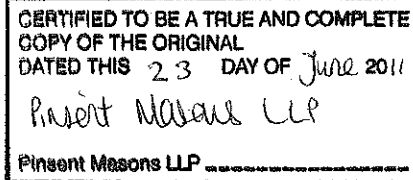


ashurst



# Supplemental Deed of Planning Obligations in relation to Revised Mezzanine Retail Floorspace at Stratford City

The Olympic Delivery Authority

and

The Mayor and Burgesses of the London Borough of  
Newham

and

Stratford City Developments Limited

pursuant to Sections 106 and 106A of the Town and  
Country Planning Act 1990 and other powers  
relating to land within Zone 1, Stratford City,  
London E15

20 June

2011

THIS DEED is entered into on

20 June

2011

**BETWEEN:**

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of 23<sup>rd</sup> Floor 1 Churchill Place Canary Wharf London E14 5LN (the "ODA");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside 1000 Dockside Road London E16 2QU (the "Council"); and
- (3) **STRATFORD CITY DEVELOPMENTS LIMITED** (Company Number 04261851) whose registered office is at 6<sup>th</sup> Floor Midcity Place 71 High Holborn London WC1V 6EA (the "Zone 1 Developer")

**WHEREAS:**

- (A) By virtue of the Olympic Delivery (Planning Functions) Order 2006 the ODA is the local planning authority for the purposes of Part III of the 1990 Act for the area in which the Stratford City Site (which includes the Land) is situated and has the functions conferred by those provisions of the 1990 Act and the Planning (Listed Buildings and Conservation Areas) Act 1990 as are specified in Part 1 of Schedule 29 to the Local Government, Planning and Land Act 1980.
- (B) Accordingly the ODA is the appropriate body to enforce the planning obligations contained in this Agreement for the purposes of Section 106 of the 1990 Act.
- (C) The Council is a local authority for the purposes of Section 16 of the 1974 Act, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and is further a local highway authority for the purposes of the Highways Act 1980.
- (D) The parties acknowledge that whilst the ODA is the local planning authority for the purposes of Part III of the 1990 Act in respect of the Land, the Council retains certain functions in respect of the area within which the Land is situated, including functions in respect of highways, community and leisure facilities, social, economic and environmental well-being, housing and education and the parties hereto agree that it is appropriate for the ODA to nominate the Council as the beneficiary of various covenants, undertakings and obligations given by the Zone 1 Developer in this Agreement pursuant to Section 106 of the 1990 Act as aforesaid as provided for in this Agreement.
- (E) The Zone 1 Developer is the freehold owner of the Land with title absolute registered at the Land Registry under title number EGL557876.
- (F) Both the Third Planning Permission and the Additional Areas Permission have been implemented which together with the Chestnut Plaza Permission provide for the construction of a total retail floorspace within Zone 1 of 158,826 square metres in locations approved by the ODA pursuant to the Reserved Matters Approvals the Additional Areas Permission and the Chestnut Plaza Permission and which 158,826 square metres includes the Residual Retail Floorspace.
- (G) As a result of internal reconfigurations and tenant requirements within Buildings M1 M2 to M6 M7 and M8 the Zone 1 Developer no longer proposes to construct the Residual Retail Floorspace.
- (H) On 14 April 2011 the Zone 1 Developer submitted the Application to the ODA which seeks approval to construct the Development Floorspace subject to a legal agreement in which the Zone 1 Developer covenants not to build out the Residual Retail Floorspace. The Application was validated by the ODA on 13 May 2011.
- (I) The effect of the Application if granted would be that the total retail floorspace permitted to be constructed within Zone 1 would increase by no more than 950 square metres.

- (J) By virtue of a Service Level Agreement dated 29 January 2007 and made between the ODA (1) and the Council (2), the ODA and the Council agreed to make arrangements for certain planning applications that are submitted to the ODA for determination to be considered by the Council on its behalf.
- (K) The ODA has resolved to grant the Planning Permission subject to the Zone 1 Developer providing the planning obligations covenants and undertakings herein contained.
- (L) Transport for London is a statutory body created by the Greater London Authority Act 1999 and is responsible for implementing Crossrail. The Mayor of London requires a financial contribution towards the costs of Crossrail in relation to the Development.
- (M) Accordingly the Zone 1 Developer has agreed to enter into this Agreement.

**NOW IT IS HEREBY AGREED AND WITNESSED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

- (a) Where in this Agreement the following defined terms and expressions are used they shall have the following respective meanings unless the context otherwise requires:

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

"1990 Act" means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force during the currency of this Agreement and including the Planning and Compulsory Purchase Act 2004;

"Act" means the London Olympic Games and Paralympics Games Act 2006;

"Additional Areas Permission" means planning permission granted by the ODA on 9 December 2010 and given reference number 08/90253/FULODA for provision of 14,826 square metres of retail floorspace within Buildings M1 M2 M4 M5 M6 and M8 of Zone 1 in the form of mezzanine floors (being in addition to the retail floorspace approved under the Third Planning Permission);

"Additional Areas Section 106 Agreement" means the agreement made pursuant to Sections 106 and 106A of the 1990 Act dated 9 December 2010 between (1) the ODA (2) the Council and (3) the Zone 1 Developer;

"Agreement" means this agreement made pursuant to Sections 106 and 106A of the 1990 Act and other enabling powers;

"Angel Lane" means the land forming part of Zone 1 bounded by Great Eastern Road, Angel Lane and Stratford Regional Train

	Station and the Great Eastern railway tracks;
"Application"	means the application for planning permission for the Development submitted to the ODA on 14 April 2011 and given reference number 11/90230/FUMODA;
"Building"	means a building constructed or to be constructed in Zone 1 pursuant to the Third Planning Permission;
"Chestnut Plaza Permission"	means planning permission granted by the ODA on 17 June 2011 and given reference number 10/90540/FUMODA for the erection of two 2 storey buildings comprising 1987 sqm of retail floorspace (Use Class A3) and 720 sqm of leisure floorspace (Use Class D2) and 305 sqm of ancillary external seating space located within the adjacent public realm area (being in addition to the retail floorspace approved under the Third Planning Permission and the Additional Areas Permission);
"Completed"	means in relation to works of construction forming part of the Development, the issue of a certificate of practical completion of those works by the Zone 1 Developer's architect or other designated project consultant and "Completion" and cognate expressions shall be construed accordingly;
"Council's Area"	means the London Borough of Newham's administrative area;
"Crossrail"	means the rail link authorised by the Crossrail Act 2008 or as may be amended;
"Crossrail Contribution"	means the sum of £15,200.00 to be paid to Transport for London in accordance with the terms set out in paragraph 8 of this Agreement;
"Development"	means the construction of the Development Floorspace within Buildings M1 M2 to M6 M7 and M8 in locations either shown edged and hatched red on the approved application drawing numbers SC-WDE-Z1-08-DR-A-08022 P00, SC-WDE-Z1-14-DR-A-08012 P00 and SC-WDE-Z1-25-DR-A-08013 P00 or to otherwise be approved by the ODA in accordance with the Planning Permission;
"Development Floorspace"	means the 3016 square metres of retail floorspace permitted to be constructed within Buildings M1 M2 to M6 M7 and M8 pursuant to the Planning Permission;

