

	<p>7. whether it is anticipated that as at Completion of 75% or 95% of the last PDZ to be developed the LCS Benchmark will be achieved and, if so, by how much;</p>
"Cost Consultant"	means the cost consultant to be appointed jointly by LLDC and the LPA in accordance with paragraph 1.1 of this Schedule;
"Cumulative LLDC Actual Site Wide Cost Credit"	a reconciliation of any LLDC Actual Site Wide Cost Credits and/or LLDC Actual Site Wide Cost Deficits as identified in the Annual LLDC Report(s) that results in an overall LLDC Actual Site Wide Cost Credit;
"Cumulative LLDC Actual Site Wide Cost Deficit"	a reconciliation of any LLDC Actual Site Wide Cost Credits and/or LLDC Actual Site Wide Cost Deficits as identified in the Annual LLDC Report(s) that results in an overall LLDC Actual Site Wide Cost Deficit;
"Cumulative LLDC Actual Zonal Cost Credit"	an overall LLDC Actual Zonal Cost Credit based on a reconciliation of any LLDC Actual Zonal Cost Credits and/or LLDC Actual Zonal Cost Deficits as identified in the Annual LLDC Report(s) that have not been included as a PDZ Gross Development Value in any previous PDZ Viability Assessment or SPDZ Gross Development Value in any previous SPDZ Viability Assessment;
"Cumulative LLDC Actual Zonal Cost Deficit"	an overall LLDC Actual Cost Deficit based on a reconciliation of any LLDC Actual Zonal Cost Credits and/or LLDC Actual Zonal Cost Deficits as identified in the Annual LLDC Report(s) that have not been included as a PDZ Gross Development Cost in any previous PDZ Viability Assessment or SPDZ Gross Development Value in any previous SPDZ Viability Assessment;
"Developer Partner"	means third parties with whom LLDC contracts to develop the Development in each PDZ, SPDZ or part thereof;
"Development Parcel Phasing Plan"	means a development parcel phasing plan required pursuant to the Planning Permission;
"Disposal"	means disposal by way of freehold transfer, grant of leasehold interest and/or grant of easements, covenants and other rights;
"Excess Contribution"	means a sum equal to 15% of the amount by which the LCS Benchmark is exceeded as identified in any LCS Benchmark Final Report submitted and approved pursuant to paragraphs 5.1 to 5.3 of this Schedule;
"Family Housing"	means as defined in Schedule 4;
"Final PDZ Consented Development"	means the whole of the development authorised to be carried out in the PDZ which is the subject of the last ZMP or SZMP to be submitted for approval, as detailed in Reserved Matters approvals for that ZMP or SZMP;
"First PDZ"	[not used]
"First SPDZ"	[not used]

"Further Viability Scenarios" means ~~not less than 3 (three) viability assessments based on amendments to the Proposed PDZ Development or Proposed SPDZ Development and prepared with the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer in accordance with the alternative:~~

- ~~1. Hierarchy;~~
- ~~2. Relevant Affordable Housing Parameters;~~
- ~~3. Relevant Family Housing Parameters;~~
- ~~4. in respect of SPDZ 8A where paragraph 3 of this Schedule applies, Relevant Affordable Workspace Parameters;~~

~~as approved or determined in accordance with paragraphs 2.3.5 or 3.3.5;~~

"Grant Funding" means as defined in Schedule 3;

"Grant Funding Excess Value" means any positive sum produced when subtracting X from Y where:

- ~~1. "X" means the Value of Affordable Housing Provision assuming no Grant Funding is available;~~
- ~~2. "Y" means the Value of Affordable Housing Provision taking account of the Grant Funding secured; and~~
- ~~3. "Affordable Housing Provision" means the Required Affordable Housing Minimum in respect of PDZ4, PDZ5, PDZ6, SPDZ8A and PDZ12 provided in accordance with (save as regards quantum):~~
 - ~~3.1 the Relevant Target Affordable Housing where paragraph 2.2 or 3.2 applies to the PDZ or SPDZ; or~~
 - ~~3.2 in all other circumstances the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units set out in the Preferred Initial Viability Scenario or Further Viability Scenario agreed or determined pursuant to paragraph 2.3 or 3.3 in respect of that PDZ or SPDZ;~~
- ~~4. "Value" means the total anticipated receipts from the Disposal of Affordable Housing Units based on Relevant Comparable Evidence;~~

"Hierarchy"	means the hierarchy between the Variants which shall be used to determine the order in which such Variants will be adjusted in the relevant PDZ or SPDZ for the purposes of producing the viability scenarios for that PDZ or SPDZ taking into account the Relevant Target Affordable Housing, the Relevant Minimum Affordable Housing Quantum, the Relevant Family Housing Provision, the Relevant Target Affordable Workspace (if applicable) for that PDZ or SPDZ;
"Initial Viability Scenarios"	means such number (being not less than 5 (five)) of viability assessments based on amendments to the Proposed PDZ Development or Proposed SPDZ Development as shall be reasonably required to test a range of options for adjusting the Variants and to illustrate the impacts that such adjustments would have both on the PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) and on the output of Affordable Housing, Family Housing, Affordable Workspace (where appropriate) with the aim of assisting and informing the consultation to be undertaken pursuant to paragraphs 2.3.2 or 3.3.2 (as appropriate);
"Intermediate Units"	means as defined in Schedule 3;
"LCS Benchmark"	means the combined total of the Relevant PDZ Benchmarks LESS the costs set out in the Original LLDC Budget as shown in paragraph 1 of the Confidential Appendix and table 1 contained in the Confidential Appendix;
"LCS Benchmark Final Report"	means the report(s) certified by the Cost Consultant pursuant to paragraph 1.1 and required pursuant to paragraphs 5.1 and 5.3 of this Schedule which shall set out: <ol style="list-style-type: none">1. any LLDC Actual Zonal Cost Credit or LLDC Actual Zonal Cost Deficit incurred in the period between the last submitted Annual LLDC Report and the date of the report;2. any Cumulative LLDC Actual Zonal Cost Credit or Cumulative LLDC Actual Zonal Cost Deficit taking into account any LLDC Actual Zonal Cost Credit or LLDC Actual Zonal Cost Deficit identified in 1. above;3. any LLDC Remaining Site Wide Costs;4. any Cumulative LLDC Actual Site Wide Cost Credit or Cumulative LLDC Actual Site Wide Cost Deficit taking into account any LLDC Remaining Site Wide Costs;5. total actual cost of all of the LLDC Works & Commitments calculated using the LLDC Site Wide Works & Commitments Costs and the LLDC Zonal Works & Commitments Costs set out in the Original LLDC Budget PLUS the costs set out in 1 to 4 above;

	<p>6. whether the LCS Benchmark is exceeded (and if so, by how much) based on the PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) of each PDZ Viability Assessments, SPDZ Viability Assessments, any approved Preferred Initial Viability Scenarios and any approved Further Viability Scenarios approved pursuant to paragraphs 2 and 3 of this Schedule or determined pursuant to Clause 13, LESS the total actual cost of all of the LLDC Works & Commitments as set out in 5.;</p>
<p>"LLDC Actual Site Wide Costs"</p>	<p>means the actual costs of the LLDC Site Wide Works & Commitments Costs and the notional cost to LLDC of any Transferred LLDC Works & Commitments Costs as certified by the Cost Consultant and, in respect of the LCS Benchmark Final Report, includes any committed LLDC Site Wide Works & Commitments Costs as certified by the Cost Consultant;</p>
<p>"LLDC Actual Site Wide Cost Credit"</p>	<p>means where the LLDC Actual Site Wide Costs are less than the LLDC Site Wide Works & Commitments Costs, a sum equal to the LLDC Site Wide Works & Commitments Costs LESS the LLDC Actual Site Wide Costs;</p>
<p>"LLDC Actual Site Wide Cost Deficit"</p>	<p>means where the LLDC Actual Site Wide Costs exceed the LLDC Site Wide Works & Commitments Costs, a sum equal to the LLDC Actual Site Wide Costs LESS the LLDC Site Wide Works & Commitments Costs;</p>
<p>"LLDC Actual Zonal Costs"</p>	<p>means the actual costs of the LLDC Zonal Works & Commitments Costs and the notional cost to LLDC of any Transferred LLDC Works & Commitments Costs as certified by the Cost Consultant and, in respect of the LCS Benchmark Final Report, includes any committed LLDC Zonal Works & Commitments Costs as certified by the Cost Consultant;</p>
<p>"LLDC Actual Zonal Cost Credit"</p>	<p>means where the LLDC Actual Zonal Costs for a PDZ or SPDZ are less than the Updated LLDC Zonal Costs for that PDZ or SPDZ, a sum equal to such Updated LLDC Zonal Costs LESS such LLDC Actual Zonal Costs;</p>
<p>"LLDC Actual Zonal Cost Deficit"</p>	<p>means where the LLDC Actual Zonal Costs for a PDZ or SPDZ exceed the Updated LLDC Zonal Costs for that PDZ or SPDZ, a sum equal to such LLDC Actual Zonal Costs LESS such Updated LLDC Zonal Costs;</p>
<p>"LLDC Anticipated Zonal Cost Credit"</p>	<p>means where the Updated LLDC Zonal Costs for a PDZ or SPDZ are less than the costs set out in the Original LLDC Budget for that PDZ or SPDZ, a sum equal to the costs set out in the Original LLDC Budget LESS the Updated LLDC Zonal Costs;</p>
<p>"LLDC Anticipated Zonal Cost Deficit"</p>	<p>means where the Updated LLDC Zonal Costs for a PDZ or SPDZ exceed the costs set out in the Original LLDC Budget for that PDZ or SPDZ, a sum equal to the costs set out in the Updated LLDC Zonal Costs LESS the Original LLDC Budget;</p>

"LLDC Remaining Site Wide Costs"	means the anticipated LLDC Site Wide Works & Commitments Costs to be incurred and committed after the date of the LCS Benchmark Final Report to the extent such LLDC Site Wide Works & Commitments Costs were not set out in the Original LLDC Budget;
"LLDC Works & Commitments"	means those works and commitments which LLDC intends to undertake as master developer rather than passing on the requirement to carry out such works or commitments to Developer Partners including but not limited to site clearance, remediation, preparation, development works, discharging and complying with Conditions, complying with the terms of this Agreement, agents and legal fees, professional fees, risk items, contingencies and the reasonable costs of LLDC acting as development manager;
"LLDC Zonal Report"	means a report certified by the Cost Consultant which sets out for the relevant PDZ or SPDZ: <ol style="list-style-type: none">1. the Original LLDC Budget;2. the Updated LLDC Zonal Costs;3. the amount of any LLDC Anticipated Zonal Cost Credit or LLDC Anticipated Zonal Cost Deficit;4. the amount of any Transferred LLDC Works & Commitments Costs; together with any Cumulative LLDC Actual Zonal Cost Deficit or Cumulative LLDC Actual Zonal Cost Credit;
"LLDC Site Wide Works & Commitments Costs"	means the costs of those LLDC Works & Commitments not allocated to a PDZ or SPDZ as identified in the Original LLDC Budget;
"LLDC SPDZ Works & Commitments Costs"	means the costs of the LLDC Works & Commitments allocated for each of SPDZs 5A, 5B and 8A determined in accordance with paragraph 1.2 and certified by the Cost Consultant;
"LLDC Zonal Works & Commitments Costs"	means the costs of those LLDC Works & Commitments allocated to PDZs and SPDZs as identified in the Original LLDC Budget;
"Market Residential Units"	means market residential units that are made available for sale or rent at market value;
"Non-Family Housing Units"	means studio, one bedroom units and two bedroom units;
"Non-Residential Units"	means units of occupation provided as part of the Development comprising retail (Use Class A1-A5), employment (Use Class B1), hotel (Use Class C1), leisure (Use Class D2) or community facilities (Use Class D1);
"Option A"	[not used]
"Option B"	[not used]

