

Dated *17th December* 2020

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)

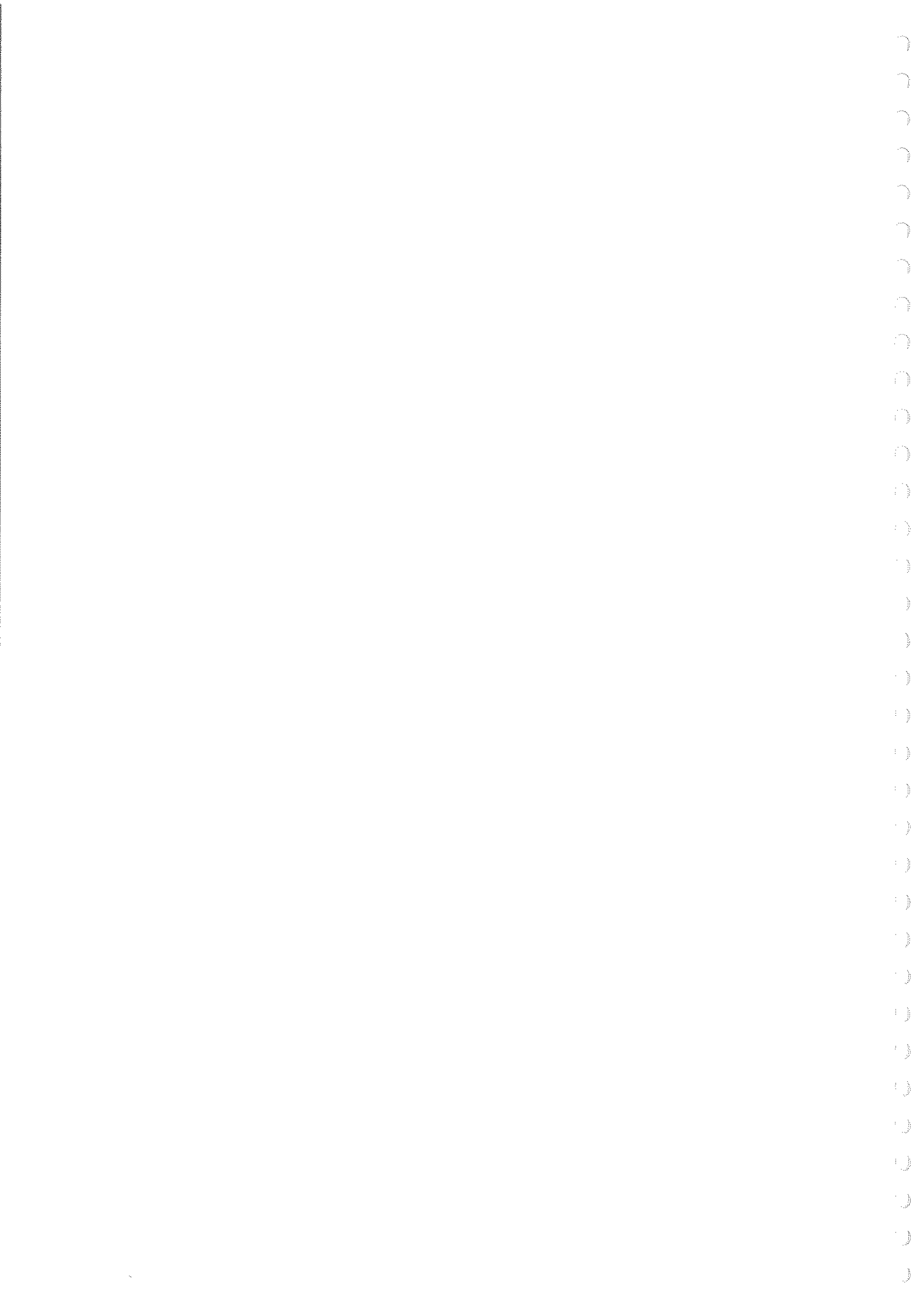
North Woolwich Properties Limited (7)

NatWest Markets plc (8)

Deed of Variation

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

**relating to Development at London City Airport
Royal Docks, London E16 2PX**



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THIS DEED is made on 17th December 2020

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 44 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 pic, Level 5, 135 Bishopsgate, London EC2M 3UR ("**Mortgagee**")

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) The Council is the local planning authority for the area in which the Land is situated.
- (K) The Planning Permission was granted on 29 July 2016.
- (L) On 27 April 2016, the parties to this Deed (as well as GLA Land and Property Limited and Transport for London) entered into the S106 Agreement in connection with the Planning Permission.
- (M) 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.
- (N) 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.
- (O) The parties to this Deed (as well as Transport for London) entered into the First Deed of Variation to make amendments to the S106 Agreement in light of changes to the construction programme and changes to the programmed delivery of the energy centres.

- (P) The parties to this Deed (as well as Transport for London) entered into the Second Deed of Variation to make further amendments to the S106 Agreement in view of further changes to the construction phasing of the Development.
- (Q) LCA and the Council have agreed to enter into this Deed to amend the obligations in the S106 Agreement concerning the timing of payment of upcoming instalments of the Education Contribution and the Employment Contribution.
- (R) 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.
- (S) Transport for London is not a party to this Deed on the basis that there is no modification or variation of Schedule 3, paragraphs 1 and 2 of Schedule 5 or Schedule 18 of the S106 Agreement in accordance with clause 6.2 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

"First Deed of Variation"	the Deed of Variation dated 18 December 2018 entered into between the parties to this Deed (and Transport for London)
"Second Deed of Variation"	the Deed of Variation dated 20 December 2019 entered into between the parties to this Deed (and Transport for London)
"the S106 Agreement"	the Section 106 Agreement dated 27 April 2016 entered into between the parties to this Deed (as well as GLA Land and Property Limited and Transport for London)

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 as varied by the First Deed of Variation and the Second Deed of Variation and the obligations and covenants in the S106 Agreement as varied by the First Deed of Variation, the Second Deed of Variation and 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) TfL 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 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 (as varied by the First Deed of Variation and the Second Deed of Variation).

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 (as previously varied by the First Deed of Variation and the Second Deed of Variation) shall remain in full force and effect.

4.2 The S106 Agreement is varied as provided for in the Schedule to this Deed and the cumulative effect of such variation and the amendments given effect by the First Deed of Variation and the Second Deed of Variation is shown in the track changed version of the S106 Agreement annexed to this Deed at Annexure 1.

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 Costs

5.1 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.

6 Mortgagee's Consent

6.1 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

- 6.2 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.

7 Contracts (Rights of Third Parties Act) 1999

- 7.1 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.

8 Counterparts

- 8.1 This Deed may be executed in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

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 Schedule 5

Paragraph 3 of Schedule 5 of the S106 Agreement shall be amended as follows:

- 1 Paragraph 3.1(c) shall be amended to read as follows:

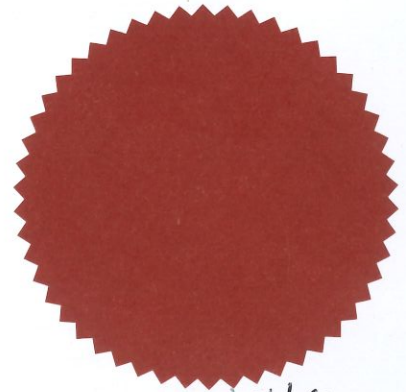
“On each of the first, second, fourth, fifth, sixth, seventh and eighth anniversaries of the Commencement of Development the Airport Companies shall pay to the Council £627,264 (six hundred and twenty seven thousand two hundred and sixty four pounds) Index Linked of the Employment Contribution.”

- 2 Paragraph 3.3(b) shall be amended to read as follows:

“On each of the first, second, fourth, fifth, sixth and seventh anniversaries of the Commencement of Development the Airport Companies shall pay to the Council £110,000 (one hundred and ten thousand pounds) Index Linked of the Education Contribution.”

