for, and actions to mitigate, any delays;
 - (d) details of all Disposals;
 - (e) any health and safety issues;
 - (f) any Significant Event;
 - (g) any breach of any term or warranty of this Agreement or any agreement referred to herein;

- (h) any matter or event which would entitle the GLA to terminate this Agreement in whole or in part;
 - (i) any other issue requested on reasonable notice by the GLA (including without limitation at a previous meeting);
 - (j) in the case of the final Quarterly Progress Report of each calendar year, an update in relation to:
 - i the jobs and apprenticeships created and to be created by the Scheme; and
 - (k) in the case of the final Quarterly Progress Report, full details of any estate or interest in the Scheme which has not been disposed of by the Developer.
- 9.3.3 Each Quarterly Progress Report shall certify that the information set out therein is true and correct and be signed by the Developer Senior Officer.
- 9.3.4 The Developer shall promptly provide the GLA with copies of all reports, documents and information about its business at the same time as they are provided to the Senior Lender pursuant to the Senior Finance Documents.
- 9.3.5 From the date which is 12 months after the date upon which the confirmations are provided pursuant to clause 5.3.2(a), the Developer shall provide to the GLA a report from an independent third party acceptable to GLA (acting reasonably) which contains a review of the energy generation and performance of the district heating and cooling system.
- 9.3.6 The Developer shall supply to the GLA certified as fairly representing the Developer's financial condition as at the end of the period to which they relate and of the results of its operations for such period:
 - (a) as soon as the same are available (and in any event within 120 days of the end of each financial year) the annual report and accounts of the Developer for that financial year;
 - (b) as soon as the same are available (and in any event within 30 days of the end of each of its financial quarters) its quarterly management accounts (in a form previously agreed with the GLA and containing a statement of income and expenditure and a balance sheet) together with a comparison of the Developer's performance against its then current annual budget and separate quarterly management accounts for District Heating Distribution Infrastructure which demonstrate that Funding advanced in respect of such Development Costs is not being improperly used to cross subsidise the development of the Market Dwellings on the Scheme; and
 - (c) promptly a copy of each valuation report provided to its Senior Lender where such valuation report includes a valuation of the Site or any part thereof;

- 9.3.7 The Developer shall provide to the GLA a copy of the Final Certificate promptly upon receiving it.
- 9.3.8 The GLA may call a meeting with the Developer at any time during office hours provided that the GLA:
- (a) gives reasonable prior written notice of such meeting; and
 - (b) includes with the notice (or circulates within 10 Business Days of the notice) an agenda for such meeting.
- 9.3.9 The GLA and the Developer shall use all reasonable endeavours to ensure that any representatives at any meeting held pursuant to this clause 9 have the necessary authority and knowledge to deal with the items on the agenda for such meeting.
- 9.3.10 Subject to the prior approval of the other party (such approval not be unreasonably withheld) either party may request that additional persons attend a meeting to provide detailed or particular advice or information.
- 9.3.11 Save as otherwise agreed between the parties, any meeting under this clause 9 shall be minuted by the Developer and such minutes shall be distributed within ten (10) Business Days following the meeting to the GLA and any other attendee.
- 9.3.12 Nothing in this clause 9.3 shall prevent the GLA from requesting (whether on behalf of itself or any Government office) at any other time information from the Developer in respect of any of the items listed in this clause 9.3 and the Developer shall promptly respond to any such request.

9.4 Inspection and audit facilities

- 9.4.1 The Developer shall, as and when requested by the GLA, make available on an Open Book basis and in a timely manner to the GLA where required in connection with this Agreement or the Scheme a copy of each of:
- (a) all data, materials, documents and accounts of any nature created, acquired or brought into existence in any manner whatsoever by or on behalf of the Developer for the purposes of this Agreement; and
 - (b) all such data, materials, documents and accounts created, acquired or brought into existence by the Developer's officers, employees, agents or consultants relating to the Scheme and which have been supplied to the Developer for the purposes of this Agreement.
- 9.4.2 The Developer shall at all times:
- (a) maintain a full record of particulars of all the income received and expenditure incurred by the Developer in respect of the Scheme;
 - (b) when required to do so by the GLA, provide a summary of any of the income and expenditure referred to in clause 9.4.2(a) as the GLA may

require to enable it to monitor the performance by the Developer of its obligations under this Agreement; and

- (c) provide such facilities as the GLA may require for its representatives to visit any place where the records are held and examine the records maintained under this clause 9.4.

9.4.3 Compliance with the above shall require the Developer to keep (and where appropriate shall procure that Contractors shall keep) separate books of account (from those relating to any business, activity or operation carried on by the Developer and/or any Contractor and which do not directly relate to the Scheme) in accordance with good accountancy practice with respect to the Scheme showing in detail:

- (a) income (including Receipts);
- (b) administrative overheads where directly attributed or where apportioned on a pro rata basis;
- (c) payments made to Contractors;
- (d) capital and revenue expenditure;
- (e) VAT incurred on all items of expenditure where the Developer has received funding under this Agreement in respect of such VAT, including the rate of such VAT and full details of the recovery (or not) by the Developer of such VAT as input tax from HM Revenue & Customs or other competent authority;
- (f) any balances in any account or fund held for the purpose of servicing any debts relating to the Scheme; and
- (g) such other items as the GLA may require in order to conduct (itself or through a third party) cost audits for verification of income, cost expenditure or estimated expenditure, for the purpose of any of the provisions of this Agreement

and the Developer shall have (and procure that, to the extent expressly agreed, each Contractor shall have) the books of account evidencing the items listed in this clause 9.4 available for inspection by the GLA upon reasonable notice, and shall submit a report of these to the GLA as and when requested.

9.4.4 On the expiry of this Agreement or (if earlier) upon termination thereof, the Developer shall, if requested to do so, deliver up to the GLA copies of all the data, materials, documents and accounts referred to in this clause 9.4 which it has in its possession, custody or control which the GLA may require for audit purposes and shall use reasonable endeavours to procure (where such data, materials, documents and accounts are not in the possession of the Developer) the handing over to the GLA of copies such data, materials, documents and accounts referred to in clause 9.4 or as otherwise directed by the GLA.

- 9.4.5 The Developer must for a period of 10 (ten) years from the Scheme Completion Date retain all of the data, documents, materials and accounts referred to in this clause 9.4 and the Developer may retain such data, documents, materials and accounts in electronic form only which may for the avoidance of doubt comprise copies where the originals have been supplied to the GLA pursuant to this clause 9.

10 Change in control or financial circumstances

10.1 Change in Control

- 10.1.1 During the term of this Agreement, where there is any Change in Control (or any proposed Change in Control) in
- (a) the Developer; or
 - (b) the Holding Company of the Developer,
- the provisions of clauses 10.1.2 - 10.1.6 (inclusive) shall apply.
- 10.1.2 Save in the event that (i) the Developer is a public limited company and is prohibited by listing rules from doing so or (ii) a Change in Control occurs automatically by operation of law and accordingly without the Developer being able to notify in advance, the Developer shall notify the GLA prior to any Change in Control referred to at clause 10.1.1 and in accordance with clause 10.1.3 seek the GLA's consent to such Change in Control provided that:
- (a) this clause shall not be interpreted as creating a legal fetter on the right of the Developer from undertaking a Change in Control; and/or
 - (b) where the circumstances identified in (i) or (ii) above occur, the Developer shall notify the GLA as soon as is practicable after the Change in Control has occurred and seek the GLA's consent to the Change in Control and where the GLA does not consent, such application for consent shall be determined in accordance with clauses 10.1.3 and 10.1.4.
- 10.1.3 The consent of the GLA under clause 10.1.2 will not be unreasonably withheld or delayed provided that the GLA is notified about any proposed Change in Control and receives all the information required under clause 10.1.5 at least 25 Business Days prior to the Change in Control being effected or, as appropriate, in accordance with clause 10.1.2 and the GLA hereby records its intention (but without fettering its rights hereunder) to look favourably on applications for consent to Change in Control which are either received from a company whose shares are listed on a recognised investment exchange as such expression is defined in the Financial Services and Markets Act 2000 or which will not materially and adversely affect the delivery of the Scheme.
- 10.1.4 Without prejudice to the generality of clause 10.1.3, it shall be reasonable for the GLA to withhold its consent either at the date when application for consent to Change in Control is made to the GLA or after that date but before the GLA's consent is given if the proposed Controller does not have sufficient:

- (a) financial standing;
- (b) organisational standing and capacity; or
- (c) reputation

for it to be reasonable for the GLA to assume that it will ensure that the Developer complies with this Agreement.

