

DATED 1 APRIL 2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) INNOVATION CITY (LONDON) LIMITED

Planning Obligation by Deed of Agreement under Section 106
of the Town and Country Planning Act 1990

Relating to the redevelopment of the former Main Press Centre,
International Broadcasting Centre and Main Media Reception
Centre at the Queen Elizabeth Olympic Park, Stratford, London

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THIS AGREEMENT is made on

1 APRIL

2014

Parties:

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**); and
- (2) **INNOVATION CITY (LONDON) LIMITED** (Company number 07640912) whose registered office is at 57 Berkeley Square, London W1J 6ER (the **Developer**);

RECITALS

- (A) Pursuant to the London Legacy Development (Planning Functions) Order 2012 the London Legacy Development Corporation exercises the functions of local planning authority for the purposes of Part 3 of the Town and Country Planning Act 1990 (as amended) for the area in which the Development is situated. As local planning authority for such area, the London Legacy Development Corporation is the authority responsible for enforcing the obligations contained in this Deed.
- (B) The London Legacy Development Corporation is also the freehold owner of the land within which the Site is located. Details of the freehold title to the Site are registered at the Land Registry and specified in Schedule 1 to this Deed.
- (C) The Developer benefits from an agreement for lease of the Site and intends to enter into the Supplementary Section 106 Agreement within seven (7) days of the grant of a lease of any part of the Site.
- (D) The International Broadcasting Centre (IBC), Main Press Centre (MPC), Main Media Reception Centre (MMCR) and the Multi Storey Car Park (MSCP) were constructed under outline permission reference 07/90010/OUMODA (the Original Permission) to accommodate media activities for the London 2012 Olympic and Paralympic Games. The permitted uses of the IBC, MPC and MMCR under the Original Permission post the Olympic and Paralympic Games is as office, industrial and warehouse buildings for uses within Class B1a, B1b, B2 and B8.
- (E) The Developer wishes to extend the permitted use of the IBC, MPC and MMCR to include conference space (Class D2) and retail uses (Class A1, A3, A4 and A5) within the MPC, to increase the currently permitted floorspace and to increase the number of car parking spaces within the MSCP.
- (F) The Developer submitted the Applications to the LPA.
- (G) The LPA considers it expedient in the interests of the proper planning of its area and for the benefit of the public at large and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this Deed.
- (H) The Developer is satisfied that the planning obligations contained in this Deed meet the three tests set out in Regulation 122 (2) (a) – (c) of the Community Infrastructure Levy Regulations 2010 (as amended).
- (I) The planning obligations contained in this Deed are intended to be enforceable against all parties to this Deed and against the successors in title to all parties to this Deed by the LPA, other than an individual owner or occupier of an individual Commercial Unit or Education Unit within the Development.
- (J) The LPA has resolved to grant the Planning Permissions pursuant to the Applications subject to the conditions set out in the Planning Permissions and subject to the covenants undertakings and restrictions herein contained.

OPERATIVE PROVISIONS

1 Definitions

1.1 For the purposes of this Deed the following words and expressions have the following meanings:

Act means Town and Country Planning Act 1990;

Activity Monitoring Period means a 12 month period commencing on the first anniversary of Practical Completion of the Development;

Affordable Workspace means units within Use Classes A1, A3, A4, A5, D1 or B1 as identified in the approved Affordable Workspace Strategy offered at 75% of Historic Market Rent and in respect of which there shall be no upward rent review for the first five (5) years and such units to be provided in addition to the Managed Workspace required under this Deed;

Affordable Workspace Marketing Period means a period of not less than 6 (six) months and such period shall not end less than 6 (six) months from the date that the Development is first Occupied;

Affordable Workspace Marketing Report means a report prepared by the Developer setting out:

- a) the lease terms on which the Affordable Workspace has been offered together with:
 - (i) evidence as to how such lease terms compare with market lease terms for equivalent market workspace elsewhere within the London Borough of Hackney using relevant benchmark data; and
 - (ii) a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the Affordable Workspace is to be offered;
- b) the steps (together with evidence) taken to comply with the Developer's obligation in paragraph 2 of Schedule 7 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the Affordable Workspace during the Affordable 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 Affordable Workspace on the lease terms set out in the report;

Affordable Workspace Strategy means a written strategy:

- a) identifying the intended location of a minimum of one thousand (1,000) square metres. of Affordable Workspace within the Site and the unit sizes;
- b) setting out a timetable for the marketing and occupation of such Affordable Workspace;
- c) explaining how such workspace is designed to meet the needs of commercial undertakings;

- d) indicating the proposed lease terms and the proposed levels of rent to ensure that the Affordable Work Space remains affordable for businesses together with an explanation of how those terms and rent compare with the lease terms and rent for equivalent commercial space elsewhere within the Host Boroughs; and

which is to be approved by the LPA in writing prior to the marketing of the Affordable Work Space and as may be varied from time to time with the written approval of the LPA;

Application 1 means the application for full planning permission for the modification and changes of use of the IBC (including retention of the Gantry on Waterden Road) to provide flexible business/studio floorspace (Class B1), data centre (Class B8), education space (Class D1); creation of new floorspace in the Gantry for flexible uses (Classes B1/A1, A3, A4, A5); creation of mezzanines (Classes B1 and B8); retention of the Main Media Conference Room (MMCR) to provide a conference space (Class D2); retention of bridge structures; external alterations to the buildings; use of up to 307 spaces in the Multi-Storey Car Park (MSCP) to serve the IBC and MMCR; cycle parking; landscape and public realm; use of central open space, including events; pedestrian and vehicular access; servicing; minor highway works within the application boundary; installation of plant and equipment; and associated works submitted to the LPA and given reference number 13/00534/FUM;

Application 2 means an application to discharge Condition LTD.8, pursuant to the Facility and Legacy Transformation planning permission (ref. 07/90010/OUMODA) to confirm use of the MPC for business floorspace (Class B1), to enable the building's early occupation submitted to the LPA and given reference number 13/00535/AOD;

Application 3 means the application for full planning permission for the modification of the MPC comprising: external alterations to the building; introduction of retail canopies; changes of use of parts of the building for use classes B1(a), B1(b), B1(c), B2 or B8 to conference space (Class D2) and of retail uses (Class A1, A3, A4, A5); servicing, pedestrian and vehicular access; and associated works submitted to the LPA and given reference number 13/00536/COU;

Application 4 means an application to use up to 182 car spaces in the MSCP in connection with business use of the Main Press Centre submitted to the LPA and given reference number 13/00537/FUL;

Applications mean together Application 1, Application 2, Application 3 and Application 4 and **Application** shall mean any one of such Applications as the context requires;

BT means British Telecommunications PLC (company no. 01800000) and whose registered office is at 81 Newgate Street, London EC1A 7AJ;

Blue Badge Holder means a person who holds a badge under the Blue Badge Scheme operated in the United Kingdom which allows those with severe mobility problems to park close to where they need to go;

CAA 2001 means the Capital Allowances Act 2001;

Car Club means a commercially run scheme for sharing private car facilities made available to occupiers of the buildings comprised within the Development and residents and occupiers of the business premises within the vicinity of the Development;

Car Parking Spaces means car parking spaces provided in the MSCP pursuant to the Planning Permissions excluding any such car parking spaces reserved exclusively for a Car Club or Blue Badge Holders;

Commencement means the carrying out of a material operation or any material change of use as defined in section 56(4) of the Act and "**Commence**" and "**Commenced**" shall be construed accordingly, but for the purposes of this Deed only shall not include works of internal strip out and demolition works, construction of boundary fencing or hoardings or construction compounds, construction of temporary highway accesses, site clearance or site investigations or occupation and use of the IBC by BT;

Commercial Floorspace means floorspace comprised within the Development which benefits from permitted use within classes A and B of the Town and Country Planning (use Classes Order) 1987 (as amended);

Commercial Floorspace Framework Travel Plan means the travel plan relating to the Occupation of Commercial Floorspace within the Site which is prepared in accordance with the TfL Travel Planning Guidance November 2013 or such replacement or updated guidance promulgated from time to time by TfL or any successor to TfL's statutory functions and is to be approved in writing by the LPA before such Commercial Floorspace Travel Plan is implemented;

Commercial Units means the units permitted to be constructed as part of the Development comprising Commercial Floorspace;

Construction Employment and Skills Strategy means the strategy which is to be adopted by the Developer where it is the employer and which the Developer is to use Reasonable Endeavours to have its contractors and their sub-contractors adopt aimed at securing at least the Employment and Skills targets set out in Schedule 8 for the construction phase of the Development and which may include:

- a) pathways for residents from the London Borough of Hackney and the other Host Boroughs to secure employment, apprenticeships, work placement and training during the construction phase of the Development;
- b) arrangements to ensure close partnership working between the Developer, its partners and contractors, the Host Borough Local Labour Schemes and the Construction Operations Group (so long as the Construction Operations Group exists);
- c) approaches to raising awareness of opportunities and the proactive recruitment of Local Residents from the area of the London Borough of Hackney and the other Host Boroughs, including advanced notice of upcoming and expected vacancies, details of skills requirements, advertising all vacancies in Local Labour Schemes and job centres in each of the Host Boroughs, ring-fencing of opportunities and guaranteed interviews for Local Residents;
- d) initiatives and measures to provide employment and skills advice and programmes to assist Local Residents to gain employment in jobs related to the Development through partnerships with the Host Borough Local Labour Schemes;
- e) details of arrangements for interview feedback following interviews with any people put forward by Local Labour Schemes so that staff can address any skills/experience shortages that have been identified.

Construction Industry Joint Council Working Rule Agreement means the Working Rule Agreement for the construction industry published by the Construction Industry Joint Council on 1 May 2013 and any update thereto and which includes minimum pay rates for operatives employed in the building and civil engineering industry;

Construction Operations Group means the group established by LLDC to bring together strategic partners to steer resources, training and employment provision to meet the labour requirements coming forward from the transformation of Queen Elizabeth Olympic Park with an appropriately skilled local workforce, therefore delivering local socio-economic benefits;

Cycle Hire Docking Station Contribution means a capped sum of two hundred thousand pounds (£200,000), one hundred and fifty thousand pounds of which is paid towards the supply and installation of the cycle hire docking equipment, and fifty thousand of which (£50,000) is paid towards any remaining capital costs and the maintenance and management of cycle hire docking equipment and towards the management of the cycle hire scheme promoted by Transport for London in relation to the Cycle Hire Docking Station Site(s) secured under this Deed;

Cycle Hire Docking Station Site(s) means the two separate sites each capable of accommodating up to twenty-five Transport for London cycle hire docking stations as shown coloured yellow on drawing number 3538_116 attached at Appendix 1 and where the context allows either one of them;

Cycle Parking Strategy means a strategy identifying:

- a) the proposed location within the Development of the Cycle Hub;
- b) the proposed location within the Site for at least seven hundred and seventy-two (772) cycle parking spaces of which:
 - o at least six-hundred and seventeen (617) spaces will be provided within the first year of Occupation comprising at least:
 - three hundred and sixty eight (368) secure bicycle parking facilities which are not in the public realm of which; and
 - one hundred and eighty five (185) bicycles parking facilities located in the public realm of which at least sixty (60) will be secure parking facilities
 - o the location of safeguarded land within the public realm capable of accommodating bicycle parking facilities for a further one hundred and fifty-five (155) bicycles;
- c) of the cycle parking spaces to be provided within the public realm (including those to be provided within the first year of Occupation), at least one hundred and forty (140) shall be provided as secure spaces;
- d) showering facilities per building;
- e) the timetable for the provision of the secure and public realm bicycle parking identified at (b) above together with the maintenance arrangements for such facilities; and
- f) the monitoring arrangements and appropriate trigger(s) to enable the need for additional bicycle parking to be identified and additional bicycle parking to be delivered. For the avoidance of doubt this may comprise annual reports to the Tenant's Action Group to enable them to call for additional (secure and public) cycle parking;

Cycle Hub means serviced commercial floorspace within the Development of at least fifty (50) square meters which is appropriate for use as a cycle repair facility with ancillary retail and which shall provide cycle repair advice and maintenance for occupiers and visitors to the Development. Such unit shall be identified in the Cycle Parking Strategy;

Deed means this Deed made pursuant to section 106 of the Act and all other enabling powers;

Development means the development of the Site or any part thereof and all other operations, works or material change of use authorised on the Site by the Planning Permissions;

Education Facilities Travel Plan means the Travel Plan for Educational Floorspace within the Site prepared in accordance with the TfL Travel Planning Guidance November 2013 or such replacement or updated guidance promulgated from time to time by TfL or any successor to TfL's statutory functions and is to be approved in writing by the LPA before such Education Facilities Travel Plan is implemented;

Education Floorspace means floorspace comprised within the Development which benefits from permitted use within class D1 of the Town and Country Planning (use Classes Order) 1987 (as amended);

Education Unit means the units permitted to be constructed as part of the Development comprising Education Floorspace;

Financial Contributions means the financial contributions specified in Paragraphs 1 and 2 of Schedule 2 to this Deed and "Financial Contribution" shall be construed accordingly;

Fully Serviced means in relation to a unit of Managed Workspace at least that the unit is secure, fully decorated, appropriately furnished for commercial tenants, serviced with fast Broadband and telephone connections, provided with appropriate kitchen and toilet facilities, with access to a manned reception, post handling and photocopying facilities and cleaned on a daily basis;

GLA means the Greater London Authority and its successors in function;

Hackney Wick Station Contribution means a sum of one million pounds £1,000,000 as a contribution towards upgrade works to Hackney Wick Station including access improvements (including lighting lifts signage and ramps and associated ticket hall improvements) and disability and discrimination compliance works;

Historic Market Rent means in relation to the Affordable Workspace, the average Market Rent for equivalent commercially run commercial floorspace within the London Borough of Hackney for the twelve month period immediately preceding the date on which the relevant Affordable Workspace Marketing Report is submitted;

Host Boroughs means together the London Borough of Hackney, London Borough of Newham, London Borough of Tower Hamlets and London Borough of Waltham Forest and their respective successors in function;

Host Borough Community Groups means community groups which operate in the Host Boroughs or any one of them;

IBC means the International Broadcast Centre constructed under outline permission reference 07/90010/OUMODA;

IBC Car Parking Spaces means two hundred and twenty seven (227) of the three hundred and seven (307) car parking spaces provide within the MSCP pursuant to Application 1 to serve the IBC and the MMCR;

Index means the Building Costs Index as published by the Department for Business Innovations and Skills and includes any indices published by the above organisations (or any successors to their respective functions) which replaces such

index;

Indicative Activities means the making, displaying or marketing of products made by occupiers as described at Section 6.4.1 of the Design and Access Statement which accompanied the Applications the relevant extract of which is annexed to this Deed at Appendix 4;

Indicative Tenant Drawings means the drawings annexed to this Deed at Appendix 5;

Initial Modal Split Baseline means the split of modes of travel to and from the Site by employees at and visitors to the Development predicted in the transport assessment which accompanied the Applications of:

- (a) public transport – 60%;
- (b) Car, taxi, motorcycle – 23%; and
- (c) Walking and cycling – 17%;

Interest means interest at 2 (two) per cent above the base lending rate of a clearing bank from time to time to be approved by the LPA;

iTrace means the Transport for London travel plan management software which is used to facilitate a strategic approach to the management of sustainable travel by collecting a range of site-specific and personal travel survey data;

LCSCPG means the Legacy Communities Scheme Careers Programme Group established by the London Legacy Development Corporation pursuant to obligations under Schedule 9 of the section 106 agreement dated 28 September 2012 between the Olympic Delivery Authority, the London Legacy Development Corporation and Transport for London in connection with the grant of permission reference 11/90621/OUTODA so long as the group remains in existence;

Legacy Careers Project means the project aimed at inspiring extraordinary careers at the Queen Elizabeth Olympic Park and the surrounding areas details of which are appended to this Deed at Appendix 6;

Legacy Communities Scheme Careers Programme Group means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;

LLDC means the London Legacy Development Corporation in its role as developer;

