

DATED 17 May 2018

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) INNOVATION CITY (LONDON) LIMITED
- (3) DEUTSCHE BANK AG

SECOND SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

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

relating to land at the former International Broadcast Centre, Here East, Waterden Road, London, E20 3BS

THIS SUPPLEMENTAL AGREEMENT is made on

17 May

2018

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **INNOVATION CITY (LONDON) LIMITED** (Co. Regn. No. 7640912) whose registered address is 6th Floor Lansdowne House, 57 Berkeley Square, London W1J 6ER (the "**Developer**"); and
- (3) **DEUTSCHE BANK AG** (incorporated in Germany) (UK Regn. No. FC007615) of Winchester House, 1 Great Winchester Street, London EC2N 2DB (the "**Chargee**").

RECITALS

WHEREAS:-

- (A) The LPA is the local planning authority for the purposes of section 106 of the Act for the area within which the Cultural Site is situated.
- (B) The LPA is the freehold owner of the land within which the Cultural Site is located as registered at the Land Registry under title number EGL533902.
- (C) The Developer has a leasehold interest in the Cultural Site registered at the Land Registry under title number AGL314835.
- (D) On 1 April 2014 the LPA and the Developer entered into the Principal Agreement. On 10 September 2015 the LPA, the Developer, Mount Street Loan Solutions LLP and DV4 Properties ICity Co Limited entered into the First Supplemental Agreement.
- (E) On 13 March 2018 the Developer submitted the Change of Use Application to the LPA.
- (F) The LPA has resolved to approve the planning application subject to the prior completion of this supplemental agreement which is intended in part to ensure that where relevant the obligations in the Principal Agreement and the First Supplemental Agreement are binding on the Cultural Site in association with the implementation of the Change of Use Permission.
- (G) The Parties agree that the obligations contained in this Second Supplemental Agreement meet the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended).

OPERATIVE PROVISIONS:-

1. INTERPRETATION

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

"Change of Use"	means the use at the Cultural Site or any part thereof of existing floorspace consented as B8 (data centre) and flexible B1/A1, A3-A5 uses to flexible B8 (storage), D1 (non-residential institution), B1 (business), and A1, A3, A4, A5 (retail) authorised by the Change of Use Permission;
"Change of Use Application"	means the application given reference 18/00103/FUL for the change of use of existing floorspace consented as B8 (data centre) and flexible B1/A1, A3-A5 uses to flexible B8 (storage), D1 (non-residential institution), B1 (business), and A1, A3, A4, A5 (retail);
"Change of Use Permission"	means the planning permission subject to conditions granted pursuant to the Change of Use Application;
"Coach Drop-off Location Plan"	means the plan showing drop-off and pick-up points for coaches attached hereto at Appendix 2
"Coach Visitor Management Plan"	means a plan to manage travel to and from the Cultural Site by coach to be submitted to the LPA in accordance with this Second Supplementary Agreement;
"Coach Drop-off Spaces"	means facilities for coaches to drop off and pick up visitors to the Cultural Site;
"Cultural Facilities Initial Modal Split Baseline"	<p>means the split of modes of travel to and from the Cultural Site by employees at and visitors to the Cultural Site predicted in the transport assessment which accompanied the Change of Use Application of:</p> <p>Employees:</p> <ul style="list-style-type: none"> (a) public transport – 62% (b) car, taxi, motorcycle – 14% (c) walking and cycling – 24% <p>Visitors:</p> <ul style="list-style-type: none"> (a) public transport – 72% (b) car, taxi, motorcycle – 7% (c) walking and cycling – 21%
"Cultural Facilities Monitoring"	means monitoring in accordance with the monitoring and review arrangements set out in the approved Cultural Facilities Travel Plan;
"Cultural Facilities Monitoring"	means a period of not less than 10 years commencing from the date of first Occupation

Period"	of the Cultural Site unless otherwise agreed with the LPA;
"Cultural Facilities Monitoring Report"	means a report submitted to the LPA in accordance with this Second Supplementary Agreement and to include the results of the Cultural Facilities Monitoring;
"Cultural Facilities Travel Plan"	means the Travel Plan for the Cultural Site to be prepared in accordance with the TfL Travel Planning Guidance (November 2013) or such replacement or updated guidance promulgated from time to time by TfL and to be submitted to the LPA in accordance with this Second Supplementary Agreement;
"Cultural Facilities Travel Plan Review Period"	means initially the period of twelve months commencing on first Occupation of any part of the Cultural Site and thereafter annually on a rolling basis for a period of not less than 10 years unless otherwise agreed with the LPA;
"Cultural Site"	means the land subject to the Change of Use Permission shown edged red on the plan attached hereto at Appendix 1;
"Cultural Trip Mitigation Sum"	means the sum of five hundred thousand pounds (£500,000) less any Cumulative Transport Mitigation Sum paid to the LPA;
"Cumulative Transport Mitigation Sum"	means the sum of two hundred and fifty thousand pounds (£250,000) including the sum of any costs incurred or contribution made pursuant to paragraph 22.1 of Schedule 3 to the Principal Agreement;
"First Supplemental Agreement"	means an agreement to supplement the Principal Agreement dated 10 September 2015 between the LPA (1) Innovation City (London) Limited (2) Mount Street Loan Solutions LLP (3) and DV4 Properties Icity Co Limited (4) and entered into pursuant to section 106 of the 1990 Act and other relevant powers; and
"Principal Agreement"	means an agreement dated 1 April 2014 between the LPA (1) and Innovation City (London) Limited (2) and entered into pursuant to section 106 of the 1990 Act and other relevant powers.