THE COMMON SEAL OF)
THE MAYOR AND BURGESSES OF THE LONDON)
BOROUGH OF NEWHAM)

was hereto affixed in the presence of:)



LSN/1169


Authorised Signatory: Kauri Barrett

EXECUTED AS A DEED by London City Airport Limited)
acting by:)

Director:



Director/Secretary:

Willie M. Allen


EXECUTED AS A DEED by AMI Property Holdings)
Limited acting by:)

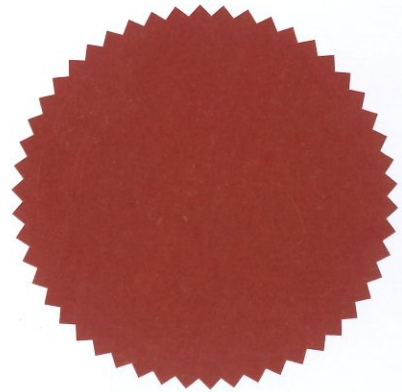
Director:

Director/Secretary:

THE COMMON SEAL OF)
THE MAYOR AND BURGESSES OF THE LONDON)
BOROUGH OF NEWHAM)

was hereto affixed in the presence of:)


Authorised Signatory:
Kaur Bhabetta



LBS/1169

EXECUTED AS A DEED by London City Airport Limited)
acting by:)

Director:

Director/Secretary:

EXECUTED AS A DEED by AMI Property Holdings)
Limited acting by:)

Director:

Director/Secretary:



Wume M. Awan

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

Group Limited acting by:)

Director:



Director/Secretary:

Wanda M. Allen

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

Limited acting by:)

Director:

Director/Secretary

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

Limited acting by:)

Director:

Director/Secretary:

EXECUTED AS A DEED by **Docklands Aviation**)
Group Limited acting by:)

Director:

Director/Secretary:

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

Director:



Director/~~Secretary~~

Wume M. Awan

EXECUTED AS A DEED by **West Silvertown Properties**)
Limited acting by:)

Director:

Director/Secretary:

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

Group Limited acting by:)

Director:

Director/Secretary:

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

Limited acting by:)

Director:

Director/Secretary

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

Limited acting by:)

Director:



Director/Secretary:

Wume m. Chan

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

Limited acting by:)

Director:



Director/~~Secretary~~:

Wanda M. Chan

EXECUTED and DELIVERED as a)

DEED by)

as a duly authorised attorney)

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:

Address of witness:

.....

Occupation of witness:

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

Limited acting by:)

Director:

Director/Secretary:

EXECUTED and DELIVERED as a)

DEED by IAN ALDERSON)

as a duly authorised attorney)

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:

RUSSELL CROFT

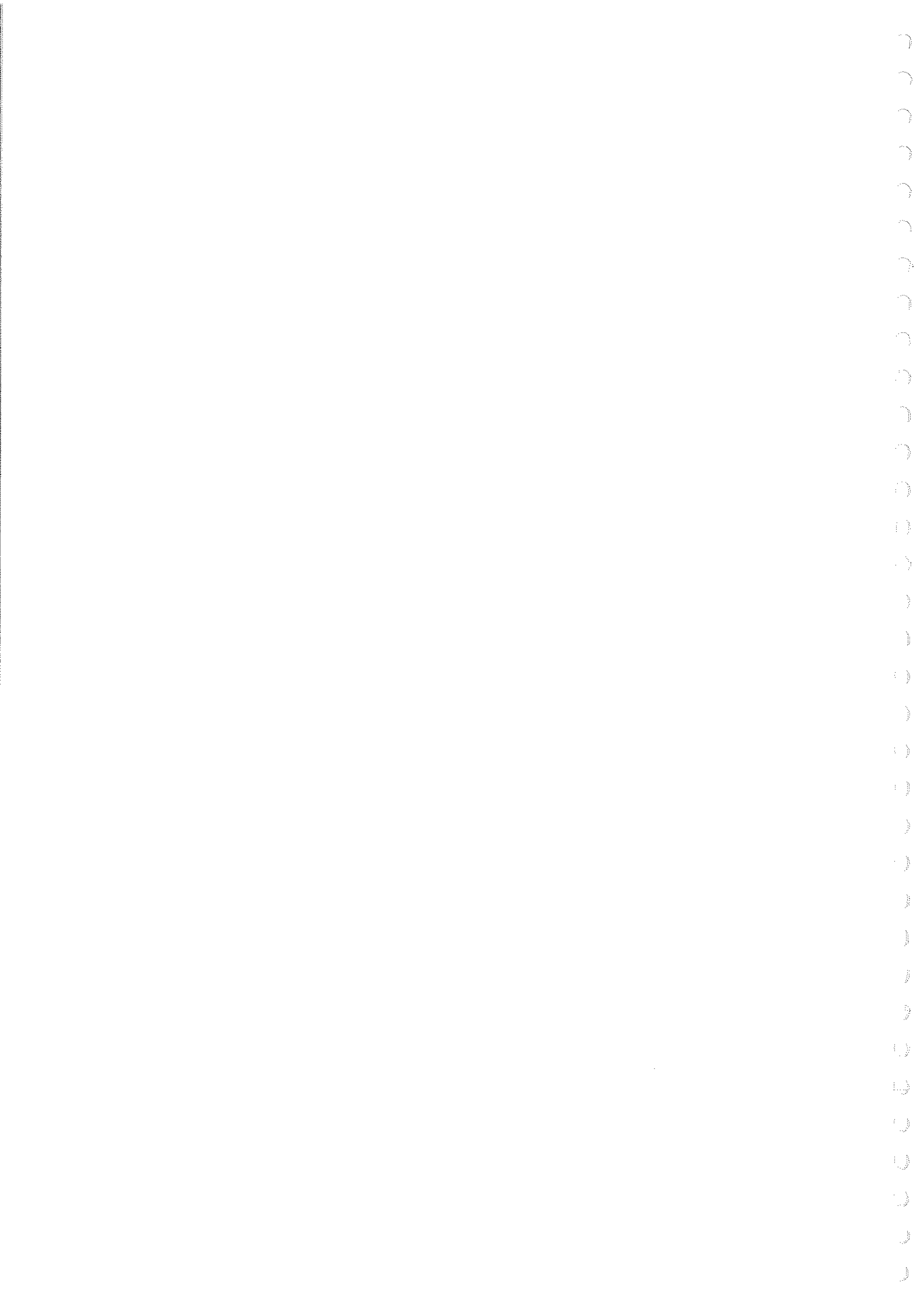
Address of witness:

3 MALLOW CLOSE
TADWORTH KT205BZ

Occupation of witness:

COURIER

Annexure 1
Track changed version of the S106 Agreement



2016

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)

GLA Land and Property Limited (9)

Transport for London (10)

AGREEMENT

Section 106 and 106A Town and Country Planning Act 1990 (as amended)

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



Legal Services
London Borough of Newham
Newham Dockside
1000 Dockside Road, London E16 2QU

Council Ref: 13/01228/FUL/NEW000081

Appeal Ref: APP/G5750/W/15/3035673

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THIS AGREEMENT is made the day of

2016

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BETWEEN:

- (1) LONDON BOROUGH OF NEWHAM ("the Council")
- (2) LONDON CITY AIRPORT LIMITED ("the Operator")
- (3) AMI PROPERTY HOLDINGS LIMITED ("AMI ")
- (4) DOCKLANDS AVIATION GROUP LIMITED ("DAGL")
- (5) LONDON CITY AIRPORT JET CENTRE LIMITED ("LCAJ")
- (6) WEST SILVERTOWN PROPERTIES LIMITED ("WSP")
- (7) NORTH WOOLWICH PROPERTIES LIMITED ("NWP")
- (8) ROYAL BANK OF SCOTLAND plc ("Mortgagee")
- (9) GLA LAND AND PROPERTY LIMITED ("GLA Land")
- (10) TRANSPORT FOR LONDON ("TfL")

RECITALS

- (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
- (C) AMI is also the head leasehold owner of the Blue Land including the Blue Hatched Land
- (D) DAGL is the head leasehold owner of the Yellow Land, the Orange Land and owns the underlease interest in the Blue Hatched Land and the Purple Land