"Gross External Area"	shall have the same meaning as is defined in the Royal Institution of Chartered Surveyors Code of Measuring Practice, A Guide for Surveyors and Valuers, 5th Edition (2004) as the same may be varied from time to time;
"Highway Authority"	means a highway authority as defined in Section 1 of the Highways Act 1980;
"Land"	means the land shown edged with an unbroken red line on the plan annexed as <b>Annexure 1</b> ;
"M8 Hotel Section 106 Agreement"	means the agreement made pursuant to Section 106 of the 1990 Act dated 29 September 2010 between (1) the ODA (2) the Council and (3) the Zone 1 Developer;
"M8 Lobby Area Floorspace"	means 438 square metres of retail floorspace permitted to be constructed within Zone 1 (Building M8) pursuant to the Third Planning Permission and the Additional Areas Permission as shown outlined in red on drawing numbers SC-WDE-M8-20-DR-A-07002 P00 and SC-WDE-M8-14-DR-A-07005 P00 annexed as <b>Annexure 3</b> ;
"Occupy" and "Occupation"	means beneficial occupation of a building but not including occupation by personnel engaged in construction, fitting out, finishing or decoration nor occupation for marketing, estate management, show suites or letting purposes nor occupation in relation to site and building security operations and cognate expressions shall be construed accordingly;
"Opening Date"	means the date any retail or leisure floorspace in Zone 1 (except at Angel Lane) is opened for trade with the public;
"Planning Permission"	means planning permission to be granted in respect of the Application;
"Relocated Retail Floorspace"	means: <ul style="list-style-type: none"> <li>(1) 203.55 square metres of retail floorspace permitted to be constructed within Zone 1 pursuant to the Third Planning Permission; and</li> <li>(2) 970.59 square metres of retail floorspace permitted to be constructed within Zone 1 pursuant to the Additional Areas Permission</li> </ul> <p>which taken all together totals 1,174.14 square metres;</p>
"Reserved Matters Approvals"	means those applications for approval of reserved matters submitted by the Zone 1 Developer pursuant to condition

	B1 of the Third Planning Permission;
"Residual Retail Floorspace"	means: <ol style="list-style-type: none"> <li>(1) the Relocated Retail Floorspace;</li> <li>(2) Unallocated Retail Floorspace; and</li> <li>(3) M8 Lobby Area Floorspace</li> </ol> which taken altogether totals 2,066 square metres;
"Secretary of State"	means the Secretary of State for Communities and Local Government or such other Minister of Her Majesty's Government for the time being having or entitled to exercise the powers conferred on him by the 1990 Act;
"Stratford City Development"	means the comprehensive mixed use development on the Stratford City Site to provide B1 offices, residential, retail development in the full range of A1, A2 and A3 uses, commercial leisure uses, hotels and conference facilities, community, health and education facilities, open space, landscaping, water features, parking, transport interchanges, associated infrastructure and a town centre link pursuant to the Third Planning Permission;
"Stratford City Site"	means the land comprising 73 hectares or thereabouts which is the subject of the Third Planning Permission consisting of land bounded to the north-west, west and south-west by the site for the London 2012 olympic games, to the south-east by Stratford Regional Train Station and to the east by Leyton Road, all as shown by way of identification only edged in red on the stratford city site plan annexed as <b>Annexure 2</b> ;
"Supplementary Planning Guidance"	means the "Supplementary Planning Guidance, Use of Planning Obligations in the Funding of Crossrail" as published by the Mayor of London in July 2010 together with the "Protocol Note on the application of the Crossrail SPG for Non-Refundable Applications" as published by the Mayor of London in November 2010;
"TfL Covenant"	means those obligations of the Zone 1 Developer benefiting Transport for London (defined in Recital (L)) set out in: <ol style="list-style-type: none"> <li>(1) Part 1 and Part 2 of Schedule 1 to the Zone 1 Agreement (as applied by clause 6 of this Agreement); and</li> </ol>

	(2) clause 8.2 of this Agreement;
"Third Planning Permission"	means the planning permission in respect of the Stratford City Site granted by the ODA on 13 November 2007 under reference number 07/90023/VARODA;
"Total Retail Floorspace"	means the total retail floorspace permitted in Zone 1 under the Third Planning Permission the Additional Areas Permission the Chestnut Plaza Permission and the Planning Permission LESS the Residual Retail Floorspace;
"Unallocated Retail Floorspace"	means 454 square metres of floorspace permitted to be constructed within Zone 1 pursuant to the Third Planning Permission and is not the subject of an existing reserved matters approval or application or a separate full approval or application
"Utility Undertaker"	means any provider of gas, electricity, energy, water, sewerage, heating, cooling or telecommunications services occupying premises within Zone 1 for the purpose of supplying any one or more of those services to any member of the public or any occupier of premises within Zone 1;
"VAT"	means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);
"Working Day"	means any day (apart from Saturday, Sunday, Christmas Day, Good Friday, and any statutory bank holiday or other day during the Christmas period on which the Council's or the ODA's offices are closed to the public) on which Clearing Banks in England are open for the transaction of ordinary business;
"Zone 1"	means that part of the Stratford City Site known as Zone 1 as shown by way of the dashed red line labelled "Zone 1 Site Boundary" on the plan annexed as <b>Annexure 1</b> ;
"Zone 1 Agreement"	means the agreement dated 18 June 2009 made pursuant to Section 106 of the 1990 Act and other powers between the ODA, the Council, the Secretary of State for Transport, LCR, the Zone 1 Developer and Transport for London as modified and supplemented by the Additional Areas Section 106 Agreement and as supplemented by the M8 Hotel Section 106 Agreement and as may be amended and/or supplemented from time to time.

1.2 Unless the context otherwise requires:

- (a) words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- (b) words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- (c) references to the Zone 1 Developer shall (except where the contrary is expressly provided) include its successors in title to its interest in the Land and persons deriving title therefrom and permitted assigns and references to the ODA and the Council shall include their respective statutory successors to the functions presently exercised by them;
- (d) references to clauses, sub-clauses, paragraph numbers, recitals, Schedules, Annexures and plans are unless otherwise stated references to clauses, sub-clauses, paragraph numbers and recitals of, Schedules to and Annexures to this Agreement and in the case of plans, plans annexed to this Agreement;
- (e) words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction;
- (f) references in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- (g) if any provision of this Agreement shall be held to be invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected impaired or called into question;
- (h) save in respect of the Planning Permission (which shall take precedence), in the event of any conflict between the terms conditions and provisions of this Agreement and any document annexed hereto or referred to herein, the terms conditions and provisions of this Agreement will prevail;
- (i) references to "the parties" shall mean the parties to this Agreement and reference to "party" shall mean any one of the parties;
- (j) unless otherwise specifically provided for in this Agreement, any reference to floorspace or areas of accommodation relating to any Building or proposed use is a reference to Gross External Area; and
- (k) the Interpretation Act 1978 shall apply to this Agreement.

1.3 The clause and paragraph headings in this Agreement are for reference purposes only, and have no binding legal effect.

## 2. **GOVERNING LEGAL PROVISIONS**

2.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to Sections 106 and 106A of the 1990 Act Section 5 of the Act Section 16 of the 1974 Act Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 and all other powers them enabling.

2.2 The obligations, covenants and undertakings on the part of the Zone 1 Developer in this Agreement are planning obligations made pursuant to and for the purposes of Section 106 of the



1990 Act and/or are covenants or undertakings in pursuance of Section 16 of the 1974 Act and so as to bind the Land and (subject to clauses 2.5 and 2.6) the said obligations, covenants and undertakings on the part of the Zone 1 Developer are entered into with the intent that they shall be enforceable by the ODA and/or the Council (as applicable) not only against the Zone 1 Developer but also against any successors in title to or assigns of the Zone 1 Developer and/or any person claiming through or under it an interest or estate in the Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Land in its capacity as a Utility Undertaker or a Highway Authority insofar as and to the extent that the relevant Highway Authority is occupying any highway within the Land which is maintainable at public expense in its capacity as Highway Authority) as if that person had been an original covenanting party in respect of such interest for the time being held by it.