Local Labour Schemes means each and every of the following schemes:-

1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group;
2. in the London Borough of Hackney – the scheme known as "Ways into Work";
3. in the London Borough of Newham – the scheme known as "Workplace";
4. in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";

5. in the London Borough of Waltham Forest – the scheme known as "Worknet";

Local Pedestrian and Cycle Route Contribution means a total sum of one hundred and nineteen thousand pounds (£119,000) to be applied towards improving access and wayfinding to the Site by foot and by bicycle as follows:

1. towards signing, lining, surfacing and general improvements to the Lea Interchange and Ruckholt Road including alternative routes
2. towards signage, lighting and surfacing improvements on the towpath under the A106 Eastway bridge;
3. general wayfinding on the route from Hackney Wick to the Development via the H10 Bridge; and
4. such other measures to improve access or wayfinding to the Site by foot and bicycle as may be agreed between the parties;

Local Resident means a person whose primary residence is in a Host Borough;

London Living Wage means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA;

Managed Workspace means units within Use Classes A1, A3, A4, A5, D1 or B1 as identified in the approved Managed Workspace Strategy. Such units shall be:

- a) Fully Serviced;
- b) of a size or sizes which are appropriate for small or start-up commercial undertakings; 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;

Managed Workspace Marketing Period means a period of not less than 6 (six) months and such period shall not end less than 6 (six) months following the date which the Development is first Occupied;

Managed Workspace Marketing Report means a report prepared by the Developer or (where the Managed Workspace is let to an operator of managed workspace) the operator of the Managed Workspace setting out:

- a) the lease terms on which the Managed Workspace has been offered to a Managed Workspace Operator together with:
 - i) evidence as to how such lease terms compare with market lease terms for Managed Workspace elsewhere within the Host Boroughs using relevant benchmark data; and
 - ii) a reasoned explanation and justification as to how such lease terms are, in the opinion of the Developer, reasonable lease terms on which the Managed Workspace is to be offered;
- b) the steps (together with evidence) taken to comply with the Developer's obligation in Paragraph 2 of Schedule 7 to use Reasonable Endeavours to enter into an agreement for lease or grant a lease of the Managed Workspace during the Managed 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 Managed Workspace on the lease terms set out in the report;

Managed Workspace Strategy means a written strategy:

- a) identifying the intended location of a minimum of one thousand (1,000) square metres of Managed Work Space within the Site together with unit sizes;
- b) setting out a timetable for the marketing and occupation of such Managed Workspace;
- c) explaining how such workspace is designed to meet the needs of start-up technology and other commercial undertakings;
- d) indicating the proposed lease terms and the proposed levels of rent (excluding any service charge payable) of the Managed Workspace together with an explanation of how those terms compare with the lease terms for comparable commercially run Fully Serviced managed workspace elsewhere within the Host Boroughs; and

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

Market Rent means a rent (excluding service charge) as assessed by a member or fellow of the Royal Institution of Chartered Surveyors being a chartered valuation surveyor appointed by the Developer owing a duty of care to the LPA and acting in an independent capacity in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institution of Chartered Surveyors Valuation – Professional Standards (the Red Book) March 2012 as may be updated from time to time;

MMCR means the Main Media Conference Room as constructed pursuant to planning permission reference 01/09534/AODODA;

MMCR Car Parking Spaces means eighty (80) of the three hundred and seven (307) car parking spaces provide within the MSCP pursuant to Application 1 to serve the IBC and the MMCR;

MMCR Community Use Strategy means a strategy for marketing the MMCR facilities to and promoting their use by community groups from the Host Boroughs, such strategy to include:

- a) principles for the promoting the use of the MMCR by Host Borough Community Groups for ten (10) community promoted events each calendar year provided that in calculating the number of community promoted events where an individual event is held on more than one day each day the event is held will count as a separate event;
- b) principles of how and when (including principles for the hours of use) the MMCR Facilities will be made available to Host Borough Community Groups;
- c) a complete schedule of costs to be levied for such uses and an explanation of how such costs shall be kept to the minimum necessary so as to facilitate such community use;
- d) the number of car parking spaces within the MCSP which shall be made available to attendees of and participants in any event promoted by a

Host Borough Community Group at the MMCR together with the number of such spaces to be made available at nil rental cost;

- e) all other terms under which use by Host Borough Community Groups will be governed;

Monitoring Period means a period ending ten (10) years following the date on which fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development is first Occupied;

Monitoring Report means a report prepared in accordance with the monitoring and review arrangements set out in the approved Educational Facilities Travel Plan or the Commercial Floorspace Framework Travel Plan (as appropriate) and the measures to be included in each Monitoring Report will include:

- a) the amount (in square meters) of Commercial Floorspace which is Occupied at the date the report is prepared;
- b) measures introduced and actions taken to promote the Travel Plans;
- c) details of the frequency and intensity of use of both the secure cycle parking spaces and those provided within the public realm by employees at and visitors to the Development together with details of any inadequacy of such provision;
- d) details of average annual occupancy rates of the Car Parking Spaces;
- e) details of trip generation rates;
- f) details of mode share and changes in mode share over time; and
- g) details of the extent to which the Travel Plans have achieved their targets and objectives within the preceding twelve months; and
- h) (where the objectives and/or targets specified in either or both travel plan(s) have not been met during the period covered by the Monitoring Report), details of enhanced and/or additional measures to bridge any shortfall in achieving the objectives and targets of the approved Travel Plan(s) together with a timetable for implementing such measures;
- i) If the triggers for installing additional cycle parking within the safeguarded areas identified in the Cycle Parking Strategy have been met, details of how that additional cycle parking has been provided;

and the information contained in the Monitoring Reports must be sufficient for the purposes of establishing when the average trips to and from the Development by car, taxi and motorcycle exceed the Initial Modal Split Baseline for that means of transport in any period of eighteen (18) consecutive months;

MPC means the main press centre as constructed pursuant to outline permission reference 07/90010/OUMODA;

MPC Car Parking Spaces means the one hundred and eighty-two (182) car parking spaces provided within the MSCP pursuant to Application 4;

MPC Retail Units means the units situated on the ground floor of the MPC and which are shown coloured pink on the Indicative Tenant Drawings and which are to be used for uses within Class A1, A3, A4 & A5 of the Town and Country Planning (use Classes Order) 1987 (as amended);

MSCP means the multi-storey car park as constructed pursuant to outline permission reference 07/90010/OUMODA;

National Multiple Retailer means retailers which operate from multiple retail units under common control and ownership spread widely over England and which have a strong corporate identity;

Occupation means Occupation for the purposes permitted by the Planning Permission(s) but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations or occupation of the IBC or use of the MSCP by BT;

Occupation Phase Employment and Skills Strategy means a strategy (the detail of which is appropriate to the day on which it is produced) which is to be adopted by the Developer where it is the employer and which the Developer will use Reasonable Endeavours to have Tenants sign up to aimed at securing at least the Employment and Skills targets set out in Schedule 8 for the occupation phase of the Development which may include:

- a) details of initial, future and ongoing skills, needs and expected job vacancies at the Development;
- b) pathways for residents from the London Borough of Hackney and the other Host Boroughs to secure employment, apprenticeships, work placement and training during the Occupation of the Development;
- c) arrangements to ensure close partnership working between the Developer, its partners, tenants and contractors, Hackney Ways into Work and the other Host Borough Local Labour Schemes and the LCSCPG;
- d) approaches to raising awareness of opportunities and the proactive recruitment of Local Residents from the area of the London Borough of Hackney and the other Host Boroughs, including advanced notice of upcoming and expected vacancies, details of skills requirements, advertising all vacancies in Local Labour Schemes and job centres in each of the Host Boroughs, ring-fencing of opportunities and guaranteed interviews for Local Residents;
- e) initiatives and measures to provide employment and skills advice and programmes to assist Local Residents to gain employment in jobs related to the Development through partnerships with the Host Borough Local Labour Schemes;
- f) details of arrangements for interview feedback following interviews with any people put forward by Local Labour Schemes so that staff can address any skills/experience shortages that have been identified;
- g) strategies to encourage Tenants to participate in education partnerships within the Host Boroughs to provide young people in the Host Boroughs through visits to support the national curriculum, work experience placements and access to relevant events at the Development;
- h) regular monitoring and review mechanisms, through the OPSS Monitoring Report to establish progress in achieving and improving on the Employment and Skills targets set out in this Deed;

Original 106 Agreement means the agreement made under section 106 of the Act between (1) the Olympic Delivery Authority, (2) London Development Agency dated 28th September 2007 and related to outline planning permissions reference

07/90010/OUMODA and 0790011/FUMODA and any supplemental agreements or variations thereto;

OPESS Monitoring Report means a report prepared by the Developer and submitted to the LPA in accordance with the monitoring and review arrangements set out in Schedule 8 of this Deed;

Original Planning Conditions means any planning conditions in relation to the planning permissions and reserved matters approvals granted in respect of the IBC, MPC or the MMCR prior to the date of this Deed including those granted pursuant to application references 07/90010/OUMODA, 10/09534/AODAA, and 09/90059/REMODA;

Parties means the parties to this Deed and the word "Party" shall mean any one of them;

Permissive Paths means those paths which are shown by broken blue lines on drawing number 1458_DWG_SK_152D contained at Appendix 1;

Permitted Closures means temporary closure of any Permissive Path and/or area of Publicly Accessible Open Space (or part thereof) in the following circumstances:

- a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety including as a consequence of the holding of events on the open areas of the Development;
- b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, alteration or resurfacing works of the area of the Permissive Path and/or Publicly Accessible Open Space in question or any building or land abutting the Permission Path and/or Publicly Accessible Open Space;
- c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained;

PROVIDED THAT save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence;

Planning Permission means any one of the planning permissions subject to conditions granted pursuant to one of the Applications and Planning Permissions shall mean all such planning permissions;

PP and PAOS Management Plan means a scheme identifying the location and specification of the proposed Publicly Accessible Open Space (including all associated street furniture, lighting, security equipment and drainage) and setting out a strategy for the management and maintenance (including where appropriate repair and renewal) of such Publicly Accessible Open Space and the Permissive Paths;

Publicly Accessible Open Space means areas of coherent open space on the Site which are accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping but excludes the footprint of any building that is not ancillary to the enjoyment of that open space as shown coloured pink on drawing number 3538_118 annexed at Appendix 1;

Public Realm Review means an architectural review of the Public Realm Review

Areas as laid out on Practical Completion of the Development to establish whether the implemented design and surface treatment provides an appropriate setting and function for the activity actually undertaken on the Public Realm Review Areas and where the conclusion of that review is that the design or surface treatment of the public realm in the Yard does not provide an appropriate setting or function the review will make recommendations for changes to the public realm which could be accommodated to provide an appropriate setting and function;

Public Realm Review Areas means those areas of the public realm that are covered with concrete hard standing shown coloured pink on drawing number 3538_117 annexed at Appendix 1;

Practical Completion means the issue of a certificate of practical completion by a suitably qualified architect or engineer as the case may be and the expressions "Complete" "Completion" and "Completed" shall be construed accordingly;

Reasonable Endeavours means that it is agreed by the Parties that the Party under such an obligation will not thereby 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 the Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);

Release Date means the tenth (10th) anniversary of the date of this Deed;

Serviced means in relation to a Cycle Hire Docking Station Site, that substructure at the site and underground ducts to the site have been provided from a location to be approved within the Site by Transport for London to the Cycle Hire Docking Station Site(s) of such specification as is sufficient to accommodate any power supply and communications infrastructure and substructure reasonably necessary to enable the cycle hire docking facilities to be installed and operated. The substructure and ducting shall be to a specification approved by TfL and shall not be covered over until it has been approved by TfL in writing and 'Service' shall be construed accordingly;

Site means the whole of the land to which the Planning Permissions relates as the same is shown edged red on the drawing 1458_DWG_PL001 PL5 annexed at Appendix 1 and ownership details of which are set out in Schedule 1;

Strategic Overview means the document appended to this Deed at Appendix 7 which sets out the Developer's vision for the Development;

Supplemental Section 106 Agreement means an agreement substantially in the form set out in Appendix 3 to this Deed;

Tenants Action Group means the group established by the Developer pursuant to the obligations in Schedule 8 of this Deed to be known by this or such other appropriate name;

Tenants mean tenants and sub-tenants of individual units at the Development occupying one thousand (1,000) square metres of floorspace or more;

TfL means Transport for London and includes any successor in function to Transport for London;

Travel Plan means as the context allows, either or both the Education Facilities Travel Plan and the Commercial Floorspace Framework Travel Plan and 'Travel Plans' shall be construed accordingly.

Travel Plan Co-ordinator means the person appointed by the Developer who shall be responsible for securing implementation of the Travel Plans and the day-to-day management steps identified within the Travel Plans so as to secure the aims and objectives of such Travel Plans;

Travel Plan Sub-Coordinators means a person appointed by the Occupier of any facility within the Development employing more than twenty (20) people or with a

floorspace of more than two thousand and five-hundred (2,500) square metres;

Travel Plan Working Group means a group chaired by the Travel Plan Co-ordinator and including each Travel Plan Sub-Coordinator. The group shall work to promote implement and monitor the operation and effectiveness of the Travel Plans in securing the objectives and targets set out therein;

TRAVL means a multi-modal trip generation database designed specifically for use in London;

Trip Mitigation Sum means the sum of five hundred thousand pounds (£500,000) less any sum up to a maximum of £250,000 paid as a contribution or spent on works in either case agreed with the LPA pursuant to Paragraph 22.1 of Schedule 3;

Vehicle Monitoring System means a system for monitoring trips by cars, taxis and motorcycles to and from the Site details of which shall be either set out in the approved Education Facilities Travel Plan and the approved Commercial Floorspace Travel Plan or otherwise agreed with the LPA;

Ways into Work Officer means a person employed by the London Borough of Hackney whose role is to work with the Developer, its recruitment partners, contractors and tenants to help secure employment, apprenticeships, work placement and training opportunities for Local Residents at the Development;

Working Day means Monday to Friday inclusive but excluding days which are public holidays.

2 Construction of this Deed

2.1 In this Deed:

2.1.1 unless otherwise indicated reference to any:

- (a) clause, schedule or appendix is to a clause of, schedule to or appendix to this Deed;
- (b) paragraph is to a paragraph of a schedule to this Deed;
- (c) reference within a schedule to a paragraph is to a paragraph of that Schedule;
- (d) part is to a part of a schedule to this Deed;
- (e) table is to a table of a schedule to this Deed;
- (f) recital is to a recital to this Deed; and
- (g) plan, is to a plan annexed to this Deed;

2.1.2 references to any statute or statutory provision include references to:

- (a) all Acts of Parliament and all other legislation having the same legal effect in the United Kingdom as enacted at the date of this Deed;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;

- 2.1.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of the Deed to which they relate;
 - 2.1.4 any notice, notification, consent, approval, Deed, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made or confirmed in writing;
 - 2.1.5 references to the Site include any part of it;
 - 2.1.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include successors to such function;
 - 2.1.7 references to any other party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party;
 - 2.1.8 "including" means "including without limitation";
 - 2.1.9 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
 - 2.1.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
 - 2.1.11 any obligation, covenant, undertaking or Deed by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or Deed not to permit or allow the doing of that act or thing;
 - 2.1.12 save where expressly stated to the contrary, where in this Deed there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party.
- 2.2 The Interpretation Act 1978 shall apply to this Deed.
- 2.3 This Deed includes the Schedules, Recitals and Appendices to this Deed.

3 **Legal basis**

- 3.1 This Deed is made under section 106 of the Act and under section 201 of the Localism Act 2011.
- 3.2 The covenants, restrictions and requirements imposed on the Developer under this Deed create planning obligations pursuant to and for the purposes of section 106 of the Act so as to bind each of their interests as set out in Schedule 1 and are enforceable by the LPA as local planning authority against the Developer.

4 **Conditionality**

- 4.1 Save where expressly provided for in this Deed, this Deed is conditional upon and shall not take effect until the Planning Permissions have been granted.