10.1.5 The application for consent to Change in Control must be accompanied by:

- (a) full written details setting out all the terms and conditions of the Change in Control reasonably necessary for the GLA to assess whether the delivery of the Scheme might be affected and/or whether the proposed Controller has sufficient financial standing, organisational standing and capacity and reputation for it to be reasonable for the GLA to assume the proposed Controller will be able to comply with this Agreement;
- (b) if available, where the proposed Controller is an incorporated body certified copies of the proposed Controller's audited accounts for each of the two (2) financial years immediately preceding the date of the application for consent to the Change in Control, the latest audited accounts being to a date not more than ten (10) months before the date of the application insofar as available for recently incorporated bodies;
- (c) if available, references from the proposed Controller's bankers confirming that the proposed Controller is considered good for the obligations of the Developer under this Agreement; and
- (d) an undertaking from the Developer's solicitors requesting consent to Change in Control or for the proposed Controller to pay the reasonable costs, disbursements and any VAT on them which may properly be incurred by the GLA in:
 - i considering the application (whether or not consent is granted); and
 - ii granting consent (if it is granted).

10.1.6 If at any time before the proposed Change in Control has been effected any of the reasons for withholding consent specified in clause 10.1.4 apply the GLA may revoke its consent to such proposed Change in Control by written notice to the Developer.

10.2 **Change in financial circumstances**

10.2.1 The Developer shall notify the GLA promptly where there is or has been any change in its financial circumstances which has or might have a Material Adverse Effect, including for the avoidance of doubt any withdrawal or reduction of any Senior Lender Debt Funding.

10.2.2 In the event that the GLA believes that any change notified to it pursuant to clause 10.2.1 or which it otherwise becomes aware of has or might have a

Material Adverse Effect, the GLA shall be entitled to exercise any of the rights and remedies set out in clause 11.

10.3 Notice

For the avoidance of doubt, any notice provided under this clause 10 shall also be a notice for the purposes of the equivalent clause 10 in the Infrastructure Funding Agreement.

11 Events of Default

11.1 An Event of Default occurs where:

- 11.1.1 The Developer fails to pay any sum due under a Finance Document on the due date for payment thereof provided that such failure to pay any amount due hereunder is due solely to technical delays or administrative or technical error and such amount is paid within three (3) Business Days, no Event of Default shall occur;
- 11.1.2 a Milestone Failure occurs or is in the opinion of the GLA likely to occur (having regard to the information supplied pursuant to clause 9.3) and such Milestone Failure is not the result of or caused by a Milestone Extension Event;
- 11.1.3 the Developer fails to perform and/or observe any obligation or restriction on it under any Finance Document or Scheme Project Document (to which it is a party) which would have a Material Adverse Effect;
- 11.1.4 any Repeating Representation or warranty or covenant made by the Developer pursuant to clause 3 is incorrect in any material respect when made or repeated and which would have a Material Adverse Effect as a result;
- 11.1.5 an event or circumstance occurs in relation to the Developer that might have a Material Adverse Effect;
- 11.1.6 a Finance Document is not or ceases to be effective or to have the priority expressed in it or is alleged by any person (other than the GLA) to be ineffective or not to have such priority for any reason;
- 11.1.7 any Consent is withdrawn or revoked, where such withdrawal or revocation is likely to have a Material Adverse Effect;
- 11.1.8 the Developer or where applicable any Sub-Contractor, employee, officer or agent commits any Prohibited Act (in respect of which the Waiver Condition has not been satisfied);
- 11.1.9 cross defaults:
 - (a) any Financial Indebtedness of the Developer is not paid when due nor within any originally applicable grace period;
 - (b) any Financial Indebtedness of the Developer is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described);

- (c) any commitment for any Financial Indebtedness of the Developer is cancelled or suspended by a creditor of the Developer as a result of an event of default (however described); or
- (d) any creditor of the Developer becomes entitled to declare any Financial Indebtedness due and payable prior to its specified maturity as a result of an event of default (however described);

in each case which would have a Material Adverse Effect;

- 11.1.10 there is a default under any of the Finance Documents or the Scheme Project Documents such that in the opinion of the GLA delivery of the Scheme is unlikely to be achieved;
- 11.1.11 there is any Change in Control of the Developer without the prior consent of the GLA given in accordance with clause 10;
- 11.1.12 the Developer is subject to any Insolvency Event and/or ceases trading;
- 11.1.13 the GLA considers that the Developer or any Contractor does not have sufficient funds or resources available to them to complete the Works and the Scheme in accordance with the Scheme Details;
- 11.1.14 the Developer is convicted of an offence of dishonesty;
- 11.1.15 any material Scheme Project Document to which it is a party is terminated without the prior consent of the GLA; or
- 11.1.16 the Developer becomes classified as a public body for accounting purposes.

11.2 Where an Event of Default has occurred and is continuing the GLA may by notice to the Developer:

- 11.2.1 require the Developer to prepare a plan to remedy and/or mitigate the effects of the Event of Default and submit the plan to the GLA within twenty (20) Business Days of such request for approval; and/or
- 11.2.2 suspend or alter the timing of the payment of Funding for such period as the GLA will determine in its sole discretion; and/or
- 11.2.3 reduce the Total Commitment; and/or
- 11.2.4 enforce any of the Finance Documents in its sole discretion; and/or
- 11.2.5 require the Developer to immediately repay the Funding in accordance with the provisions of clause 6.1.4 and all other amounts due under this Agreement; and/or
- 11.2.6 terminate this Agreement in which case the GLA will have no obligation to provide any further Funding and will be entitled to require the Developer to immediately repay the Funding in accordance with the provisions of clause 6.1.4 and all other amounts due under this Agreement.

- 11.3 In relation to the exercise by the GLA of its rights under clause 11.2:
- 11.3.1 the exercise by the GLA of its rights under clause 11.2.1 will be without prejudice to any other right of action or remedy of the GLA (including any claim for damage) in respect of the Event of Default; and
- 11.3.2 if in the sole opinion of the GLA, the Event of Default is capable of remedy, the Developer will, after notice from the GLA, remedy the Event of Default to the GLA's satisfaction within such period as the GLA will determine and following such remedy to the GLA's satisfaction the GLA will not continue such suspension. During such period of time, there will not be an Event of Default.
- 12 **Public relations and publicity**
- 12.1 Save as specified in the GLA's marketing requirements or otherwise set out in this clause 12, the Developer shall not and shall procure that no Contractor, officer, employee or agent shall communicate with any representative of any press, television, radio or other communications media on any matter concerning this Agreement without the GLA's prior written consent (not to be unreasonably delayed).
- 12.2 The GLA will have the right to approve any announcement in relation to this Agreement, the Scheme and the Housing Zones Programme before it is made.
- 12.3 The Developer shall:
- 12.3.1 notify the GLA's Press Office and Communications Team (from time to time) in advance of any publicity plan, event or communication which it proposes to implement, hold or issue;
- 12.3.2 ensure that pro-active positive press releases issued in respect of the Scheme acknowledge in the body of their text the fact and amount of the GLA's contribution to the Scheme;
- 12.3.3 ensure that such wording as the GLA may require from time to time is included within all press releases in respect of the Scheme;
- 12.3.4 not produce any publication touching or concerning the Works or the Scheme, the Agreement (or the performance of it by either party) without the prior written approval of the GLA save where such publication is in the overwhelming public interest (and in any event without first consulting the GLA and allowing the GLA to make representations on such proposed disclosure);
- 12.3.5 comply with such requirements as to Site signage as the GLA may notify to it from time to time; and
- 12.3.6 ensure that any publicity material prepared in relation to the Scheme includes the logo of the GLA and/or the logo of any other organisation advised from time to time by the GLA.
- 12.4 The Developer grants to the GLA a non-exclusive, royalty free licence (to the extent it can grant such a licence) to use any photographs, records, images, articles or illustrations

relating to the Scheme undertaken by or for the Developer for use in any publicity or advertising, whether published alone or in conjunction with any other person.

12.5 During the term of this Agreement, the GLA grants the Developer a non-exclusive licence to use the GLA's logo only for the purposes of the Scheme. The Developer will not grant sub licences of this licence or any part of it or use such logo for any other purposes save where approved in advance by the GLA.

12.6 The Developer acknowledges that the GLA's logo is owned by and will remain the property of the GLA.

13 **Reputation of the parties**

13.1 The Developer will not, and will use all reasonable endeavours to procure that all Contractors will not knowingly do or omit to do anything in relation to the Finance Documents, the Scheme or in the course of their other activities that may bring the standing of the GLA into disrepute or attract adverse publicity for the GLA.

13.2 No party will publish any statement, orally or in writing, relating to the other party which might damage that other party's reputation or that of any of its officers or employees.