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- (E) The Operator is the occupational tenant of the Yellow Land under occupational leases dated 23 December 1998 and 28 October 1999 made between Marketspur Limited and the Operator and a reversionary lease dated 28 October 1999 between Marketspur Limited and the Operator
- (F) The Operator is also the occupational tenant of the Blue Land, the Blue Hatched Land and the Purple Land
- (G) The Operator is the underlessee and LCAJ is the sub-underlessee and occupational tenant of the Orange Land
- (H) WSP is the owner of long leasehold interest in the Pink Land
- (I) NWP is the owner of a long leasehold interest in the Brown Land
- (J) The Mortgagee has a legal charge over Airport Companies' interests in the Yellow, Blue, Blue Hatched, Orange, Purple, Pink and Brown Land
- (K) By a scheme dated 20 March 2012 and made under sections 191 and 193 Localism Act 2011 GLA Land is the freehold owner of the:
- (a) the Blue Land (other than the Blue Hatched Land); and
 - (a) the Brown Land; and
 - (b) the Pink Land; and
 - (c) the Extension Land
- (L) 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.
- (M) Having regard to the provisions of the development plan for its administrative area, the National Planning Policy Framework (2012) and (among other things) the Aviation Policy Framework (2013) and the planning considerations affecting the Land the Council resolved to grant the Planning Permission subject to the prior completion of a planning obligation on terms similar to this Agreement

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- (N) The Application was refused by the Council following a direction to that effect by the Mayor of London and the Operator made the Appeal.
- (O) The Appeal has been recovered by the Secretaries of State for their own determination.
- (P) The parties to this Agreement wish to secure the obligations and restrictions contained in this Agreement and are satisfied that they are necessary to make the Development acceptable in planning terms, directly related to the Development, fairly and reasonably related in scale and kind to the Development and, as such, satisfy the requirements of Regulation 122 of the CIL Regulations, do not fall within the scope of Regulation 123 of the CIL Regulations and are reasonable in all other respects

NOW THIS DEED WITNESSES as follows:-

DEFINITIONS

In this Agreement unless expressly specified otherwise:

"1998 57dB Contour" means the 57 dB Contour shown on Plan 1

"1998 Agreement" means the agreement made under Section 106 of the 1990 Act between Stratfield Limited (1) the Operator (2) Allied Irish Bank Limited (3) and the Council (4) and dated 21 July 1998 associated with the 1998 Permission

"1998 Permission" means the planning permission granted on 21 July 1998 under reference P/97/0826

"2009 57dB Contour" means the 57dB Contour shown on Plan 2

"2009 66dB Contour" means the 66dB Contour shown on Plan 3

"2009 Agreement" means the agreement dated 9 July 2009 and made under Section 106 of the 1990 Act between the Operator (1), DAGL (2), City Aviation Properties Limited (3), LCAJ (4), KGV Dock Properties Limited (5) the Mortgagee (6) and the Council (7)

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"2009 Permission" means the planning permission granted by the Council on 9 July 2009 under reference 07/01510/VAR

"57dB Contour" means the 57 dB LAeq, 16h Average Mode summer day contour

"63dB Contour" means the 63 dB LAeq, 16h Average Mode summer day contour

"66dB Contour" means the 66 dB LAeq, 16h Average Mode summer day contour

"69dB Contour" means the 69 dB LAeq, 16h Average Mode summer day contour

"Act" means the Town and Country Planning Act 1990 as amended

"Actual 57dB Contour" means the 57dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

"Actual 63dB Contour" means the 63dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

"Actual 66dB Contour" means the 66dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

"Actual 69dB Contour" means the 69dB Contour based on actual aircraft movements for the summer period (16 June to 15 September) in the calendar year immediately preceding the due date for submission of the Annual Performance Report

"Affected Dwelling" means a dwelling which is exposed to noise levels which meet the criteria set out in the Construction Sound Insulation Scheme as a result of the construction of the Development

"Aircraft Movement" the take-off or landing of an aircraft at the Airport other than for the purposes of training positioning aircraft testing and/or evaluation and "Aircraft Movements" shall be construed accordingly

"Aircraft Noise Categorisation Scheme" means the new scheme of aircraft categorisation or any subsequent revision of that scheme which in either case is required to be submitted and approved pursuant to the conditions attached to the Planning Permission

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"Airport" means the airport situated on the Land known as London City Airport

"Airport Byelaws" means London City Airport Byelaws 1988 or any other byelaws made by the Operator pursuant to its powers under Section 63 Airports Act 1986 and all other enabling powers

"Airport Companies" means together the Operator, AMI, DAGL, LCAJ and WSP and NWP and each of them and whose interests in the Land are set out in Schedule 1

"Airport Surface Access Strategy" means the surface access strategy for the Airport produced (and revised and reissued from time to time) in accordance with the Department for Transport's Guidance on Airport Transport Forums and Airport Surface Access Strategies (26 July 1999) (or any replacement or modification of such guidance) and the current version of which is the London City Airport Surface Access Strategy 2011

"Airport Website" means www.londoncityairport.com or any future replacement website for the Airport

"Airport Monitoring Officer" a full-time senior level officer or above employed by the Council whose responsibilities are principally related to monitoring compliance of the Airport Companies with this Agreement and the Planning Permission and other matters related to the Airport

"Alternative Use" means any use of the Airport which is unrelated to its use as an airport or civil aerodrome

"AMI" means AMI PROPERTY HOLDINGS LIMITED (Company number 74029) whose registered office is at Ogier House, The Esplanade, St Helier, Jersey JE4 9WG and whose registered address for service in England and Wales is City Aviation House, London City Airport, London E16 2PB

"ANCS Contribution" means the sum of twenty five thousand pounds (£25,000) Index Linked payable by the Airport Companies to the Council towards the cost of consultation (to include members of the public, neighbouring local authorities and other statutory bodies) on the new Aircraft Noise Categorisation Scheme to be submitted to the Council pursuant to the conditions attached to the Planning Permission

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"Annual Monitoring Payment" means the maximum sum of one hundred and twenty thousand Pounds (£120,000) Index-Linked payable on an annual basis by the Airport Companies to the Council pursuant to paragraph 2 of Schedule 14 to be allocated by the Council on receipt to the full salary costs and reasonable on-costs associated with the employment of the Airport Monitoring Officer and reasonable support from external consultancies to the Airport Monitoring Officer

"Annual Performance Report" means the annual report to be submitted to the Council by 1 June in each calendar year which shall (to the extent required by the obligations in this Agreement) report on the performance of and compliance with the terms of this Agreement in the preceding calendar year and shall include all the annual reporting requirements contained in this Agreement and the conditions attached to the Planning Permission or as agreed with the Council from time to time provided that the Annual Performance Report next following Commencement of Development shall also report on compliance with the 2009 Permission and the 2009 Agreement to the extent necessary

"the Appeal" means the appeal against the refusal of the Application made by the Operator on 15 May 2015 and given reference APP/G5750/W/15/3035673

"the Appeal Decision" means the final decision by the Secretaries of State which determines the Appeal and grants the Planning Permission

"the Application" means the planning application reference number 13/01228/FUL received by the Council seeking full planning permission to carry out the Development upon the Land

"ATF Terms of Reference" means the agreed terms of reference for the Transport Forum attached at Annexure 1 or any modification of such terms agreed between the Airport Companies, the Transport Forum and the Council

"Balancing Payment" means in relation to any sum means the payment calculated by subtracting the Pro Rata Payment from that sum

"Beneficial Use" means any use or purpose permitted by the Planning Permission

"the Blue Hatched Land" means that part of the Blue Land hatched black on Plan 11

"the Blue Land" means all the following parcels of land shown coloured blue on Plan

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11:

(a) the Blue Hatched Land being land on the North West Side of Camel Road and under the Silvertown By-Pass:

(i) the head leasehold interest of which is registered at the Land Registry under title number EX12292 ;

(ii) the underlease interest of which is registered at the Land Registry under title number EGL396965;

(iii) the sub-underlease interest of which is registered at the Land Registry under title numbers EGL527798 and EGL527799; and

(b) the Runway 28 Hold the freehold interest of which is registered at the Land Registry under title number EGL258669, the head leasehold interest of which is registered at the Land Registry under title number EGL465048 and the underleasehold interest of which is registered at the Land Registry under title numbers EGL481346;

(c) land at King George V Dock the freehold interest of which is registered at the Land Registry under title number EGL258669, the head leasehold interest of which is registered at the Land Registry under title number TGL338199 and the underleasehold interest of which is registered under title number TGL342218