5 The Developer's covenants with the LPA

5.1 The Developer covenants with the LPA:

5.1.1 as set out in Schedules 2 to 10;

5.1.2 not to encumber or otherwise deal with their 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 Provided That for the avoidance of doubt this clause does not prevent any disposal or dealing by the grant of a sub-lease or otherwise of the Developer's interest in the Site or from developing the Site in accordance with a planning permission (other than the Planning Permissions) obtained; and

5.1.3 within five (5) working days of the occurrence of the following dates to notify the LPA of:

(a) actual Commencement of Development;

(b) Occupation of each of the IBC, MPC and MMCR in accordance with the relevant Planning Permission.

6 Developer's Covenant on acquisition of a legal interest in the Site

6.1 Within seven (7) working days of the Developer acquiring a freehold or leasehold interest in all or any part of the Site it shall:

(a) notify the LPA of such transaction;

(b) enter into the Supplemental Section 106 Agreement for the purposes of ensuring that the obligations, covenants and undertakings in this Deed shall be binding on any such acquired interest; and

(c) deliver the completed Supplemental Section 106 Agreement to the LPA.

6.2 The Developer shall not Commence nor Occupy nor allow any other party to Commence or Occupy any part of the Development before it has performed the requirements of Clause 6.1 of this Deed

7 Undertaking not to enforce certain terms of the Original 106 Agreement

7.1 From the date of completion and delivery of this Deed, the LPA shall not enforce the terms of the Original 106 Agreement or the Original Planning Conditions in respect of the Site.

8 Financial Contributions and Indexation

8.1 Where, pursuant to this Deed, a payment or Financial Contribution is to be made, such payment or Financial Contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Deed.

8.2 All payments or Financial Contributions to be paid pursuant to this Deed will be increased by reference to the amount of the quarterly increase in the Index from the date of this Deed until the date such sums are paid.

8.3 Where any sum or value is referred to in this Deed (but is not the subject of a

payment) such sum or value shall be increased by the increase of the Index from the date of this Deed until the date the sum or value falls to be considered or applied.

- 8.4 All payments or Financial Contributions to be paid pursuant to this Deed shall be made on the dates provided in this Deed and if paid late shall be paid with interest accrued calculated from the date such payments or Financial Contributions were due to the date of the actual payment at 2% above the base rate of a clearing bank to be approved in writing by the LPA. Clause 8.6 shall not apply to any interest so accrued.
- 8.5 The Developer acknowledges that the LPA will be entitled to treat any interest accrued on any payment or Financial Contribution made pursuant to this Deed as if it were part of the principal sum.
- 8.6 Following receipt of any payments or Financial Contribution from the Developer pursuant to any obligations contained in this Deed, the LPA covenants and undertakes to apply such payments or Financial Contributions only for the purposes specified in this Deed provided that for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Developer.
- 8.7 The LPA shall use Reasonable Endeavours to retain such documents as to evidence of expenditure and the items on which the payments or Financial Contributions made under this Deed have been spent and following a written request from the Developer to provide to the Developer such retained documents, information and assistance as may reasonably be required by the Developer to enable the Developer to prepare and substantiate its claim for capital allowances under Part 11 of the CAA2001 in respect of the payments or Financial Contributions made under this Deed.
- 8.8 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the Financial Contribution pursuant to this Deed any sums from such payment or Financial Contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment.
- 8.9 If the LPA shall pay any monies paid by the Developer under this Deed to any third party or body (other than any employee of the LPA or supplier or contractor to the LPA) they shall use reasonable endeavours to obtain obligations from such person or body that:
- 8.9.1 the person or body will only use or expend such money for the purposes specified in this Deed or for which such money was paid;
- 8.9.2 the person or body will refund any unspent money to the LPA together with any unspent interest accrued on it if it is not spent within the periods specified in Clause 8.8 of this Deed;
- 8.9.3 to secure the provision of direct covenants in favour of the Developer that the person or body will comply with Clause 8.7.
- 8.10 Where sums have been paid to the LPA and the LPA has thereafter paid those sums to a third party then the LPA's obligation to repay any such sums pursuant to Clause 8.8 shall be conditional upon the repayment of any such sums by such third party to the LPA and the LPA shall not be obliged to repay such sums until such time as the sums have been repaid by such third party.

9 Notices

- 9.1 Any notice or other written communication to be served or given under the terms of this Deed 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:

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

9.2 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:-

LPA:

Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

with a copy to:
Head of Development Management
London Legacy Development Corporation – Planning Policy and Decisions Team
Level 10
1 Stratford Place
Montfichet Road
London E20 1EJ

Developer:

Gavin Poole
Innovation City (London) Limited
57 Berkeley Square,
London W1J 6ER

Or such other person or address as the Developer may notify the LPA in writing.

10 Satisfaction of any of the provisions of this Deed

10.1 Where in the opinion of any Party any obligation, covenant, undertaking or other provision on the part of the Parties contained in this Deed has been satisfied wholly or in part, any of the Parties shall be entitled to apply to the LPA for a notification to that effect.

10.2 Where all of the obligations, covenants, undertakings and other provisions contained in this Deed have been satisfied wholly the LPA shall request that the London Borough of Newham, the London Borough of Hackney and the London Borough of Tower Hamlets (and in each case their respective statutory successors in function) to remove the entry in their respective Local Land Charges Register relating to this Deed.

11 Verification and Enforcement

11.1 The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon at reasonable times and upon reasonable prior notice for the purpose of verifying

whether or not the obligations contained in this Deed are being performed and complied with PROVIDED THAT the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

12 **No Waiver**

12.1 The Parties acknowledge that no waiver (whether expressed or implied) by the LPA of any breach or default by any Party in performing or complying with any of the obligations, covenants or undertakings contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by any Party.

13 **Duty to act Reasonably and in Good Faith**

13.1 The Parties agree to act reasonably and in good faith in the fulfilment of this Deed and where any approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction is required to be given or reached or taken by any party or any response is requested any such approval, consent, certificate, direction, authority, agreement, action or expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed; and

13.2 Where the Developer submits under this Deed any strategy, plan, document or other details for approval the LPA shall be deemed to have approved the same unless details of any amendments or further information required is requested within 60 days of receipt of the relevant strategy, plan, document or other details, unless such strategy, plan, document or other details is called-in for consideration by the members of the LPA in which case any approval or details of any amendments required by the LPA shall be provided within 5 days of the relevant members committee meeting.

14 **Contracts (Rights of Third Parties) Act 1999**

14.1 The Parties to this Deed do not intend that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed and for the avoidance of doubt the terms of this Deed may be varied by agreement between the Parties without the consent of any third party being required in accordance with the provisions of section 106A of the Act.

15 **Change in Ownership**

15.1 The Developer will give the LPA immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED that disposals of individual units at the Development to individual occupiers of such units do not need to be notified.

16 **The LPA'S Legal and Other Costs**

16.1 The Developer agrees to pay the LPA's reasonable costs incurred in negotiating and approving this Deed (inclusive of any such reasonable costs incurred by external lawyers and other consultants appointed by the LPA in relation to the negotiation and completion of this Deed) on completion of this Deed.

17 **VAT**

17.1 If VAT becomes payable on payments made under this Deed that VAT will be

additional to the sums required provided that the payor will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

18 Miscellaneous

- 18.1 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 18.2 Other than where expressly stated within this Deed nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 18.3 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Deed after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 18.4 No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 18.5 This Deed shall not be enforceable against individual owners, individual occupiers or individual lessees in each case of individual Commercial Units or individual Education Units within the Development
- 18.6 This Deed and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically in respect of land to which a Planning Permission relates if (and from the date that) such Planning Permission lapses without the Development envisaged by such Planning Permission being Commenced or if such Planning Permission is otherwise revoked, withdrawn or (without the consent of the Owner) modified.
- 18.7 Other than the Planning Permissions nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 18.8 Where this Deed imposes an obligation, that obligation shall be enforceable against any Developer that takes any steps or allows any steps to be taken which triggers such obligation in respect of their land.

19 Dispute Resolution

- 19.1 One party may by serving notice on all the other parties (the "**Notice**") refer a dispute relating to the Developer's performance of its obligations under Schedules 3 (Transport), 4 (Public Realm Delivering the Vision), 7 (Affordable Workspace Strategy) and 6 (Managed Workspace Strategy) to an expert for determination.
- 19.2 The Notice must specify:
- 19.2.1 The nature, basis and brief description of the dispute;
 - 19.2.2 The Clause or paragraph of the relevant Schedule in relation to which the dispute has arisen; and
 - 19.2.3 The identity of the proposed expert.

- 19.3 In the event that the Parties are unable to agree whom should be appointed as the expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 19.7 provides otherwise) to nominate the expert.
- 19.4 The expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 19.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 19.6 The expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 19.7 Where the Parties are unable to agree whom should be appointed as the expert, either Party may request that:
- (a) in the case of disputes under Schedules 7 (Affordable Workspace) and 6 (Managed Workspace) the President of the Royal Institution of Chartered Surveyors nominate the expert at their joint expense.
 - (b) in the case of disputes under Schedule 3 (Transport) the President of the Chartered Institution of Highways and Transportation nominate the expert at their joint expense.

20 **Jurisdiction and Legal Effect**

- 20.1 This Deed shall be governed by and interpreted in accordance with the law of England.
- 20.2 The provisions of this Deed (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Deed has been dated.

21 **Execution**

- 21.1 The Parties have executed this Deed as a deed and it is delivered on the date set out at the front of this Deed.
- 21.2 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts and each counterpart shall constitute an original of this Agreement but together the counterparts shall constitute one document.

SCHEDULE 1– TITLE

The Freehold of the Site is owned by the London Legacy Development Corporation registered at the Land Registry (with other land) under title numbers EGL533902 and EGL533901.

The Developer has the benefit of an agreement for lease in respect of the Site dated 29 January 2013 and a lease dated 19 February 2013 in relation to part ground floor and part upper floor and mezzanine floor in the IBC.

SCHEDULE 2 – GENERAL PLANNING OBLIGATIONS

Transport Contributions

- 1 No Development shall be Occupied before the Developer has paid to the LPA the following contributions:
 - 1.1.1 the Hackney Wick Station Contribution; and
 - 1.1.2 the Local Pedestrian and Cycle Route Contribution.
- 2 Following first Occupation of the Development and within twenty-eight (28) days of
 - 2.1.1 the date of the written notice served by the LPA or TfL under Paragraph 7 of Schedule 3 requiring the transfer of either or both of the Cycle Hire Docking Station Site(s) the Developer shall pay seventy-five percent of the Cycle Hire Docking Station Contribution to the LPA or as directed by the LPA;
 - 2.1.2 the date of written notification of completion of the installation of cycle hire docking facilities on any Cycle Hire Docking Station Site(s) the Developer shall pay the remaining twenty-five percent of the Cycle Hire Docking Station Contribution to the LPA or as directed by the LPA.

Monitoring

- 3 No Development shall Commence before the Developer has paid a sum of ten thousand pounds (£10,000) to be applied by the LPA towards the LPA's costs incurred in monitoring the Developer's compliance with this undertaking.

SCHEDULE 3 – TRANSPORT

Cycling

- 1 No part of the IBC or MPC and MMCR shall be Occupied before the Cycle Parking Strategy has been submitted to and approved in writing by the LPA unless otherwise agreed in writing by the LPA.
- 2 No part of the IBC or MPC and MMCR shall be Occupied before the approved Cycle Parking Strategy as applicable to the relevant building(s) in accordance with the requirements set out in the table below has been implemented. The facilities provided pursuant to the Cycle Parking Strategy shall thereafter be retained in accordance with the approved Cycle Parking Strategy unless otherwise agreed in writing by the LPA.

	Secure Parking	Cycle	Public Realm Cycle Parking	Safeguarded secure and public realm Cycle Parking Sites
IBC	210		144	155
MPC and MMCR	158		41	
Spaces to be allocated in the Cycle Parking Strategy		64		
Total	772			

- 3 The Developer shall use Reasonable Endeavours to secure on commercial terms an operator of the Cycle Hub (unless otherwise agreed with the LPA in writing) within two years of the date of first Occupation of the Development.
- 4 Where an operator for the Cycle Hub is secured in accordance with Paragraph 3 of this Schedule the Cycle Hub shall not be used other than for the repair and retail of bicycles for a period of 5 years commencing from commencement of the use unless otherwise agreed by the LPA in writing.

Cycle Hire Docking Station

- 5 Subject to Paragraphs 6 and 8 of this Schedule and up to the Release Date the Developer shall keep the Cycle Hire Docking Station Site(s) free from built development or other structures other than any development to provide or associated with cycle hire docking facilities by TfL or any agent of TfL.
- 6 The Developer shall at its own expense landscape the Cycle Hire Docking Station Site(s) in accordance with the landscaping proposals in the relevant Application and shall maintain such landscaping pending any transfer of a Cycle Hire Docking Station Site to TfL or at the LPA's direction.
- 7 If before the Release Date (but not before first Occupation of The Development) the Developer receives written notice from the LPA or TfL requesting the grant of an interest in the Cycle Hire Docking Station Site(s) the Developer shall offer to grant an

interest at the direction of the LPA or TfL and at a peppercorn such interests in and rights over the Cycle Hire Docking Station Site(s) together with any reasonably necessary rights over the unbuilt parts of the Site which are required for the installation and use by the public of such site as a cycle hire docking station provided that such interest shall provide a right for the Developer to relocate the cycle hire docking station at the Developer's cost and with the written consent of the LPA in the event of future redevelopment of the Site.

8 If before the Release Date, TfL confirm in writing that a Cycle Hire Docking Station Site(s) will not be required, the obligations in Paragraphs 5, 6, 7, and 9 of this Schedule in relation to such site(s) shall be absolutely discharged.

9 The Developer shall Service the Cycle Hire Docking Station Site(s) before the grant of any interest in the Cycle Hire Docking Station Site(s) made pursuant to Paragraph 7 of this Schedule

Transport and Travel Plans

10 No part of the Development shall be Occupied before:

10.1 the Travel Plan Co-ordinator has been appointed and their name, address, telephone number and email address notified to the LPA; and

10.2 subject to the obtaining of all necessary consents and the co-operation and (where required) the assistance or delivery by the highway authority the approved Vehicle Monitoring System has been implemented and is operating to the satisfaction of the LPA.

11 No part of the Education Floorspace shall be Occupied before the Education Facilities Travel Plan has been submitted to and approved in writing by the LPA and any measures applicable to the relevant Education Floorspace which are stipulated to be implementable prior to Occupation have been implemented.

12 No part of the Commercial Floorspace shall be Occupied before the Commercial Facilities Travel Plan has been submitted to and approved in writing by the LPA and any measures applicable to the relevant Commercial Floorspace which are stipulated to be implementable prior to Occupation have been implemented.

13 From Occupation of the Education Floorspace to use Reasonable Endeavours to procure:

13.1 implementation and/or execution of the Educational Facilities Travel Plan with any amendments thereto adopted in a Monitoring Report approved pursuant to this Schedule;

13.2 the appointment of a Travel Plan sub-coordinator for each separate education institution employing more than twenty people operating from the Development and that their name(s), address(es), telephone number(s) and email address(es) notified to the LPA and the Travel Plan coordinator.

14 From Occupation of the Commercial Floorspace:

14.1 where the Developer is in Occupation of any of the Commercial Floorspace to undertake the implementation and/or execution of the Commercial Floorspace Facilities Travel Plan in relation to such floorspace together with any amendments thereto adopted in a Monitoring Report approved pursuant to this Schedule; and

14.2 in the case of Commercial Floorspace where the Developer is not in occupation to use Reasonable Endeavours to procure that each tenant (including BT) of any commercial unit in the Development with floorspace of two-thousand and five

hundred (2,500) square metres or more executes the Commercial Floorspace Facilities Travel Plan in relation to operation of their unit together with any amendments thereto adopted in a Monitoring Report approved pursuant to this Schedule

- 15 No unit of Commercial Floorspace of or exceeding two thousand five hundred (2,500) square metres shall be Occupied before a Commercial Floorspace Framework Travel Plan sub-coordinator for such unit has been appointed and their name, address, telephone number and email address notified to the LPA and the Travel Plan Co-ordinator;
- 16 The Developer shall use Reasonable Endeavours to include provisions in any lease or licence of any part of the Development requiring any occupier of such part of the Development to comply with the provisions of the Commercial Framework Travel Plan or the Educational Facilities Travel Plan (as relevant) as approved by the LPA and with any amendments thereto proposed in a Monitoring Report approved pursuant to this Schedule.