13.3 The Developer has not at any time, engaged in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010.

13.4 No Associated Person of the Developer has bribed another person (within the meaning given in section 7(3) of the Bribery Act 2010) intending to obtain or retain business or an advantage in the conduct of the business for the Developer, and the Developer has in place adequate procedures in line with guidance published by the Secretary of State under section 9 of the Bribery Act 2010 designed to prevent its Associated Persons from undertaking any such conduct.

13.5 Neither the Developer nor any of its Associated Persons is, or has, been the subject of any investigation, enquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Bribery Act 2010, and no such investigation, enquiry or proceedings are pending or to the best of the Developer's knowledge and belief having made all due enquiry have been threatened which, if adversely determined, might be expected to have a Material Adverse Effect and there are no circumstances likely to give rise to any such investigation, enquiry or proceedings.

13.6 The Developer is not ineligible to be awarded any contract or business under section 23 of the Public Contracts Regulations 2006 (SI 2006/5) or section 26 of the Utilities Contracts Regulations 2006 (SI 2006/6) (each as amended).

13.7 The Developer will not engage (directly or indirectly) in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010.

13.8 The Developer will maintain in place adequate procedures in line with guidance published by the Secretary of State under section 9 of the Bribery Act 2010 designed to prevent any Associated Person of a person from bribing another person (within the meaning given in section 7(3) of the Bribery Act 2010) intending to obtain or retain business or an advantage in the conduct of the business of a person. The Developer shall supply to the GLA, promptly on request of the GLA, copies of such documentation or other evidence as

is reasonably requested by the GLA to enable the GLA to satisfy itself that such procedures are in place.

- 13.9 The Developer shall supply to the GLA, promptly on becoming aware of them, details of any investigation, enquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence or alleged offence under the Bribery Act 2010 against it.

14 Confidentiality and freedom of information

14.1 Confidentiality

- 14.1.1 Each party recognises that under the Finance Documents it may receive Confidential Information belonging to the other.

- 14.1.2 Each party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to the GLA arising or coming to its attention during the currency of this Agreement to any third party without the prior written consent of the other party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under the relevant Finance Document.

- 14.1.3 The obligations of confidence referred to in clause 14.1 will not apply to any Confidential Information which:

- (a) is in, or which comes into, the public domain otherwise than by reason of a breach of a Finance Document or of any other duty of confidentiality relating to that information; or
- (b) is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
- (c) is lawfully in the possession of the other party before the date of this Agreement and in respect of which that party is not under an existing obligation of confidentiality; or
- (d) is independently developed without access to the Confidential Information of the other party.

- 14.1.4 Each party will be permitted to disclose Confidential Information to the extent that it is required to do so:

- (a) to enable the disclosing party to perform its obligations under any Finance Document or Scheme Project Document; or
- (b) by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under the FOIA and the EIR and the Developer acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and the

GLA may nevertheless be obliged to disclose such confidential information; or

- (c) by any regulatory body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
- (d) in order to give proper instructions to any professional adviser of that party who also has an obligation to keep any such Confidential Information confidential; or
- (e) to meet reasonable information requests from the Senior Lender (or the Senior Lender's professional advisers or insurance advisers) to the extent that such disclosure is necessary to the performance of this Agreement; or
- (f) in the course of managing its tax affairs or those of any of its affiliates.

14.1.5 The Developer will ensure that all Confidential Information obtained from the GLA under or in connection with any Finance Document:

- (a) is given only to such of its and the Developer's employees, professional advisors, Contractors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of the Finance Document and only to the extent necessary for the performance of that Finance Document; and
- (b) is treated as confidential and not disclosed (without the GLA's prior written approval) or used by any such staff or professional advisors, Contractors or consultants otherwise than for the purposes of that Finance Document; and
- (c) where it is considered necessary in the opinion of the GLA and where requested by the GLA, the Developer will procure that such staff, professional advisors, Contractors, Sub-Contractors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.

14.1.6 Nothing in this clause 14.1 shall prevent the GLA:

- (a) disclosing any Confidential Information for the purpose of:
 - i the examination and certification of the GLA's accounts; or
 - ii any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the GLA has used its resources; or
- (b) disclosing any Confidential Information obtained from the Developer:
 - i to any other department, office or agency of the Crown; or

- ii to any person engaged in providing any services to the GLA for any purpose relating to or ancillary to a Finance Document or any person conducting an Office of Government Commerce gateway review;
 - (c) provided that in disclosing information under clauses 14.1.6(b)i or 14.1.6(b)ii the GLA discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- 14.1.7 Nothing in this clause 14.1 shall prevent a party from using any techniques, ideas or know-how gained during the performance of the Finance Documents in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.
- 14.1.8 Nothing in the clause 14.1 shall prevent the GLA from publishing information relating to Total Scheme Costs, Total Commitment, locational characteristics of a Scheme and/or Dwelling numbers.

14.2 Freedom of information

- 14.2.1 The Developer acknowledges that the GLA is subject to legal duties which may require the release of information under the FOIA and/or the EIR and that the GLA may be under an obligation to provide Information subject to a Request for Information.
- 14.2.2 The GLA shall be responsible for determining in its absolute discretion whether:
 - (a) any Information is Exempted Information or remains Exempted Information; or
 - (b) any Information is to be disclosed in response to a Request for Information

and in no event shall the Developer respond directly to a Request for Information to which the GLA is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the GLA unless otherwise expressly authorised to do so by the GLA.

- 14.2.3 Subject to clause 14.2.4 below, the Developer acknowledges that the GLA may be obliged under FOIA or EIR to disclose Information:
 - (a) without consulting the Developer ; or
 - (b) following consultation with the Developer and having taken (or not taken, as the case may be) its views into account.
- 14.2.4 Without in any way limiting clauses 14.2.2 and 14.2.3, in the event that the GLA receives a Request for Information, the GLA will, where appropriate, as soon as reasonably practicable notify the Developer. Subject always to clause 14.2.2,

the GLA shall consider any reasonable and timely representations made by the Developer regarding the application of exemptions to the requested information.

14.2.5 The Developer will assist and co-operate with the GLA as requested by the GLA to enable the GLA to comply with its disclosure obligations under the FOIA and the EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that the Developer and its agents, Contractors and sub-contractors will), at their own cost:

- (a) transfer any Request for Information received by the Developer to the GLA as soon as practicable after receipt and in any event within two (2) Business Days of receiving a request for information;
- (b) provide all such assistance as may be required from time to time by the GLA and supply such data or information as may be requested by the GLA;
- (c) provide the GLA with any data or information in its possession or power in the form that the GLA requires within five (5) Business Days (or such other period as the GLA may specify) of the GLA requesting that Information; and
- (d) permit the GLA to inspect any records as requested from time to time.

14.2.6 Nothing in this Agreement will prevent the GLA from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under the FOIA and / or the EIR in relation to any Exempted Information.

14.2.7 To the extent that the Developer becomes a FOIA Authority subject to the FOIA and the EIR during the course of this Agreement this clause will apply mutatis mutandis to both parties.

14.2.8 The obligations in this clause 14.2 will survive the expiry or termination of the Finance Documents for a period of two (2) years or, in respect of any particular item of Confidential Information, until such earlier time as that item of Confidential Information reaches the public domain otherwise than by reason of a breach of a Finance Document or of any other duty of confidentiality relating to that information.

14.3 Publication of information before Parliament

The Developer acknowledges that the National Audit Office has the right to publish details of the Finance Documents in its relevant reports to Parliament.

15 Data protection

15.1 The Developer warrants and represents that it has obtained all necessary registrations, notifications and consents required by Data Protection Legislation to Process Personal Data for the purposes of performing its obligations under this Agreement.

