

14 November 2017
Dated *14 November* 2017

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION (1)

AND

FAIRVIEW L&Q PARK ROYAL LLP (2)

AND

GUINNESS LIMITED (3)

AND

FIRST CENTRAL MANAGEMENT COMPANY LIMITED (4)

SECTION 106 AGREEMENT

**under section 106 of the Town and Country
Planning Act 1990 and all other powers
enabling relating to land known as First Central,
Lakeside Drive, Park Royal, NW10 7HQ**



CONTENTS

Clause	Heading	Page
1	DEFINITIONS AND INTERPRETATION	2
2	LEGAL BASIS	22
3	NATURE OF OBLIGATIONS	22
4	CONDITIONAL AGREEMENT	23
5	OBLIGATIONS OF THE FIRST OWNER	24
6	OBLIGATIONS OF THE SECOND OWNER	24
7	OBLIGATIONS OF THE THIRD OWNER	25
8	OBLIGATIONS OF THE OPDC	26
9	LEGAL COSTS AND MONITORING	27
10	OWNERSHIP	28
11	NO ENCUMBRANCES	28
12	REGISTRATION	29
13	RIGHT OF ACCESS	29
14	FIRST OWNER TO NOTIFY THE OPDC	30
15	NOTICES	31
16	PAYMENTS	32
17	NO WAIVER	32

18	INTEREST ON LATE PAYMENT	32
19	INDEXATION	33
20	LIABILITY UNDER THE DEED.....	33
21	DISPUTES	34
22	CONTRIBUTIONS	36
23	MISCELLANEOUS PROVISIONS.....	36
24	INDEMNITY GIVEN BY THE FIRST OWNER TO THE SECOND OWNER AND THE THIRD OWNER	37
25	GOVERNING LAW	38
26	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.....	38
	SCHEDULE 1 PLANS	39
	SCHEDULE 2 DRAFT PLANNING PERMISSION.....	40
	SCHEDULE 3 AFFORDABLE HOUSING	41
	SCHEDULE 4 VIABILITY ASSESSMENT REVIEW	46
	SCHEDULE 5 PUBLIC TRANSPORT.....	54
	SCHEDULE 6 OPEN SPACE.....	56
	SCHEDULE 7 CAR PARKING	58
	SCHEDULE 8 RESIDENTIAL TRAVEL PLAN.....	61
	SCHEDULE 9 EDUCATION.....	63
	SCHEDULE 10 HEALTHCARE	64

SCHEDULE 11 TRAINING AND SKILLS	65
SCHEDULE 12 ENERGY AND SUSTAINABILITY	66
SCHEDULE 13 DESIGN MONITORING	68
SCHEDULE 14 SME WORKSPACE	70
SCHEDULE 15 NURSERY FACILITY	72
SCHEDULE 16 FORM OF UNILATERAL UNDERTAKING	73

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "**OPDC**");
- (2) **FAIRVIEW L&Q P R LLP** a company registered in England and Wales (company number OC411770) whose registered office is at 50 Lancaster Road, Enfield EN2 0BY (the "**First Owner**");
- (3) **GUINNESS LIMITED** a company registered in England and Wales (company number 510607) of Lakeside Drive, Park Royal, London NW10 7HQ (the "**Second Owner**");
- (4) **FIRST CENTRAL MANAGEMENT COMPANY LIMITED** a company registered in England and Wales (company number 4070372) of Albury Mill Lane, Chilworth, Guildford, Surrey GU4 8RU (the "**Third Owner**").

RECITALS

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The First Owner is the registered owner of a leasehold interest in the Site with title absolute under title number AGL382001.
- (C) The Second Owner is the registered owner of the freehold interest in the Site with title absolute under title number NGL786257.
- (D) The Third Owner is the registered owner of the leasehold interest in the Site with the title absolute under the title number AGL272301.
- (E) The First Owner has submitted the Planning Application to the OPDC.

- (F) At a meeting of its Planning Committee on 11 October 2017, the OPDC resolved to grant the Planning Permission subject to the Owners entering into this Deed without which the Planning Permission would not be granted.
- (G) Accordingly, the Parties have agreed to enter into this Deed in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other enabling powers.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and expressions shall have the following meanings unless the context otherwise requires:

1980 Act the Highways Act 1980 (as amended);

1990 Act the Town and Country Planning Act 1990 (as amended);

2011 Act the Localism Act 2011 (as amended);

Additional Affordable Housing means those additional affordable housing units which the Viability Assessment Review concludes can be delivered within the Development in addition to (and not as part of) the Affordable Housing Base Provision and "**Additional Affordable Housing Units**" shall be construed accordingly

Additional Affordable Housing Scheme means a scheme to be prepared by the First Owner and submitted to and approved by the OPDC in accordance with Schedule 4 of this Deed detailing the Additional Affordable Housing Units to be provided within the Development on the Site and which:

- (a) confirms which Private Residential Units are to be converted into London Affordable Rent Units, London Living Rent Units or Shared Ownership Units having regard to the necessity to avoid Additional Affordable Housing Units which are London Affordable Rent Units or London Living

Rent Units being located in the same stair cores or sharing entrances with Private Residential Units but also acknowledging that this does not prevent Private Residential Units being converted to London Affordable Rent Units or London Living Rent Units so that stair cores or entrances that previously only served Private Residential Units now only serve London Affordable Rent Units or London Living Rent Units;

(b) subject to paragraph (a) the tenure split of any Additional Affordable Housing shall as far as possible reflect the Cap tenure split across all Affordable Housing Units in the Development;

(c) contains 1:50 plans showing the location, size and internal layout of each unit of Additional Affordable Housing;

(d) ensures that at least 10 per cent of the Additional Affordable Housing is accessible or easily adaptable for wheelchair users across all tenures and unit sizes;

(e) provides details (including 1:50 floor plans) of the proposed wheelchair accessible Additional Affordable Housing;

(f) provides an indicative timetable for construction and delivery of the Additional Affordable Housing; and

(g) sets out the amount of any surplus which is insufficient to provide any Additional Affordable Housing and which is to be paid by way of an Affordable Housing Contribution;

Affordable Housing

housing including London Affordable Rent Housing, London Living Rent Housing and Shared Ownership Housing provided to eligible households whose needs are not met by the market and which housing should:

- (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and
- (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

Affordable Housing Base Provision

means the provision of 35 per cent (by habitable room) of the Residential Units as Affordable Housing Units as part of the Development equating to 263 Affordable Housing Units with a tenure split of 68 London Affordable Rent Units, 78 London Living Rent Units and 117 Shared Ownership Housing Units;

Affordable Housing Contribution

an on-site and/or financial contribution for the provision of Affordable Housing in the OPDC's area the precise value of which will be calculated in accordance with paragraph 6 of Schedule 4;

Affordable Housing Units

35% of the Residential Units by habitable rooms (shown shaded green, orange and purple on Plan 2) forming part of the Development comprising the London Affordable Rent Units, the London Living Rent Units and the Shared Ownership Housing Units (and for the avoidance of doubt excluding the Private Residential Units) and where the context permits references to "Affordable Housing Units" shall include the Additional Affordable Housing Units;

Approved Drawings

the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;

Approved Public Realm and Open Space Land Details

the details approved pursuant to planning condition 10 attached to the Planning Permission for the laying out of the Public Realm and Open Space Land together with

public realm improvements leading from the Site to Park Royal Station;

Architect	shall mean Allies and Morrison;
Blue Badge Holders	the holder of a disabled person's badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation as may be in force from time to time;
Boroughs	LBB, LBE and LBHF and " Borough " shall be construed accordingly;
Building	Building A, Building B and Building C or any one of them;
Building A	means the building to be constructed pursuant to the Planning Permission and shown as Block A on Plan 4;
Building B	means the building to be constructed pursuant to the Planning Permission and shown as Block B on Plan 4;
Building C	means the building to be constructed pursuant to the Planning Permission and shown as Block C on Plan 4;
Bus Improvement Contribution	the sum of £536,000 (Index Linked) to be used towards improving bus services which serve bus stops within 640m of the Site;
Cap	the Development of 50% affordable housing (by habitable room) with a tenure split of 30% London Affordable Rent Housing by habitable room, 30% London Living Rent Housing by habitable room and 40% Shared Ownership Housing by habitable room;
Car Club	a company accredited by Carplus that Residents may join and which makes cars available to hire to members;

Car Club Parking Spaces	the two parking spaces in the Development to be provided for the Car Club;
Carbon Offset Contribution	a contribution equivalent to £1,800 per tonne of carbon (being £60 per tonne of carbon over 30 years) shortfall in carbon emission savings as identified by the CO ² Audit;
Carplus	Carplus (registered charity no. 1093980) or its successor or equivalent organisation as may be agreed in writing with the OPDC being the umbrella organisation for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use;
Chargee	any mortgagee or chargee of the Affordable Housing Units or the Additional Affordable Housing Units and any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
CO² Audit	means an audit of the CO ₂ emissions of the completed Buildings to establish whether there is a shortfall in carbon emissions savings compared to a Zero Carbon Development;
Commencement	the carrying out of a material operation (as defined in section 56(4) of the 1990 Act) or the service of a notice upon the OPDC that a material operation is about to be carried out whichever is earlier but for the purposes of this Deed shall not include the Exempted Works and " Commence " and " Commenced " shall be construed accordingly;
Commencement Date	the date upon which the Development is Commenced;

Commercial Floorspace	any floorspace comprised within the Development which falls within Use Classes A1, A2 and or B1;
Construction Period	the period from the Implementation Date to the date of Practical Completion of the Development;
Contributions	together the Affordable Housing Contribution, the Bus Improvement Contribution, the Education Contribution, the Healthcare Contribution, the CPZ Contribution, the Carbon Offset Contribution, the Public Art Contribution, the Training and Skills Contribution, the Walking and Cycling Contribution and the Way-finding Contribution and each shall be a "Contribution");
CPZ	any controlled parking zone enforced by LBB (or any successor local highway authority) from time to time in any of the streets shown on Plan 7 annexed to this Deed;
CPZ Contribution	the sum of £100,000 (Index Linked) to be used towards the cost of the consultation and implementation of a CPZ in the surrounding area of the Site;
Design Monitoring Costs	the monies paid in accordance with paragraph 2.1(b) of Schedule 13 to meet the OPDC's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
Development	The development permitted by the Planning Permission or a Varied Planning Permission.
District Heating Network	the existing decentralised energy network providing low carbon energy, heating, electricity and hot water at First Central;

Education Contribution	the sum of £3,900,000 (Index Linked) to be used towards the refurbishment and expansion of primary schools within 1.7km of the Site or secondary schools within 1.7km of the Site to address the demand arising from the development for education services;
Eligible Purchaser	a purchaser who is part of a household whose annual income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant amount specified in the latest London Plan Annual Monitoring Report, such income at the date of this Deed being £90,000;
Exempted Works	an operation or item of work of or connected with or ancillary to archaeological investigation or remediation works associated with decontamination, exploratory boreholes, site or soil investigations, demolition, site clearance, site level re-modelling and excavation and/or site preparation, site reclamation and site remediation works, installation of trunk services to serve the entire Site (including drainage under the spine access road), the erection of fences and hoardings, construction of temporary access and service roads and construction of temporary site offices;
Expert	has the meaning given in clause 21.3;
First Central	the development in the vicinity of the Site known as First Central the site of which is shown edged red on Plan 8;
First Owner's Lease	the lease granting the leasehold interest referred to in Recital B;
First Owner's Leasehold Land	the land the subject of the leasehold interest referred to in Recital B and registered at HM Land Registry under title number AGL382001;

GLA	the Greater London Authority which acts as a strategic city-wide government for London and includes any successor body;
HCA	the Homes and Communities Agency or any successor in function as regulator of Affordable Housing in England and/or London;
Healthcare Contribution	the sum of £2,048,698 (Index Linked) to be used towards healthcare to address the demand arising from the Development for healthcare services through improvement to healthcare services at the Central Middlesex Hospital for GP and primary healthcare services;
Highway Works	the highway works shown highlighted blue on Plan 5 to include the extension of cycle lane on the public highway, reinstatement of a redundant crossover on Lakeside Drive and an on-street servicing bay on Lakeside Drive;
Implementation	the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission or the service of a notice upon the OPDC that the first material operation is about to be carried out pursuant to the Planning Permission, whichever is earlier and " Implement " " Implemented " and " Implementation Date " shall be construed accordingly;
Index Linked	subject to indexation in accordance with clause 19;
Interest	interest at a rate of four per cent per annum greater than the Bank of England base rate in force from time to time from the date that the payment becomes due until the date of payment;
LBB	the London Borough of Brent;
LBE	the London Borough of Ealing;

LBHF	the London Borough of Hammersmith and Fulham;
Local Resident	<p>a person who is resident in the LBB, LBE or LBHF, such residency to be proven by the production of two valid proofs of address which are no more than three months old, for example:</p> <p>(a) council tax statement;</p> <p>(b) utility bills;</p> <p>(c) bank statements; or</p> <p>(d) other correspondence from government or state bodies;</p>
London Affordable Rent Housing	rented housing provided by a Registered Provider that is required to be offered to eligible households on an assured tenancy at rents set using the benchmark London affordable rents published annually by the GLA and the HCA;
London Affordable Rent Housing Units	15x1-bedroom, 19x 2-bedroom, 29x3-bedroom and 5x4-bedroom Affordable Housing Units to be made available for London Affordable Rent Housing in accordance with paragraph 1 of Schedule 3 together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rent Housing;
London Design Standards	the applicable housing design standards set out in the London Plan and the Mayor of London's Housing Supplementary Planning Guidance (March 2016);
London Heat Network Manual	the London Heat Network Manual Issue 1 Revision 0 published by the Greater London Authority in April 2014 or any successor or replacement document;

London Living Rent Housing	rented housing provided by a Registered Provider that is required to be offered to eligible households on a time-limited tenancy at a locally specified rent to help households on average incomes to save for a deposit to buy their own homes in accordance with the provisions of paragraphs 2.43 to 2.46 of the Mayor of London's Affordable Housing and Viability Supplementary Planning Guidance (August 2017);
London Living Rent Housing Units	22x1-bedroom, 36x2-bedroom, 19x3-bedroom and 1x4-bedroom Affordable Housing Units to be made available for London Living Rent Housing in accordance with paragraph 1 of Schedule 3 together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing;
London Living Wage	the hourly rate of pay calculated and published from time to time by the GLA as being a wage that is sufficient to give a worker in London and their family enough to afford the essentials and to save, the current rate at the date of this Deed being £9.75 per hour;
London Plan	the spatial development strategy for London published by the Mayor of London and as may be amended or replaced from time to time;
London Plan Annual Monitoring Report	the annual monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan;
Monitoring Contribution	the sum of £10,000 (Indexed) payable by the First Owner to the OPDC towards the costs of the OPDC for monitoring the obligations in this Deed;
Nominations Agreement for London Affordable Rent	an agreement to be entered between the Registered Provider and a Borough in a form to be agreed between the Borough and the Registered Provider (both parties

Housing Units	acting reasonably and without unreasonable delay) and providing the Borough with flexible nomination rights in respect of the London Affordable Rent Housing Units;
Nursery Facility	the floorspace and facilities provided for a nursery on Site and shown as the "Nursery" on Plan 4;
Occupation	the occupation of any part of the Development for its designated planning use but does not include occupation by the Owners or any contractor or other occupier for the purposes of security, construction, fitting out, decoration, marketing or display and " Occupy ", " Occupying ", " Occupier " and " Occupied " shall be construed accordingly;
Owners	the First Owner and the Second Owner and the Third Owner;
Park Royal Opportunity Area	the area shown edged red on Plan 6;
Plan 1	the plan attached to this Deed at Schedule 1 and labelled Plan 1;
Plan 2	the plan attached to this Deed at Schedule 1 and labelled Plan 2;
Plan 3	the plan attached to this Deed at Schedule 1 and labelled Plan 3;
Plan 4	the plan attached to this Deed at Schedule 1 and labelled Plan 4;
Plan 5	the plan attached to this Deed at Schedule 1 and labelled Plan 5;
Plan 6	the plan attached to this Deed at Schedule 1 and labelled

	Plan 6;
Plan 7	the plan attached to this Deed at Schedule 1 and labelled Plan 7;
Plan 8	the plan attached to this Deed at Schedule 1 and labelled Plan 8;
Planning Application	the application for full planning permission for the Development submitted to the OPDC and allocated reference number 17/0076/FUMOPDC details of which are a residential-led, mixed use redevelopment of the site to provide three new courtyard blocks, ranging from 5 storeys to 27 storeys in height comprising 807 residential units (Use Class C3), a 377sqm (GIA) children's nursery (Use Class D1), 982sqm (GIA) of flexible retail/employment floor space (Use Classes A1, A2, and B1) with publicly accessible open space, private and shared amenity space; hard and soft landscaping; alterations to existing, and creation of new, vehicular accesses and pedestrian routes; substation; servicing bay on Lakeside Drive, car and cycle parking and associated works;
Planning Permission	the planning permission to be granted pursuant to the Planning Application in the form of the draft annexed hereto at Schedule 2;
Practical Completion	the issue of a certificate of practical completion by the First Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof and " Practically Complete " and " Practically Completed " shall be construed accordingly;
Private Residential Units	Residential accommodation for private sale forming part of the Development and which excludes the Affordable Housing Units;

Private Residential Units Base Provision	Residential accommodation for private sale forming part of the Development and which excludes any Additional Affordable Housing Units
Public Art Contribution	the sum of £20,000 (Index Linked) to be used towards the provision of off-site public art within the Park Royal Opportunity Area;
Public Realm and Open Space Land	the land shown shaded green together with the soft and hard landscaped areas on Plan 3;
Public Realm and Open Space Land Management and Maintenance Plan	the plan for the management and maintenance of the Public Realm and Open Space Land approved pursuant to planning condition 10 attached to the Planning Permission;
Reasonable Endeavours	means that it is agreed by the Parties to this Deed that the party under such an obligation will not be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect;
Registered Provider	a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) and approved by the OPDC such approval not to be unreasonably withheld or delayed;
Regular Monitoring Report	the report required pursuant to Clause 9.3;
Resident	an Occupier of a Residential Unit;
Residential Travel Plan	a plan to promote sustainable modes of transport by Occupiers of the Residential Units and their visitors;

Residential Units	residential accommodation to be provided as part of the Development comprising the Private Residential Units and the Affordable Housing Units;
Retail Price Index	the Retail Price Index as published by the Office for National Statistics or in the event that the index ceases to be published or if the basis on which it is calculated is altered to a material extent such other index which most closely resembles it to be agreed between the parties hereto;
Revenues	the total of all of the revenues secured from the Development the types of which are shown in the Viability Assessment Template and which include actual sales values for all Private Residential Units which have been disposed of by way of freehold sale or the grant of a long leasehold interest and actual rental values for all Private Residential Units which have been let on short term tenancy agreements;
RTA Purchaser	a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of a Registered Provider to purchase their homes;
S96A Amendment	a non-material amendment granted pursuant to the Planning Permission approved to section 96A of the 1990 Act;
S73 Permission	a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.
Shared Ownership Housing	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in

section 2(6) of the Housing Act 1996 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and "**Shared Ownership Lease**" and "**Shared Ownership Lessee**" shall be construed accordingly;

Shared Ownership Housing Units 40x1-bedroom, 63x2-bedroom and 14x3-bedroom Affordable Housing Units to be made available for Shared Ownership Housing in accordance with paragraph 1 of Schedule 3 together with any Additional Affordable Housing Units which are to be delivered as Shared Ownership Housing Units;

Site the land shown edged red on Plan 1;

SME means small and medium sized enterprises partnerships or companies who employ 250 or less staff;

SME Workspace any units within the Commercial Floorspace as identified in the approved SME Workspace Strategy. Such units shall be:

a) constructed, serviced with utilities and fitted-out to a specification agreed with the OPDC as part of the approval of the SME Workspace Strategy;

b) of a size or sizes which are appropriate for SMEs; and

c) let on terms requiring no more than one month's notice of termination of the lease by the tenant but otherwise on standard commercial terms;

SME Workspace Marketing Period a period of not less than two years and such period shall not end less than six months following the date of practical completion of the SME Workspace

SME Workspace Marketing a report prepared by the First Owner or (where the SME

Report

Workspace is let to an operator of SME Workspace) the operator of the SME Workspace setting out:

a) the terms on which the SME Workspace has been offered to a SME Workspace operator together with the evidence as to how such lease terms compare with market lease terms for comparable SME Workspace elsewhere within the Host Boroughs, using relevant benchmark data; and

b) the steps (together with evidence) taken to comply with the First Owner's obligation in Paragraph 2 of Schedule 14 to use reasonable endeavours to enter into an agreement for lease or grant a lease of the SME Workspace during the SME Workspace Marketing Period; and

c) where appropriate a reasoned explanation and justification as to why it was not possible to enter into an agreement for lease or grant a lease of the SME Workspace on the lease terms set out in the report

SME Workspace Strategy

a written strategy which:

a) identifies the intended location of a minimum of 689 square metres of SME Workspace within the Site together with unit sizes;

b) sets out the specification to which the SME Workspace will be constructed and which shall be fitted out to shell and core with a frontage, to include the installation of central or communal transportation systems, water systems, fit-out of common areas, central mechanical and electrical systems including HVAC and otherwise to a level necessary to achieve a BREEAM Excellent accreditation in accordance with BREEAM New Construction 2016 (Ref:SD233 2.0);

c) sets out a how the SME Workspace will be marketed and a timetable for the marketing and occupation of such

SME Workspace;

d) explanation as to how such workspace is designed to meet the needs of SME's;

e) indicates the proposed lease terms and the proposed levels of rent (excluding any service charge payable) of the SME Workspace together with an explanation of how those terms compare with the lease terms for comparable commercially run SME workspace elsewhere within the host Boroughs; and

which is to be approved by the OPDC in writing prior to the marketing of the SME Workspace and as may be varied from time to time with the written approval of the OPDC

Staircasing

the acquisition by a Shared Ownership Lessee of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity and "**Staircased**" shall be construed accordingly;

Substantial Implementation

the Development has been Implemented and the:

(a) the Exempted Works have been undertaken; and

(b) Basement works and construction of two Buildings to first floor slab level for each Building have been completed

and "**Substantially Implemented**" shall be construed accordingly;

**Substantial Implementation
Assessment Trigger Date**

the date 24 months from but excluding the date of grant of the Planning Permission;

Surplus

the sum resulting from the Viability Assessment the value of which shall be calculated in accordance with paragraph

6 of Schedule 4;

Sustainability Compensatory Measures	measures to remedy or otherwise provide compensatory measures to secure an acceptable or comparable level of sustainable design and construction within the Development in the event that the BREEAM Excellent rating is not achieved;
Sustainability Penalty	an amount equivalent to the cost at the date of the Post Completion Review of the BREEAM rating meeting the sustainability targets associated with a BREEAM Excellent rating by other means in the event that the BREEAM Excellent rating has not been achieved and the OPDC agrees it is impractical to apply Sustainability Compensatory Measures which sum shall be utilised by the OPDC towards the provision of measures towards securing sustainability on other sites within its administrative area;
Training and Skills Contribution	the sum of £30,000 (Index Linked) to be used towards training and skills initiatives within the Park Royal Opportunity Area;
Use Classes	shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987 (as amended);
Varied Planning Permission	any planning permission issued pursuant to an application to vary or further vary any of the conditions in the Planning Permission
Viability Consultant	such suitably qualified and experienced viability consultant appointed by the OPDC who is a professional member of the Royal Institution of Chartered Surveyors of not less than 5 years' experience of carrying out viability assessments in respect of developments of a magnitude which are comparable to the Development;
Viability Assessment	a viability assessment prepared by or on behalf of the First Owner in connection with the whole of the Development

following Substantial Implementation in accordance with the provisions of this Deed;

Viability Assessment Review

the upwards only review of a Viability Assessment by the Viability Consultant with the purpose of determining the viability of the Development at the date of Substantial Implementation in order to calculate whether Additional Affordable Housing or an Affordable Housing Contribution is payable such review to be carried out in accordance with the provisions of Schedule 4

Walking and Cycling Contribution

the sum of £1,500,000 (Index Linked) to be used to improve the walking and pedestrian cycling links between Park Royal station and the Site including but not limited to works to bridge over the Transport for London/Network Rail lines nearest to the Site;

Way-finding Contribution

the sum of £25,000 (Index Linked) to be used towards wayfinding and signage within the Park Royal Opportunity Area;

Working Day

any day of the week other than Saturday Sunday or any bank holiday;

Zero Carbon Development;

a development whose net carbon dioxide emissions, taking account of emissions associated with all energy use, is equal to zero or negative across the year where "energy use" will cover both energy uses currently regulated by any applicable building regulations and other energy used in the home.

- 1.2 Where in this Deed reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed or to a plan annex or appendix attached to this Deed.

- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Deed to any of the Parties shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the OPDC shall include reference to any successor body exercising any of the powers currently vested in the OPDC in relation to this Deed.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any references to "habitable room", Affordable Housing Units, Additional Affordable Housing Units, Private Residential Units, Residential Units, London Affordable Rent Units, London Living Rent Units or Shared Ownership Units shall be rounded to the nearest whole number.
- 1.10 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.11 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.

1.12 The clause and paragraph headings in the body of this Deed and in the schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.13 References to the Site include any part of it.

1.14 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

2 LEGAL BASIS

2.1 This Deed is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) sections 1 and 201 of the 2011 Act; and
- (c) all other powers so enabling.

2.2 The OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3 NATURE OF OBLIGATIONS

3.1 Subject to clause 3.2, 6.2 and 7.2 below, the obligations, covenants and undertakings on the part of the Owners in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owners' interests in the Site and with the intent that they shall be enforceable by the OPDC not only against the Owners but also against any successors in title to or assigns of or transferees of the Owners and/or any person claiming through or under the Owners an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

3.2 The Owners and the OPDC acknowledge and agree that:

- (a) the Planning Permission will be granted on the basis that Occupiers of the Residential Units should not be entitled to any parking permit that would entitle them to park within any controlled parking zone enforced by LBB as at the date of this Deed;
- (b) paragraph 2.2 of Schedule 7 prevents Commencement of the Development until the Owners have given a Unilateral Undertaking to LBB pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to secure restrictions on the ability of Occupiers to obtain such parking permits, with the intent that such restrictions on parking permits shall be enforceable by LBB not only against the First Owner but also against any successors in title to or assigns of or transferees of the First Owner and/or any person claiming through or under the First Owner an interest or estate in the Site, as if that person had been an original covenanting party and also against the Second Owner in the circumstances in 6.2. The Third Owner shall be a party to the Unilateral Undertaking to give the same covenants as in Clause 7.1 (a) and 7.1(b) but shall not otherwise have any liability under the Unilateral Undertaking.
- (c) the obligations in paragraph 2.2 of Schedule 7 are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and in any event are covenants also given pursuant to section 201 of the 2011 Act.

3.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the OPDC of any of its statutory powers, functions or discretions.

4 CONDITIONAL AGREEMENT

4.1 This Deed is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Implementation of the Development,

save in respect of clauses 1-4, and 6-24 (inclusive) and Schedule 13 which shall come into effect immediately upon completion of this Deed.

5 OBLIGATIONS OF THE FIRST OWNER

- 5.1 The First Owner covenants with the OPDC to observe and perform and cause to be observed and performed the obligations and covenants on the part of the First Owner contained in the schedules to this Deed.

6 OBLIGATIONS OF THE SECOND OWNER

- 6.1 Subject to Clause 6.2 below the Second Owner hereby agrees to its interests in the Site being bound by the terms of this Deed and covenants and undertakes for itself and its successors-in-title with the OPDC as follows:

- (a) Not to Implement the Development or suffer or permit the Implementation of the Development by any person under its reasonable control (other than the First Owner and its contractor) unless and until the Second Owner has entered into a deed of adherence pursuant to section 106 of the Act with the OPDC to observe and perform the obligations, covenants and undertakings under this Deed.
- (b) Not to encumber or otherwise deal with their interest in the Site (or any part or parts thereof) or the First Owner's Leasehold Land in any manner whatsoever that may enable the carrying out of any part of the Development without complying with the terms of this Deed or any manner which would otherwise prevent the obligations, covenants and undertakings imposed by this Deed from being carried out or complied with Provided That nothing in this Clause shall prohibit or restrict the Second Owner carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission (other than a planning permission varying the Planning Permission).
- (c) That the Second Owner is the registered proprietor with freehold title absolute of the freehold land comprised in the Site and has full power and rights to enter into this Deed in respect of its interest in the Site and that there is no other person having any freehold or long leasehold interest in the Site which the Second Owner is aware of which has not been disclosed to the OPDC prior to the date of this Deed.
- (d) From the date of this Deed to assist the First Owner in complying with the First Owner's obligations where reasonably required including the obligations, undertaking and liabilities under this Deed at Schedule 5 Paragraph 4 and specifically the Second Owner will allow the dedication of the land within its ownership which is included in

the Highway Works and in the event that the land is not dedicated will permit the First Owner to enter land within its ownership in so far as necessary for the First Owner to undertake the obligations at Schedule 5 Paragraph 4:

6.2 Save for as detailed in Clause 6.1 (d) above the obligations, undertakings and liabilities under this Deed on the part of the First Owner shall only be enforceable against the Second Owner (and any of its successors-in-title) if:

- (i) the First Owner's Lease is terminated, surrendered or otherwise brought to an end;
- (ii) the Second Owner (or a successor-in-title) is in possession of any part of the First Owner's Leasehold Land other than due to any of the circumstances described in paragraph 6.2(i) and provided that in such case liability be limited to obligations relating to the part of the First Owners Leasehold Land that the Second Owner (or a successor-in-title) is in possession of;
- (iii) the Second Owner has Implemented the Planning Permission and/or is carrying out any part of the Development without first complying with Clause 6.1(a) of this Deed; or
- (iv) the Second Owner has knowing permitted or suffered the Implementation of the Planning Permission and/or the carrying out of the Development by any party (other than the First Owner and its contractors) without that party first entering into a deed with the OPDC to observe and perform the obligations, covenants and undertakings under this Deed; and

Provided That in the case of the circumstances described in Clause 6.2(i) any existing breach of a requirement to pay the Contribution or any part of the Contribution shall not be enforceable against the Second Owner (and any of its successors-in-title) unless the Second Owner (and any of its successors-in-title) continues to carry out any part of the Development pursuant to the Planning Permission).

7 OBLIGATIONS OF THE THIRD OWNER

7.1 Subject to Clause 7.2 below the Third Owner hereby agrees to its interests in the Site being bound by the terms of this Deed and covenants and undertakes for itself and its successors-in-title with the OPDC as follows:

- (a) Not to encumber or otherwise deal with their interest in the Site (or any part or parts thereof) or the First Owner's Leasehold Land in any manner whatsoever that may enable the carrying out of any part of the Development without complying with the terms of this Deed or any manner which would otherwise prevent the obligations, covenants and undertakings imposed by this Deed from being carried out or complied with Provided That nothing in this Clause shall prohibit or restrict the Third Owner carrying out any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission (other than a planning permission varying the Planning Permission).
- (b) That the Third Owner is the registered proprietor of a leasehold interest in part of the Site as referred to in Recital D and has full power and rights to enter into this Deed in respect of its interest in the Site and that there is no other person having any freehold or long leasehold interest in the Site which the Third Owner is aware of which has not been disclosed to the OPDC prior to the date of this Deed.
- (c) From the date of this Deed to permit the First Owner to undertake works to level any land in the Third Owner's ownership within or abutting the Site as is necessary to allow the delivery of the Public Realm and Open Space Land as shown on Plan 3 provided always that such levelling works are the minimum necessary and in undertaking the works the First Owner will ensure that appropriate support is permanently provided for the Third Owner and the Second Owner's land and that prior to the works commencing the Second Owner and Third Owner approve how such works are to be carried out (such consent not to be unreasonably withheld or delayed) and that all costs associated with such levelling including any cost/claims or losses whatsoever incurred by the Third Owner or the Second Owner due to such works are to be met by the First Owner.

7.2 Save for as detailed in Clause 7.1 above the obligations, undertakings and liabilities under this Deed shall not be enforceable against the Third Owner.

8 OBLIGATIONS OF THE OPDC

8.1 The OPDC covenants with the Owners to observe and perform and cause to be observed and performed the obligations and covenants on the part of the OPDC contained in this Deed.

8.2 The OPDC shall issue the Planning Permission as soon as reasonably practicable after the date of this Deed.

9 LEGAL COSTS AND MONITORING

9.1 The First Owner covenants with the OPDC to pay upon completion of this Deed the OPDC's reasonable and proper legal costs incurred in respect of the Planning Application and the preparation, negotiation and completion of this Deed (inclusive of any reasonable legal costs incurred by external lawyers appointed by the OPDC).

9.2 The First Owner covenants with the OPDC:

- (a) to pay the Monitoring Contribution to OPDC prior to Commencement of the Development; and
- (b) Not to Commence the Development until the Monitoring Contribution has been paid to OPDC.

9.3 The First Owner covenants with OPDC that:

- (a) on the first anniversary of the date on which Implementation occurred and every six months thereafter until the Occupation of the last Residential Unit constructed pursuant to the Planning Permission the First Owner shall provide a monitoring report to the OPDC ("**Regular Monitoring Report**") which shall set out the following:
 - (i) details of progress in relation to each of the obligations contained in this Deed; and
 - (ii) the number, bedroom size and tenure of Residential Units Occupied in the preceding six months and in total since Commencement AND PROVIDED FURTHER THAT the First Owner shall provide a final written report within 20 Working Days of Occupation of the last Residential Unit.
- (b) Within 15 Working Days of service of the Regular Monitoring Report on the OPDC (or such later date as may either be proposed by the First Owner in writing and approved by the OPDC or as may be imposed by the OPDC and notified in writing to the First Owner) the First Owner and the OPDC shall meet to discuss any defaults in performance as identified by the Regular Monitoring Report and will agree forthwith

such remedial action as may be required PROVIDED THAT where the Regular Monitoring Report does not identify any defaults in performance such a meeting shall not be required to be convened.

9.4 The First Owner covenants with the OPDC to notify the OPDC immediately if:

- (a) the First Owner has a liquidator, receiver, administrative receiver, administrator, manager or trustee in bankruptcy appointed or a winding up order made or a resolution for voluntary winding up passed or possession taken by or on behalf of any debentures secured by a floating charge or a proposal in respect of the First Owner for a voluntary arrangement for a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or any such appointments, orders, resolutions, possessions or proposals for a voluntary arrangement are threatened; or
- (b) the First Owner's Lease is terminated, surrendered or otherwise brought to an end or such termination or surrender or any other action which would bring the First Owner's Lease to an end is threatened or proposed in writing.

10 OWNERSHIP

10.1 The First Owner warrants and undertakes to the OPDC that it is the long leasehold owner of the Site and has full power to enter into this Deed.