Monitoring Reports

- 17 The Developer shall submit the Monitoring Reports to the LPA for its written approval as follows:
- a) a full report to be submitted on the date 2 years following the date of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development and thereafter on the second, fourth, sixth, eighth and tenth anniversary of such date;
 - b) in the case of each twelve (12) month period following the date of first Occupation of the Development until the date of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development of an interim report; and
 - c) in the case of the first anniversary of the date of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of Commercial Floorspace within the Development, an interim report.

- 18 The results of the monitoring carried out pursuant to the Educational Facilities Framework Travel Plan or the Commercial Floorspace Framework Travel Plan shall be iTrace and TRAVL compliant or compliant with such other subsequent or replacement best practice guidance as shall apply at the date that the monitoring and review is carried out

- 19 Within 20 working days of the date of a written refusal (including reasons) by the LPA to approve any Monitoring Report submitted under this Schedule, the Developer shall amend and resubmit the refused Monitoring Report for the LPA's written approval. In amending the Monitoring Report, the Developer shall explain how the resubmitted report takes account of the LPA's reasons for refusal.

Travel Plan Measures

- 20 Each Travel Plan shall:

- 20.1 include full details of:

- (a) a system to monitor trips by cars, taxis and motorcycles to and from the Site together with details of any monitoring equipment;
- (b) a system for monitoring the modal share of trips to and from the Development;

- (c) a system to monitor the frequency and intensity of the use of the Car Parking Spaces;
- (d) a system to monitor the frequency and intensity of the use of the Cycle Parking Spaces so as to assess on an annual basis the demand within the Development for secure and public space cycle parking by both employees and visitors to the Development;
- (e) how the system will be maintained;
- (f) details of what level of information will be included in full reports and what level of information will be included in interim reports;
- (g) how the data will be collected for the applicable Monitoring Report;
- (h) how the results will be reported to the LPA; and
- (i) how the use of sustainable means of transport (other than cars, taxis and motor cycles) to and from the Site by staff and visitors will be monitored;

20.2 Include:

- 20.2.1 Details of the Initial Modal Split Baseline;
- 20.2.2 subsequent targets to progressively reduce the number of trips to and from the Site by car, taxi and motorcycle from the Initial Mode Split Baseline figure of 23% to at least 20% during the Monitoring Period;
- 20.2.3 identify appropriate measures to encourage and increase sustainable modes of travel to and from the Development so as to exceed the figures in the Initial Modal Split Baseline for public transport, walking and cycling; and
- 20.2.4 appropriate triggers and a timetable for installing additional cycle parking facilities within the safeguarded land identified in the approved Cycle Parking Strategy so as to meet any demand for secure or public cycle parking spaces (as appropriate) which is not met by those already provided.

21 The measures identified under Paragraph 20.2.3 of this Schedule may include but are not restricted to:

- 21.1 publicity about public transport;
- 21.2 measures to encourage behavioural change;
- 21.3 the provision of physical infrastructure including but not limited to additional secure cycle parking;
- 21.4 the introduction of or increase in any charges for car parking within the MSCP or the introduction of restrictions on parking within the MSCP;
- 21.5 legal or other arrangements entered into between the Developer and any provider of public transport facilities to improve accessibility to the Development by public transport.

Transport Mitigation Measures

- 22 If the average trips to and from the Development by car, taxi and motorcycle as recorded by the monitoring arrangements set out in the approved Travel Plans exceed the Initial Modal Split Baseline for that means of transport in any period of eighteen (18) consecutive months during the Monitoring Period, the Developer shall:
- 22.1 agree with the LPA measures additional to any measures set out in an approved Travel Plan or Monitoring Report to reduce the number of trips to and from the Development by car and taxi below the Initial Modal Split Baseline. Such measures may include but shall not be limited to:
- (a) the provision of or contributions towards the delivery of physical infrastructure designed to reduce reliance on cars; and/or
 - (b) the introduction of or increase in any charges for car parking within the MSCP or the introduction of further restrictions on parking within the MSCP; and/or
 - (c) legal or other arrangements entered into between the Developer and any provider of public transport facilities to improve accessibility to the Development by public transport;
- provided that the cost of works under (c) above to the Developer or the amount of any contribution made under (a) above shall not exceed two hundred and fifty thousand pounds (£250,000) and where the works or measures are within the Developer's control the Developer shall use Reasonable Endeavours to complete the works or measures within eighteen (18) months of the identified works or measures being agreed by the LPA;
- 22.2 provide a full Monitoring Report for each 12 month period during the Monitoring Period following the agreement of the additional measures proposed pursuant to paragraph 22.1 provided that this obligation shall cease if two consecutive full Monitoring Reports provided pursuant to this paragraph demonstrate that the average trips to and from the Development by car, taxi and motorcycle measured over a period of twelve (12) consecutive months remain below or at the Initial Modal Split Baseline or on payment of the Trip Mitigation Sum whichever is the earlier;
- 22.3 if after implementation of the measures agreed pursuant to paragraph 22.1 (which where physical measures or increased services are to be provided means after completion or the bringing in of those measures) the average trips to and from the Development by car, taxi and motorcycle as recorded by the monitoring arrangements set out in the approved Travel Plans over a consecutive period of twelve (12) months during the Monitoring Period exceed the Initial Modal Split Baseline for that means of transport, then the Developer shall pay the Trip Mitigation Sum as a one-off payment to the LPA within twenty-eight (28) days of a demand notice from the LPA.
- 23 The LPA shall spend any Trip Mitigation Sum paid pursuant to this Schedule on improved sustainable transport measures for the benefit of the Development and the LPA shall use Reasonable Endeavours to agree such spending with the Developer.

Car Parking

- 24 Unless otherwise agreed by the LPA the IBC Car Parking Spaces, the MPC Car Parking Spaces and the MMCR Car Parking Spaces shall not be used before:

- 24.1 ten per cent (10%) of each of them have been fitted out with active electric vehicle charging points; and
- 24.2 a further ten per cent (10%) of each of them have been serviced with such electricity connections and other services as are required to install and operate electric vehicle charging points and the technical specification of such electric vehicle charging points has been approved in writing by the LPA.
- 25 For the avoidance of doubt, the requirements of Paragraphs 24.1 and 24.2 of this Schedule shall apply only to the number of IBC Car Parking Spaces, MPC Car Parking Spaces and MMCR Car Parking Spaces as are actually available from time to time for use by occupiers of the Development and each ten per cent (10%) is by reference to the two hundred and sixty-nine (269) additional spaces which are being permitted pursuant to the Permissions and shall be subject to the freeholder owner of the MSCP providing their consent to the installation of the electric vehicle charging points.
- 26 If any Monitoring Report submitted following the fifth anniversary of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of the Commercial Floorspace shows that a proportion of the Car Parking Spaces provided pursuant to the Planning Permissions are used on less than twenty-five per cent (25%) of the working days during the year to which the Monitoring Report relates, such proportion of car parking spaces shall be taken permanently out of use for occupiers of the Development PROVIDED THAT the number of Car Parking Spaces available for occupiers of the Development shall not be required to be less than four hundred and forty (440) (including spaces for Blue Badge Holders) and for the avoidance of doubt, the requirements of this paragraph shall apply only to the number of IBC Car Parking Spaces, MPC Car Parking Spaces and MMCR Car Parking Spaces as are actually available from time to time for use by occupiers of the Development
- 27 On the tenth anniversary of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of the Commercial Floorspace of the Development, forty-nine (49) of the Car Parking Spaces (not including any spaces reserved for Blue Badge Holders or for any Car Club) shall be taken out of service PROVIDED THAT the number of car parking spaces within the Development which are available for occupiers of the Development shall not be required to be less than four hundred and forty (440) (including spaces for Blue Badge Holders).
- 28 On the fifteenth anniversary of first Occupation of fifty-five thousand and sixty-nine (55,069) square metres of the Commercial Floorspace within the Development a further sixty-nine (69) Car Parking Spaces (not including any spaces reserved for Blue Badge Holders or for any Car Club) shall be taken out of service PROVIDED THAT the number of car parking spaces within the Development which are available for occupiers of the Development shall not be required to be less than three hundred and seventy-one (371) (including spaces for Blue Badge Holders).

SCHEDULE 4 – PUBLIC REALM – DELIVERING THE VISION

- 1 Unless consent has been obtained for a non-concrete treatment of the Public Realm Review Areas (in which case such alternative treatment shall be implemented by the Developer within three calendar months of such approval or such longer period as may be agreed with the LPA) the Developer shall monitor the number of days on which the Public Realm Review Areas are meaningfully used for the Indicative Activities during the Activity Monitoring Period and shall submit the results of the monitoring to the LPA.
- 2 Where the monitoring referred to in Paragraph 1 of this Schedule indicates that the Public Realm Review Areas have not been meaningfully used for the Indicative Activities for at least seventy-five (75) days during the Activity Monitoring Period the Developer shall:
 - 2.1 undertake the Public Realm Review;
 - 2.2 submit the Public Realm Review to the LPA for its written approval within six (6) months of the Public Realm Review being triggered and;
 - 2.3 use Reasonable Endeavours to secure the LPA's written approval of any design or surface treatments of the Public Realm Review Areas proposed in the Public Realm Review.
- 3 Where the Public Realm Review concludes that the design or surface treatment of the Public Realm Review Areas does not provide an appropriate setting or function given the actual activity to which the Public Realm Review Areas are being put to, the Developer shall (subject to obtaining any statutory consents required to implement a revised surface treatment) implement the design or surface treatment of the Public Realm Review Area as approved in writing by the LPA within twelve (12) months of the later of the dates of such written approval by the LPA or any necessary statutory consents being obtained.
- 4 Prior to and during the period of twelve (12) months from Practical Completion of the MPC Retail Units the Developer shall use reasonable endeavours to market the MPC Retail Units and one thousand two hundred and fifty (1,250) square metres of any Class A1 retail units brought forward in the IBC to retailers who are not a National Multiple Retailer in accordance with the Strategic Overview with the aim of achieving the indicative tenant mould for the MPC as shown on the Indicative Tenant Drawings.

SCHEDULE 5 – COMMUNITY USES

- 1 No part of the Development shall be Occupied before the Developer has submitted the MMCR Community Use Strategy to the LPA and obtained its written approval thereof. Following its approval pursuant to this Schedule, the MMCR shall be Occupied in accordance with the approved MMCR Community Use Strategy unless otherwise agreed in writing with the LPA.
- 2 The Developer shall use its Reasonable Endeavours to ensure that any lease of the MMCR includes an obligation requiring the tenant of the MMCR to comply with the terms of this Schedule.
- 3 In each calendar year from first Occupation of the MMCR until the fifth anniversary of the first Occupation of the MMCR, the Developer shall make the MMCR available and procure that the MMCR is made available in accordance with the approved MMCR Community Use Marketing Strategy for at least ten (10) events promoted by local community groups provided that in calculating the number of events where an event is held on more than one day each day that the event is held shall constitute a separate event. Use of the MMCR for at least three such events shall be offered without any facility venue hire charge.

SCHEDULE 6 – MANAGED WORKSPACE

- 1 Not later than the date being six (6) months from the date of first Occupation of the Commercial Floorspace to submit the Managed Workspace Strategy for approval in writing by the LPA.
- 2 The Developer shall:
 - (1) only market the Managed Workspace in accordance with the approved Managed Workspace Strategy; and
 - (2) where an agreement for lease or a lease for the Managed Workspace has been completed or granted (as applicable) during the Managed Workspace Marketing Period the Developer 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 Managed Workspace shall only be occupied in accordance with the approved Managed Workspace Strategy.
- 3 Where an agreement for lease or a lease for the Managed Workspace (or any part) has not been completed or granted (as applicable) within the Managed Workspace Marketing Period the Developer shall submit the Managed Workspace Marketing Report to the LPA for approval; and:
 - 3.1 If the LPA does not approve in writing the Managed Workspace Marketing Report (acting reasonably) or it is not approved following reference to Dispute Resolution, the Developer shall continue to market the unlet Managed Workspace for a further period of six (6) months and the provisions of Paragraphs 2 and 3 shall re-apply;
 - 3.2 Where the LPA has approved in writing the Managed Workspace Marketing Report (or it has been approved by Dispute Resolution) and at the date of approval no offer substantially in accordance with the terms set out in the approved Managed Workspace Strategy has been received the Developer shall not be required to provide the unlet Managed Workspace as part of the Development.
- 4 Unless otherwise agreed in writing with the LPA, every tenth (10th) year from first Occupation of the Managed Workspace as Managed Workspace the Developer shall submit to and secure the LPA's written approval (not to be unreasonably withheld or delayed) of a review of how effectively the Managed Workspace is used (having regard to the aims of the Managed Workspace Strategy). Such review can recommend continuation of the current letting arrangements or appropriate alternative arrangements aimed at achieving the objectives of the Managed Workspace Strategy as is appropriate for the date at which the review is prepared. Any recommendations in the report will be implemented from the date of their written approval by the LPA.

SCHEDULE 7 – AFFORDABLE WORKSPACE

- 1 Not later than the date being six (6) months from the date of first Occupation of the Commercial Floorspace to submit the Affordable Workspace Strategy to the LPA for approval.
- 2 The Developer shall:
 - (a) only market the Affordable Workspace in accordance with the approved Affordable Workspace Strategy; and
 - (b) where an agreement for lease or a lease for the Affordable Workspace has been completed or granted (as applicable) during the Affordable Workspace Marketing Period the Developer shall thereafter use Reasonable Endeavours (including where appropriate repeating the marketing arrangement set out in this Schedule to secure subsequent tenants) to procure that the Affordable Workspace shall only be occupied in accordance with the approved Affordable Workspace Strategy;
- 3 Where an agreement for lease or a lease for the Affordable Workspace (or any part) has not been completed or granted (as applicable) within the Affordable Workspace Marketing Period the Developer shall submit the Affordable Workspace Marketing Report to the LPA for approval;
- 4 If the LPA does not approve in writing the Affordable Workspace Marketing Report (acting reasonably) or it is not approved following reference to Dispute Resolution, the Developer shall continue to market the unlet Affordable Workspace for a further period of six (6) months and the provisions of Paragraphs 2 and 3 shall re-apply;
- 5 Where the LPA has approved in writing the Affordable Workspace Marketing Report (or it has been approved by Dispute Resolution) and at the date of approval no offer substantially in accordance with the terms set out in the approved Affordable Workspace Strategy has been received the Developer shall not be required to provide the Affordable Workspace as part of the Development.
- 6 Unless otherwise agreed in writing with the LPA, every tenth (10th) year from first Occupation of the Affordable Workspace as Affordable Workspace the Developer shall submit to and secure the LPA's written approval (not to be unreasonably withheld or delayed) of a review of how effectively the Affordable Workspace is Occupied (having regard to the aims of the Affordable Workspace Strategy). Such review can recommend continuation of the current letting arrangements or appropriate alternative arrangements aimed at achieving the objectives of the Affordable Workspace Strategy as is appropriate for the date at which the review is prepared. Any recommendations in the report will be implemented from the date of their written approval by the LPA.