- 15.2 The Developer undertakes that to the extent that the Developer and/or any of its employees receives, has access to and/or is required to Process Personal Data on behalf of the GLA (**GLA's Personal Data**) for the purpose of performing its obligations under this Agreement it will at all times comply with the provisions of Data Protection Legislation for the time being in force, including without limitation the Data Protection Principles set out in Schedule 1 of the DPA and (from 25 May 2018) Article 5 of the GDPR. In particular, the Developer agrees to comply with the requirements and obligations imposed on the Data Controller in the Seventh Data Protection Principle set out in Schedule 1 of the DPA (and from 25 May 2018 only) Article 5(1)(f) of the GDPR namely:
- 15.2.1 the Developer shall at all material times have in place and maintain appropriate technical and organisational security measures designed to safeguard against accidental or unlawful destruction, accidental loss, alteration, unauthorised or unlawful disclosure of or access to GLA's Personal Data and any person it authorises to have access to any GLA's Personal Data will respect and maintain the confidentiality and security of GLA's Personal Data. This includes the obligation to comply with any records management, operational and/or information security policies operated by the GLA, when performing its obligations under this Agreement on the GLA's premises and/or accessing their manual and/or automated information systems. These measures shall be appropriate to the harm which might result from any unauthorised Processing, accidental loss, destruction or damage to the Personal Data which is to be protected.
 - 15.2.2 the Developer shall only Process Personal Data for and on behalf of the GLA for the purpose of performing its obligations under this Agreement in accordance with this Agreement, or as is required by Law or any Regulatory Body, and where necessary only on written instructions from the GLA to ensure compliance with Data Protection Legislation; and
 - 15.2.3 the Developer shall allow the GLA to audit the Developer's compliance with the requirements of this clause 15 on reasonable notice and/or, at the GLA's request, provide the GLA with evidence of the Developer's compliance with the obligations within this clause 15.
- 15.3 The Developer undertakes not to disclose or transfer any of the GLA's Personal Data to any third party without the prior written consent of the GLA, ensuring that the obligations set out in this clause 15 are imposed on such third parties by way of contract, save that without prejudice to clause 15.2 the Developer shall be entitled to disclose the GLA's Personal Data to employees to whom such disclosure is reasonably necessary in order for the Developer to perform its obligations under this Agreement, or to the extent required under a court order.
- 15.4 The Developer shall:
- 15.4.1 take reasonable steps to ensure the reliability of any person who has access to the Personal Data;
 - 15.4.2 ensure that any Developer Party required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 15;

- 15.4.3 ensure that none of any Developer Party publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the GLA;
- 15.4.4 provide a written description of the technical and organisational methods employed by the Developer for Processing Personal Data (within the timescales required by the GLA); and
- 15.4.5 not Process Personal Data outside the European Economic Area without the prior written consent of the GLA and, where the GLA consents to a transfer, to comply with:
 - (a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA (and from 25 May 2018 only the applicable parts of Chapter V of the GDPR) by providing an adequate level of protection to any Personal Data that is transferred; and
 - (b) any reasonable instructions notified to it by the GLA.
- 15.5 The Developer agrees to use all reasonable efforts to assist the GLA to comply with such obligations as are imposed on the GLA by Data Protection Legislation. For the avoidance of doubt, this includes the obligation to:
 - 15.5.1 provide to the GLA such access as may be reasonably required from time to time to all Personal Data stored or Processed in performing its obligations under this Agreement in order to enable the GLA to meet its obligations to respond to Data Subject Requests;
 - 15.5.2 provide the GLA with reasonable assistance in complying with any Data Subject Requests for information served on the GLA;
 - 15.5.3 notify the GLA (within three (3) Business Days) about the receipt of any Data Subject Request received by the Developer or complaint or request relating to the GLA's obligations under Data Protection Legislation and not disclose or release any information (including the GLA's Personal Data) in response to such a request or complaint without first consulting with the GLA where the information sought relates to the GLA, its employees, agents and/or its business operations; and
 - 15.5.4 provide the GLA with full co-operation and assistance in relation to any complaint of request made, including by:
 - (a) providing the GLA with full details of the complaint on request;
 - (b) complying with a Data Subject Requests within the relevant timescales set out in Data Protection Legislation and in accordance with the GLA's instructions;
 - (c) providing the GLA with any Personal Data it holds in relation to a Data Subject (within the timescales required by the GLA); and
 - (d) providing the GLA with any information requested by the GLA.

- 15.6 The Developer shall comply at all times with Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the GLA to breach any of its applicable obligations under Data Protection Legislation.
- 15.7 The Developer shall indemnify the GLA against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by the GLA as a result of the Developer's destruction of and/or damage to any of the GLA's Personal Data processed by the Developer, its employees, agents, or any breach of or other failure to comply with the obligations in Data Protection Legislation and/or this clause 15 by the Developer, its employees, agents or sub-contractors.
- 15.8 If the Developer becomes aware of any unauthorised or unlawful Processing, accidental alteration, loss, destruction or disclosure of, or damage or access to, the GLA's Personal Data, the Developer shall:
- 15.8.1 Notify the GLA without undue delay after becoming aware of that event (and in any event within 24 hours of becoming so aware);
 - 15.8.2 Implement any measures necessary to restore the security and integrity of any compromised Personal Data; and
 - 15.8.3 Provide the GLA with support and co-operation in respect of the Notification Requirement
- 15.9 The Developer shall appoint and identify an individual within its organisation authorised to respond to enquiries from the GLA concerning the Developer's Processing of the GLA's Personal Data and will deal with all enquiries from the GLA relating to such Personal Data promptly, including those from the Information Commissioner and will to the extent reasonably necessary co-operate with and assist in ensuring compliance with any Data Subject Rights relating to the GLA's Personal Data, compliance with the Notification Requirements, and in the defence or management of any enforcement action or assessment by the Information Commissioner or any other competent authority in relation thereto.
- 15.10 The Developer undertakes to include obligations no less onerous than those set out in this clause 15, in all contractual arrangements with agents engaged by the Developer in performing its obligations under this Agreement to the GLA.
- 15.11 The Developer undertakes to act upon the reasonable instructions from the GLA in relation to the secure deletion or return of the GLA's Personal Data at the termination or expiry of this Agreement or such time that the Developer no longer requires access to the GLA's Personal Data for the purposes of performing its obligations under this Agreement.
- 16 **Intellectual property**
- 16.1 Subject to the provisions of this clause 16 the Developer hereby grants, to the extent it can grant, to the GLA a perpetual, transferable, non-exclusive, royalty-free licence (carrying the right to grant sub-licences) to copy, use (from computer disk or otherwise) and to make publicly available all and any Intellectual Property Rights, drawings, reports, specifications, calculations and other documents and information provided by the Developer or which are or become owned by the Developer and which relate to the Scheme, for any purpose either relating to this Agreement or to the dissemination by the GLA of Best Practice.

16.2 To the extent that any of the data, materials and documents referred to in clause 16.1 are generated by or maintained on a computer or in any other machine readable format, the Developer shall if requested by the GLA procure for the benefit of the GLA at the cost of the Developer the grant of a licence or sub-licence for the term of this Agreement and supply any relevant software and/or database to enable the GLA making such request to access and otherwise use such data for the purposes referred to in clause 16.1.

16.3 No party shall infringe any third party's Intellectual Property Rights in connection with this Agreement.

16.4 The Developer shall fully indemnify the GLA within five (5) Business Days of demand under this clause 16.4 against:

16.4.1 any action, claim, demand, proceeding, cost, charge or expense arising from or incurred by it by reason of any infringement or alleged infringement of any Intellectual Property Rights of any third party by the activities described in this clause 16 or any breach by the Developer of this clause 16; and

16.4.2 all costs and damages of any kind which the GLA may incur in connection with any actual or threatened proceedings before any court or adjudication body in relation to any infringement or alleged infringement of any Intellectual Property Rights of any third party by the activities described in this clause 16 or any breach by the Developer of this clause 16

save where such action, claim, demand, proceeding, cost, charge, damages or expense arises from the gross negligence or wilful default of the GLA.

16.5 The Developer shall only be entitled to revoke the licence granted to the GLA under clause 16.1 on the termination of the whole of this Agreement.

16.6 The Developer shall provide whatever assistance and explanation is required by the GLA to enable it to disseminate Best Practice (including the methods by which the Works were conducted).

16.7 The GLA's decision as to what constitutes Best Practice shall be final (and the GLA acknowledges that it does not intend to use this clause 16.7 to make commercially sensitive information publicly available).

16.8 The GLA shall be entitled to amend any of the Intellectual Property Rights or information provided under this clause 16 or to combine them with any other information or know how as it thinks fit when compiling and publishing Best Practice in exercise of the right conferred under clause 16.1.

17 **Further assurance**

At any time upon the written request of the GLA the Developer will promptly execute and deliver or procure the execution and delivery of any and all such further instruments and documents as may be necessary for the purpose of obtaining for the GLA the full benefit of this Agreement or any other Finance Document and of the rights and powers therein granted and the Developer hereby appoints the GLA as its attorney solely for that purpose.

18 **Indemnity**

The Developer shall:

18.1 be liable for and will indemnify the GLA in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the GLA or otherwise or any claim by any third party arising out of or in the course of or caused or contributed to by the Developer and/or the performance or non performance or delay in performance by the Developer of its obligations under any of the Finance Documents except to the extent that the same is due to any wilful neglect, negligence or wilful default of the GLA; and

18.2 be liable for and shall indemnify the GLA against any expense, liability, loss, claim or proceedings arising directly or indirectly from or in connection with any breach of the terms of this Agreement by or otherwise through the default or negligence of the Developer.