10.2 The Owners covenant with the OPDC to give the OPDC written notice of any change in ownership of any of its interests in the Site or part thereof (save in respect of individual Residential Units or units of Commercial Floorspace) occurring before all the obligations under this Deed have been discharged, such notice to be served within 20 Working Days following the change and to give details of the transferee's full name and registered office (if a company) or usual address (if not a company), together with a plan showing the area of the Site to which the disposal relates.

11 NO ENCUMBRANCES

11.1 The First Owner warrants and undertakes to the OPDC that the Site is free from any encumbrances which would prevent the Development from being carried out and brought into beneficial use.

- 11.2 The Owners shall not encumber or otherwise deal with their respective interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Deed are rendered impossible to carry out save where planning permission is granted after the date of this Deed for an alternative development of the Site PROVIDED THAT this clause shall not restrict the Owners from encumbering or otherwise dealing with their respective interests in the Site or any part or parts thereof on a basis that is subject to the obligations, covenants and undertakings imposed by this Deed.

12 REGISTRATION

- 12.1 As soon as reasonably practicable after the completion of this Deed (and in any event within 10 Working Days of this Deed), the First Owner shall make applications to the Land Registry for entries relating to this Deed to be made in the charges registers of the Title Numbers referred to in Recital (B) – (D) above so as to bind the Site as provided for in the above mentioned statutory provisions and shall provide the OPDC with written notification as soon as reasonably practicable that such applications have been made.
- 12.2 If the First Owner fails to notify the OPDC that they have made the applications in accordance with Clause 12.1, the OPDC shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the First Owner and the First Owner hereby covenants with the OPDC to do or concur in doing all things necessary or advantageous to enable the said entries to be made.
- 12.3 The Owners covenant that they shall not make any application to the Land Registry for the removal of any notice registered pursuant to Clauses 12.1 or 12.2 without the prior written consent of OPDC.
- 12.4 The OPDC shall request registration of this Deed as a Local Land Charge by the LBB or its respective successor in statutory function.

13 RIGHT OF ACCESS

Without prejudice to the OPDC's statutory rights of entry and subject to reasonable prior notice, the Owners shall permit the OPDC and its authorised employees, agents, surveyors and other representatives to enter the part of the Site under their control and any buildings erected thereon pursuant to the Development at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed and the Owners shall comply with any reasonable request made by the OPDC for

documentation held by the Owners for such purposes PROVIDED THAT the access to enter the Site as provided for by this clause shall only be permitted by the Owners on the basis that the OPDC's officers, employees and agents shall have first undertaken appropriate on-site health and safety training to ensure compliance with relevant requirements whilst on the Site AND will undertake appropriate induction training as may be directed by the Owners before entering the Site.

14 FIRST OWNER TO NOTIFY THE OPDC

14.1 The First Owner covenants with the OPDC to notify the OPDC in writing of:

- (a) the intended Implementation Date, at least a seven Working Days prior to such intended date;
- (b) the actual Implementation Date, within five Working Days of such actual date;
- (c) the intended Commencement Date, at least a month prior to such intended date;
- (d) the actual Commencement Date, within five Working Days of such actual date;
- (e) on Commencement of the Development the intended date for first Occupation of the Development;
- (f) the intended date for first Occupation of the Development, at least 6 month's prior to such intended date and thereafter 1 month prior to such intended date;
- (g) the actual date of first Occupation of the Development, within five Working Days of such actual date;
- (h) the actual date of Occupation of 50% of the Private Residential Units within five Working Days of such actual date;
- (i) the actual date of first Occupation of Building A within five Working Days of such actual date;
- (j) the actual date of first Occupation of a Residential Unit in Building A within five Working Days of such actual date;

- (k) the actual date of Occupation of the 781st Residential Unit within five Working Days of such actual date;
- (l) the actual date of Occupation of the 400th Residential Unit within five Working Days of such actual date.

14.2 In the event that the First Owner fails to provide notification in accordance with Clause 14.1, the relevant notifiable event shall be deemed by OPDC (acting reasonably) for the purpose of this Deed to have taken place on the earliest date that such event could have taken place.

15 NOTICES

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

- (a) if delivered by hand, the next Working Day after the day of delivery; and
- (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

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

- (a) The OPDC:

Director of Planning
Old Oak and Park Royal Development Corporation
PP5A
City Hall
The Queen's Walk
More London Riverside
London

SE1 2AA

(b) The First Owner, the Second Owner and the Third Owner at their respective addresses at the beginning of this Deed.

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

16 PAYMENTS

16.1 All payments to be made by the First Owner pursuant to the terms of this Deed shall be sent to the OPDC by way of electronic transfer marked for the attention of the Head of Development Management and using reference 17/0076/FUMOPDC.

16.2 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

16.3 The First Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contribution due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the OPDC shall have the right to issue a VAT invoice to the First Owner and the VAT shall be paid accordingly.

17 NO WAIVER

No waiver (whether expressed or implied) by the OPDC of any breach or default in performing or observing any of the covenants, obligations or undertakings contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the OPDC from enforcing any covenants, obligations or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owners.

18 INTEREST ON LATE PAYMENT

If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date payment is made.

19 INDEXATION

Where in this Deed any sum or value is to be paid or is otherwise referred to then unless stated to the contrary such sum or value shall be Index Linked so that such sum or value shall be increased (as the case may be) by the percentage change in the Retail Price Index from the date of the planning committee meeting referred to in Recital F until the date each payment is due (or the date that it becomes necessary to calculate such sum or value) to be calculated by reference to the most recently published figures for the Retail Price Index prior to the date of this Deed and prior to each payment date.

20 LIABILITY UNDER THE DEED

20.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed:

- (a) to the extent that such breach relates to any part of the Site in which that person has no interest; and/or
- (b) which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.

20.2 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of the individual Residential Units or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee, save in respect of the obligations in paragraphs 1.1, 1.2 and 1.3 of Schedule 3 (Affordable Housing) which, subject to paragraph 2 of Schedule 3 (Affordable Housing) shall be enforceable against the individual purchasers or lessees or Occupiers of the individual Affordable Housing Units or their mortgagees or successors in title to either the purchaser or lessee or Occupier or mortgagee.

20.3 No obligations, undertakings or liabilities under this Deed shall be enforceable against individual purchasers or lessees or Occupiers of individual units of Commercial Floorspace or their mortgagees or successors in title to either the purchase or lessee or Occupier or mortgagee

20.4 Subject to paragraph 2 of Schedule 3, no obligations, undertakings or liabilities under this Deed shall be enforceable against any mortgagee or chargee from time to time which shall

have the benefit of a mortgage or charge of or on the whole or any part of the Owners' interest in the Site unless and until such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation, covenant or undertaking relates, whereupon it will be bound by the obligations, covenants and undertakings as a person deriving title from the Owners.

- 20.5 No obligations, undertakings or liabilities under this Deed shall be enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of heat, cooling, electricity, gas, water, drainage, telecommunication services or public transport services.

21 DISPUTES

- 21.1 Where the parties are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Deed or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Deed which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising
- 21.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Deed in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this Clause 21 on the reference of any of the parties to the Dispute
- 21.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in Clause 21.1, then any party may request:
- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Deed, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert;

- (c) if such Dispute shall relate to matters requiring a specialist chartered civil engineer, the President of the Institution of Civil Engineers to nominate the Expert;
- (d) if such Dispute shall relate to matters requiring a specialist chartered account, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- (e) in all other cases, the President of the Law Society to nominate the Expert.

21.4 If the Dispute shall relate to matters falling within two or more of Clauses 21.3(a) to 21.3(e) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of Clauses 21.3(a) to 21.3(e) (inclusive) to act as joint Experts.

21.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties subject to manifest error.

21.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.

21.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:

- (a) he or she shall call for representations from all parties with ten Working Days of a reference to him or her under this Deed and shall require the parties to exchange representations within this period;
- (b) he or she shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 21.7(a) to make counter-representations;

- (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
- (d) he or she shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
- (e) he or she shall be entitled to call for such independent expert advice as he or she shall think fit; and
- (f) his or her costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

21.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

22 CONTRIBUTIONS

22.1 The OPDC covenants that as soon as is reasonably practicable upon receipt of any Contribution under this Deed, to pay such Contribution or payment into a separately identified interest bearing section of the OPDC's accounts (unless the Parties agree otherwise) such accounts bearing the Bank of England base rate of interest from time to time on deposits.

22.2 The OPDC covenants that in the event that any part or all of any of the Contributions have not been allocated or used for the purpose specified within this Deed within ten years from the date of payment to, on written request from the party which paid the relevant Contribution, repay such sums or amounts (or such part thereof) to the party which paid the relevant Contribution with all Interest accrued.

23 MISCELLANEOUS PROVISIONS

23.1 Without prejudice to the terms of this Deed and the obligations imposed on the Owners herein, nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or Varied Planning Permission) granted after the date of this Deed.

23.2 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if and from the date that the Planning Permission:

- (a) expires without the Development having been Implemented; or
- (b) is quashed, revoked or (without the consent of the Owners) modified.

23.3 If any provision of this Deed is declared by any court to be void, voidable, illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect and the parties shall amend that provision in accordance with the decision of the court provided that any party may seek the consent of the others to the termination of this Deed on such terms (including the entering into of another Deed) as may in all the circumstances be reasonable if the effect of the foregoing provisions would be to defeat the original intention of the parties

23.4 Where this Deed requires any matter to be agreed, approved, certified, consented to or determined by any party or any person on behalf of any party hereto under this Deed such agreement, approval, certification, consent or determination shall not be unreasonably withheld or delayed and shall be given in writing.

23.5 No variation to this Deed shall be effective unless made by deed

23.6 All interest earned on sums paid to the OPDC under this Deed shall be taken to form part of the principal sum and may be expended by the OPDC accordingly

23.7 Nothing in this Deed shall imply any obligations on the part of the OPDC to any person to ensure that the Development is properly constructed.

24 INDEMNITY GIVEN BY THE FIRST OWNER TO THE SECOND OWNER AND THE THIRD OWNER

The First Owner shall fully indemnify and keep indemnified the Second Owner and the Third Owner against all liabilities costs expenses expenditure and claims arising under or pursuant to this Deed with the intent that the Second Owner and Third Owner shall suffer no loss pursuant to the terms of this Deed PROVIDED always that the indemnity provided by the First Owner under this Clause shall not extend to any liabilities, costs, expenses, expenditure and claims incurred by the Second Owner arising from the negligence or wilful default of the Second Owner nor shall it extend to any liabilities, costs, expenses, expenditure and claims incurred by the Third Owner arising from the negligence or wilful default of the Third Owner.

25 GOVERNING LAW

This Deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with English law.

26 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

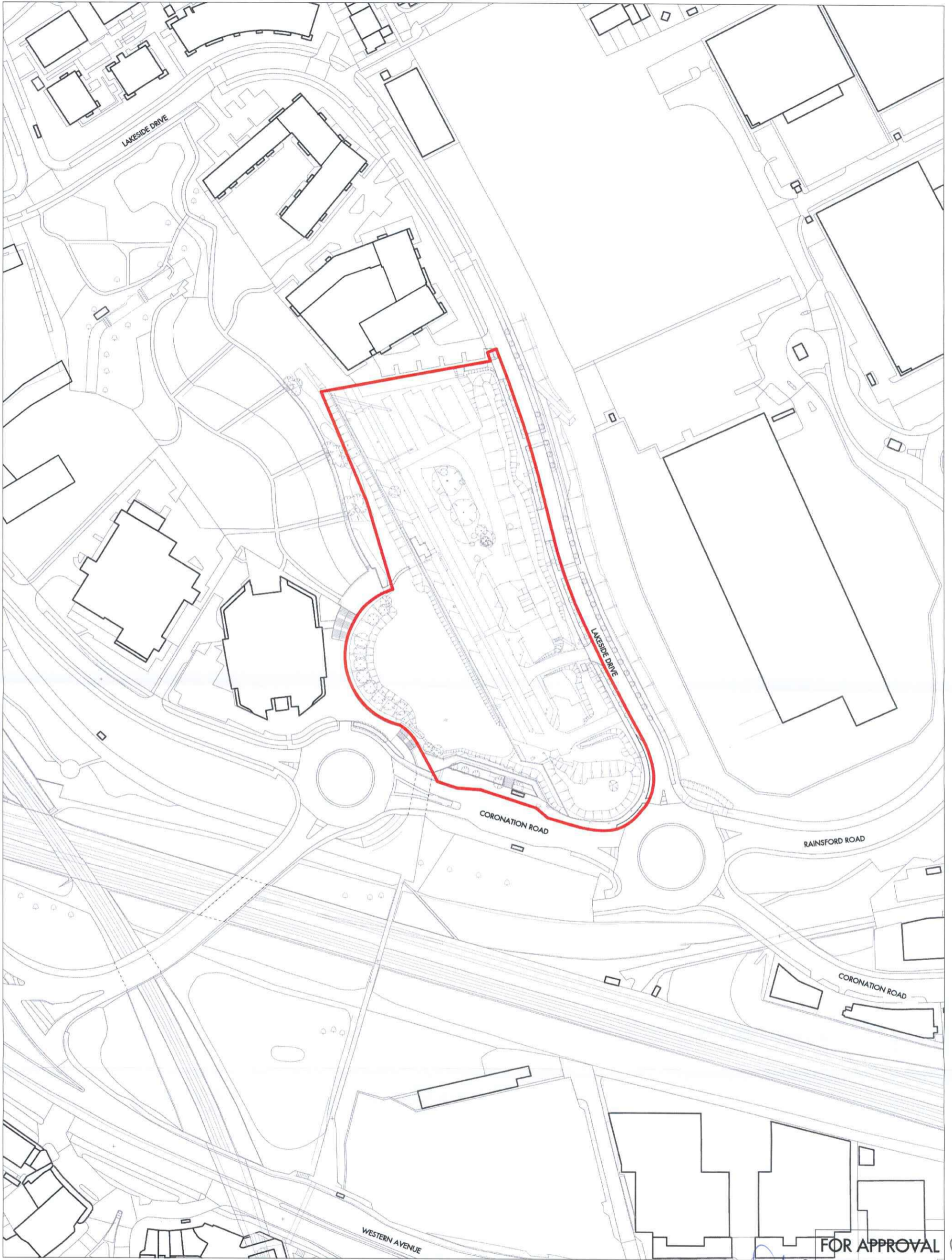
Any person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS whereof this Deed has been executed as a deed and delivered on the date first above written.

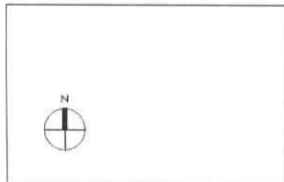
SCHEDULE 1

Plans

- 1 Plan 1 – Site Plan
- 2 Plan 2 – Affordable Housing Plans
- 3 Plan 3 – Public Realm and Open Space Plan
- 4 Plan 4 – Composite Site Plan showing Building A, Building B and Building C and Nursery Facility location plan
- 5 Plan 5 - Highways Drawing
- 6 Plan 6 - Park Royal Opportunity Area Boundary Plan
- 7 Plan 7 - CPZ Plan
- 8 Plan 8 – First Central Plan



FOR APPROVAL



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 adjacent survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	DWG
P1	26/05/2017	FOR PLANNING	ET

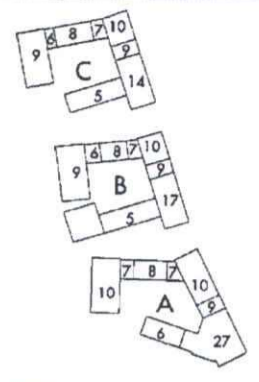
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 020 7921 0100
 020 7921 0101
 info@alliesandmorrison.com

FIRST CENTRAL PARK ROYAL
 Existing Site Location Plan
 16083_00_07_001
 SCALE 1:1250 @A1

M. Walker
A. Morrison
[Signature]

P1

All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET
P3	07/09/2017	GENERAL UPDATE	AG



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are to mean sea level. 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 the fixtures and appliances shown. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documents from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on the drawing represents design intent only.

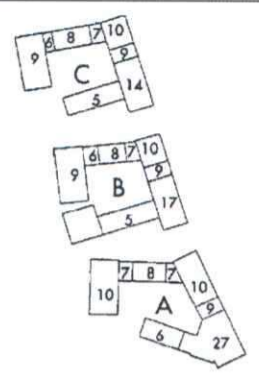
Allies and Morrison
85 Southwark Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
Lower Ground Floor Plan_Tenure
GENERAL ARRANGEMENT
16083_00_07_150
SCALE 1:500 @A2

Handwritten signatures and initials:
M. Walker
P. Morrison
S. P. 12

P3

All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (ILR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL

Do not scale from this drawing. Use figure dimensions only.
Figure dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before commencing with works. Detailed site survey to be carried out to verify positions and level relationships with site factors and entrance survey. Boundaries are indicative only and are to be verified by others.
This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies.
Where building components are described in the specification as contractor designed, 'contractor' information relating to these components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	BY
P1	26/05/2017	For Planning	ET
P2	18/09/2017	For Planning	ET
P3	22/08/2017	For Planning	ET
P4	07/09/2017	GENERAL UPDATE	AG

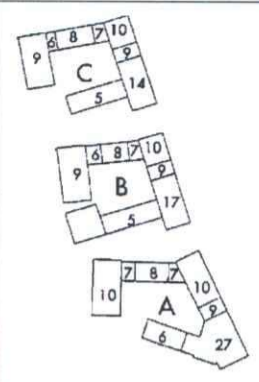
Allies and Morrison
85 Southwark Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL
Upper Ground Floor Plan Tenure
GENERAL ARRANGEMENT
16083_00_07_151
SCALE 1:500 @A2

All Intellectual Property Rights Reserved

P4

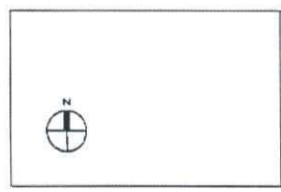
Handwritten signatures and initials in blue ink.



PRIVATE
 SHARED OWNERSHIP (AH)
 RENTED (AH)
 RENTED (LLR)
 COMMERCIAL
 VARIOUS USES (LABELLED)
 CAR PARK
 Note: * indicates extra habitable room
 Landscape is indicative only,
 co-ordination required with
 the Landscape Architects

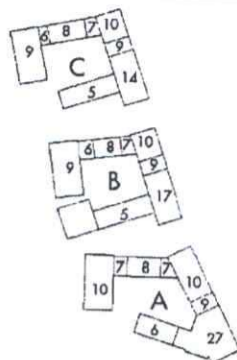


FOR APPROVAL



Do not scale from this drawing. Use figure dimensions only. Figure 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 position and level relationships with site features and entrance survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, 'non-structural' information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	BY
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET
P3	07/09/2017	GENERAL UPDATE	AC
</			



- PRIVILEGE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL

REV	DATE	DESCRIPTION	CDP
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimeters. 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 the latest and accurate survey. Boundaries are relative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agents. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

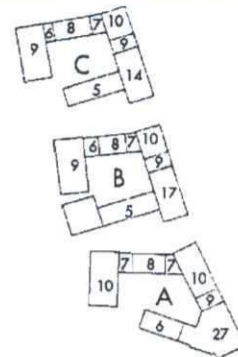
Allies and Morrison
85 Southwark Street
London SE1 0JX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL
Second Floor Plan Tenure
GENERAL ARRANGEMENT
16083_00_07_1S3
SCALE 1:500 @A2

P2

Muller
Abrahamson
W. J. [Signature]

All Intellectual Property Rights Reserved

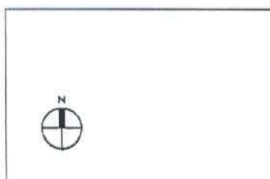


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LUR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL



Do not scale from this drawing. Use figured dimensions only.
Figured dimensions are in millimeters. All levels are in meters. 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 the features and ordnance survey boundaries are indicative only and are to be verified by others. The drawing is to be read in conjunction with other documents from the architect, design team, main contractor and employer's agent. The architect shall be notified of any discrepancies. Where building components are described in the specifications as contractor designed, "construction" information relating to these components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	COO
P1	24/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

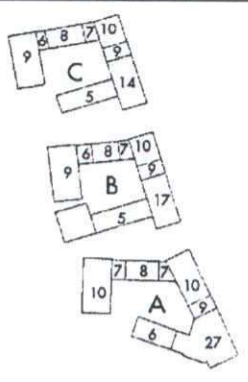
Allies and Morrison
85 Southwark Street
London SE1 0JX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL
Third Floor Plan_Tenure
GENERAL ARRANGEMENT
16083_00_07_154
SCALE 1:500 @A2

All Intellectual Property Rights Reserved

P2

Handwritten signatures and initials:
Muller
Chatterton
CWA



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL

REV	DATE	DESCRIPTION	BY	CHKD
P1	26/05/2017	For Planning		ET
P2	18/08/2017	For Planning		ET

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. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. *Where building components are described in the specification as contractor designed, "construction" information relating to these components that are shown on this drawing represents design intent only.



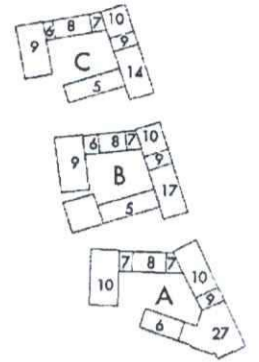
Allies and Morrison
85 Southwark Street
London SE1 0HX
telephone 020 7921 0100
facsimile 020 7921 0101
email info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
Fourth Floor Plan Tenure
GENERAL ARRANGEMENT
16083_00_07_155
SCALE 1 : 500 @A2

All Intellectual Property Rights Reserved

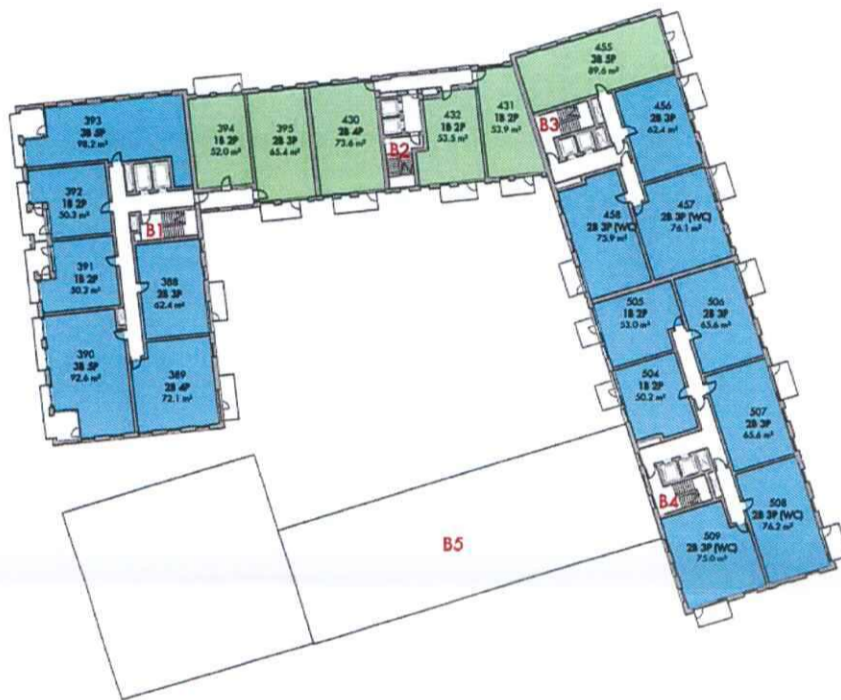
P2

Handwritten signatures and initials:
Morrison
Abraham
C. D.

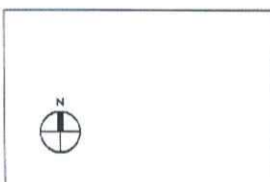


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LUR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only,
 co-ordination required with
 the Landscape Architects



FOR APPROVAL



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimeters. 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 the historic and subsurface survey. Boundaries are indicative only and are to be verified by others. This drawing is to be used in conjunction with other documents from the architect, design team, local authority and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

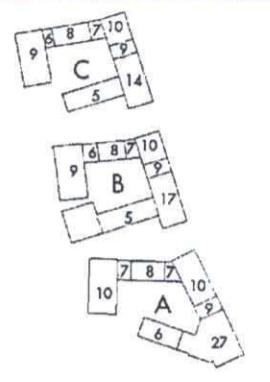
REV	DATE	DESCRIPTION	CRD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

Allias and Morrison
 85 Southwark Street
 London SE1 0HX
 020 7921 0100
 020 7921 0101
 info@alliasandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
 Fifth Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_156
 SCALE 1:500 @A2

Muller
Muller
 P2

All Intellectual Property Rights Reserved

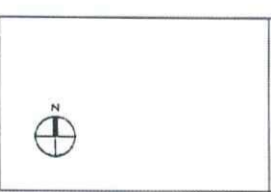


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in metres. All dimensions and levels shall be verified on site before proceeding with work. Detailed site survey to be carried out to verify position and level relationships with site features and Ordnance Survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	16/08/2017	For Planning	ET

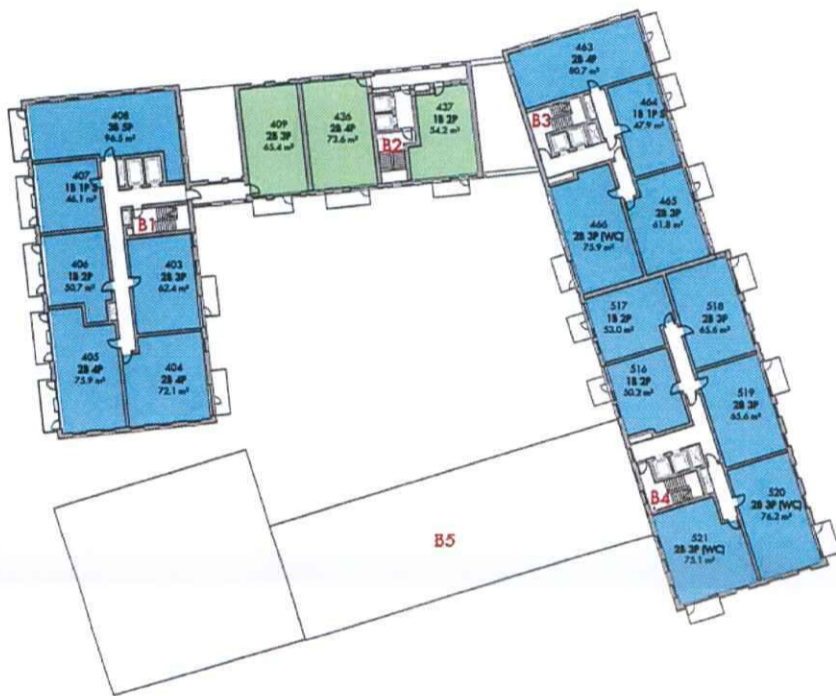
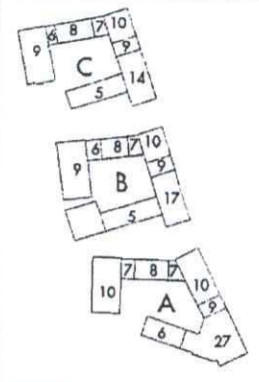
Allies and Morrison
85 Southwark Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
Sixth Floor Plan Tenure
GENERAL ARRANGEMENT
16083_00_07_157
SCALE 1 : 500 @A2

M. Walker
M. Walker
M. Walker

P2

All Intellectual Property Rights Reserved



FOR APPROVAL

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

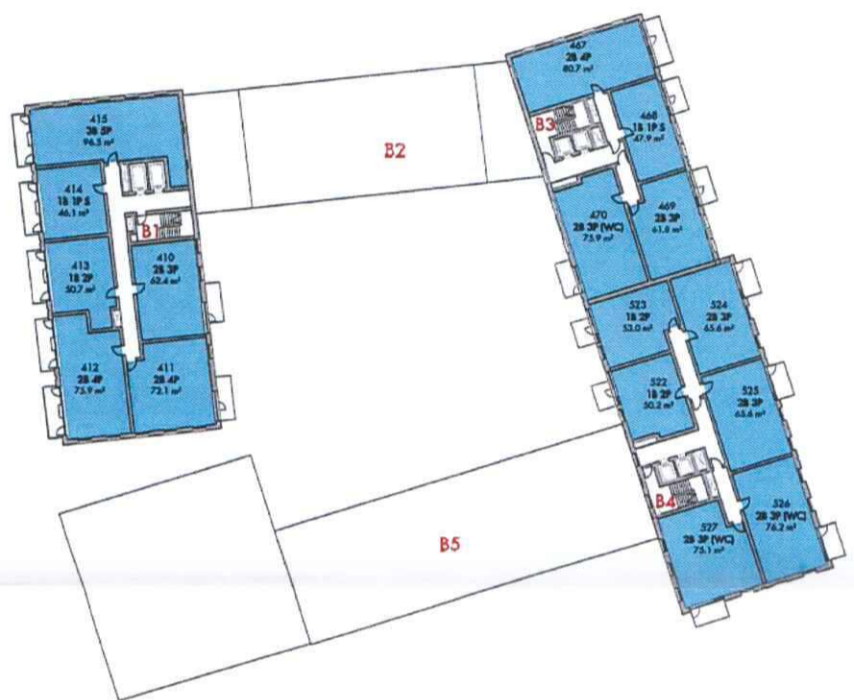
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 Telephone 020 7921 0100
 Facsimile 020 7921 0101
 Email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL
 Seventh Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_158
 SCALE 1 : 500 @A2

Handwritten signatures and initials:
 M. Walker
 J. Morrison
 C. N. L.

P2

All Intellectual Property Rights Reserved



FOR APPROVAL

REV	DATE	DESCRIPTION	BY
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

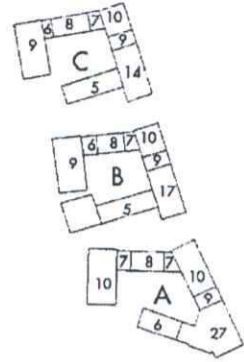
Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify position and level relationships with the features and ordinance survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building elements are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
 Eighth Floor Plan_Tenure
 GENERAL ARRANGEMENT
 16083_00_07_159
 SCALE 1 : 500 @A2

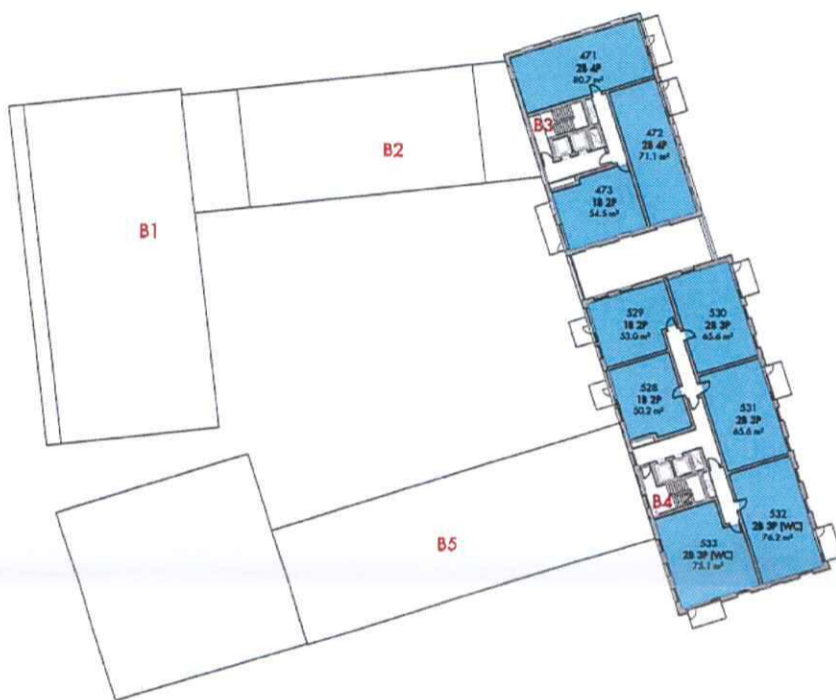
Muller
[Signature]
 P2

All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LIR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Marketing	ET

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 ordinance survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to these components that are shown on this drawing represents design intent only.

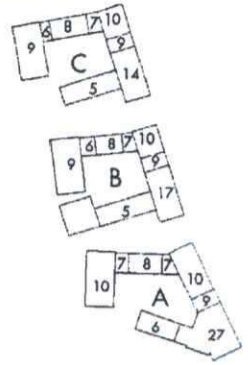
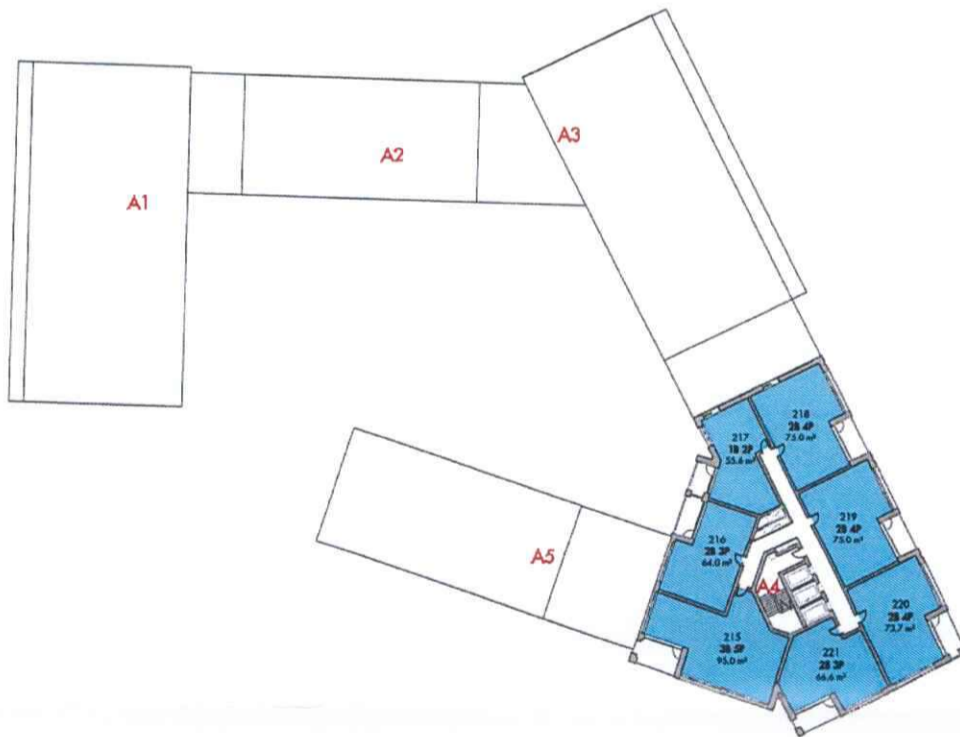
Allies and Morrison
85 Southwark Street
London SE1 0HX
telephone 020 7921 0100
facsimile 020 7921 0101
email info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
Ninth Floor Plan_Tenure
GENERAL ARRANGEMENT
16083_00_07_160
SCALE 1:500 @A2

M. Walker
R. Williams
[Signature]

P2

All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects

FOR APPROVAL

REV	DATE	DESCRIPTION	COO
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

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. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building elements are described in the specification as contractor designed, "assumption" information relating to these components that are shown on this drawing represents design intent only.