2. OPERATION OF THIS SECOND SUPPLEMENTAL AGREEMENT

- 2.1 This Second Supplemental Agreement is supplemental to the Principal Agreement and the First Supplemental Agreement and is entered into pursuant to section 106 and 106A of the Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The obligations, covenants, undertakings and agreements contained in this Second Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which the Site is located.
- 2.3 It is agreed that any obligation in this Second Supplementary Agreement shall not be enforceable against any statutory undertaker or other person who acquires any part of the Cultural Site or an interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services, public transport or other infrastructure.

3. CONDITIONALITY

- 3.1 Save where expressly provided for in this Second Supplemental Agreement, this Second Supplemental Agreement is conditional upon and shall not take effect until:
- 3.1.1 the Change of Use Permission has been granted and issued; and
 - 3.1.2 Commencement of the Change of Use Permission.
- 3.2 This Second Supplemental Agreement shall lapse and be of no further effect if the Change of the Use Permission:
- 3.2.1 lapses without having been implemented; or
 - 3.2.2 is varied or revoked or otherwise withdrawn otherwise than with the consent of the Developer; or
 - 3.2.3 is quashed following a successful legal challenge.

4. CHARGEES CONSENT

- 4.1 The Chargee hereby consents to the Developer entering into this Second Supplemental Agreement and acknowledges that the Cultural Site shall be bound by the obligations contained in this Second Supplemental Agreement (including where stated the obligations in the Principal Agreement and First Supplemental Agreement) provided that no obligations in this Second Supplemental Agreement shall be binding on or enforceable against the Chargee or any person (natural or corporate) deriving title through the Chargee unless and until such time as the Chargee has entered into possession of the Cultural Site or part thereof to which such obligations relate.

5. OPERATIONAL CLAUSES

General

- 5.1 Save where expressly provided for in Clauses 5.3 and 5.4 and Schedule 1 of this Second Supplemental Agreement, obligations, covenants, undertakings, restrictions and agreements imposed on and/or undertaken by the Developer in the Principal Agreement and by the Owner in the First Supplemental Agreement to the extent that these have not already been performed or discharged shall be construed as if such obligations, covenants, undertakings, restrictions and agreements:

5.1.1 were set out in full in this Second Supplementary Agreement and binding on the Cultural Site in association with the Change of Use Permission; and

5.1.2 to the extent necessary to effect this clause:

(a) the definition in the Principal Agreement of "Applications" shall be construed as if it includes reference to the Change of Use Application;

(b) the definition in the Principal Agreement of "IBC Car Parking Spaces" shall be construed as if it is replaced with the following wording:

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

5.2 Save where expressly provided for in this Second Supplemental Agreement, the definitions set out in clause 1.1 of the Principal Agreement shall apply as if they were set out in full in this Second Supplemental Agreement. .

5.3 The parties agree that Clauses 8, 10, 11, 13, and 19 in the Principal Agreement shall apply as if they were set out in full in this Second Supplemental Agreement and where relevant references to Deed shall be construed as being reference to the Second Supplemental Agreement for the purposes of the Second Supplemental Agreement.

Developer's Further Obligations

5.4 The Developer covenants to the LPA to comply with the obligations in Schedule 1 of this Second Supplemental Agreement PROVIDED THAT paragraphs 10 to 23 inclusive of Schedule 3 of the Principal Agreement shall not apply or be construed as included in this Second Supplemental Agreement.

6. No Waiver

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

7. MISCELLANEOUS

7.1 If any provision of this Second Supplementary Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of this Second Supplementary Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

7.2 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Second Supplementary Agreement after parting with its interest in the Cultural Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

7.3 No obligation in this Second Supplementary Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have a benefit of a charge or mortgage of or on any parts of the Cultural Site or any receiver

appointed by such chargee or mortgagee or any persons deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Cultural Site or part thereof to which such obligation relates.

7.4 This Second Supplemental Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees granted out of the Developer's interest in the Cultural Site of the Cultural Site.

7.5 Other than the Change of Use Permission nothing in this Second Supplementary Agreement shall prohibit or limit the right to develop any part of the Cultural Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Second Supplementary Agreement.

7.6 Where this Second Supplementary Agreement imposes an obligation on the Developer, that obligation shall be enforceable against any Developer that takes any steps or allows any steps to be taken which triggers such undertaking in respect of the Cultural Site or part thereof.

8. **The LPA'S Legal and Other Costs**

8.1 The Developer agrees that on completion of this Second Supplementary Agreement it will pay the LPA's reasonable and proper legal costs reasonably and properly incurred in negotiating and completing this Second Supplementary Agreement.

9. **Rights of Third Parties**

9.1 No term of this Second Supplementary Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Second Supplementary Agreement.

10. **LOCAL LAND CHARGE**

This Second Supplementary Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Second Supplementary Agreement as a deed the day and year first above written

SCHEDULE 1

DEVELOPER OBLIGATIONS

The Developer covenants with the LPA that:

1. **Transport and Travel Plans**

1.1 Prior to Commencement of the Change of Use the Developer shall:

1.1.1 submit and obtain the LPA's approval to the Cultural Facilities Travel Plan;

1.1.2 appoint a Travel Plan Sub-Coordinator and notify the LPA of the name and contact details of such officer.