"Original LLDC Budget"	means the budget for the total LLDC Works & Commitments for each year of the Development as set out in the Confidential Appendix;
"Outline Site Wide Phasing Plan"	means the outline site wide phasing plan approved as part of the Planning Permission;
"PDZ Gross Development Costs"	<p>in respect of each PDZ:</p> <ol style="list-style-type: none">1. the total costs of the Proposed PDZ Development including any Transferred LLDC Works & Commitments Costs anticipated to be incurred by the Developer Partner in that PDZ which may include those cost items set out in Appendix 12 and which in the case of:<ol style="list-style-type: none">1.1 paragraphs 1 and 2 of Appendix 12 will be based on benchmark market data of recent development schemes which in the reasonable opinion of the Cost Consultant are comparable to the Proposed PDZ Development in terms of type, quantum, construction, specification, density of residential units and sustainability requirements; and1.2 paragraphs 3 – 26 of Appendix 12 will be based on Relevant Comparable Evidence;2. any LLDC Anticipated Zonal Cost Deficit for that PDZ identified in the relevant LLDC Zonal Report; <p>together with any Cumulative LLDC Actual Zonal Cost Deficit identified in the relevant LLDC Zonal Report;</p>
"PDZ Gross Development Values"	<p>means in respect of each PDZ:</p> <ol style="list-style-type: none">1. the total revenues anticipated to be received by the Developer Partner (including rental, investment and capital receipts) from the Disposal of Market Residential Units, Affordable Housing Units, Non-Residential Units and any units, facilities or land used for other uses (including but not limited to parking spaces) that form part of the Proposed PDZ Development which shall be based on Relevant Comparable Evidence;2. any Grant Funding Excess Value to be included pursuant to paragraph 6.4.1 of this Schedule;3. any LLDC Anticipated Zonal Cost Credit for that PDZ identified in the relevant LLDC Zonal Report;4. a notional revenue required to off set in full any Transferred LLDC Works & Commitments Costs for that PDZ; <p>together with any Cumulative LLDC Actual Zonal Cost Credit identified in the relevant LLDC Zonal Report;</p>

"PDZ Residual Land Value"	means the residual land value derived as a result of a residual method of valuation taking into account the PDZ Gross Development Costs and the PDZ Gross Development Values using Argus Developer or any replacement software to be agreed in advance with the LPA and with reasonable allowance within the valuation for the timing of receipt of PDZ Gross Development Values and incurrence of PDZ Gross Development Costs assuming land receipts are paid at the point of LLDC entering into a contract with the Developer Partner to develop the relevant part of the PDZ;
"PDZ Viability Assessment"	means a viability assessment based on the Proposed PDZ Development from which the PDZ Residual Land Value will be derived;
"PDZ2 Family Housing Provision"	[not used]
"PDZ4 Family Housing Provision"	[not used]
"PDZ5 Family Housing Provision"	[not used]
"PDZ12 Family Housing Provision"	means 46% of the Residential Units in PDZ12 to be provided as Family Housing;
"PDZ2 Target Affordable Housing"	[not used]
"PDZ4 Target Affordable Housing"	[not used]
"PDZ5 Target Affordable Housing"	[not used]
"PDZ12 Target Affordable Housing"	means 53% of the Residential Units in PDZ12 will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraph 6.4 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;
"Preferred Initial Viability Scenarios"	such of the Initial Viability Scenarios which LLDC notifies the LPA are submitted for approval and which shall have been prepared in accordance with the: <ol style="list-style-type: none">1. Hierarchy;2. Relevant Affordable Housing Parameters;3. Relevant Family Housing Parameters;

4. ~~in respect of SPDZs 5A (if paragraph 3 applies) and 8A, Relevant Affordable Workspace Parameters;~~

5. ~~in respect of PDZ5, Relevant Affordable Workspace Parameters (if paragraph 2 applies)~~

~~with 1 to 5 being determined by LLDC having regard to LLDC's place-making priorities for the Development and to the adopted planning policies for the MDC Area on the delivery of Affordable Housing and, where relevant, the delivery of Affordable Workspace with the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPD Benchmark (as appropriate) and securing the optimum affordable housing offer;~~

"Proposed PDZ Development"

means the proposed Development for the PDZ which shall be in accordance with:

1. ~~the Relevant Target Affordable Housing;~~
2. ~~the Relevant Family Housing Provision; and~~
3. ~~the Relevant Target Affordable Workspace (if paragraph 2 applies for PDZ5)~~

"Proposed SPDZ Development"

means the proposed Development for the SPDZ which shall be in accordance with:

1. ~~the Relevant Target Affordable Housing;~~
2. ~~the Relevant Family Housing Provision;~~
3. ~~in respect of SPDZs 5A (if paragraph 3 applies) and 8A, the Relevant Target Affordable Workspace; and~~

"Relevant Affordable Housing Parameters"

~~means, in respect of each PDZ or SPDZ (as applicable), maximum and minimum parameters for the Tenure Split, Affordability Criteria and Unit Size Mix of the Affordable Housing Units taking into account the Relevant Target Affordable Housing, the Relevant Minimum Affordable Housing Quantum and the Relevant Family Housing Provision;~~

"Relevant Affordable Workspace Parameters"

~~means the maximum quantum of Affordable Workspace (up to 930 square metres) to be provided in the Development, the maximum and minimum discount applied to the market rent of such floorspace and the maximum and minimum duration such discounted rent shall apply;~~

"Relevant Comparable Evidence"

~~shall be construed in accordance with such RICS guidance on the use of comparable evidence as shall be published from time to time and shall be subject to evaluation by suitably qualified professional advisors to LLDC and the LPA;~~

"Relevant Family Housing Parameters"

~~means, in respect of each PDZ or SPDZ (as applicable), maximum and minimum parameters for the quantum of Family Housing;~~

"Relevant Family Housing Provision"	means the SPDZ 8A Family Housing Provision or the PDZ12 Family Housing Provision depending on the PDZ or SPDZ to which the PDZ Viability Assessment or SPDZ Viability Assessment relates;
"Relevant Minimum Affordable Housing Quantum"	means not less than the minimum percentage of the Residential Units in the relevant PDZ to be provided as Affordable Housing Units calculated in accordance with paragraph 1.4 of Schedule 3;
"Relevant PDZ Benchmark"	means the relevant benchmark residual land value figure for the PDZ as detailed in the Confidential Appendix to which the relevant PDZ Residual Land Value relates;
"Relevant SPDZ Benchmark"	means the relevant benchmark residual land value figure for the SPDZ as detailed in the Confidential Appendix to which the relevant SPDZ Residual Land Value relates;
"Relevant Target Affordable Housing"	means the SPDZ 8A Target Affordable Housing or the PDZ12 Target Affordable Housing depending on the PDZ or SPDZ to which the PDZ Viability Assessment or SPDZ Viability Assessment relates;
"Relevant Target Affordable Rent Levels"	means the rent levels for the Affordable Rented Units agreed or determined pursuant to paragraph 2.1.1 or 3.1.1 of this Schedule (as appropriate) having regard to the matters identified in paragraph 6.3 of Schedule 3;
"Relevant Target Affordable Workspace"	means in respect of SPDZ 8A the proposed quantum of Affordable Workspace, the extent of the discount applied to the market rent of such floorspace, and the duration such discounted rent shall apply having regard to the provision of Affordable Workspace provided in the Development and in the MDC Area;
"Required Affordable Housing Minimum"	means: <ol style="list-style-type: none">1. _____ in respect of PDZ4, 24% of the total number of _____ Residential Units constructed in PDZ4;2. _____ in respect of PDZ5, 30% of the total number of _____ Residential Units constructed in PDZ5;3. _____ in respect of PDZ6, 28% of the total number of _____ Residential Units constructed in PDZ6;4. _____ in respect of SPDZ8A, 28% of the total number of _____ Residential Units constructed in SPDZ8A; and5. _____ in respect of PDZ12, 15% of the total number of _____ Residential Units constructed in PDZ12;

"Scheme Needs"	means the population needs of the Development in terms of provision of Affordable Housing (up to 35% of the Residential Units provided across the Development), acute care, social care, emergency services, Sustainability and any other social infrastructure necessary to meet the needs of the Development (in all cases On-Site or Off-Site) calculated using the data from the most recent population review carried out pursuant to Condition LCS0.252;
"Second PDZ"	[not used]
"Second SPDZ"	[not used]
"Second SZMP"	[not used]
"Social Rented Units"	means as defined in Schedule 3;
"SPDZ1A Family Housing Provision"	[not used];
"SPDZ1B Family Housing Provision"	[not used]
"SPDZ5A Family Housing Provision"	[not used]
"SPDZ5B Family Housing Provision"	[not used]
"SPDZ8A Family Housing Provision"	means 38% of the Residential Units in SPDZ8A to be provided as Family Housing;
"SPDZ8B Family Housing Provision"	[not used]
"SPDZ Gross Development Costs"	in respect of each SPDZ: 1. — the total costs of the Proposed SPDZ Development including any Transferred LLDC Works & Commitments Costs anticipated to be incurred by the Developer Partner in that SPDZ which may include those cost items set out in Appendix 12 and which in the case of: 1.1 — paragraphs 1 and 2 of Appendix 12 will be based on benchmark market data of recent development schemes which in the reasonable opinion of the Cost Consultant are comparable to the Proposed SPDZ Development in terms of type, quantum, construction, specification, density of residential units and sustainability requirements; and 1.2 — paragraphs 3 – 26 of Appendix 12 will be based on Relevant Comparable Evidence;