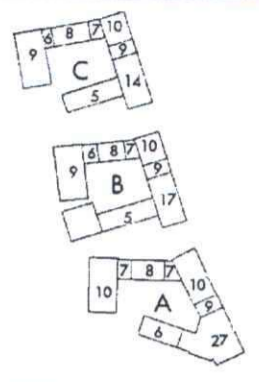
Allies and Morrison
65 Southwark Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
Tenth Floor Plan Tenure
GENERAL ARRANGEMENT
16083_00_07_161
SCALE 1 : 500 @A2

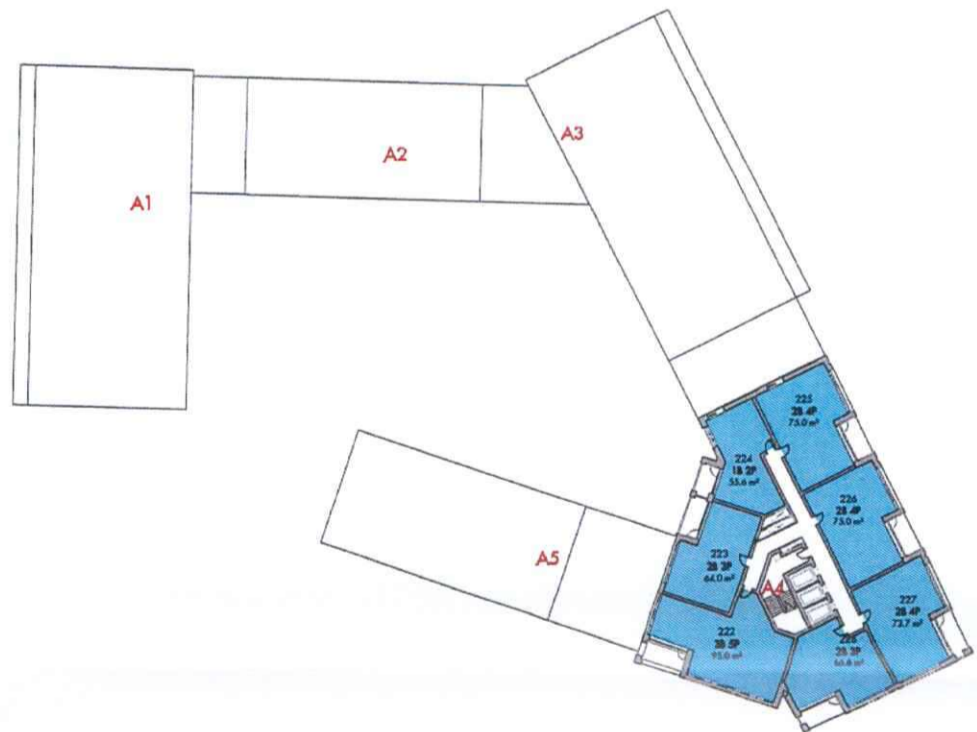
M. Weston
J. Morrison
[Signature]

P2

All Intellectual Property Rights Reserved



- PRIVATE
 - SHARED OWNERSHIP (AH)
 - RENTED (AH)
 - RENTED (L/R)
 - COMMERCIAL
 - VARIOUS USES (LABELLED)
 - CAR PARK
- Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL



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. This drawing is to be read in conjunction with other documentation from the architect, design team, each contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "construction" information relating to these components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

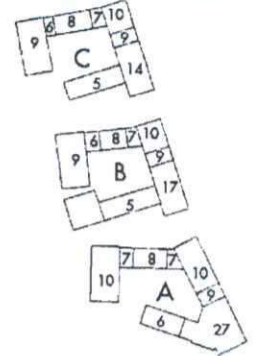
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
 Eleventh Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_162
 SCALE 1 : 500 @A2

All Intellectual Property Rights Reserved

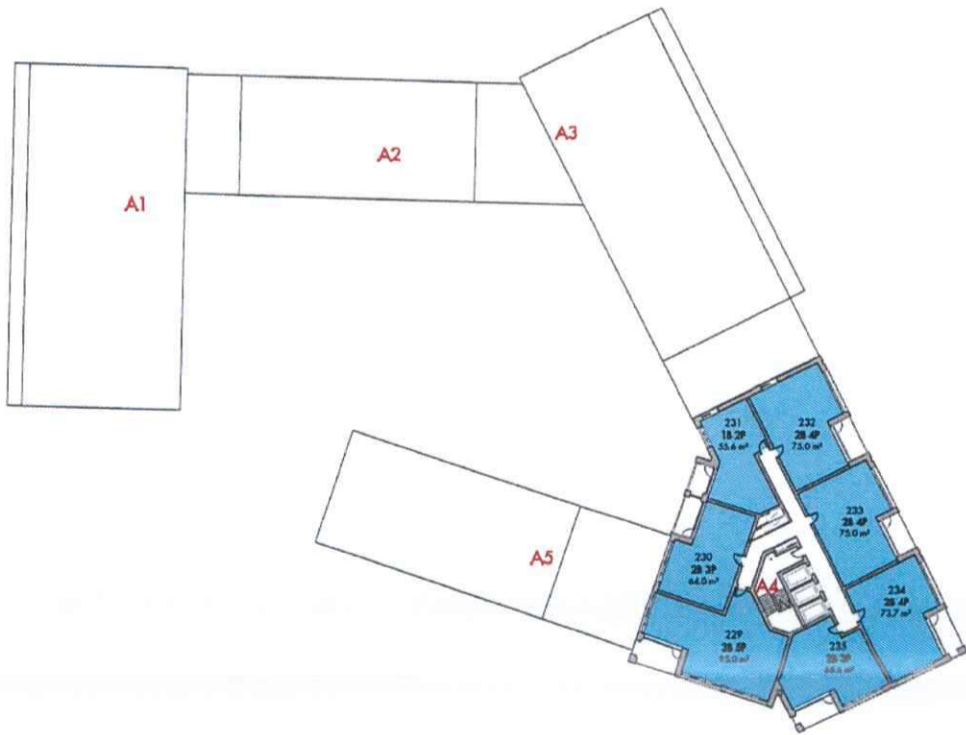
R2

Handwritten signatures and initials:
 Robert Morrison
 [Signature]
 [Signature]
 [Signature]

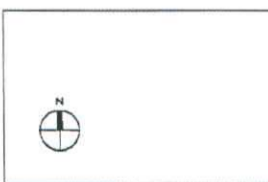


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only,
 co-ordination required with
 the Landscape Architects



FOR APPROVAL



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. This drawing is to be used in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specifications as contractor designed, "construction" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

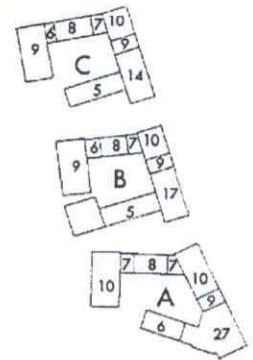
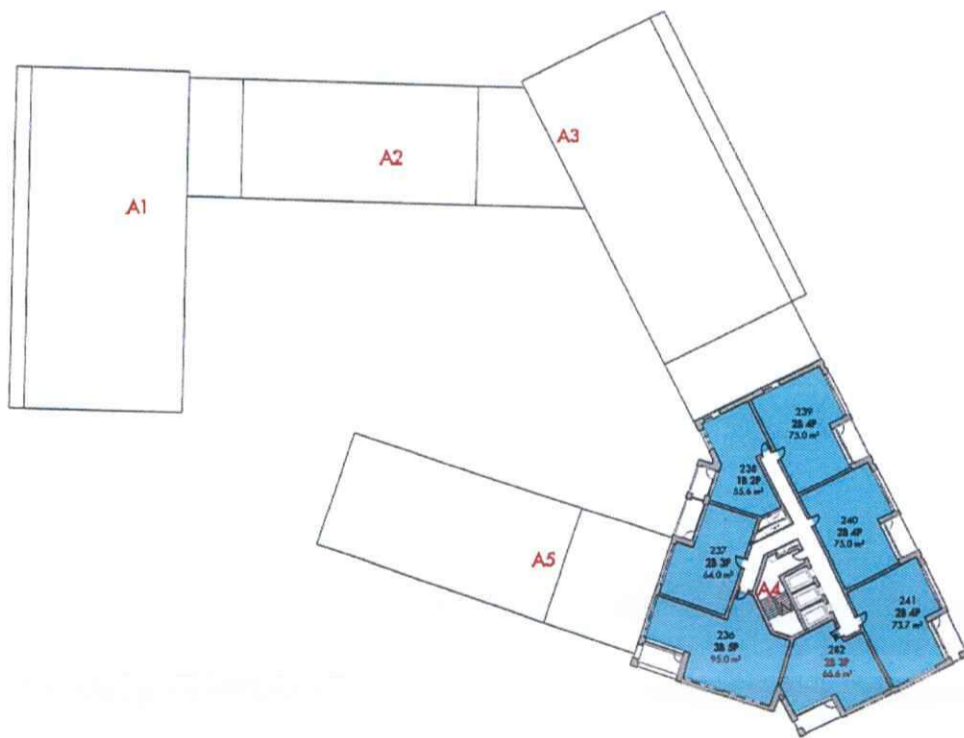
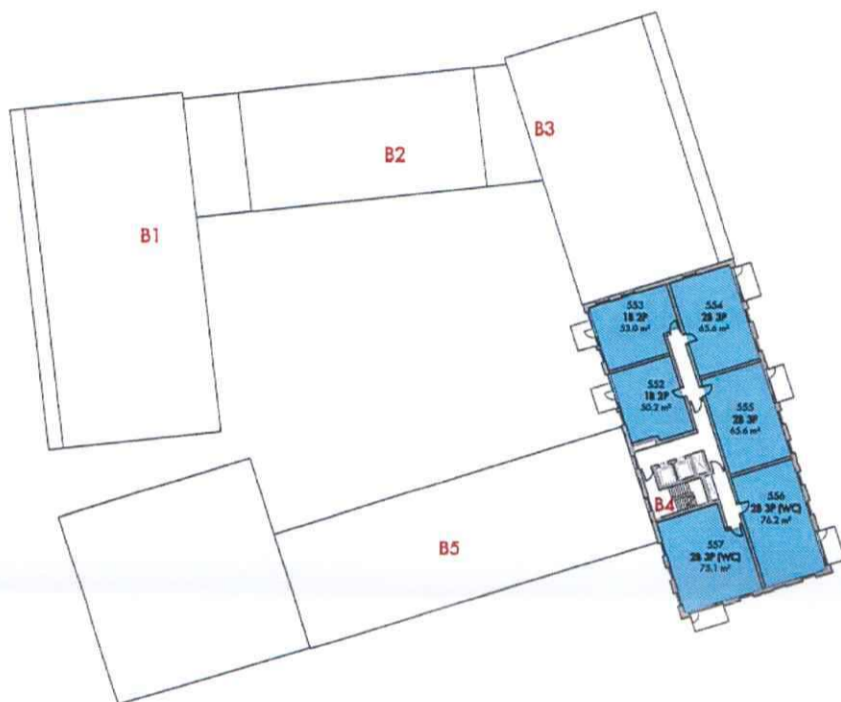
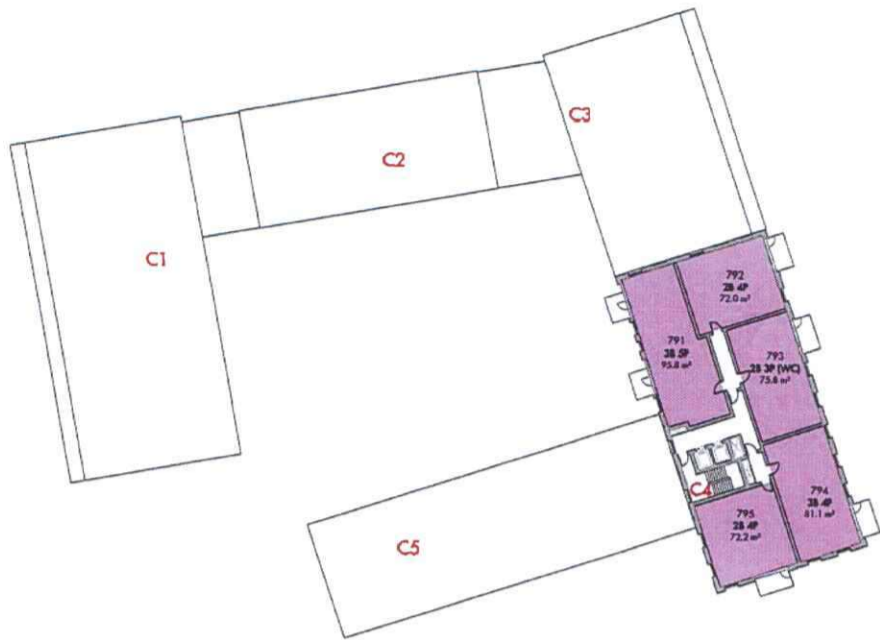
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 020 7921 0100
 020 7921 0101
 info@alliesandmorrison.com
 telephone
 facsimile
 email
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL
 Twelfth Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_163
 SCALE 1 : 500 @A2

M. Walker
Abdullah
[Signature]

P2

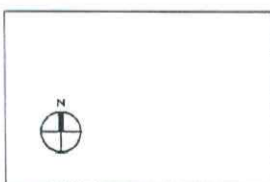
All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects

FOR APPROVAL



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 all features and Ordnance Survey. Boundaries are indicative only and are to be verified by others. This drawing is to be used in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect does not warrant or accept any responsibility for the accuracy of any information. Where building components are described in the specification as contractor designed, "as-constructed" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	16/08/2017	For Planning	ET

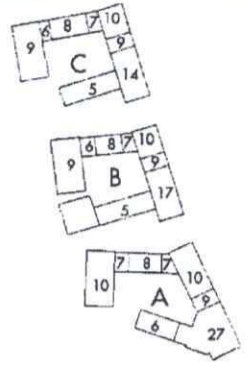
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
 Thirteenth Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_164
 SCALE 1 : 500 @A2

Handwritten signatures and initials:
 [Signature]
 [Signature]
 [Signature]
 [Signature]
 [Signature]

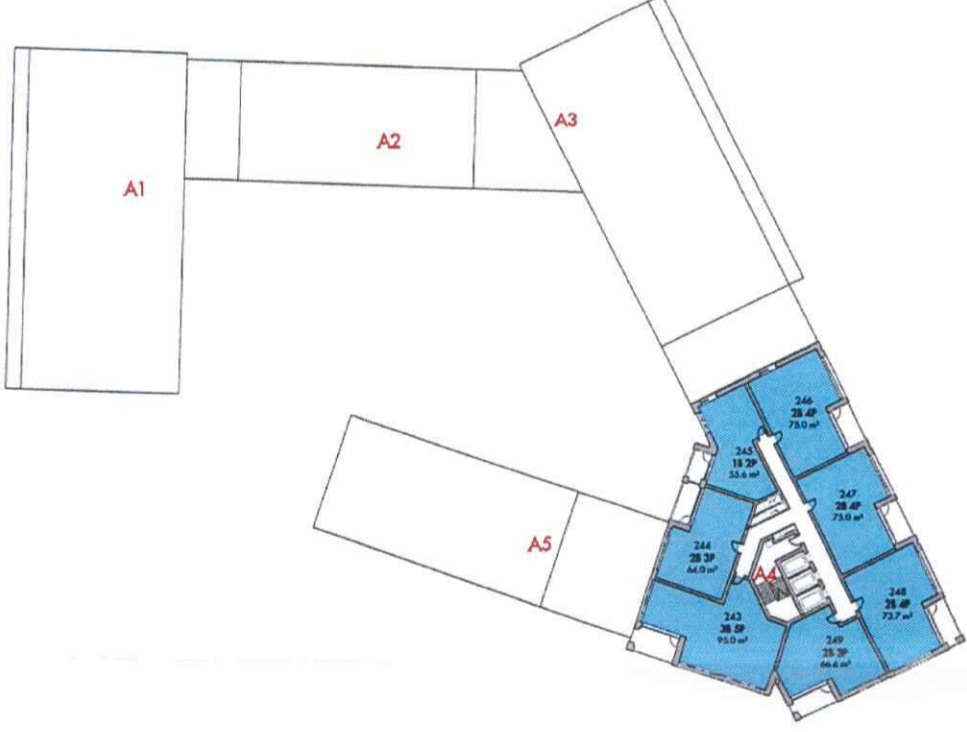
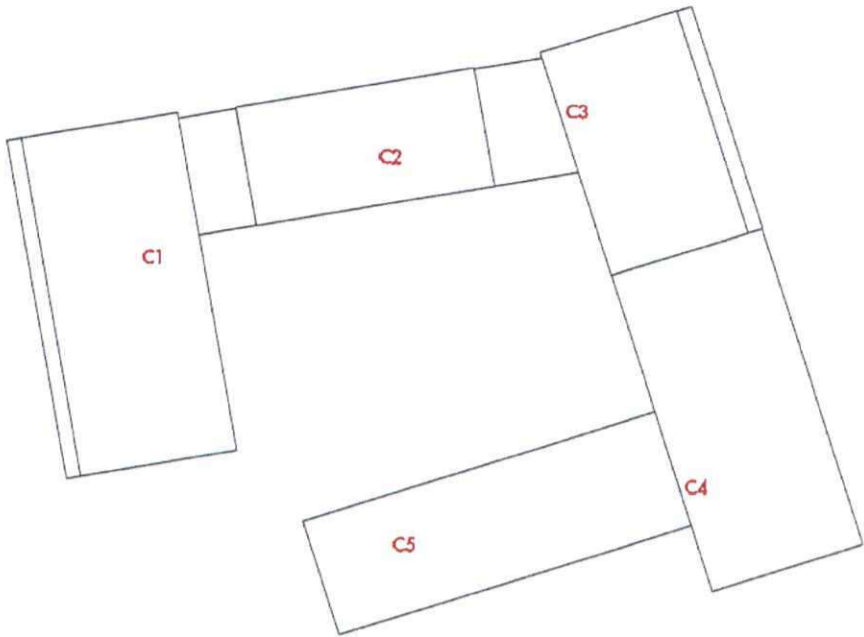
P2

All Intellectual Property Rights Reserved

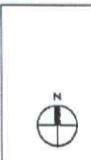


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only,
 co-ordination required with
 the Landscape Architects



FOR APPROVAL



Do not scale from this drawing. Use figured dimensions only.
 Figured dimensions are in millimeters. All levels are in meters. 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 ordinance survey.
 Boundaries are indicative only and are to be verified by others.
 This drawing is to be read in conjunction with other documentation
 from the architect, design team, main contractor and employer's
 agent. The architect must be notified of any discrepancies.
 Where building components are described in the specification as
 contractor designed, "unstructed" information relating to these
 components that are shown on this drawing represents design intent
 only.

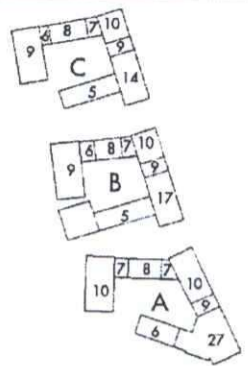
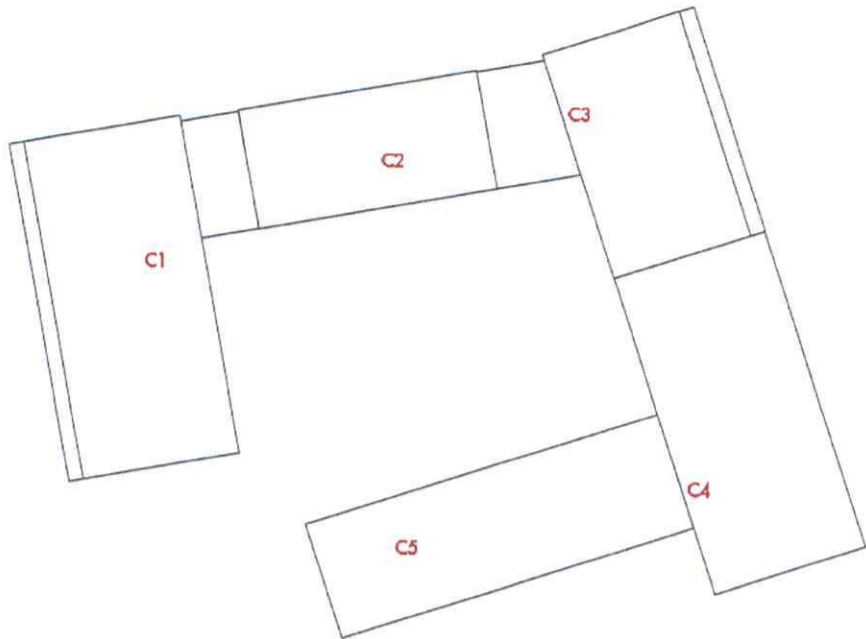
REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
 Fourteenth Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_165
 SCALE 1 : 500 @A2

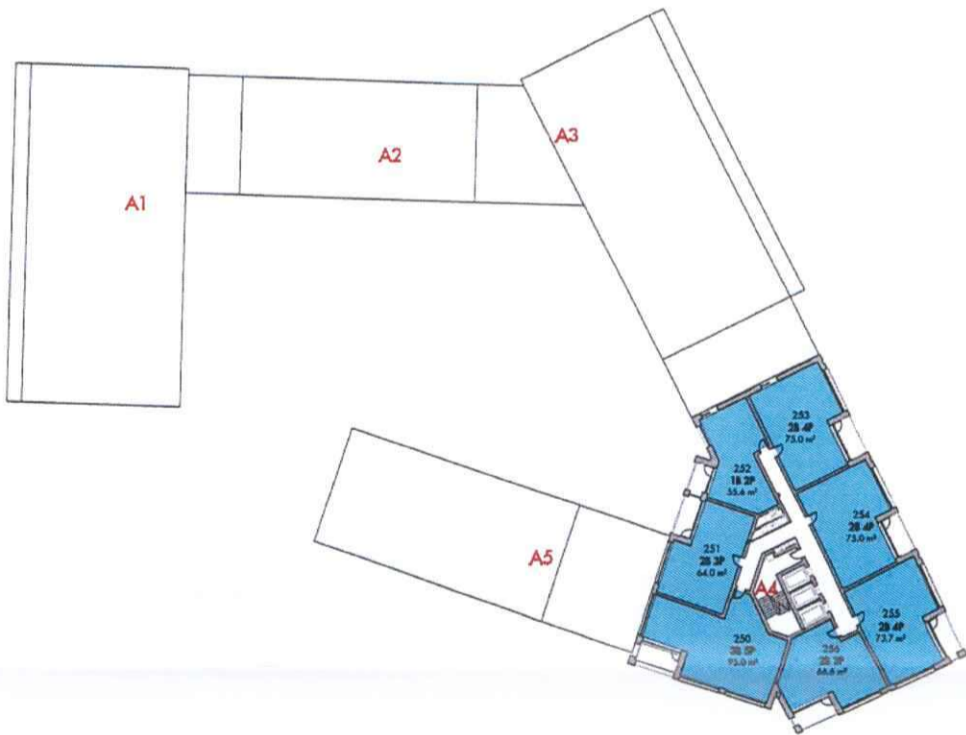
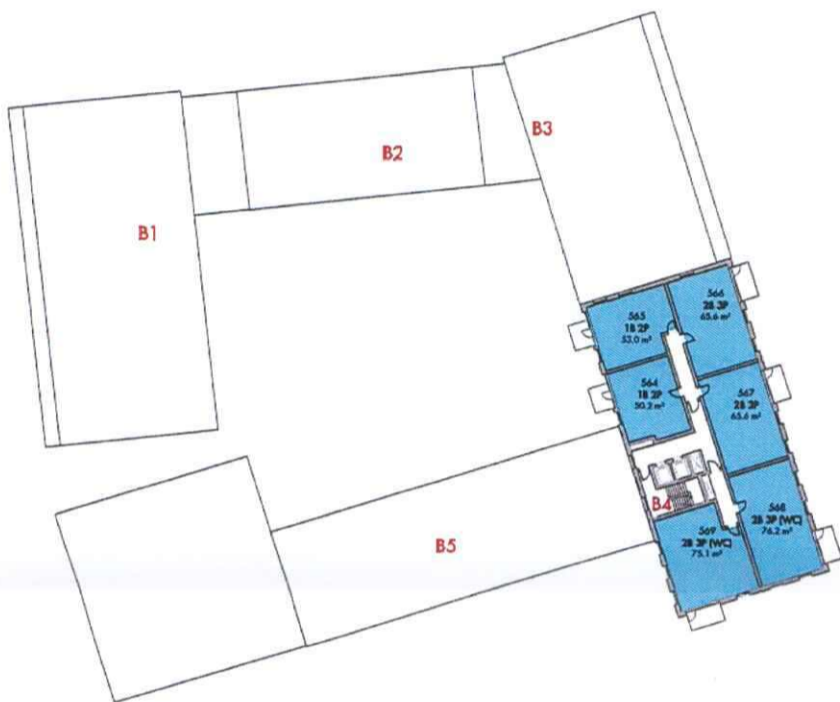
M. Muller
M. Williams
 P2

All Intellectual Property Rights Reserved

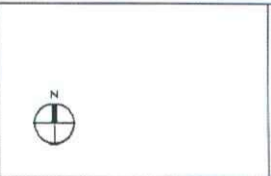


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL



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 indicated only and are to be verified by others. This drawing is to be used in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect shall be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	BY
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

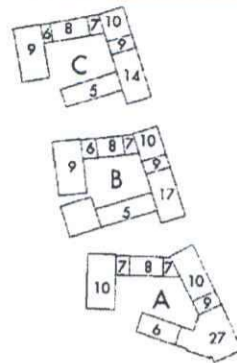
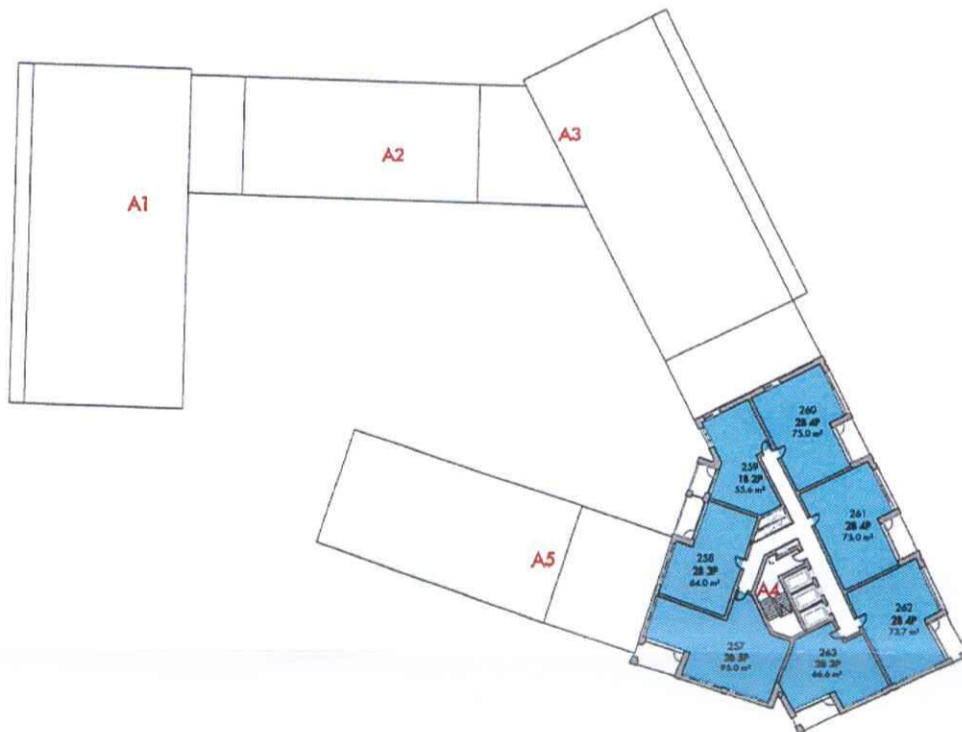
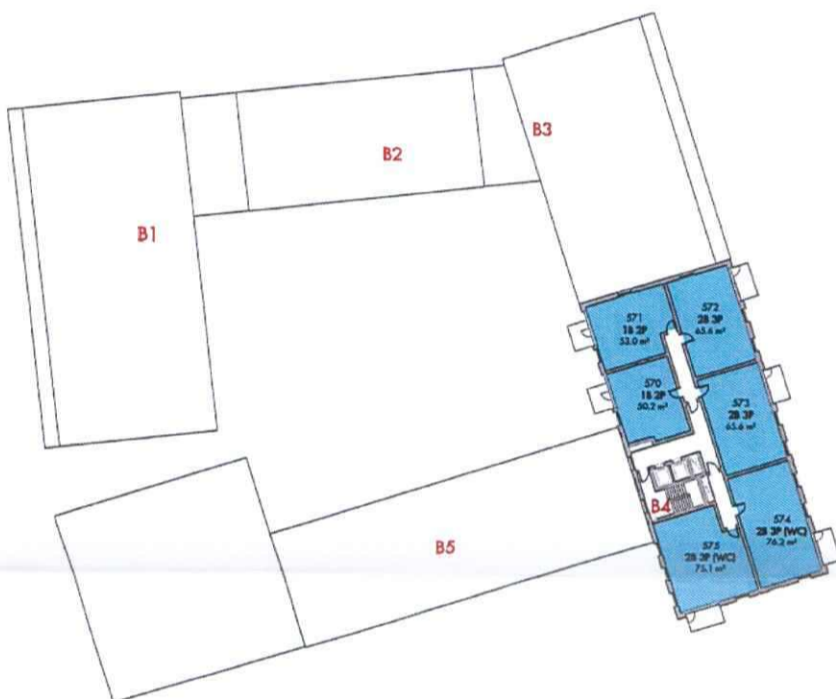
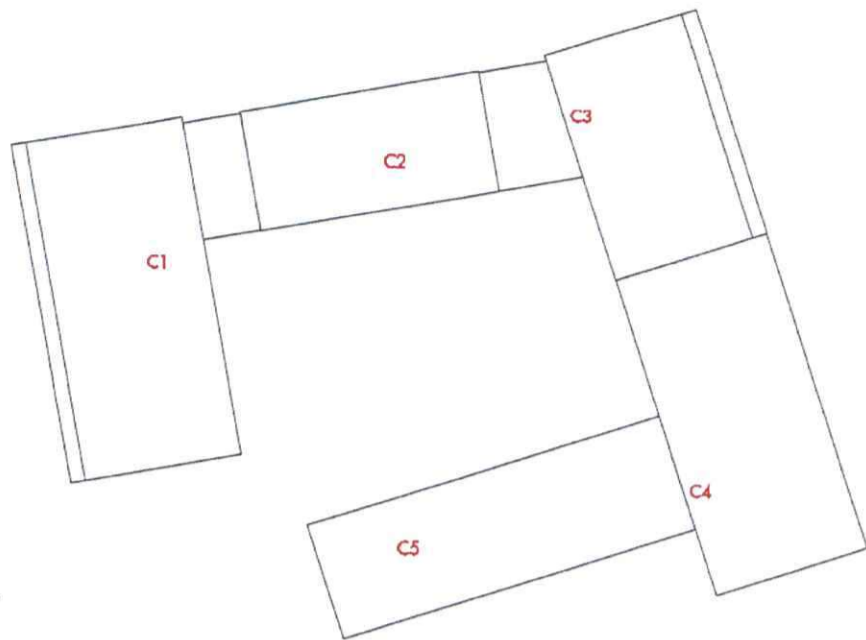
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL
 Fifteenth Floor Plan, Tenure
 GENERAL ARRANGEMENT
 16083_00_07_166
 SCALE 1:500 @A2

M. Walker
M. Walker

P2

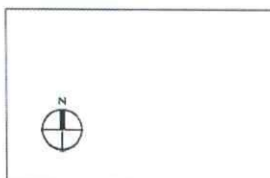
Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only,
 co-ordination required with
 the Landscape Architects

FOR APPROVAL



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.
 This drawing is to be used in conjunction with other documentation
 from the architect, design team, main contractor and employer's
 representative. The architect shall be notified of any discrepancies.
 Where building components are described in the specification as
 contractor designed, "contractor" information relating to those
 components that are shown on this drawing represents design intent
 only.