1.2 The Cultural Facilities Travel Plan shall include details of:

1.2.1 a system to monitor trips by cars, taxis, motorcycles and coaches to and from the Cultural Site together with details of any monitoring equipment;

1.2.2 a system for monitoring the modal share of trips to and from the Cultural Site;

1.2.3 a system to monitor the frequency and intensity of the use of the Car Parking Spaces;

1.2.4 a system to monitor the frequency and intensity of the use of the Cycle Parking Spaces;

1.2.5 a system to monitor the frequency and intensity of the use of the drop-off and pick-up locations and pedestrian routes identified on the Coach Parking and Management Plan;

1.2.6 how the monitoring system will be maintained;

1.2.7 how the monitoring data will be collected;

1.2.8 how the results will be reported to the LPA;

1.2.9 how the use of sustainable means of transport (other than cars, taxis and motorcycles) to and from the Cultural Site by staff and visitors will be monitored

1.2.10 confirmation of the Cultural Initial Modal Split Baseline;

1.2.11 subsequent targets to progressively reduce the number of trips to and from the Cultural Site by car, taxi and motorcycle from the Cultural Initial Modal Split Baseline figure of 14% (employment) to 10% and 7% (visitors) to 4% during the Cultural Facilities Monitoring Period; and

1.2.12 appropriate measures to encourage and increase sustainable modes of travel to and from the Cultural Site so as to exceed the figures in the Cultural Initial Modal Split Baseline for public transport, walking and cycling.

1.3 The Developer shall implement the approved Cultural Facilities Travel Plan during the life of the Change of Use and shall include provisions in any lease or license of any part of the Cultural Site requiring any Tenant of such part to comply with the Cultural Facilities Travel Plan and any amendments thereto.

1.4 The Cultural Site shall not be Occupied other than in accordance with the approved Cultural Facilities Travel Plan and any amendments thereto.

2. **Monitoring Reports**

2.1 The Developer shall during the Cultural Facilities Monitoring Period carry out the Cultural Facilities Monitoring.

2.2 During the Cultural Facilities Monitoring Period the Developer shall prepare and submit to the LPA for approval a Cultural Facilities Monitoring Report by not later than 42 days after the end of each Cultural Facilities Travel Plan Review Period.

2.3 The Cultural Facilities Monitoring Report shall include details of:

2.3.1 the amount of floorspace (in square metres) within the Cultural Site which is Occupied at the date the report is prepared;

2.3.2 measures introduced and actions taken to promote the Cultural Facilities Travel Plan;

2.3.3 details of the average annual occupancy rates of the Car Parking Spaces by staff and visitors to the Cultural Site;

2.3.4 details of trip generation rates;

2.3.5 details of mode share and changes in mode share over time;

2.3.6 details of the extent to which the Cultural Facilities Travel Plan has achieved its target and objectives within the preceding twelve months;

2.3.7 where the objectives and/or targets specified in the Cultural Facilities Travel Plan has not been met during the period covered by the Cultural Facilities Monitoring Report, details of enhanced and/or additional measures to bridge any shortfall in achieving the objectives and targets of the approved Cultural Facilities Travel Plan together with a timetable for implementing such measures;

2.3.8 sufficient information to establish when the average trips to and from the Cultural Site by car, taxi and motorcycle exceed the Cultural Initial Modal Split Baseline for that means of transport in any period of 12 consecutive months; and

2.3.9 details of compliance with the Coach Visitor Management Plan including the use of the approved Coach Parking Spaces and identified pedestrian routes.

2.4 If any Cultural Facilities Travel Plan Monitoring Report includes a revised Cultural Facilities Travel Plan for approval by the LPA the Developer shall implement the revised Cultural Facilities Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

3. **Transport Mitigation Measures**

3.1 If the average trips to and from the Cultural Site by car, taxi and motorcycle as recorded by the Cultural Facilities Travel Plan Monitoring exceed the Cultural Initial Modal Split Baseline for that means of transport in any period of 12 consecutive months during the Cultural Facilities Monitoring Period, the Developer shall:

3.1.1 agree with the LPA measures additional to any measures set out in the approved Cultural Facilities Travel Plan or a Cultural Facilities Monitoring Report to reduce the number of trips to and from the Cultural Site by car, taxi

and motorcycle below the Cultural Initial Modal Split Baseline. Such measures may include but shall not be limited to:

- (a) the provision of or contribution towards the delivery of physical infrastructure designed to reduce reliance on cars; and/or
- (b) the introduction of or increase in any charges for car parking within the MSCP for employees at and visitors to the Cultural Site or the introduction of further restrictions on parking within the MSCP for employees at and visitors to the Cultural Site;
- (c) legal or other arrangements entered into between the Developer and any provider of public transport facilities to improve accessibility to the Cultural Site by public transport;

PROVIDED THAT the cost of works under (c) above to the Developer or the amount of any contribution made under (a) above shall not exceed the Cumulative Transport Mitigation Sum and where the works or measures are within the Developer's control the Developer shall use Reasonable Endeavours to complete the works or measures within 18 months of the identified works or measures being agreed by the LPA;

3.1.2 provide a Cultural Facilities Monitoring Report for each 12 month period during the Cultural Facilities Monitoring Period following the agreement of the additional measures proposed pursuant to paragraph 3.1 provided this obligation shall cease if two consecutive Cultural Facilities Monitoring Reports provided pursuant to this paragraph demonstrate that the average trips to and from the Cultural Site by car, taxi and motorcycle measured over a period of 12 consecutive months remain below or at the Cultural Initial Modal Split Baseline or on payment of the Cultural Trip Mitigation Sum whichever is the earlier; and