	<p>2. any LLDC Anticipated Zonal Cost Deficit for that SPDZ identified in the relevant LLDC Zonal Report;</p> <p>together with any Cumulative LLDC Actual Zonal Cost Deficit identified in the relevant LLDC Zonal Report;</p>
<p>"SPDZ Gross Development Values"</p>	<p>means in respect of each SPDZ:</p> <ol style="list-style-type: none">1. the total revenues anticipated to be received by the Developer Partner (including rental, investment and capital receipts) from the Disposal of Market Residential Units, Affordable Housing Units, Non-Residential Units and any units, facilities or land used for other uses (including but not limited to parking spaces) that form part of the Proposed SPDZ Development which shall be based on Relevant Comparable Evidence;2. any Grant Funding Excess Value to be included pursuant to paragraph 6.4.1 of this Schedule;3. any LLDC Anticipated Zonal Cost Credit for that SPDZ identified in the relevant LLDC Zonal Report;4. a notional revenue required to off set in full any Transferred LLDC Works & Commitments Costs for that SPDZ; <p>together with any Cumulative LLDC Actual Zonal Cost Credit identified in the relevant LLDC Zonal Report;</p>
<p>"SPDZ Residual Land Value"</p>	<p>means the residual land value derived as a result of a residual method of valuation taking into account the SPDZ Gross Development Costs and the SPDZ Gross Development Values using Argus Developer or any replacement software to be agreed in advance with the LPA and with reasonable allowance within the valuation for the timing of receipt of SPDZ Gross Development Values and incurrence of SPDZ Gross Development Costs assuming land receipts are paid at the point of LLDC entering into a contract with the Developer Partner to develop the relevant part of the SPDZ;</p>
<p>"SPDZ1A Target Affordable Housing"</p>	<p>[not used];</p>
<p>"SPDZ1B Target Affordable Housing"</p>	<p>[not used]</p>
<p>"SPDZ5A Target Affordable Housing"</p>	<p>[not used]</p>
<p>"SPDZ5B Target Affordable Housing"</p>	<p>[not used]</p>

"SPDZ8A Target Affordable Housing"	means 35% of the Residential Units in SPDZ8A will be Affordable Housing Units of which the Tenure Split is in accordance with the relevant table at paragraph 2 of Schedule 3, the rent levels for the Social Rented Units are in accordance with paragraph 6.1 of Schedule 3, the Affordability Criteria for the Intermediate Units is in accordance with paragraphs 6.4-6.7 of Schedule 3, the rent levels for the Affordable Rented Units are in accordance with the Relevant Target Affordable Rent Levels, and the Unit Size Mix is in accordance with the ranges within the relevant table at paragraph 3 of Schedule 3;
"SPDZ8B Target Affordable Housing"	[not used]
"SPDZ Viability Assessment"	means a viability assessment based on the Proposed SPDZ Development from which the SPDZ Residual Land Value will be derived;
"Sustainability"	means: <ol style="list-style-type: none">1. Offset Solutions (as defined in Schedule 11) where the financial cap set out in paragraph 2.6 of Schedule 11 has been reached; and2. Sustainability Enhancements (as defined in Schedule 11) where the Sustainability Enhancement Cap (as defined in Schedule 11) has been reached
"Tenure Split"	means the split between Social Rented Units, Affordable Rented Units and Intermediate Units;
"Transferred LLDC Works & Commitments Costs"	means where any LLDC Works & Commitments set out in the Original LLDC Budget will actually be carried out by the Developer Partner instead, a sum equal to the amount allocated in the Original LLDC Budget for such LLDC Works & Commitments LESS any associated LLDC fees, contingencies and development management fees;
"Unit Size Mix"	means the split between Family Housing and Non Family Housing for each of the Social Rented Units, the Affordable Rented Units and the Intermediate Units;
"Updated LLDC Zonal Costs"	means in respect of each PDZ and SPDZ the total costs with an annual breakdown for the PDZ or SPDZ as set out in the Original LLDC Budget updated to reflect any anticipated increases or decreases in such costs as at the date of the LLDC Zonal Report;
"Variants"	means: <ol style="list-style-type: none">1. the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units;2. the quantum of Family Housing;

3. ~~in respect of SPDZs 5A (if paragraph 3 applies) and 8A, the quantum of Affordable Workspace, the extent of the discount applied to the market rent for such floorspace and the duration such discounted rent will be applied for; and~~
4. ~~in respect of PDZ5 (if paragraph 2 applies) the quantum of Affordable Workspace, the extent of the discount applied to the market rent for such floorspace and the duration of such discounted rent will be applied for~~

OPERATIVE PROVISIONS

1. ~~LLDC WORKS~~

1.1 ~~LLDC and the LPA shall appoint and retain when necessary for the purposes of this Schedule a suitably qualified cost consultant to undertake the following functions:~~

1.1.1 ~~to certify:~~

- (a) ~~the LLDC Actual Zonal Costs;~~
- (b) ~~the LLDC Actual Site Wide Costs;~~
- (c) ~~the Updated LLDC Zonal Costs;~~
- (d) ~~the LLDC SPDZ Works & Commitments Costs;~~
- (e) ~~each Annual LLDC Report;~~
- (f) ~~each LLDC Zonal Report;~~
- (g) ~~the LGS Benchmark Final Report(s);~~

1.1.2 ~~to provide estimates of PDZ Gross Development Costs and SPDZ Gross Development Costs in relation to paragraphs 1 and 2 of Appendix 12 for inclusion in each PDZ Viability Assessment, SPDZ Viability Assessment, Initial Viability Scenario and Further Viability Scenario~~

~~and the costs of such appointment shall be apportioned as follows:~~

- (a) ~~100% of the costs shall be payable by LLDC where the costs relate to a period when LLDC and the LPA are separate statutory bodies;~~
- (b) ~~the costs shall be split 50/50 where the costs relate to a period when LLDC and the LPA are different functions of the same statutory body~~

1.2 ~~By the earlier of 31 December 2014 or the date on which LLDC complies with paragraph 3.1.1 in respect of the first ZMP to come forward in respect of any of PDZ 5 and 8, LLDC shall submit to the LPA the LLDC SPDZ Works & Commitments Costs having calculated such LLDC SPDZ Works & Commitments Costs by taking the LLDC Zonal Works & Commitments Costs allocated for PDZs 5 and 8 and further allocating or dividing them between each of the SPDZs 5A, 5B and 8A such that appropriate LLDC Zonal Works & Commitments Costs are allocated to each SPDZ.~~

1.3 ~~By 31 January in each year following Commencement of Development until Completion of the Development, LLDC shall submit to the LPA an Annual LLDC Report every 12~~

~~(twelve) months in respect of the 12 (twelve) month period ending on the previous 31 December.~~

~~1.4 — Where any LLDC Actual Site Wide Cost Credit, LLDC Actual Site Wide Cost Deficit or Updated LLDC Zonal Costs have arisen due to the date on which the costs are incurred for any or all of the relevant LLDC Works & Commitments for that PDZ or SPDZ being delayed or brought forward early and such delayed or early date is not in accordance with the Outline Phasing Plan and/or Development Parcel Phasing Plan, LLDC shall at the same time as Complying with paragraph 2.1.1 or paragraph 3.1.1 submit to the LPA an application to vary the Outline Phasing Plan pursuant to Condition LCS0.49 and/or vary the Development Parcel Phasing Plan pursuant to Condition LCS0.53.~~

~~1A. — **PDZ4 AND PDZ5**~~

~~1A.1 — A viability review mechanism pursuant to this Schedule 15 shall not be carried out in respect of PDZ4 or PDZ 5 and instead the Affordable Housing Units in the PDZ4 and PDZ 5 shall be constructed in accordance with the quantum, unit size mix, tenure split, rent levels of the Affordable Rented Units as set out in paragraphs 1-3 (as applicable) and 6 of Schedule 3.~~

~~2. — **PDZ VIABILITY REVIEW FOR PDZ 12**~~

~~2.1 — Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of the ZMP for PDZ 12:~~

~~2.1.1 — LLDC shall submit to the LPA for agreement:~~

- ~~(a) — the LLDC Zonal Report~~
- ~~(b) — the PDZ Gross Development Costs~~
- ~~(c) — the PDZ Gross Development Values~~
- ~~(d) — the Relevant Target Affordable Rent Levels~~

~~for the relevant PDZ Viability Assessment to the LPA for agreement **PROVIDED THAT** if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply;~~

~~2.1.2 — LLDC shall carry out the PDZ Viability Assessment for that PDZ using the PDZ Gross Development Costs, the PDZ Gross Development Values and the Relevant Target Affordable Rent Levels agreed or determined pursuant to paragraph 2.1.1 and submit such PDZ Viability Assessment to the LPA;~~

~~2.1.3 — LLDC shall as part of the PDZ Viability Assessment for that PDZ confirm whether the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark;~~

~~2.2 — In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is likely to achieve the Relevant PDZ Benchmark, the ZMP for that PDZ shall be prepared on the basis of the Relevant Target Affordable Housing, the Relevant Family Housing Provision for that PDZ.~~

~~2.3 — In the event the PDZ Viability Assessment submitted pursuant to paragraph 2.1 indicates that the Proposed PDZ Development is not likely to achieve the Relevant PDZ Benchmark the following provisions shall apply:~~

~~2.3.1 — LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;~~

- ~~2.3.2 — On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the Initial Viability Scenarios;~~
- ~~2.3.3 — Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 2.3.2 and whether or not they approve one of the Preferred Initial Viability Scenarios;~~
- ~~2.3.4 — Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units, the quantum of Family Housing for that PDZ;~~
- ~~2.3.5 — Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:~~
- ~~(a) — at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ;~~
 - ~~(b) — within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters for that PDZ pursuant to paragraph 2.3.5(a), LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that PDZ;~~
 - ~~(c) — where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters for that PDZ, the Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters shall be determined by the Expert pursuant to Clause 13;~~
 - ~~(d) — where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for that PDZ, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;~~
 - ~~(e) — within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 2.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the PDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant PDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant PDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;~~
 - ~~(f) — where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e), the ZMP for that PDZ shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix~~

~~and Affordability Criteria of the Affordable Housing Units, the quantum of Family Housing for that PDZ;~~

- ~~(g) — where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 2.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 2.3 shall be used for the preparation of the ZMP for that PDZ shall be determined by the Expert in accordance with Clause 13.~~

~~3. — SPDZ VIABILITY REVIEW FOR PDZ8~~

~~3.1 — Not more than 12 (twelve) months but not less than 3 (three) months prior to the anticipated submission of the ZMP for PDZ 8:~~

~~3.1.1 — LLDC shall submit to the LPA for agreement:~~

- ~~(a) — the LLDC Zonal Report;~~
- ~~(b) — the SPDZ Gross Development Costs;~~
- ~~(c) — the SPDZ Gross Development Values;~~
- ~~(d) — the Relevant Target Affordable Rent Levels; and~~
- ~~(e) — the Relevant Target Affordable Workspace;~~

~~for the SPDZ Viability Assessment **PROVIDED THAT** if agreement in writing is not reached within 20 (twenty) Working Days the provisions of Clause 13 shall apply;~~

~~3.1.2 — LLDC shall carry out the SPDZ Viability Assessment for PDZ8 using the SPDZ Gross Development Costs, the SPDZ Gross Development Values, the Relevant Target Affordable Rent Levels agreed or determined pursuant to paragraph 3.1.1 and the Relevant Target Affordable Workspace and submit such SPDZ Viability Assessment to the LPA;~~

~~3.1.3 — LLDC shall as part of the SPDZ Viability Assessment for PDZ8 confirm whether the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark;~~