19 Senior Officers

19.1 Authority of the Developer Senior Officer

The Developer represents to the GLA that the Developer Senior Officer has full authority to act on its behalf for all purposes under the Finance Documents. The GLA and the GLA Senior Officer are entitled to treat any act of the Developer Senior Officer in connection with the Finance Documents as being expressly authorised by the Developer (save where the Developer has notified the GLA that such authority has been revoked) and the GLA will not be required to determine whether any express authority has in fact been given.

19.2 Developer Senior Officer's power to delegate

The Developer Senior Officer may authorise any of its subordinates to exercise its powers under the Finance Documents by notice to the GLA.

19.3 Authority of GLA Senior Officer

The GLA represents to the Developer that the GLA Senior Officer has full authority to act on its behalf for all purposes under the Finance Documents. The Developer is entitled to treat any act of the GLA Senior Officer in connection with the Finance Documents as being expressly authorised by the GLA (save where the GLA has notified the Developer that such authority has been revoked) and the Developer will not be required to determine whether any express authority has in fact been given.

19.4 GLA Senior Officer's power to delegate

GLA Senior Officer may authorise any of its subordinates to exercise any of its powers under any Finance Document by notice to the Developer.

19.5 Notices

Subject to clause 28, any notice, information, instructions or public communication given in writing to GLA Senior Officer or the Developer Senior Officer will be deemed to have been given to their respective appointing party.

20 No agency, partnership or employment

20.1 Nothing in this Agreement or otherwise shall be held, implied or deemed to constitute a partnership, joint venture or other association or, save as expressly provided, the relationship of principal and agent between the parties for any purpose whatsoever.

20.2 The Developer shall at all times be independent and nothing in this Agreement shall be construed as creating the relationship of employer and employee between the GLA and the Developer. Neither the Developer nor any of its respective employees shall at any time hold itself or themselves out to be an employee of the GLA.

20.3 The Developer will not say or do anything which may pledge the credit of or otherwise bind the GLA or that may lead any other person to believe that the Developer is acting as the GLA.

21 Assignment and sub contracting

21.1 Save in the case of statutory transfers and subject to clause 21.2, the GLA may not assign, transfer or novate its rights and/or obligations under this Agreement to any other party without the Developer's consent (such consent not to be unreasonably withheld).

21.2 Notwithstanding clause 21.1, the GLA may assign, transfer or novate its rights and/or obligations under this Agreement to any financial institution without Developer consent.

21.3 The GLA acknowledges and agrees that the Developer is entitled to assign all or any rights or remedies under this Agreement but only to any bank or building society providing finance pursuant to the Senior Finance Documents by way of security in a form acceptable to the GLA or as otherwise agreed by the GLA,

provided that in deciding whether to provide its consent under clause 21.3 the GLA will be entitled to act in its absolute discretion including with regard to any requirement that the proposed assignee provide as a precondition of such proposed assignment such form of performance bond or guarantee as the GLA may require having regard to the nature of the obligations to be undertaken by the proposed assignee and the general duty of the GLA to safeguard the application of public monies.

22 Value Added Tax

22.1 The parties understand, intend and agree that the Funding by the GLA under this Agreement is not consideration for any supply for Value Added Tax (VAT) purposes whether by the Developer or otherwise.

22.2 If, notwithstanding the agreement and understanding of the parties as set out in clause 22.1 above, it is determined that the Funding is consideration for a supply for VAT purposes, the Funding shall be treated as inclusive of any VAT.

22.3 All sums or other consideration payable to or provided by the Developer to the GLA at any time will be deemed to be exclusive of all VAT payable and where any such sums become payable or due or other consideration is provided, the Developer will pay to the GLA all the VAT payable upon the receipt of a valid VAT invoice.

23 Construction industry scheme

23.1 The remaining provisions of this clause 23 shall only apply if the GLA has received advice from an appropriately qualified independent professional that payments of the Funding are, or are likely to be, prima facie subject to withholding or deduction of tax pursuant to Chapter 3 (Construction Industry Scheme) Finance Act 2004 and/or the Income Tax (Construction Industry Scheme) Regulations 2005, or any successor or equivalent legislation or regulation, and has provided a copy of such advice to the Developer not less than 5 Business Days before the relevant date referred to in clause 23.2 together with a written request for the information referred to in clause 23.2.

23.2 Not later than (a) 21 Business Days before:

23.2.1 the date on which the first payment of Funding is due; or

23.2.2 where Regulation 6(4) of the Income Tax (Construction Industry Scheme) Regulations 2005 does not apply, the date on which any further payment of Funding is due,

or, if later (b) the date falling 5 Business Days after receipt by the Developer of the written request referred to in clause 23.1 above, the Developer will provide the GLA with its unique taxpayer reference and any other information which the GLA may be required to give to HMRC in order to verify the Developer's tax status.

23.3 The GLA will verify the Developer's tax status with HMRC in accordance with the FA Legislation and shall notify the Developer in writing at least 10 Business Days before the date on which a payment of Funding is due to be made if it intends to make any Statutory Deduction and at what rate.

23.4 The GLA shall be entitled to make such Statutory Deductions from any payment of Funding as it is required to make in accordance with the FA Legislation, at such rate as may be in force from time to time.

23.5 Where any error or omission has occurred in calculating or making the Statutory Deduction then:

23.5.1 in the case of an over-deduction, the GLA will correct that error by repayment of the sum over deducted to the Developer; and

23.5.2 in the case of an under-deduction, the Developer shall correct that error or omission by repayment of the sum under deducted to the GLA.

23.6 If compliance with the provisions of this clause 23 involves either the GLA or the Developer in not complying with any other term of this Agreement then the provisions of this clause 23 will take precedence.

24 No fettering of discretion/statutory powers

Nothing contained in or carried out pursuant to any Finance Document and no consents given by the GLA or the Developer will unlawfully prejudice the GLA's or the Developer's (as appropriate) rights, powers or duties and/or obligations in the exercise of its functions or under any statutes, byelaws, instruments, orders or regulations.

25 **Fees and Expenses**

25.1 **Costs**

Each party shall pay its own costs in connection with the negotiation, preparation, and execution of this Agreement.

25.2 **Drawdown, Variation and Enforcement Costs**

The Developer shall, forthwith on demand, pay to the GLA the amount of all costs and expenses (including legal fees and irrecoverable VAT relating thereto) incurred by it:

25.2.1 in connection with the satisfaction of all initial conditions precedent pursuant to clauses 5.1 (Initial Conditions Precedent) and 5.2 (Conditions Precedent to the First Claim for Funding) above;

25.2.2 in connection with the variation or amendment of, or the enforcement or preservation of any rights under, any Finance Document; or

25.2.3 in investigating any Event of Default which has occurred.

25.3 **Valuations**

25.3.1 The GLA may request a Valuation at any time.

25.3.2 The Developer shall promptly pay to the GLA the costs of:

(a) the initial Valuation provided or carried out pursuant to clause 5.2.2(d);

(b) any Valuation obtained by the GLA in relation to any Milestone; and

(c) any Valuation obtained by the GLA at any time when a Default is continuing or is reasonably likely to occur as a result of obtaining that Valuation.

25.4 The Developer must supply to the GLA a copy of any valuation of the Site the Developer obtains, promptly upon obtaining it.

25.5 **Monitoring Costs**

The Developer shall pay all reasonably and properly incurred costs, fees and expenses of the Monitoring Surveyor (which have been pre-agreed by the Developer) in relation to the Finance Documents.

26 **State Aid**

26.1 This Agreement is drafted with the intention that it is lawful and :

26.1.1 complies with the requirements of Chapter 1 and Article 46 of GBER to the extent that the Funding is applied for District Heating Distribution Infrastructure; and

26.1.2 complies more generally with State Aid law.

- 26.2 The Developer shall ensure that it co-operates with the GLA in relation to compliance with State Aid Law and if requested by the GLA it shall promptly provide the GLA with its books of account for the Scheme and any such other information, explanation and/or evidence (including procuring the same from any relevant third party) as the GLA may reasonably require to monitor compliance with the SGEI Decision, GBER and State Aid law.
- 26.3 The Developer shall also promptly and fully co-operate with any request for information or evidence or for it to provide an explanation to the GLA (to the extent this arises from compliance with requirements arising from State Aid law or if the Lender is required to provide to a third party such information or evidence either under legislation or by a Competent Authority).
- 26.4 If State Aid law ceases to apply in England then the parties may agree in writing to vary this agreement to the extent necessary to remove those obligations in this Agreement which require compliance with it.
- 26.5 If:
- 26.5.1 the District Heating Distribution Infrastructure generates an "operating profit" resulting in the Funding exceeding the difference between the eligible costs and the operating profit for the purposes of Article 46(6) of GBER, then the GLA will be entitled to recover any such amount from the Developer; and/ or
- 26.5.2 any or part of the Funding constitutes Incompatible State Aid then the GLA will be entitled to recover any such amount by which the Funding exceeds that difference from the Developer (together with any mandated interest); and
- in all of the instances set out in this clause 26.5 the Developer shall after receipt of a written demand for payment promptly pay to the GLA such amounts of overcompensation or Incompatible State Aid (as the case may be) as the GLA demands.