3.1.3 if after implementation of the measures agreed pursuant to paragraph 3.1 (which where physical measures or increased services are to be provided means after completion or the bringing in of those measures) the average trips to and from the Cultural Site by car, taxi, and motorcycle as recorded by the Cultural Facilities Monitoring over a consecutive period of 12 months during the Cultural Facilities Monitoring Period exceed the Cultural Initial Modal Split Baseline for that means of transport, then the Developer shall pay the Cultural Trip Mitigation Sum as a one-off payment to the LPA within 28 (twenty eight) days of a demand notice from the LPA save that where the Trip Mitigation Sum has been paid to the LPA pursuant to paragraph 22 of Schedule 3 to the Principal Agreement the Cultural Trip Mitigation Sum shall not be payable under this paragraph 3.1.3.

3.2 The LPA shall spend any Cultural Trip Mitigation Sum paid pursuant to this Schedule on improved sustainable transport measures for the benefit of the Cultural Site and Development as appropriate and the LPA shall use Reasonable Endeavours to agree such spending with the Developer.

4. **Coach Visitor Management**

4.1 The Developer shall use Reasonable Endeavours to provide the Coach Drop-off Spaces in accordance with the Coach Drop-off Location Plan prior to any part of the Cultural Site being opened for visitors.

4.2 No part of the Cultural Site shall be opened for visitors until the Coach Drop-off Spaces have been provided in accordance with the Coach Drop-off Location Plan or at such other location as the Developer may agree with LPA in writing.

- 4.3 Prior to any part of the Cultural Site being opened for visitors, the Developer shall submit and obtain the LPA's approval to the Coach Visitor Management Plan.
- 4.4 The Coach Visitor Management Plan shall include details of:
 - 4.4.1 how the approved Coach Drop-off Spaces will be managed; and
 - 4.4.2 identified pedestrian routes to and from the Cultural Site from the approved Coach Drop-off Spaces and how such routes will be managed.

EXECUTION PAGE

EXECUTED as a deed by affixing the)
Common Seal of LONDON LEGACY)
DEVELOPMENT CORPORATION)

in the presence of : -)



[Handwritten signature]
.....
Authorised Signatory

EXECUTED as a deed by INNOVATION)
CITY (LONDON) LIMITED)
acting by:-)

[Handwritten signature]
.....
Director

in the presence of:-)
.....

Signature of witness:)
[Handwritten signature]

Name of witness:)
S. RICHARD

Address of witness:)
LANSDOWNE HOUSE

BERKELEY SQUARE, LONDON W1

Occupation of witness:)
CHARTERED SURVEYOR

EXECUTED as a deed by DEUTSCHE)
BANK AG)
acting by:-)

[Handwritten signature]
.....
Director Clive Rakestrow
Vice President

[Handwritten signature]
.....
Director/Secretary Françoise Rivière
Vice President



APPENDIX 1
Cultural Site Plan

DATED 17 May 2018

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) INNOVATION CITY (LONDON) LIMITED
- (3) DEUTSCHE BANK AG

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- (C) The Developer has a leasehold interest in the Cultural Site registered at the Land Registry under title number AGL314835.
- (D) On 1 April 2014 the LPA and the Developer entered into the Principal Agreement. On 10 September 2015 the LPA, the Developer, Mount Street Loan Solutions LLP and DV4 Properties ICity Co Limited entered into the First Supplemental Agreement.
- (E) On 13 March 2018 the Developer submitted the Change of Use Application to the LPA.
- (F) The LPA has resolved to approve the planning application subject to the prior completion of this supplemental agreement which is intended in part to ensure that where relevant the obligations in the Principal Agreement and the First Supplemental Agreement are binding on the Cultural Site in association with the implementation of the Change of Use Permission.
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"Change of Use Application"	means the application given reference 18/00103/FUL for the change of use of existing floorspace consented as B8 (data centre) and flexible B1/A1, A3-A5 uses to flexible B8 (storage), D1 (non-residential institution), B1 (business), and A1, A3, A4, A5 (retail);
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- 3.1.2 Commencement of the Change of Use Permission.
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- 3.2.2 is varied or revoked or otherwise withdrawn otherwise than with the consent of the Developer; or
- 3.2.3 is quashed following a successful legal challenge.

4. **CHARGEES CONSENT**

- 4.1 The Chargee hereby consents to the Developer entering into this Second Supplemental Agreement and acknowledges that the Cultural Site shall be bound by the obligations contained in this Second Supplemental Agreement (including where stated the obligations in the Principal Agreement and First Supplemental Agreement) provided that no obligations in this Second Supplemental Agreement shall be binding on or enforceable against the Chargee or any person (natural or corporate) deriving title through the Chargee unless and until such time as the Chargee has entered into possession of the Cultural Site or part thereof to which such obligations relate.