SCHEDULE 8 – EMPLOYMENT AND SKILLS

1 Employment and skills targets

1.1 The Developer shall use Reasonable Endeavours to, and shall require that its contractors (in respect of construction vacancies and jobs) and Tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to:-

1.1.1 ensure the recruitment of Local Residents account for at least twenty-five per cent (25%) of the construction jobs arising from the Development and twenty-five per cent (25%) of end use jobs in all categories of use granted permission pursuant to the Planning Permissions;

1.1.2 promote and encourage the payment of all employees employed at the Development in both construction and end-use jobs at least at the London Living Wage or in relation to construction jobs pay rates set by the Construction Industry Joint Council Working Rule Agreement (if higher);

1.1.3 provide work-based training opportunities, including apprenticeship opportunities, at the Development for five per cent (5%) of the construction workforce over the duration of the construction period, as well as five per cent (5%) of the end-use workforce and of those at least fifty per cent (50%) shall be offered to a Local Resident; and

1.1.4 to participate in and support the Legacy Careers Project so long as such project exists;

to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

2 Employment and skills strategy: Construction Phase

2.1 Prior to Commencement the Developer shall submit the Construction Employment and Skills Strategy to the LPA and to the Constructions Operation Group for comment; and

2.2 The Developer shall no later than Commencement carry out the construction phase of the Development in accordance with such approved Construction Employment and Skills Strategy.

3 Employment and skill strategy: Occupation Phase

3.1 The Development shall not be Occupied:

3.1.1 before the Developer has submitted the Occupation Phase Employment and Skills Strategy to the LCSCPG for its written comment together with a copy of the same to the LPA; and

3.1.2 before the LPA has approved the Occupation Phase Employment and Skills Strategy in writing.

3.2 The Developer shall review and if necessary (as agreed by the Tenants Action Group) refresh the Occupation Phase Employment and Skills Strategy for each subsequent twelve (12) month period that the Development is Occupied and where it is refreshed submit it as part of its OPESS Monitoring Report to the LPA for its written approval.

3.3 Where the Developer is an occupier of the Development the Developer shall comply with the most recently approved Occupation Phase Employment and Skills Strategy which is approved in accordance with this Schedule.

3.4 The Developer shall use Reasonable Endeavours to include provisions in any lease or licence of any part of the Development requiring any Tenant of such part of the Development to comply with the Occupation Phase Employment and Skills Strategy together with any amendments proposed in any OPESS Monitoring Report approved pursuant to this Schedule.

4 **Ways into Work Officer**

4.1 The Developer shall provide appropriate desk space and facilities within its management suite within the Development for the Ways into Work officer and shall use Reasonable Endeavours to support that officer's activities as they relate to the Development.

5 **Education Partnerships**

5.1 From the date that the Development is first Occupied the Developer shall encourage all Tenants to participate at least in the education partnerships within the Host Boroughs described in the approved Occupation Phase Education and Skills Strategy (as amended pursuant to any approved OPESS Monitoring Report).

6 **Tenants Action Group**

6.1 From the date of first Occupation the Developer shall establish a Tenants Action Group by:

6.1.1 Nominating a member of the Developer to be a Tenants Action Group member who shall also act as chair of Tenants Action Group; and

6.1.2 Inviting each of the following organisations to nominate one representative (and one alternate in the event that the member if unable to attend) to be a Tenants Action Group member:

(a) A member of the LPA's team responsible for regeneration;

(b) The London Borough of Hackney;

(c) BT; and

(d) each Tenant upon the grant of their respective lease.

6.2 Following the establishment of the Tenants Action Group in accordance with this Schedule the Developer shall:

6.2.1 convene meetings of Tenants Action Group at least three times a year or at such intervals as the Tenants Action Group shall agree provided that the Tenants Action Group shall not meet less than twice every year unless otherwise agreed by the LPA. The first such meeting shall be convened during the next academic term after the establishment of Tenants Action Group; and

6.2.2 be responsible for the costs of convening meetings of Tenants Action Group, making available accommodation for meetings of Tenants Action Group and all other reasonable administrative expenses properly incurred in relation to Tenants Action Group;

- 6.3 The Tenants Action Group shall be responsible for:
- 6.3.1 designing and delivering each Employment and Skills Strategy after the initial Employment and Skills Strategy prepared by the Developer;
 - 6.3.2 scoping the events to be held at the Development;
 - 6.3.3 working with the Developer, its partners, the LLDC and the Ways into Work Officer to realise and monitor the delivery of the ambitions of the Occupation Phase Employment and Skills Strategy;
 - 6.3.4 identifying opportunities to engage with businesses in the Host Boroughs to promote and match procurement and supply chain opportunities at the Development; and
 - 6.3.5 keeping under review the need for a workplace Nursery, and where it is decided that there is sufficient demand for a workplace nursery, agreeing a timetable (subject to securing any necessary planning consent) for the delivery of such; and

shall act as the forum where support from tenants towards the education and skills programme working with the Host Boroughs is be fostered.

7 Social Charter

- 7.1 Within six (6) months of the Developer acquiring a freehold or leasehold interest in the Site the Developer shall produce a charter for social responsibility for Tenants and shall supply a copy of the same to the LPA for comment.
- 7.2 Following the production of the charter for social responsibility referred to in Paragraph 7.1 amended so as to take into account any written comments on it made by the LPA, include it in the information packs provided to prospective tenants of the Development and use Reasonable Endeavours to encourage tenants of the Development to operate in accordance with such social charter.

8 Monitoring and Review

- 8.1 For a period of ten (10) years from the date that the Developer acquires a freehold or leasehold interest in the Site the Developer will itself (if in occupation of the Development) and will encouraging each Tenant (including using Reasonable Endeavours to include the obligations in this paragraph in any lease or licence of any part of the Development where appropriate) to complete an annual demographic socio-economic survey of Tenants within the Development to include (if required):
 - (a) employee and visitor transport habits;
 - (b) social, economic and demographic information on employees including but not limited to age, gender, ethnicity, disability, place and length of residency in the relevant Host Borough (if relevant);
 - (c) payment of the London Living Wage;
 - (d) previous employment status of employees;
 - (e) training/skills gained by employees including the completion of any apprenticeship skills courses or vocational qualifications;
 - (f) types of jobs e.g. full time, part time, professional, entry level;

- (g) details relating to sub-contracts including, but not limited to, the value of contracts let to business in the Host Boroughs, and to small and medium sized enterprises;

in each case in respect of employees engaged wholly at the Development and subject to any legislative or regulatory restrictions on the disclosure of such data and information.

- 8.2 The Developer will procure that an appropriate representative attends a regular monitoring forum to be established for the Queen Elizabeth Olympic Park (provided such attendance will not be required more than once a quarter).
- 8.3 For the period of no more than ten (10) years from the date of first Occupation the Developer working with the Tenants Action Group will submit a draft OPESS Monitoring Report to the LCSPG and the LPA every 12 months. The first such report will be submitted no later than 31 March following the first anniversary of first Occupation of the Development.
- 8.4 In respect of each twelve (12) month period to which an OPESS Monitoring Report relates, each report shall contain the details of:
 - (a) the progress and success in meeting or exceeding the Employment and Skills targets set out in Paragraph 1 of this Schedule;
 - (b) the progress and success in implementing the Occupation Phase Employment and Skills Strategy;
 - (c) any updates and/or revisions to the Occupation Phase Employment and Skills Strategy which the Tenants Action Group consider will support or help exceed the local employment, and skills targets and activities set out in this Deed.

SCHEDULE 9 – SUSTAINABILITY

1 **CO2 emission reductions**

- 1.1 The Developer shall use Reasonable Endeavours to achieve a BREEAM rating of Excellent in relation to each of the IBC, MPC and MMCR (or the equivalent level of any subsequently adopted national standard for sustainable design and construction) whilst acknowledging the constraints of these existing buildings and that the data centre use within the Development shall be assessed against the 2010 BREEAM Data Centre Criteria.

2 **Potable Water Supply**

- 2.1 The Developer covenants to use Reasonable Endeavours to incorporate into the Development measures to reduce potable water use including (but not limited to) rainwater harvesting, grey water recycling and local sewage treatment taking into account the feasibility (both financially and technically) of such alternative measures.
- 2.2 No later than Commencement of the Development in relation to each of the IBC, MPC and MMCR the Developer shall submit to the LPA and thereafter secure the LPA's written approval of a statement setting out in relation to each part of the Site the steps the Developer will take to comply with the obligation in Paragraph 2.1 of this Schedule and the Development shall thereafter be carried out in accordance with such approved statement.

3 **Reduction of energy demand**

- 3.1 The Developer will:
- 3.1.1 install in the Development low-energy lighting which is automatically controlled to avoid unnecessary use;
 - 3.1.2 use Reasonable Endeavours to encourage all occupiers of the Development to reduce their energy usage which shall include (without limitation) dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods.

SCHEDULE 10 – PUBLICLY ACCESSIBLE SPACE

- 1 Before Occupation of the Development the Developer shall:
 - 1.1 submit to the LPA and secure its written approval of the PP and PAOS Management Plan;
 - 1.2 permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Permissive Paths and Publicly Accessible Open Space at all times free of charge SUBJECT TO:
 - 1.2.1 Permitted Closures; and
 - 1.2.2 any lawful requirements of the police or any other competent authority.
 - 1.3 The Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Permissive Paths and Publicly Accessible Open Space.
 - 1.4 The Developer shall, at its own expense, manage and maintain the Permissive Paths and Publicly Accessible Open Space for the life of the Development in accordance with the PP and PAOS Management Plan as approved by the LPA.

EXECUTED as a deed by affixing the)
Common Seal of **LONDON LEGACY**)
DEVELOPMENT CORPORATION)
in the presence of : -)




.....
Authorised Signatory

SIGNED AS A DEED by **INNOVATION**)
CITY (LONDON) LIMITED acting by)
)
)
Director

in the presence of:

Name of witness:

Signature of witness:

Address:

Occupation:

APPENDIX 1 – PLANS AND DRAWINGS

Copyright Hawkins Brown Architects LLP
 This drawing is prepared by the architect.
 It is intended to provide a visual representation of the proposed development.
 It is not intended to be used for any other purpose.
 It is not intended to be used for any other purpose.
 It is not intended to be used for any other purpose.

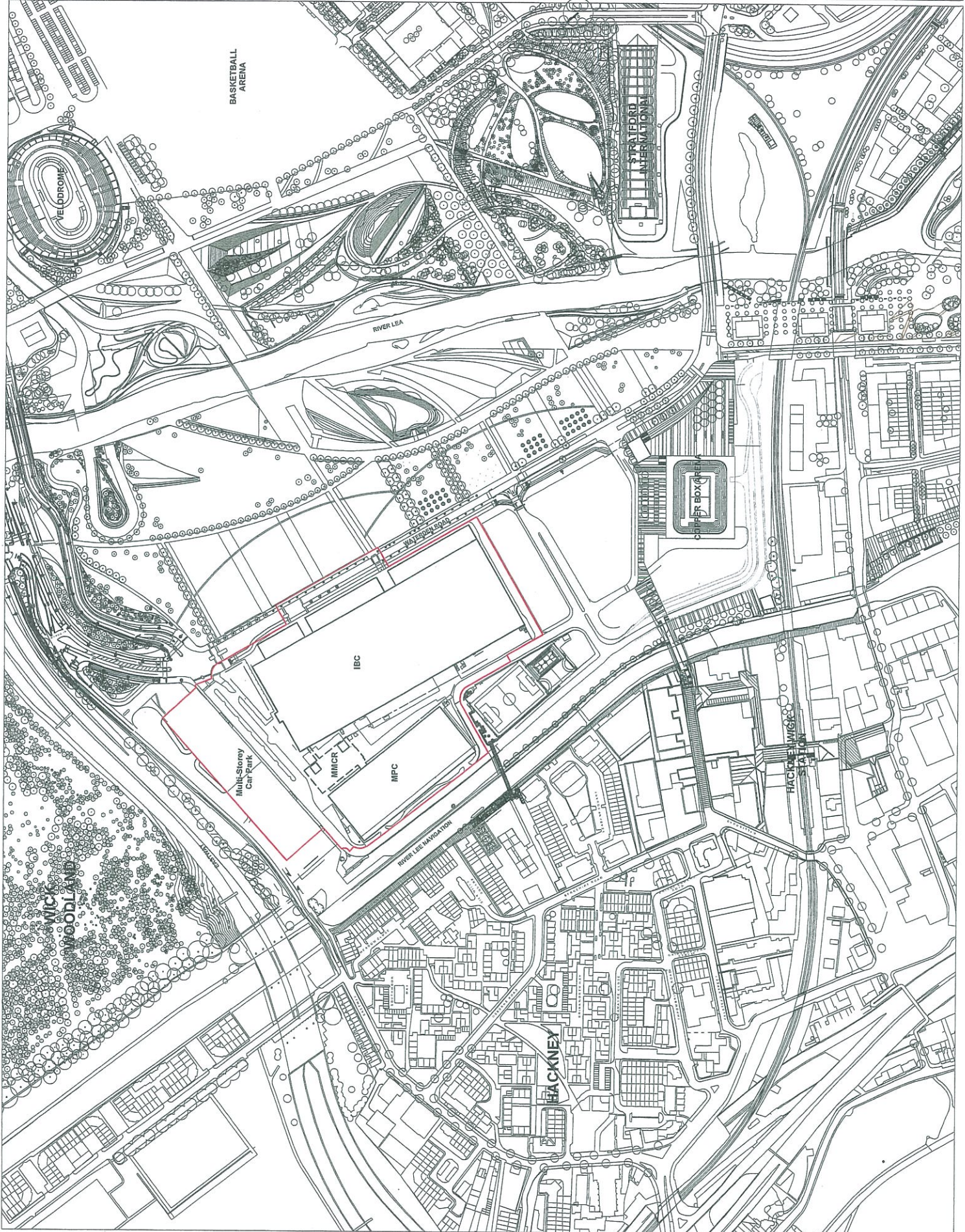
11/2013

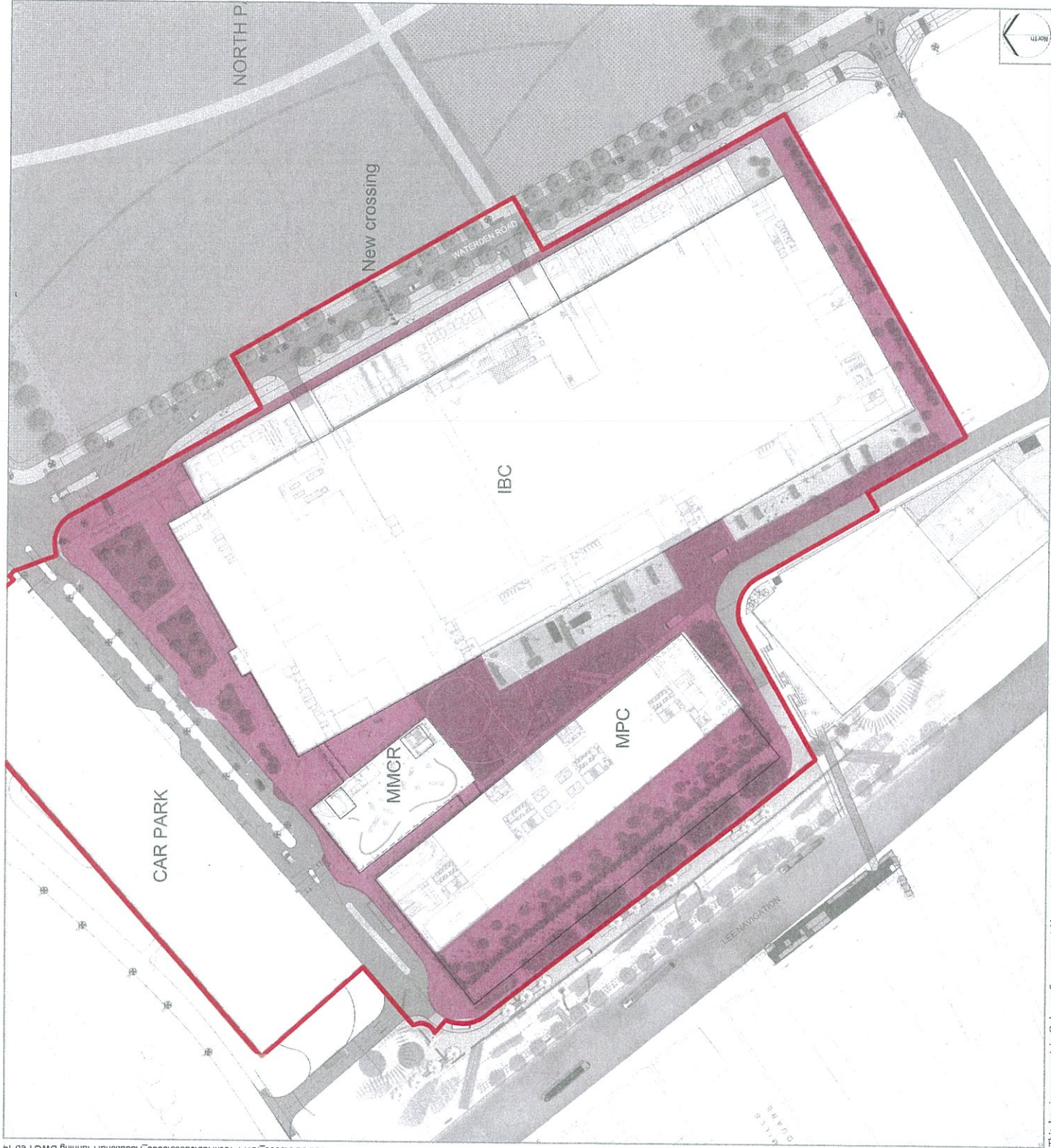
Key
 Application A Site Boundary



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 Cambridge MA 02142
 617 252 8000
 www.hawkinsbrown.com

