

Dated 18 DECEMBER 2018

London Borough of Newham (1)

London City Airport Limited (2)

AMI Property Holdings Limited (3)

Docklands Aviation Group Limited (4)

London City Airport Jet Centre Limited (5)

West Silvertown Properties Limited (6)

North Woolwich Properties Limited (7)

NatWest Markets plc (8)

Transport for London (9)

Deed of Variation

**pursuant to Section 106 and Section 106A of the
Town and Country Planning Act 1990 relating to
Development at**

**Re: London City Airport, Royal Docks, London
E16 2PX**

 **NORTON ROSE FULBRIGHT**

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THIS DEED is made on 18 December 2018

BETWEEN:

- (1) **LONDON BOROUGH OF NEWHAM** ("the Council")
- (2) **LONDON CITY AIRPORT LIMITED** (company number 1963361) whose registered office is at City Aviation House, Royal Docks, London E16 2PB ("**LCA**")
- (3) **AMI PROPERTY HOLDINGS LIMITED** (company number 74629) whose registered office is at Ogier House, The Esplanade, St. Helier, Jersey, JE4 9WG and whose address for service in England and Wales is City Aviation House, London City Airport, London E16 2PB ("**AMI**")
- (4) **DOCKLANDS AVIATION GROUP LIMITED** (company number 5879149) whose registered office is at City Aviation House, London City Airport, London E16 9PB ("**DAGL**")
- (5) **LONDON CITY AIRPORT JET CENTRE LIMITED** (company number 2120138) whose registered office is at City Aviation House, Royal Docks, London E16 2PB ("**LCAJ**")
- (6) **WEST SILVERTOWN PROPERTIES LIMITED** (company number 04283491) whose registered office is at City Aviation House, Royal Docks, London E16 2PB ("**WSP**")
- (7) **NORTH WOOLWICH PROPERTIES LIMITED** (company number 03674787) whose registered office is at City Aviation House, Royal Docks, London E16 2PB ("**NWP**")
- (8) **NATWEST MARKETS plc** (company number SCO90312) whose registered office is at 36 St Andrew Square, Edinburgh EH2 2YB and whose address for service in England and Wales is Syndicated Loans Agency, The Royal Bank of Scotland plc, Level 5, 135 Bishopsgate, London EC2M 3UR ("**Mortgagee**")
- (9) **TRANSPORT FOR LONDON** of 55 Broadway, London, SW1H 0BD ("**TfL**")

WHEREAS

- (A) The Council is the local planning authority for the purposes of the Act and the local highway authority for the purposes of the Highways Act 1980 for the area in which the Land is situated.
- (B) AMI is the freehold owner of the Yellow Land and the Orange Land. AMI is also the head leasehold owner of the Blue Land including the Blue Hatched Land.
- (C) DAGL is the owner of the head leasehold interest of the Yellow Land, the Orange Land and owns the underlease interest in the Blue Hatched Land and the Purple Land.
- (D) LCA is the occupational tenant of the Yellow Land under occupational leases dated 23

December 1998 and 28 October 1999 made between Marketspur Limited and LCA and a reversionary lease dated 28 October 1999 between Marketspur Limited and LCA. LCA is also the occupational tenant of the Blue Land, the Blue Hatched Land and the Purple Land and is the underlessee of the Orange Land.

- (E) LCA is also now the owner of the freehold interest in the Extension Land and parts of Hartmann Road (and land adjacent thereto) which interest is registered at the Land Registry under title number TGL469846.
- (F) LCAJ is the sub-underlessee and occupational tenant of the Orange Land.
- (G) WSP is the owner of a long leasehold interest in the Pink Land other than the parts of Hartmann Road (and land adjacent thereto) within the Pink Land transferred to LCA and registered at the Land Registry under title number TGL469846, referred to at recital (E).
- (H) NWP is the owner of a long leasehold interest in the Brown Land other than the parts of Hartmann Road (and land adjacent thereto) within the Brown Land transferred to LCA and registered at the Land Registry under title number TGL469846, referred to at recital (E).
- (I) All of the interests referred to in the preceding recitals are affected by a charge and the Mortgagee is party to this deed for the purposes of clause 6.
- (J) TfL is the strategic transport authority for London and is the highway authority for the purposes of the Highways Act 1980 for certain highways in the vicinity of the Development and is also responsible for the planning and operation of the public transport serving the Land.
- (K) The Council is the local planning authority for the area in which the Land is situated.
- (L) The Planning Permission was granted on 29 July 2016.
- (M) On 27 April 2016, the parties to this Agreement (as well as GLA Land and Property Limited) entered into the S106 Agreement in connection with the Planning Permission.
- (N) A non-material amendment (16/03797/NONMAT) to the Planning Permission was approved on 5 January 2017 for minor amendments to the appearance of the elevations of the approved Western Terminal Extension.
- (O) A further non-material amendment (17/02865/NONMAT) to the Planning Permission was approved on 27 September 2017 for minor adjustments to the layout and elevations of the terminal buildings, service yard, East Pier and forecourt.
- (P) In view of amendments to the construction phasing of the Development and subsequent