5. **OPERATIONAL CLAUSES**

General

- 5.1 Save where expressly provided for in Clauses 5.3 and 5.4 and Schedule 1 of this Second Supplemental Agreement, obligations, covenants, undertakings, restrictions and agreements imposed on and/or undertaken by the Developer in the Principal Agreement and by the Owner in the First Supplemental Agreement to the extent that these have not already been performed or discharged shall be construed as if such obligations, covenants, undertakings, restrictions and agreements:

5.1.1 were set out in full in this Second Supplementary Agreement and binding on the Cultural Site in association with the Change of Use Permission; and

5.1.2 to the extent necessary to effect this clause:

(a) the definition in the Principal Agreement of "Applications" shall be construed as if it includes reference to the Change of Use Application;

(b) the definition in the Principal Agreement of "IBC Car Parking Spaces" shall be construed as if it is replaced with the following wording:

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Developer's Further Obligations

5.4 The Developer covenants to the LPA to comply with the obligations in Schedule 1 of this Second Supplemental Agreement PROVIDED THAT paragraphs 10 to 23 inclusive of Schedule 3 of the Principal Agreement shall not apply or be construed as included in this Second Supplemental Agreement.

6. No Waiver

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

7. MISCELLANEOUS

7.1 If any provision of this Second Supplementary Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of this Second Supplementary Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

7.2 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Second Supplementary Agreement after parting with its interest in the Cultural Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

7.3 No obligation in this Second Supplementary Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have a benefit of a charge or mortgage of or on any parts of the Cultural Site or any receiver

appointed by such chargee or mortgagee or any persons deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Cultural Site or part thereof to which such obligation relates.

- 7.4 This Second Supplemental Agreement shall not be enforceable against individual owners, individual occupiers or individual lessees granted out of the Developer's interest in the Cultural Site of the Cultural Site.
- 7.5 Other than the Change of Use Permission nothing in this Second Supplementary Agreement shall prohibit or limit the right to develop any part of the Cultural Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Second Supplementary Agreement.
- 7.6 Where this Second Supplementary Agreement imposes an obligation on the Developer, that obligation shall be enforceable against any Developer that takes any steps or allows any steps to be taken which triggers such undertaking in respect of the Cultural Site or part thereof.

8. **The LPA'S Legal and Other Costs**

- 8.1 The Developer agrees that on completion of this Second Supplementary Agreement it will pay the LPA's reasonable and proper legal costs reasonably and properly incurred in negotiating and completing this Second Supplementary Agreement.

9. **Rights of Third Parties**

- 9.1 No term of this Second Supplementary Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Second Supplementary Agreement.

10. **LOCAL LAND CHARGE**

This Second Supplementary Agreement is a local land charge and shall be registered as such.

IN WITNESS whereof the parties have executed this Second Supplementary Agreement as a deed the day and year first above written

SCHEDULE 1

DEVELOPER OBLIGATIONS

The Developer covenants with the LPA that:

1. **Transport and Travel Plans**

1.1 Prior to Commencement of the Change of Use the Developer shall:

1.1.1 submit and obtain the LPA's approval to the Cultural Facilities Travel Plan;

1.1.2 appoint a Travel Plan Sub-Coordinator and notify the LPA of the name and contact details of such officer.

1.2 The Cultural Facilities Travel Plan shall include details of:

1.2.1 a system to monitor trips by cars, taxis, motorcycles and coaches to and from the Cultural Site together with details of any monitoring equipment;

1.2.2 a system for monitoring the modal share of trips to and from the Cultural Site;

1.2.3 a system to monitor the frequency and intensity of the use of the Car Parking Spaces;

1.2.4 a system to monitor the frequency and intensity of the use of the Cycle Parking Spaces;

1.2.5 a system to monitor the frequency and intensity of the use of the drop-off and pick-up locations and pedestrian routes identified on the Coach Parking and Management Plan;

1.2.6 how the monitoring system will be maintained;

1.2.7 how the monitoring data will be collected;

1.2.8 how the results will be reported to the LPA;

1.2.9 how the use of sustainable means of transport (other than cars, taxis and motorcycles) to and from the Cultural Site by staff and visitors will be monitored

1.2.10 confirmation of the Cultural Initial Modal Split Baseline;

1.2.11 subsequent targets to progressively reduce the number of trips to and from the Cultural Site by car, taxi and motorcycle from the Cultural Initial Modal Split Baseline figure of 14% (employment) to 10% and 7% (visitors) to 4% during the Cultural Facilities Monitoring Period; and

1.2.12 appropriate measures to encourage and increase sustainable modes of travel to and from the Cultural Site so as to exceed the figures in the Cultural Initial Modal Split Baseline for public transport, walking and cycling.

1.3 The Developer shall implement the approved Cultural Facilities Travel Plan during the life of the Change of Use and shall include provisions in any lease or license of any part of the Cultural Site requiring any Tenant of such part to comply with the Cultural Facilities Travel Plan and any amendments thereto.

1.4 The Cultural Site shall not be Occupied other than in accordance with the approved Cultural Facilities Travel Plan and any amendments thereto.

2. **Monitoring Reports**

2.1 The Developer shall during the Cultural Facilities Monitoring Period carry out the Cultural Facilities Monitoring.

2.2 During the Cultural Facilities Monitoring Period the Developer shall prepare and submit to the LPA for approval a Cultural Facilities Monitoring Report by not later than 42 days after the end of each Cultural Facilities Travel Plan Review Period.