~~3.2 — In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is likely to achieve the Relevant SPDZ Benchmark, the ZMP for PDZ8 shall be prepared on the basis of the Relevant Target Affordable Housing, the Relevant Family Housing Provision, agreed or determined pursuant to paragraph 3.1, and the Relevant Target Affordable Workspace.~~

~~3.3 — In the event the SPDZ Viability Assessment submitted pursuant to paragraph 3.1 indicates that the Proposed SPDZ Development is not likely to achieve the Relevant SPDZ Benchmark the following provisions shall apply:~~

~~3.3.1 — LLDC shall submit to the LPA the Initial Viability Scenarios and shall indicate to the LPA in writing which one or more of the Initial Viability scenarios are Preferred Initial Viability Scenarios and the reasons for such preference;~~

- ~~3.3.2 — On receipt of the Initial Viability Scenarios, the LPA shall consult the relevant Host Boroughs and the GLA on the Initial Viability Scenarios;~~
- ~~3.3.3 — Within 40 (forty) Working Days of receipt of the Initial Viability Scenarios, the LPA shall confirm to LLDC the outcome of the consultation carried out pursuant to paragraph 3.3.2 and whether or not they approve any of the Preferred Initial Viability Scenarios;~~
- ~~3.3.4 — Where the LPA approves one of the Preferred Initial Viability Scenarios, the ZMP for PDZ8 shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Preferred Initial Viability Scenario;~~
- ~~3.3.5 — Where the LPA does not approve any of the Preferred Initial Viability Scenarios, the following provisions shall apply:~~
- ~~(a) — at the same time as confirming that it does not approve any of the Preferred Initial Viability Scenarios, the LPA shall submit to LLDC for approval the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters for and the Relevant Affordable Workspace Parameters;~~
 - ~~(b) — within 10 (ten) Working Days of receipt of the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and the Relevant Family Housing Parameters and the Relevant Affordable Workspace Parameters pursuant to paragraph 3.3.5(a), LLDC shall confirm whether or not it approves the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Family Housing Parameters and/or Relevant Affordable Workspace Parameters;~~
 - ~~(c) — where LLDC does not approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters and/or the Relevant Affordable Workspace Parameters, the Hierarchy, Relevant Affordable Housing Parameters, the Relevant Family Housing Parameters and the Relevant Affordable Workspace Parameters shall be determined by the Expert pursuant to Clause 13;~~
 - ~~(d) — where LLDC does approve the proposed alternative Hierarchy, Relevant Affordable Housing Parameters and/or the Relevant Affordable Workspace Parameters, LLDC shall within 10 (ten) Working Days prepare the Further Viability Scenarios and shall indicate to the LPA which is LLDC's preferred Further Viability Scenario and the reasons for such preference;~~
 - ~~(e) — within 20 (twenty) Working Days of receipt of the Further Viability Scenarios pursuant to paragraph 3.3.5(d), the LPA shall confirm whether or not it approves any of the Further Viability Scenarios and FOR THE AVOIDANCE OF DOUBT in deciding which Further Viability Scenario to approve, the LPA shall have regard to the Further Viability Scenario(s) that would enable the Relevant SPDZ Benchmark to be achieved or, in the event none of the Further Viability Scenarios would result in the Relevant SPDZ Benchmark being achieved, the Further Viability Scenario that is closest to the Relevant SPDZ Benchmark being achieved but FOR THE FURTHER AVOIDANCE OF DOUBT the LPA shall not be obliged to approve such Further Viability Scenario;~~

- (f) where the LPA approves one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e), the ZMP for PDZ8 shall be prepared on the basis of the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing and the quantum level of rent discount and the duration of the rent discount of the Affordable Workspace as set out in the approved Further Viability Scenario;
- (g) where the LPA does not approve one of the Further Viability Scenarios in accordance with paragraph 3.3.5(e) or where the LPA approves a Further Viability Scenario that LLDC considers does not achieve the joint aims of achieving a PDZ Residual Land Value or SPDZ Residual Land Value that matches the Relevant PDZ Benchmark or Relevant SPDZ Benchmark (as appropriate) and securing the optimum affordable housing offer, the decision as to which Further Viability Scenario submitted pursuant to this paragraph 3.3 shall be used for the preparation of the ZMP for PDZ8 shall be determined by the Expert in accordance with Clause 13;

4. SUBMISSION OF ZMPS AND EXPIRY OF ZMPS

4.1 Save in respect of PDZ4 and PDZ 5, no ZMP or SZMP shall be submitted to the LPA for approval pursuant to Condition LCS0.1 unless and until paragraph 2 or 3 of this Schedule (as appropriate) has been complied with and for the avoidance of doubt no viability review mechanism pursuant to paragraph 2 or 3 shall be carried out in respect of PDZ 4 or PDZ 5 and the following provisions of this paragraph 4 shall not apply to PDZ4 or PDZ 5:

4.2 Where a contract(s) has not been let by the relevant Developer Partner for the construction of all of the Residential Units that form the Development in the first phase of any PDZ or SPDZ (as such first phase may be identified in the Development Parcel Phasing Plan approved pursuant to Condition LCS0.50) within 5 (five) years of the date on which the quantum, Tenure Split, Unit Size Mix and Affordability Criteria of the Affordable Housing Units and the quantum of Family Housing for SPDZ 8A, the quantum, level of rent discount and the duration of the rent discount of the Affordable Workspace were determined for that PDZ or SPDZ in accordance with paragraph 2 or 3 of this Schedule (as applicable), the ZMP or SZMP (as appropriate) shall be deemed to have expired and LLDC shall be required to resubmit the ZMP or SZMP for that PDZ or SPDZ and comply with the provisions of paragraph 2 or 3 of this Schedule (as applicable);

5. EXCESS CONTRIBUTION

5.1 There shall be no Completion of more than 75% of the Final PDZ Consented Development until:

5.1.1 LLDC has submitted to the LPA the LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and

5.1.2 in the event the LCS Benchmark Final Report submitted pursuant to 5.1.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution

5.2 If the LCS Benchmark Final Report submitted pursuant to paragraph 5.1.1 indicates that the LCS Benchmark has not been achieved, there shall be no Completion of more than 95% of the Final PDZ Consented Development until:

5.2.1 LLDC has submitted to the LPA a further LCS Benchmark Final Report and such report is deemed approved pursuant to paragraph 5.3; and

~~5.2.2 in the event the LCS Benchmark Final Report submitted pursuant to paragraph 5.2.1 above indicates that the LCS Benchmark has been achieved, LLDC has paid to the LPA the Excess Contribution~~

~~5.3 Each LCS Benchmark Final Report submitted pursuant to paragraphs 5.1 and 5.2 of this Schedule shall be deemed to be approved by the LPA unless the LPA notifies LLDC in writing within 10 Working Days that in its view there is an error in the calculations referred to in limb 4. of the definition of LCS Benchmark Final Report. Where such notice is given by the LPA, LLDC shall review and correct any error in the calculations and resubmit the LCS Benchmark Final Report to the LPA within a further 10 Working Days and this paragraph 5.3 shall apply to the resubmitted LCS Benchmark Final Report.~~

~~5.4 The LPA shall~~

~~5.4.1 apply any Excess Contribution received pursuant to this paragraph 5 towards meeting Scheme Needs;~~

~~5.4.2 consult with LLDC on which Scheme Needs to apply the Excess Contribution towards and take account of any reasonable comments received from LLDC in writing; and~~

~~5.4.3 report to LLDC on how any and all parts of the Excess Contribution have been applied or committed and how this will meet some or all of the Scheme Needs; and~~

~~5.4.4 in the event some or all of such sums remain unspent or uncommitted 3 years after such sum is paid to the LPA pursuant to paragraph 5.1.2 or 5.2.2, the LPA shall return such unspent or uncommitted sums to LLDC.~~

~~6. GRANT FUNDING~~

~~6.1 LLDC shall notify the LPA in writing within 10 (ten) Working Days of any application for Grant Funding being approved, such notice to include details of:~~

~~6.1.1 the amount of Grant Funding secured; and~~

~~6.1.2 the PDZ or SPDZ to which such Grant Funding relates.~~

~~6.2 Within 20 (twenty) Working Days of submitting the notice pursuant to paragraph 6.1, LLDC shall submit to the LPA for approval a report outlining whether or not there will be any Grant Funding Excess Value and, if so, how much.~~

~~6.3 Where the LPA confirms in writing that it does not approve the report submitted pursuant to paragraph 6.2 or where the LPA fails to confirm that it approves the report within 20 (twenty) Working Days of receipt, the matter shall be determined by the Expert in accordance with Clause 13.~~

~~6.4 Where any Grant Funding Excess Value is agreed or determined:~~

~~6.4.1 such Grant Funding Excess Value shall be carried forward as a PDZ Gross Development Value or SPDZ Gross Development Value (as appropriate) in the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark PROVIDED THAT only so much of the Grant Funding Excess Value shall be carried forward as is required to meet the Relevant PDZ Benchmark or Relevant SPDZ Benchmark and any excess shall be carried forward into the next PDZ Viability Assessment or SPDZ Viability Assessment which indicates that the Proposed PDZ~~

~~Development or Proposed SPDZ Development (as appropriate) is not likely to achieve the Relevant PDZ Benchmark or Relevant SPDZ Benchmark; and~~

~~6.4.2 — where any Grant Funding Excess Value is identified or is remaining following the approval of the last ZMP or SZMP:~~

~~(a) — such amount(s) shall be ring-fenced for investment in affordable housing in the MDC Area); and~~

~~(b) — LLDC shall report in writing to the LPA on how such amount(s) have been reinvested, such report to be provided not less than once every 12 months commencing with the date of approval of the last ZMP or SZMP until such amount(s) is spent or committed.~~

~~6.5 — For the avoidance of doubt an application for Grant Funding may be made in respect of a PDZ or SPDZ where the Affordable Housing provided within the relevant PDZ or SPDZ exceeds the Required Affordable Housing Minimum.~~

~~7. — REMIT OF EXPERT~~

~~7.1 — Where any matter is to be determined by the Expert pursuant to this Schedule, the Expert shall take into account the joint aims of:~~

~~7.1.1 — achieving a PDZ Residual Land Value or SPDZ Residual Land Value (as appropriate) that matches the Relevant PDZ Benchmark; and~~

~~7.1.2 — securing the optimum affordable housing offer.~~

~~8. — CONFIDENTIALITY~~

~~8.1 — LLDC and the LPA acknowledge that the Confidential Appendix and any data, reports, updates, assessments, papers and any other information prepared and/or submitted to either party in respect of the obligations in paragraphs 1 to 7 above are confidential and are commercially sensitive to LLDC and accordingly neither LLDC or the LPA shall release any such data, reports, updates, assessments, papers and any other information to a third party save that LLDC may disclose any such data, reports, updates, assessments, papers and any other information to Developer Partners unless and to the extent that:~~