“the Brown Land” all that land and premises being part of the Land and known as the 10 Acre Site (on the south side of King George V Dock) which interest is registered at the Land Registry under title number EGL373364 and shown coloured brown on Plan 11

“Bus and Taxi Access Scheme” means a scheme detailing the following:

(a) the operational and design details of the Replacement Forecourt;

(b) the routes for London Buses to/from the Bus Stops and the Bus Stand from/to Connaught Road and from/to Woolwich Manor Road;

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- (c) the routes for London Taxis to/from the Taxi Rank from/to Connaught Road and from/to Woolwich Manor Road;
- (d) the operational and design details of the Eastern Access to enable the safe and efficient two way running of vehicular traffic (or one way running with priority arrangements for London Buses where requested by TfL);
- (e) the strategy for management and maintenance of the Eastern Access and the Replacement Forecourt to ensure that they are maintained to a standard of construction (whether or not to an adoptable standard) and in a condition which allows for the safe and efficient passage of pedestrians, cyclists and vehicular traffic including London Buses and London Taxis;
- (f) proposals for phased replacement of the existing bus stops bus stand(s) and taxi rank on the existing terminal forecourt at the Airport with the Bus Stops, the Bus Stand, the Taxi Rank and the remainder of the Replacement Forecourt (respectively) to ensure continuity of provision;
- (g) identification of public conveniences that may be accessed by drivers of London Buses;

(h) provision for temporary arrangements for use of the entrance and access road comprised in the Eastern Access and for accommodating waiting London Taxis prior to entering the Taxi pick-up facility at the Airport pending provision of the Eastern Access and the Taxi Feeder Park

"Bus Stand" means the new bus stand to be provided as part of the Development and shown coloured green on Plan 6 with a capacity of not less than three buses

"Bus Stops" means the three new bus stops to be provided as part of the Development and shown coloured pink on Plan 6

"CADP 57dB Contour" means the 57 dB Contour shown on Plan 4

"CADP 63dB Contour" means the 63 dB Contour shown on Plan 18

"CADP 66dB Contour" means the 66 dB Contour shown on Plan 5

"CADP DLR Contribution" means the sum of two million six hundred thousand pounds (£2,600,000) Index Linked payable by the Airport Companies to DLR in the manner

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provided for in paragraph 1 of Schedule 5 towards the cost of purchasing the DLR Rolling Stock to increase capacity on services between the Airport and the wider route network

"CADP Noise Insulation Schemes" means the First Tier Scheme, the Intermediate Tier Scheme and/or the Second Tier Scheme

"CEMP" means a Construction Environmental Management Plan which is required to be submitted and approved under the conditions attached to the Planning Permission.

"CIL Regulations" means the Community Infrastructure Regulations 2010 (as amended)

"Commencement of Development" means the date upon which a material operation as defined in Section 56(4) of the Act is commenced pursuant to the Planning Permission (but excluding always site investigations, surveys, archaeological works, removal of obstructions, remediation works, site clearance, the erection of temporary hoardings and services diversion works which shall not constitute a material operation for the purposes of this Agreement) in respect of the Development and the words **"Commence"** **"Commencement"** and **"Commenced"** shall be construed accordingly

"Community Recreation Contribution" means the sum of five hundred thousand pounds (£500,000) Index Linked payable by the Airport Companies to the Council in the manner provided for in paragraph 9 of Schedule 5 towards the cost of programmes, activities and other measures to enhance the community's enjoyment of public parks and recreation grounds within the Actual 57dB Contour (or within 5 minutes walking time of the Actual 57 dB Contour) and to mitigate the effects of aircraft noise

"Confirmatory Deed" means a deed substantially in the form attached at Annexure 14 to be entered into which confirms that the obligations in this Agreement shall also bind the interests of the person entering into the Confirmatory Deed

"Construction Sound Insulation Scheme" means a scheme (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of sound insulation) in the form of the draft attached to this Agreement at Annexure 10 which shall provide for sound insulation works to be undertaken at Affected Dwellings in order to mitigate the noise impacts of the

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construction of the Development and in any event incorporates the qualifying criteria and scope of works described in Annexure 10 for night-time and daytime construction noise

"Consumer Prices Index" means the official measure of consumer prices of goods and services in the United Kingdom (inclusive of VAT and other taxes but excluding the cost of owner-occupied housing) which is used to calculate inflation and which is published by the Office for National Statistics on a monthly basis provided that if the Consumer Prices Index shall cease to exist, there shall be substituted such equivalent index as may be adopted by HM Government for calculating inflation and which is published by the Office for National Statistics

"the Council" means the LONDON BOROUGH OF NEWHAM whose address is Newham Dockside, 1000 Dockside Road, London E16 2QU

"CPI Indexed" means the recalculation of any payment which is expressed to be CPI Indexed in this Agreement by applying the following formula from 9 July 2009 to the date of payment:

$$A \times B/C = D$$

where:

A = the sum specified in this Agreement in pounds sterling;

B = the figure shown in the Consumer Prices Index for the month immediately prior to the due date for payment of such sum under the provisions of this Agreement;

C = the figure shown in the Consumer Prices Index for the month immediately prior to 9 July 2009; and

D = the recalculated sum in pounds sterling payable under this Agreement

"DAGL" means DOCKLANDS AVIATION GROUP LIMITED (Company number 5879149) whose registered office is at City Aviation House, London City Airport, London E16 2PB

"the Development" means the development of the Land comprising demolition of existing buildings and structures and provision additional infrastructure and passenger facilities at the Airport including:

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- (a) Demolition of existing buildings and structures;
- (b) 4 no. upgraded aircraft stands and 7 new aircraft parking stands;
- (c) Extension and modification of the existing airfield, including the creation of an extended taxi lane;
- (d) Emergency vehicle access point over King George V Dock;
- (e) Replacement landside forecourt to include vehicle circulation, pick up and drop off areas and hard and soft landscaping;
- (f) Eastern Extension to the existing Terminal Building (including alteration works to the existing Terminal);
- (g) Construction of a 3 storey passenger pier to the east of the existing Terminal;
- (h) Erection of Noise Barriers;
- (i) Western Extension and alterations to the existing Terminal;
- (j) Western Energy Centre, storage, ancillary accommodation and landscaping;
- (k) Facilitation Works including temporary coaching facility and extension to the outbound baggage area;
- (l) Upgrading works to Hartmann Road;
- (m) Passenger and staff parking, car hire parking, taxi feeder park and ancillary and related work;
- (n) Eastern Energy Centre;
- (o) Dock Source Heat Exchange System within King George V Dock; and
- (p) Ancillary and related work

"Development Management Contribution" means an annual contribution of fifty thousand pounds £50,000 Index Linked to be paid by the Airport Companies to the Council pursuant to paragraph 3 of Schedule 14 towards the additional cost of processing applications for approvals and consents under this Agreement and the Planning Permission associated with it and payable pursuant to paragraph 3 of

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Schedule 14.