REV	DATE	DESCRIPTION	BY
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

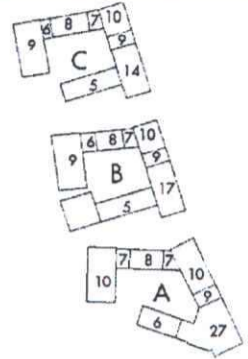
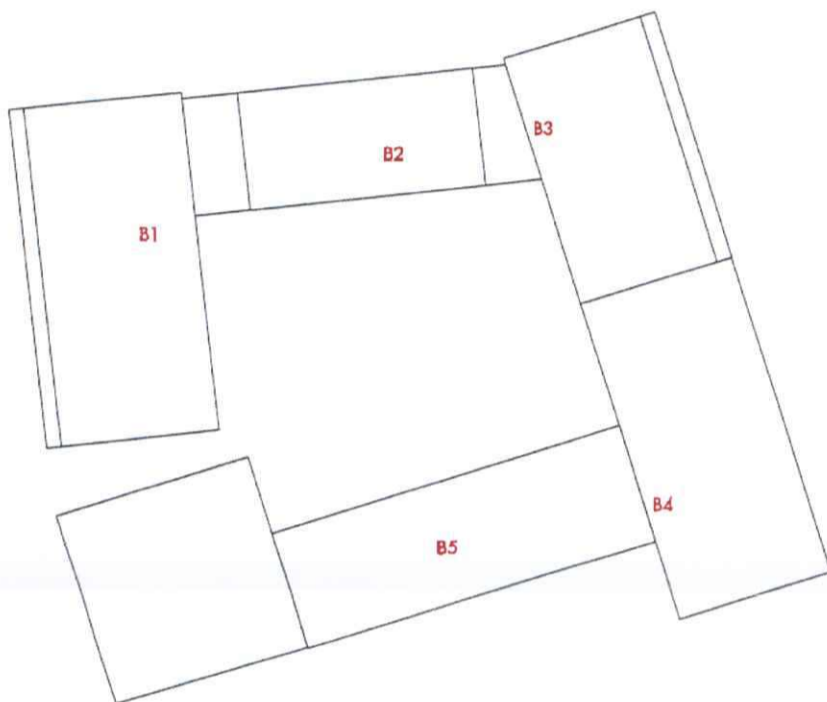
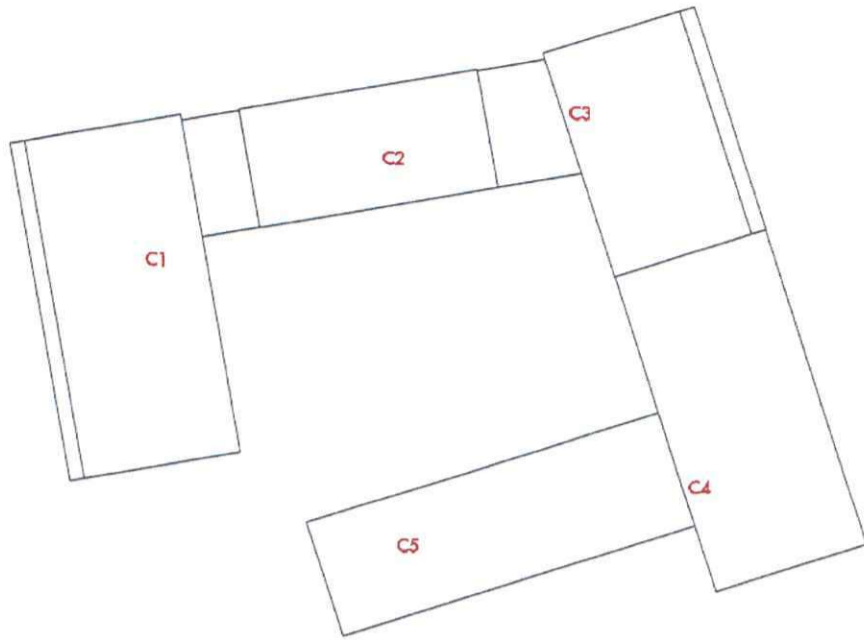
Allies and Morrison
 B5 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
 Sixteenth Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_167
 SCALE 1:500 @A2

M. Walker
M. Walker
M. Walker

P2

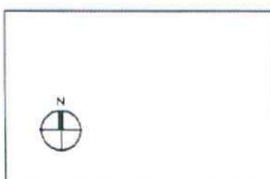
All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects

FOR APPROVAL



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. This drawing is to be used in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification or contractor designed, "construction" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CO
P1	26/05/2017	For Planning	E7
P2	18/08/2017	For Planning	E7

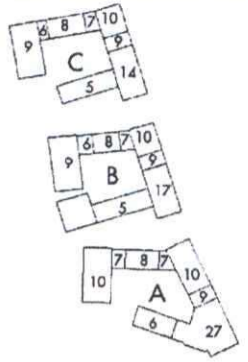
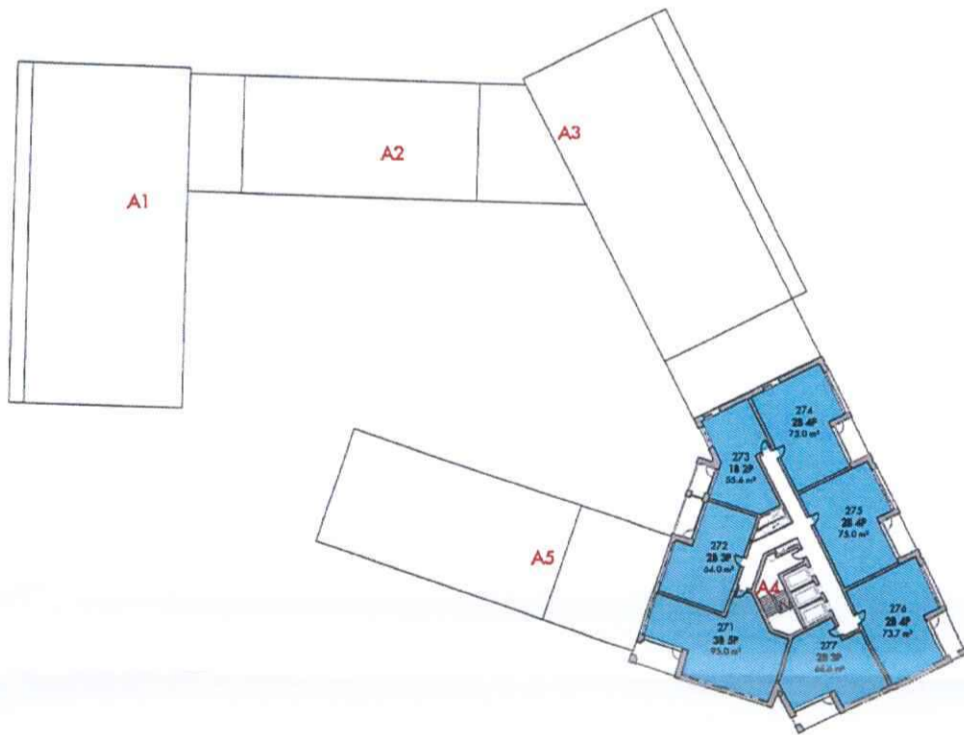
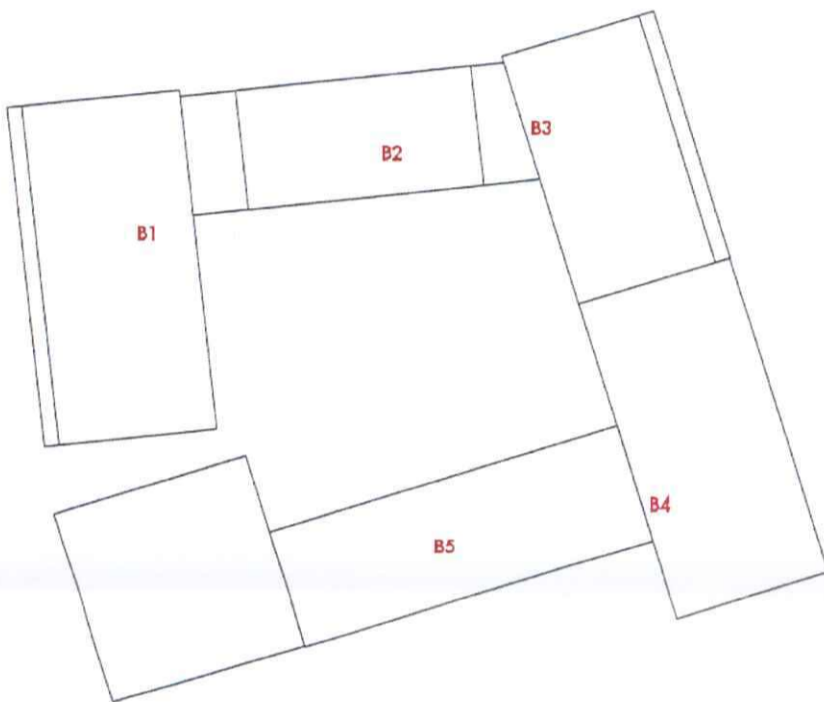
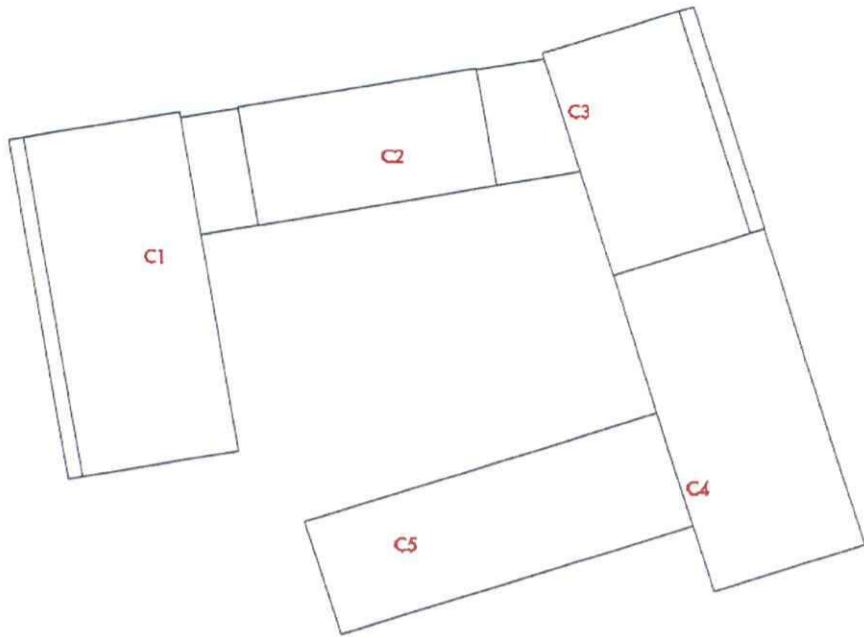
Allies and Morrison
85 Southwark Street
London SE1 0HX
telephone 020 7921 0100
facsimile 020 7921 0101
email info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
Seventeenth Floor Plan - Tenure
GENERAL ARRANGEMENT
16083_00_07_168
SCALE 1:500 @A2

All Intellectual Property Rights Reserved

P2

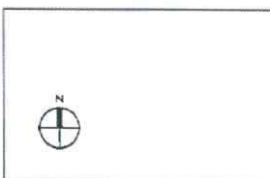
Handwritten signatures and initials:
M. Waters
R. Robertson
C. N. L.



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects

FOR APPROVAL



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimeters. All levels are in meters. 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 adjacent survey. Foundations are indicative only and are to be verified by others. This drawing is to be used in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect shall be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/03/2017	For Planning	EF
P2	18/06/2017	For Planning	EF

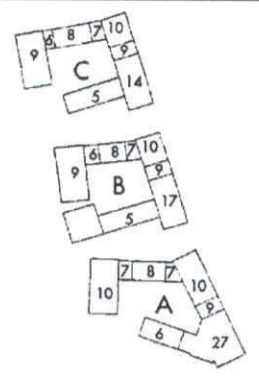
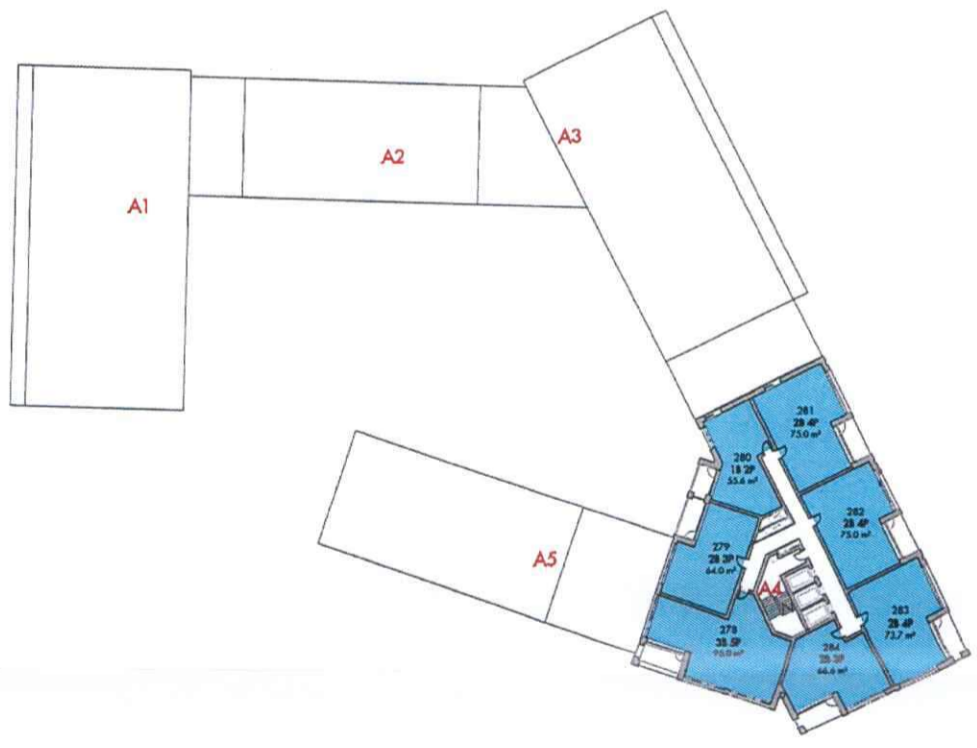
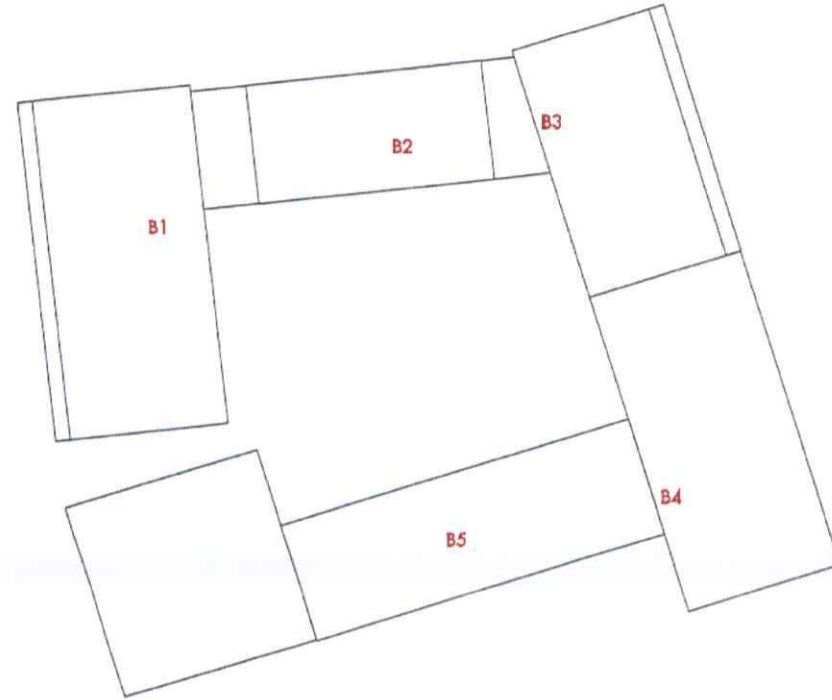
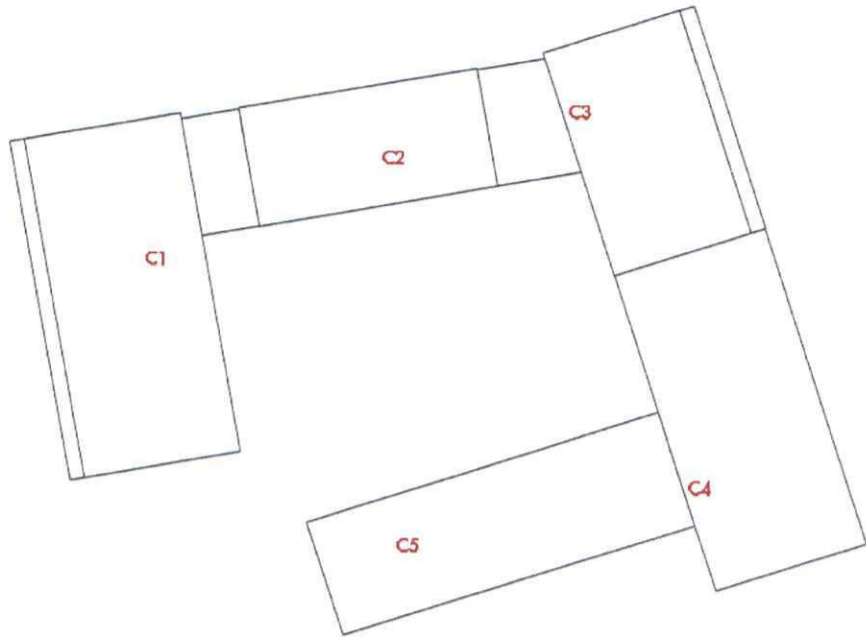
Allies and Morrison
85 Southwark Street
London SE1 0HX
telephone 020 7921 0100
facsimile 020 7921 0101
email info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
Eighteenth Floor Plan Tenure
GENERAL ARRANGEMENT
16083_00_07_169
SCALE 1 : 500 @A2

Handwritten signatures and initials

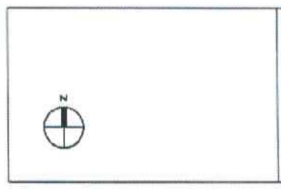
P2

All Intellectual Property Rights Reserved



- PRIVATE
 - SHARED OWNERSHIP (AH)
 - RENTED (AH)
 - RENTED (LIR)
 - COMMERCIAL
 - VARIOUS USES (LABELLED)
 - CAR PARK
- Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architect

FOR APPROVAL



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. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

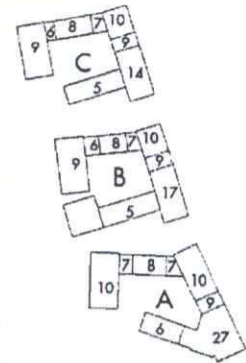
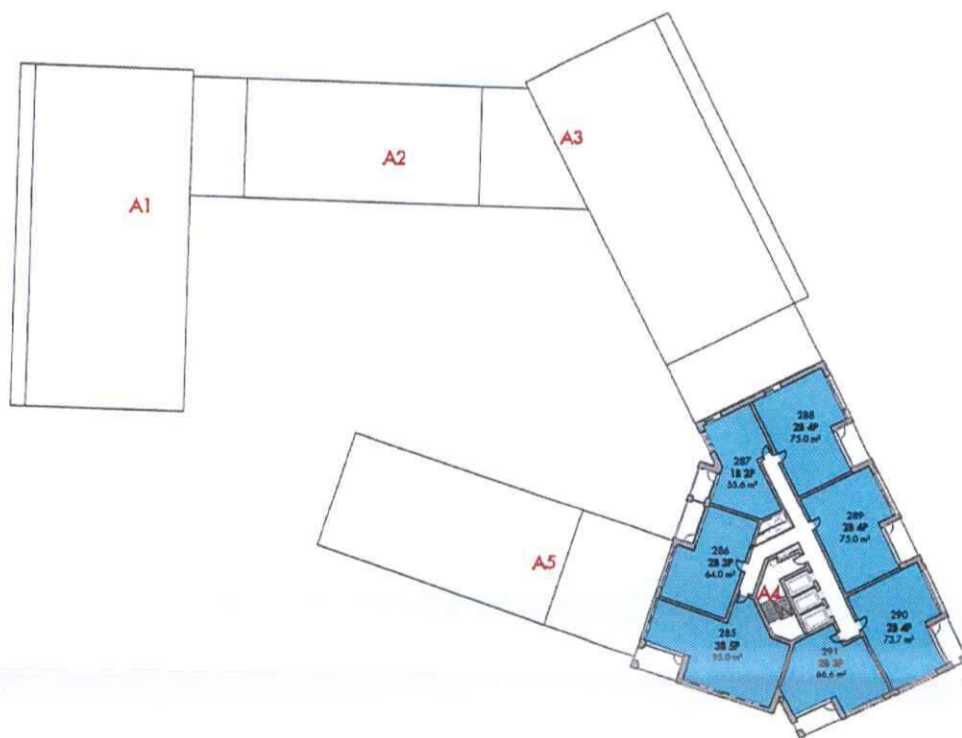
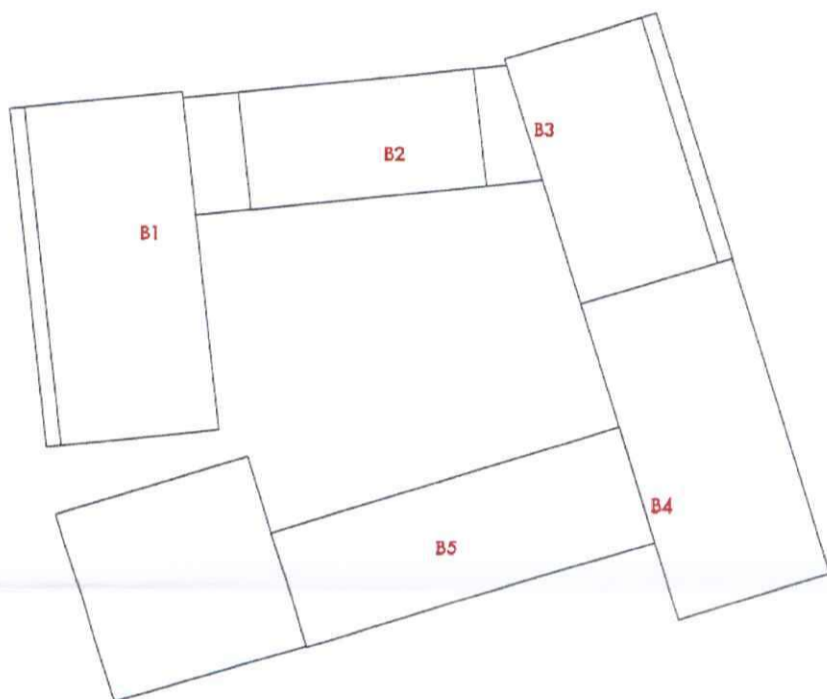
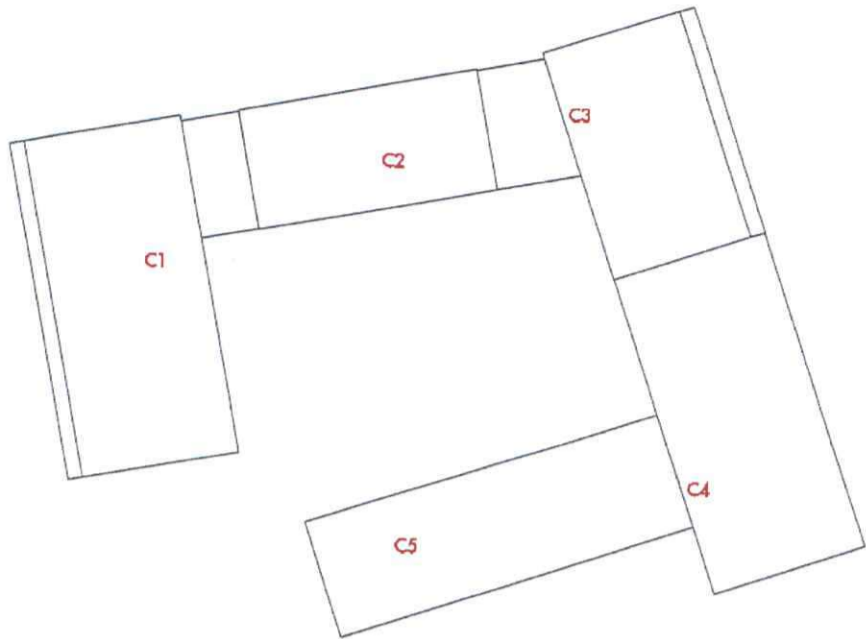
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 020 7921 0100
 020 7921 0101
 info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
 Nineteenth Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_170
 SCALE 1:500 @A2

P2

Handwritten signatures and initials in blue ink.

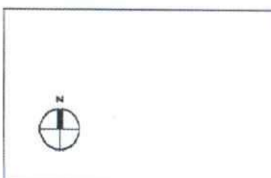
All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only,
 co-ordination required with
 the Landscape Architects

FOR APPROVAL



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 adjacent survey.
 Boundaries are indicative only and are to be verified by others.
 This drawing is to be used in conjunction with other documentation
 from the architect, design team, main contractor and employer's
 agent. The architect must be notified of any discrepancies.
 Where building components are described in the specification or
 contractor schedule, "construction" information relating to those
 components that are shown on this drawing represents design intent
 only.

REV	DATE	DESCRIPTION	CHKD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

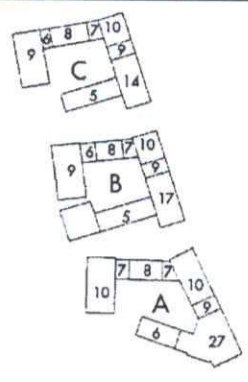
Allies and Morrison
 85 Southwark Street
 London SE1 4XK
 020 7921 0100
 020 7921 0101
 info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
 Twentieth Floor Tenure
 GENERAL ARRANGEMENT
 16083_00_07_17
 SCALE 1:500 @A2

Handwritten signatures and initials

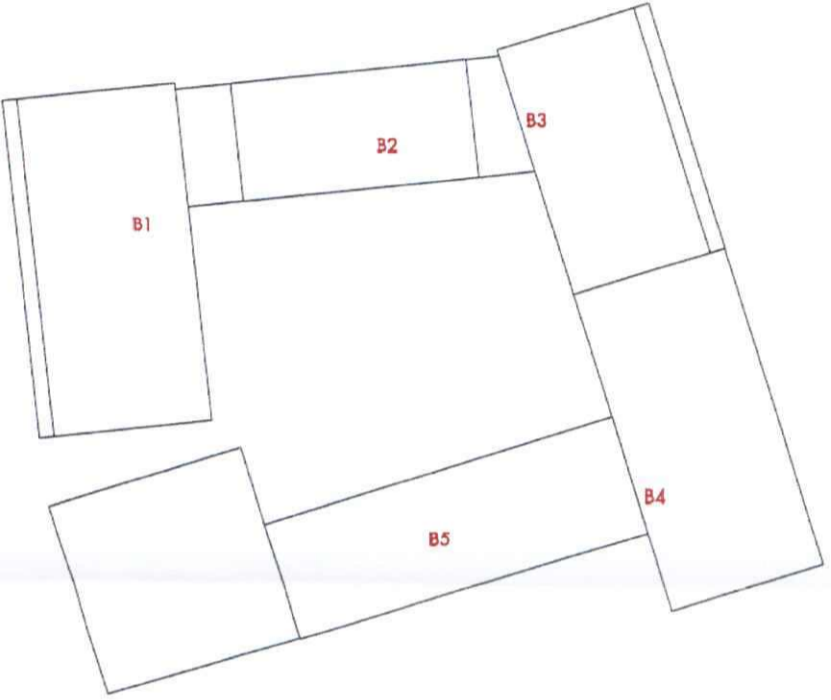
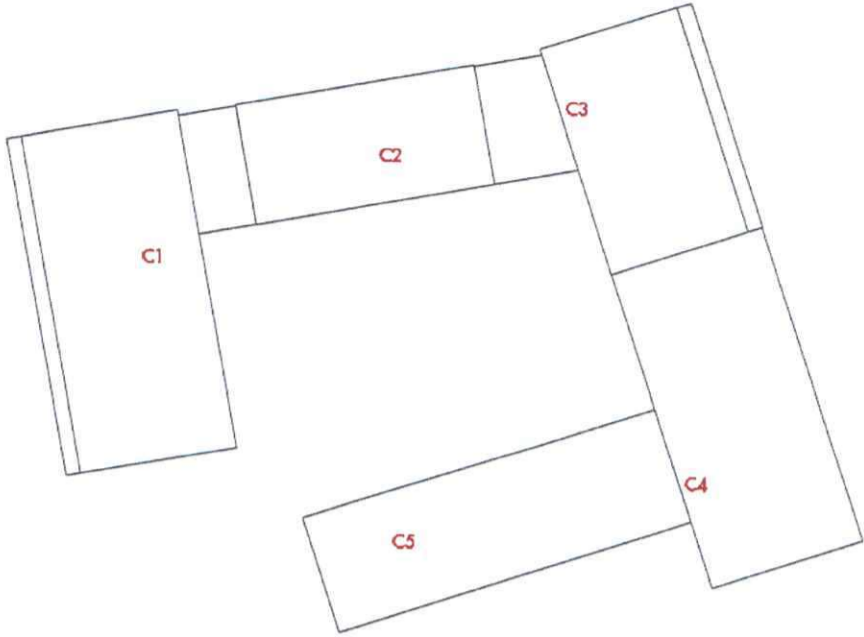
P2

All Intellectual Property Rights Reserved



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only,
 co-ordination required with
 the Landscape Architects



FOR APPROVAL



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.
 The location and indicative only and are to be verified by others.
 This drawing is to be read in conjunction with other documents
 from the architect, design team, main contractor and employer's
 agent. The architect must be notified of any discrepancies.
 Where building components are described in the specification as
 contractor designed, "contractor" information relating to those
 components that are shown on this drawing represents design intent
 only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/06/2017	For Planning	ET

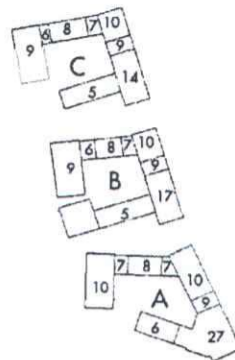
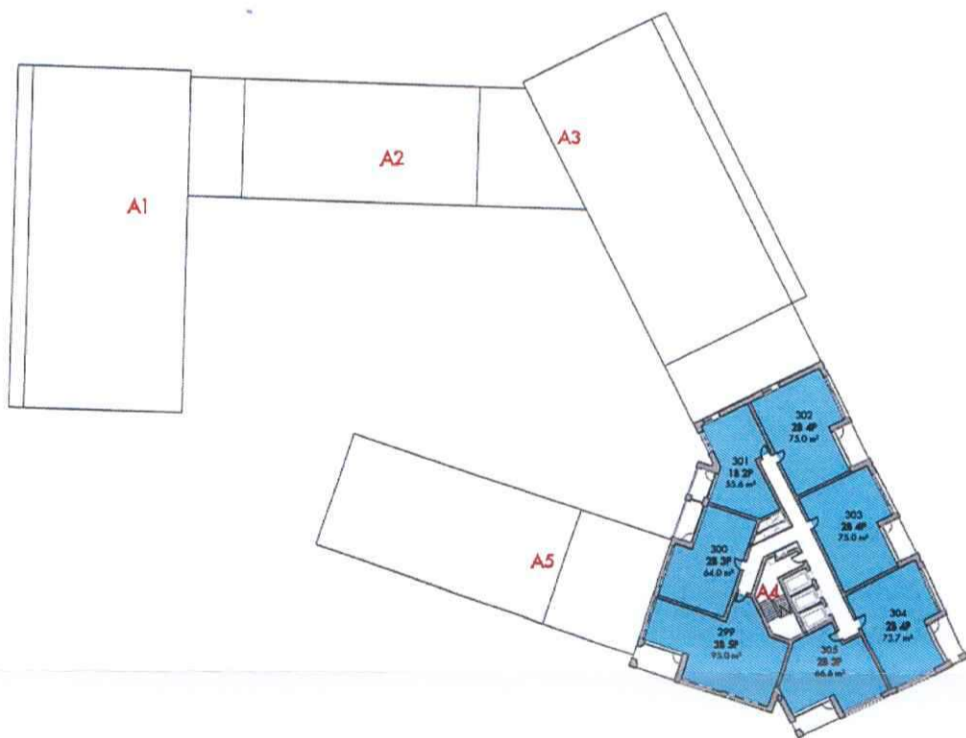
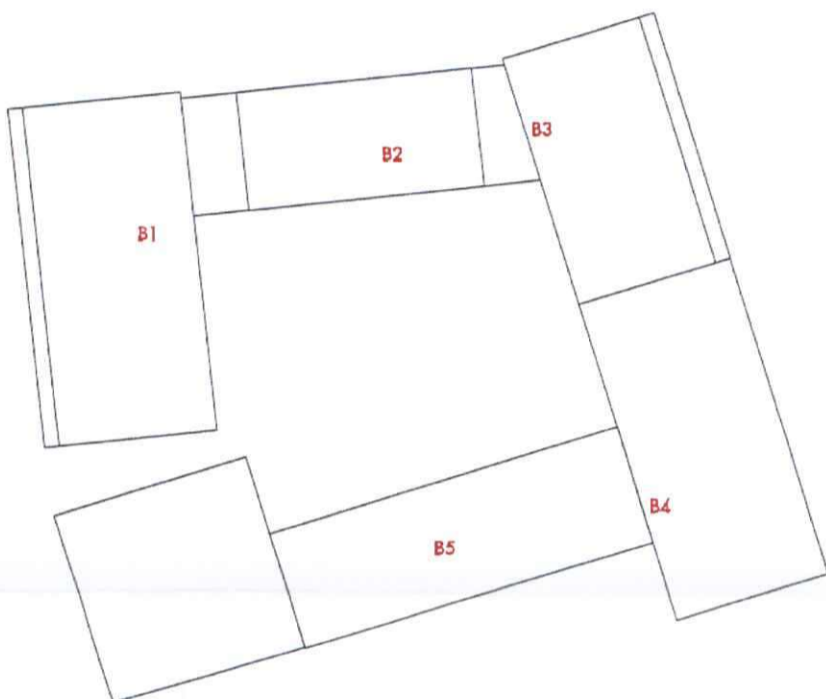
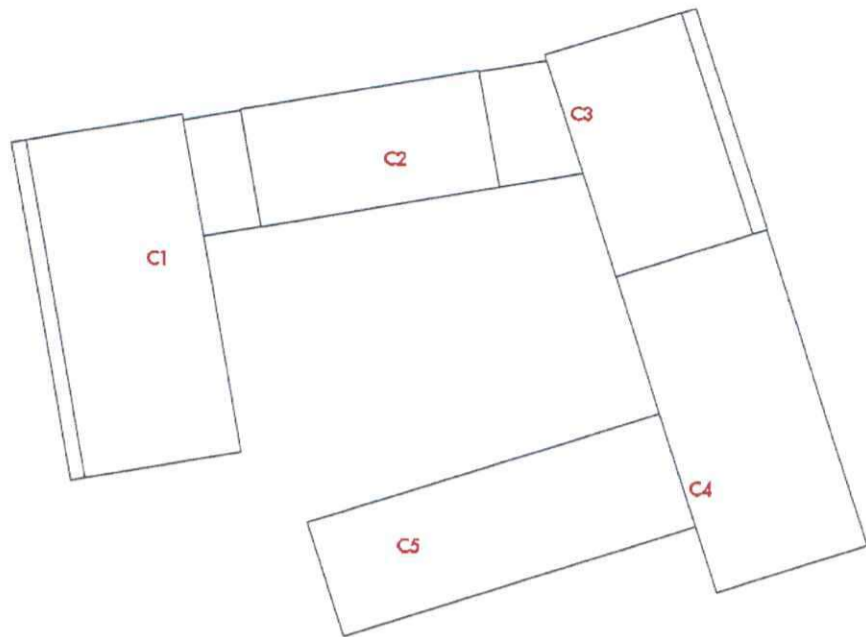
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL PARK ROYAL :
 Twenty First Floor Plan_Tenure
 GENERAL ARRANGEMENT
 16083_00_07_172
 SCALE 1 : 500 @ A2

P2

All Intellectual Property Rights Reserved

[Handwritten signatures and initials in blue ink]



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects

FOR APPROVAL

REV	DATE	DESCRIPTION	CD
P1	26/03/2017	For Planning	ET
P2	16/05/2017	For Planning	ET

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. Checked site survey to be carried out to verify positions and level relationships with site features and adjacent survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's representative. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "construction" information relating to those components that are shown on this drawing represents design intent only.