2.3 The Cultural Facilities Monitoring Report shall include details of:

2.3.1 the amount of floorspace (in square metres) within the Cultural Site which is Occupied at the date the report is prepared;

2.3.2 measures introduced and actions taken to promote the Cultural Facilities Travel Plan;

2.3.3 details of the average annual occupancy rates of the Car Parking Spaces by staff and visitors to the Cultural Site;

2.3.4 details of trip generation rates;

2.3.5 details of mode share and changes in mode share over time;

2.3.6 details of the extent to which the Cultural Facilities Travel Plan has achieved its target and objectives within the preceding twelve months;

2.3.7 where the objectives and/or targets specified in the Cultural Facilities Travel Plan has not been met during the period covered by the Cultural Facilities Monitoring Report, details of enhanced and/or additional measures to bridge any shortfall in achieving the objectives and targets of the approved Cultural Facilities Travel Plan together with a timetable for implementing such measures;

2.3.8 sufficient information to establish when the average trips to and from the Cultural Site by car, taxi and motorcycle exceed the Cultural Initial Modal Split Baseline for that means of transport in any period of 12 consecutive months; and

2.3.9 details of compliance with the Coach Visitor Management Plan including the use of the approved Coach Parking Spaces and identified pedestrian routes.

2.4 If any Cultural Facilities Travel Plan Monitoring Report includes a revised Cultural Facilities Travel Plan for approval by the LPA the Developer shall implement the revised Cultural Facilities Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

3. **Transport Mitigation Measures**

3.1 If the average trips to and from the Cultural Site by car, taxi and motorcycle as recorded by the Cultural Facilities Travel Plan Monitoring exceed the Cultural Initial Modal Split Baseline for that means of transport in any period of 12 consecutive months during the Cultural Facilities Monitoring Period, the Developer shall:

3.1.1 agree with the LPA measures additional to any measures set out in the approved Cultural Facilities Travel Plan or a Cultural Facilities Monitoring Report to reduce the number of trips to and from the Cultural Site by car, taxi

and motorcycle below the Cultural Initial Modal Split Baseline. Such measures may include but shall not be limited to:

- (a) the provision of or contribution towards the delivery of physical infrastructure designed to reduce reliance on cars; and/or
- (b) the introduction of or increase in any charges for car parking within the MSCP for employees at and visitors to the Cultural Site or the introduction of further restrictions on parking within the MSCP for employees at and visitors to the Cultural Site;
- (c) legal or other arrangements entered into between the Developer and any provider of public transport facilities to improve accessibility to the Cultural Site by public transport;

PROVIDED THAT the cost of works under (c) above to the Developer or the amount of any contribution made under (a) above shall not exceed the Cumulative Transport Mitigation Sum and where the works or measures are within the Developer's control the Developer shall use Reasonable Endeavours to complete the works or measures within 18 months of the identified works or measures being agreed by the LPA;

3.1.2 provide a Cultural Facilities Monitoring Report for each 12 month period during the Cultural Facilities Monitoring Period following the agreement of the additional measures proposed pursuant to paragraph 3.1 provided this obligation shall cease if two consecutive Cultural Facilities Monitoring Reports provided pursuant to this paragraph demonstrate that the average trips to and from the Cultural Site by car, taxi and motorcycle measured over a period of 12 consecutive months remain below or at the Cultural Initial Modal Split Baseline or on payment of the Cultural Trip Mitigation Sum whichever is the earlier; and

3.1.3 if after implementation of the measures agreed pursuant to paragraph 3.1 (which where physical measures or increased services are to be provided means after completion or the bringing in of those measures) the average trips to and from the Cultural Site by car, taxi, and motorcycle as recorded by the Cultural Facilities Monitoring over a consecutive period of 12 months during the Cultural Facilities Monitoring Period exceed the Cultural Initial Modal Split Baseline for that means of transport, then the Developer shall pay the Cultural Trip Mitigation Sum as a one-off payment to the LPA within 28 (twenty eight) days of a demand notice from the LPA save that where the Trip Mitigation Sum has been paid to the LPA pursuant to paragraph 22 of Schedule 3 to the Principal Agreement the Cultural Trip Mitigation Sum shall not be payable under this paragraph 3.1.3.

3.2 The LPA shall spend any Cultural Trip Mitigation Sum paid pursuant to this Schedule on improved sustainable transport measures for the benefit of the Cultural Site and Development as appropriate and the LPA shall use Reasonable Endeavours to agree such spending with the Developer.

4. **Coach Visitor Management**

4.1 The Developer shall use Reasonable Endeavours to provide the Coach Drop-off Spaces in accordance with the Coach Drop-off Location Plan prior to any part of the Cultural Site being opened for visitors.

4.2 No part of the Cultural Site shall be opened for visitors until the Coach Drop-off Spaces have been provided in accordance with the Coach Drop-off Location Plan or at such other location as the Developer may agree with LPA in writing.

- 4.3 Prior to any part of the Cultural Site being opened for visitors, the Developer shall submit and obtain the LPA's approval to the Coach Visitor Management Plan.
- 4.4 The Coach Visitor Management Plan shall include details of:
 - 4.4.1 how the approved Coach Drop-off Spaces will be managed; and
 - 4.4.2 identified pedestrian routes to and from the Cultural Site from the approved Coach Drop-off Spaces and how such routes will be managed.

EXECUTION PAGE

EXECUTED as a deed by affixing the)
Common Seal of LONDON LEGACY)
DEVELOPMENT CORPORATION)

in the presence of : -)



[Handwritten signature]
.....
Authorised Signatory

EXECUTED as a deed by INNOVATION)
CITY (LONDON) LIMITED)
acting by:-)

[Handwritten signature]
.....
Director

in the presence of:-)

Signature of witness:

[Handwritten signature]

Name of witness:

S. RICHARD

Address of witness:

LANSDOWNE HOUSE

BERKELEY SQUARE, LONDON W1

Occupation of witness:

CHARTERED SURVEYOR

EXECUTED as a deed by DEUTSCHE)
BANK AG)
acting by:-)

[Handwritten signature]
.....
[Handwritten signature]
.....