"DHN " means a district heating network comprising a central heat source together with a network of pipes carrying hot water or steam which supply heat to a number of buildings in the local area

"DHN Operator" means an operator of the relevant DHN

"Director of Planning" means the officer at the Council who for the time being has overall responsibility for management of the Council's service as local planning authority

"DLR" means DOCKLANDS LIGHT RAILWAY LIMITED (Company Registration Number 2052677) whose registered office is situate at P.O. Box 154 Castor Lane, Poplar, London E14 0DX

"DLR Contributions" means the DLR Contribution Balance and the CADP DLR Contribution

"DLR Contribution Balance" means the balance from time to time of the DLR Service Enhancement Contribution which balance at the date of this Agreement is two million one hundred and twenty five thousand pounds (£2,125,000) CPI-Indexed and which is to be used to increase capacity on services between the Airport and the wider route network

"DLR Rolling Stock" means additional rolling stock to provide the equivalent of an additional DLR Car for deployment on the DLR route network including the routes serving the DLR Station to be funded by the Airport Companies pursuant to this Agreement

"DLR Service Enhancement Contribution" means the DLR Service Contribution as defined in the 2009 Agreement namely:

the sum of £2,500,000 payable by the Airport Companies to the Council towards the cost of purchasing one additional rail car to assist in providing the DLR Service Enhancement which shall be payable in the manner provided for in paragraph 6 of Part 1 of the Sixth Schedule

- and "DLR Service Enhancement" being defined in the 2009 Agreement as follows:

'any one of the following enhancements of the DLR Current Planned Service

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[defined in the 2009 Agreement as 15 two-car trains per hour in each direction]:

- (a) *increased frequency of trains (greater than 15 two-car trains per hour in each direction);*
- (b) *introduction of at least one three-car train as part of the DLR Current Planned Service;*
- (c) *extension of the Woolwich to Canning Town (two-car) shuttle service to Canary Wharf as part of the DLR Current Planned Service; or*
- (d) *any other enhancement which may be agreed between the Council the Airport Companies and DLR'*

- and which for the avoidance of doubt under this Agreement can be spent on DLR Rolling Stock

"DLR Staff" means those persons employed by DLR to manage the flow and distribution of passengers on the platforms at the DLR Station in order to facilitate the maximum use of the available DLR train capacity by passengers and to also act as a passenger information source for matters relating to the Airport

"DLR Station" means the existing station forming part of the DLR which serves the Airport and is known as London City Airport station

"DLR Station Management Contribution" means the sum of three hundred thousand pounds (£300,000) payable by the Airport Companies to TfL over a three year period in the manner provided for in paragraph 2 of Schedule 5 towards the cost of maintaining an increase over current DLR staffing levels at the DLR Station which is equivalent to two full time DLR Staff at the DLR Station during Airport peak hours of passenger demand at the DLR Station (0600 to 1000 and 1600 to 2000) subject to alterations agreed by the Airport Companies and TfL to reflect actual demand

"Dockside Works" means those aspects of the Development which are likely to affect access along Hartmann Road comprising:

- (a) upgrading works to Hartmann Road (in accordance with Schedule 3);
- (b) passenger and staff parking;

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(c) car hire parking; and

(d) taxi feeder park.

"Eastern Access" means (a) the access point at the eastern end of the Land at the junction of Hartmann Road and the A117 Woolwich Manor Way and (b) the improved Hartmann Road (in accordance with Schedule ~~30-31~~ which together form part of the Development

"Eastern Energy Centre" means the eastern energy centre proposed as part of the Development shown indicatively coloured green on "Plan 7"

"Eastern Terminal Extension" means the extension of the existing terminal building at the Airport to its eastern elevation which extension forms part of the Development and is shown indicatively coloured green on "Plan 8"

"Education Contribution" means the sum of seven hundred and seventy thousand pounds (£770,000) Index Linked payable by the Airport Companies to the Council in the manner provided for in paragraph 3 of Schedule 5 towards programmes for local schools and/or colleges which assist pupils and students with employment and interviewing skills and/or general career advice and/or knowledge of the Airport and the Development and/or job opportunities in the aviation industry

"Embedded Posts" means the following posts which shall be maintained by the Airport Companies for a minimum of eight years from the Commencement of Development:

- (a) Full-time equivalent Human Resources officer with responsibility for the following:
 - (i) Working with staff at the Operator and concession services at the Airport of the business case for employing local staff and encouraging them to use the Newham Workplace recruitment service as appropriate;
 - (ii) identifying forthcoming job opportunities and provide advance notice to the Operator and Newham Workplace of skills needs and recruitment timescales; and
 - (iii) developing intelligence to inform the design and content of skills training to meet the needs of employers;

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- (b) Full-time equivalent Community Engagement officer with responsibility for the following:
- (i) Community engagement activity in liaison with Newham Workplace to raise local awareness of job opportunities at the Airport and relevant pre-recruitment training courses;
 - (ii) Local schools programmes to raise awareness of the world of work, career paths and aspiration - educating teachers, pupils and parents;
 - (iii) Identifying forthcoming supply chain opportunities which are relevant and suited to local businesses
 - (iv) A programme of curriculum activities which relate to work and activities at the Airport in order to link education to the world of employment - targeting primary and secondary schools; and
 - (v) Liaising with the Council and the Education Partnership Board on the schools programmes and curriculum activities being undertaken by the Airport Companies and the Council.
- (c) Full-time equivalent procurement manager with responsibility for the following aspects of the supply chain for the Airport in liaison with Newham Workplace:
- (i) raising awareness amongst local businesses of the supply chain opportunities available for both construction and operational activities;
 - (ii) organising "meet the buyer" events to promote supply chain opportunities;
 - (iii) organising business networking events to share good practice and promote business opportunities resulting from the Airport;
 - (iv) reporting regularly to the Council on the supply chain initiatives being undertaken by the Airport Companies

"Employment Contribution" means the sum of five million eighteen thousand one hundred and twelve pounds (£5,018,112) Index Linked payable by the Airport Companies to the Council in the manner provided for in paragraph 3 of Schedule 5 towards the following employment initiatives to be offered by the Council in connection with the Development:

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- (a) supporting people in gaining entry into work associated with the Airport and the Development including through Newham Workplace (including any equivalent replacement body); and
- (b) ensuring local residents are given the opportunity to access jobs at the Airport or related to the Development

"Environmental Health Monitoring Contribution" means a contribution of seventy thousand pounds (£70,000) Index Linked per annum to be paid by the Airport Companies to the Council pursuant to paragraph 4 of Schedule 14 during construction of the Development to fund the Council's Pollution Control Team (and any successor entity providing this function for or on behalf of the Council) in monitoring and managing environmental issues under this Agreement and during construction (including the noise and air quality implications of the construction of the Development) including any agreement concluded for the Development under the Control of Pollution Act 1974

"Extension Land" means the part of King George V Dock which is required for the construction of the Development and is currently outside the operational boundary of the Airport shown for illustrative purposes hatched red on "Plan 9" (also shown hatched red on Plan 11)

~~"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~~

"First Tier Scheme" means the scheme in the form attached to this Agreement at Annexure 2 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) incorporating sound insulation measures for Eligible Properties (as that term is defined in Annexure 2) within the Actual 57dB Contour

"GLA Land" means GLA LAND AND PROPERTY LIMITED (Company number 07911046)

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whose registered office is at Windsor House, 42-50 Victoria Street, London SW1H 0TL and whose interests in the Land are set out at Schedule 2

"GLA Land Interests" means the freehold interests owned at the date of this Agreement by GLA Land in the following parts of the Land:

- (a) the part of King George V Dock outside the current operational boundary of the Airport;
- (b) the Runway 28 Hold and the land at King George V Dock referred to in recital (C);
- (c) the 11 Acre Site referred to in recital (F);
- (d) the 10 Acre Site referred to in recital (G)

"the Greater London Authority" means the Greater London Authority, City Hall, The Queen's Walk, London SE1 2AA

"the Green Land" the parts of the Land shown coloured green on Plan 11 the freehold interest of which is registered at the Land Registry under the title numbers EGL519267, EGL522964 and TGL339701 and is owned by DLR.

"Group" in relation to any party, that party and its subsidiary undertakings from time to time and the ultimate parent undertaking (if any) and every other undertaking which from time to time is a subsidiary undertaking of the same ultimate parent undertaking (if any) and the terms "undertaking", "subsidiary undertaking" and "parent undertaking" shall have the meanings prescribed by Sections 1161 and 1162 and Schedule 7 of the Companies Act 2006

Group Company" a company forming part of the Group

"Guidelines" means the "Guidelines for Airport Consultative Committees" issued by the Department of Transport in April 2014 or such other guidelines that may be issued from time to time modifying extending or replacing them

"Hartmann Road" means that part of Hartmann Road which is not public highway at the date of this Agreement and which is under the control of the Airport Companies shown coloured pink on "Plan 10"

"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

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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

"Historical Information Boards" means one information board located at the eastern end of the Land adjacent to King George V Dock and another information board located at the western end of the Land adjacent to King George V Dock both of which shall be in the form and in the locations to be approved by the Council as local planning authority pursuant to paragraph 1 of the Schedule 7 and the purpose of which shall be to provide information to the public about the history of King George V Dock and the other Royal Docks PROVIDED THAT the total cost to the Airport Companies of installing the Historical Information Boards shall not exceed forty thousand pounds (£40,000) Index Linked