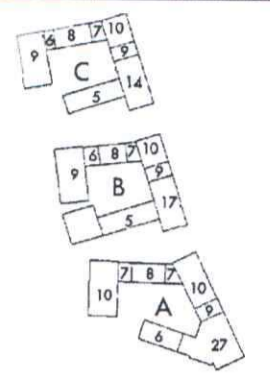
Allies and Morrison
85 Southwark Street
London SE1 0HX
020 7921 0100
020 7921 0101
info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
Twenty Second Floor Plan_Tenure
GENERAL ARRANGEMENT
16083_00_07_173
SCALE 1:500 @A2

M. Walker
R. Williams
J. [unclear]

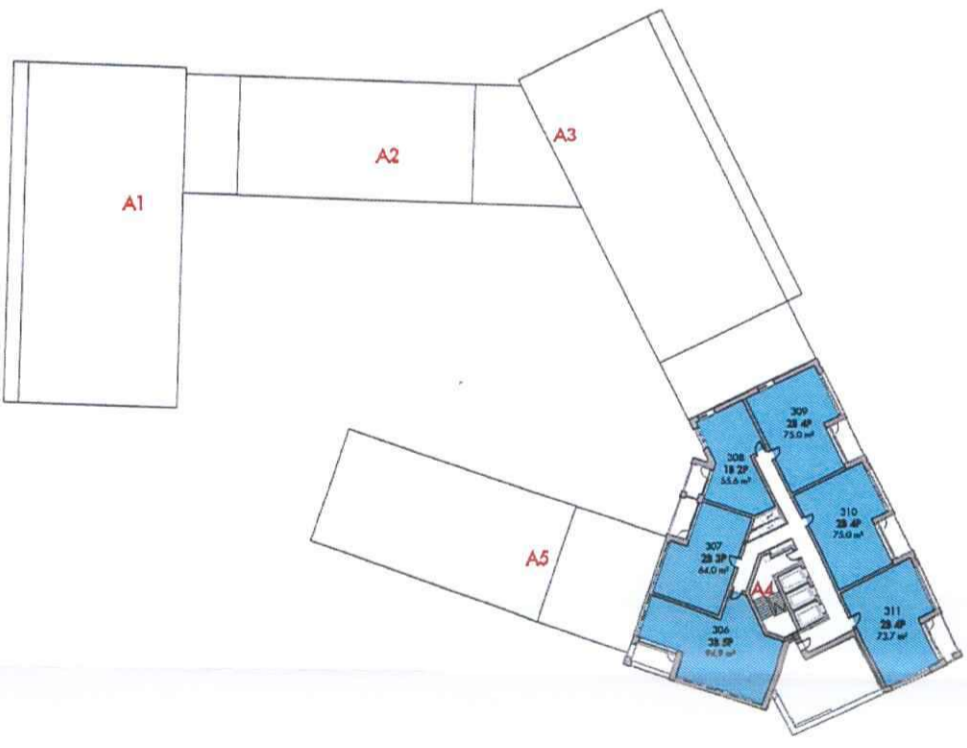
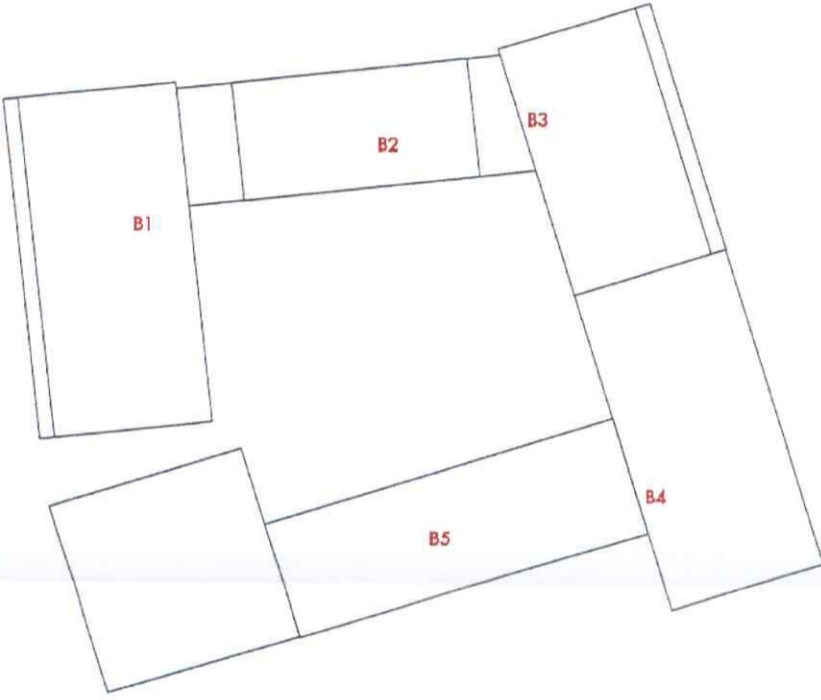
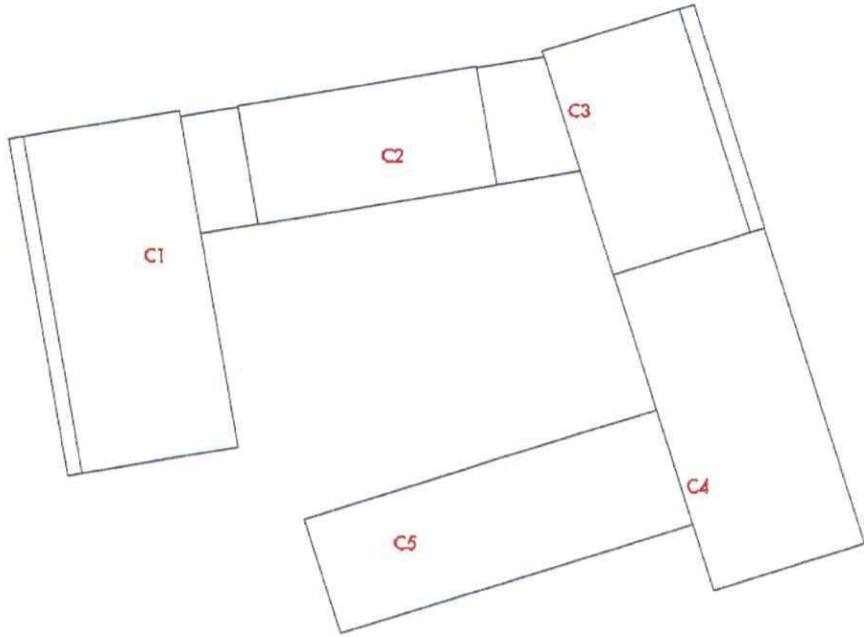
P2

All Intellectual Property Rights Reserved

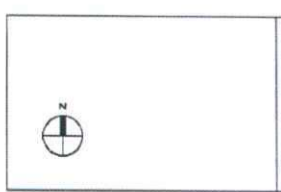


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only, co-ordination required with the Landscape Architects



FOR APPROVAL



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimeters. All levels are in meters. 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. This drawing is to be used in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect does not warrant or accept any responsibility for any building components or described in this specification as contractor designed, "contractor" information relating to these components that are shown on this drawing represents design intent only.

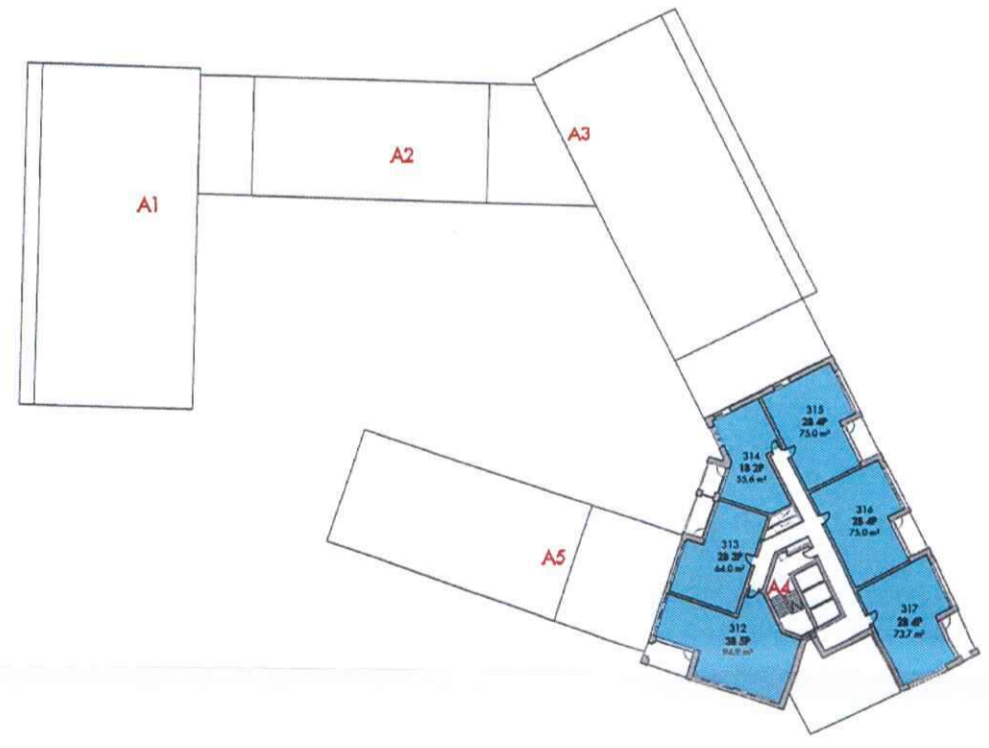
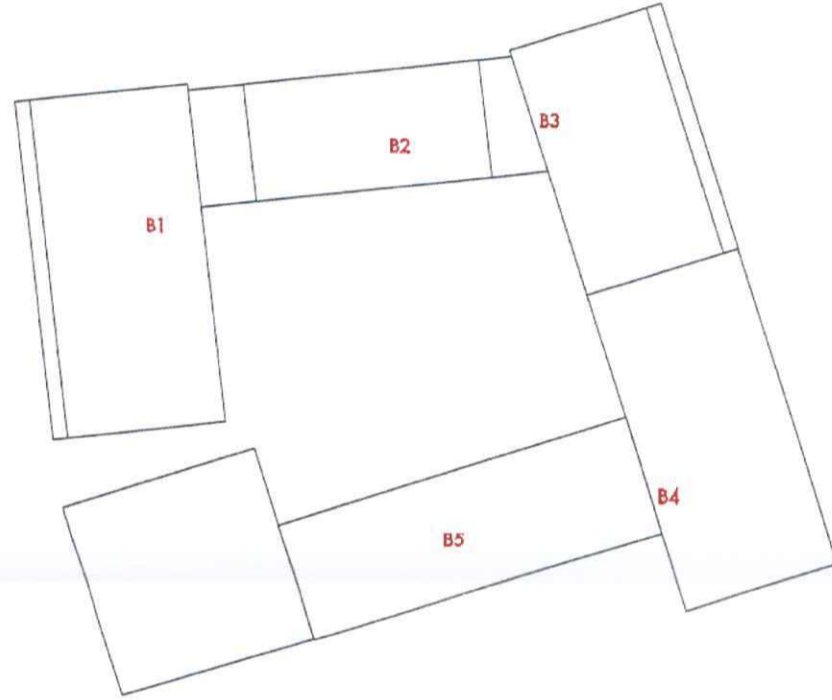
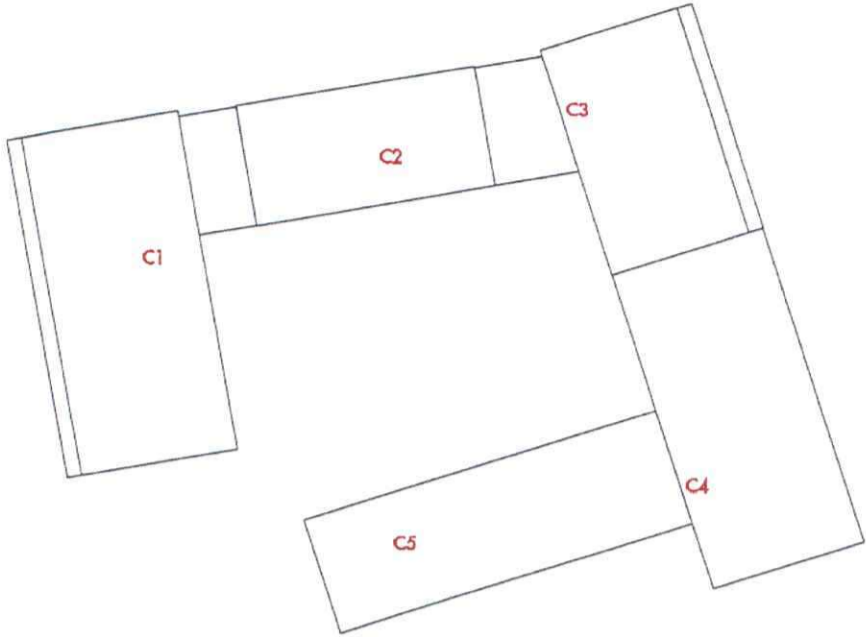
REV	DATE	DESCRIPTION	BY
P1	26/05/2017	For Planning	ET
P2	16/06/2017	For Planning	ET

Allies and Morrison
 B5 Southwark Street
 London SE1 0HX
 020 7921 0100
 020 7921 0101
 info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL
 Twenty Third Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_174
 SCALE 1 : 500 @A2

All Intellectual Property Rights Reserved

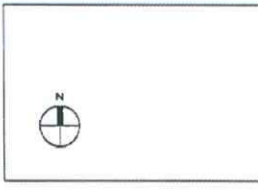
Handwritten signatures and initials
 P2



■ PRIVATE
■ SHARED OWNERSHIP (AH)
■ RENTED (AH)
■ RENTED (LLR)
■ COMMERCIAL
■ VARIOUS USES (LABELLED)
■ CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only, co-ordination required with the Landscape Architects

FOR APPROVAL



Do not scale from this drawing. The 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 work. Detailed site survey to be carried out to verify positions and level relationships with the features and ordnance survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. *Where building arrangements are described in the specifications or contractor drawings, "construction" information relating to those components that are shown on this drawing represents design intent only.

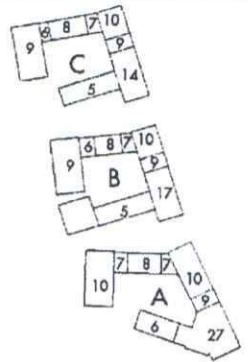
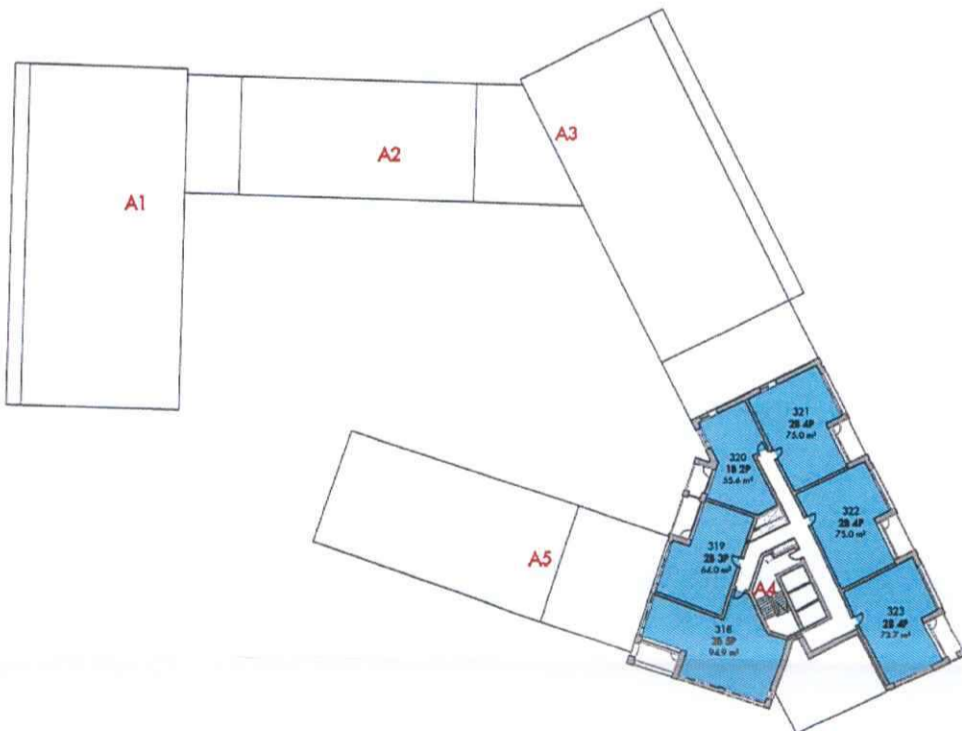
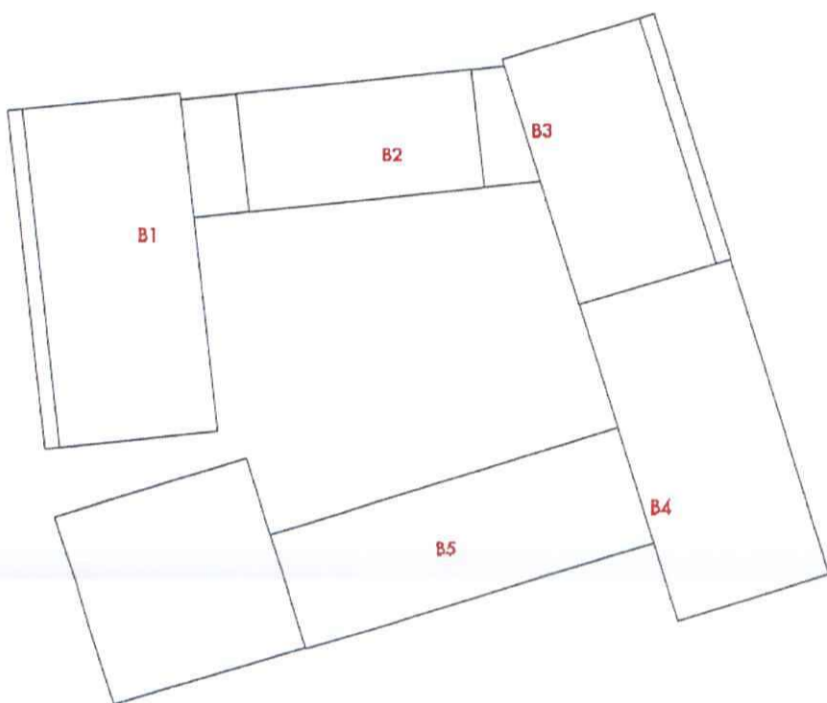
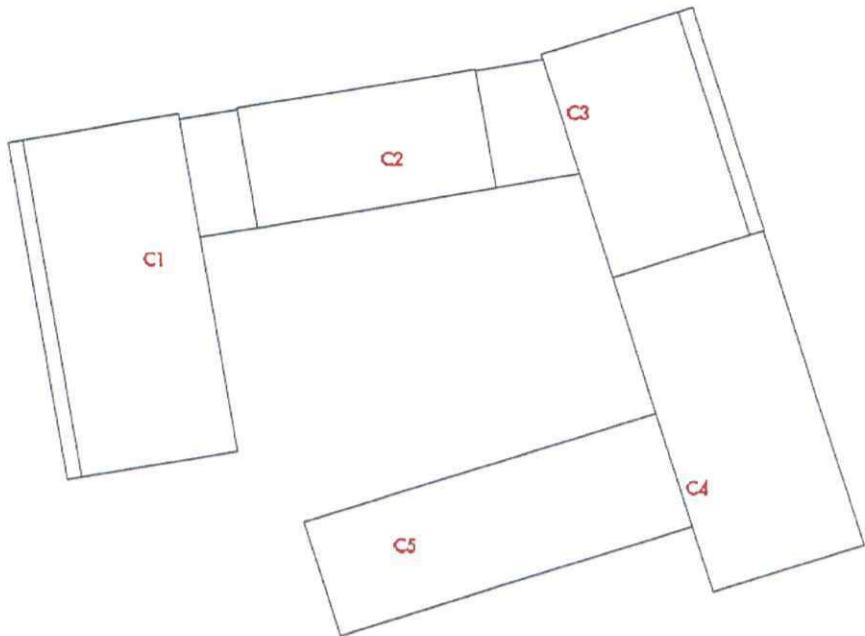
REV	DATE	DESCRIPTION	CHKD
P1	26/05/2017	For Planning	ET
P2	16/08/2017	For Planning	ET

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
 Twenty Fourth Floor plan_Tenure
 GENERAL ARRANGEMENT
 16083_00_07_175
 SCALE 1 : 500 @A2
 All Intellectual Property Rights Reserved

P2

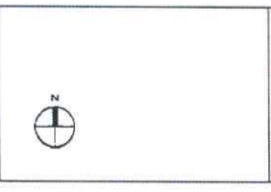
[Handwritten signatures and initials]



- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
 Landscapes is indicative only,
 co-ordination required with
 the Landscape Architects

FOR APPROVAL



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 adjacent survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specification as contractor designed, "contractor" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

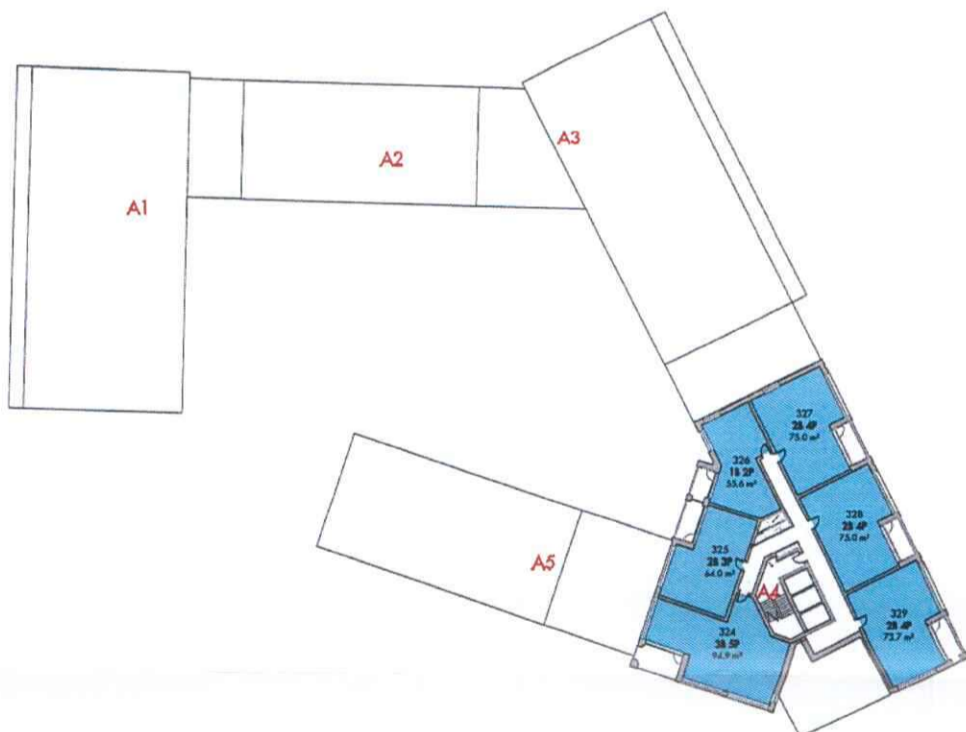
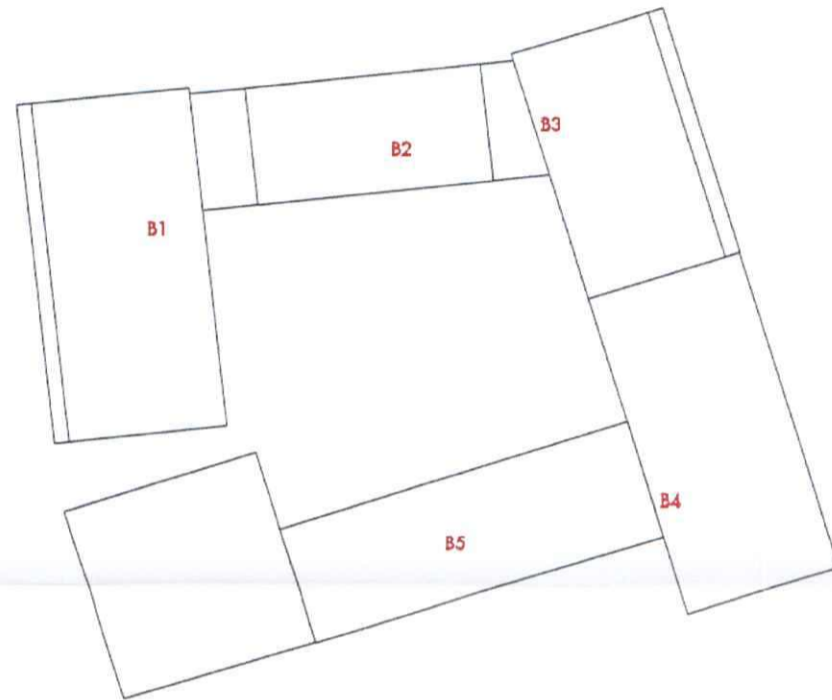
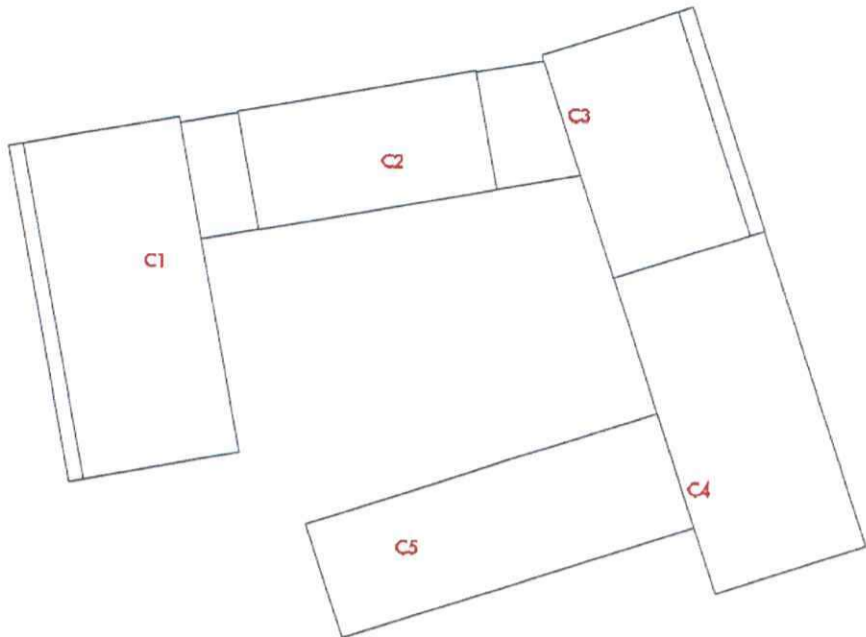
Allias and Morrison
 85 Southwark Street
 London SE1 0XG
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliasandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
 Twenty Fifth Floor Plan Tenure
 GENERAL ARRANGEMENT
 16083_00_07_176
 SCALE 1 : 500 @ A2

Handwritten signatures and initials in blue ink.

P2

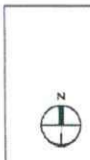
All Intellectual Property Rights Reserved



PRIVATE
 SHARED OWNERSHIP (AH)
 RENTED (AH)
 RENTED (LLR)
 COMMERCIAL
 VARIOUS USES (LABELLED)
 CAR PARK

Note: * indicates extra habitable room
 Landscape is indicative only, co-ordination required with the Landscape Architects

FOR APPROVAL



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. This drawing is to be used in conjunction with other documentation from the architect, design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described in the specifications as contractor designed, "construction" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

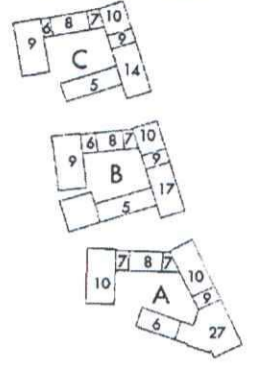
Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 telephone 020 7921 0100
 facsimile 020 7921 0101
 email info@alliesandmorrison.com
 A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL:
 Twenty Sixth Floor Plan_Tenure
 GENERAL ARRANGEMENT
 16083_00_07_177
 SCALE 1:500 @A2

Handwritten signatures and initials in blue ink.

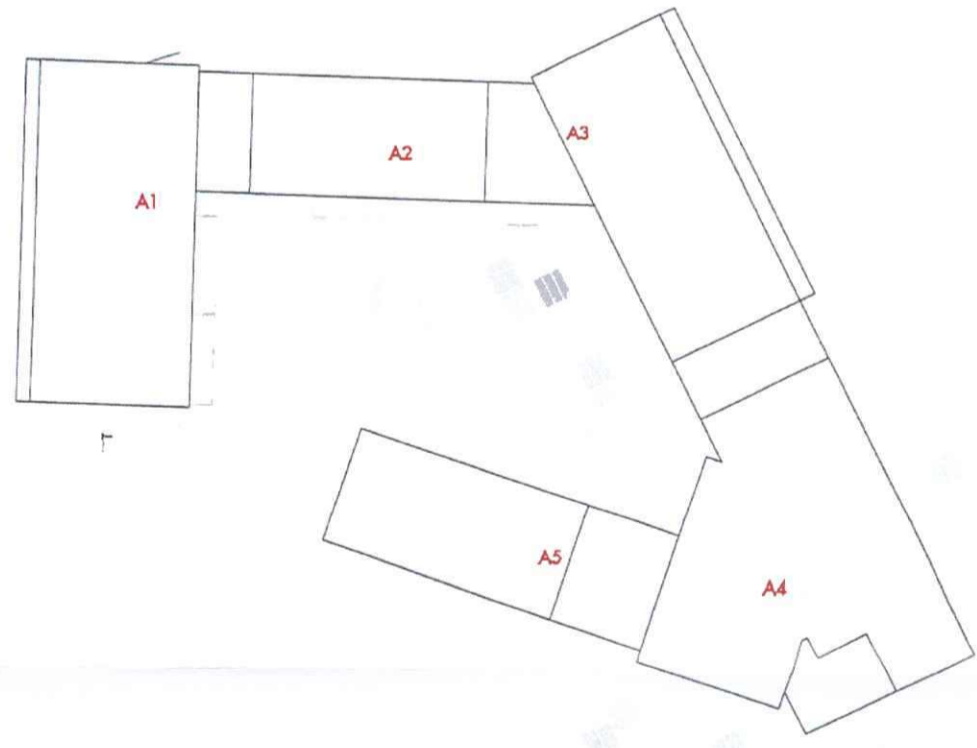
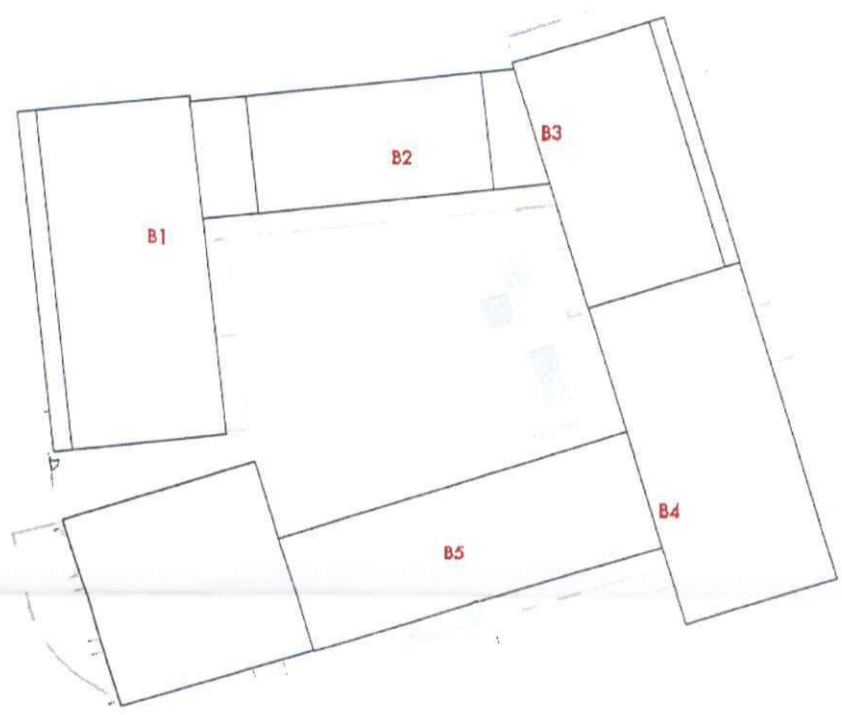
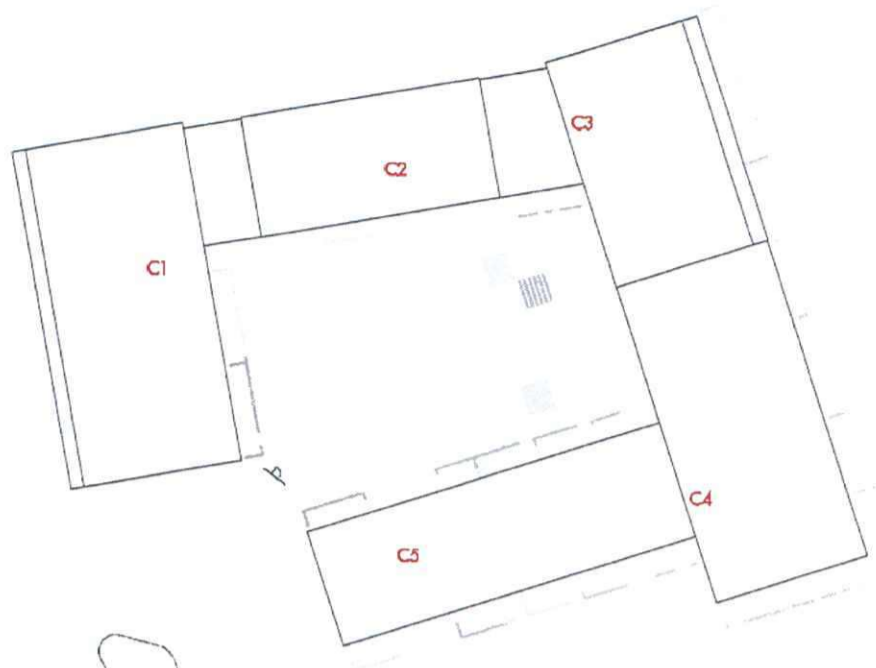
P2

All Intellectual Property Rights Reserved

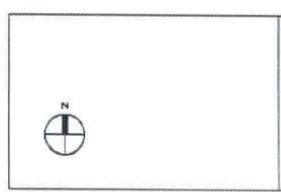


- PRIVATE
- SHARED OWNERSHIP (AH)
- RENTED (AH)
- RENTED (LLR)
- COMMERCIAL
- VARIOUS USES (LABELLED)
- CAR PARK

Note: * indicates extra habitable room
Landscape is indicative only,
co-ordination required with
the Landscape Architects



FOR APPROVAL



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.
This drawing is to be read in conjunction with other documentation
from the architect, design team, main contractor and employer's
agent. The architect must be notified of any dimensions.
Where building components are described in the specification as
contractor designed, "contractor" information relating to these
components that are shown on this drawing represents design, other
only.