Director

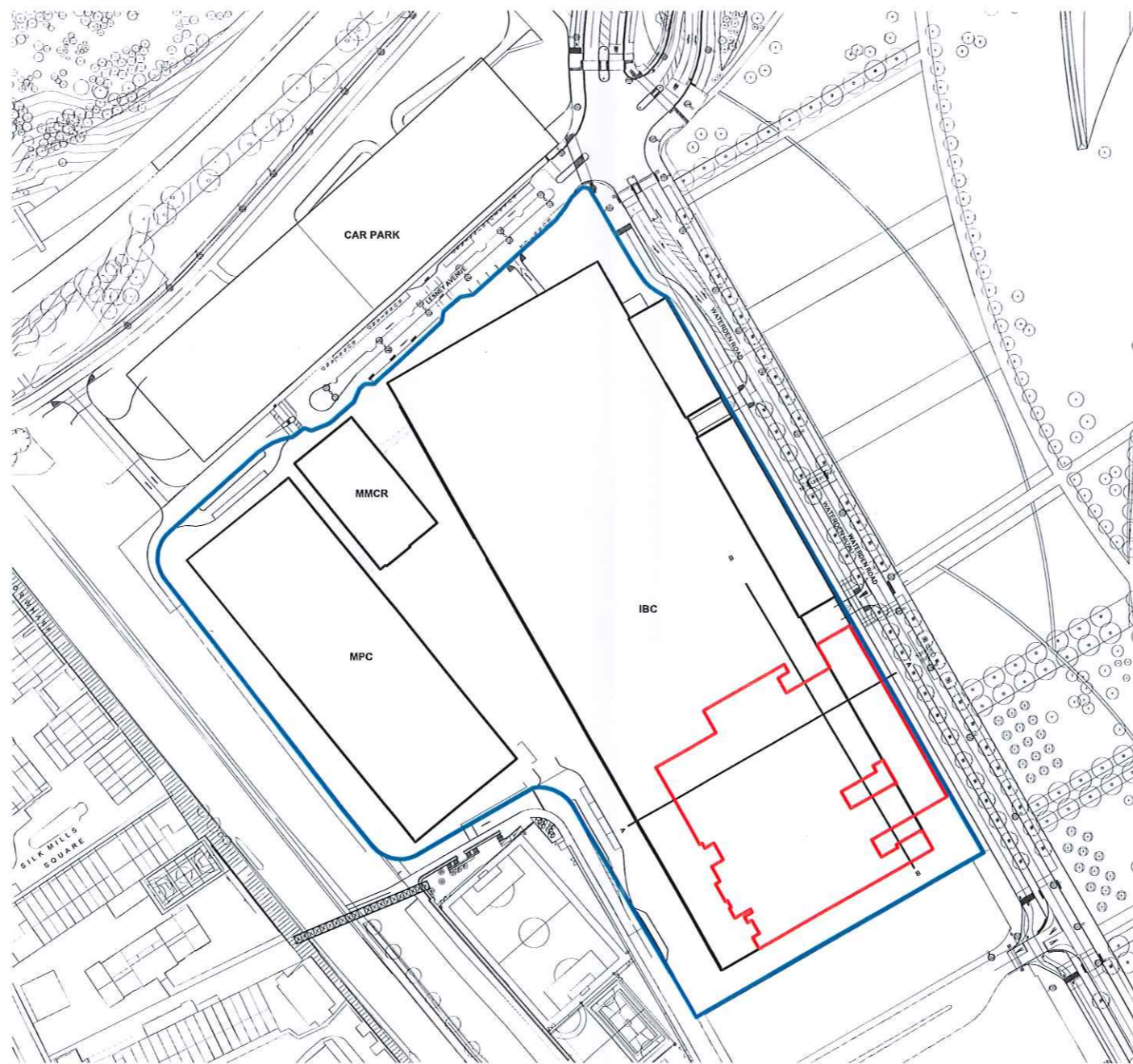
Clive Rakestrow
Vice President

Director/Secretary

Françoise Rivière
Vice President



APPENDIX 1
Cultural Site Plan

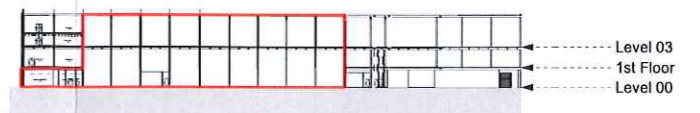


Site Location Plan
1:1250 @ A1

Handwritten signatures and initials in black and blue ink.