changes to the programmed delivery of the energy centres, LCA and the Council have agreed to vary certain of the obligations in the S106 Agreement.

- (Q) GLA Land and Property Limited is not a party to this Deed on the basis that there is no modification or variation of Schedule 4 of the S106 Agreement in accordance with clause 6.1(c) of the S106 Agreement.

IT IS AGREED as follows:

1 Interpretation

- 1.1 In this Deed, unless the context demands otherwise the following expressions shall have the meanings set out below:

WORDS AND EXPRESSIONS

"the S106 Agreement"	the Section 106 Agreement dated 27 April 2016 entered into by the parties to this Deed
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- 1.2 The provisions in the S106 Agreement relating to its interpretation apply equally to this Deed (except to the extent that they are expressly varied in this Deed).
- 1.3 Words and expressions in the S106 Agreement have the same meaning in this Deed (except to the extent that they are expressly varied in this Deed).

2 Legal Effect

- 2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act (and is a planning obligation for the purposes of those sections) and pursuant to Section 111 of the Local Government Act 1972.
- 2.2 This Deed is supplemental to the S106 Agreement and the obligations and covenants in the S106 Agreement as varied by this Deed:

- (a) are covenants and planning obligations to which the statutory provisions referred to in clause 2.1 apply; and
- (b) relate to the Land; and
- (c) are enforceable by the Council as the local planning authority; and
- (d) are for the purposes of regulation 122 of the Community Infrastructure Levy Regulations 2010 necessary, directly related to the Development, and fairly and reasonably related in scale and kind; and
- (e) are binding on the Airport Companies and (subject to clause 6 of the S106 Agreement) DLR and GLA Land and Property Limited, including their respective successors in title and assigns and any person corporate or otherwise that acquires an interest or estate created in the Land (or any part or parts thereof) as if that person had also been an original covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person

2.3 This Deed shall be registrable as a local land charge by the Council.

2.4 References in this Deed to the Council or TfL shall include any successor to its statutory functions.

2.5 If any provision in this Deed shall in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or the S106 Agreement.

3 Commencement

3.1 This Deed shall come into effect immediately on the date hereof.

4 Variation

4.1 Save as expressly varied by this Deed the S106 Agreement shall remain in full force and effect.

4.2 The S106 Agreement is varied as provided for in the Schedules to this Deed and the cumulative effect of such variations is shown in the track changed version of the S106 Agreement annexed to this Deed at Annexure 2.

4.3 The parties covenant with each other to give full force and effect to this Deed in the interpretation, performance and enforcement of the obligations in the S106 Agreement.

5 DLR Service Enhancement Contribution

5.1 The Council, the Airport Companies and TfL all agree that the Council will pay to TfL within three months of the date of this Deed the sum of £375,000 (plus any accrued interest thereon from the date of receipt of such sum from LCA in accordance with Part 11 of Schedule 8 of the 2009 Agreement), as already paid by LCA to the Council pursuant to the 2009 Agreement and forming part of the DLR Service Enhancement Contribution, Provided That such payment shall only be used for DLR Service Enhancement (as defined in the 2009 Agreement) and which for the avoidance of doubt under this Deed can be spent on DLR Rolling Stock in accordance with such definition.