Project	CITY
Drawing	Site Plan
Date	Sept 2013
Scale	1:250 @ A0
Drawn by	AC
Checked by	NG
Job Number	HB1458
Status	Planning
Drawing No. & Revision	1458_DWG_PL_001 PL5





REV.	DESCRIPTION	SL	DATE
A	Amended Publicly Open Space Area and Title Block	21/02/14	APP. DATE

LDÄ DESIGN

PROJECT TITLE
ICITY

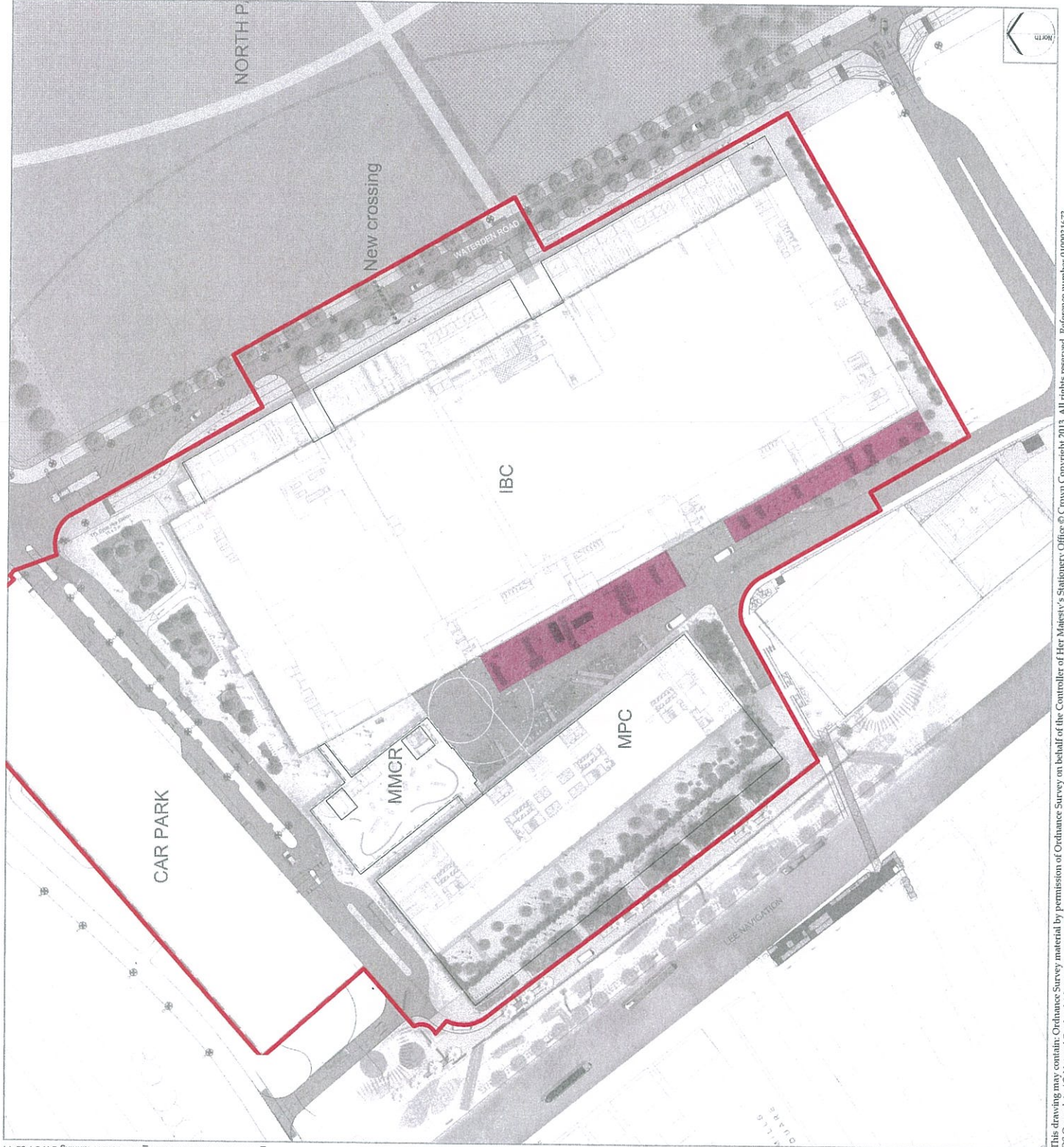
DRAWING TITLE
Publicly Accessible Open Space Plan

ISSUED BY	London	T: 020 7467 1470
DATE	Feb 2014	DRAWN ERM
SCALE	A3	NTS
CHECKED	TD	TD
STATUS	Planning	APPROVED NM

DWG. NO. 3538_118

No dimensions are to be scaled from this drawing.
All dimensions are to be checked on site.
Area measurements for indicative purposes only.

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Sources: Ordnance Survey...



LEGEND

-  Planning Application Boundary
-  Public Realm Review Areas

REV.	DESCRIPTION	SL	21/02/14	APP. DATE
A	Amended Public Realm Review Areas			

LD&A DESIGN

PROJECT TITLE
CITY

DRAWING TITLE
Public Realm Review Areas

ISSUED BY London T: 020 7467 1470 ERM
 DATE Feb 2014 DRAWN ERM
 SCALE@A3 NTS CHECKED TD
 STATUS Planning APPROVED NM

DWG. NO. 3538_117

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 All dimensions are to be checked on site.
 Area measurements for indicative purposes only.

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 Sources: Ordnance Survey...

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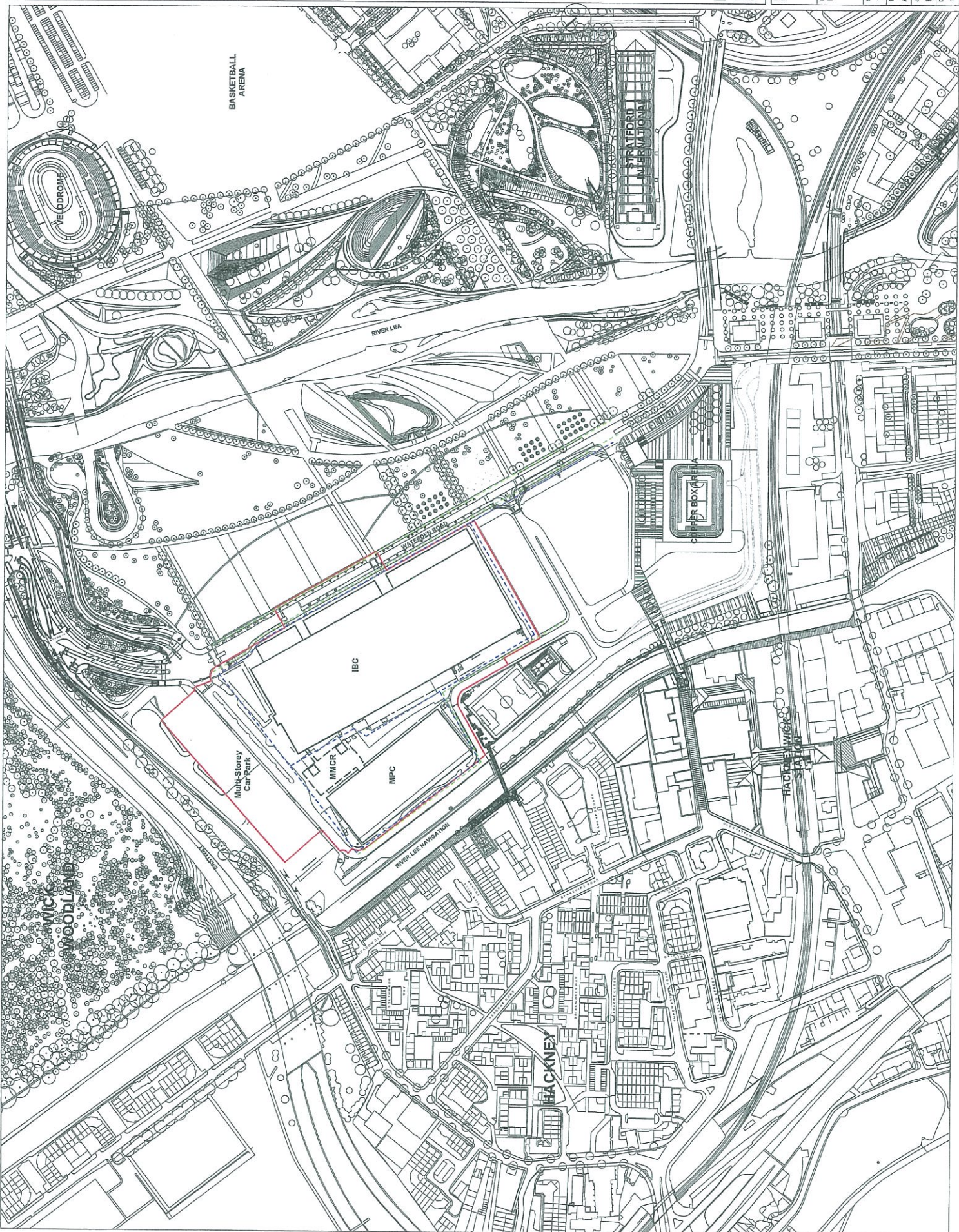
Revisions

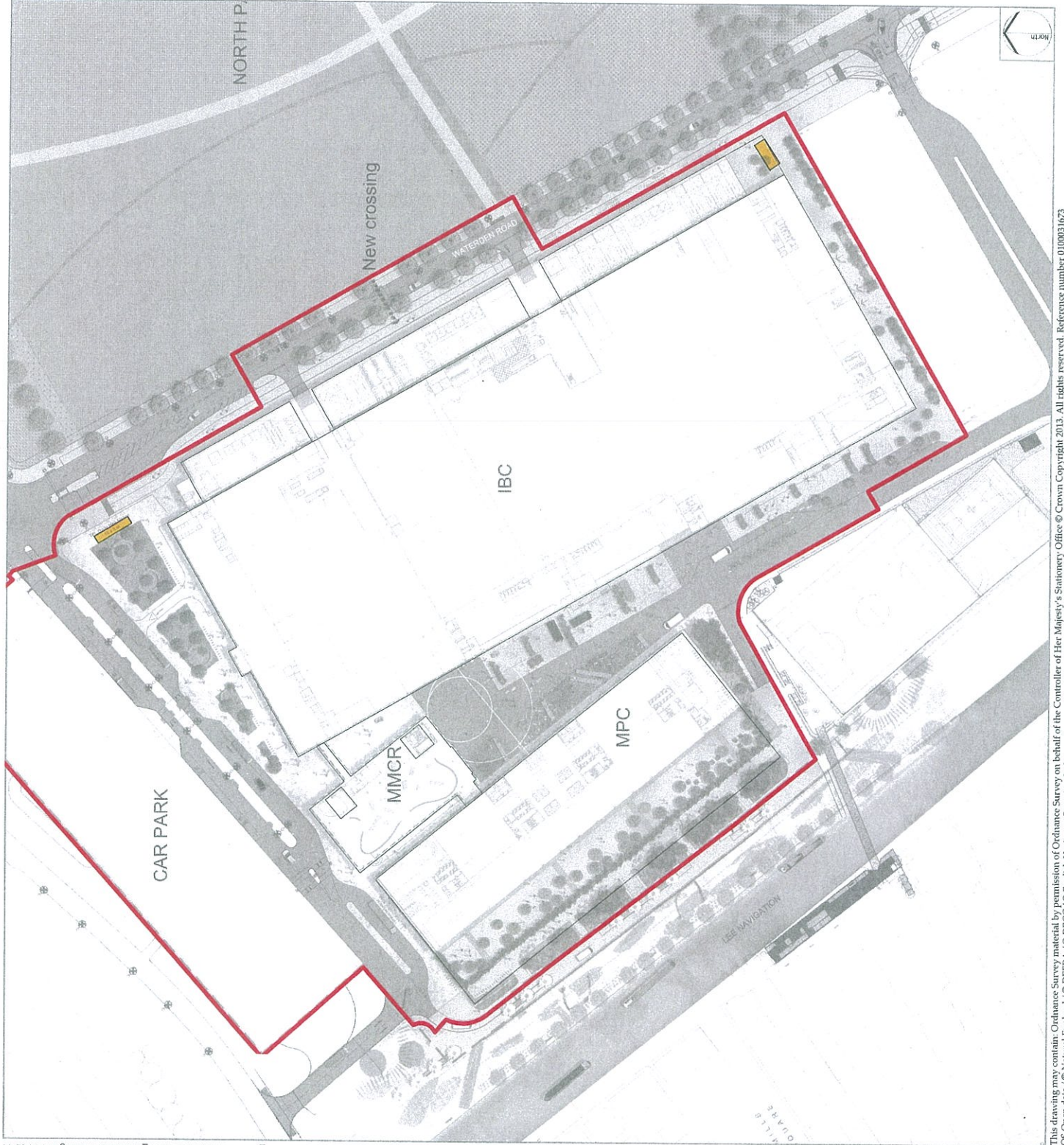
- Key
- Construction phase permissive paths
 - Operational phase permissive paths
 - Site Boundary




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Project	ICITY
Drawing	Permissive Paths
Scale	1:1250 @ A0
Date	Feb 2014
Country	USA
City	Denver
State	CO
Site Number	HB1458
Sheet	Planning
Drawings & Revisions	1458_DWG_SK_152 D





LEGEND

	Planning Application Boundary
	Cycle Hire Docking Station Site

REV.	DESCRIPTION	SL	DATE
A	Amended Drawing Title and Legend	21/02/2014	APP. DATE

LDĀ DESIGN

PROJECT TITLE
ICITY

DRAWING TITLE
Cycle Hire Docking Station Site

ISSUED BY	London	T: 020 7467 1470
DATE	Feb 2014	DRAWN ERM
SCALE	A3	NTS
STATUS	Planning	CHECKED TD
		APPROVED NM

DWG. NO. 3538_116

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All dimensions are to be checked on site.
Area measurements for indicative purposes only.
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Sources: Ordnance Survey...

APPENDIX 2 - DRAFT PLANNING PERMISSIONS

[NOT USED]

APPENDIX 3 - DRAFT SUPPLEMENTAL SECTION 106 AGREEMENT

FORM OF SUPPLEMENTAL SECTION 106 AGREEMENT
(REQUIRED PURSUANT TO CLAUSES [] AND [])

DATED 201[4]

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) []

SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act 1990 and all other powers enabling

relating to the redevelopment of the redevelopment of the former Main Press Centre, International Broadcasting Centre and Main Media Reception Centre at the Queen Elizabeth Olympic Park, Stratford, London

THIS SUPPLEMENTAL AGREEMENT is made on

20[]

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**); and
- (2) [] of [] (the **Owner**)

RECITALS

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Land is situated.
- (B) On [] the LPA and the Owner entered into the Principal Agreement.
- (C) On [] the Owner [acquired a freehold interest in the Land] [was granted a lease of the Land made between [] for a period of [] years] [*delete as appropriate*].
- (D) This Supplemental Agreement is entered into pursuant to the requirements of Clause [] of the Principal Agreement and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the Land for the purposes of section 106 of the Town and Country Planning Act 1990.