REV	DATE	DESCRIPTION	CD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

Allies and Morrison
85 Southwark Street
London SE1 0HX
telephone 020 7921 0100
facsimile 020 7921 0101
email info@alliesandmorrison.com
A&M JOB NO: 16083

FIRST CENTRAL, PARK ROYAL :
Top of roof plan
GENERAL ARRANGEMENT
16083_00_07_178
SCALE 1:500 @A2

Handwritten signatures and notes:
M. Walker
P. Morrison
P2

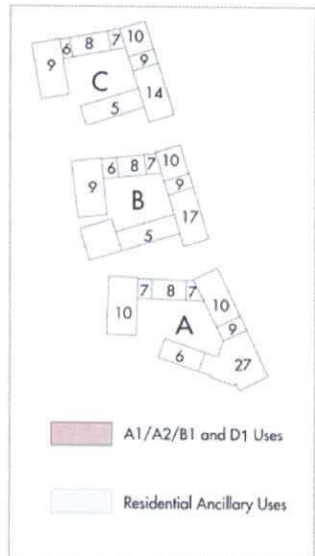
All Intellectual Property Rights Reserved



- PUBLIC OPEN SPACE
- PRIVATE COMMUNAL SPACE
- PRIVATE AMENITY SPACE

Amalw
Abraham
Shelley
JP

Rev	Date	By	Notes
Fairview Homes Lakeside Drive Park Royal			
Sketch Illustrative Masterplan			
Information 3089.1000 VS August 2017			
		Scale	1:500@A1
		Checked	KD
MACFARLANE ASSOC'S URBAN & ENVIRONMENTAL PLANNING			
			
<small>24 Great South Rd, Lismore NSW 2480, T: 080 7960 2644, F: 080 7960 2541 E: info@macfarlaneassocs.com.au, W: www.macfarlaneassocs.com.au</small>			



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 the features and ordinance survey. Boundaries are indicative only and are to be verified by others. This drawing is to be read in conjunction with other documentation from the architect design team, main contractor and employer's agent. The architect must be notified of any discrepancies. Where building components are described as the specification as contractor designed, "construction" information relating to those components that are shown on this drawing represents design intent only.

REV	DATE	DESCRIPTION	CHKD
P1	26/05/2017	For Planning	ET
P2	18/08/2017	For Planning	ET

Allies and Morrison
 85 Southwark Street
 London SE1 0HX
 020 7921 0100
 020 7921 0101
 info@alliesandmorrison.com

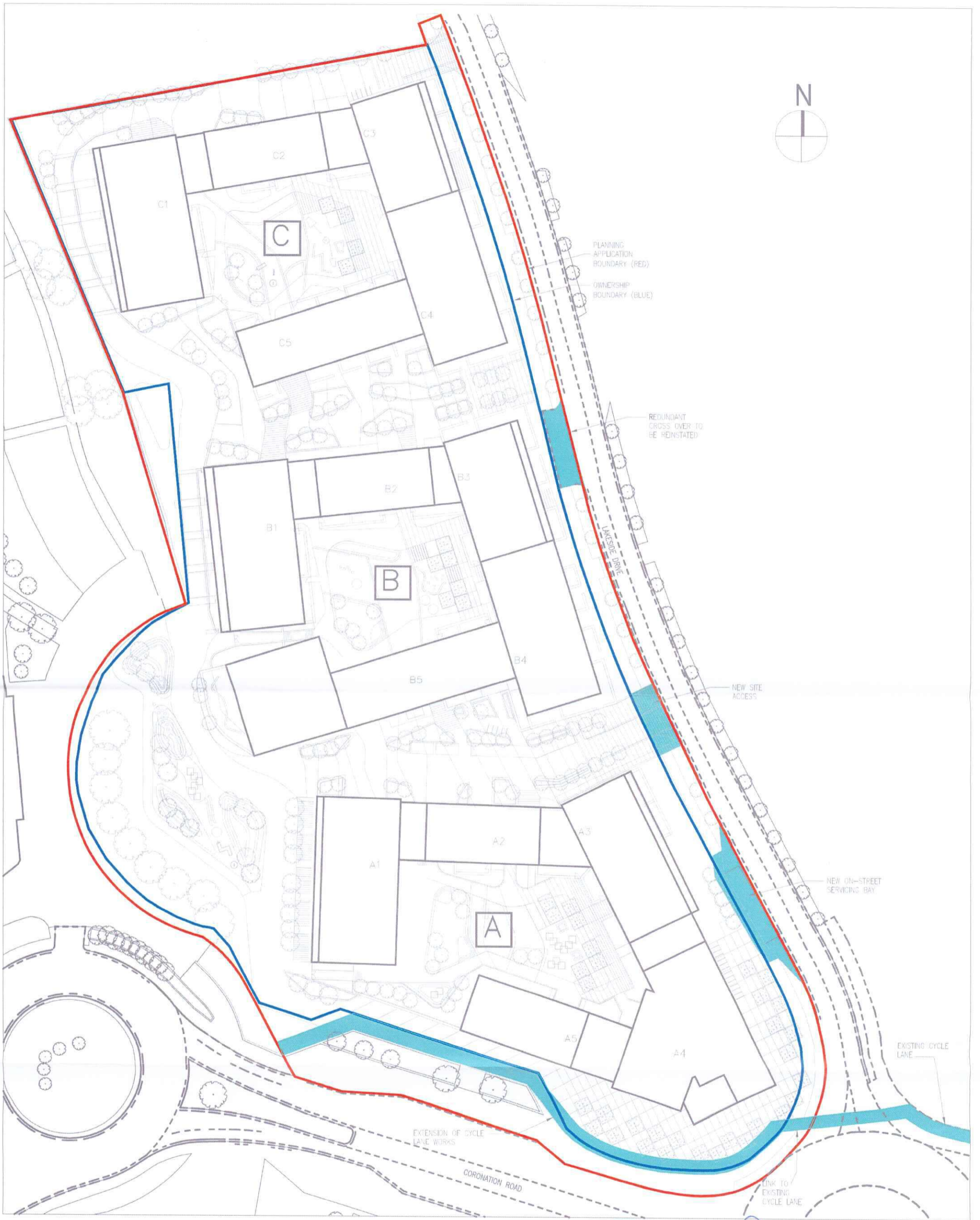
FIRST CENTRAL PARK ROYAL
Illustrative Composite Site plan
 16083_00_07_003

SCALE 1 : 500 @ A1
 All Intellectual Property Rights Reserved

FOR INFORMATION

[Handwritten signatures]

P2



PLANNING

Fairview
 NEW HOMES Ltd

Plot: 1520 @ A2
 04-10-2017
 PG

FIRST CENTRAL
 PARK ROAD
 OFF-SITE HIGHWAY WORKS

Fairview New Homes Ltd.
 15, Lonsdale Road, Orfield, Middx, EN3 0BY
 Tel: 0208-366 1271 Fax: 0208-366 7219

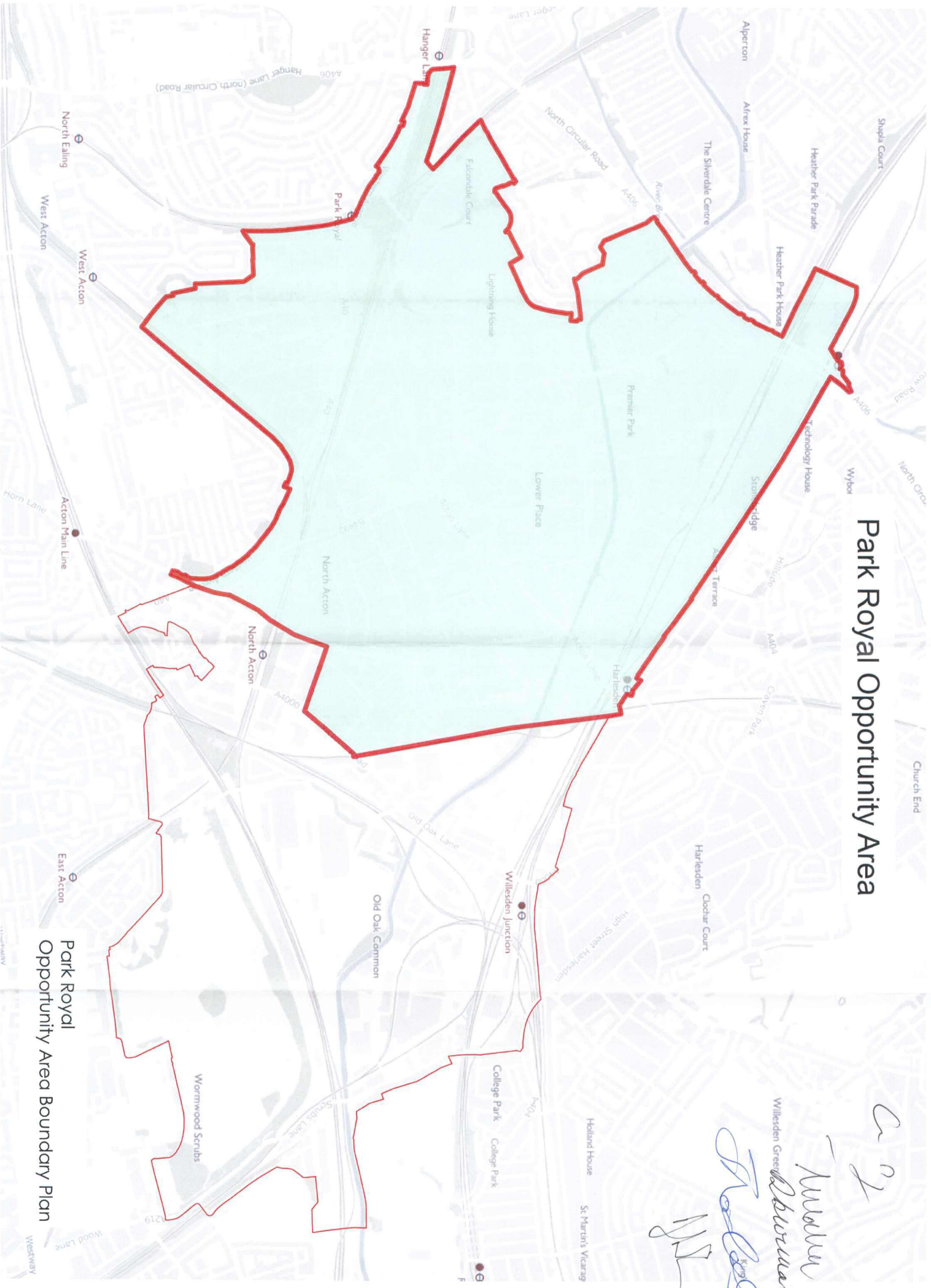
Rev: 10
 Revision

PNH 423 SK200

[Handwritten signatures and initials]

C 2017

Park Royal Opportunity Area



Park Royal Opportunity Area Boundary Plan

202

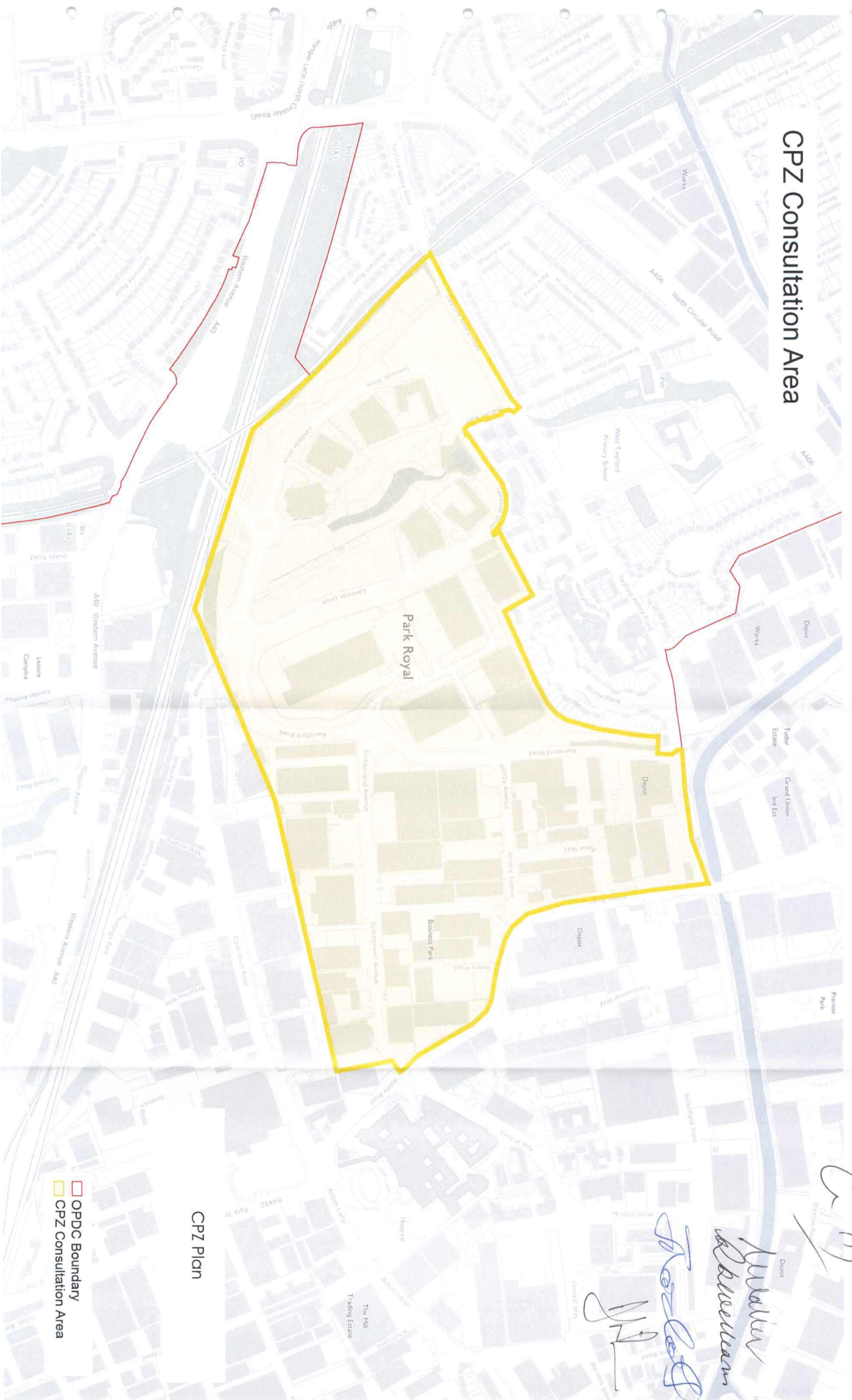
W. W. W.

Willesden Green

W. W. W.

W. W. W.

CPZ Consultation Area



CPZ Plan

- OPDC Boundary
- CPZ Consultation Area

[Handwritten signatures and initials]



PLANNING

Fairview[®]
NEW HOMES Ltd.

Scale 1:2500 @ A3

Date 27-10-2017

Drawn

FIRST CENTRAL
 PARK ROYAL

Plan 8 First Central Plan

FAIRVIEW NEW HOMES Ltd.
 50 Lancaster Road, Enfield, Middx EN2 0BY
 Telephone: 0208-366 1271 Fax: 0208-366 7219

Drawing

Revision

FNH 423

SK201

Handwritten signatures and initials in blue ink, including 'C/D' at the top right.

SCHEDULE 2

Draft Planning Permission



DRAFT FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990 (as amended)
The Town and Country Planning (Development Management Procedure) (England)
Order 2015

Please see notes at the end of this notice

Applicant	Agent
Mr Mark Jackson Fairview L&Q Park Royal LLP 50 Lancaster Road Enfield Middlesex EN2 0BY	n/a

Part I - Particulars of Application

Date of Application: 01-June-2017 Application No: 17/0076/FUMOPDC

Proposal: Residential-led, mixed use redevelopment of the site to provide three new courtyard blocks, ranging from 5 storeys to 27 storeys in height comprising 807 residential units (Use Class C3), a 377sqm (GIA) children's nursery (Use Class D1), 977sqm (GIA) of flexible retail/employment floor space (Use Classes A1, A2, and B1) with publicly accessible open space, private and shared amenity space; hard and soft landscaping; alterations to existing, and creation of new, vehicular accesses and pedestrian routes; substation; servicing bay on Lakeside Drive, car and cycle parking and associated works.

Location: First Central, Lakeside Drive, London, NW10 7HQ

Part II- Particulars of Decision

In pursuance of the powers under the above Act and Order, Old Oak and Park Royal Development Corporation hereby gives notice that **PLANNING PERMISSION HAS BEEN GRANTED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

1. COMPLIANCE – Time limit

The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 (amended by Section 51 of the Compulsory Purchase Act 2004).

2. COMPLIANCE – Approved plans

The development shall be carried out in accordance with the following drawings and documents:

16083_00_07_001 P1	16083_00_07_164 P2	16083_01_07_102 P3
16083_00_07_002 P1	16083_00_07_165 P2	16083_01_07_103 P3
16083_00_07_003 P2	16083_00_07_166 P2	16083_01_07_105 P3
16083_00_07_004 P2	16083_00_07_167 P2	16083_01_07_106 P3
16083_00_07_150 P3	16083_00_07_168 P2	16083_01_07_107 P3
16083_00_07_151 P4	16083_00_07_169 P2	16083_01_07_108 P3
16083_00_07_152 P3	16083_00_07_170 P2	16083_01_07_109 P4
16083_00_07_153 P2	16083_00_07_171 P2	16083_01_07_110 P4
16083_00_07_154 P2	16083_00_07_172 P2	16083_01_07_123 P4
16083_00_07_155 P2	16083_00_07_173 P2	16083_02_07_099 P3
16083_00_07_156 P2	16083_00_07_174 P2	16083_02_07_100 P3
16083_00_07_157 P2	16083_00_07_175 P2	16083_02_07_101 P3
16083_00_07_158 P2	16083_00_07_176 P2	16083_02_07_102 P3
16083_00_07_159 P2	16083_00_07_177 P2	16083_02_07_105 P3
16083_00_07_160 P2	16083_00_07_178 P2	16083_02_07_106 P3
16083_00_07_161 P2	16083_01_07_099 P2	16083_02_07_107 P2
16083_00_07_162 P2	16083_01_07_100 P2	16083_02_07_108 P2
16083_00_07_163 P2	16083_01_07_101 P3	16083_02_07_109 P2

16083_02_07_110 P2	16083_01_07_208 P3	16083_02_07_305 P3
16083_03_07_099 P2	16083_02_07_200 P2	16083_03_07_306 P3
16083_03_07_100 P2	16083_02_07_201 P3	16083_03_07_307 P3
16083_03_07_101 P3	16083_02_07_202 P2	16083_00_07_700 P1
16083_03_07_102 P3	16083_02_07_203 P3	16083_00_07_701 P1
16083_03_07_105 P3	16083_02_07_204 P3	16083_00_07_702 P1
16083_03_07_106 P3	16083_02_07_205 P3	16083_00_07_703 P1
16083_03_07_107 P3	16083_02_07_206 P2	16083_00_07_704 P1
16083_03_07_108 P3	16083_02_07_207 P2	16083_00_07_705 P1
16083_03_07_109 P3	16083_03_07_200 P3	16083_00_07_706 P1
16083_03_07_110 P3	16083_03_07_201 P3	16083_00_07_707 P1
16083_03_07_112 P3	16083_03_07_202 P3	16083_00_07_708 P1
16083_00_07_200 P3	16083_03_07_203 P3	16083_00_07_709 P1
16083_00_07_201 P4	16083_03_07_204 P3	16083_00_07_710 P1
16083_01_07_200 P3	16083_03_07_205 P3	16083_01_07_400 P1
16083_01_07_201 P4	16083_03_07_206 P2	16083_01_07_402 P1
16083_01_07_202 P3	16083_03_07_207 P3	16083_01_07_403 P1
16083_01_07_203 P3	16083_00_00_300 P4	16083_02_07_400 P1
16083_01_07_204 P3	16083_00_07_301 P4	16083_02_07_404 P1
16083_01_07_205 P3	16083_01_07_302 P3	PKRL-ACM-XX-XX- SK-CE-00010 P1
16083_01_07_206 P2	16083_01_07_303 P4	
16083_01_07_207 P2	16083_02_07_304 P2	

Documents

Affordable Housing Statement, Fairview New Homes, 31 May 2017

Archaeological Desk Based Assessment, CgMs, October 2016

Commercial Car Parking Ratio, JLL, May 2017

Design and Access Statement, Allies and Morrison, August 2017

Energy Statement, Low Energy Consulting Limited, 30 May 2017

Environmental Statement, Deloitte Real Estate, June 2017

Landscape Addendum, Mac Farlane and Associates, 21 August 2017

Landscape Management Plan, Mac Farlane and Associates, 21 August 2017

Foul Drainage and Utilities Assessment, Aecom, 26 May 2017

Overheating Analysis Report, Low Carbon Energy Consulting, 21 August 2017
Parking Strategy, Allies and Morrison, 1 September 2017
Phase 1 Geo-Environmental Desk Study, BRD, March 2016
Phase 2 Geo-Environmental Site Investigation, March 2016
Planning Statement, Deloitte Real Estate, May 2017
Refuse and Recycling Operational, Aecom, May 2017
Residential Development Construction Logistics Plan Enabling Works (Rev 001), Fairview New Homes Ltd, October 2017
Residential Development Construction Environmental Management Plan Enabling Works (Rev 001), Fairview New Homes Ltd, October 2017.
Site Waste Management Plan, May 2017
Statement of Community Involvement, Curtain and Co, May 2017
Sustainability Statement, Low Energy Consultancy Limited, 30 May 2017
Tree Survey and Impact Assessment, Ian Keen Limited, May 2017
Ventilation and Extraction Statement, Fairview New Homes
Reason: For the avoidance of doubt and in the interests of proper planning.

3. **PRIOR TO ABOVE GROUND WORKS – Construction and Environmental Management Plan (CEMP)**

Prior to any above ground construction works, a Construction and Environmental Management Plan (CEMP) for the proposed development to address how the impacts of construction on the local highway network and the local environment will be managed shall be submitted to and approved in writing by the local planning authority. The CEMP shall include, but not be limited to, the following details (where appropriate):

- a construction programme including a 24 hour emergency contact number;
- parking of vehicles of site operatives and visitors (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction);
- arrangements to minimise the potential for noise and vibration disturbance;
- locations for loading/unloading and storage of plant and materials used in constructing the development;
- erection and maintenance of security hoardings;
- wheel washing facilities and measures to control the emission of dust and dirt during construction; and

- a scheme for recycling/disposing of waste resulting from demolition and construction works in accordance with the waste hierarchy and circular economy principles.

The development shall only be carried out in accordance with the approved CEMP.

Reason: To avoid blocking the surrounding streets and to protect the environment of people in neighbouring properties in accordance with London Plan (2016) policies 6.12 'Road Network Capacity' and 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes' and OPDC Regulation 19 Local Plan (2017) policies T7 'Freight, servicing and deliveries' and T8 'Construction'. This condition is required prior to commencement as it is required to mitigate the potential environmental impacts of all works on site.

4. **PRIOR TO ABOVE GROUND WORKS– Construction Logistics Plan (CLP)**

Prior to any above ground construction works, a Construction Logistics Plan (CLP) for the proposed development shall be submitted to and approved in writing by the local planning authority. The CLP shall include, but not be limited to, information on:

- i) booking systems;
- ii) consolidated or re-timed trips;
- iii) secure off-street loading and drop off facilities;
- iv) compliance with the Construction Logistics Strategy for the wider OPDC area, if available.

The development shall only be carried out in accordance with the approved details.

Reason: To protect the amenity of local residents and to limit any impact on the local highway network in accordance with London Plan (2015) policy 6.12 'Road Network Capacity' and OPDC Regulation 19 Local Plan (2017) T9 'Construction'. This condition is required prior to commencement as it is required to mitigate the potential transport impacts of all works on site.

5. **PRIOR TO ANY PILING WORK – Piling method statement (Thames Water)**

No piling required for a building shall take place until a piling method statement for that building (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement. The development shall not be brought into use until any necessary mitigation measures identified by the method statement have been approved in writing by the local planning authority and carried out in full in accordance with the approved details.

Reason: To protect water infrastructure in the vicinity of the site because the proposed works will be in close proximity to underground water utility infrastructure in accordance with London Plan (2016) policies 5.14 'Water Quality and Wastewater Infrastructure' and

5.15 'Water Use and Supplies' and OPDC Regulation 19 Local Plan (2017) policy EU3 'Water'.

6. PRIOR TO COMMENCEMENT (Block A) - Temporary car-park

Prior to the commencement of Block A, as indicated on the approved plan 16083_00_07_004 P1, a strategy for the removal of all car-parking spaces ('Car-Park Removal Strategy'), that do not form part of the approved development, from the site shall be submitted to and approved in writing by the local planning authority. The approved Car-Park Removal Strategy shall be implemented in full. Notwithstanding the approved Car-Park Removal Strategy any car-parking spaces on the application site that are not indicated on the approved plans shall be removed from the site no later than 1st July 2020.

Reason: In order to ensure compliance with policy T4 'Parking' of the OPDC Regulation 19 Local Plan. The condition is required prior to commencement of Block A as the existing car-parking on site to be relocated will be accommodated on the site of Block A

7. PRIOR TO ABOVE GROUND WORKS – Detailed drawings

Notwithstanding the approved plans, prior to any above ground works on each of the buildings, detailed drawings comprising elevations and sections of the following for that building at 1:20 or 1:50, as appropriate, shall be submitted to and approved in writing by the local planning authority:

- a. Lower ground, upper ground and first floor elevations
- b. A bay study for each building of the materials, cladding and glazing;
- c. Residential entrances (with canopies where relevant);
- d. Principle features on all facades;
- e. Balconies (including soffits and balustrades);
- f. Shopfronts and windows/glazing to the commercial uses;
- g. Typical window openings including reveals and surrounds;
- h. The parapets/roof edges and screens at the top of the building;
- i. Any roof level structures including flues and lift overruns;
- j. Basement car-park vehicular access points.
- k. Entrances to the raised courtyards
- l. Balcony details to Block A on Lakeside Drive (Block A only)

The development shall only be carried out in accordance with the approved details.

Reason: To ensure that the appearance of the building is suitable and it contributes to the character and appearance of the area in accordance with London Plan (2016) policies 7.4 'Local Character' and 7.6 'Architecture' and OPDC Regulation 19 Local Plan (2016) policy D4 'Well-Designed Buildings'.

8. PRIOR TO ABOVE GROUND WORKS – Material samples and sample panels

Prior to the commencement of above ground works on each building:

- a. Samples of all facing materials, including glazing, and elevations annotated to show where the materials are to be located for that building shall be submitted to and approved in writing by the local planning authority;
- b. Sample panels for that building shall be constructed on site to show the typical facades including glazing, cladding and frames where relevant, made available for inspection by the local planning authority and approved in writing.

The development shall only be carried out in accordance with the approved details.

Reason: To ensure that the appearance of the building is suitable and it contributes to the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character' and OPDC Regulation 19 Local Plan (2017) policy D4 'Well Designed Buildings'

9. PRIOR TO ABOVE GROUND WORKS – External equipment

Prior to the commencement of above ground works of each building details of the appearance of any external equipment to be installed on the building, including window cleaning equipment and mechanical plant, shall be submitted to and approved in writing by the local planning authority. Above ground works shall not be commenced on the relevant building until the details have been approved in writing by the local planning authority. The equipment shall be installed in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2016) policy 7.6 'Architecture' and OPDC Regulation 19 Local Plan (2017) policy D4 'Well-Designed Buildings'.

10. PRIOR TO ABOVE GROUND WORKS – Hard and soft landscaping

Prior to the commencement of any above ground works, a scheme of hard and soft landscaping for all private, public and communal amenity spaces on the site shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall include:-

- details of all materials and hard landscaping
- details of all surface parking and servicing bays,
- details of a dedicated cycle lane along the southern side of the site.
- details of street furniture
- species and a planting schedule showing the number, size, species and location of trees and shrubs
- tree planting, including size and species.

- details of all boundary treatments, including access points to the Diageo Park
- details of any fences, walls or other means of enclosure
- details of signage
- details of existing and proposed levels
- an amenity space maintenance and management plan
- a Public Realm and Open Space Land Management and Maintenance Plan
- a landscaping implementation programme with clear milestones

The approved landscaping shall be carried out in full accordance with the approved details, programme and management plans. Any plants which within a period of 5 years from the completion of the development die, are removed or become seriously damaged or diseased, shall be replaced in the next planting season with others of similar size and species.

Reason: In the interests of the character and appearance of the area, to ensure appropriate accessibility and to support biodiversity in accordance with London Plan (2016) policies 7.19 'Biodiversity and Access to Nature' and 7.4 'Local Character' and OPDC Regulation 19 Local Plan (2017) policy D2 'Public realm'.

11. PRIOR TO ABOVE GROUND WORKS – Ventilation Strategy

Prior to the commencement of any above ground works for each building, a Ventilation/Cooling Strategy for that building, including details of all mitigation required to overcome overheating issues within the building, shall be submitted to and approved in writing by the Local Planning Authority. Any mitigation measures within the approved Ventilation/Cooling Strategy shall be implemented in full prior to the first occupation of the relevant building.

Reason: To prevent overheating within the units in accordance with London Plan (2016) policy 5.9 'Overheating and cooling', and OPDC Regulation 19 Local Plan (2017) policy EU9 'Minimising Carbon Emissions and Overheating'.

12. PRIOR TO ABOVE GROUND WORKS – Drainage strategy

Prior to the commencement of any above ground works, a Drainage Strategy shall be submitted to and approved in writing by the local planning authority. The strategy shall investigate measures for attenuating surface water to greenfield run-off rates including permeable paving and green/brown/blue roofs. The approved measures shall be implemented in full before the development is first brought into use and the development shall only be carried out in accordance with the approved details.

Reason: To minimise the risk of surface water flooding in the vicinity of the site in accordance with London Plan (2016) policy 5.13 'Sustainable Drainage' and OPDC Regulation 19 Local Plan (2017) policy EU3 'Water'.

13. PRIOR TO ABOVE GROUND WORKS – Water Supply

Prior to the commencement of any above ground works, an impact study of the existing water supply infrastructure shall be submitted to, and approved in writing by, the Local

Planning Authority. The study should determine the magnitude of any new additional capacity required in the system and a suitable connection point and the development shall be carried out in accordance with the approved impact study.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand in accordance with policy EU3 'Water' of the OPDC Regulation 19 Local Plan

14. PRIOR TO ABOVE GROUND WORKS – Biodiversity

Prior to the commencement of any above ground works a Biodiversity Strategy, including measures to be implemented to mitigate any potential harm to, and support local Biodiversity, including a programme for implementation of the strategy, shall be submitted to and approved in writing by the Local Planning Authority and the development shall be implemented in accordance with the approved programme.

Reason: In the interests of protecting and supporting local biodiversity in accordance with policy EU2 'Urban Greening and Biodiversity' of the Regulation 19 OPDC Local Plan

15. PRIOR TO ABOVE GROUND WORKS – Photovoltaic Panels

Prior to the commencement of any above ground works, further details of photovoltaic (PV) panels to be installed on each building, in accordance with the approved Energy Statement, dated 30 May 2017, prepared by Low Carbon Energy Consultancy Ltd, including a roof plan confirming the locations of the PV panels, shall be submitted to and approved in writing by the Local Planning Authority. The approved details for each building shall be implemented in full prior to first occupation of the relevant building.

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2016) policies 5.2 'Minimising Carbon Dioxide Emissions' and 5.7 'Renewable energy' and OPDC Regulation 19 Local Plan (2017) policy EU9 'Minimising Carbon Emissions and Overheating'

16. PRIOR TO ABOVE GROUND WORKS – Energy strategy

The development hereby approved shall be implemented in accordance with the Energy Statement, dated 30 May 2017, prepared by Low Carbon Energy Consultancy Ltd submitted as part of the planning application. The measures contained in the Energy Statement shall be maintained for the lifetime of the development.

Reason: To ensure the development maximises energy efficiency measures in accordance with London Plan (2016) policies 5.2 'Minimising Carbon Dioxide Emissions' and 5.7 'Renewable energy' and OPDC Regulation 19 Local Plan (2017) policy EU9 'Minimising Carbon Emissions and Overheating'

17. PRIOR TO ABOVE GROUND WORKS – Meanwhile Strategy

Prior to the commencement of any above ground works, a Meanwhile Uses Feasibility Study which explores the feasibility of accommodating Meanwhile Uses on the site during the construction of the development, and, if feasible, sets out a strategy for implementing

Meanwhile Uses during construction, shall be submitted to and approved in writing by the local planning authority. The approved Meanwhile Uses Feasibility Study shall be implemented in full.

Reason: To ensure the development appropriately explores the potential to contribute positively to the character and early activation of the site in accordance with policy TCC9 'Meanwhile Uses' of the Regulation 19 OPDC Local Plan.

18. PRIOR TO ABOVE GROUND WORKS – Microclimate

Prior to the commencement of any above ground works details of the proposed wind microclimate mitigation measures shall be submitted to and approved in writing by the local planning authority. The relevant mitigation measures shall be installed in full before the area of the site requiring the mitigation is brought into use.

Reason: To ensure that the microclimate around the buildings is appropriate in accordance with London Plan (2015) policy 7.7 'Location and Design of Tall and Large Buildings' and OPDC Regulation 19 Local Plan (2017) policy D6 'Amenity'.

19. PRIOR TO ABOVE GROUND WORKS – Flood Risk Design Measures

Prior to the commencement of any above ground works further details of measures to avoid constructing vulnerable parts of the buildings such as doorways, basements or utilities in areas of risk of surface water flooding shall be submitted to and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: In the interests of reducing the risk and potential impact of surface water flooding in accordance with policy 5.12 'Flood Risk' of the London Plan 2016.

20. PRIOR TO OCCUPATION – Internal noise levels

Prior to first occupation of each building, hereby approved, the results of a test carried out in accordance with BS8233:2014 'Guidance on sound insulation and noise reduction for buildings' to confirm that the following internal noise levels have been achieved within the residential units within that building shall be submitted to and approved in writing by the Local Planning Authority.

- Bedrooms (23:00-07:00 hrs) 30 dB LAeq;
- Living Rooms (07:00-23:00 hrs) 35 dB LAeq; and
- Kitchens, (07:00-23:00 hrs) 45 dB LAeq;

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2015) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes' and OPDC Regulation 19 Local Plan (2017) policy EU5 'Noise and Vibration'

21. PRIOR TO OCCUPATION – Contaminated Land

Prior to the first occupation of each building, a verification report shall be prepared by competent persons to provide confirmation that the recommendations contained within the 'Phase 2 Geo-Environmental Site Investigation' report (reference BRD2634-OR2-B), prepared by BRD and dated April 2016 have been fully implemented and that the site is suitable for end use. The verification report shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of above ground construction works.

Reason: Potentially contaminative land uses (past or present) are understood to occur at, or near to, this site. The condition is required to ensure that no unacceptable risks are caused to humans, controlled waters or the wider environment during and following the development works in accordance with London Plan (2016) policy 5.21 'Contaminated Land', and OPDC Regulation 19 Local Plan (2017) policy EU13 'Land contamination'

22. PRIOR TO OCCUPATION – Antennae/satellite dishes

Prior to the first occupation of each of the buildings, hereby approved, details to show appropriate locations for communal antennae and satellite dishes for that building that can be used by occupants of the building shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2016) policy 7.4 'Local Character' and OPDC Regulation 19 Local Plan (2017) policies D4 'Well-Designed Buildings'.

23. PRIOR TO OCCUPATION – Lighting strategy

Prior to first occupation of the development a lighting strategy to address all external lighting across the development, and a programme for the implementation of external lighting, shall be submitted to and approved in writing by the local planning authority. The development shall only be carried out in accordance with the approved details and programme.

Reason: In the interests of the character and appearance of the area in accordance with London Plan (2015) policy 7.4 'Local Character' and OPDC Regulation 19 Local Plan (2017) policies D4 'Well-Designed Buildings' and D6 'Amenity'.