6 Costs

6.1 LCA agrees that on completion of this Deed it shall pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed.

7 Mortgagee's Consent

7.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Airport Companies with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee or any other future mortgagee (or any receiver or agent appointed on its behalf) shall only be obliged to perform them if it becomes a mortgagee in possession of the Land

7.2 For the avoidance of doubt neither the Mortgagee nor any other future mortgagee (nor any receiver or agent appointed on its behalf) will be liable for any breach of the obligations in this

Deed unless committed or continuing at a time when the Mortgagee (or another future mortgagee as the case may be) (or any receiver or agent appointed on its behalf) is in possession of all or the relevant part of the Land to which the obligation applies.

8 Contracts (Rights of Third Parties Act) 1999

- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

9 Applicable Law

- 9.1 This Deed shall be governed by and construed in accordance with English law and the parties submit to the jurisdiction of the English Courts.

IN WITNESS whereof this Deed has been executed by the parties hereto as a deed and delivered on the day and year first before written.

Schedule 1 S106 Agreement Definitions

The following amendments shall be made to the 'Definitions' of the S106 Agreement (pages 3 to 31):

- 1 The definition of "Final Heating Supply Options Study" shall be deleted.
- 2 The definition of "Interim Heating Supply Options Study" shall be amended to read "Heating Supply Options Study" and all references to "Interim Heating Supply Options Study" in the S106 Agreement shall be replaced by references to "Heating Supply Options Study".
- 3 The following new definitions shall be inserted:
 - (A) "Taxi Feeder Park": means that part of the Airport shown coloured green on Plan 19 through which London Taxis shall pass prior to entering the Taxi pick-up facility; and
 - (B) "Plan 19" means the plan attached and numbered '19';
- 4 Plan 19 at Annexure 1 to this Deed shall be deemed to be attached as Plan 19 to the S106 Agreement.

Schedule 2

S106 Agreement Schedule 3

Schedule 3 of the S106 Agreement shall be amended as follows:

- 1 Paragraph 1.2 shall be amended by deleting the "The Replacement Forecourt and" and by inserting "and the Taxi Feeder Park" after "the Eastern Access".
- 2 Paragraph 1.3 shall be amended by deleting "the Replacement Forecourt and" and by inserting "and the Taxi Feeder Park" after "the Eastern Access".
- 3 A new paragraph 1.4 shall be inserted as follows:
 - (a) "Until such time as the Replacement Forecourt has been constructed and completed at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule and is open for use, the Airport Companies shall provide temporary bus stops bus stand and taxi rank facilities (subject to having first consulted with TfL in relation to such temporary arrangements) to ensure continuity of provision; and
 - (b) Subject always to paragraph 1.4 (a):
 - (i) within two months of Occupation of the Eastern Terminal Extension, the Airport Companies shall provide to TfL a programme for the transition from the temporary arrangements provided in accordance with paragraph 1.4 (a) of this Schedule to the opening of the Replacement Forecourt; and
 - (ii) the Airport Companies shall use reasonable endeavours to complete and open the Replacement Forecourt in accordance with such programme, unless a revised programme is subsequently provided to (and consulted on with) TfL in which case the Airport Companies shall use reasonable endeavours to complete and open the Replacement Forecourt in accordance with such revised programme."
- 4 A new paragraph 1.5 shall be inserted as follows:

"Until such time as the passenger and staff parking and car hire parking (forming part of the Dockside Works) have been constructed and completed and are open for use, the Airport Companies shall ensure that alternative provisions are put in place."

5 A new paragraph 1.6 shall be inserted as follows:

"Once the Replacement Forecourt has been constructed and completed in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule:

- (i) subject to paragraph 1.8 of this Schedule London Taxis and London Buses shall be permitted to use (at no cost to TfL) the Replacement Forecourt; and
- (ii) the Replacement Forecourt shall be managed and maintained at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule."

6 Paragraph 1.4 shall be renumbered paragraph 1.7 and sub-paragraph (a) shall be amended by replacing "1.5" with "1.8" and by deleting "to use (at no cost to TfL) the Replacement Forecourt and" sub-paragraph (b) shall be amended by deleting "the Replacement Forecourt and".