OPERATIVE PROVISIONS:-

1. INTERPRETATION

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the following meanings:

Land means the [freehold] land shown edged red on the Plan annexed hereto and registered at the Land Registry with title number [];

Principal Agreement means an agreement dated [] between the LPA (1) the Owner (2) and [] and made pursuant to section 106 of the Act and all other relevant powers.

2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the Act and pursuant to section 201 of the Localism Act 2011.
- 2.2 The obligations, covenants, undertakings and agreements contained herein constitute planning obligations for the purposes of section 106 of the Act and are enforceable by the LPA as the local planning authority for the area within which the Land is situated.
- 2.3 The Owner [and Mortgagee] covenants with the LPA that from the date of this Supplemental Agreement the obligations, covenants and undertakings on the part of

the [Owner] contained in the Principal Agreement shall bind the Land with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Land.

2.4 The LPA covenants with the Owner in respect of the Land to perform the obligations, covenants and undertakings on its part contained in the Principal Agreement.

3. **LOCAL LAND CHARGE**

3.1 This Supplemental Agreement is a local land charge and shall be registered as such.

4. **THE LPA'S LEGAL COSTS**

4.1 The Owner agrees to pay the LPA's reasonable costs incurred in negotiating and approving this Deed on completion of this Deed.

5. **JURISDICTION AND LEGAL EFFECT**

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

IN WITNESS whereof the parties have executed this Deed the day and year first above written

THE COMMON SEAL of THE LONDON)

LEGACY DEVELOPMENT CORPORATION)

was hereunto affixed in the presence of:)

Authorised signatory

SIGNED AS A DEED by INNOVATION)

CITY (LONDON) LIMITED acting by)

)

Director

in the presence of:

Name of witness:

Signature of witness:

Address:

Occupation:

**APPENDIX 4 - SECTION 6.4.1 OF THE DESIGN & ACCESS STATEMENT WHICH
ACCOMPANIED THE APPLICATIONS**

6.4 Character Areas

6.4.1 The Yard

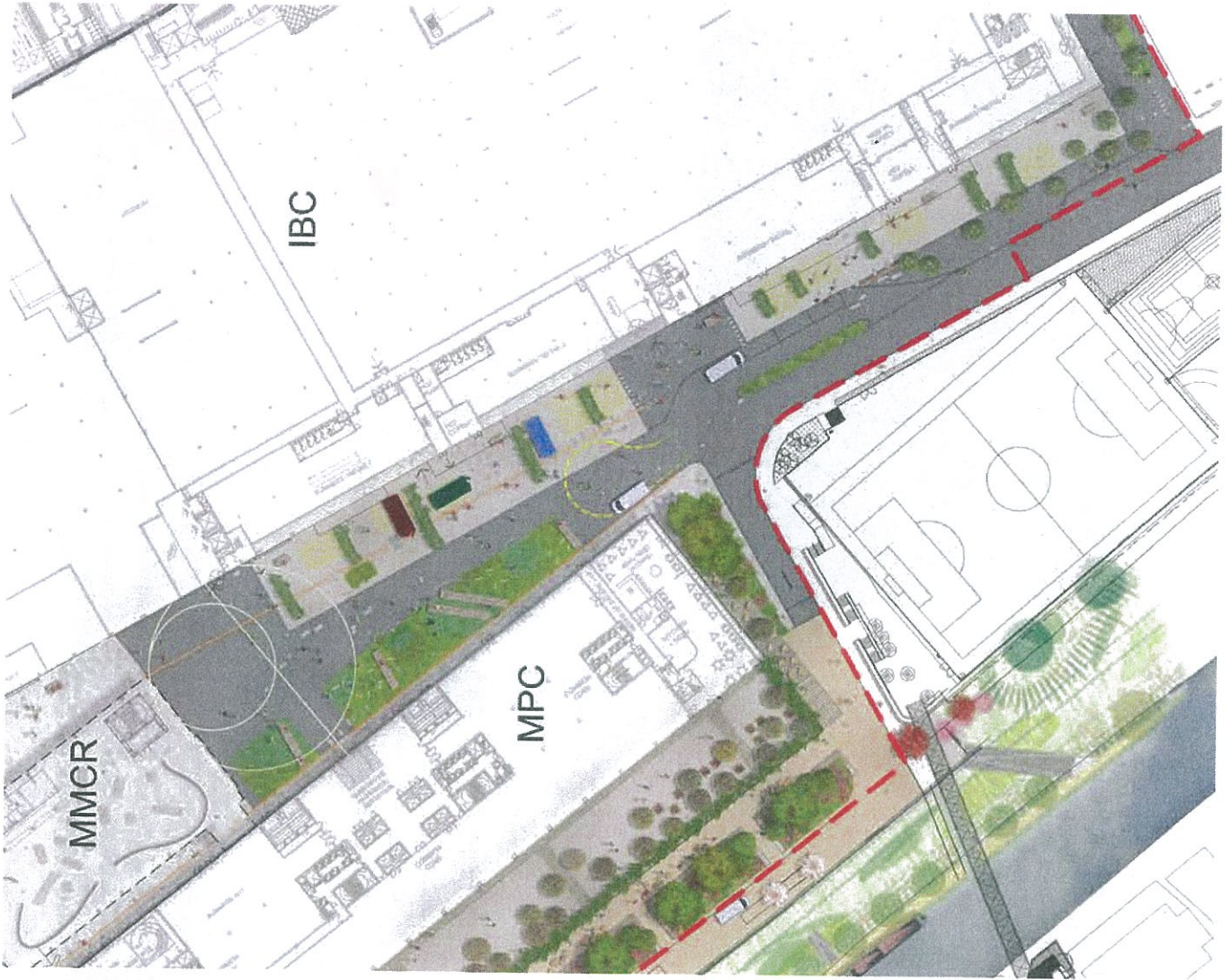
The centre point of this scheme, the Yard is to become a transformable space that reacts to its users' needs, conceptually adapting its current materiality under the principles of 'Grazing', 'Gathering' and 'Making'.

Hundreds of employees and visitors to the site are expected to move through this central area each day and as such, retaining a comfortable and safe level surface which is accessible to all is of utmost importance. High quality, durable floor features will add character and movement to this space.

The 'Grazing' zone currently includes a large area of loose gravel where temporary timber buildings were located during the London 2012 Olympic and Paralympic Games. Shrubs and grassy planting, in the prairie style prevalent on the park, will take over this space as if reclaiming back the previously existing greenery around the site, not only enhancing the site's ecology, but also adding further interest through its different shapes and colours throughout the year. It will also provide relaxed outdoor break-out spaces for the citizens and visitors of iCITY.

The 'Making' area is to become the 'heart' of the 'Makers' Yard', an area destined to serve a new generation of 'makers' and entrepreneurs, a transformable space reacting to its professional needs. Trenches are to be cut out of the existing concrete and planted with purposely selected grasses to reinforce the landscaped response within the Yard. This will provide a visual link across the Yard's different areas, with the vegetation perceived as if jumping from one side to the other. These grasses can also have different cutting regimes and heights, which will not only add visual interest, but also act as natural dividers between the various makers' spaces, adding to their flexible and transformative character.

The 'Gathering' area will provide the space for active circulation and crowd gathering during special events. Purposely designed high quality interventions and details



Landscape & Public Realm

add to the quality of the public realm whilst adapting a sustainable approach to transforming some of the site's constraints into design opportunities, re-using and enhancing the existing materials palette. Dedicated accessible route corridors have been included and discussed with the LLDC accessibility officer and the design team's access consultant (Buro Happold).

Whereas the northern part of the Yard has a more urban feel to it, with larger areas of retained paving allowing for a multitude of uses, the southern part introduces scattered trees spreading out through the hard surface materials. These trees are set in paving with little interruption of the ground plane, allowing for the commercial activities proposed for this site to occur unobstructed either beneath or away from the shady canopy, organised by the outdoor rooms that the trees create. This will break down the scale of the Yard so that the experience is varied as users move along it. These changes are important in order to subdivide the Yard into areas of different activities and interest and providing clear areas for special events. The green areas draw inspiration from their surrounding context and become important places of rest and interaction, offering an alternative experience to the large hardstanding area. They are also key to reinforce the landscape character connection with both the QEOP and the Canal Park.

The design recognises the importance of durability and quality in the landscape and public realm of the ICITY area and in the materials that comprise it. Surfaces and street furniture will be capable of withstanding high crowd flows throughout the scheme and be resistant to vandalism.



MPC East Elevation



IBC West Elevation

Landscape & Public Realm

View of the Yard, MMCR and IBC from the south



Landscape & Public Realm

Programming the Yard

The Yard is to become a focal point to be enjoyed throughout the year, one which is, not only pleasant to walk through and engage with, but also, a place which encourages activity and provides an environment in which people will want to sit and enjoy.

A careful balance between passive day to day use and more event-specific uses characterises the proposals for the Yard. On a day to day basis the Yard will offer opportunities for interaction between the users and visitors as well as a place to sit and network. The seating through the space has been laid out to reflect existing 'desire lines' and consequently these will be busy with people at most times of the day.

The main planning application proposes the day to day activation of the central open space between the buildings to be known as "Maker's Yard". The applicant anticipates that the Yard will be used by occupiers of iCITY and members of the public to circulate between the buildings, to enjoy a new area of public realm in London and to engage with the iCITY community.

Given the applicant's vision for iCITY to become a campus for technology businesses and "makers", it will encourage the Yard to be used by occupiers to make, display and market their products.



APPENDIX 5 - INDICATIVE TENANT DRAWINGS

The Canalside development (2,500 sqm approx.) is intended to comprise mainly A3 with a mix of independent restaurants, cafes and bars which have a particular focus on the making process of their respective products on site. Some might have "illustrative" serving spaces. The following are examples of the type of tenants that could operate from the units.

Large brasserie type restaurant which might be operated by River Cafe (east), Bistrotheque, Mix, Jamie Oliver or preferably, by the next generation of chefs or local entrepreneurs



Local Cafe in the mould of Hackney Pearl, Counter Cafe, Towpath Cafe, Carlton Caté, Greenway Caté



Artisan Pub specialist in craft ales etc with possible brewing facilities on site which could be operated by an organisation like Crate brewery, The Beer Garden, Five Pounds Brewing, or one of the newer operators like Pressure Drop, Howling Pops and Five Points Brewing Company



Specialist Deli incorporating a meat, fish and fruit and veg counter – similar to Ginger Pig/Meat, Fin and Founder, Green, Le Parc deli, The Deli Downstairs, Golden Company



Specialist wine merchants and vintners with a school of wine and spirits such as Coe Vintners, Borough Wines



Artisan coffee roaster with training school and cafe offer – examples include Ozone, Grind, Allpress, Square Mile or Puffrock Coffee with a banisia training centre



Artisan bakery with a training school element along with a small cafe offer – could be operated by E5, Bread Head, Violet Cakes, or The Spence Bakery

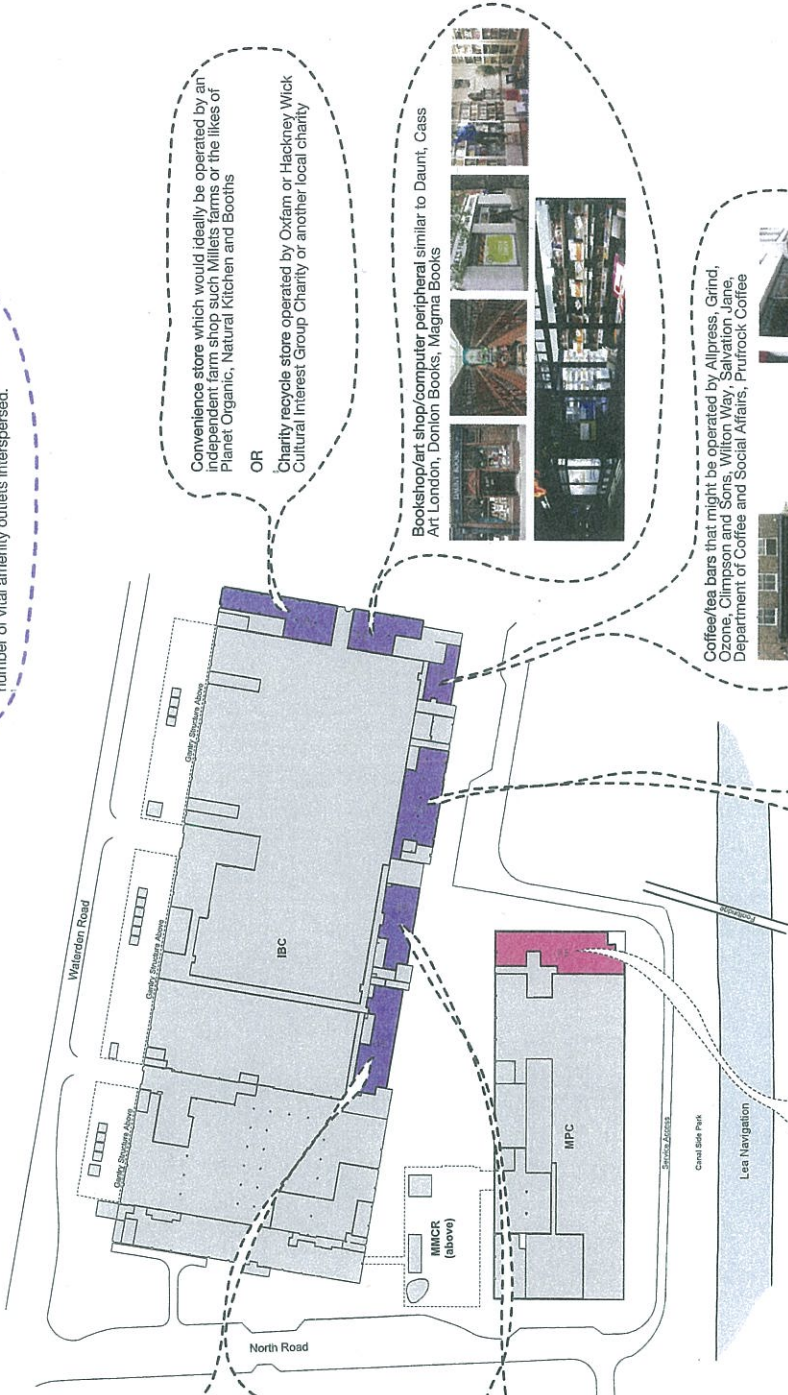


HawkinsBrown 145 St John Street London EC1A 4JH Tel: 020 7333 0200 www.hawkinsbrown.com	Project ICITY
	Date Oct 2013
Scale 1:500 @ A1	Checked by DW
Drawn by DW	Status NG
Job Number HB1458	Pre-Planning MPC Lower Ground Floor
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Project	ICITY
Client	ICITY
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Date	Sept 2013
Drawn by	AC
Checked by	NG
Job Number	HBI1456
Sheet	SK_049 B
Drawn No. & Revision	

The Makers Yard development is intended to comprise mainly A1 and B1 uses with a combination of tech, creative or design (e.g. interior, homeware & furniture) show case facilities plus a number of vital amenity outlets interspersed.



Bike shop plus café similar to Look Mum No Hands/Look 7 Cycle Cafe/Skinny Jims

Tech showcase areas of approx. 200 sqm each which could be operated by Cisco/UCL and Technology Strategy Board



Convenience store which would ideally be operated by an independent farm shop such as Millets farms or the likes of Planet Organic, Natural Kitchen and Booths

OR

Charity recycle store operated by Oxfam or Hackney Wick Cultural Interest Group Charity or another local charity

Bookshop/art shop/computer peripheral similar to Daunt, Cass Art London, Donjon Books, Magma Books



Coffee/tea bars that might be operated by Allpress, Grind, Ozone, Climpson and Sons, Wilton Way, Salvation Lane, Department of Coffee and Social Affairs, Puffrock Coffee



Showcase "Makers" facilities that might be subdivided into units of approx. 100 sqm each operated by design or furniture shops such as SUGRU, Tom Dixon Shop, Labour and Wait, East London furniture or by young up and coming designers



From the Canalside development (refer to SK_048)... Large brasserie type restaurant which might be operated by River Cafe (east), Bistrotheque, Mix, Jamie Oliver or preferably, by the next generation of chefs or local entrepreneurs



APPENDIX 6 - LEGACY CAREERS PROJECT

What is the Legacy Careers Project?