24. PRIOR TO OCCUPATION – Disabled Parking Bays

Prior to first occupation of each building the disabled parking bays for the relevant building shall be marked out in accordance with the approved plans. The disabled parking bays shall be made available for the lifetime of the development to motorists displaying a 'Blue Badge' parking permit.

Reason: To provide suitable parking for disabled persons in accordance with London Plan (2016) policy 3.8 'Housing Choice' and OPDC Regulation 19 Local Plan (2017) policies D3 'Accessible and Inclusive design' and T4 'Parking'.

25. PRIOR TO OCCUPATION – Play equipment (Amenity Spaces)

Prior to the first occupation of each building, details of the play equipment for the child play spaces within the amenity space of the relevant building shall be submitted to and approved in writing by the local planning authority. The building shall not be occupied until the details have been approved in writing and the equipment installed in full accordance with the approved details

Reason: To ensure that appropriate equipment is positioned in the areas identified for play space according to the intended age group in accordance with London Plan (2016) policy 7.5 'Public Realm' and OPDC Regulation 19 Local Plan (2016) policy D9 'Play space'.

26. PRIOR TO OCCUPATION – Play equipment (Public Plaza)

Prior to the occupation of 404 (50%) of the approved residential units, details of the play equipment to be provided within the public realm shall be submitted to and approved in writing by the local planning authority. No more than 782 of the approved residential units shall be occupied until the details have been approved in writing and the play equipment installed in full accordance with the approved details.

Reason: To ensure that appropriate equipment is positioned in the areas identified for play space according to the intended age group in accordance with London Plan (2016) policy 7.5 'Public Realm' and OPDC Regulation 19 Local Plan (2016) policy D9 'Play space'.

27. PRIOR TO OCCUPATION – Electric Vehicle Charging Points

Within each building electric vehicle charging points ('EVCP') shall be provided for 20% of the car parking spaces and passive provision shall be made available for the remaining 80% of the spaces so that the spaces are capable of being readily converted to electric vehicle charging points. The location of the EVCP spaces and charging points for each building shall be submitted to and approved in writing by the local planning authority prior to first occupation of the building. Prior to the first occupation of the building the approved EVCP shall be constructed and marked out and shall thereafter be retained permanently.

Reason: To encourage the use of electric vehicles in the interests of sustainability in accordance with London Plan (2016) policy 6.13 'Parking' and OPDC Regulation 19 Local Plan (2017) policy T4 'Parking'.

28. PRIOR TO OCCUPATION – Delivery and Servicing Plan

Prior to the first occupation of each building, a Delivery and Servicing Plan to demonstrate how deliveries to the building will be accommodated and managed shall be submitted to and approved in writing by the local planning authority. The Delivery and Servicing Plan shall include suitable capacity for the anticipated size of delivery/servicing vehicles, appropriate storage areas, management arrangements for deliveries and the intended routing of vehicles. Each building shall not be brought into use until the Delivery and Servicing Plan for that building has been approved in writing and the Delivery and Servicing Plan shall be adhered to thereafter.

Reason: To avoid blocking the highway network and to protect the amenity of people in neighbouring properties in accordance with London Plan (2015) policies 6.11 'Smoothing Traffic Flow and Tackling Congestion' and 6.12 'Road Network and OPDC Regulation 19 Local Plan (2017) policies T7 'Freight, servicing and deliveries'.

29. PRIOR TO OCCUPATION – Waste and Recycling Storage

Prior to first occupation of each building further details of the waste and recycling storage and collection facilities shown on the approved plans and a management strategy for the collection of refuse/recycling from the building shall be submitted to the local planning authority for approval. The approved details shall be implemented in full prior to the first occupation of the relevant building and the approved management plan shall be adhered to thereafter.

Reason: To ensure that adequate arrangements have been made for the storage and collection of waste and recycling in accordance with London Plan (2016) policies 5.17 'Waste Capacity' and 6.12 'Road Network Capacity' and OPDC Regulation 19 Local Plan (2017) policy EU6 'Waste'.

30. PRIOR TO OCCUPATION – Cycle Storage (Residential)

Prior to the first occupation of each building further details of the cycle storage indicated on the approved plans shall be submitted to and approved in writing by the local planning authority. The approved details shall be fully implemented prior to first occupation of each building and the cycle storage shall be made available at all times to occupiers of the development and shall not be used for any other purpose.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2015) policy 6.9 'Cycling' and OPDC Regulation 19 Local Plan (2017) policy T3 'Cycling'

31. PRIOR TO OCCUPATION – Cycle Storage (Visitor)

Prior to the first occupation of any part of the development further details of the cycle storage for visitors to the development, including a programme for the implementation of the visitor cycle storage, shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be fully implemented in accordance with the approved programme and the cycle storage shall be made available at all times to everyone visiting the development.

Reason: To encourage cycling as a means of sustainable transport in accordance with London Plan (2015) policy 6.9 'Cycling' and OPDC Regulation 19 Local Plan (2017) policy T3 'Cycling'

32. PRIOR TO OCCUPATION – Nursery Travel Plan

Prior to the commencement of the use of the children's nursery, which is part of the approved development, a Travel Plan including measures to mitigate the potential transport impacts of the nursery shall be submitted to and approved in writing by the Local Planning Authority. The nursery use shall operate in accordance with the approved Travel Plan.

Reason: To ensure that the children's nursery would have an acceptable impact on the local transport network in accordance with policy T9 'Transport Assessments and Travel Plans' of the Regulation 19 OPDC Local Plan.

33. PRIOR TO OCCUPATION - Car Parking Management Plan

Prior to first occupation of any part the development, a Car-Parking Management Plan to demonstrate how parking on the site will be allocated and managed shall be submitted to and approved in writing by the local planning authority. The development shall not be occupied until the Car-Parking Management Plan has been approved in writing and the Plan shall be adhered to thereafter.

Reason: To ensure that car-parking on the site is appropriately managed and enforced in accordance with and OPDC Regulation 19 Local Plan (2017) policies T4 'Parking'.

34. PRIOR TO OCCUPATION – Air Quality

Prior to the occupation of each building, a verification report which provides evidence that the mitigation measures described in the approved Air Quality Impact Assessment have been implemented in full for that building shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that air quality objectives are met in accordance with London Plan (2016) policy 7.14 'Improving Air Quality' and policy EU4 'Air Quality' of the OPDC Regulation 19 Local Plan.

35. COMPLIANCE – Accessibility

All residential units indicated on the approved drawings as being suitable for wheelchair users (WC) shall be compliant with part M4 category 3 of the Building Regulations. All other units shall be compliant with part M4 category 2 of the Building Regulations.

Reason: To provide suitable access for disabled persons in accordance with London Plan (2016) policy 3.8 'Housing Choice' and OPDC Regulation 19 Local Plan (2017) policy D3 'Accessible and Inclusive design'.

36. COMPLIANCE – Noisy working hours

Any building or demolition work which can be heard at the boundary of the site may only be carried out between the following hours:

- 08.00 – 18.00 Monday to Friday;
- 08.00 – 13.00 on Saturdays
- Not at all on Sundays, bank holidays and public holidays.

Reason: In the interests of the amenity of local residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes'.

37. COMPLIANCE - Water Use

The development hereby approved shall fully comply with the optional requirements set out in paragraph (2)(b) of Requirement G2 of the Building Regulations 2010, as amended, to

ensure that mains water consumption would meet a target of 105 litres or less per head per day, excluding an allowance of 5 litres or less per head per day for external water consumption.

Reason: To ensure appropriate levels of water efficiency within the development in accordance with the London Plan (2016) policy 5.15 'Water use and supplies'.

38. COMPLIANCE – Tree Removal

The removal of any trees shall be undertaken outside of the nesting bird season (generally extends between March and September inclusive). If this is not possible then any tree that is to be removed or disturbed shall be checked by an experienced ecologist for nesting birds immediately prior to the removal of the tree commencing. If birds are found to be nesting any works which may affect them is required to be delayed until the young have fledged and the nest has been abandoned naturally.

Reason: To ensure that nesting birds are not harmed by the development in accordance with policy EU2 'Urban Greening and Biodiversity' of the Regulation 19 OPDC Local Plan.

39. COMPLIANCE – Plant Noise

The design, specification and installation of fixed plant shall be such that when operating the cumulative noise level LAeq Tr arising from the proposed plant, measured at 1m from the facade of the nearest noise sensitive premises, shall be a rating level of at least 5dB(A) below the background noise level LAF90 Tbg. The measurement of the noise should be carried out in accordance with the methodology contained within BS 4142:2014.

Reason: To minimise the risk of noise or vibration disturbance for future residents in accordance with London Plan (2016) policy 7.15 'Reducing and Managing Noise, Improving and Enhancing the Acoustic Environment and Promoting Appropriate Soundscapes' and OPDC Regulation 19 Local Plan (2017) policy EU5 'Noise and Vibration'.

40. COMPLIANCE – Nursery Use

Notwithstanding the provisions of the Town and Country Planning (Use Classes) Order 1987 (as amended) and the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), the approved children's nursery use shall be retained on-site and shall not be changed to any other use including any use within Use Class D1 (non-residential institution) of the Town and Country Planning (Use Classes) Order 1987 (as amended).

Reason: To ensure the delivery of a valuable community use for which there is an identified requirement in accordance with policies CP12 'Park Royal' and CP23 'Protection of existing and provision of new Community and Cultural Facilities' and OPDC Regulation 19 Local Plan (2017) policy TCC4 'Social Infrastructure'.

Informatives.

1. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames

Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development

2. There are large Thames Water mains crossing the development site which may/will need to be diverted at the Developer's cost, or necessitate amendments to the proposed development design so that the aforementioned main can be retained. Unrestricted access must be available at all times for maintenance and repair. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
3. There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.
4. Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the Mayor of London's CIL Charging Schedule 2012. Liability to pay CIL must now be assumed by submitting an Assumption of Liability Notice to the OPDC at planningapplications@opdc.london.gov.uk.
5. The applicant and/or contractor are encouraged to sign up to the Fleet Recognition Scheme (FORS) which promotes better safety standards during construction. The FORS guidance can be found at <http://www.tfl.gov.uk/info-for/freight/safety-and-the-environment/managing-risks-wrrr>.
6. The applicant is advised that prior to making a submission in relation to condition 8, requiring further details of external materials, that they should discuss the materials to be submitted with an Approved Building Control Surveyor in order to ensure that they meet with current fire safety regulations.
7. The applicant is strongly encouraged to consider the use of a sprinkler system within the development. Sprinkler systems installed in buildings can significantly reduce the damage caused by fire and the consequential cost to businesses and housing providers, and can reduce the risk to life.
8. The applicant is strongly encouraged to make reasonable endeavours to ensure that all workers involved in the construction of the development, either directly employed by the applicant, or employed by a sub-contractor, are paid the London Living Wage.
9. The applicant is advised that the Construction Logistics Plan required to be submitted for approval under condition 4 of this permission should be prepared in accordance with relevant guidance contained in "Construction Logistics Plan Guidance" published by Transport for London (TfL).

Proactive and Positive Statement

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order

2015, the following statement explains how OPDC as local planning authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this application:

OPDC, as the local planning authority, has worked with the applicant in a positive and proactive manner by offering a full pre-application service to ensure that the applicant had the opportunity to submit an application that was likely to be considered favourably. In addition, the local planning authority provided guidance on how outstanding planning matters could be addressed prior to determination of the application. Environmental information provided in an Environmental Statement and the planning application documents has been taken into account in the determination of the application. The application complies with relevant national, regional and local planning policy and OPDC has decided to grant planning permission accordingly.

Dated this: XXX XXX 2017

M Mulhern

Michael Mulhern

Director of Planning

Old Oak and Park Royal Development Corporation

Old Oak and Park Royal Development Corporation
TOWN AND COUNTRY PLANNING ACT 1990
Statement of Applicant's Rights

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under section 78 of the Town and Country Planning Act 1990.
- If you want to appeal against your local planning authority's decision then you must do so within 6 months of the date of this notice or within 12 weeks in the case of a householder¹ appeal.
- Appeals must be made using the correct form, which is available from the Planning Inspectorate (a copy of which must be sent to Old Oak and Park Royal Development Corporation), or can be completed online.

The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).

To make an appeal online, please use www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

- The Secretary of State can allow a longer period for giving notice of an appeal, but the Secretary of State will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of any Development Order and to any directions given under a Development Order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by the Secretary of State.

¹ For the purposes of an appeal, a householder development is development in the boundary of, or to an existing dwellinghouse for purposes incidental to the enjoyment of the dwellinghouse, that does not involve change of use or a change to the number of dwellings.

Please note, this does not include development in the boundary of, or to an existing flat or maisonette.

Purchase Notices

- If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that the owner can neither put the land to a reasonably beneficial use in its existing state, nor render the land capable of a reasonably beneficial use, either carrying out any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his/her interest in the land, in accordance with the provisions of Part VI of the Town and Country Planning Act 1990 (as amended).

SCHEDULE 3

Affordable Housing

1 ON-SITE AFFORDABLE HOUSING PROVISION

1.1 The London Affordable Rent Housing Units shall not be occupied for any purpose other than for London Affordable Rent Housing for the lifetime of the Development.

1.2 The London Living Rent Housing Units shall not be occupied for any purpose other than for:

(a) London Living Rent Housing; or

(b) in the event that the occupier of a London Living Rent Housing has purchased a share of the equity in their London Living Rent Housing Unit on shared ownership terms, Shared Ownership Housing,

for the lifetime of the Development save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular Shared Ownership Housing Unit.

1.3 The Shared Ownership Housing Units shall not be occupied for any purpose other than for Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular Shared Ownership Housing Unit.

1.4 The First Owner shall ensure that the Affordable Housing Units and any Additional Affordable Housing Units are designed and constructed in accordance with the London Design Standards.

1.5 The First Owner shall not Occupy or permit or suffer Occupation of more than 25% of the Private Residential Units until:

(a) the First Owner has entered into an agreement with a Registered Provider for either the transfer of the freehold interest or the grant of a lease of (a minimum) 125 year leasehold interest of the Affordable Housing Units

(b) the Registered Provider referred to in paragraph 1.5 (a) has entered into a Nominations Agreement for London Affordable Rent Housing Units with LBB, LBE and LBHF to provide the Boroughs with nomination rights in respect of the London Affordable Rent Housing Units for the life of the Development in the following shares:

(A) 70% LBB;

(B) 10% LBE

(C) 10% LBHF

(D) 10% GLA/Pan London;

1.6 In regard to the London Living Rent Housing Units and Shared Ownership Housing Units any nominations arrangements for London Living Rent Housing Units and Shared Housing Ownership Units will be subject to priority being determined as below:

- (a) Where there is more than one eligible applicant, Registered Providers should determine priority through use of LBB's waiting list applicable to London Living Rent Housing and Shared Ownership Housing, or as a last resort by first-come, first-served. Registered Providers will be expected to ensure that applicants meet the affordability and income requirements;
- (b) Where there is no GLA grant involved, households on intermediate housing waiting lists who meet the affordability and income requirements in LBB will be offered the London Living Rent Housing Units and Shared Ownership Housing Units in the first instance PROVIDED THAT the Registered Provider is satisfied through an affordability assessment that they can afford the unit;
- (c) The London Living Rent Housing Units and Shared Ownership Housing Units can then be offered in the second instance to households in LBE and LBHF again subject to the Registered Provider being satisfied through an affordability assessment that the household can afford the property; and
- (d) The London Living Rent Housing Units and Shared Ownership Housing Units may then be offered in the third instance on a London-wide basis via the Mayor of London's intermediate housing portal.

- 1.7 The First Owner shall not Occupy or permit or suffer Occupation of more than 232 Private Residential Units until 228 of the Affordable Housing Units have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule.
- 1.8 The First Owner shall not Occupy or permit or suffer Occupation of more than 490 Private Residential Units until all of the Affordable Housing Units have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule.
- 1.9 The First Owner shall unless otherwise agreed in writing by the OPDC:
- (a) Provide the London Affordable Rent Housing Units in the location shown on Plan 2;
 - (b) provide the London Living Rent Housing Units in the location shown on Plan 2; and
 - (c) provide the Shared Ownership Housing Units in the locations shown on Plan 2,

unless such locations are varied by an Additional Affordable Housing Scheme in which case the Affordable Housing Units shall be provided in the locations shown on Plan 2 as varied by the Additional Affordable Housing Scheme:

2 EXCLUSION OF LIABILITY

- 2.1 The obligations and restrictions contained in paragraph 1 of this Schedule shall not bind:
- (a) a Chargee who has first complied with the provisions of paragraph 2.2;
 - (b) any RTA Purchaser;
 - (c) any voluntary right to buy purchaser exercising a voluntary right to buy or acquire in accordance with a voluntary right to buy scheme promoted by the HCA or the GLA.
 - (d) any mortgagee or chargee of:
 - (i) a Shared Ownership Housing Unit; or
 - (ii) London Living Rent Unit where the occupier of a London Living Rent Housing has purchased a share of the equity in their London Living Rent Housing Unit,

lawfully exercising the mortgagee protection provision within a Shared Ownership Lease;

- (e) any lessees of a:
 - (i) Shared Ownership Housing Unit; or
 - (ii) London Living Rent Unit where the occupier of a London Living Rent Housing has purchased a share of the equity in their London Living Rent Housing Unit on shared ownership terms,

where the lessee has acquired 100 per cent of the equity in such unit through Staircasing; or
- (f) any person or body deriving title through or from any of the parties mentioned in paragraphs 2.1(a) to 2.1(e).

2.2 Any Chargee claiming protection granted by paragraph 2.1 must first:

- (a) Give written notice to the OPDC of its intention to dispose of the Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) and give the OPDC the option to:
 - (i) purchase the relevant Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) from the Chargee or Receiver; or
 - (ii) nominate another Registered Provider to purchase the relevant Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) or;
 - (iii) make other arrangements for the transfer of the relevant Affordable Housing Unit(s) or the Additional Affordable Housing Units so as to safeguard their use as Affordable Housing,

and within a period commencing on the date that the OPDC received (or is deemed to have received) the notice from the Chargee and ending 3 months from the date of receipt (or deemed receipt) of the notice ("the Option Period") the OPDC or its nominated Registered Provider or purchaser shall give notice to the Chargee if it wishes to purchase the relevant Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) and shall use reasonable endeavours to complete the disposal as soon as reasonably practicable; and

(b) If such disposal does not complete within the Option Period (the Chargee having acted in good faith) the Chargee shall be entitled to dispose of the relevant Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) free from the affordable housing provisions in Schedule 3 of this Deed and such provisions shall determine absolutely in respect of those Affordable Housing Units or the Additional Affordable Housing Units (as appropriate).

2.3 The price payable by the OPDC or its nominated Registered Provider for the relevant Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) pursuant to paragraph 2.2(a) shall be that reasonably obtainable in the circumstances for the Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) subject to the restrictions as to the use of the relevant Affordable Housing Units or the Additional Affordable Housing Units contained within this Schedule 3 but in no circumstances shall the consideration be less than all sums due to the Chargee pursuant to the terms of the relevant mortgage or charge or other relevant security documentation including all interest and reasonable legal and administrative fees costs and expenses PROVIDED THAT the sums secured against the relevant Affordable Housing Unit(s) or the Additional Affordable Housing Units (as appropriate) shall be no more than market value subject to tenancy.

SCHEDULE 4

Viability Assessment Review

1 SUBSTANTIAL IMPLEMENTATION REVIEW TRIGGER

- 1.1 The First Owner shall notify the OPDC in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence to enable the OPDC to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 1.2 Following notification of Substantial Implementation pursuant to paragraph 1.1, the First Owner shall afford the OPDC (and its agents) access to the Site to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation provided always that:
- (a) the OPDC shall provide the First Owner with reasonable written notice of its intention to carry out such inspection;
 - (b) the OPDC and its agents shall comply fully with the First Owner' site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice;
 - (c) the OPDC and its agents shall at all times be accompanied by the First Owner or its agent.
- 1.3 The OPDC shall inspect the Site within 20 Working Days of receiving notice pursuant to paragraph 1.1 and thereafter provide written confirmation to the First Owner within 10 Working Days of the inspection date (or such other date agreed with the First Owner) as to whether or not the OPDC considers that the works undertaken amount to Substantial Implementation.
- 1.4 If the OPDC fails to undertake the inspection within the prescribed period or notifies the First Owner that the OPDC considers that Substantial Implementation has not occurred then the First Owner may:
- (a) submit additional information to the OPDC to seek to demonstrate to the OPDC that Substantial Implementation has occurred; or

- (b) refer the matter to dispute resolution in accordance with the provisions of clause 21 of this Deed.

1.5 Subject to paragraph 1.6, in the event that by the Substantial Implementation Assessment Trigger Date:

- (a) the First Owner has not notified the OPDC of Substantial Implementation pursuant to paragraph 1.1; or
- (b) the First Owner has notified the OPDC of Substantial Implementation pursuant to paragraph 1.1 and following receipt of that notice the OPDC notifies the First Owner that it considers that the works undertaken do not amount to Substantial Implementation in accordance with paragraph 1.3 and:
 - (i) the First Owner does not refer the matter to dispute resolution in accordance with paragraph 1.4(b); or
 - (ii) the First Owner does refer the matter to dispute resolution in accordance with paragraph 1.4(b) and the Expert determines that the works undertaken do not amount to Substantial Implementation,

the First Owner will carry out a Viability Assessment on the date on which Substantial Implementation is achieved in accordance with the provisions of this Schedule.

1.6 Prior to the Substantial Implementation Assessment Trigger Date the process set out in paragraphs 1.1 to 1.5 of this Schedule 4 may be repeated more than once and the First Owner shall not be required to carry out a Viability Assessment prior to the Substantial Implementation Assessment Trigger Date.

2 VIABILITY ASSESSMENT

- 2.1 Any Viability Assessment will be prepared by the First Owner and shall be submitted to the OPDC within 20 Working Days of the date Substantial Implementation is achieved.
- 2.2 The inputs shown on any Viability Assessment shall be calculated: as at the date when Substantial Implementation occurred.

3 SUBMISSION OF THE VIABILITY ASSESSMENT

- 3.1 If a Viability Assessment Review is triggered pursuant to paragraph 1.5 above, the First Owner shall submit the Viability Assessment required pursuant to paragraph 1.5 and paragraph 2 on an open book basis to the OPDC within 20 Working Days of the date of Substantial Implementation as agreed by the OPDC or determined by the Expert.

4 PROPOSALS FOR ADDITIONAL AFFORDABLE HOUSING CONTRIBUTION

- 4.1 The First Owner will submit to the OPDC together with a Viability Assessment:

- (a) a written statement confirming:

(i) whether a Surplus has arisen;

(ii) the value of any Surplus;

(iii) where there is a Surplus but such a Surplus:

(A) is insufficient to provide any units of Additional Affordable Housing; or

(B) cannot deliver a complete number of units of Additional Affordable Housing

the value of the Surplus which is to be paid by way of an Affordable Housing Contribution; and.

- (b) where there is a Surplus which is sufficient to provide Additional Affordable Housing Units an Additional Affordable Housing Scheme for the approval of the OPDC.

- 4.2 The First Owner will provide to the OPDC together with a Viability Assessment such further information and evidence as is reasonably required by the OPDC to enable the OPDC's Viability Consultant to carry out the Viability Assessment Review.

5 VIABILITY ASSESSMENT REVIEW

- 5.1 The OPDC will commission an independent review of any Viability Assessment it receives provided always that the OPDC will appoint its Viability Consultant on terms that the

Viability Consultant must report to the OPDC within 30 Working Days after the date of submission of any Viability Assessment by the First Owner in accordance with paragraph 4.1 of this Schedule with reasonable terms to incentivise the meeting of this deadline, but for the avoidance of doubt failure on the part of the Viability Consultant to meet this deadline will not affect the Viability Assessment Review and the steps set out at 5.2 and 5.3 below will always be followed when the Viability Consultant submits the relevant report.

- 5.2 The OPDC will notify the First Owner in writing when the OPDC's Viability Consultant has completed a Viability Assessment Review and provide a copy of the relevant report of the OPDC's Viability Consultant to the First Owner within 5 Working Days of receipt of the report.
- 5.3 The First Owner will pay to the OPDC the costs of the OPDC's Viability Consultant which are reasonably and properly incurred on the Viability Assessment Review within 20 Working Days of receipt of the report.
- 5.4 The OPDC will notify the First Owner in writing of its intended decision as to whether there is a positive Surplus and whether any Additional Affordable Housing is required.
- 5.5 Where the OPDC assessment concludes that Additional Affordable Housing is required and the amount required is more than the First Owner's assessment submitted pursuant to paragraph 4.1 the First Owner shall provide a further Additional Affordable Housing Scheme to the OPDC for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the OPDC's notice pursuant to paragraph 5.4 above.
- 5.6 The First Owner shall not Occupy or permit or suffer Occupation of those Private Residential Units that may be required in order to meet the requirements of the Additional Affordable Housing Scheme until the Additional Affordable Housing Scheme submitted pursuant to paragraph 4.1 or paragraph 5.5 above has been approved by the OPDC.

6 ADDITIONAL AFFORDABLE HOUSING AND AFFORDABLE HOUSING CONTRIBUTION

- 6.1 The Surplus for Additional Affordable Housing and/or the Affordable Housing Contribution will be calculated in accordance with the following formula:

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

A is the estimated GDV for the Private Residential Base Units in the Development as determined at the date of Substantial Implementation (£)

$B = A + (C + 1)$ is the assumed GDV for the Private Residential Base Units in the Development as at the date of the Planning Permission (£)

C is the percentage change in value of the Private Residential Base Units in the Development from the date of the Planning Permission to the date of Substantial Implementation (based on the Land Registry House Price Index for London or such other index as may be agreed by the Council and the First Owner from time to time) (%)

D is the estimated build costs as determined at the date of Substantial Implementation (£)

$E = D + (F + 1)$ is the assumed application stage build costs at the date of the Planning Permission (£)

F is the percentage change in build costs from the date of the Planning Permission to the date of Substantial Implementation based on BCIS Tender Prices Index as published by the RICS or such other index as may be agreed by the Council and the First Owner from time to time) (%)

$P = (A - B) * Y$ is the developer's profit on change in GDV of Private Residential Units in the Development (£)

X is the Surplus

Y is the developer's profit blended at 20% of GDV for the Private Residential Units in the Development and 6% of GDV for the Affordable Housing Units as determined at the date of Substantial Implementation (%)

6.2 In the event that the Surplus calculated under any review pursuant to paragraph 6.1 is a positive figure then the quantum of Additional Affordable Housing Units shall be calculated using the following formula

X = Additional London Affordable Rent housing requirement (habitable rooms)

$$X = ((F * 0.3) + (A - B)) \div E$$

Y = Additional London Living Rent housing requirement (habitable rooms)

$$Y = ((F * 0.3) + (A - C)) \div E$$

Z = Additional Shared Ownership housing requirement (habitable rooms)

$$Z = ((F * 0.4) + (A - D)) \div E$$

A = Average value of market housing per m² (£)

B = Average value of London Affordable Rent housing per m² (£)

C = Average value of London Living Rent housing per m² (£)

D = Average value of Shared Ownership housing per m² (£)

E = Average habitable room size within the Development (m²)

F = Affordable Housing Contribution

6.2 In the event that the Surplus calculated under any review pursuant to paragraph 6.1 is a positive figure and that figure is sufficient to provide Additional Affordable Housing Units then Additional Affordable Housing shall be required and provided in accordance with the approved Additional Affordable Housing Scheme submitted in accordance with paragraph 4.1 or where applicable paragraph 5.5 .

6.3 In the event that the Surplus calculated under any review pursuant to paragraph 6.1 is a positive figure but:

- (a) the positive figure is insufficient to provide any units of Additional Affordable Housing;
or
- (b) the positive figure cannot deliver a complete number of units of Additional Affordable Housing;

then in either scenario any such Surplus attributable to any incomplete units of Additional Affordable Housing shall be payable to the OPDC as a financial contribution towards offsite Affordable Housing.

- 6.4 The OPDC and the First Owner will use reasonable endeavours to agree the value of any Affordable Housing Contribution as soon as reasonably practicable following the First Owner submission of a Viability Assessment.
- 6.5 The OPDC or the First Owner may refer any the matter to dispute resolution pursuant to clause 21 of this Deed to determine the amount of any Additional Affordable Housing or the value of any Affordable Housing Contribution if no agreement has been reached within 20 Working Days following receipt of the OPDC's Viability Consultant's final report pursuant to paragraph 5.2.
- 6.6 In the event that the Surplus calculated under any review pursuant to paragraph 6.1 is a negative figure (i.e. a deficit) then no Additional Affordable Housing shall be required and no Affordable Housing Contribution shall be payable in respect of that review PROVIDED THAT notwithstanding the fact that no Surplus has arisen there shall be no reduction or other alteration to the planning obligations within this Deed as a result of such review.
- 6.7 Where it is determined that Additional Affordable Housing is required pursuant to the Viability Assessment Review the First Owner shall deliver the Additional Affordable Housing which shall form part of the Affordable Housing Units for the purpose of paragraphs 1.7 and 1.8 of Schedule 3 and the Additional Affordable Housing Units shall not be constructed until:
- (a) the First Owner has entered into an agreement with a Registered Provider for either the transfer of the freehold interest or the grant of a lease of (a minimum) 125 year leasehold interest of the Additional Affordable Housing Units; and
 - (b) the Registered Provider referred to in paragraph 6.7 (a) has entered into a Nominations Agreement for London Affordable Rent Housing Units with LBB, LBE and LBHF to provide the Boroughs with nomination rights in respect of the London Affordable Rent Housing Units for the life of the Development in the following shares:
 - (A) 70% LBB;
 - (B) 10% LBE

(C) 10% LBHF

(D) 10% GLA/Pan London;

- 6.8 The First Owner shall pay to the OPDC the value of any Affordable Housing Contribution which has been agreed pursuant to paragraph 6.4 or determined pursuant to paragraph 6.5 within 10 Working Days of such agreement or determination and in any event prior to the Occupation of 50% of the Private Residential Units (and shall not Occupy or permit of suffer Occupation of more than 50% of the Private Residential Units until such Affordable Housing Contribution has been paid).
- 6.9 The Parties hereby agree that the amount of Affordable Housing Units on the Site together with the number of Affordable Housing Units which would be equivalent to any Affordable Housing Contribution payable shall never exceed the Cap.

SCHEDULE 5

Public Transport

1 BUS IMPROVEMENT CONTRIBUTION

1.1 The First Owner shall:

- (a) pay 50% of the Bus Improvement Contribution to the OPDC prior to Commencement of the Development; and
- (b) not Commence the Development until 50% of the Bus Improvement Contribution has been paid to the OPDC;
- (c) pay the remaining 50% of the Bus Improvement Contribution to the OPDC prior to Occupation of the Development;
- (d) not Occupy the Development until the remaining 50% of the Bus Improvement Contribution has been paid to the OPDC.

2 WAY-FINDING CONTRIBUTION

2.1 The First Owner shall:

- (a) pay the Way-finding Contribution to the OPDC prior to Commencement of the Development; and
- (b) not to Commence the Development until the Way-finding Contribution has been paid in full to the OPDC.

3 WALKING AND CYCLING CONTRIBUTION

3.1 The First Owner shall:

- (a) pay the Walking and Cycling Contribution to the OPDC prior to Commencement of the Development; and

- (b) not to Commence the Development until the Walking and Cycling Contribution has been paid in full to the OPDC.

4 HIGHWAY WORKS

The First Owner covenants with the OPDC:

- 4.1 to complete the Highway Works and to have dedicated or procured the dedication of the land upon which the Highway Works are situated as public highway prior to Occupation of Building A; and
- 4.2 not to Occupy or permit or suffer Occupation of the Building A until the Highway Works are practically complete and the land upon which the Highway Works are situated has been dedicated as public highway.
- 4.3 In the event that the local highway authority does not agree to the dedication of the Highway Works:
 - (a) to maintain the Highway Works to an adoptable standard at the First Owner's cost;
 - (b) and to ensure that the Highway Works are retained and remain available for public access free-of-charge 24 hours a day;

in perpetuity from the date the Highway Works are brought into beneficial use and made accessible to members of the public.

SCHEDULE 6

Public Realm and Open Space

1 THE FIRST OWNER'S OVENANTS

The First Owner hereby covenants with the OPDC:

- 1.1 Prior to Occupation of the final 25 (twenty-five) Residential Units permitted by the Planning Permission to lay out the Public Realm and Open Space Land in accordance with the Approved Public Realm and Open Space Land Details to the satisfaction of the OPDC.
- 1.2 Not to Occupy the final 25 (twenty-five) Residential Units permitted by the Planning Permission until the Public Realm and Open Space Land has been laid out in accordance with the Approved Public Realm and Open Space Land Details to the satisfaction of the OPDC and brought into beneficial use and (subject to paragraph 2 below) made accessible to members of the public free-of-charge 24 hours a day.
- 1.3 Subject to paragraph 2 below to ensure that the Public Realm and Open Space Land is retained and remain available for public access free-of-charge 24 hours a day in perpetuity from the date the Public Realm and Open Space Land are brought into beneficial use and made accessible to members of the public.
- 1.4 To manage and maintain the Public Realm and Open Space Land in accordance with the Public Realm and Open Space Land Management and Maintenance Plan (subject to any minor amendments agreed in writing with the OPDC).
- 1.5 Prior to first Occupation of Building C to remove the fence situated on the northern boundary of the Site to the OPDC's satisfaction and not to erect any form of enclosure on the northern boundary without the OPDC's written approval.
- 1.6 Not to Occupy Building C until the fence situated on the northern boundary of the Site has been removed to the OPDC's satisfaction.

2 TEMPORARY CLOSURE OF PUBLIC REALM AND OPEN SPACE LAND

- 2.1 The First Owner is permitted to temporarily close any part of the Public Realm and Open Space Land if such closure is reasonably and urgently necessary for public safety or

emergency maintenance PROVIDED THAT the First Owner and the Third Owner shall re-open that part of Public Realm and Open Space Land temporarily closed as soon as reasonably practicable and in any event within five Working Days of the OPDC's reasonable request.

- 2.2 The First Owner is permitted to temporarily close any part of the Public Realm and Open Space Land for necessary maintenance, cleansing or repair in accordance with the relevant Public Realm and Open Space Land Management and Maintenance Plan PROVIDED THAT the First Owner shall re-open that part of the Public Realm and Open Space Land as soon as reasonably practicable and in any event within five Working Days of the OPDC's reasonable request;
- 2.3 The First Owner is permitted to close any part of the Public Realm and Open Space Land for one day a year to prevent the creation of a public right of way over that part of the Public Realm and Open Space Land by prescription or operation of law.
- 2.4 The First Owner is permitted to temporarily close any part of the Public Realm and Open Space Land if it is reasonably required for construction (including development or redevelopment of adjoining buildings and structures and for the placing or replacing of underground services) in the vicinity of that part of the Public Realm and Open Space Land PROVIDED THAT the First Owner shall re-open that any part of the Public Realm and Open Space Land as soon as reasonably practicable and in any event within five Working Days of the OPDC's reasonable request.