27 Co-operation

- 27.1 Each party undertakes to co-operate in good faith with the other to facilitate the proper performance of this Agreement and the delivery of the Scheme and in particular will (subject to clause 27.2):
- 27.1.1 use all reasonable endeavours to avoid unnecessary disputes and claims against the other party; and
- 27.1.2 not interfere with the rights of any other party (nor its employees, agents, representatives, contractors or subcontractors) in performing its obligations under this Agreement nor in any other way hinder or prevent any other party (nor its employees, members, agents, representatives, contractors or subcontractors) from performing those obligations provided that this provision shall not prevent any party from exercising its express rights under this Agreement.
- 27.2 Nothing in clause 27.1 shall:
- 27.2.1 interfere with the right of each of the parties to arrange its affairs in whatever manner it considers fit in order to perform its obligations under this Agreement

and in connection with the Scheme in the manner in which it considers to be the most effective and efficient; or

27.2.2 relieve a party from any obligation contained in this Agreement.

27.3 The Developer shall co-operate fully and in a timely manner with any reasonable request from time to time:

27.3.1 of any auditor (whether internal or external) of the GLA to provide documents, or to procure the provision of documents, relating to the Scheme, and to provide, or to procure the provision of, any oral or written explanation relating to the same; and/or

27.3.2 of the GLA where the GLA is required under any legislation to provide any document relating to the Scheme to any person.

28 **Notices**

28.1 Any notice to be given to the GLA hereunder shall be in writing addressed to the GLA Senior Officer and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by the Recorded Delivery Service addressed in the case of any party to the other party's registered office as set out at the beginning of this Agreement or to such other addresses a party may from time to time notify to the other in writing provided that such other address is within England and Wales.

28.2 Any notice shall be deemed to be given by the sender and received by the recipient:

28.2.1 if delivered by hand, when delivered to the recipient; or

28.2.2 if delivered by the Recorded Delivery Service, three (3) Business Days after delivery including the date of postage

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm it is to be regarded as received at 9.00am on the following Business Day.

29 **Rights of third parties**

Except as otherwise expressly provided no person who is not a party shall be entitled to enforce any terms of this Agreement solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

30 **Entire agreement**

30.1 This Agreement and the conditions herein contained together with the schedules constitute the entire agreement between the parties and may only be varied or modified in accordance with clause 38.

30.2 The Developer hereby acknowledges that save as set out or referred to in the Agreement there are and have been no representations made by or on behalf of the GLA of whatsoever nature on the faith of which the Developer is entering into this Agreement.

31 **Counterparts**

This Agreement may be executed in any number of counterparts and each counterpart will when executed be an original of this Agreement and all counterparts together will constitute one instrument.

32 **Severance**

If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be omitted from this Agreement and shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

33 **Cumulative rights and enforcement**

Any rights and remedies provided for in this Agreement whether in favour of the GLA or the Developer are cumulative and in addition to any further rights or remedies which may otherwise be available to those parties.

34 **Waiver**

34.1 The failure of any party at any one time to enforce any provision of this Agreement in no way affects its right thereafter to require complete performance by the other party, nor may the waiver of any breach or any provision be taken or held to be a waiver of any subsequent breach of any provision or be a waiver of the provision itself.

34.2 Where in this Agreement any obligation of a party is to be performed within a specified time that obligation shall be deemed to continue after that time if the party fails to comply with that obligation within the time.

34.3 Any waiver or release of any right or remedy of a party must be specifically granted in writing signed by that party and shall:

34.3.1 be confined to the specific circumstances in which it is given;

34.3.2 not affect any other enforcement of the same or any other right; and

34.3.3 (unless it is expressed to be irrevocable) be revocable at any time in writing.

35 **Disclaimer**

The GLA will not be liable to the other party for any advice given by a representative of the GLA. In addition, the GLA gives no assurance as to the suitability or viability of the Scheme and no endorsement of the same.

36 **Governing law**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

37 **Amendment**

The parties agree that this Agreement may be amended by agreement between the GLA and the Developer.

38 **No fetter on statutory functions**

Notwithstanding anything apparently or impliedly to the contrary in this Agreement or any of the deeds and documents referred to herein, in carrying out its statutory duties or functions the discretion of the GLA shall not be fettered, constrained or otherwise unlawfully affected by the terms of this Agreement or any such other deed or document.

39 **Survival of this agreement**

39.1 Insofar as any of the rights and powers of the GLA provided for in this Agreement shall or may be exercised or exercisable after the termination or expiry of this Agreement the provisions of this Agreement conferring such rights and powers shall survive and remain in full force and effect notwithstanding such termination or expiry.

39.2 Insofar as any of the obligations of the Developer provided for in this Agreement remain to be discharged after the termination or expiry of this Agreement the provisions of this Agreement shall survive and remain in full force and effect notwithstanding such termination or expiry.

40 **Miscellaneous**

40.1 Any approval by the GLA or any person on behalf of the GLA pursuant to this Agreement of any matter submitted by the Developer for approval will not be deemed to be an acceptance by the GLA of the correctness or suitability of the contents of the subject of the approval or consent.

40.2 The parties will and will ensure that their respective officers and employees will act at all times in a way which is compatible with the Convention Rights within the meaning of the Human Rights Act 1998.

40.3 A certificate by the GLA as to any sum payable hereunder by the Developer will be conclusive save in the case of manifest error.

In witness of which this Agreement has been duly executed as a deed and is delivered and takes effect on the date written at the beginning of this Agreement.

Schedule 1

Scheme Details

Scheme Name Hale Wharf

Scheme Information

Site Description Land on the north side of Ferry Lane, Hale Wharf, Tottenham, London N1

Scheme Description a residential led mixed use scheme to deliver the Outputs within the Tottenham Hale Housing Zone

Milestones and Milestone Dates:

Milestone	Date
Start on Site	30 June 2017
Start on Site – Phase 1	30 June 2020
Phase 2/3 (as defined in the Section 106 Agreement) Start on Site	31 March 2021
Phase 1 (as defined in the Section 106 Agreement) Completion Date	30 June 2022
Completion of Works in respect of District Heating Distribution Infrastructure	30 June 2022
Phase 2/3 (as defined in the Section 106 Agreement) Completion Date	30 June 2023
Scheme Completion Date	31 March 2026

Schedule 2

Development Costs

Heads of expenditure

Acquisition

Purchase price of land/Site/company

Stamp Duty Land Tax on the purchase price of land/Site/company

Other acquisition costs such as survey and valuation fees

Works

Main Works contract costs.

Major site development works (where applicable). These include piling, soil stabilisation, road/sewer construction, major demolition, canal tow path works.

Statutory agreements, associated bonds and party wall agreements (including all fees and charges directly attributable to such) where applicable.

Additional costs associated with complying with archaeological works and party wall agreement awards (including all fees, charges and claims attributable to such works) where applicable.

Irrecoverable VAT on the above (where applicable).

On costs

Legal fees and disbursements.

Net gains/losses via interest charges on development period loans.

Building society or other valuation and administration fees.

Fees for building control and planning permission.

Fees and charges associated with compliance with European Community directives, and the GLA's requirements relating to energy rating of Dwellings, Code for Sustainable-Homes certification and Housing Quality Indicators.

In-house or external consultants' fees, disbursements and expenses (where the development contract is a design and build contract) (see note below).

Insurance premiums including building warranty and defects/liability insurance.

Section 106/ section 278 costs.

Contract performance bond premiums.

Borrowing administration charges (including arrangement or facility fees, other due diligence fees, associated legal and valuation fees).

Marketing, letting, sale or other disposal fees (legal and agents).

Void costs of completed but unsold properties.

Schedule 3

Claim Form

To: Greater London Authority

From: [insert full name of Developer]

Date: []

Public Funding Agreement dated [] 2017 (the Public Funding Agreement)

41 We refer to the Public Funding Agreement. This is a Claim Form. Terms defined in the Public Funding Agreement have the same meaning in this Claim Form.

42 We wish to borrow Funding as follows:

42.1 Amount: [].

42.2 Date of drawdown: []

43 Payment Instructions

43.1.1 Bank name: [];

43.1.2 Bank branch/address: [];

43.1.3 Bank sort code: [];

43.1.4 Bank account number: []; and

43.1.5 Bank account name: [].

44 We confirm that each condition specified in clause [5.2][5.3] of the Public Funding Agreement required to be satisfied on the date of this Claim Form is so satisfied and we know of no reason why any condition specified in clause [5.2][5.3] to be satisfied on or before the date of drawdown will not be so satisfied.