"Implementation Date" means the date on which the Development is Commenced

"Implemented Alternative Use" means any use of the Extension Land which is unrelated to the use of the Airport as a civil aerodrome and which has been implemented by either the commencement of that use or the beginning of development which facilitates that use within the meaning of Section 56 of the Act

"Index Linked" means that if any sum so described in this Agreement is not paid within 3 months of the date hereof it shall be increased by an amount in proportion to the increase in the All Items Index of Retail Prices ("RPI Index") issued by the Office for National Statistics from the date hereof until the date on which such sum is paid in accordance with the following formula:

$$X = \text{£Y} \times B/A$$

Where:

X is the sum in question after application of this formula

£Y is the sum due under this Agreement to which this formula is applied

A is the value of the RPI Index last published before the date of this Agreement; and

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B is the value of the RPI Index last published before sum (£Y) is paid

- provided that if the RPI Index shall cease to exist, there shall be substituted such other index as shall be specified by the Council, acting reasonably

"Interest" means interest at 4% per annum above the base lending rate of the Bank of England from time to time

"Intermediate Tier Scheme" means the noise insulation scheme in the form attached at Annexure 12 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which incorporates sound insulation measures for Eligible Properties (as defined in Annexure 12) within the Actual 63 dB Contour

"the Land" means the land known as London City Airport, The Royal Docks, London E16 2PB as shown edged red on the plan attached to this Agreement marked "Plan 11"

"LCACC" means the airport consultative committee currently known as the London City Airport Consultative Committee

"LCAJ" means LONDON CITY AIRPORT JET CENTRE LIMITED (Company number 2120138) whose registered office is at City Aviation House, Royal Docks, London E16 2PB

"Local Area" means together the administrative areas of the London Boroughs of Newham, Tower Hamlets, Hackney, Waltham Forest, Redbridge, Lewisham, Southwark, Barking and Dagenham, Greenwich, Bexley, Havering and the area of Epping Forest District Council

"Local Employment Partnership Board" means the board established pursuant to paragraph 4 of Schedule 11 which shall comprise an equal number of individuals representing the Airport Companies and individuals representing the Council and which shall review and consider the initiatives that may be funded by the Education Contribution and the Employment Contribution and the progress made by persons in the Embedded Posts with community engagement, training, local recruitment and supply chain management.

"London Buses" means any buses operating on service routes, diversions, special services or rail replacement services which are managed by TfL

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"London Taxis" means taxis licensed by TfL for the Greater London area

"the Mortgagee" means the ROYAL BANK OF SCOTLAND PLC (registered in Scotland with Company Registration number 90312) whose registered office is at 250 Bishopsgate, London EC2M 4AA in its capacity as Security Trustee (as defined below)

"Neighbouring Authority Agreement" means a binding agreement to be entered into between the Airport Companies and any London Borough within whose administrative boundary the Actual 57dB Contour falls and such agreement shall comprise a binding commitment by the Airport Companies (and their respective successors in title) to comply with the obligations in this Agreement contained in paragraphs 1 to 8 of Part 1 of Schedule 9 in the administrative area of that London Borough and the Neighbouring Authority Agreement shall be substantially in the form included at Annexure 13.

"Newham Work Place" means the Council's partnership "one stop shop" for jobs and enterprise, bringing together Jobcentre Plus (JCP), the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers including support for local unemployed and under-employed people, access to training provision and business support services as well as supporting local firms' recruitment needs (and shall include any successor partnership or organisation thereto)

"New Stands" means the new aircraft stands to be constructed as part of the Development

"NIPS 1" means a scheme (defined as the Noise Insulation Payment Scheme and required under the 2009 Agreement) in the form attached at Annexure 3 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which is intended to accelerate eligibility for the CADP Noise Insulation Schemes by compensating landowners and developers for actual construction costs arising from the need for increased insulation against aircraft noise at dwellings and Public Buildings which:

- (a) as a consequence of the 2009 Development are situated on land:
 - i. within the 2009 57dB Contour but outside the 1998 57 dB Contour; and
 - ii. within the 2009 66dB Contour; and

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- (b) form part of a development that as at 9 July 2009 had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 1 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects)

NIPS 2" means a scheme in the form attached at Annexure 4 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which is intended to accelerate eligibility for the CADP Noise Insulation Schemes by compensating landowners and developers for actual construction costs arising from the need for increased insulation against aircraft noise at:

- (a) dwellings and Public Buildings which
 - (i) as a consequence of the Development are situated on land:
 - (A) within the CADP 57dB Contour but outside the 2009 57dB Contour; or
 - (B) within the CADP 66dB Contour but outside the 2009 66dB Contour; and
 - (ii) form part of a development that as at the date of this Agreement had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS 2 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects); and
- (b) dwellings which
 - (i) as a consequence of the Development are situated on land within the CADP 63dB Contour; and
 - (ii) form part of a development that as at the date of this Agreement had been granted planning permission but where construction had not commenced and at the time of the application for payment under NIPS

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2 remains capable of being built pursuant to such planning permission (or any minor variation or modification to such planning permission which results in substantially the same development in all material respects).

“NWP” means NORTH WOOLWICH PROPERTIES LIMITED (Company number 3674787) whose registered office is at City Aviation House, London City Airport, Royal Docks, London E16 2PB and any successor in title thereto

“Noise Contours” means the following contours:

- (a) the Actual 57dB Contour
- (b) the Actual 63dB Contour
- (c) the Actual 66dB Contour
- (d) the Actual 69dB Contour
- (e) the Predicted 57dB Contour
- (f) the Predicted 63dB Contour
- (g) the Predicted 66dB Contour
- (h) the Predicted Reduced 57dB Contour
- (i) the Predicted Reduced 63dB Contour
- (j) the Predicted Reduced 66dB Contour

“NOMMS” means the noise management and mitigation strategy to be submitted to and approved by the Council pursuant to the conditions attached to the Planning Permission

“Notification of Implementation Form” the form appended at Schedule 16 with notification of the Implementation Date to be completed by the Airport Companies and returned to the Council in accordance with clause 11.3 hereof;

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"Notification of Payment Form" means the form appended at Schedule 17 with notification of any relevant Payment Date to be completed by the Airport Companies and returned to the Council in accordance with clause 11.4 hereof;

"Occupation" means occupation or bringing into Beneficial Use and excludes occupation for the purposes of demolition construction internal and external refurbishment decoration fitting out security or any other activity preparatory to Beneficial Use and the words **"Occupy"** and **"Occupied"** shall be construed accordingly

"the Operator" means LONDON CITY AIRPORT LIMITED (Company number 1963361) whose registered office is at City Aviation House, Royal Docks, London E16 2PB and any successor in title thereto

"the Orange Land" all that land being part of the Yellow Land and known as land on the east side of Connaught Bridge which interest is registered at the Land Registry under the title number EGL517854 shown hatched orange on Plan 11

"Parking Improvement Contribution" means the sum of two hundred and fifty thousand pounds (£250,000) Index-Linked payable by the Airport Companies to the Council pursuant to in paragraph 4 of Schedule 5 towards the cost of investigating, designing and implementing a system of parking controls (or such other traffic management measures as the Council deems necessary) in the immediate vicinity of the Land and any area where it is established that there is a parking problem caused by the operation of the Airport

"Past Noise Insulation Works" means:

- (a) any of the First Tier Works, the Public Buildings First Tier Works, the Second Tier Works or the Public Buildings Second Tier Works as those terms are defined in and pursuant to the obligations contained in the 2009 Agreement; or
- (b) any Noise Insulation Works as that term was defined in and pursuant to the obligations contained in the 1998 Agreement

"Phase" means any phase of the Development identified as part of the phasing plan or programme submitted to and approved by the Council pursuant to the conditions attached to the Planning Permission

"the Pink Land" all that land and premises being part of the Land shown coloured

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pink on Plan 11 and known as the 11 Acre Site (on the south side of King George V Dock) the freehold interest of which is registered at the Land Registry under title EGL258669 and the long leasehold interest of which is registered at the Land Registry under title number EGL291578