3 PUBLIC ART CONTRIBUTION

- 3.1 The First Owner shall:
 - (a) pay the Public Art Contribution to the OPDC prior to Commencement of the Development; and
 - (b) not to Commence the Development until the Public Art Contribution has been paid in full to the OPDC.

SCHEDULE 7

Car Parking

1 CAR CLUB MEMBERSHIP

- 1.1 Prior to first Occupation of any Residential Unit in Building A, the Developer shall liaise with a Car Club Operator and use reasonable endeavours to establish a Car Club within the Site to serve the Development through the provision of the Car Club Parking Spaces.
- 1.2 The First Owner shall provide the OPDC with quarterly written updates on the steps taken and the progress being made to establish a Car Club on the Site from the Commencement of the Development;
- 1.3 If a Car Club is established on the Site, the First Owner shall:
- (a) submit details of the location of the Car Club Parking Spaces to the OPDC for approval and to provide the Car Club Parking Spaces for the sole use of the Car Club in the location approved by the OPDC;
 - (b) not Occupy any Residential Unit in Building A until the Car Club has been established within the Site to serve the Development through the provision of the Car Club Parking Spaces.
- 1.4 The First Owner shall:
- (a) notify the OPDC in writing if they are unable to establish the Car Club or the Car Club operator no longer utilises the Car Club Spaces; and
 - (b) use reasonable endeavours for a period of 6 months from the date that it notified the OPDC under paragraph 1.4(a) above to secure another Car Club operator to provide the Car Club within the Development and provide the OPDC with evidence of attempts to secure another Car Club operator and if having used such reasonable endeavours the OPDC agrees that the First Owner is unable to secure another Car Club operator then the provisions of this paragraph 1 shall no longer apply.
- 1.5 Regardless of whether a Car Club is established on the Site, the First Owner shall:

- (a) Prior to first Occupation of each Residential Unit, write to the relevant first Resident of each Residential Unit to notify him of the existence of car clubs on or in the vicinity of the Site and to offer two complimentary memberships to a car club per Residential Unit to run for three years following the first Occupation of the Residential Unit;
- (b) In the event that following receipt of written notice pursuant to paragraph 1.5(a) above a Resident notifies the First Owner that he or she wishes to become a member of a car club on or in the vicinity of the Site, to pay the full cost of that Resident's membership to either Car Club for a period of not less than three years;
- (c) As soon as reasonably practicable following a written request from the OPDC, to provide the OPDC with evidence of the acceptance or non-acceptance of the Car Club membership by the Resident of each Residential Unit; and
- (d) Undertake that any advert or marketing in relation to the sale or letting of any of the Residential Units shall include reference to the provision of membership of the Car Club pursuant to the terms of this Deed and to provide evidence of the same to the OPDC as soon as reasonably practicable following a written request.

2 CONTROLLED PARKING ZONES

2.1 The First Owner shall pay the CPZ Contribution to the OPDC as follows:

- (a) £50,000 prior to the Commencement of the Development for consulting on and progressing the CPZ proposal; and
- (b) in the event that a referendum on the CPZ approves the implementation of the CPZ, £50,000 within 20 Working Days of the referendum for the implementation of the CPZ.

2.2 The First Owner shall not Commence the Development or any part thereof until the Owners have given unilateral undertakings pursuant to section 16 of the Greater London Council (General Powers) Act 1974 to LBB (the "**Undertaking**").

2.3 The Undertaking shall be in the same form as the draft undertaking appearing at Schedule 16 of this Deed, subject to such reasonable amendments as may be required by the OPDC provided that the provisions confirming that the Undertaking is only enforceable against the Second Owner in the circumstances in Clause 6.2 and that the Third Owner shall be a party to the Undertaking only to give the same covenants as in Clause 7.1 (a)

and 7.1(b) but shall not otherwise have any liability under the Undertaking and the Undertaking shall not be varied unless with the agreement of the Second Owner and or the Third Owner as appropriate.

SCHEDULE 8

Residential Travel Plan

1 SUBMISSION OF RESIDENTIAL TRAVEL PLAN

1.1 The First Owner shall:

- (a) submit a Residential Travel Plan to the OPDC for approval prior to first Occupation of the Residential Units;
- (b) not Occupy any Residential Unit until the Residential Travel Plan has been approved by the OPDC in writing; and
- (c) thereafter implement, comply with and procure compliance with the Residential Travel Plan for the duration of the beneficial use of the Development, subject to any variations that may be agreed from time to time in writing between the First Owner and the OPDC.

2 CONTENTS OF RESIDENTIAL TRAVEL PLAN

2.1 The First Owner covenants with and undertakes to the OPDC that the Residential Travel Plan shall include (but not be limited to) the following information and measures:

- (a) a specimen welcome pack for all Occupiers of the Residential Units;
- (b) explore initiatives to promote cycling and walking;
- (c) include proposals for providing and promoting public transport information (for example, maps, routes and timetables); and
- (d) provide objectives and targets over the life of the Residential Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport; and
- (e) proposals for monitoring compliance with the Residential Travel Plan and achievement of the objectives and targets.

3 REVIEW OF RESIDENTIAL TRAVEL PLAN

- 3.1 The First Owner shall review the operation of the Residential Travel Plan on the first, third, and fifth anniversaries of the first Occupation of the Development and shall submit a written report to the OPDC within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Residential Travel Plan are being achieved and any proposals for improving the operation of the Residential Travel Plan.
- 3.2 Following submission of a review of the Residential Travel Plan, the First Owner and the OPDC shall use reasonable endeavours to agree any necessary changes to the Residential Travel Plan to ensure that the objectives and targets set out therein are achieved and the First Owner shall thereafter implement any such agreed changes.

4 RESIDENTIAL TRAVEL PLAN MONITORING FEE

- 4.1 The First Owner shall pay £1000 on the first, third, and fifth anniversaries of first Occupation of the Residential Units as contributions towards the OPDC's costs involved in monitoring compliance with the Residential Travel Plan.
- 4.2 Not to Occupy any part of the Site not yet Occupied on the date being the first, third, and fifth anniversaries of first Occupation of the Residential Units unless the relevant sums referred to in paragraph 4.1 have been paid to the OPDC.

SCHEDULE 9

Education

1 EDUCATION CONTRIBUTION

- 1.1 The First Owner shall pay 50% of the Education Contribution to the OPDC prior to the Commencement of the Development.
- 1.2 The First Owner shall not Commence the Development until 50% of the Education Contribution has been paid to the OPDC.
- 1.3 The First Owner shall pay the remaining 50% of the Education Contribution to the OPDC prior to the Occupation of the 400th Residential Unit.
- 1.4 The First Owner shall not Occupy or permit or suffer Occupation of the 400th Residential Unit until the remaining 50% of the Education Contribution has been paid to the OPDC.

SCHEDULE 10

Healthcare

1 HEALTHCARE CONTRIBUTION

- 1.1 The First Owner shall pay 50% of the Healthcare Contribution to the OPDC prior to the Commencement of the Development.
- 1.2 The First Owner shall not Commence the Development until 50% of the Healthcare Contribution has been paid to the OPDC.
- 1.3 The First Owner shall pay the remaining 50% of the Healthcare Contribution to the OPDC prior to the Occupation of the 400th Residential Unit.
- 1.4 The First Owner shall not Occupy or permit or suffer Occupation of the 400th Residential Unit until the remaining 50% of the Healthcare Contribution has been paid to the OPDC.

SCHEDULE 11

Training and Skills

1 TRAINING AND SKILLS CONTRIBUTION

- 1.1 The First Owner shall pay the Training and Skills Contribution to the OPDC prior to the Commencement of the Development and shall not Commence the Development until the Training and Skills Contribution has been paid to the OPDC.

2 LOCAL EMPLOYMENT

- 2.1 The First Owner shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) use Reasonable Endeavours to:-
- (a) ensure the recruitment of Local Residents account for at least fifteen per cent (15%) of the construction jobs arising from the Development during the Construction Period;
 - (b) ensure that during the Construction Period no less than 10 construction apprenticeships are available at the Development where each apprenticeship shall be for a period of not less than 26 weeks and at a salary not less than London Living Wage; and
 - (c) provide opportunities for local businesses to bid/tender for sub-contracting opportunities and the supply of goods and services during the Construction Period.
- 2.2 Prior to first occupation of any part of the Development, and thereafter on first Occupation of each Building:
- (a) to verify to the OPDC the amount of Local Residents employed in construction of the Development;
 - (b) to provide proof of construction apprentices and salary paid;
 - (c) to provide a list of opportunities which have been tendered to local businesses and details of the local businesses sub-contacted or who have provided goods and services during the Construction Period.

SCHEDULE 12

Energy and Sustainability

1 CARBON OFF-SET CONTRIBUTION

- 1.1 Prior to Practical Completion of the Development, the First Owner will submit to the OPDC for approval details of the consultants who will undertake the CO² Audit and details of the terms on which the appointment will be made including the deadline for the completion of the CO² Audit.
- 1.2 Within 20 Working Days of first Occupation the First Owner shall commission the CO² Audit and give written notification of such fact to the OPDC.
- 1.3 On completion the CO² Audit shall be submitted to the OPDC, and the First Owner will pay the Carbon Offset Contribution within 10 Working Days of submission of the CO² Audit.

2 BREEAM

- 2.1 Prior to Commencement of the Commercial Floorspace and the Nursery to obtain a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Commercial Floorspace with a target of achieving an "Excellent" rating and submit the same to the OPDC for approval.
- 2.2 Not to Commence the Commercial Floorspace or the Nursery until the report referred to in paragraph 2.1 has been approved by the OPDC.
- 2.3 Prior to the first Occupation of the Commercial Floorspace and the Nursery to obtain a post construction stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Commercial Floorspace and the Nursery confirming that the measures incorporated in the report referred to in paragraph 2.1 have been incorporated into the Commercial Floorspace and the Nursery and confirming whether the Commercial Floorspace and the Nursery have achieved the target of an "Excellent" rating and to submit the same to the OPDC for approval.

- 2.4 Not to Occupy the Commercial Floorspace or the Nursery until the report referred to in paragraph 2.3 has been approved by the OPDC.
- 2.5 In the event that the report referred to in paragraph 2.3 fails to demonstrate to the OPDC's satisfaction that the BREEAM Excellent rating has been achieved the First Owner shall within a period of no less than 28 days either submit for the approval of the OPDC the proposed Sustainability Compensatory Measures and thereafter implement the approved Sustainability Compensatory Measures, or (if and to the extent the OPDC agrees that it is impractical for any reason to implement such measures) pay to the OPDC the Sustainability Penalty.

3 DECENTRALISED ENERGY

- 3.1 The First Owner covenants with the OPDC that the Development will be designed and constructed to connect to the District Heating Network.
- 3.2 The First Owner shall not Occupy any part of the Development that is not connected to and supplied with heating and hot water by the District Heating Network.
- 3.3 As soon as reasonably practicable following a written request from the OPDC, the First Owner shall provide the OPDC with evidence that the Development is connected to and supplied by the District Heating Network.
- 3.4 To retain the connection to and supply by the District Heating Network for the lifetime of the Development.

SCHEDULE 13

Design Monitoring

1 DESIGN TEAM STATEMENT

- 1.1 The First Owner shall not submit any of the following applications unless accompanied by a statement prepared by the First Owner specifying the design team involved in the preparation of those details (the "**Design Team Statement**"):
- (a) an application pursuant to planning conditions 7 and 8 attached to the Planning Permission;
 - (b) an application for S96A Amendment;
 - (c) an application for a S73 Permission.
- 1.2 The First Owner shall also submit a statement to the OPDC specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Practical Completion.

2 DESIGN MONITORING COSTS

- 2.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 1.1 above and overseeing the construction of the Development) the First Owner shall forthwith:
- (a) notify the OPDC of such non-retention; and
 - (b) pay to the OPDC within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:
 - (i) such costs may relate either to staff employed directly by the OPDC or third party consultants retained by the OPDC;

- (ii) the demand for the Design Monitoring Costs is accompanied by evidence that such costs are reasonable costs incurred in monitoring the design quality of the Development;
- (iii) the OPDC may make more than one demand for payment of Design Monitoring Costs;

PROVIDED THAT the total amount payable to the OPDC in Design Monitoring Costs shall not exceed £50,000 (Index Linked)

3 RESTRICTION ON DEVELOPMENT

- 3.1 The Development shall not Commence until the First Owner has either:
- (a) provided satisfactory evidence to the OPDC that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or
 - (b) paid the first instalment of the OPDC's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development
- 3.2 No Development shall be carried out if the OPDC's Design Monitoring Costs have not been paid in accordance with paragraph 2.1(b) of this Schedule.
- 3.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the OPDC and the OPDC may require the Architect to approve any subsequent changes in writing before the OPDC gives its own written approval under this paragraph.

SCHEDULE 14

SME Workspace

- 1 Prior to Commencement of the Development in respect of the Commercial Floorspace the First Owner shall submit the SME Workspace Strategy to the OPDC for approval.
- 2 Not to Commence the Development in respect of the Commercial Floorspace until the First Owner has submitted the SME Workspace Strategy to the OPDC for approval and the OPDC has approved the same.
- 3 The First Owner shall:
 - (a) Provide the SME Workspace in accordance with the SME Workspace Strategy approved pursuant to paragraph 2.
 - (b) Only market the SME Workspace in accordance with the approved SME Workspace Strategy approved pursuant to paragraph 2; and
 - (c) Where an agreement for lease or a lease for the SME Workspace has been completed or granted (as applicable) during the SME Workspace Marketing Period the First Owner shall thereafter use reasonable endeavours (including where appropriate repeating the marketing arrangements set out in this Schedule to secure subsequent tenants) to procure that the SME Workspace shall only be occupied in accordance with the approved SME Workspace Strategy.
- 4 Where an agreement for lease or a lease for the SME Workspace (or any part) has not been completed or granted (as applicable) within the SME Workspace Marketing Period the First Owner shall submit the SME Workspace Marketing Report to the OPDC for approval; and:
 - (a) If the OPDC does not approve in writing the SME Workspace Marketing Report (acting reasonably) or it is not approved following dispute resolution in accordance with the provisions of clause 21, the First Owner shall continue to market the unlet SME Workspace for a further period of six months and the provisions of paragraphs 2 and 3 shall re-apply;
 - (b) Where the OPDC has approved in writing the SME Workspace Marketing Report (or it has been approved through dispute resolution) and at the date of approval no offer

substantially in accordance with the terms set out in the approved SME Workspace Strategy has been received the First Owner shall not be required to provide the unlet SME Workspace as part of the Development.

SCHEDULE 15

Nursery Facility

- 1 Prior to the Commencement of Building A the First Owner shall submit to the OPDC for approval the standard of the fit-out for the Nursery Facility.
- 2 Not to Commence the construction of Building A until the standard of the fit-out for the Nursery Facility has been approved by the OPDC.
- 3 The First Owner shall construct and fit-out the Nursery Facility to a standard to be agreed with the OPDC prior to Occupation of the final 25 (twenty-five) Residential Units permitted by the Planning Permission.
- 4 Not to Occupy the final 25 (twenty-five) Residential Units permitted by the Planning Permission until the Nursery Facility has been constructed and fitted-out to the standard agreed with the OPDC pursuant to paragraph 1.

SCHEDULE 16

Form of Unilateral Undertaking

Unilateral Undertaking

From: FAIRVIEW L&Q PARK ROYAL LLP

GUINNESS LIMITED

FIRST CENTRAL MANAGEMENT COMPANY
LIMITED

To: []

pursuant to section 16 of the Greater London
Council (General Powers) Act 1974 and all other
powers enabling relating to land known as First
Central, Lakeside Drive, Park Royal, NW10 7HQ

2017

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION.....	2
2. LEGAL EFFECT	4
3. THE OWNER'S COVENANTS	4
4. OWNER'S CAPACITY TO ENTER INTO THIS UNDERTAKING	4
5. FURTHER TERMS	4
6. NOTICE PROVISIONS.....	5
7. REVOCATION.....	5
8. LIABILITY UNDER THIS UNDERTAKING	5
9. DISPUTE RESOLUTION.....	6
10. GOVERNING LAW	7
11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	8
SCHEDULE 1.....	9
Site Plan	9
SCHEDULE 2.....	10
Owner's Covenants - Permit Free	10

THIS UNDERTAKING is given on

2017

FROM:

- (1) FAIRVIEW L&Q P R LLP a company registered in England and Wales (company number OC411770) whose registered office is at 50 Lancaster Road, Enfield EN2 0BY ("**Owner**");
- (2) GUINNESS LIMITED a company registered in England and Wales (company number 510607) of Lakeside Drive, Park Royal, London NW10 7HQ ("**Guinness**")
- (3) FIRST CENTRAL MANAGEMENT COMPANY LIMITED a company registered in England and Wales (company number 4070372) of Albury Mill Lane, Chilworth, Guildford, Surrey GU4 8RU ("**FCMC**")

TO:

- (4) [] (the "**Council**")

RECITALS

- (A) The Council is the local authority for the area in the vicinity of the Site for the purposes of section 16 of the 1974 Act and is the local authority by whom the obligations contained in this Undertaking are enforceable.
- (B) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the Old Oak and Park Royal Development Corporation ("**OPDC**") is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act.
- (C) The Owner is the registered owner of a leasehold interest in the Site with title absolute under title number AGL382001.
- (D) Guinness is the registered owner of the freehold interest in the Site with title absolute under title number NGL786257.
- (E) FCMC is the registered owner of the leasehold interest in the Site with the title absolute under the title number AGL272301.
- (F) The Owner submitted the Planning Application to the OPDC.
- (G) At a meeting of its Planning Committee on 11 October 2017, the OPDC resolved to grant the Planning Permission subject to the Owner, Guinness and FCMC entering into the S106 Agreement and securing obligations to restrict Occupiers of the Site from holding Parking Permits, without which the Planning Permission would not be granted.
- (H) The S106 Agreement has been entered into and the Planning Permission has been granted.
- (I) This Undertaking is being given to satisfy the requirements of paragraph 2.2 of Schedule 7 of the S106 Agreement.
- (J) The liability of Guinness and FCMC under this Undertaking is limited in accordance with paragraph 2.3 of Schedule 7 of the S106 Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 In this Undertaking the following words and expressions and abbreviations have the following meanings, unless the context otherwise requires:

"1974 Act" means the Greater London Council (General Powers) Act 1974;

"1990 Act" means the Town and Country Planning Act 1990;

"Blue Badge" means a disabled parking badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;

"Commencement" means the carrying out of a material operation (as defined in section 56(4) of the 1990 Act but disregarding for the purposes of this Undertaking the following operations: ground investigations for assessing site conditions; archaeological investigations; demolition and site clearance; site survey works; diversion and laying of services; erection of any temporary means of enclosure; temporary display of site notices and advertisements; and any works requires to be undertaken to discharge pre-commencement conditions on the Planning Permission) and **"Commenced"** shall be construed accordingly;

"Commencement Date" means the date upon which the Development is Commenced;

"CPZ" means any controlled parking zone enforced by the Council as at the date of the S106 Agreement;

"Development" means a residential-led, mixed use redevelopment of the site to provide three new courtyard blocks, ranging from 5 storeys to 27 storeys in height comprising 807 residential units (Use Class C3), a 377sqm (GIA) children's nursery (Use Class D1), 982sqm (GIA) of flexible retail/employment floor space (Use Classes A1, A2, and B1) with publicly accessible open space, private and shared amenity space; hard and soft landscaping; alterations to existing, and creation of new, vehicular accesses and pedestrian routes; substation; servicing bay on Lakeside Drive, car and cycle parking and associated works;

"Implementation" the carrying out of the first material operation (as defined in section 56(4) of the 1990 Act) pursuant to the Planning Permission and **"Implemented"** and **"Implementation Date"** shall be construed accordingly

"Occupation" means the occupation of any part of the Development for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and **"Occupier"** shall be construed accordingly;

"Parking Permit" means a permit issued or to be issued in the future by the Council to an Occupier of a Residential Unit to permit the parking of a motor vehicle on the highway within a CPZ;

"Planning Application" means the application for full planning permission submitted to the OPDC for the Development and allocated reference number 17/0076/FUMOPDC;

"Planning Permission" means the planning permission for the Development granted by the OPDC on *[insert date]* and bearing reference number 17/0076/FUMOPDC and shall include any amended, varied or replacement permission granted pursuant to section 96A or section 73 of the 1990 Act from time to time;

"Residential Unit" means a unit of residential accommodation comprised within the Development and falling within Use Class C3;

"S106 Agreement" means the agreement dated *[insert date]* and made pursuant to section 106 of the 1990 Act in respect of the Planning Permission between the OPDC, the Owner, Guinness and FCMC;

"Site" means the land known as First Central, Lakeside Drive, Park Royal, NW10 7HQ as shown edged red on the plan annexed to this Undertaking at schedule 1, the freehold interest in which is owned by Guinness and the leasehold interests in which are owned by the Owner and FCMC;

"Use Classes" shall be defined by reference to the Town and Country Planning (Use Classes) Order 1987; and

"Working Day" means any day of the week other than Saturday, Sunday or any bank holiday.

- 1.2 Where in this Undertaking reference is made to a clause paragraph schedule recital plan annex or appendix such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Undertaking or to a plan annex or appendix attached to this Undertaking.
- 1.3 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of that schedule or (if relevant) part of a schedule.
- 1.4 References in this Undertaking to the Owner, Guinness or FCMC shall include reference to the Owner's, Guinness's or FCMC's successors in title and assigns and to persons claiming through or under them in relation to all or any part of the Site save where the context otherwise requires.
- 1.5 References to the Council shall include reference to any successor body exercising any of the powers currently vested in the Council in relation to this Undertaking.
- 1.6 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.7 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.8 Words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.9 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Undertaking) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.10 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.

1.11 The clause and paragraph headings in the body of this Undertaking and in the schedules hereto do not form part of this Undertaking and shall not be taken into account in its construction or interpretation.

1.12 References to the Site include any part of it.

2. **LEGAL EFFECT**

2.1 This Undertaking is made pursuant to section 16 of the 1974 Act and will come into effect on the date hereof, save for clause 3 which shall come into force upon the Commencement Date.

2.2 Subject to clause 8.2 and 8.3, the covenants undertakings restrictions and requirements imposed upon the Owner, Guinness and FCMC under this Undertaking create obligations pursuant to section 16 of the 1974 Act which are enforceable by the Council as local authority against the Owner, Guinness, FCMC and their successors in title and assigns and which bind each and every part of the Site.

2.3 Insofar as any provisions in this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.

2.4 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, undertakings, terms or conditions of this Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants, undertakings, terms or conditions or from acting upon any subsequent breach or default.

2.5 Subject to clause 8.2 and 8.3, the covenants, undertakings, restrictions and obligations herein shall be enforceable without any limit of time against the Owner, Guinness, FCMC and their respective successors in title and assigns or any person claiming title through or under the Owner, Guinness or FCMC to the Site or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

3. **THE OWNER'S COVENANTS**

Subject to clause 8.2 and 8.3, the Owner hereby covenants with the Council to observe and perform and cause to be observed and performed the obligations, undertakings, covenants and restrictions contained in schedule 2.

4. **OWNER'S CAPACITY TO ENTER INTO THIS UNDERTAKING**

The Owner and Guinness hereby warrant that they have full power to enter into this Undertaking and that they have obtained all necessary consents from any mortgagee, chargee or any other person having a title or right in the Site.

5. **FURTHER TERMS**

5.1 The covenants and undertakings in this Undertaking shall be registered by the Council as local land charges for the purposes of the Local Land Charges Act 1975.

5.2 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

6. NOTICE PROVISIONS

- 6.1 The Owner shall give the Council written notice of Commencement no later than 10 Working Days after the Commencement Date.
- 6.2 The Owner, Guinness and FCMC shall give the Council written notice of any change in ownership of any freehold or leasehold interest in the Site (save in respect of individual residential units or units of commercial floorspace) no later than ten Working Days after such change in ownership and such notice shall give details of the transferee's or lessee's full name and registered office (if a company or usual address if not).
- 6.3 Any notice or other written communication to be served upon a party or given by one party to any other under the terms of this Undertaking shall be given in writing (which for this purpose shall not include email) and shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:
- (a) if delivered by hand, the next Working Day after the day of delivery; and
 - (b) if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.
- 6.4 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the party upon whom the notice is to be served to the other parties by not less than five Working Days' notice:
- (a) in the case of the Council, to []; and
 - (b) in the case of the Owner, Guinness or FCMC to the relevant addresses set out above.

7. REVOCATION

This Undertaking shall cease to have effect (insofar as it has not already been complied with and save for any obligations which are already outstanding) if the Planning Permission shall be quashed, modified (without the consent of the Owner) or revoked or if the Planning Permission shall expire prior to Commencement of the Development.

8. LIABILITY UNDER THIS UNDERTAKING

- 8.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Undertaking:
- (a) to the extent that such breach relates to any part of the Site in which that person has no interest and/or
 - (b) which occurs after he has parted with his entire interest in the Site (or his interest in that part of the Site on which the breach occurs) save for any prior breach for which he shall continue to be liable.
- 8.2 The obligations, undertakings and liabilities under this Undertaking on the part of the Owner under this Undertaking shall only be enforceable against Guinness (and any of its successors-in-title) if:
- (a) the Owner's Lease is terminated, surrendered or otherwise brought to an end;

- (b) Guinness (or a successor-in-title) is in possession of any part of the Owner's Leasehold Land other than due to any of the circumstances described in paragraph 8.2(a) and provided that in such case liability be limited to obligations relating to the part of the First Owners Leasehold Land that the Second Owner (or a successor in-title) is in possession of;
- (c) Guinness has Implemented the Planning Permission and/or is carrying out any part of the Development without first complying with clause 6.1(a) of the S.106 Agreement; or
- (d) Guinness has knowingly permitted or suffered the Implementation of the Planning Permission and/or the carrying out of the Development by any party (other than the Owner and its contractors) without that party first entering into a deed with the OPDC to observe and perform the obligations, covenants and undertakings under the S.106 Agreement.

8.3 The obligations, undertakings and liabilities under this Undertaking on the part of the Owner shall not be binding on FCMC. FCMC is a party to this Undertaking solely to confirm that FCMC will not encumber or otherwise deal with their interest in the Site (or any part or parts thereof) or the Owner's Leasehold Land in any manner whatsoever that may enable the carrying out of any part of the Development without complying with the terms of the S.106 Agreement and/or this Undertaking or in any manner which would otherwise prevent the obligations, covenants and undertakings imposed by the S.106 Agreement and/or this Undertaking from being carried out or complied with Provided That nothing in this Clause shall prohibit or restrict the FCMC carrying out any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission (other than a planning permission varying the Planning Permission).

8.4 FCMC is the registered proprietor of a leasehold interest in part of the Site and has full power and rights to enter into this Deed in respect of its interest in the Site and that there is no other person having any freehold or long leasehold interest in the Site which the FCMC is aware of which has not been disclosed to the Council prior to the date of this Undertaking.

9. **DISPUTE RESOLUTION**

9.1 Where the Owner, Guinness, FCMC and the Council (referred to hereafter in this clause as the "**parties**") are in dispute or disagreement or have any differences relating to any matter the subject of or connected with this Undertaking or its meaning or construction (a "**Dispute**") then (without prejudice to any provision in this Undertaking which specifies a particular timescale for the resolution or determination of any matter) the parties shall use their reasonable endeavours to resolve the same within 20 Working Days of the Dispute arising.

9.2 Failing the resolution of any such Dispute within the said 20 Working Days or within such other period as may be specified in this Undertaking in relation to the resolution or determination of the matter in question, the Dispute shall be referred for determination in accordance with the provisions of this clause 8 on the reference of any of the parties to the Dispute.

9.3 The Dispute shall be referred to the decision of an independent expert (the "**Expert**") who shall be an independent person of at least ten years' standing in the area of expertise relevant to the Dispute and in the event that the parties are unable to agree whom should be appointed within a period of ten Working Days following a failure of the parties to resolve the Dispute within the period set out in clause 9.1, then any party may request:

- (a) if such Dispute shall relate to matters concerning the construction, interpretation and/or application of this Undertaking, the Chairman of the Bar Council to nominate the Expert;
 - (b) if such Dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the Expert; and
 - (c) in all other cases, the President of the Law Society to nominate the Expert.
- 9.4 If the Dispute shall relate to matters falling within two or more of clauses 9.3(a) to 9.3(c) (inclusive), the parties may agree to appoint joint Experts and in the event that the parties are unable to agree whom should be appointed as joint Experts, the parties may request the President of the Law Society to nominate such persons falling within the descriptions of clauses 9.3(a) to 9.3(c) (inclusive) to act as joint Experts.
- 9.5 The Expert shall act as an expert and not as an arbitrator and the determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the parties) shall be final and binding upon the parties, except in the case of manifest error.
- 9.6 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine, submitted jointly by the parties to the Dispute) subject to an express requirement that he reaches his decision and communicates it to the parties to the Dispute within the minimum practical timescale allowing for the nature and complexity of the Dispute and in any event no later than thirty Working Days from the date of his appointment to act and that he is to have particular regard to the 1990 Act in reaching his decision.
- 9.7 The terms of reference of any Expert appointed to determine a Dispute shall include the following:
- (a) he shall call for representations from all parties with ten Working Days of a reference to him under this Undertaking and shall require the parties to exchange representations within this period;
 - (b) he shall allow the parties ten Working Days from the expiry of the ten Working Days period referred to in clause 9.7(a) to make counter-representations;
 - (c) any representations or counter-representations received out of time shall be disregarded by the Expert;
 - (d) he shall provide the parties with a written decision (including his reasons) within ten Working Days of the last date for receipt of counter-representations;
 - (e) he shall be entitled to call for such independent expert advice as he shall think fit; and
 - (f) his costs and the costs of any independent expert advice called for by the Expert shall be included in his award.
- 9.8 Unless the Expert shall decide otherwise the costs of any reference to the Expert shall be borne equally by the parties to the Dispute.

10. **GOVERNING LAW**

This Undertaking and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Undertaking or its formation (including any

non-contractual disputes or claims) shall be governed and construed in accordance with English law.

11. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is hereby declared that none of the terms of this Undertaking shall be construed as being enforceable by any third party (other than the Council) pursuant to the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS whereof this undertaking has been executed as a deed on the date first above written.

SCHEDULE 1

Site Plan

SCHEDULE 2

Owner's Covenants - Permit Free

The Owner covenants with the Council:

1. Not to apply for a Parking Permit or knowingly suffer or permit any Occupier of a Residential Unit (other than a Blue Badge holder) to apply for a Parking Permit for any CPZ in the Council's area and if such a Parking Permit is issued the Owner covenants on becoming aware of such issue to notify the Council in writing immediately thereafter.
2. That all material utilised for advertising or marketing each and every individual Residential Unit with the Development for letting or sale will make it clear to prospective tenants and Occupiers that no Parking Permit (other than for a Blue Badge holder) will be issued by the Council for any Residential Unit.
3. That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Residential Units, the following covenants will be imposed (or a covenant of substantially the same nature) in respect of any transfer, tenancy agreement, licence or other instrument entitling Occupation of the Residential Unit:

*"the [transferee/lessee] for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the [transferor/lessor] and separately with the Mayor and Burgesses of the London Borough of [] ("the **Council**") that they shall not apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for any resident's parking permit (save for a disabled person's "blue badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in respect of such premises (such parking permit entitling the resident to park within any controlled parking zone that was in force on or before [insert date of S106 Agreement] (being the date of an agreement made pursuant to section 106 of the Town and Country Planning Act 1990 between Old Oak and Park Royal Development Corporation (1) Fairview L&Q Park Royal LLP (2) Guinness Limited (3) and First Central Management Company Limited (4) in respect of a planning permission granted by the OPDC under reference 17/0076/FUMOPDC) and if such a permit is issued then it shall be surrendered within seven days of written request to do so from the Council and this covenant shall also be enforceable by the Council under section 1 of the Contracts (Rights of Third Parties) Act 1999".*

4. Upon receiving written request from the Council, to provide the Council with such evidence as the Council may reasonably require to demonstrate compliance with this schedule.

6. Executed as a Deed by **FAIRVIEW L&Q
PARK ROYAL LLP** acting by

.....
Full Name (Director)

in the presence of:

.....
Full Name (Witness)

.....

.....

.....

Address

.....

Signature of Director

.....

Signature of Witness

Executed as a Deed by **GUINNESS LIMITED** acting
by

.....
Full Name (Director/Attorney)

in the presence of:

.....
Full Name (Witness)

.....

.....

.....

Address

.....

Signature of Director/Attorney

.....

Signature of Witness

Executed as a Deed by **FIRST CENTRAL
MANAGEMENT COMPANY LIMITED** acting by

.....
Full Name (Director/Attorney)

in the presence of:

.....
Full Name (Witness)

.....

.....

.....

Address

.....

Signature of Director/Attorney

.....

Signature of Witness

Executed as a deed by

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION

acting by: DOUGLAS WILSON,



Authorised Signatory

IN THE PRESENCE OF
BEN MARTIN

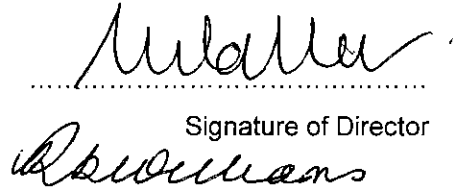


ADDRESS:
169 UNION STREET
LONDON
SE4 0LL.

Executed as a Deed by FAIRVIEW L&Q PARK ROYAL
LLP acting by

MICHAEL WALKER
ROBERT K. WILLIAMS

Full Name (Director)


Signature of Director

in the presence of:

.....
Full Name (Witness)

.....
MARK JACKSON

Address

50 LANCASTER ROAD
ENFIELD
EN2 0BY


Signature of Witness

Executed as a Deed by **GUINNESS LIMITED** acting by

.....
JOHN NICHOLS
.....

Full Name (Director/Attorney)

in the presence of:

.....
JONATHAN GUTTRIDGE
.....

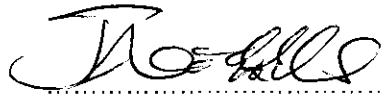
Full Name (Witness)

.....
LAKESIDE DRIVE
.....

.....
LONDON
.....

.....
NW10 7HQ
.....

Address

.....

.....

Signature of Director/Attorney

.....

.....

Signature of Witness

Executed as a Deed by **FIRST CENTRAL
MANAGEMENT COMPANY LIMITED** acting by

.....
A. W. BONDI F.R.I.C.S.
DIRECTOR
.....

Full Name (Director/Attorney)

in the presence of:

.....
MARK JACKSON
.....

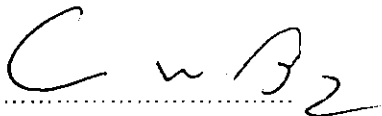
Full Name (Witness)

.....
50 LANCASTER ROAD
.....


.....
ENFIELD
.....

.....
EN2 0BY
.....

Address

.....

.....

Signature of Director/Attorney

.....

.....

Signature of Witness