45 We confirm compliance with each representation, warranty and covenant specified in the Public Funding Agreement.

46 We confirm that the Funding to be provided pursuant to this Claim Form will be used to meet Development Costs and such costs have been certified by the Monitoring Surveyor (evidence attached).

By:

Developer Senior Officer
for and on behalf of
[insert full name of Developer]

Deed of Covenant

BETWEEN

- WHEREAS

- NOW THIS DEED WITNESSETH as follows:-

48.1 The Purchaser hereby covenants with the GLA that as from the date of the transfer to the Purchaser of the Property the Purchaser shall:

- 48.1.1 ensure that any part of the Property which comprises the Hale Wharf and Pymmes Brook Bridges and/or the Public Access Infrastructure shall when completed be open to the general public without a fee on a non-discriminatory basis for at least the longer of, (a) their useful economic life, and (b) 15 years;
- 48.1.2 in relation to the Property, observe and perform the covenants and conditions on the part of the Developer contained in clause 3.6.2 (a) of the Principal Agreement;
- 48.1.3 promptly apply for a restriction in the following form to be registered against the title of the part of the Property comprising any part of the Hale Wharf and Pymmes Brook Bridges and/or the Public Access Infrastructure:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 3 of a Deed of Covenant dated [] and made between (1) the Greater London Authority and (2) [] have been complied with or that they do not apply to the disposition."

49 **Covenants by the GLA**

49.1 The GLA hereby covenants with the Purchaser and the Developer that:

- 49.1.1 within one calendar month of receiving a Deed of Covenant as prescribed in the Principal Agreement in duplicate it will execute and complete both parts and return one part to the Purchaser or its Conveyancer; and
- 49.1.2 on the date of this Deed of Covenant the Developer is released from its covenants to the GLA in the Principal Agreement but only in so far as the Purchaser has undertaken to comply with such covenants.

In witness of which this document has been duly executed as a deed and is delivered and takes effect on the date written at the beginning of this deed.

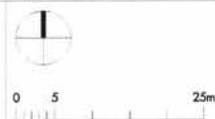
The common seal of)
 Greater London Authority)
 is hereunto affixed in the presence of:)

Authorised Signatory

[execution block of Purchaser]

Schedule 5

Hale Wharf and Pymmes Brook Bridges- Plan



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and ordnance survey. Boundaries are indicative only and are to be verified by others. The architect must be notified of any discrepancy. Where building components are described in the specification as contractor designed, "construction" information relating to those components on this drawing represents design intent only.

- KEY:**
- Block A
 - Block B
 - Block C
 - Block D
 - Block E
 - Block F
 - Block H
 - Block I
 - Block J
 - Block K
 - Block L
 - Block M
 - Block N
 - Block O
 - Block P
 - Block Q
 - Block R
 - Block S
 - Block T
 - Block U
 - Block V
 - Block W
 - Block X
 - Block Y
 - Block Z

- Bridge 1
- Bridge 2
- Bridge 3

REV	DATE	DESCRIPTION	BY
01	14.02.2017	Issue for Information	JH
02	18.04.2017	Issue for Information	JH

Allies and Morrison
 85 Southwork Street
 London SE1 0HX
 020 7921 0100
 020 7921 0101
 info@alliesandmorrison.com
 A&M JOB NO: 535_02

HALE WHARF
 DEFINITIONS PLAN
 SECTION 106
 535_02_SK_116
 SCALE 1:2500 @A3
 All Intellectual Property Rights Reserved

Signatory page

the common seal of

Greater London Authority

is hereunto affixed in the presence of:



)
)
)

Authorised Signatory

Executed as a deed by

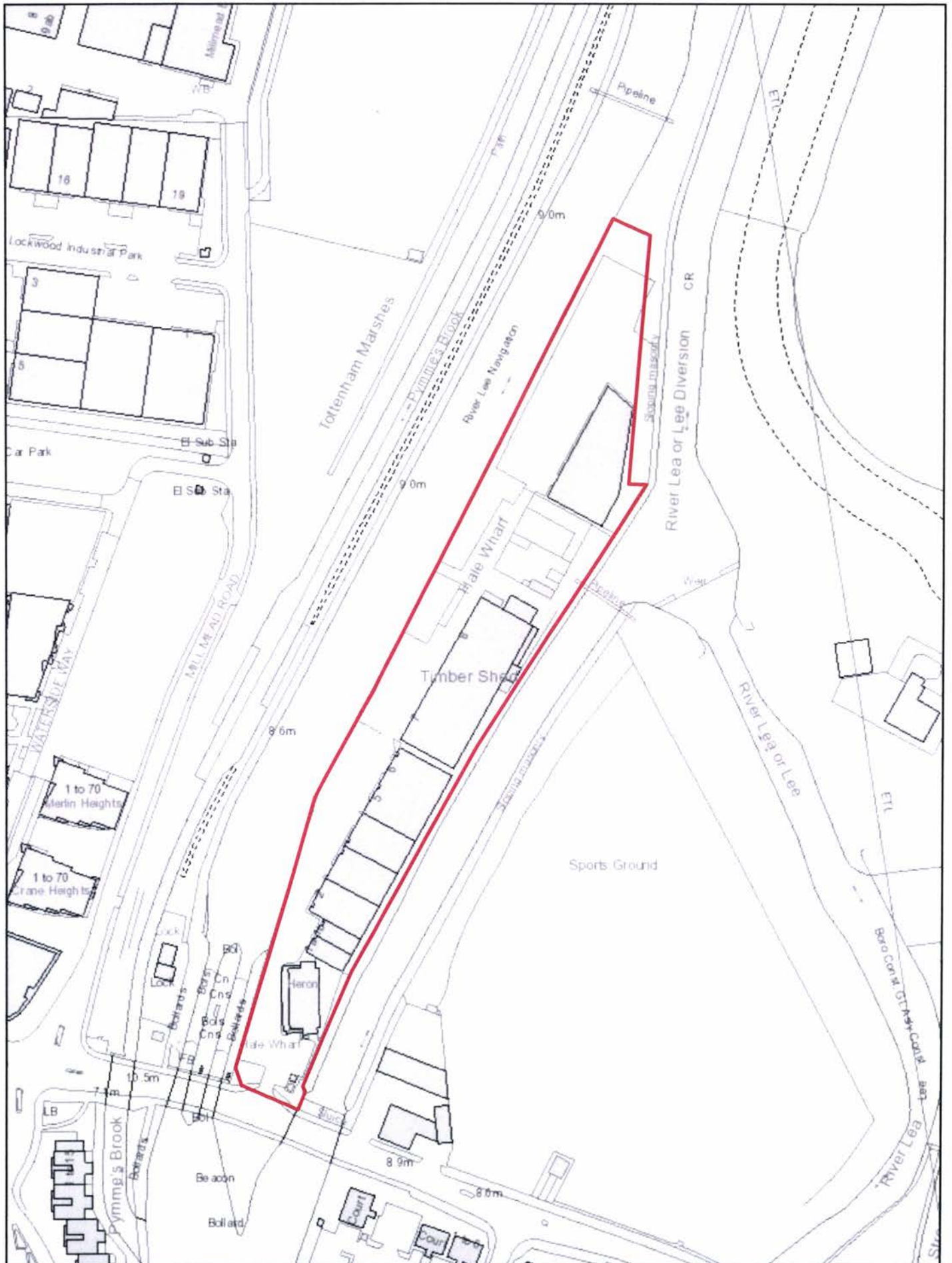
Waterside Places (General Partner)

**Limited as general partner for Waterside
Places Limited Partnership**

acting by two directors

)
) , Director
)
) , Director

Annexure 1
Plans - Part A



Canal &
River Trust

Hale Wharf, Ferry Lane, London, N17 9NF

Produced By: ACHANDLER
Date: 08/06/2017
Scale: 1:2,000
Page Size: A4



Annexure 1
Plans - Part B



FOR ILLUSTRATIVE PURPOSES ONLY



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and ordnance survey. Boundaries are indicative only and are to be verified by others. The architect must be notified of any discrepancy. Where building components are described in the specification as contractor designed, "construction" information relating to those components on this drawing represents design intent only.