- 2.3 The planning obligations contained in this Agreement shall be enforceable by the ODA against the Zone 1 Developer in accordance with the terms of Section 106 of the 1990 Act.
- 2.4 So far as the obligations, covenants and undertakings in this Agreement are given to the Council then the same are entered into pursuant to the relevant powers referred to in clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the Council.
- 2.5 This Agreement shall not be enforceable directly against individual occupiers or individual occupational tenants of in each case individual units constructed pursuant to the Third Planning Permission the Additional Areas Permission the Chestnut Plaza Permission or the Planning Permission.
- 2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates.
- 2.7 Subject to clause 6 the parties agree that the terms (including the rights, remedies and the burdens of the parties) of the Zone 1 Agreement shall apply to this Agreement.
- 2.8 The parties agree that where any of the obligations, covenants and undertakings on the part of the Zone 1 Developer are TFL Covenants, TFL may enforce such TFL Covenants (but without prejudice to the ODA's and the Council's right to enforce) against the Zone 1 Developer in respect of the Development as if TFL had been a party to this Agreement.

### 3. **AGREEMENT TO BE CONDITIONAL**

- 3.1 Save in respect of clauses 1, 2, 4 and 9 which shall together with this clause 3 come into effect on the date hereof the provisions of this Agreement shall not come into effect until the Planning Permission has been duly granted.

### 4. **FURTHER PLANNING PERMISSIONS**

- 4.1 Nothing in this Agreement shall be construed as prohibiting or limiting the rights of the Zone 1 Developer to develop any part of the Land in accordance with and to the extent permitted by a planning permission (other than the Planning Permission) granted by the ODA or by the Secretary of State on appeal or following a reference to him either before or after the date of this Agreement.
- 4.2 If the Planning Permission is quashed or is revoked this Agreement shall cease to have effect and upon such quashing or revocation its registration in the register of Local Land charges will forthwith be cancelled.

## 5. ZONE 1 DEVELOPER'S OBLIGATIONS

- 5.1 The Zone 1 Developer on behalf of itself and its successors in title to its interest in the Land and persons deriving title therefrom and permitted assigns and any person claiming through or under the Zone 1 Developer an interest or estate in the Land covenants with each of the ODA and the Council:
- (a) not to construct (or reconstruct) any part of the Relocated Retail Floorspace (whether in the locations shown shaded light blue on drawings SC-WDE-Z1-14-DR-A-08009 P01 SC-WDE-Z1-20-DR-A-08003 P01 and SC-WDE-Z1-25-DR-A-08012 P01 attached as **Annexure 4** or elsewhere within Zone 1) or the Unallocated Retail Floorspace and which together totals 1628.14 square metres;
  - (b) not to Occupy for retail purposes any part of the M8 Lobby Area Floorspace which totals 438 square metres;
  - (c) to remove the Relocated Retail Floorspace from the areas shown shaded light blue on drawings SC-WDE-Z1-14-DR-A-08009 P01 SC-WDE-Z1-20-DR-A-08003 P01 and SC-WDE-Z1-25-DR-A-08012 P01 attached as **Annexure 4** and which totals 1174.14 square metres;
  - (d) to provide the ODA with written notice stating that the Relocated Retail Floorspace referred to at clause 5.1(c) above has been removed and inviting the ODA to inspect the Land to confirm that such removal has taken place; and
  - (e) not to Occupy any of the Development Floorspace unless and until the ODA has inspected the Land for the purposes detailed in clause 5.1(d) and the ODA has confirmed in writing that it is satisfied that the Relocated Retail Floorspace referred to at clause 5.1(c) above has been removed (such consent not to be unreasonably withheld or delayed).

## 6. APPLICATION OF THE ZONE 1 AGREEMENT AND THE ADDITIONAL AREAS SECTION 106 AGREEMENT

- 6.1 In respect of the Development, the Zone 1 Developer on behalf of itself and its successors in title to its interest in the Land and persons deriving title therefrom and permitted assigns and any person claiming through or under the Zone 1 Developer an interest or estate in the Land covenants with each of the ODA and the Council:
- (a) to perform and comply with each and every of the obligations, covenants and undertakings on the part of the Zone 1 Developer contained in the Zone 1 Agreement as if the same had been set out here in full; and
  - (b) to perform and comply with any document, strategy, scheme or any other detail or matter approved at any time pursuant to the Zone 1 Agreement as are applicable to the Development;

with the effect that all terms and provisions of the Zone 1 Agreement shall apply to the Development as if the Development Floorspace had been authorised by the Third Planning Permission.

- 6.2 The parties agree that for the purposes of this Agreement:

- (a) references to the term "Third Planning Permission" in the Zone 1 Agreement shall be construed as including references to the Planning Permission as defined in this Agreement;
- (b) references to the term "Development" in the Zone 1 Agreement shall be construed as including references to the Development as defined in this Agreement;
- (c) references to retail and to retail floorspace in the Zone 1 Agreement shall be construed as including references to the Development Floorspace as defined in this Agreement;

- (d) references to "Retail Occupiers" within the Additional Areas Section 106 Agreement shall be construed as including the tenants and occupiers of the retail floorspace forming the Development Floorspace; and
- (e) references to Occupation of more than 80% of the retail floorspace in Zone 1 Completed as at the Opening Date shall be taken to mean Occupation of more than 80% of the Total Retail Floorspace Completed as at the Opening Date.

6.3 Where any of the obligations contained within the Zone 1 Agreement as are applied to the Development by way of clause 6.1 above are satisfied or discharged (in whole or in part) from time to time pursuant to the Zone 1 Agreement such obligations shall be deemed to be satisfied or discharged (in whole or in part) for the purposes of this Agreement and vice versa.

## **7. SCHEDULE OF CONSTRUCTED FLOORSPACE**

7.1 The Zone 1 Developer covenants that on the Opening Date it shall provide to the ODA and the Council a schedule and plan together with such other information as the ODA may reasonably require to confirm:

- (a) the location of all Development Floorspace constructed pursuant to the Planning Permission as at the Opening Date;
- (b) the quantum of all Development Floorspace constructed pursuant to the Planning Permission as at the Opening Date;
- (c) the quantum of Development Floorspace remaining to be constructed pursuant to the Planning Permission as at the Opening Date; and
- (d) the quantum of Total Retail Floorspace constructed as at the Opening Date.

7.2 Where not all of the Development Floorspace has been constructed as at the Opening Date the Zone 1 Developer shall update the information provided to the ODA and the Council pursuant to clause 7.1 above at such regular intervals as the ODA may reasonably require (save that the Zone 1 Developer shall not be required to provide such updated information more than once in every quarter year).

7.3 The Zone 1 Developer shall provide written confirmation to the ODA and the Council within seven (7) Working Days of construction of all of the Development Floorspace pursuant to the Planning Permission and shall provide a plan and schedule identifying the location of the same.

## **8. CROSSRAIL CONTRIBUTION**

8.1 The Zone 1 Developer acknowledges that the Land falls within the area to which the Supplementary Planning Guidance applies.

8.2 The Zone 1 Developer covenants with the ODA to pay within twenty-eight days of completion of this Agreement the Crossrail Contribution to Transport for London using the account details set out in the Supplementary Planning Guidance for use only in accordance with and for the purposes for which such contributions can be required to be paid as set out in the Supplementary Planning Guidance.

## **9. MISCELLANEOUS PROVISIONS**

9.1 The Zone 1 Developer covenants that upon completion of this Agreement it shall pay to the ODA the sum of £5,500.00 (exclusive of VAT but inclusive of disbursements) being the ODA's reasonable legal costs properly incurred in the consideration review and negotiation of the terms of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the ODA).

9.2 The Zone 1 Developer covenants that upon completion of this Agreement it shall pay to the Council the sum of £1900 (inclusive of VAT and disbursements) being the Council's reasonable legal costs properly incurred in the consideration review and negotiation of the terms of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council).

9.3 Nothing contained in this Agreement shall fetter the statutory rights powers or duties of the ODA or the Council.

9.4 All sums and amounts referred to in this Agreement are exclusive of VAT (if any) due or payable in any circumstances save where otherwise provided.