The aim of the project is to inspire extraordinary careers, drawing on inspiration from the career opportunities that will be created in the Park and surrounding area. The project will enable young people to better understand their career options at the time they are making their academic and career choices. We will equip young people with the information, confidence and motivation they need to plan and manage their own careers.

The project is being delivered by a consortium led by Future Foundations, supported by Brightside an education charity that helps young people access education and career pathways and CC-Lab, one of the UK's leading production companies. It will be evaluated by the International Centre for Guidance Studies.

Why do we need a Legacy Careers Project?

Education has a pivotal role to play in the regeneration of east London and the achievement of Convergence. If local people are to benefit from the employment opportunities that the transformation of the area offers then they must have the confidence, skills and aptitude to be able to compete with the best of London and beyond. This means starting with how young people make choices about their careers and their pathways into those careers.

This project will promote the exciting Legacy Careers that will exist in Queen Elizabeth Olympic Park and will integrate employment information into schools to provide excellent careers information, advice and guidance (IAG) for their pupils.

What will the Legacy Careers Project deliver?

- A (digitally produced) Legacy Careers Information Pack – using the Oxford Economic forecast to communicate and excite young people about the opportunities on the park and wider area.
- Web-based tool to disseminate Legacy Careers Information Pack & highlight different career pathways.
- A Careers Information Advice & Guidance (IAG) pilot with 5 local schools in the neighbouring boroughs of Newham, Hackney, Tower Hamlets & Waltham Forest (770 young people aged 13-14). The pilot will use the backdrop of the careers choices on the Park to inspire and empower young people to plan and manage their own futures. This will culminate in a competition finale 'Present yourself for success' (Dec 2013).
- As part of the schools careers IAG pilot a selected group of year 12/13 students (aged 17-19) will take on a leadership role within the project, to start to create a system of peer-2-peer mentoring.
- A bespoke careers IAG project with the construction apprentices on the park to support them to plan and manage their careers, including mentoring and support with becoming self-employed.
- An independent evaluation to demonstrate how schools can deliver their new responsibilities for IAG effectively to drive-up attainment and enable young people to fulfil their full potential, to be promoted to schools and policy-makers.

How can you get involved:

- **Feature in the film** produced for the Legacy Careers Information pack – to promote the opportunities and talk about routes into careers within your organisation.
- **Be an e-mentor** - Longer-term the project can support any employers/employees that want to be e-mentors to local young people.
- **Sponsor prizes** – we are looking to incentive young people to participate fully in the project and will run a competition called 'Present yourself for success' competition. We are looking for prizes for the winning group / individual, this could be a work experience placement, inspirational visits or talks or free entry to a venue or event.
- **Be a business volunteer on Day 4 'You're Hired'** –We need business volunteers to help us inspire local young people and prepare them for the world of work. We are inviting you to get involved in 'You're Hired', working with a small group of young people to review the hypothetical job application that they will have completed the day before and run through mock interviews. This will give the young people a valuable insight to the job application process and will help to build their confidence.
- **Be a judge on the 'Big Futures' Day 5** – have the opportunity to be involved as a judge in the teams' final presentations on their final day and play a part in which team goes through to the finale.

APPENDIX 7 – STRATEGIC OVERVIEW

November 2013 Innovation City (London) Ltd

Strategic Overview iCITY



Innovation City (London) Limited



iCITY Strategic Overview

Introduction

Innovation City (London) Limited (the Applicant) has submitted four applications to the London Legacy Development Corporation (LLDC) relating to the International Broadcast Centre (IBC), Main Press Centre (MPC), Multi-Media Conference Room (MMCR and Multi-Storey car Park (MSCP) (collectively known as “the iCITY area”) on the Queen Elizabeth Olympic Park, Stratford E20.

This Strategic Overview describes the Applicant’s vision for the project to be known as iCITY, which is the subject of the four applications. Full details of each application are contained in the Development Specification Framework.



The iCITY Vision

Located on the Queen Elizabeth Olympic Park (QEOP), iCITY will become one of the most exciting business campuses in the UK and from a technology and creative industries perspective deliver a new sustainable global hub.

iCITY has the unique potential to put UK technology on the global stage. This is a once in a lifetime opportunity, given to the country through the London 2012 Olympic and Paralympic Groups. iCITY has the power to change not only the local community but to ensure that those very communities

are themselves active participants in building this country's technology and digital industry into a global force.

Our vision is to deliver a world leading technology and digital cluster which will enhance and regenerate the local community, boost London's flourishing digital and creative industries, deliver growth and diversity to the UK economy and cement Britain's global position and reputation. iCITY will make a significant contribution to the legacy of London 2012 and become an integral and connected part of existing and new communities.

As the country seeks to secure a future as a leader of technology, iCITY will enhance the UK's global position through the transformation of the former Olympic Broadcast and Press Centres into a world class Innovation Centre. We will build upon the success of east London's existing and flourishing Tech City to ensure that iCITY plays a major part in developing a media and creative cluster of international significance.



These facilities are some of the most digitally connected buildings in Europe and provide a unique opportunity for the capital and the country. iCITY will deliver a lasting legacy from the Games, not only for the communities in east London, but to the economy as a whole as the country sets out to rebalance its economic base.

This gives iCITY the potential to be Europe's leading technology cluster. The significant investment made to date in these facilities will be exploited and enhanced to create a world class centre of creativity, design, technology and research. With a world class data centre built by Infinity SDC, the UK's leading data centre operator, at its heart, it will be a perfect location for exciting new businesses, entrepreneurs and those who invest in them.

iCITY will be a digital campus, where a wide range of animators, production teams, broadcasters and digital pioneers come together to do amazing new things. A data centre, media studios, a university, a digital academy and a new business incubator – all together in one place, cross-fertilising each other, and spurring creativity, imagination, innovation.

iCITY pioneering the next digital revolution – the new ‘Makers’. With much of the attention of the tech community focussed on content production, the next internet revolution is fast approaching. Creative design, innovative technology interfaces and new methods of additive manufacturing have combined to disrupt the light manufacturing sector and allow new products routes to market in ways unseen before. This next ‘light industrial revolution’ needs a home and iCITY provides the creative environment, the space, connectivity and location to talent that will allow products to enter the consumer market all having been ‘made at iCITY’.

Our guiding principles

From the conception of iCITY our vision has been guided by 4 principles that have helped shape the creation of a successful new community. They are:

1. Education

This is at the heart of the iCITY proposition. All successful business and technology based clusters have a strong education element and a leading university campus. Loughborough University will open a new ‘Loughborough in London’ campus delivering post graduate research for over 1,000 students that will support existing and emergent businesses. Embedded within the university will be a new digital apprentice campus for Hackney Community College with apprenticeships running on-site with our tenants. Embedding, rather than sitting alongside, ensures that local apprentices benefit from studying in a world class university campus with state of the art facilities providing the inspiration and realisation of inherent talent available locally.

In addition, during the construction phase, we will ensure that an apprenticeship programme will be delivered to build on the exceptional programme delivering opportunity through the Legacy Apprenticeship Scheme which has been running throughout the London Legacy Development Corporation’s (LLDC) QEOP transformation works.

2. Enterprise

This is a unique location where small start-ups can anchor themselves and grow whilst sat alongside larger corporates, where academia can interact with business and where creativity can freely mix with commerce. The designs have specifically been created to ensure that a vast array of spaces are available to a whole spectrum of business from early stage start-up with a community focus through to global companies looking to locate teams within the next acclaimed centre of innovation.

The business incubator and managed workspace will provide one of the largest co-working locations in the country if not Europe. In addition, the opportunity for additive manufacturing laboratories to be attracted alongside extensive fibre networks, digital infrastructure and a data centre provides further opportunity that has emerged since the Applicant was selected by LLDC as the preferred bidder for the Press and Broadcast Centres in July 2012.

3. Employment

The Applicant has modelled the employment opportunity that will be created in the project and across the community. Independent analysis by Oxford Economics concluded that the scheme has the potential to deliver in the region of 5,300 jobs based at iCITY with a further 2,200 jobs across the original Olympic Boroughs. The impact on the UK market increases further still when the rest of the country is considered.

We highlight the impact that was achieved by securing BT Sports as an early tenant. Through the joint working of the Applicant, LLDC and BT Sport over 350 jobs have been created at iCITY already with a further 800 jobs created in BT Sports contact centres up and down the country all recruited, trained and delivered by Manpower Group UK.

In addition the positive impact on the GDP locally and nationally has been quantified by Oxford Economics as £286m and £521m respectively.

In addition to the apprenticeships during the construction phase there will be approximately 2,100 personnel employed during the construction programme. This provides further avenues for the skills developed locally during the build-up to the Games, through transformation and beyond to be consolidated, enhanced and utilised to ensure that the local workforce has access to construction work for many years to come. We will work closely with LLDC to ensure that the full opportunity provided by their regeneration team is realised. We have worked with LLDC during the initial pre-qualification phase and will continue to do so through the tender process to ensure that 'soft' social regeneration forms a key measurement in our contracts.

4. Environment

iCITY will not only be a sustainable environment in concept and delivery, but also an environment that promotes a shared collaborative work/life experience through the development of a sense of 'place' with community ownership. The tenant base and sectors that we will attract have a very clear conscience and sustainability matters in every aspect of their businesses. Whilst working within existing infrastructure constraints our aim is for a BREEAM rating of Excellent and we will deliver one of Europe's most environmentally sustainable data centre.

The Opportunity

The Applicant's strategic aims for iCITY are:

- To be globally recognised as THE location of choice in Europe and London for technology and creative based industries
- To make iCITY the UK's location of choice for key segments of the technology and creative industries
- To exploit the considerable market opportunity present in the creative, digital and information technology sector that is prevalent within the UK (and east London specifically)
- To harness the rise of the additive manufacturing sector that provides the backbone to the global maker movement and the new means of product design and manufacture

- To exploit the potential of the Press and Broadcast Centres as one of the country's most connected buildings and the opportunity of delivering an extension to the 'Tech City' development, in order to create a unique community where innovation and investment, large and small corporates, film and broadcast, education and life science, commerce and arts, sit comfortably side by side
- Within 5 year's deliver the iCITY vision that will endure and promote business growth and community regeneration

The real estate through which the iCITY vision is delivered

The iCITY estate consists of 4 constituent parts which amounts to over 115,000 sqm of gross internal floorspace.

1. The Broadcast Centre
2. The Auditorium
3. The Press Centre
4. Public realm

1. Broadcast Centre – circa 85,000 sqm Gross Internal Area (GIA)

The Broadcast Centre has 2 main floors with floor to ceiling heights of approx. 11m. At the northern end there is 9,000 sqm of education space across 5 floors, the majority of which is pre-let to Loughborough University. We will create a further 4 floors of business space at the southern end of the building as well as a 16m deep 'crust' along the western side of the building opening out onto the public space. The building was built specifically to accommodate the world's media to broadcast the Olympic Games and configured to accommodate large studios (1,000 sqm and larger). It is for this reason that the Broadcast Centre was the preferred location for BT Sports to anchor its sports channel and broadcast hub which went live on 1 August 2013. The building will also accommodate a 36,000 sqm data centre. The amazing industrial gantry running the length of the building on the eastern elevation provides a truly unique opportunity to animate this space and ensure that the building has no 'back door, but is active on all sides. Our architects Hawkins Brown have created an innovative space comprising of managed workspace, community areas, gardens and glass studios from within the building itself. This design has ensured that the gantry is integral to the design.



2. The Auditorium (MMCR) – circa 2,000 sqm GIA

The auditorium is sat in an elevated position between both larger buildings and is connected by 2 covered walkways at first floor level in the Press Centre and the upper deck in the Broadcast Centre. The auditorium was a fully fitted out press conferencing facility for the Games capable of seating over 800 journalists but which is now stripped back to being a square box ready for development into a state-of-the-art mixed use auditorium with capacity for 1,045 guests and staff. Working access to the auditorium is through the public entrance to the Press Centre and we aim to make this available to all iCITY occupiers as well as other larger bespoke events (symposiums, summits, launch events etc.). The area beneath the Auditorium is versatile for 'pop-up' events and facilities and artisan type street markets. The Applicant sees this facility as integral to successful place making. This facility is not only created for the iCITY ecosystem but access to the whole local community is fundamental to its success.

3. Press Centre – circa 29,000 sqm GIA

The Press Centre is approximately 29,000 sqm of prime business space. The building was home to over 20,000 journalist during the Games and provides views across the QEOP that no other business destination has. The Press Centre provides Category A accommodation currently entirely open plan with a lower ground floor opening onto the Lea Navigation Canal and canal path which is due to be redesigned and transformed as part of the on-going park transformation programme. iCITY will locate many of the food and beverage outlets along this path to fully utilise the aspect that this location provides. The first floor has a 5m high ceiling which provides the Applicant with total flexibility to create Europe's largest business innovation and incubator zones. This building will be targeted at 'corporate' creative/tech occupiers due to the grown up nature of the building and quality of the upper floors.



4. Public Realm

The public realm will be transformed to reflect the creative/tech campus nature of the environment. Each area from the canal park, the university quarter through to the 'Maker's Yard' area between the buildings has a distinct characteristic that will have its own design treatment to reflect its uniqueness.

What makes iCITY unique?

There are a number of factors that make these buildings unique in the UK:

- Power – over 42MW is available to meet the demands of a tech/creative/digital media campus
- Connectivity – Multiple carriers provide fibre to the buildings. BT Openreach has over 500 fibre lines running into the building with additional carriers having fibre in ducts directly adjacent to the Broadcast Centre. London 2012 was the most broadcasted event in history with over 99% of the broadcast being broadcasted digitally. These are some of the world's the most connected buildings in the country if not Europe and the fibre optic routes into and out of iCITY create an unprecedented opportunity to address the needs of business going forward
- Sustainable – heating and cooling is delivered by the QEOP district energy plant powered by woodchip sourced within a 50- miles radius of the iCITY area. In addition the Press Centre has over 250 PV panels on its roof which is a brown roof supporting biodiversity programmes

In short, the connectivity and resilience of the buildings is unmatched by any other location in the UK.

Strategic Context

Below is a high level PEST analysis which provides the strategic context that demonstrates the positive environment for developing iCITY at this time.

<p>Political Cross-party support at national, city and local level Aligned with government 'Tech City' policy Delivers against a government strategic priority – rebalancing the economy away from financial services</p>	<p>Economic Strong growth measures from the government into tech and creative industries (gaming, film, tech companies) GDP kick locally and nationally significant through supply chain exploitation</p>
<p>Societal East London phenomenon in targeted sectors (creative/tech/media/digital) – this is where the talent is Sits within the most deprived ward/borough in the UK Growth in the community is leveraged by the iCITY effect (support jobs created by centres of innovation)</p>	<p>Technological Unrivalled connectivity – over 500 fibres Significant power supplies – 42MW Purpose built Multiple telecoms routes Media/broadcast capabilities stressed tested during London 2012 successfully</p>

Conclusion

iCITY represents a unique opportunity, brought about by the location of the London 2012 Olympic and Paralympic Games. The scheme will create a centre for innovation, education and economic growth based around the creative, media and technology sector that is enjoying considerable growth in the UK and in east London in particular. The uplift in employment, in increased opportunity in new sectors and the creation of a new economic eco-system on the QEOP is both exciting and un-replicable. The inherent design features of these buildings create a once in a lifetime opportunity for the area and to establish a sustainable legacy. The Applicant's plans exploit these opportunities to the fullest extent.