7 Paragraph 1.5 shall be renumbered paragraph 1.8 and the references to "1.4" shall be replaced with "1.7".

Schedule 3
S106 Agreement Schedule 5

Schedule 5 of the S106 Agreement shall be amended as follows:

- 1 Paragraph 5.1 shall be amended by deleting "Dockside Works" and replacing this with "Eastern Access"

Schedule 4
S106 Agreement Schedule 6

Schedule 6 of the S106 Agreement shall be amended as follows:

- 1 The heading to paragraph 1 "Western Energy Centre" shall be deleted.
- 2 Paragraph 1.1 shall be amended by replacing each reference to "the Western Energy Centre" with "the Eastern Energy Centre".
- 3 Each reference to "Interim Heating Supply Options Study" in paragraphs 1.2 to 1.4 of Schedule 6 shall be replaced by "Heating Supply Options Study".
- 4 Paragraph 1.4 shall be amended by replacing the words "future connections between the Airport and a DHN will be reconsidered at the time of the Final Heating Supply Options Study" with "but concludes that a future connection to a DHN ought to be safeguarded then the Airport Companies shall:
 - (a) not commence construction of the Eastern Energy Centre unless and until details of such safeguarding consistent with the approved Heating Supply Options Study have been submitted to and approved by the Council; and
 - (b) not Occupy the Western Terminal Extension unless and until such safeguarding is in place in accordance with the approved details; and
 - (c) maintain such safeguarding in accordance with the approved details for a period of up to ten years from the date on which the Western Terminal Extension is first Occupied or until a DHN Operator connects the Airport to a DHN, whichever is earlier."
- 5 Paragraph 2 shall be deleted in its entirety.

Schedule 5
S106 Agreement Schedule 9

Part 1 of Schedule 9 of the S106 Agreement shall be amended as follows:

- 1 Paragraph 10.2 shall be amended by inserting "not" between "shall" and "undertake".

Schedule 6
S106 Agreement Schedule 14

Schedule 14 of the S106 Agreement shall be amended as follows:

- 1 Paragraph 6.3 (c) shall be amended by deleting "cabinet" and by replacing "at least 14 days in advance of the relevant committee meeting" with "as early as possible in advance of the relevant committee meeting which, for the avoidance of doubt, would usually be at least five working days in advance of such meeting".

THE COMMON SEAL OF

THE MAYOR AND BURGESSES OF THE LONDON

BOROUGH OF NEWHAM

was hereto affixed in the presence of:



Authorised Signatory:

Kamal Bhattarai



EXECUTED AS A DEED by **London City Airport Limited**

acting by:

Director:



Director/Secretary:

Wahne M. Awan

EXECUTED AS A DEED by **AMI Property Holdings**

Limited acting by:

Director:



Director/Secretary:

Wahne M. Awan

EXECUTED AS A DEED by **Docklands Aviation**)

Group Limited acting by:)

Director:



Director/Secretary:

Wahid M. Awan

EXECUTED AS A DEED by **London City Airport Jet Centre**)

Limited acting by:)

Director:



Director/Secretary:

Wahid M. Awan

EXECUTED AS A DEED by **West Silvertown Properties**)

Limited acting by:)

Director:



Director/Secretary:

Wahid M. Awan

EXECUTED AS A DEED by **North Woolwich Properties**)

Limited acting by:)

Director: 

Director/Secretary: Winnie M. Owen

EXECUTED and DELIVERED as a)

DEED by TONY BENNETT)

as a duly authorised attorney for and on behalf of)

National Westminster Bank plc acting as Agent)

for **NATWEST MARKETS PLC** (formerly known)

as The Royal Bank of Scotland plc) in its capacity)

as Security Trustee for the Secured Parties)

in the presence of:)



Signature of witness:



Name of witness:

LAURA CHILDS

Address of witness:

Syndicated Loans Agency
The Royal Bank of Scotland plc
250 Bishopsgate
London
EC2M 4AA

Occupation of witness:

BANKER

6852

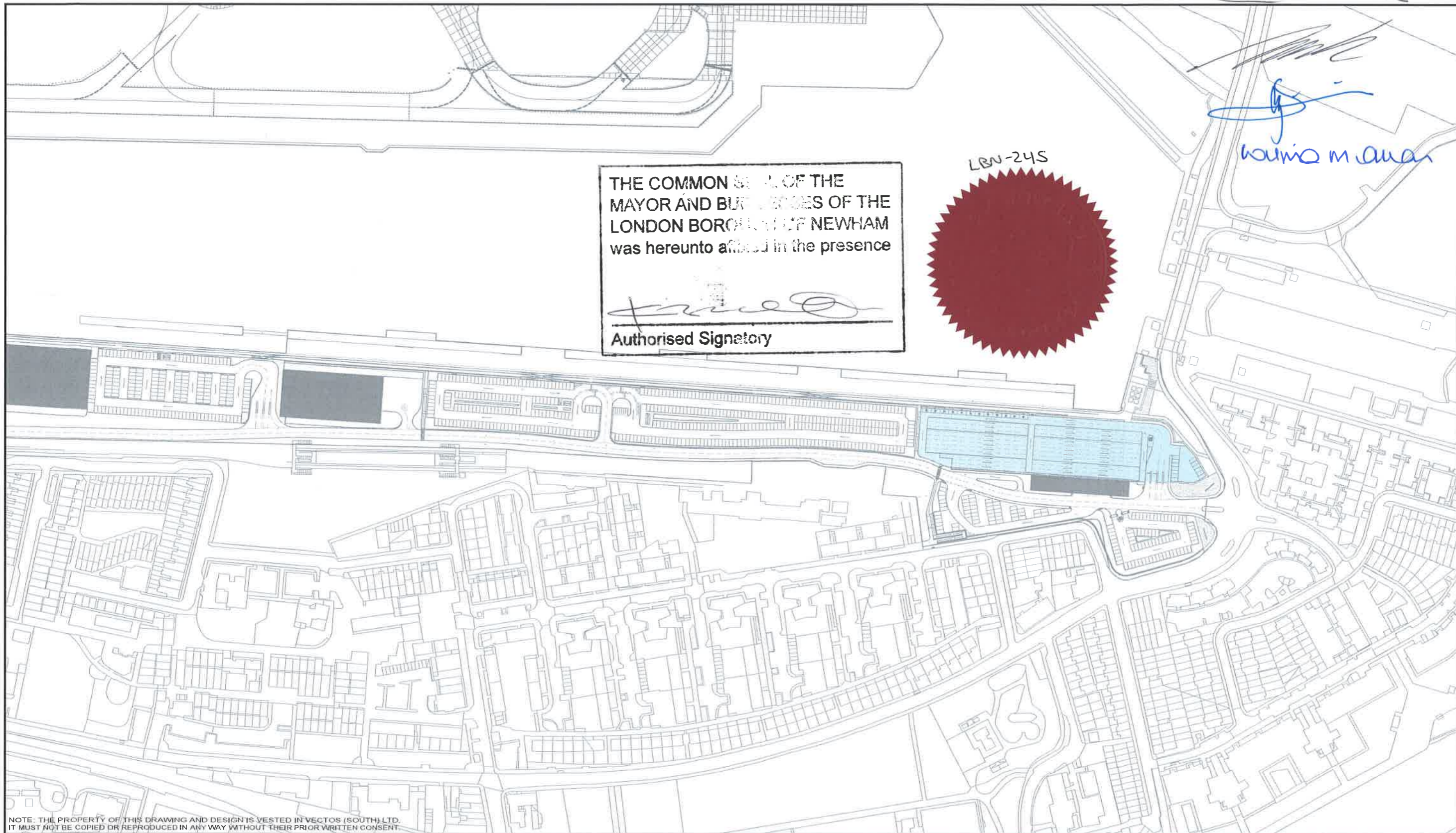
Executed as a deed by affixing the common seal of)

Transport for London in the presence of:)



Authorised signatory.....



Annexure 1
Plan 19




REV	DETAILS	DRAWN	CHECKED	DATE
A	Drawing title changed.	KB	RR	21.12.2017
B	Scope increased, taxi route removed & feeder park highlighted.	KB	BB	21.03.2018

Notes:

- 1. This is not a construction drawing and is intended for illustrative purposes only.
- 2. White lining is indicative only.

 Extent of Taxi Feeder Park

London City Airport				London City Airport Ltd	
CADP1 Section 106 Deed of Variation Taxi Feeder Park Plan 19				 Network Building, 97 Tottenham Court Road, London W1T 4TP t: 020 7580 7373 e: enquiries@vectos.co.uk	
DRAWN: KB	CHECKED: RR	DATE: 08.11.2017	SCALES: 1:2500 at A3	DRAWING NUMBER: 110116E/A/06.1	REVISION: B

Annexure 2
Track changed version of the S106 Agreement

NOW THIS DEED WITNESSES as follows:-

DEFINITIONS

In this Agreement unless expressly specified otherwise:

.....