KEY:
Application boundary
FREEHOLD
AGL342205 Canal & River Trust
AGL379842 Environment Agency
AGL359496 Lee Valley Regional Park Authority

LEASEHOLD
AGL348163 Canal & River Trust
AGL265211 Thames Water Utilities Ltd
AGL201050 Canal & River Trust

LEASEHOLD
AGL233484 Shulish Neighbourhood
AGL344364 Waterside Places (General Partner) Ltd

DEVELOPMENT LEASE
AGL172737 Canal & River Trust
AGL382679 Canal & River Trust

Unregistered land

REV	DATE	DESCRIPTION	CRD
01	28.04.17	Issue for information	HA
02	14.05.17	Issue for information	HA
03	23.05.17	Issue for information	HA
04	25.05.17	Issue for information	HA

Allies and Morrison
85 Southwork Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 535_02

HALE WHARF
LAND OWNERSHIP PLAN
SECTION 106
535_02_SK_121
SCALE 1:1000 @A1 1:2000 @A3
All Intellectual Property Rights Reserved

Annexure 1
Plans - Part C



OB	PL3	2017-01-25	Planning resubmission
OB	PL2	2017-01-18	Car park edit
OB	PL1	2016-05-25	Planning

Landscape projects

Landscape Architecture & Design
31 Blackfriars Road Salford Manchester M5 7HA
Tel: 0161 809 9155
Email: post@landscapeprojects.co.uk

Project Title	Hole Wharf London			Drawing Title	Landscape Masterplan General arrangement		
Drawn Date	2016-05-23	Drawn	Checked	Scale	1:500 @ A1	Planning	Revision
OB	OB	OB	NCS	OB	OB	OB	PL3
OB	OB	OB	OB	OB	OB	OB	OB

- NOTES:**
- Soft landscaped areas to be formed of at least 600mm of clean imported cover separated from the Made Ground with a terram (or similar) membrane demarcation layer.
 - An explanation and description of the landscape features are provided within the accompanying Design and Access Statement
 - Any changes to the specification should be discussed and accepted by Landscape Projects.
 - Final selection of materials, tree and plant species and street furniture elements subject to detailed testing and assessment and procurement conditions
 - Areas outside of the detailed application boundary are illustrative only
 - Proposed pedestrian footbridge shown for illustrative purposes only (subject to future approval)
 - Outline approval is sought for a bridge and bridge landing in this location - see parametric plan THG1.234. Detailed Approval is sought for Phase 1 landscape works - see phase one plan 435.012
 - Landscape adjustments may be required in response to the detailed design of the pedestrian footbridge
 - Where outline and detailed boundaries overlap, approval is being sought for both consent and detailed consent in those areas to accommodate for example, but not limited to, facilitating works.
 - Underground pumping station shown in illustrative form only. Engineer to advise, see drawing no. 33510-RAM-XX-00-DR-2-111
 - Landscaping shown within the outline application boundary is for illustrative purposes only



KEY

- Application boundary
- Detailed application boundary
- Outline application boundary
- Green belt boundary

Hard Landscape

Surface Materials

- S01** Surface type 1: Sureset 6mm, Golden Pearl, Resin bound or similar
- S02** Surface type 2: Self-binding footpath gravel, gold colour by CEDEC or similar
- S03** Surface type 3: Granitic concrete setts, 80mm depth x 150mm coursed x lengths of 300mm module laid in a stretcher bond (coursed 150mm x 150mm) with 150mm lengths laid in a staggered pattern (footpath) as per BS EN 12424 B.C.D and E, ratios dependant on location, breccia finish or similar
- S04** Surface type 4: Granitic concrete setts, laid in a stretcher bond, 80mm depth x 150mm coursed x lengths of 300mm (carrageway) as per BS EN 12424 B.C.D and E, ratios dependant on location, breccia finish or similar
- S05** Surface type 5: Granitic concrete setts laid in random coursing, 60mm depth x 150mm coursed x lengths of 300mm (footpath) as per BS EN 12424 B.C.D and E, ratios dependant on location, breccia finish or similar
- S06** Surface type 6: Granitic concrete setts laid in random coursing, 60mm depth x 150mm coursed x lengths of 300mm (footpath) as per BS EN 12424 B.C.D and E, ratios dependant on location, breccia finish or similar
- S07** Surface type 7: Reinforced grass surface, planted with planting type 1 (PT1), Golia by Geosynthetics or similar

- K01** Kerb type 1: Proposed kerb - Pre-cast concrete 255mm x 145mm x 915mm, saxon kerb laid flush on side as Marshalls or similar, 60mm upstand where (u) follows
- E01** Edging type 1: Pre-cast concrete, 60mm x 155mm Natural buff conservation edging as Marshalls or similar
- E02** Edging type 2: Steel edging, Everedge classic, slate, by Everedge or similar

- TP1** Tactile paving 1: Tactile Blister paving, 400x400x65, Textured Natural by Marshalls or similar

Street furniture and features

- PS1** Parking signage 1: Bespoke 60x40x400 parking signage
- PS2** Parking signage 2: Bespoke 60x40x400 parking signage
- PS3** Parking signage 3: Bespoke 60x40x400 parking signage
- BT1** Bench type 1: Escotlet Banco Socrates 360 Black or similar
- BT2** Bench type 2: Escotlet Banco Socrates 240 Black or similar
- BT3** Bench type 3: Escotlet Cubo Socrates 60 Black or similar
- NP1** Natural play equipment 1: Informal features for imaginative natural play and incidental seating to include logs, boulders, trees, changes in level and lawn or similar
- BO1** Bollard type 1: Hardwood timber 1000mm 250mm x 250mm top section by Woodscape or similar
- SS1** Sheffield stands 1: Sheffield stands by Falco or similar located in an area of S01 (Sureset 6mm, COLOUR, Resin bonded or similar)
- TG1** Tree grill type 1: Heavy duty pre-fabricated unit with paving stones to match surrounding area, Castle by Green Blue Urban or similar
- PA1** Public art feature 1: Proposed bespoke public art feature
- IH1** Insect hotels 1: Bespoke insect hotel in durable corten framework, to form habitat for insects and small amphibians
- BB1** Bird boxes 1: Pre-fabricated bird boxes to be secured to suitable trees

Lighting

- LT1** Lighting type 1: Tapered column with adjustable luminaires, Silver Canabata Olive Medio LED Type or similar

Boundary Treatment

- RT1** Railing type 1: Proposed bespoke 2400mm x 1100mm steel railings, flat and circular galvanneal tar construction, painted RAL 7201, with 50mm circular hardwood timber handrail or similar.

Structures

- FS1** Floating structure 1: New location of existing pontoon with new access points
- FS2** Floating structure 2: Modular floating rafts, "Floating Riverbanks" by Biomatrix Water or similar
- BS1** Bridge structure 1: Proposed footbridge to WWM Architects specification, (see notes)
- BN1** Bin store 1: Proposed store for Boater's bins, Store to A&M's specification.

Soft Landscape

Groundcover planting

- EP1** Existing planting 1: Existing planting to the edge of the flood relief channel to be retained where possible.
- PT1** Planting type 1: Native wildflower and grassland planting - incorporating nectar rich species - species may include: Ajuga, Symphytum, Anthriscus, Ranunculus, Lysimachia, Festuca, Bellis, Luzula, Glechoma, Filipendula, Carex, Hypericum, Lychnis, Prunella, Stellaria, Galium, Daucus, Fragaria.
- PT2** Planting type 2: Shrub planting - species may include: Hypericum, Lonicera, Potentilla, Asilba, Carex, Chiosya, Corylus, Eucalyptus, Festuca, Hebe, Prunus.
- FP1** Floating planting type 1: Modular floating rafts by Biomatrix Water or similar, species mix to include: Carex, Digitalis, Eupatorium, Geum, Filipendula, Juniperus, Lysimachia, Lythrum, Mentha, Silene, Typha and Veronica

Hedging

- HT1** Hedge type 1: Guidance hedging - native species to include: Crataegus, Prunus, Salix, Salix babylonica 20-25cm, height 5m, Semi-mature
- HT2** Hedge type 2: Division Hedging - Fagus sylvatica Heights ranging from 500mm to 1400mm

Trees

- ET1** Existing Tree 1: Existing trees, to be retained where possible.
- TT1** Tree type 1: Avenue Trees - Platanus acerifolia, 40-45cm, height 10m, Mature. All TT1 trees to use T11 tree pit
- TT2** Tree type 2: Specimen Tree - Salix babylonica 20-25cm, height 5m, Semi-mature
- TT3** Tree type 3: Fastigate Trees - Quercus robur 'koster' fastigata, 20-25cm, height 5m, Semi-mature
- TT4** Tree type 4: Grouped tree planting - species mix to include: Alnus glutinosa, 20-25cm, height 6m, Semi-mature, Carpinus Betulus, 20-25cm, height 6m, Semi-mature and Pyrus communis, 20-25cm, height 5m, Semi-mature. Selected trees to be clear stem up to a height of 2400mm.

OTHER

- Publicly Accessible Area