"the Planning Permission" means the planning permission granted pursuant to the Appeal and shall be deemed to include any planning permission granted under section 73 of the Act for variation of a condition attached to such planning permission without prejudice to the Council's discretion to require changes to this Agreement or additional planning obligations which are necessary to make such variation acceptable in planning terms

"Plan 1" means the plan attached hereto and numbered "1"

"Plan 2" means the plan attached hereto and numbered "2"

"Plan 3" means the plan attached hereto and numbered "3"

"Plan 4" means the plan attached hereto and numbered "4"

"Plan 5" means the plan attached hereto and numbered "5"

"Plan 6" means the plan attached hereto and numbered "6"

"Plan 7" means the plan attached hereto and numbered "7"

"Plan 8" means the plan attached hereto and numbered "8"

"Plan 9" means the plan attached hereto and numbered "9"

"Plan 10" means the plan attached hereto and numbered "10"

"Plan 11" means the plan attached hereto and numbered "11"

"Plan 12" means the plan attached hereto and numbered "12"

"Plan 13" means the plan attached hereto and numbered "13"

"Plan 14" means the plan attached hereto and numbered "14"

"Plan 15" means the plan attached hereto and numbered "15"

"Plan 16" means the plan attached hereto and numbered "16"

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"Plan 17" means the plan attached hereto and numbered "17"

"Plan 18" means the plan attached hereto and numbered "18"

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

"Practical Completion" means in relation to a development or part of a development the issue of a certificate of practical completion by the developer's architect or engineer as the case may be

"Predicted 57dB Contour" means the 57 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted 63dB Contour" means the 63 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted 66dB Contour" means the 66 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report

"Predicted Reduced 57dB Contour" means the 57 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

"Predicted Reduced 63dB Contour" means the 63 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September) in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

"Predicted Reduced 66dB Contour" means the 66 dB Contour based on forecast Aircraft Movements at the Airport for the summer period (16 June to 15 September)

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in the calendar year of the due date for submission of the Annual Performance Report but reduced to take into account likely cancellation of Aircraft Movements and other matters affecting numbers of Aircraft Movements by reference to the highest proportion of predicted Aircraft Movements which actually occurred in any of the preceding five calendar years

"Pro Rata Payment" in relation to any sum (S), means the amount (X) calculated using the following formula:

$$X = S \times Y/365$$

where Y is the number of days from and including the due date for payment up to and including the anniversary of the due date for payment

"PSZs (2009)" means the public safety zones at either end of the runway at the Airport designated as such by the Department for Transport which existed at the date of the 2009 Permission and shown on the plan attached to this Agreement marked "Plan 12"

"PSZs (2011)" means the public safety zones at either end of the runway at the Airport designated as such by the Civil Aviation Authority the current form of which are shown on the plan attached to this Agreement marked "Plan 13"

"Public Building" means the following types of public buildings in noise sensitive community use and any other types of public building as agreed between the Airport Companies and the Council: schools (including but not limited to Britannia Village School) colleges doctors' surgeries health centres hospitals nursing homes (including old people's homes) community centres (but not those used only as social clubs) meeting halls village halls churches and other places of religious worship libraries children's and other day centres crèches and nurseries and including any parts of buildings authorised and used for such purposes

"Public Safety Zones" means the public safety zones at either end of the runway at the Airport designated as such from time to time by the Civil Aviation Authority the current form of which are the PSZs (2011) and **"Public Safety Zone"** shall be construed accordingly.

"Purchase Offer" means an offer to purchase a Residential Dwelling at open market value pursuant to the Purchase Scheme which shall remain open for acceptance during a period of five years from date of offer

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"Purchase Scheme" means a scheme in the form attached at Annexure 5 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) originally required under the 2009 Agreement pursuant to which the Airport Companies shall make a Purchase Offer to any dwelling where the external façade of that dwelling is situated within the Actual 69 dB Contour

"the Purple Land" means the part of the Pink Land hatched purple on Plan 11 the occupational lease of which is owned by the Operator and registered at the Land Registry under title number EGL570410

"Recruitment Centre" means a recruitment centre located within the London Borough of Newham which is committed to helping local people to find suitable jobs and assisting employers to find the right people locally for their organisations (such recruitment centre to be approved by the Council)

"Reinspection Scheme" means the scheme in the form attached to this Agreement at Annexure 6 (or any amended version of such scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) for the reinspection of properties which have benefited from Past Noise Insulation Works or the CADP Noise Insulation Schemes in order to establish whether the relevant works still meet the acoustic standard specified in the Past Noise Insulation Works or the CADP Noise Insulation Schemes (as the case may be)

"Replacement Forecourt" means that part of the replacement landside forecourt forming part of the Development which includes the Taxi Rank, the Bus Stops and the Bus Stand and the routes shown coloured blue on Plan 6

"Residential Dwelling" means a house, flat, apartment or other place of residence permanently in use for residential purposes within Class C3 or Class C4 of the Town and Country Planning (Use Classes) Order 1987

"Restoration Scheme" means a methodology and programme for the Restoration Works to be approved pursuant to Schedule 4 and (subject to obtaining all relevant statutory consents) to be implemented in the event that the Airport ceases permanently to be used as an airport or civil aerodrome

"Restoration Works" means the works necessary to:

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- (a) remove the buildings, the deck and the section of each pile above the surface of the dock bed which shall have been constructed as part of the Development on the Extension Land so that the Extension Land can be returned to open water capable of being used for water-based leisure and recreational uses; and
- (b) (if required) reinstate
 - (i) the dolphin structure forming part of King George V Dock which shall have been partially removed as part of the Development on the Extension Land and
 - (ii) the part of the dock wall edge which is proposed to be altered as part of the Development in order to facilitate connection of the floating pontoon or deck slab.

"Road Signage Contribution" means the sum of twenty five thousand pounds (£25,000) Index Linked payable as a contribution towards the cost of installing modified or additional signage on roads in the vicinity of the Land in the approximate locations shown on Plan 14 in order to direct vehicular traffic between the TfL road network and the Airport following completion of the Development and the opening of the Eastern Access

"Second Tier Scheme" means the noise insulation scheme in the form attached at Annexure 7 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of air noise mitigation) which incorporates sound insulation measures for Eligible Properties (as defined in Annexure 7) within the Actual 66 dB Contour

"Secretaries of State" means the Secretary of State for Transport and the Secretary of State for Communities and Local Government

"Security Trustee" means The Royal Bank of Scotland plc acting in its capacity as security trustee for the Secured Parties under (and as defined in) the facility agreement dated 18 February 2016 (as amended, varied and/or restated from time to time) entered into by the Mortgagee (as agent and security trustee)

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"Start Date" means the start of any works forming part of the Development or part of a Phase (as the case may be) pursuant to the Planning Permission whether or not those works constitute Commencement of Development

"STQ Application" means the planning application dated 19 April 2010 reference number 10/00860/RENEW received by the Council seeking outline planning permission for the STQ Development

"STQ Development" means the mixed use development at the STQ Site or any minor variation or modification to the STQ Permission pursuant to the Act resulting in what is in substance substantially the same development in all material respects

"STQ Payment" means a total sum of two million pounds (£2,000,000) CPI Indexed payable by the Airport Companies to GLA Land towards the enhancement of residents' enjoyment of the accessible open space within the STQ Development through projects activities or other measures

"STQ Permission" means planning permission to be granted pursuant to the STQ Application

"STQ Site" means the site known as Silvertown Quays which is the subject of the STQ Application

"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

"Taxi Rank" means the replacement taxi drop off and pickup areas forming part of the Replacement Forecourt and show coloured orange and yellow on Plan 6

"TfL" means TRANSPORT FOR LONDON being the strategic transport authority for London and the highway authority for the purposes of the Highways Act 1980 for certain highways in the vicinity of the Development and responsible for the planning operation of public transport serving the Land and whose registered office is situated at Windsor House, 42-50 Victoria Street, London SW1H 0TL and shall include any successor body thereto

"the Transport Forum" means the partnership arrangements known as the Airport Transport Forum already established at the date of this Agreement by the Operator between itself, public transport operators, the Council, local people and businesses and other interested parties in accordance with the Department for Transport's

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Guidance on Airport Transport Forums and Airport Surface Access Strategies (26 July 1999) or any replacement or modification of such guidance