9.5 VAT shall only be payable on production of a valid VAT invoice.

10. **THIRD PARTY RIGHTS**

10.1 Save where otherwise specified in this Agreement any person to whom this Agreement is not addressed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11. **JURISDICTION**

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

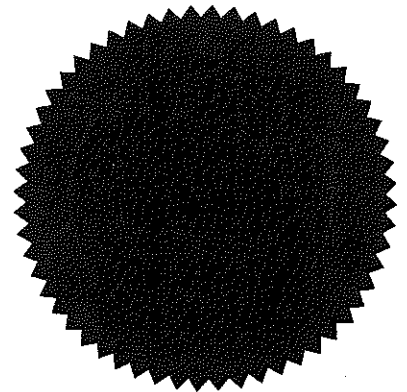
**IN WITNESS** whereof this Deed has been executed and delivered by the parties hereto on the date which appears at the head of this document.

The common seal of **THE OLYMPIC DELIVERY AUTHORITY** was hereunto affixed in the presence of:

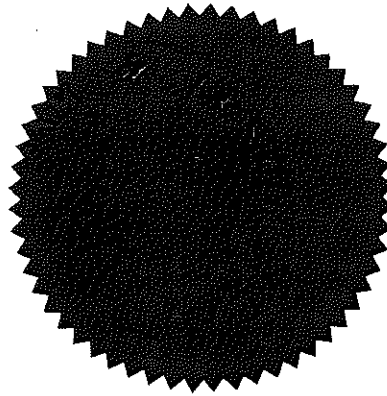
)  
)  
)



Authorised signatory



The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** was hereunto affixed in the presence of: )  
)  
)



Authorised signatory

*Maar we*

Executed as a deed by **STRATFORD CITY DEVELOPMENTS LIMITED** acting by )  
)  
)  
)

Director

*[Handwritten signature]*

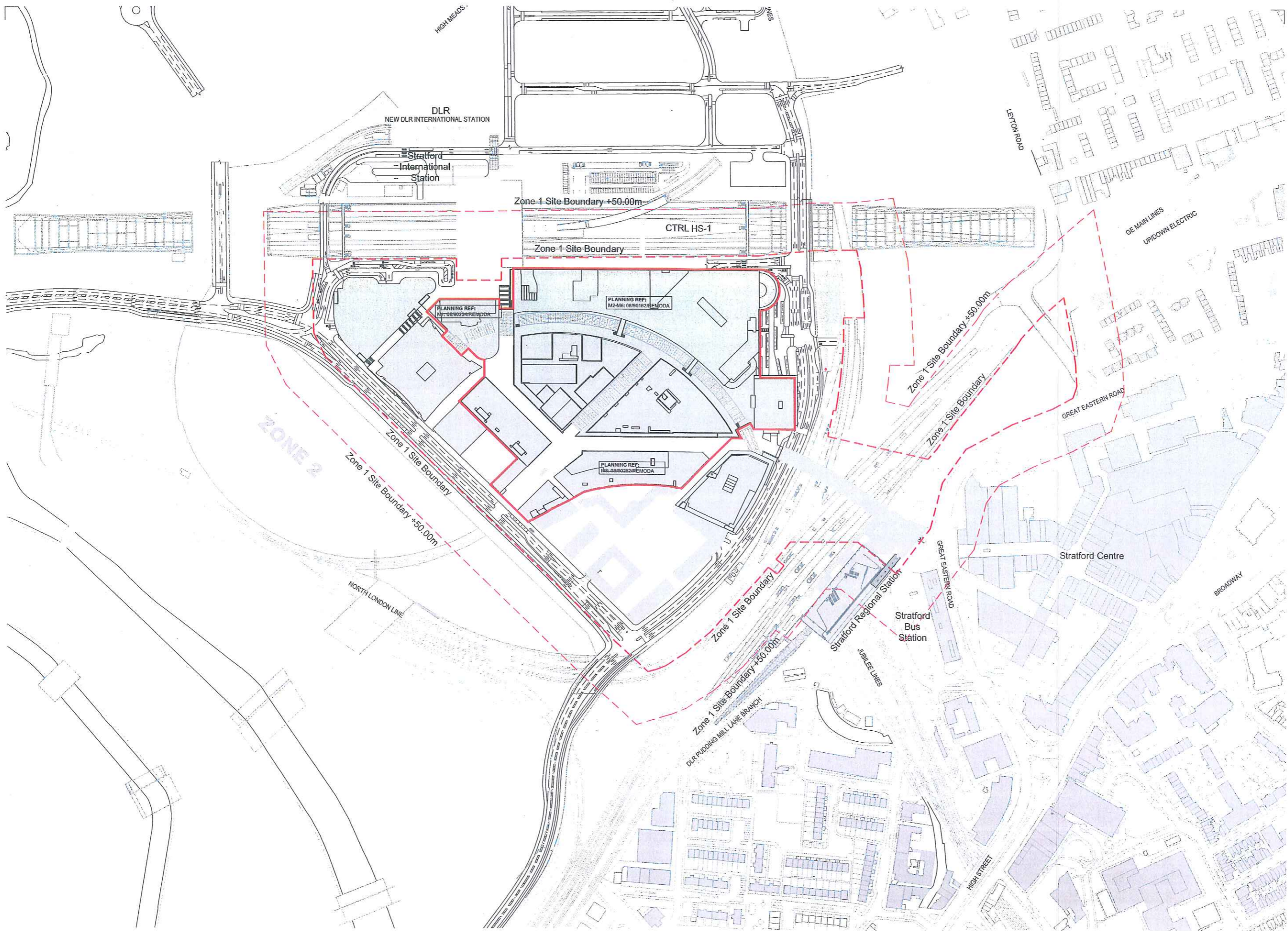
Director/Secretary

*[Handwritten signature]*

**Annexure 1**

Land and Zone 1





Drawings to be used for information only. Do not use them without the approval of the Planning Department. The drawing shall be used as a guide only. It is the responsibility of the user to ensure that the drawings are used in accordance with the relevant regulations and standards. The drawings are not to be used for legal or other purposes without the prior consent of the Planning Department.

**DO NOT SCALE**

**LOCATION PLAN**  
Outline Survey provided in accordance with the Olympic Delivery Authority G3

This drawing contains the following record:  
02/01/06-06/06/06  
02/02/06-02/02/06  
02/03/06-02/03/06  
02/04/06-02/04/06  
02/05/06-02/05/06  
02/06/06-02/06/06

Proj	07/2611	Estimate	J27/05
Disc	0/1	Rev/Iss	By Checker
Gen/Rev			

**Westfield**

WESTFIELD DEVELOPMENTS LTD  
11000 Place, 8th Floor, 11 High Holborn, London, WC1V 7EA  
Telephone +44 (0)20 7611 1400 Facsimile +44 (0)20 7611 1838  
Email: westfield@westfield.com

Client  
**STRATFORD CITY DEVELOPMENT LIMITED**

Project  
**STRATFORD CITY**

Drawing Title	Project Number
ZONE 1 PLANNING APPLICATION FOR INTERNAL MODIFICATION WORKS BLOCKS M1-M8 SITE PLAN	73301
Comp. File No.	Status
73301/01	DD
Drawn by	Checked by
JWV	ED
Scale	Date
1:1250	28-07-2020
File Number	Revision
SC-WDE-Z1-60-DR-A-08010	P00
Purpose of Issue	
PLANNING	