~~"Final Heating Supply Options Study" means a study which assesses whether:~~

- ~~(a) — connection of the Airport to a DHN is a viable proposition before Occupation of the Eastern Terminal Extension;~~
- ~~(b) — whether connection from the Airport to a DHN ought to be made and if so on what timescale;~~
- ~~(c) — if not, whether and how future connection should be safeguarded for future connection to the DHN at the cost of the DHN operator~~

"Interim Heating Supply Options Study" means a study which assesses whether:

- (a) connection of the Airport to a DHN is a viable proposition before Occupation of the Western Terminal Extension;
- (b) whether connection from the Airport to a DHN ought to be made and if so on what timescale;
- (c) if not, whether and how future connection should be safeguarded for future connection to the DHN at the cost of the DHN Operator

"Plan 19" means the plan attached and numbered "19";

"Taxi Feeder Park" means that part of the Airport shown coloured green on Plan 19 through which London Taxis shall pass prior to entering the Taxi pick-up facility;

.....

Schedule 3

Public Access along Hartmann Road

1 The Airport Companies covenant jointly and severally with the Council and TfL as follows:

1.1 The Airport Companies shall not Commence the part of the Development comprising the Eastern Terminal Extension unless and until they have submitted the Bus and Taxi Access Scheme to TfL for approval and TfL has provided such approval Provided That the scope of such approval is limited to operational and design details not already approved as part of the Planning Permission

1.2 ~~The Replacement Forecourt and the~~ The Eastern Access and the Taxi Feeder Park shall be provided at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved pursuant to paragraph 1.1 of this Schedule prior to Occupation of the Eastern Terminal Extension.

1.3 The Airport Companies shall not Occupy or cause or permit Occupation of the Eastern Terminal Extension unless and until

~~(a)~~ ~~the~~ ~~Replacement Forecourt and the~~ the Eastern Access and the Taxi Feeder Park have been constructed and completed in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule and are open for use

~~(b)~~

1.4 (a) Until such time as the Replacement Forecourt has been constructed and completed at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule and is open for use, the Airport Companies shall provide temporary bus stops bus stand and taxi rank facilities (subject to having first consulted with TfL in relation to such temporary arrangements) to ensure continuity of provision; and

(b) Subject always to paragraph 1.4 (a):

(i) within two months of Occupation of the Eastern Terminal Extension, the Airport Companies shall provide to TfL a programme for the transition from the

temporary arrangements provided in accordance with paragraph 1.4 (a) of this Schedule to the opening of the Replacement Forecourt; and

(ii) the Airport Companies shall use reasonable endeavours to complete and open the Replacement Forecourt in accordance with such programme, unless a revised programme is subsequently provided to (and consulted on with) TfL in which case the Airport Companies shall use reasonable endeavours to complete and open the Replacement Forecourt in accordance with such revised programme.

1.5 Until such time as the passenger and staff parking and car hire parking (forming part of the Dockside Works) have been constructed and completed and are open for use, the Airport Companies shall ensure that alternative provisions are put in place.

1.6 Once the Replacement Forecourt has been constructed and completed in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule:

(a) subject to paragraph 1.8 of this Schedule London Taxis and London Buses shall be permitted to use (at no cost to TfL) the Replacement Forecourt; and

(b) the Replacement Forecourt shall be managed and maintained at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule.

~~1.4~~1.7 With effect from the opening of the Eastern Access:

(a) subject to paragraph ~~1.5~~8 of this Schedule members of the public shall be permitted to pass and re-pass on foot and by vehicle along the Eastern Access and London Taxis and London Buses shall be permitted ~~to use (at no cost to TfL) the Replacement Forecourt and~~ to pass and re-pass along the Eastern Access; and

(b) ~~the Replacement Forecourt and~~ the Eastern Access shall be managed and maintained at the Airport Companies' cost in accordance with the Bus and Taxi Access Scheme approved under paragraph 1.1 of this Schedule.