~~8.1.1 — it is required to do so as a matter of law; and~~

~~8.1.2 — it has obtained the written consent to such release from the other.~~

LLDC COVENANTS

Provision	Description
Clause 2.6	To enter into such deed as contemplated by Clause 2.5
Clause 4.2	To enter into the Supplemental Section 106 Agreement
Clause 5.1.3	To enter into the Supplemental Section 106 Agreement
Clause 5.3	To observe and continue the aims and objectives of LLDC in promoting the Development

Schedule 2 – Transport	
Paragraph 1.1	Payment of the Bus Infrastructure Contribution to TfL
Paragraph 1.11	Provision of information to TfL
Paragraph 2.1	Payment of the Bus Service Enhancement Contribution to the LPA
Paragraph 2.3	To use Reasonable Endeavours to agree the Bus Infrastructure Programme
Paragraph 2.4	Agree the Bus Infrastructure Programme
Paragraph 2.7	Agree any such other locations or in any such other number of locations the Bus Infrastructure
Paragraph 7.1.1	Establishment of the LTG by no later than 31 December 2012
Paragraph 7.1.4	To use Reasonable Endeavours to ensure that the LTG shall exist from establishment until 31 December 2031 unless otherwise agreed with the LPA
Paragraph 7.2.2	Closure of the LTG Account
Paragraphs 7.3.1 and 7.3.2	Deposit into the LTG Account the Stratford Regional Station Contribution
Paragraph 7.4.1	Deposit into the LTG Account the Hackney Wick Station Contribution
Paragraph 7.5.1	Deposit into the LTG Account the Offsite Junctions and Connections Contribution
Paragraph 7.6.10	Agreement as to whether the Hackney Wick Station Works have a realistic prospect of being progressed
Paragraph 7.6.11	Agreement as to whether the Stratford Regional Station Works are likely proceed
Paragraph 8	Monitoring and review
Schedule 7 – SNT and Community Facilities	
Paragraph 4.1	Community Participation Strategy
Paragraphs 4.2.1 and 4.2.2	LCS Community Facilities Strategy Consultation
Paragraphs 4.2.4 and 4.2.5	LCS Community Facilities Strategy Revision Consultation
Schedule 8 – Education	
Paragraph 3.1.1	To carry out the A1 Education Review

Paragraph 3.2.1	Commence the A1 Education and Infrastructure Consultations
Paragraph 3.2.3	Carry out the A1 Education and Infrastructure Consultations and prepare the A1 Education and Infrastructure Report
Paragraph 3.2.4	Pay to the LPA the A1 Social Infrastructure Contribution and any Early Release Contribution
Paragraph 3.2.6(a)	To carry out the A2 Education Review
Paragraph 3.2.7(a)	Commence the A2 Education and Infrastructure Consultations
Paragraph 3.2.8	Carry out the A2 Education and Infrastructure Consultations and prepare the A2 Education and Infrastructure Report
Paragraph 3.2.9	Pay to the LPA the A2 Education Contribution and the A2 Social Infrastructure Contribution
Paragraph 3.2.11(a)	Commence the A3 Social Infrastructure Consultation
Paragraph 3.2.12	Carry out the A3 Social Infrastructure Consultation and prepare the A3 Social Infrastructure Report
Paragraph 3.2.13	Pay to the LPA the Unspent Social Infrastructure Contribution A
Paragraph 3.3.1	Commence the B1 Social Infrastructure Consultation
Paragraph 3.3.3	Carry out the B1 Social Infrastructure Consultation and prepare the B1 Social Infrastructure Report
Paragraph 3.3.4	Pay to the LPA the B1 Social Infrastructure Contribution
Paragraph 3.3.6(a)	To carry out the B2 Education Review
Paragraph 3.3.7(a)	Commence the B2 Education and Infrastructure Consultations
Paragraph 3.3.8	Carry out the B2 Education and Infrastructure Consultations and prepare the B2 Education and Infrastructure Report
Paragraph 3.3.9	Pay to the LPA the B2 Education Contribution and the B2 Social Infrastructure Contribution
Paragraph 3.3.11(a)	Commence the B3 Social Infrastructure Consultation
Paragraph 3.3.12	Carry out the B3 Social Infrastructure Consultation and prepare the B3 Social Infrastructure Report
Paragraph 3.3.13	Pay to the LPA the Unspent Social Infrastructure Contribution B

Paragraphs 7.1 to 7.5 (inclusive) and paragraph 7.7	Post Education Contribution
Paragraph 8.5	General requirements on the carrying out of the consultations
Schedule 9 – Employment and Training	
Paragraph 4.1	Establish and thereafter operate LCSCPG
Paragraph 4.3	Deposit into the LCSCPG Account the first instalment of the LCSCPG Contribution
Paragraph 4.5	Deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution as identified in the relevant LCS Careers Programmes for each respective LCS Operational Periods
Paragraph 4.6	Deposit into the LCSCPG Account the relevant instalment of the LCSCPG Contribution needed to meet the cost of delivering such Additional Employment Measures
Paragraph 4.7	Pay any remaining funds in the LCSCPG Account to the LPA
Paragraphs 5.1.1 to 5.1.4 (inclusive)	Establishing and operating the LCSCPG Account
Paragraph 5.2	Mechanics for draw down from the LCSCPG Account
Paragraph 5.3	Closure of the LCSCPG Account
Paragraph 6.1	Submission to the LCSCPG and to the LPA of the first LCS Careers Programme for the first LCS Operational Period
Paragraphs 6.3 and 6.4	Submission to LCSCPG and to the LPA of the next LCS Careers Programme for the next LCS Operational Period
Paragraphs 6.5 – 6.7 (inclusive)	Implementation of each LCS Careers Programme and content of each LCS Careers Programme
Paragraphs 7.1 and 7.2	Monitoring and review
Schedule 10 – Green Infrastructure – BAP and Publicly Accessible Open Space	
Paragraph 1.1.1	To use Reasonable Endeavours to provide 49.1ha of BAP Habitat within the Olympic Park
Paragraph 1.1.2	To provide no less than 45ha of BAP Habitat in the Olympic Park
Paragraph 1.2.1	To prepare and submit to the LPA for Approval a Biodiversity Action Plan for the Olympic Park
Paragraph 1.2.3	To use Reasonable Endeavours to liaise with Lee Valley Regional Park Authority, Canal & River Trust and the London Borough of Hackney (as land owner

	of part of the Non LLDC Land) and any other owners of Non LLDC Land in the preparation of the Biodiversity Action Plan
Paragraph 1.2.5	To determine whether an update is required to the Biodiversity Action Plan and, if so required, prepare an update to the Biodiversity Action Plan
Paragraph 1.3.1	At the same time as submitting the Biodiversity Action Plan, submit to the LPA for Approval the mechanism for monitoring the BAP Habitat
Paragraph 2.1.1	To use Reasonable Endeavours to ensure the provision of 110ha of PAOS within the Olympic Park
Paragraph 2.1.2	To provide no less than 102ha of PAOS in the Olympic Park
Paragraph 2.2.1	To prepare and submit to the LPA for Approval a PAOS Plan for the Olympic Park
Paragraph 2.2.3	To use Reasonable Endeavours to liaise with any owners of Non LLDC Land in the preparation of the PAOS Plan
Paragraph 2.2.5	To determine whether an update is required to the PAOS Plan and, if so required, prepare an update to the PAOS Plan
Paragraph 2.3.1	At the same time as submitting the PAOS Plan, submit to the LPA for Approval the mechanism for monitoring the PAOS
Schedule 11 – Sustainability	
Paragraph 1	To use Reasonable Endeavours to extend the District Heating Network to allow the connection of all buildings to be constructed in PDZs 8 and PDZ 12
Paragraph 3.1	To work with Thames Water in the carrying out of the Thames Water Study and the Old Ford Study and to use Reasonable Endeavours to supply the Development with non-potable water from the Old Ford Facility
Paragraph 3.2	To provide a written report to the LPA within 12 (twelve) months of 28th September 2012 and supplemental written reports not less than once every 12 (twelve) months thereafter outlining the steps LLDC has taken to satisfy the obligations in paragraph 3.1
Paragraph 3.3	To carry out, diligently proceed with and complete the Old Ford Study and submit the same to the LPA for Approval
Paragraph 3.5	In the event it is feasible to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6, to make and diligently pursue applications for all necessary

	consents and, subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6
Paragraph 3.6	In the event it is feasible to extend the Old Ford Facility to serve the Development in PDZs 8 and PDZ 12, to make and diligently pursue applications for all necessary consents and, subject to obtaining all necessary consents, to carry out such works as are necessary to use the Old Ford Facility to serve the Development in PDZs 8, PDZ and 12
Paragraph 3.7	In the event it is not feasible to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 and/or extend the Old Ford Facility to serve the Development in PDZs 1A, 8 and PDZ 12, to work with Thames Water (or such other operator of the Old Ford Facility) to ascertain whether the Old Ford Facility could be utilised for other uses within the Olympic Park
Paragraph 3.8	To apply so much of the Sustainability Contribution as is remaining at the time on incorporating into the Development alternative measures to reduce potable water use and to provide the LPA with a report every 12 (twelve) months
Paragraph 3.9	To work with the Developer to use the Old Ford Facility to serve the Development in PDZs 4, 5 and 6 and/or to extend the Old Ford Facility to serve the Development in PDZs 8 and PDZ 12 or incorporate into the Development alternative measures to reduce potable water use
Paragraphs 5.2 and 5.3	To prepare the Sustainability Enhancements Report
Paragraph 5.5.1	To use Reasonable Endeavours to agree which Sustainability Enhancements, if any, shall be included in which of the Remaining PDZs
Paragraph 5.8	Joint appointment of the Sustainability Cost Consultant
Schedule 12 – Public Art and Cultural Events	
Paragraphs 1.1 and 1.2	Arts Co-ordinator
Paragraph 2.1	Submission of Site Wide Public Art and Cultural Events Strategy
Paragraph 2.3	Review of Site Wide Public Art and Cultural Events Strategy
Paragraphs 3.1 and 3.2	Submission of Zonal Public Art and Cultural Events Strategy and conformity with the Approved Site Wide Public Art and Cultural Events Strategy

Paragraph 4.1.1	Procurement of New Public Art
Paragraph 5.1.1	Consult with the LPA on the detailed planning of each Cultural Event
Paragraph 5.1.3	Any additional Cultural Event to be held in accordance with the Zonal Public Art and Cultural Events Strategy and a Cultural Event Report to be submitted to the LPA
Paragraph 5.2	Any profits to be added to the Arts Fund
Paragraph 6	Arts Fund
Schedule 15 – Viability	
All paragraphs, being paragraphs 1 to 7 inclusive	Viability review mechanism

THE COMMON SEAL of THE OLYMPIC)
DELIVERY AUTHORITY was hereunto)
affixed in the presence of:)

Authorised signatory

THE COMMON SEAL of THE LONDON)
LEGACY DEVELOPMENT CORPORATION)
was hereunto affixed in the presence of:)

Authorised signatory

Executed as a deed by affixing the)
common seal of)
TRANSPORT FOR LONDON)
in the presence of:)

Authorised signatory

APPENDIX 1

PLAN OF THE SITE AND PLANNING DELIVERY ZONES

APPENDIX 2
PLAN SHOWING THE OLYMPIC PARK

APPENDIX 3
PLAN SHOWING THE DEVELOPER'S LAND

APPENDIX 4
[NOT USED]

APPENDIX 5
DEVELOPMENT PARCEL PLAN

APPENDIX 6
MDC AREA

APPENDIX 7
[NOT USED]

APPENDIX 8

BUS INFRASTRUCTURE AND BUS SERVICE ENHANCEMENT PLAN

APPENDIX 9

LTG OPERATING PROCEDURES

1. INTERPRETATION AND DEFINITIONS

1.1 Save where provided otherwise, words and expressions used in these Operating Procedures have the meaning assigned to them in Clause 1 of, and in Schedule 2 to, this Agreement.