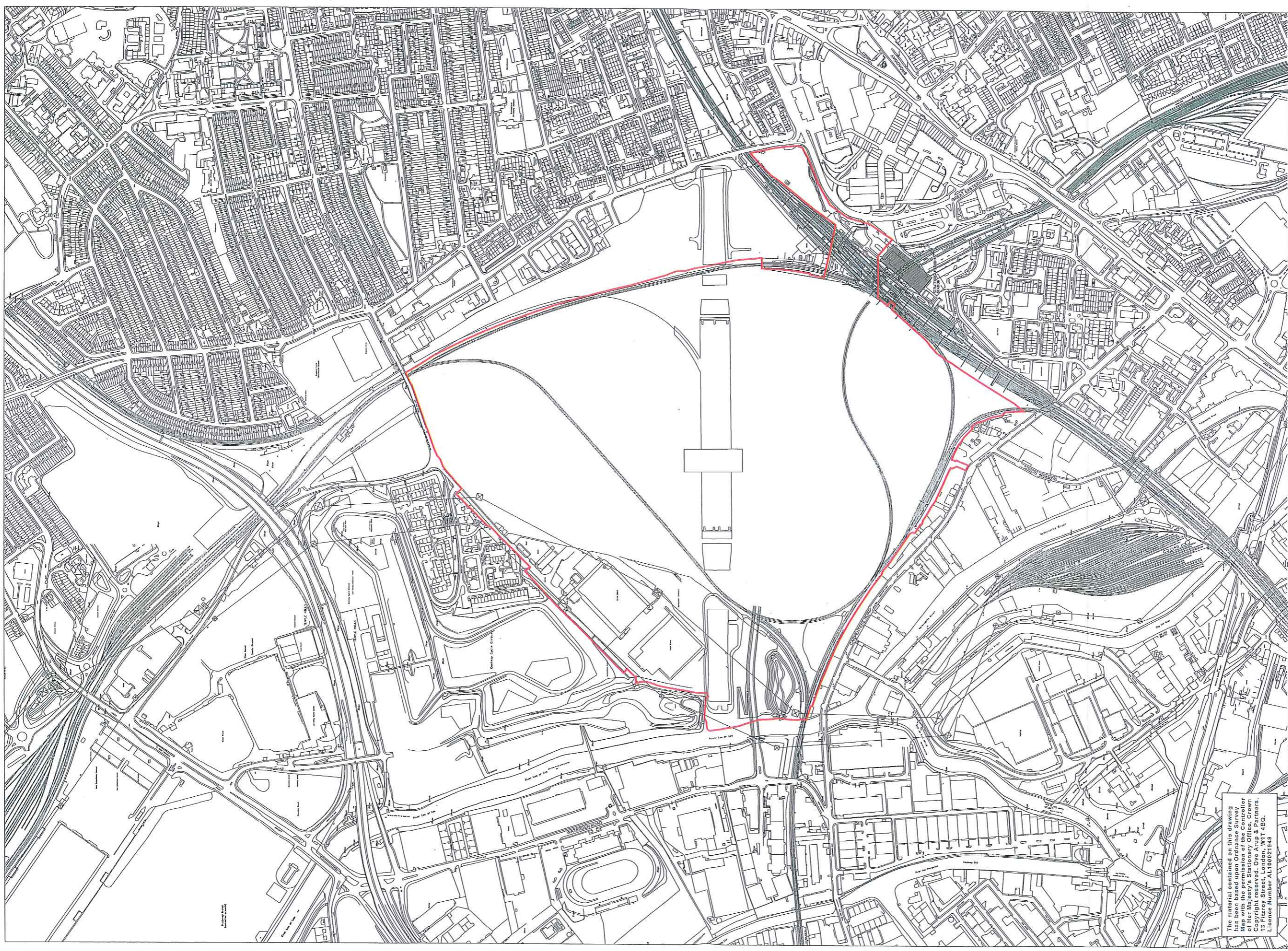
# ZONE 1 PLANNING APPLICATION FOR INTERNAL MODIFICATION WORKS BLOCKS M1-M8 SITE LOCATION PLAN



**Annexure 2**

Stratford City Plan





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**STRATFORD CITY**

CHELSFIELD STANHOPE LCR

Stratford City Outline Planning Application  
Site Location Plan

Scale bar: 1:2500 @A0

Scale: 1:2500 @A0

Date: 16/01/04

Dwg No. AA-39097/P-98-012

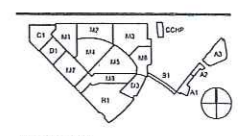
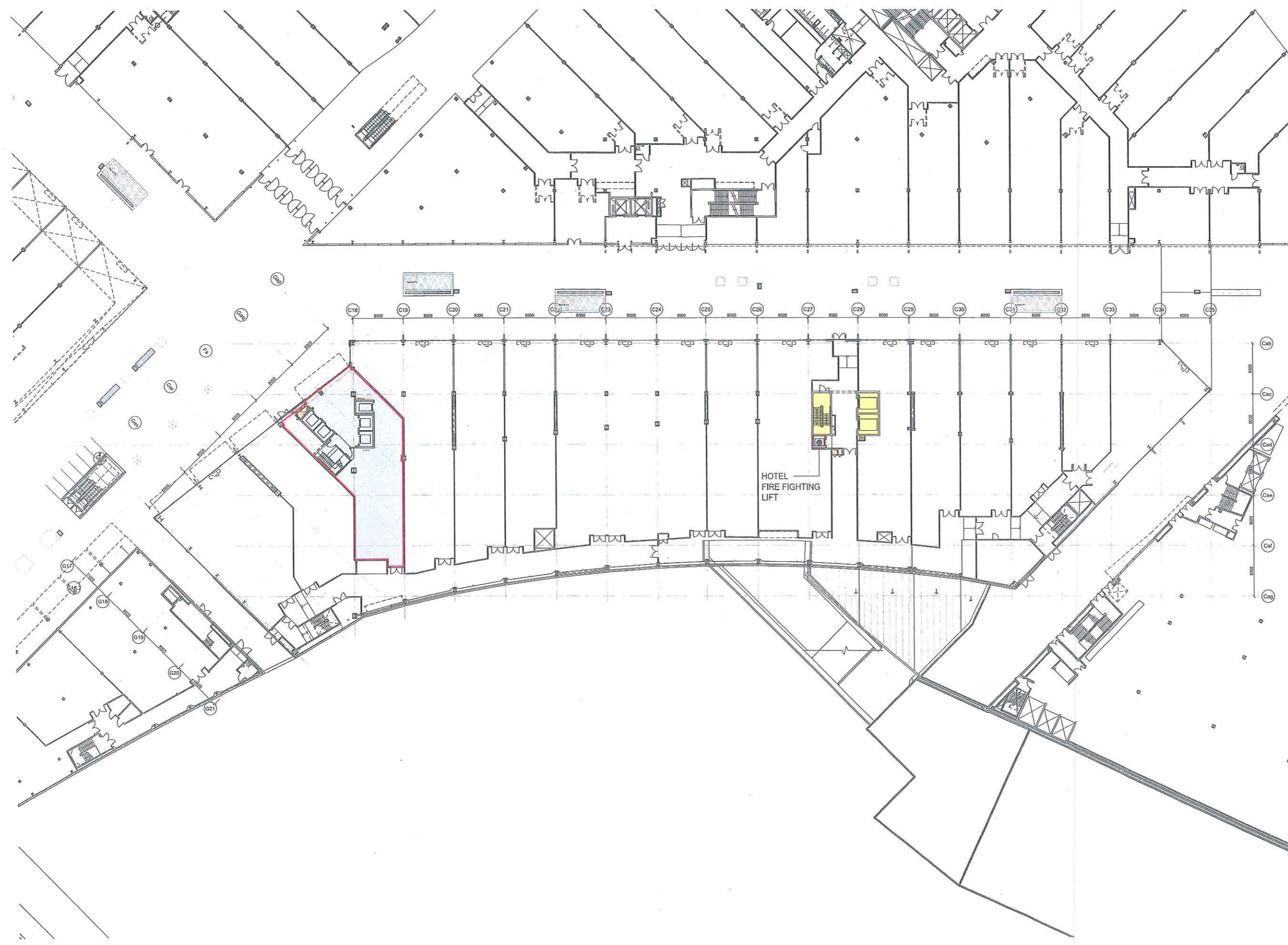
Rev: A