4.51.8 Nothing in paragraph 1.47 of this Schedule shall affect the application of the Airport Byelaws and nothing in paragraph 1.47 shall prevent temporary closure of Hartmann Road to all or any traffic and/or pedestrians where this is necessary for reasons relating to:

- (a) Security or emergency;
- (b) Repair, maintenance, construction work, laying maintenance or replacement of services, health and safety or preventing public rights of way from being established

- subject to the Airport Companies giving TfL not less than three months prior notice of such closure and in the event of any closure the Airport Companies shall work with TfL to assist TfL in providing alternative routes, bus stops and taxi stands where such infrastructure is impacted by the closure of Hartmann Road to minimise as far as is reasonable practicable the disruption to the operation of London Buses and London Taxis

- 2 Nothing in this Schedule 3 shall be taken as any indication of the Airport Companies intention to dedicate as public highway any land within their ownership (or any other party's ownership) that forms part of the Eastern Access

Schedule 5

Financial Contributions

5 Road Signage Contribution

The Airport Companies jointly and severally covenant with the Council as follows:

- 5.1 to pay the Road Signage Contribution to the Council prior to Practical Completion of the ~~Dockside Works~~ Eastern Access.
- 5.2 not to use and/or Occupy or cause or permit the use and/or Occupation of the Eastern Terminal Extension or any part thereof unless and until the Road Signage Contribution has been paid to the Council.

Schedule 6

District Heating

The Airport Companies covenant jointly and severally with the Council as follows:

~~1 Western Energy Centre~~

- 1.1 Subject to paragraph 1.3 of this Schedule the Airport Companies shall not Occupy the Western Terminal Extension unless and until they shall have provided and commissioned ~~the Western Energy Centre~~ the Eastern Energy Centre and ~~the Western Eastern Energy Centre~~ the Eastern Energy Centre is supplying heat to buildings at the Airport.
- 1.2 If the following conditions are met prior to Commencement of that part of the Development comprising the Western Terminal Extension then the Airport Companies shall prepare and submit to the Council for its written approval the ~~Interim Heating Supply Options Study~~ Heating Supply Options Study within six months of such Commencement. The conditions are:
- (a) proposals for a DHN in the Royal Docks area have been agreed and adopted by the Council and/or the Greater London Authority;
 - (b) a programme for delivery of the DHN has been agreed and adopted by the Council and/or or the Greater London Authority; and
 - (c) the location of the heat source for the DHN, the likely route of the distribution network for the DHN and the technical standards to which the DHN is to be designed and constructed have been agreed and adopted by the Council and/or the Greater London Authority
- 1.3 If the approved ~~Interim Heating Supply Options Study~~ Heating Supply Options Study concludes that connection of the Airport to a DHN is financially viable prior to Occupation of the Western Terminal Extension then paragraph 1.1 of this Schedule shall not apply and the Airport Companies shall not Occupy the Western Terminal Extension unless and until they shall have procured the connection of buildings at the Airport to the DHN PROVIDED THAT if connection to the DHN is delayed by events which were not reasonably foreseeable at the time of the approved ~~Interim Heating Supply Options Study~~ Heating Supply Options Study or due to causes outside the control of the Airport Companies the connection of the buildings at the Airport to the DHN shall be procured as soon as reasonably practicable after Occupation of the Western Terminal Extension.

1.4 If the approved ~~Interim Heating Supply Options Study~~ Heating Supply Options Study concludes that connection of the Airport to a DHN is not financially viable prior to Occupation of the Western Terminal Extension but concludes that a future connection to a DHN ought to be safeguarded then the Airport Companies shall: ~~future connections between the Airport and a DHN will be reconsidered at the time of the Final Heating Supply Options Study~~

- (a) not commence construction of the Eastern Energy Centre unless and until details of such safeguarding consistent with the approved Heating Supply Options Study have been submitted to and approved by the Council; and
- (b) not Occupy the Western Terminal Extension unless and until such safeguarding is in place in accordance with the approved details; and
- (c) maintain such safeguarding in accordance with the approved details for a period of up to ten years from the date on which the Western Terminal Extension is first Occupied or until a DHN Operator connects the Airport to a DHN, whichever is earlier.