1.2 For the purposes of these Operating Procedures, the following words and expressions have the meanings assigned

"CTMG" means the Construction Transport Management Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to consider transport planning issues and traffic management issues relevant to the construction of the Development and to consider and agree procedures to enable transport and traffic management schemes to be developed, reviewed and approved for implementation;

"CTMP" means the Construction Transport Management Plan to be prepared and submitted to the LPA for approval pursuant to Condition LCS0.58;

"HWSWG" means the Hackney Wick Station Working Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to assist the LTG in administering and prioritising the Hackney Wick Station Works;

"LTGDC" means the regeneration agency for east London formally known as the London Thames Gateway Development Corporation;

"Network Rail" means the company limited by guarantee of that name;

"OPTEMS Strategy" means the document of that name as from time to time prepared, agreed and approved pursuant to paragraph 6 of the Olympic Section 106 Agreement;

"SRSWG" means the Stratford Regional Station Working Group to be established by the LTG pursuant to paragraph 9.3 of these Operating Procedures in order to assist the LTG in administering and prioritising the Stratford Regional Station Works;

"STIG" means the Stratford Transport Implementation Group set up pursuant to the section 106 agreement in respect of the Stratford City Development;

- "Stratford City Development"** means the large mixed-use development pursuant to the Stratford City Planning Permissions;
- "Stratford City Planning Permissions"** means the following planning permissions:
1. P/03/0607 granted by the London Borough of Newham;
 2. 06/90017/VARODA granted by the LPA;
 3. 07/90023/VARODA granted by the LPA;
 4. 10/90651/VARODA granted by the LPA;
 5. 10/90641/EXTODA granted by the LPA; and
 6. any subsequent planning permissions granted pursuant to section 74 of the 1990 Act;
- "Stratford Metropolitan Masterplan"** means the document of that named approved by the London Borough of Newham on 16 December 2010;
- "Transport Assessment"** means the transport assessment submitted in support of the Application dated September 2011 and the transport assessment addendum submitted in February 2012;
- "ZCTMP"** means the Zonal Construction Transport Management Plan to be prepared and submitted to the LPA for approval pursuant to Condition LCS0.59.

2. AIMS AND OBJECTIVES OF LTG

2.1 The LTG will have the following aims and objectives:

- 2.1.1 to administer, prioritise and approve funding for appropriate transport schemes identified to mitigate the defined transport effects of the Development. The types of transport schemes that could receive funding through the LTG are detailed further in paragraph 6 below;
- 2.1.2 to effectively manage and support Members of the LTG in bringing forward transport mitigation schemes which would assist in:
- (a) as a primary objective of the LTG, mitigating the transport impacts of the Development through improving and promoting connectivity between the Site and the adjacent communities by improved pedestrian and cyclist facilities and accessibility to local public transport interchanges;
 - (b) reducing private vehicle trips to and from the Development;
 - (c) promoting sustainable transport modes; and

- (d) addressing the impacts of the Development generally;
- 2.1.3 to review and assess the Review Report submitted by the Developer to the LTG pursuant to paragraph 3.1 of Schedule 2 to this Agreement;
- 2.1.4 to review and assess (in order to inform the LTG's priorities, aims and objectives) the annual review report submitted by LLDC to the LTG pursuant to paragraph 8.1 of Schedule 2 to this Agreement;
- 2.1.5 to review and assess (in order to inform the LTG's priorities, aims and objectives) the monitoring and review report submitted by LLDC to the LTG pursuant to paragraph 8.3 of Schedule 2 to this Agreement;
- 2.1.6 to review and assess (in order to inform the LTG's priorities, aims and objectives) any reports submitted to the LTG pursuant to the Planning Permission;
- 2.1.7 to take on the responsibilities of the OPTEMS Group. The aims and objectives of the OPTEMS Group are detailed in paragraph 5 of Schedule 4 to the Olympic Section 106 Agreement and the LTG will be able to spend the Unspent OPTEMS Contribution on transport schemes that are in accordance with the latest OPTEMS Strategy and/or aims and objectives of the former OPTEMS Group; and
- 2.1.8 to work closely with STIG, or its replacement. If a mitigation or connectivity scheme is proposed at locations affected by both the Stratford City Development and the Development, the LTG will review how any composite scheme may be capable of being developed for implementation such as to enable the Development to proceed and the Stratford City Development to proceed and the appropriate level of funding from the LTG Funds would reflect any additional requirements which would not have arisen but for the Development.
- 2.2 A transport mitigation scheme proposed by a Member of the LTG shall not be considered to fall within the aims and objectives of the LTG if it can be reasonably demonstrated that such scheme falls within one of the following categories:
 - 2.2.1 the measures directly required to accommodate the operational requirements of construction as defined through the CTMG, the developing CTMP and the ZCTMPs (as required by Conditions LCS0.58 and LCS0.59), provided always that, where indirect effects are identified during construction as a result of reassignment of flows due to these construction requirements any additional or enhanced works will be allocated to the scope of the LTG; and/or
 - 2.2.2 the direct operational requirements of the Olympic Park which are required for the Post-Games Transformation Phase save in respect of an Unspent OPTEMS Contribution; and/or
 - 2.2.3 the measures that do not mitigate the transport impacts of the Development.
- 2.3 The LTG is not to approve funding to any transport mitigation scheme within the Site unless otherwise agreed by the LPA and LLDC at the LTG meeting where the transport mitigation scheme is being considered.
- 2.4 When carrying out the aims and objectives referred to in paragraph 2.1 of this Appendix, the LTG will have regard to the following:
 - 2.4.1 the primary objective of mitigating the impact of the Development on transport infrastructure in the local area including on the strategic transport network;

- 2.4.2 a commitment to the sustainability of the Development;
- 2.4.3 the efficient and effective application of funding (including any funding outside LTG which may be available) available to Members of the LTG for transport and related improvements in the vicinity of the Development;
- 2.4.4 the maximisation of any funding outside LTG available for any of the works or measures provided that such objective shall not require any such funding outside LTG to be made available;
- 2.4.5 the Development's relationship to existing transport schemes and programmes together with committed improvements arising from other developments in order to ensure a coordinated approach to manage the transport network;
- 2.4.6 a focus on transport schemes which are community based and local in nature, in a way that supports the LCS and ensures movement across the transport networks;
- 2.4.7 providing assistance to the Host Boroughs in prioritising and programming schemes over time by identifying and funding mitigation;
- 2.4.8 the statutory and regulatory framework in relation to a proposed measure and any statutory powers, obligations and restrictions upon any Member(s) of the LTG having a relevant statutory interest and/or a material commercial interest in relation to any proposed measure.

3. **LTG MEMBERSHIP**

3.1 At the request of LLDC (such request to be by no later than 16 November 2012), the following organisations will be invited in writing by the LPA to be a Member of the LTG:

- 3.1.1 the LPA;
- 3.1.2 LLDC;
- 3.1.3 the Host Boroughs; and
- 3.1.4 TfL.

3.2 At any time following its establishment, the LTG may also invite (if voted for by the LTG) the following to become a Member of the LTG:

- 3.2.1 any third party organisation who from time to time is reasonably required and who is to have a vote in any LTG meeting; and
- 3.2.2 any third party organisation who from time to time is reasonably required and who is to have a non-voting presence in any LTG meeting

and any organisation invited to become a Member of the LTG pursuant to this paragraph 3.2 may be removed through a vote of the LTG at any time following the reason for the organisation to be invited to become a Member of the LTG no longer subsists.

3.3 Each Member of the LTG shall be entitled to nominate the following numbers of representatives:

- 3.3.1 the LPA – one (who shall be in addition to the Chair);
- 3.3.2 LLDC – two;

- 3.3.3 the Host Boroughs – one each;
 - 3.3.4 TfL – two; and
 - 3.3.5 any third party organisation agreed as requiring a vote in paragraph 3.2.1 of this Appendix – one each.
- 3.4 Each Member of the LTG shall be entitled to the following allocation of votes:
- 3.4.1 the Chair – one vote and, in the event of a tie in the voting, a casting vote,
 - 3.4.2 the LPA – one vote;
 - 3.4.3 LLDC – two votes;
 - 3.4.4 the Host Boroughs – one vote each;
 - 3.4.5 TfL – two votes; and
 - 3.4.6 any third party organisation agreed as requiring a vote in paragraph 3.2.1 of this Appendix – one vote each.
- 3.5 In the event a Member of the LTG who is entitled to have more than one representative attend a meeting of the LTG only has a single representative at a meeting, then the vote of that single representative shall be classed as two votes in accordance with the allocation of votes in paragraph 3.4 of this Appendix.
- 3.6 The approval of the LTG may only be given on the basis of a majority vote and shall be consistent with the aims and objectives of the LTG set out in paragraph 2 of this Appendix.
- 3.7 All Members of the LTG shall have the right to participate fully in the aims and objectives of the LTG as set out in paragraph 2 of this Appendix. If a representative of a Member of the LTG is unable to attend then a substitute representative for that Member of the LTG will be permitted upon prior notice being given to the Chair of LTG.
- 3.8 Membership of the LTG will be for a minimum term agreed by LLDC and the LPA from time to time in order to ensure so far as practicable consistency and continuity in relation to the matters to be undertaken by the LTG.
- 3.9 Upon the expiry of any representative's term of office or in the event that any person resigns as a representative of any Member of the LTG or is otherwise unable to continue his/her duties for any reason, then LLDC will invite the relevant Member of the LTG to nominate a replacement representative to replace him or her as a representative of the Member of the LTG.
- 3.10 The LTG shall be considered established for the purposes of paragraph 7.1.1 of Schedule 2 to this Agreement upon the date of the first meeting of the LTG following the invitations issued by LLDC pursuant to paragraph 3.1 of this Appendix.

4. THE CHAIR OF THE LTG

The Chair of the LTG shall be a representative from the LPA (who shall be in addition to the representative of the LPA pursuant to paragraph 3.3 of this Appendix).

5. MEETINGS OF THE LTG

- 5.1 The LTG will meet at least every 6 (six) months or more frequently if agreed by the LTG. The first meeting to take place within 2 (two) months of LLDC inviting the organisations to be Members of the LTG pursuant to paragraph 3.1 of this Appendix.