**Annexure 3**

M8 Lobby Area Floorspace

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LOCATION PLAN  
Olympic Delivery Authority Site

This drawing contains the following details:  
SC-14-14-01-01-01  
SC-14-14-01-01-02  
SC-14-14-01-01-03  
SC-14-14-01-01-04  
SC-14-14-01-01-05  
SC-14-14-01-01-06  
SC-14-14-01-01-07  
SC-14-14-01-01-08  
SC-14-14-01-01-09  
SC-14-14-01-01-10  
SC-14-14-01-01-11  
SC-14-14-01-01-12  
SC-14-14-01-01-13  
SC-14-14-01-01-14  
SC-14-14-01-01-15  
SC-14-14-01-01-16  
SC-14-14-01-01-17  
SC-14-14-01-01-18  
SC-14-14-01-01-19  
SC-14-14-01-01-20

KEY

- DEMISE LINE
- EXTENT OF TENANT FLOOR AREA
- SHARED ACCESS VIA LANDLORD STAIRS AND LIFTS
- TENANT RIGHT OF ACCESS TO INSTALL AND MAINTAIN SERVICES

Rev	Issue	By	Date
01	Issue	JJM	01/01/10



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Client  
STRATFORD CITY DEVELOPMENT LIMITED

Project  
**STRATFORD CITY**

Project Number 7301

Zone M8 Hotel  
**LEVEL 14**  
AGREEMENT FOR LEASE PLAN

Comp. File No.	Status
SC-14-14-01-01-01-01	S2

Drawn by	Checked by
JJM	BD

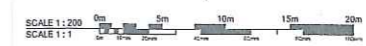
  

Scale	Date
1:200	23-04-2010

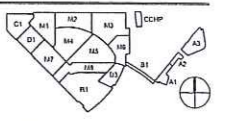
File Number	Revision
SC-WDE-M8-14-DR-A-07005	P00

Purpose of Issue  
**FOR INFORMATION**





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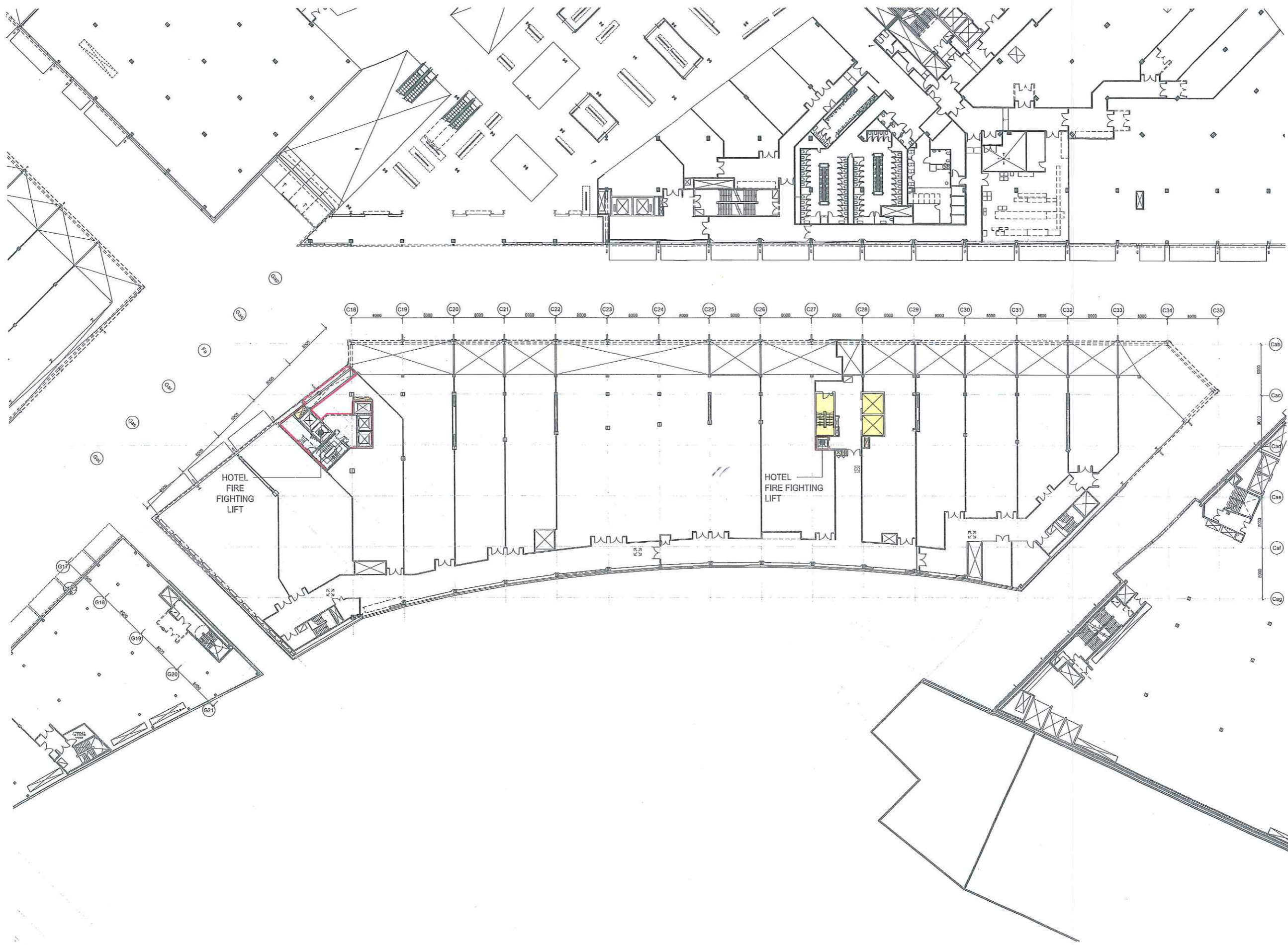


**LOCATION PLAN**  
Distance Survey conducted in accordance with the Olympic Delivery Authority Code

This drawing contains the following word list:  
CCIP  
C1  
M1  
M2  
M3  
M4  
M5  
M6  
M7  
M8  
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M97  
M98  
M99  
M100

**KEY**

- DEMISE LINE
- EXTENT OF TENANT FLOOR AREA
- SHARED ACCESS VIA LANDLORD STAIRS AND LIFTS
- TENANT RIGHT OF ACCESS TO INSTALL AND MAINTAIN SERVICES



PO: 10/1/10 Initial Issue JJJ/JT  
Rev: Date Revision By: Checked  
Consultant



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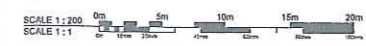
Client: STRATFORD CITY DEVELOPMENT LIMITED

**STRATFORD CITY**

Drawing Title: Project Number: 23001  
**ZONE M8 HOTEL  
LEVEL 20  
AGREEMENT FOR LEASE PLAN**

Comp. File No.: Status: S2  
Drawn by: JJJ/JT Checked by: SD  
Scale: 1:200 Date: 22/04/2010  
File Name: Stratford City Development Limited