Section AA
1:1000 @ A1



Section BB
1:1000 @ A1

Proposed change of use demise Here East Ownership Boundary

Revisions		
P1	23.02.18	Issued for Information
P2	27.02.18	Issued for Information
P3	08.03.18	Issued for Information

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Scale	1:500@A1	Date	Feb 2018
Drawn by	PD	Checked by	NR
Job Number	HB1458	Status	Sketch

Project **HereEast**

Drawing
Site Location Plan

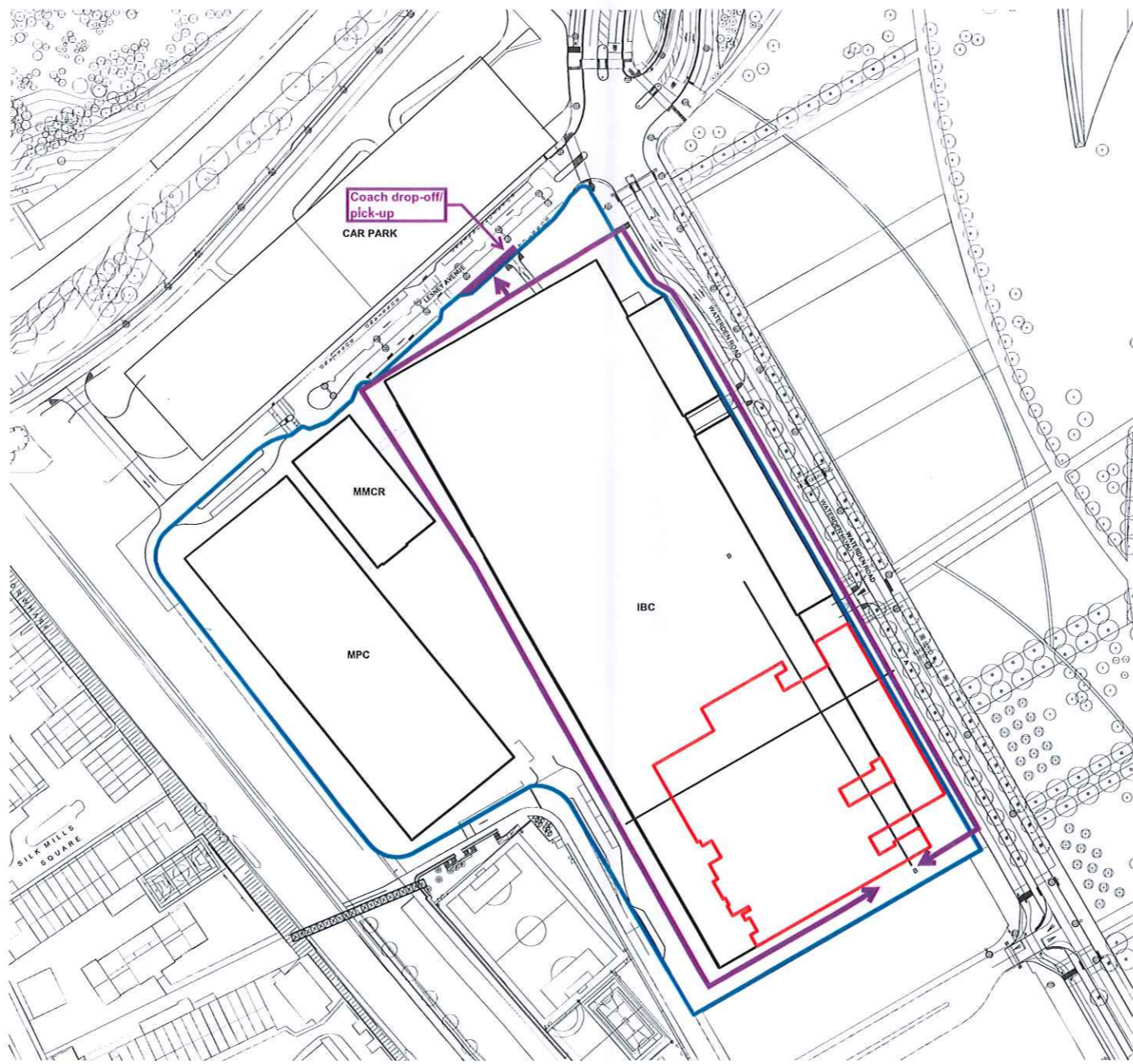
Hawkins\Brown
159 St John Street London EC1V 4QJ 020 7336 8030t
mail@hawkinsbrown.com www.hawkinsbrown.com

Drawing No. & Revision
1458_DWG_SK_1024



APPENDIX 2

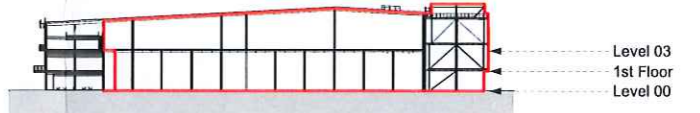
Coach Drop-off Location Plan



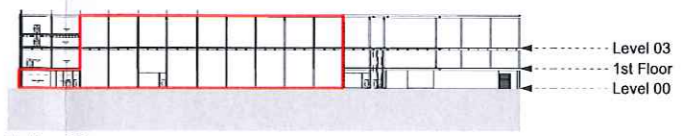
Site Location Plan
1:1250 @ A1

[Handwritten signatures and initials in blue ink]

KEY:
 Pedestrian route to V&A



Section AA
1:1000 @ A1



Section BB
1:1000 @ A1

 Proposed change of use demise
 Here East Ownership Boundary

Revisions		
P1	23.02.18	Issued for Information
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Scale	1:500@A1	Date	Feb 2018
Drawn by	PD	Checked by	NR
Job Number	HB1458	Status	Sketch

Project

 Drawing
 Site Location Plan

Hawkins\Brown
 159 St John Street
 London
 EC1V 4QJ
 020 7336 8030t
 mail@hawkinsbrown.com
 www.hawkinsbrown.com
 Drawing No. & Revision
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