- 5.2 Meetings will take place at a convenient location in Stratford to be agreed by the LTG from time to time unless it is impracticable on any occasion to do so in which case the relevant meeting will take place at an alternative location agreed by the LTG.
- 5.3 An urgent meeting of the LTG can be requested by any Member of the LTG (accompanied by details of the item or items to be considered at the meeting) and arranged with the agreement of the Chair.
- 5.4 The Chair of the LTG will give at least 10 (ten) Working Days prior notice of the date and time of the meeting to each Member of the LTG and will invite each Member of the LTG to notify the Chair of any items that such Member wishes to place on the agenda for consideration at such meeting.
- 5.5 As a minimum, the agenda for each meeting shall include:
- 5.5.1 a progress report on implementation of the schemes approved for LTG funding (including the transport mitigation schemes listed in paragraph 6 below) showing physical and financial progress and forecasts for the remainder of the relevant year and (if relevant) an update on any schemes which will no longer be required or which have not received the necessary statutory/regulatory approvals or consents required to proceed;
 - 5.5.2 updated monitoring information and (if relevant) a report on proposals or changes or improvements to transport modelling as a result of new or updated monitoring information or assumptions;
 - 5.5.3 any changes in the transport policy affecting any Member of the LTG;
 - 5.5.4 any requirements for mitigation measures;
 - 5.5.5 an update on the activities of the CTMG including the CTMG's project report required to be produced by the CTMG pursuant to paragraph 9.6 of this Appendix;
 - 5.5.6 an update on the activities of the HWSWG including the HWSWG's project report required to be produced by the HWSWG pursuant to paragraph 9.7 of this Appendix;
 - 5.5.7 an update on the activities of the SRSWG including the SRSWG's project report required to be produced by the SRSWG pursuant to paragraph 9.7 of this Appendix;
 - 5.5.8 an update on the activities of any other sub-working group established by the LTG including such sub-working group's project report required to be produced by the a sub-working group pursuant to paragraph 9.7 of this Appendix;
 - 5.5.9 any suggested recommendations which any Member of the LTG reasonably suggests should be made to the CTMG, HWSWG, SRSWG and/or any other sub-working group provided always that such recommendation shall only be made to the CTMG, HWSWG, SRSWG and/or any other sub-working group if agreed by the LTG.
- 5.6 The Chair of the LTG shall circulate the agenda and associated papers for each meeting of the LTG at least 5 (five) Working Days prior to the meeting, and will keep the minutes of each meeting, and circulate copies of the draft minutes to each representative of each Member of the LTG within 10 (ten) Working Days of such meeting taking place.

6. TRANSPORT MITIGATION TOPICS

6.1 With reference to Schedule 2 to this Agreement and the Planning Permission, the following transport mitigation schemes are schemes that will be managed through, and funding approved for by, the LTG. Each transport mitigation scheme will be allocated funds as defined in Schedule 2 to this Agreement.

6.2 Area Wide Connectivity and Junction Improvements

6.2.1 Through the Transport Assessment, a number of junction effects have been identified that reach the defined capacity conditions. The locations of these effects are distributed within the Host Boroughs and at various distances from the Site.

6.2.2 Stakeholder discussions have indicated that mitigation of sites located closer to the Site are of higher priority and that the LTG Funds should be prioritised to address mitigation for these locations. These locations are defined in Schedule 2 to this Agreement as the "Offsite Junctions" and "Pedestrian and Cycle Connections."

6.2.3 A number of connectivity schemes have been identified which improve walking and cycling links between adjacent communities and the Site, and access to public transport.

6.2.4 It is also recognised that the Host Boroughs' planning policies do not promote highway capacity increases and favour connectivity that promotes sustainable transport. Therefore, it is an aim and objective of the LTG to prioritise the development and promotion of transport mitigation schemes that improve and mitigate the Development's effects through enhancements at junctions and links with the Site for walking and cycling.

6.2.5 The initial allocation for connectivity and junction improvements totals £3,533,000 (three million five hundred and thirty three thousand pounds) (Indexed) (termed the "Offsite Junctions and Connections Contribution" in Schedule 2 to this Agreement) and is to be paid into the LTG Account and schemes approved by the LTG in accordance with paragraph 7.5 of Schedule 2 to this Agreement.

6.2.6 LTG may also consider additional bus infrastructure mitigation (other than that provided for by paragraphs 1 and 2 of Schedule 2 to this Agreement) to improve connectivity to the Site. These schemes may be linked to junction and connectivity improvements.

6.3 Hackney Wick Station Improvements and Connectivity

6.3.1 The Transport Assessment identifies a significant increase in passenger movement at Hackney Wick Station due to the Development. Whilst Hackney Wick Station in capacity terms could accommodate this increase, the promotion of sustainable modes and also the refocus of Hackney Wick Station connectivity towards the Site would benefit from modification of facilities at Hackney Wick Station.

6.3.2 Studies undertaken by Network Rail and LTGDC have identified works involving removal of existing ramps, introduction of lifts, modified ticket hall, and a new underpass. These works include compliance with the Disability Discrimination Act 1995 and the Disability and Equality Act 2010. Such improvements to Hackney Wick Station's operations and efficiency will promote sustainable modes not just for the Development but for other nearby developments currently being planned.

- 6.3.3 With respect to the Hackney Wick Station Contribution (a sum of £4,000,000 (four million pounds) (Indexed) as defined in Schedule 2 to this Agreement and to be paid into the LTG Account in accordance with paragraph 7.4 of Schedule 2 to this Agreement), the LTG may approve schemes (termed as "Hackney Wick Station Works" in Schedule 2 to this Agreement) to be funded from the Hackney Wick Station Contribution as follows:
- (a) improvements to focus on improved access, connectivity and pedestrian connections with the Site;
 - (b) the provision of facilities compliant with the Disability Discrimination Act 1995 and the Disability and Equality Act 2010;
 - (c) improvements to connectivity to/from the Site via Wallis Road and H10; and
 - (d) improvements to connectivity to/from the Site via White Post Lane.
- 6.3.4 The LTG is to work with stakeholders to develop a scheme for the Hackney Wick Station Works for implementation by 2025 in order to mitigate effects of the Development by improving connectivity from the Site to Hackney Wick Station. If by that date or before (if the Developer, TfL and the LPA agree that the Hackney Wick Station Works do not have a realistic prospect of being progressed) all or part of the Hackney Wick Station Contribution remains uncommitted, such amount that remains uncommitted is to be added to the Offsite Junctions and Connections Contribution in accordance with paragraph 7.6.10 of Schedule 2 to this Agreement for the LTG to approve funding in accordance with its aims and objectives and, in particular, could include schemes that provide public transport mitigation or promote connectivity to the Development in the Hackney Wick area.
- 6.3.5 The Hackney Wick Station Contribution can be used for design works in respect of the Hackney Wick Station Works as well as the implementation of the Hackney Wick Station Works. The LTG will continue to administer the Unspent OPTEMS Contribution approved in principle for Hackney Wick Station, and the LTG can consider providing further sums from the Unspent OPTEMS Contribution if in accordance with the latest OPTEMS Strategy and/or the terms of reference of the former OPTEMS Group.

6.4 **Stratford Station Western Access**

- 6.4.1 The introduction of a new western access to Stratford Regional Station has been identified through the Stratford Metropolitan Study. This scheme proposes a new public access to the west of Stratford Regional Station.
- 6.4.2 The Development is to contribute to this scheme to the total of £200,000 (Indexed) (defined as the "Stratford Regional Station Contribution" in Schedule 2 to this Agreement). The Stratford Regional Station Contribution includes assisting in the introduction of a new public station access and/or improvements to its connection with Gibbins Road (termed the "Stratford Regional Station Works" in Schedule 2 to this Agreement).
- 6.4.3 The Stratford Regional Station Works will improve the connectivity of the Development to the west of the Stratford Regional Station at ~~PDZs 2, 8 and~~ [PDZ 12](#).
- 6.4.4 If by 2025 or before (if the Developer, TfL and the LPA agree that the Stratford Regional Station Works are not likely to proceed) all or part of the Stratford Regional Station Contribution remains uncommitted, such amount that remains uncommitted is to be added to the Offsite Junctions and Connections

Contribution in accordance with paragraph 7.6.11 of Schedule 2 to this Agreement for the LTG to approve funding in accordance with its aims and objectives.

7. ADDITIONAL CONTRIBUTIONS

In the event that additional monies are deposited into the LTG Account pursuant to the terms of this Agreement (for example the difference between the gross cost of the Bus Service Enhancements to be provided pursuant to the relevant Sponsored Route Agreement and the Net SRA Amount (pursuant to paragraph 1.13 of Schedule 2 to this Agreement) and the Remaining Funds (pursuant to paragraph 3.3 of Schedule 2 to this Agreement), approvals on the allocation of this additional funding will be made by the LTG in accordance with the aims and objectives of the LTG.

8. GUIDANCE

The LTG may produce its own guidance (adopted through a vote of the LTG), for example on the sorts of schemes that are likely to be approved by the LTG for funding from the LTG Funds and how such schemes may be prioritised with regard to the phased payments of the LTG Funds. The LTG may produce its own administrative tools such as a pro-forma to standardise the approval request process as set out in paragraphs 7.6.3 to 7.6.11 (inclusive) of this Appendix.

9. ASSOCIATED WORKING GROUPS

- 9.1 The LTG is to operate as the lead transport group for the administration, prioritisation and approval of funding for appropriate transport schemes identified to mitigate the defined effects or those necessary to deliver the Development throughout its development phases.
- 9.2 To assist the LTG in its aims and objectives, the LTG is to establish a CTMG and may establish other sub-working groups. Such other sub-working groups in addition to the CTMG may include (but not limited to) the HWSWG and the SRSWG. The LTG may also choose to form other smaller sub-working groups as a review panel to consider the funding submissions and make recommendations to the wider LTG.
- 9.3 The LTG shall establish the CTMG by no later than Commencement of the Development and if other sub-working groups are to be established, the LTG shall establish such sub-working groups in good time for when the Developer is obliged to deposit the contribution applicable to the remit of each sub-working group.
- 9.4 The LTG shall agree the membership and remit of each sub-working group, and the Chair of the LTG shall invite the agreed organisations to become members of each sub-working group. Membership of each sub-working group is expected to have a number of common representatives in addition to topic specialists.
- 9.5 The LTG can also agree to disband any sub-working group at an appropriate time, for example at the completion of the Hackney Wick Station Works or if it is agreed that the Hackney Wick Station Works do not have a realistic prospect of being progressed.
- 9.6 The CTMG shall produce a project report to the LTG updating the LTG on the transport planning issues and traffic management issues relevant to the Development during the Development's construction phase.
- 9.7 Each sub-working group established by the LTG, save for the CTMG, will provide project reports to the LTG recommending whether transport mitigation schemes should be approved for LTG Funding.

10. APPROVAL OF FUNDS BY THE LTG

- 10.1 Each Member of the LTG has the right to propose to the LTG a transport mitigation scheme to receive funding from the LTG Funds. The approval process is set out in paragraphs 7.6.3 to 7.6.11 (inclusive) of Schedule 2 to this Agreement.
- 10.2 The LTG shall favour using the LTG Funds to fund the implementation of schemes, rather than the funding of feasibility and design work as far as possible, recognising that most schemes will include an element of design work. However, such design/feasibility costs shall be kept to a minimum. The LTG shall seek to prevent abortive feasibility and design work by favouring appropriate schemes that are likely to be practicable and implemented.