SC-WDE-M8-20-DR-A-07002 P00

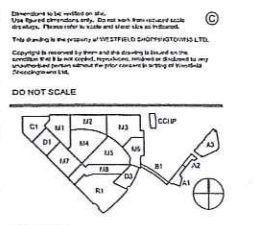
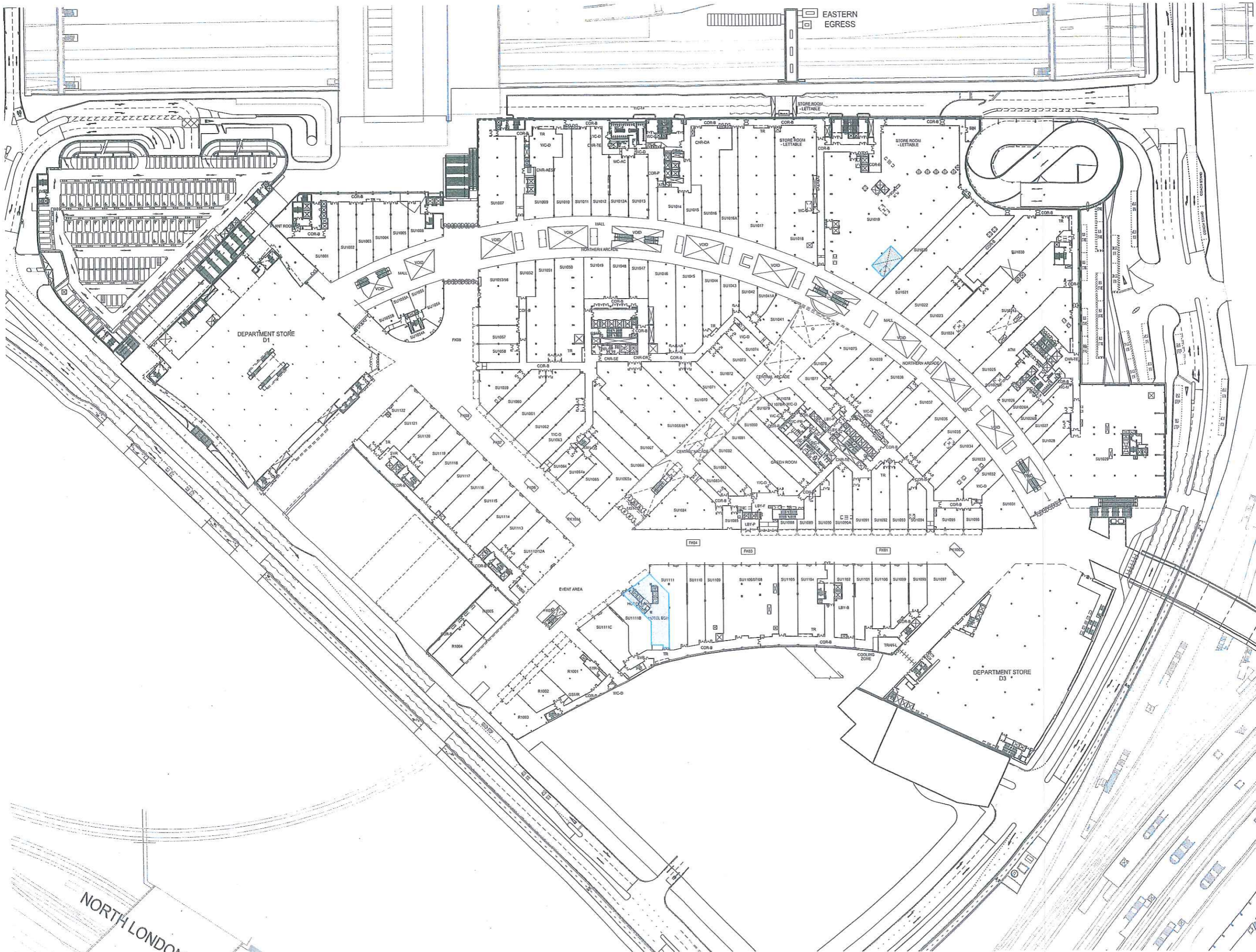


Purpose of Issue: FOR INFORMATION

**Annexure 4**

Relocated Retail Floorspace





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DO NOT SCALE

LEGEND:  
 REDUCED AREA

DEPARTMENT STORE D1

DEPARTMENT STORE D3

EVENT AREA

NORTHERN ARCADE

CENTRAL MALL

EASTERN EGRESS

PO1 10.05.11	Updated Areas	JJJ/WD
PO2 22.03.11	Initial Issues for Planning	JJJ/BD
Rev. Date	Revision	By: Check/Date
	Consultant	



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Client: STRATFORD CITY DEVELOPMENT LIMITED

Project: STRATFORDCITY

Drawing Title: Zone 1 Tenancy Penetrations  
 Project Number: 73001

ZONE 1  
 TENANCY PENETRATIONS  
 GROUND FLOOR LEVEL (+14.450)

Scale: 1:500  
 Date: 20.08.2009

Drawn by: JJJ/WD  
 Checked by: JJJ/WD

Scale: 1:500  
 Date: 20.08.2009

File Name: SC-WDE-Z1-14-DR-A-08009  
 P01

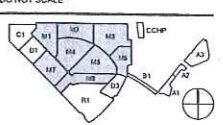
Purpose of Issue: Planning

1 GENERAL ARRANGEMENT PLAN GROUND FLOOR LEVEL (+14.450 AOD)

NORTH LONDON



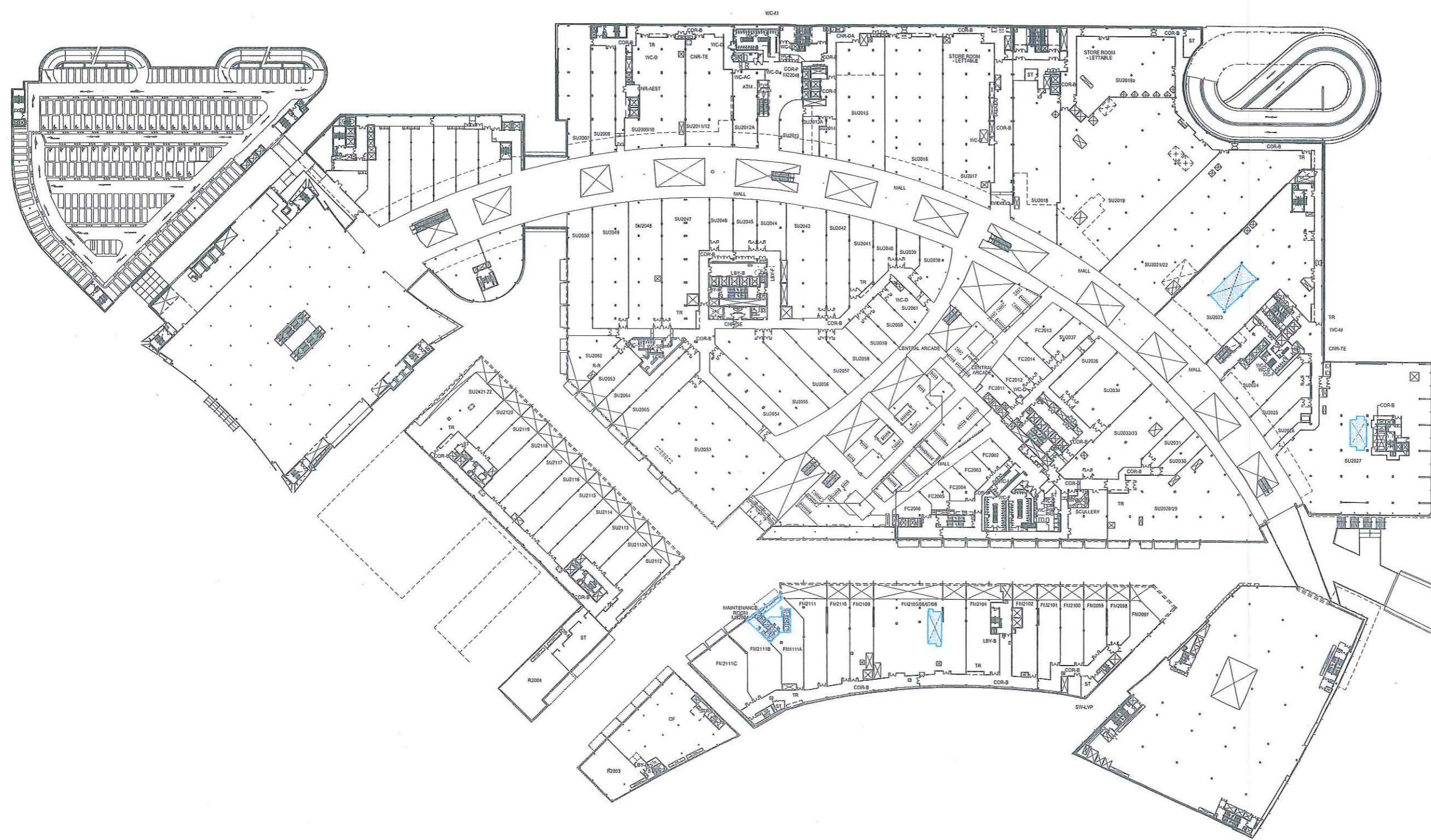
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LOCATION PLAN  
 Distance Survey not-to-scale with the Olympic Delivery Authority Grid