~~2 Eastern Energy Centre~~

~~2.1 Subject to paragraph 2.3 of this Schedule the Airport Companies shall not Occupy the Eastern Terminal Extension unless and until they shall have provided and commissioned the Eastern Energy Centre and the Eastern Energy Centre is supplying heat to buildings at the Airport.~~

~~2.2 If the following conditions are met prior to Commencement of that part of the Development comprising the Eastern Terminal Extension then the Airport Companies shall prepare and submit to the Council for its written approval the Final Heating Supply Options Study within six months of such Commencement. The conditions are:~~

- ~~(a) proposals for a DHN in the Royal Docks area have been agreed and adopted by the Council and/or the Greater London Authority;~~
- ~~(b) a programme for delivery of the DHN has been agreed and adopted by the Council and/or the Greater London Authority;~~

~~(c) — the location of the heat source for the DHN, the likely route of the distribution network for the DHN and the technical standards to which the DHN is to be designed and constructed have been agreed and adopted by the Council and/or the Greater London Authority; and~~

~~(d) — the Interim Heating Supply Options Study has not already concluded that that connection of the Airport to a DHN is financially viable (prior to Occupation of the Western Terminal Extension)~~

~~2.3 — If the Interim Heating Supply Options Study has already concluded that connection of the Airport to a DHN is financially viable (prior to Occupation of the Western Terminal Extension) or if the approved Final Heating Supply Options Study concludes that connection of the Airport to a DHN is financially viable prior to Occupation of the Eastern Terminal Extension then paragraph 2.1 of this Schedule shall not apply and the Airport Companies shall not Occupy the Eastern Terminal Extension unless and until they shall have procured the connection of buildings at the Airport to the DHN and (if previously provided and commissioned) within 12 months of such connection the Airport Companies shall decommission the combined cooling heat and power equipment including the associated boilers within the Western Energy Centre PROVIDED THAT if connection to the DHN is delayed by events which were not reasonably foreseeable at the time of the approved Final Heating Supply Options Study or due to causes outside the control of the Airport Companies the connection of the buildings at the Airport to the DHN shall be procured as soon as reasonably practicable after the Occupation of the Eastern Terminal Extension.~~

~~2.4 — If the approved Final Heating Supply Options Study concludes that connection of the Airport to a DHN is not financially viable prior to Occupation of the Eastern Terminal Extension but concludes that a future connection to a DHN ought to be safeguarded then the Airport Companies shall:~~

~~(a) not commence construction of the Eastern Energy Centre unless and until details of such safeguarding consistent with the approved Final Heating Supply Options Study have been submitted to and approved by the Council; and~~

~~(b) — not Occupy the Eastern Western Terminal Extension unless and until such safeguarding is in place in accordance with the approved details; and~~

~~(c) maintain such safeguarding in accordance with the approved details for a period of up to ten years from the date on which the Eastern Western Terminal Extension is first Occupied or until a DHN Operator connects the Airport to a DHN, whichever is earlier.~~

Schedule 9

Noise

Part 1: Covenants with the Council

...

10 Construction Sound Insulation Scheme

...

- 10.2 The Airport Companies shall operate and comply fully with the requirements of the Construction Sound Insulation Scheme during the construction of the Development and shall not undertake or cause or permit construction of the Development unless the Construction Sound Insulation Scheme is in operation.

Schedule 14

Monitoring and Reporting

6 **Reporting Breaches of this Agreement**

...

6.3 The ~~Airport Companies~~Council shall procure that:

...

(c) the ~~cabinet~~ papers for the Strategic Development Committee relating to the Airport Monitoring Officer's annual report are published ~~at least 14 days~~as early as possible in advance of the relevant committee meeting which, for the avoidance of doubt, would usually be at least five working days in advance of such meeting.

DATED

2018

London Borough of Newham (1)

London City Airport Limited (2)

AMI Property Holdings Limited (3)

Docklands Aviation Group Limited (4)

London City Airport Jet Centre Limited (5)

West Silvertown Properties Limited (6)

North Woolwich Properties Limited (7)

Royal Bank of Scotland plc (8)

Transport for London (9)

Deed of Variation

**pursuant to Section 106 and Section 106A of the
Town and Country Planning Act 1990 relating to
Development at**

**Re: London City Airport, Royal Docks, London
E16 2PX**

**Norton Rose Fulbright LLP
3 More London Riverside
London
SE1 2AQ**