11. REVIEW OF THE LTG AND FINANCIAL REPORTING

- 11.1 The operation and membership of the LTG will be reviewed every two years by LLDC and the LPA until the LTG ceases to exist and any changes agreed by them will be implemented as soon as reasonably practicable by the Chair of the LTG.
- 11.2 A financial report of the expenditure from, the remaining balance and any outstanding commitments of the LTG Account is to be produced by the LPA in advance of each LTG meeting and circulated by the Chair to the Members of the LTG as one of the meeting papers.
- 11.3 Until such a time as the Unspent OPTEMS Contribution is all spent, a financial report of expenditure and any outstanding commitments from the Unspent OPTEMS Contribution shall also be produced by the LPA in advance of each LTG meeting and circulated by the Chair to the Members of the LTG as one of the meeting papers.

APPENDIX 10
PRIMARY AND SECONDARY ROADS

APPENDIX 11

LCSCPG OPERATING PROCEDURES

1. SCOPE OF THE LCSCPG

1.1 The LCSCPG will have the following scope. To:

1.1.1 review, consider and provide comments on each draft of the LCS Careers Programme (including whether the LCSCPG Contribution is proportionate to the content of the LCS Careers Programme) submitted by the Developer to the LCSCPG pursuant to paragraph 6.1 and paragraph 6.3 of Schedule 9;

1.1.2 advise the Developer on the optimal expenditure from the LCSCPG Contribution so as to deliver the aims, objectives and measures (including those detailed in paragraph 6.6 of Schedule 9) set out in each LCS Careers Programme for the relevant LCS Operational Period; and

1.1.3 review, consider and provide comments on each monitoring and review report submitted by the Developer to the LCSCPG pursuant to paragraph 7.1 of Schedule 9.

1.2 The Developer and the LPA agree that, when carrying out the functions referred to in paragraph 1.1 of this Appendix, the LCSCPG will have regard to the specific aim of maximising the jobs, training, pre-apprenticeship and apprenticeship opportunities presented by the Development for the benefit of the Host Boroughs.

2. ESTABLISHMENT OF THE LCSCPG

2.1 To establish the LCSCPG, the Developer shall:

2.1.1 nominate one representative of the Developer to be a LCSCPG member; and

2.1.2 invite each of the following organisations to nominate one representative from that organisation to be a LCSCPG member:

(a) the LPA;

(b) the Host Boroughs; and

(c) any third party organisation who is from time to time reasonably required and agreed by the Chair to attend as a non-voting presence in any meeting of the LCSCPG.

2.2 The Chair of the LCSCPG shall be the representative from one of the LCSCPG member organisations, elected to the post by a majority of the LCSCPG members.

2.3 For the election of the Chair of the LCSCPG, all LCSCPG members shall have a single vote. In the event of a tie, the representative of the LPA shall have the casting vote.

2.4 LCSCPG members are expected to identify an alternative representative from their respective organisations as cover if they are unable to attend a meeting of the LCSCPG.

3. MEETINGS OF THE LCSCPG

3.1 The LCSCPG will meet at least twice in every year (or more frequently if reasonably requested by the Developer or the LPA). The first such meeting to take place within three months following the establishment of the LCSCPG.

3.2 In respect of each meeting of the LCSCPG as referred to in paragraph 3.1 of this Appendix, the Chair of the LCSCPG will:

3.2.1 give at least 20 Working Days prior notice of the date and time of the meeting to each LCSCPG member; and

3.2.2 invite each LCSCPG member to notify the Chair of the LCSCPG of any items that such member wishes to place on the agenda for consideration at such meeting.

3.3 The agenda for each meeting of the LCSCPG will comprise any matter which is required to be submitted or referred to the LCSCPG under this Agreement at the next available meeting in accordance with paragraph 3.5 of this Appendix, any additional items which the Chair of the LCSCPG considers should be included on the agenda and any other items notified by any other LCSCPG member pursuant to paragraph 3.2.2 of this Appendix at least 10 Working Days prior to the date of the meeting.

3.4 The Chair of the LCSCPG shall circulate the agenda and associated papers for each meeting of the LCSCPG at least 5 Working Days prior to the meeting and will keep the minutes of every such meeting and circulate copies of the same to all LCSCPG members within 5 Working Days of such meeting taking place.

3.5 Where in this Agreement any matter is required to be submitted or referred to the LCSCPG, then this will be construed as a requirement that the matter be submitted or referred to the LCSCPG at the next available meeting of the LCSCPG.

4. **DURATION OF THE LCSCPG**

The LCSCPG will exist until the Completion of the Development or such other date as may be agreed by the Developer and the LPA.

5. **COSTS AND EXPENSES OF LCSCPG**

The Developer will be responsible for the costs of convening meetings of the LCSCPG, making available accommodation for meetings of the LCSCPG and all other reasonable administrative expenses properly incurred in relation to the LCSCPG. No LCSCPG member other than the Developer will be responsible for any administration costs of the LCSCPG.

6. **PERIODIC REVIEW OF THE LCSCPG**

The operation of the LCSCPG will be reviewed annually by the Developer and the LPA until the LCSCPG ceases to exist pursuant to paragraph 4 of this Appendix and any changes agreed by them will be implemented as soon as reasonably practicable by the Chair of the LCSCPG.

APPENDIX 12

PDZ GROSS DEVELOPMENT COSTS AND SPDZ GROSS DEVELOPMENT COSTS

The following cost items relate solely to items to be incurred by Development Partners in relation to the Proposed PDZ Development and Proposed SPDZ Development within each PDZ and SPDZ which, where relevant, may consist of any Transferred LLDC Works and Commitments Costs.

1. ~~The reasonable costs properly incurred of all Site preparation works, soil and archaeological works and other associated ancillary works including service diversion costs, the cost of removing any structures and environmental clean up and remediation of any contamination.~~
2. ~~Proper and reasonable infrastructure costs and construction costs of the Proposed PDZ Development and Proposed SPDZ Development and any other building works to facilitate the Proposed PDZ Development and Proposed SPDZ Development either within the PDZ or SPDZ (as applicable) or within the Olympic Park (whether as a planning obligation or condition or otherwise) including the cost provision of hoardings, the costs of landscaping, construction of highways, bridges and footpaths, the provision of access to the Development, the provision of new or alternative services or facilities for the Development including drains, balancing ponds, sewers, and conducting media, and the construction of the buildings within the Development.~~
3. ~~All costs, expenses, fees and disbursements associated with or in any way relating to the working up and production of the relevant ZMP, SZMP or part thereof (and any agreed variation thereto from time to time).~~
4. ~~The cost of working up and submitting any planning application and pursuing any planning permission and/or reserved matters (whether or not in each case obtained and whether or not on appeal or following a call in) and the cost of negotiating and settling any planning agreement made pursuant to section 106 of the 1990 Act and all costs incurred in connection with any variations or other Consents (including but not limited to the fees of any planning consultant, any application fees and any building regulation fees).~~
5. ~~The costs and fees of a local or competent authority in connection with obtaining planning permission and/ or reserved matters or any Consents.~~
6. ~~All planning and/or building regulation fees or other licence or permit fees properly payable in connection with the approval of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) and the proper costs of obtaining and complying with all relevant statutory Consents (including the costs of pre-application discussions, planning performance agreements, discharging conditions and complying with any planning permission).~~
7. ~~All contributions, payments or works required to be made or carried out under or pursuant to any planning agreement made pursuant to section 106 of the 1990 Act or other document necessary to effect any part of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).~~
8. ~~Any Community Infrastructure Levy, Crossrail contribution or other necessary contribution payable in relation to the Proposed PDZ Development or Proposed SPDZ Development (as applicable).~~
9. ~~The cost of any environmental audit and/or survey, ground investigation, traffic assessments, measured survey or surveys, geotechnical surveys, structural building surveys and topographical surveys or any other surveys properly required in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable).~~

10. ~~Fees and disbursements of any professional advisor, consultant or project manager appointed by the Development Partner in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) including, but not limited to, all fees and disbursements in connection with agreeing terms for the acquisition or disposal of freehold and other interests in the PDZ or SPDZ (as applicable) and the fees and disbursements of any letting agents and any sales agents.~~
11. ~~The fees of cost consultant / auditors of the Development Partner in respect of the preparation, completion and certification of accounts used to assess PDZ Gross Development Costs.~~
12. ~~All proper and reasonable marketing costs incurred, including marketing, advertising and promotional costs and costs relating to the installation, equipping, staffing and running of any sales office constructed and/or located within the Proposed PDZ Development or Proposed SPDZ Development (as applicable).~~
13. ~~All proper and reasonable costs incurred in delivering management and maintenance of the Proposed PDZ Development or Proposed SPDZ Development (as applicable), including maintenance, repair, cleaning, empty rates and other vacant property costs, and the proper and reasonable costs of such other obligations as shall be required to be undertaken in accordance with the principles of good estate management in respect of the Proposed PDZ Development or Proposed SPDZ Development (as applicable).~~
14. ~~The proper and reasonable cost of providing security in respect of the properties within the PDZ or SPDZ (as applicable) including costs properly and reasonably incurred in the provision of a security officer and other management and security staff for said properties.~~
15. ~~All rates, water rates, taxes, duties, charges, disbursements and outgoings paid by the Development Partner or on its behalf whether preliminary, local or otherwise assessed, properly charged or imposed in respect of the properties within the PDZ or SPDZ or any part of it or the owner or occupier of it, to the extent that such sums are not payable by or recoverable from a third party.~~
16. ~~All reasonable amounts properly paid for obtaining and/or complying with any necessary consents from or in settling any claims by neighbouring owners or occupiers and any grants, releases, waivers, modifications and variations of rights of easements, covenants and other matters necessary or desirable to enable the Proposed PDZ Development or Proposed SPDZ Development (as applicable) to be completed, used and occupied for the purposes contemplated.~~
17. ~~Any costs, claims, charges, compensation, damage or expenses incurred or payable (including those in respect of any action or proceedings brought by or against the Development Partner but not in circumstances where the Development Partner or persons under its control are negligent nor as a result of any unlawful interference with rights for which the Developer Partner is responsible) in connection with the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or for the protection or preservation of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts thereof and any interest therein or any part thereof or any rights benefiting the same (including but not limited to the expulsion of trespassers and the effecting of security arrangements) or in respect of any claim under the Land Compensation Act;~~
18. ~~The reasonable and proper costs and expenses (including all professional fees, compensation or disturbance payments) for acquiring any land, easements or rights or obtaining any variations, releases or waivers of any covenants or rights to enable the carrying out of the Proposed PDZ Development or Proposed SPDZ Development (as applicable) or any part or parts of it (including but not limited to any payments made to adjoining landowners, occupiers, utilities companies to acquire rights of access to any~~