This drawing contains the following model files:  
 01-01-01-01-01-01.dwg  
 02-01-01-01-01-01.dwg  
 03-01-01-01-01-01.dwg  
 04-01-01-01-01-01.dwg  
 05-01-01-01-01-01.dwg  
 06-01-01-01-01-01.dwg  
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 18-01-01-01-01-01.dwg  
 19-01-01-01-01-01.dwg  
 20-01-01-01-01-01.dwg

LEGEND:  
 DEDUCTED AREA



PS1	18.05.11	Original Issue	JUV/ED
PS2	22.05.11	Initial Issue for Planning	JUV/ED
Rev.	Date	Rev/Rev	By/Checked
Cons/Rev			

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Client:  
**STRATFORD CITY DEVELOPMENT LIMITED**

Project:  
**STRATFORD CITY**

Drawing Title: **ZONE Z1 TENANCY PENETRATIONS FIRST FLOOR LEVEL (+20,440 AOD)** Project Number: 73201

Comp. File No. Status:  
 SC-WDE-Z1-20-DR-A-08003 SO

Drawn by: JUV Checked by: JUV  
 Scale: @1:500 Date: 01.04.2009

File Number: SC-WDE-Z1-20-DR-A-08003 Rev/Rev:  
**For Planning**

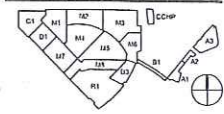
Purpose of Issue:  
 Westfield Status:

1 GENERAL ARRANGEMENT PLAN FIRST FLOOR LEVEL (+20,440 AOD)



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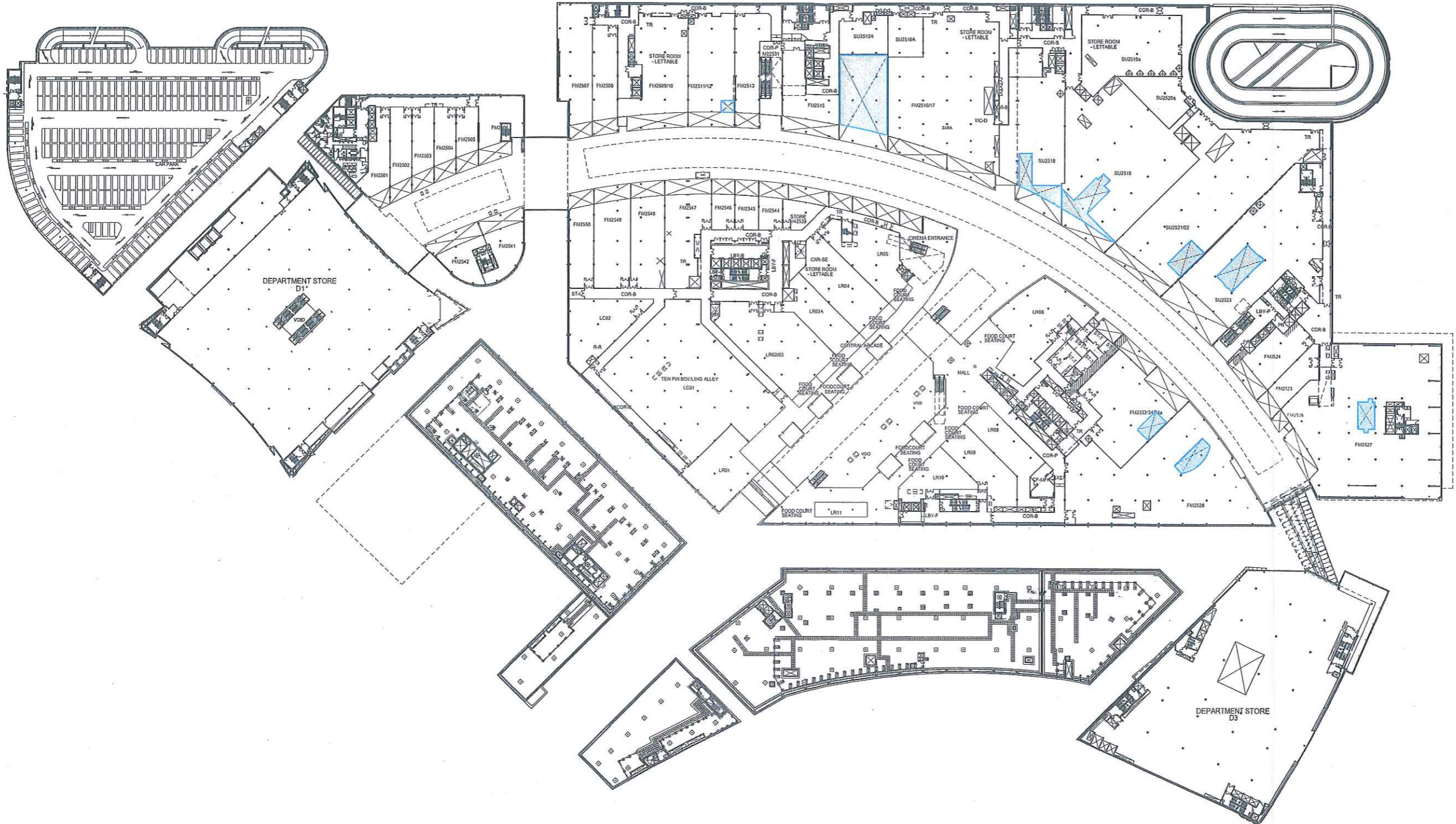
DO NOT SCALE



LOCATION PLAN  
Detailed Survey provided in accordance with the City of Stratford Authority Code

This drawing provides the following floor levels:  
 00.00m - Ground Level  
 01.00m - 1st Floor  
 02.00m - 2nd Floor  
 03.00m - 3rd Floor  
 04.00m - 4th Floor  
 05.00m - 5th Floor  
 06.00m - 6th Floor  
 07.00m - 7th Floor  
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 97.00m - 97th Floor  
 98.00m - 98th Floor  
 99.00m - 99th Floor  
 100.00m - 100th Floor

LEGEND:  
 DEDUCTED AREA



PO1	10.05.11	Updated Areas	JAV/BO
PO2	22.03.11	Initial Issue for Planning	JAV/BO
Rev. Date	Revision	By	Checked



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**STRATFORDCITY**

Drawing Title: Project Number: 73001

**ZONE 1  
TENANCY PENETRATIONS  
SECOND FLOOR LEVEL (+24 AOD)**

Comp. File No. Status: S2

Drawn by: JAV/BO Checked by: JAV/BO

Scale: 1:500 Date: 20.05.2003

File Number: SC-WDE-Z1-25-DR-A-08012 PO1

Purpose of Issue: For Planning