"Underspend" means the sum representing the part (if any) of the Annual Monitoring Payment for any one year which at the end of that year remains unexpended (including following the Commencement of Development any Underspend from any Annual Monitoring Payment which may have been paid under the 2009 Agreement)

"VCS 1" means a scheme (defined as the Value Compensation Scheme and required under the 2009 Agreement) in the form attached at Annexure 8 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of mitigation against the consequences of extension of public safety zones at the Airport) which is intended to compensate for loss of value in sites which are yet to be developed caused by the first extension of the PSZs (2009) to the PSZs (2011), following the grant of the 2009 Permission

"VCS 2" means a scheme in the form attached at Annexure 9 (or any amended version of that scheme which is agreed in writing by the Council and which provides at least an equivalent or better form of mitigation against the consequences of extension of public safety zones at the Airport) which is intended to compensate for loss of value in sites which are yet to be developed caused by the first extension of the PSZs (2011) in an official revision of Public Safety Zones as a result of the Planning Permission

"Wake Turbulence" means the wake vortices formed by lift being generated through the creation of a pressure differential over the wing surfaces of aircraft

"Wake Turbulence Study" means an investigation into any damage arising to buildings surrounding the Airport as a result of Wake Turbulence, together with recommendations (to the extent necessary) to address such damage or the risk of such damage and procedures that should be adopted in order to handle any claims for compensation arising from such damage and the current version of the Wake Turbulence Study is included at Annexure 11 to this Agreement

"Walking and Cycling Contribution" means the sum of one hundred thousand pounds (£100,000) Index Linked as a contribution towards the cost of funding:

- (a) a study (up to a maximum cost of £5,000) based on the Pedestrian Environment Review System (PERS) to assess the quality of the pedestrian and cycling environment in the vicinity of the Land and identify the opportunities to improve

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pedestrian and cycling routes to and from the Airport to and from the Local Area

- (b) the recommendations for improvement of pedestrian and cycling routes to and from the Airport contained in the study

"Western Energy Centre" means the western energy centre proposed as part of the Development shown indicatively coloured yellow on "Plan 15"

"WSP" means WEST SILVERTOWN PROPERTIES LIMITED (Company number 4283491) whose registered office is at City Aviation House, London City Airport, Royal Docks, London E16 2PB

"Western Terminal Extension" means the extension of the existing terminal building at the Airport to its western elevation which extension forms part of the Development and is shown indicatively coloured red on "Plan 16"

"the Yellow Land" means all those freehold parcels of land and premises being part of the Land and registered at the Land Registry under the title numbers EGL343511, EGL371083, EGL519692, EGL518399 and EGL552140 shown coloured yellow on Plan 11 subject to :

- (a) head leasehold interests held by DAGL and registered at the Land Registry under title numbers EGL288796, EGL371087 and EGL240722; and
- (b) occupation leases held by the Operator and registered at the Land Registry under title numbers EGL518714, EGL527797, EGL527798 and EGL527799

2. INTERPRETATION

- 2.1 Words importing the singular shall include the plural and vice versa
- 2.2 Words importing one gender include all other genders
- 2.3 Clause headings (if any) are inserted for convenience only and shall not affect the construction of this Agreement and all references to clauses and sub-clauses are to clauses and sub-clauses of this Agreement
- 2.4 References to statutes or statutory instruments include references to any Modification extension or re-enactment of them from time to time

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2.5 References in this Agreement to the Council or TfL or the Greater London Authority shall include any successor to their respective statutory functions

2.6 References in this Agreement to:

- (a) the Operator;
- (b) any of the other Airport Companies;
- (c) the Mortgagee;
- (d) GLA Land;
- (e) TfL; or
- (f) DLR

- shall include their successors in title

2.7 Any covenant not to do any act or thing includes an obligation not to knowingly allow, permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person

2.8 This Deed is made pursuant to the Act and the planning obligations are entered into with the intent that they shall be enforceable without limit of time against the interests of the Airport Companies and (subject to clause 6) DLR and GLA Land referred to in the recitals to this Agreement, including their 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

3. STATUTORY POWER AND ENFORCING AUTHORITY

3.1 This Agreement is made as a deed pursuant to:

- (a) Section 106 and Section 106A of the Act;
- (b) Section 111 of the Local Government Act 1972;

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- (c) Section 1 of the Localism Act 2011; and
- (d) All other enabling powers necessary to give effect to this Agreement

4. COMMENCEMENT

4.1 This Agreement is conditional upon:

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development

- save for the provisions of clause 3, this clause 4, clause 9, clauses 11 to 16, paragraph 1.1 of Schedule 3, paragraphs 3.1(a) and 8 of Schedule 5, paragraphs 1 and 2 of Schedule 7, paragraphs 9 and 10 of Part 1 and Part 2 of Schedule 9 each of which shall come into effect immediately upon the grant of the Planning Permission

5. THE PLANNING OBLIGATIONS - AIRPORT COMPANIES

5.1 The Airport Companies covenant with the Council with the intention of binding their respective interests in the Land:-

- (a) to observe and perform and cause to be observed and performed the covenants and restrictions contained in this clause and Schedules 3 to 14 inclusive of this Agreement; and
- (b) to pay on completion of the Agreement the Council's reasonable legal costs in connection with the negotiation and completion of this Agreement; and
- (c) subject to Clause 9.10 not to carry out the Development or conduct the operation of the Airport otherwise than in accordance with this Agreement

5.2 The Airport Companies covenant with TfL in the terms set out in Schedule 3 and paragraphs 1 and 2 of Schedule 5

5.3 The Airport Companies covenant with the Greater London Authority in the terms set out in part 2 of Schedule 9

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6. THE PLANNING OBLIGATIONS - GLA LAND and TfL

GLA Land Covenants

6.1 Insofar as this Agreement affects the GLA Land Interests GLA Land:

- (a) consents to its interests being bound by this Agreement but save for Schedule 4 shall not be liable for the performance of any planning obligations and for the avoidance of doubt it is acknowledged that the binding of the GLA Land Interests shall not be construed as GLA Land granting express (or implied) consent that any part or parts of the GLA Land Interests shall be bound by the requirement in Schedule 3 to make the Eastern Access available for use by the public or that any part or parts of the GLA Land Interests shall otherwise be made (or are obliged to be made) available for the purposes of enabling the Airport Companies to comply with their obligations under Schedule 3
- (b) covenants with the Council and the Airport Companies so as to bind its freehold interest in the Extension Land in the manner provided for in Schedule 4 and
- (c) shall not be required to give its approval or consent to any modification or variation of this Agreement save in respect of any modification or variation of Schedule 4

TfL Covenants

- 6.2 TfL covenants with the Council and the Airport Companies in the manner provided for in paragraph 2 of Schedule 5 and Schedule 18 and for the avoidance of doubt TfL's approval or consent for any modification or variation of this Agreement shall only be required in respect of any modification or variation of Schedule 3, paragraphs 1 and 2 of Schedule 5 and Schedule 18

7. COUNCIL'S COVENANTS

The Council covenants with GLA Land and the Airport Companies to observe and perform the obligations on its part contained in this Agreement and in particular Schedule 15 to this Agreement

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8. MORTGAGEE'S CONSENT

- 8.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Airport Companies with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Land shall take effect subject to this Agreement 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
- 8.2 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 Agreement 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.

9. LEGAL EFFECT

- 9.1 No person shall be liable for any breach of the obligations contained in this Agreement after it has parted with its interest in the Land other than in respect of any breach by it at the time when it held such an interest
- 9.2 For the avoidance of doubt:
- (a) where an obligation is entered into by the Airport Companies that obligation shall be sufficiently discharged if it is discharged by any one of the Airport Companies;
 - (b) where any provision of this Agreement requires the service on, the provision of information to, consultation with or the approval or agreement of the Airport Companies, it shall be sufficient if such service, provision of information, consultation, approval or agreement is effected through the Operator;
 - (c) in the event of any inconsistency between any approval given or deemed to be given, or any requirement or agreement made, or decision taken, pursuant to this Agreement by the Airport Companies or any of them, the approval,

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requirement, agreement or decision (as the case may be) of the Operator shall prevail.

- 9.3 The Airport Companies and all those deriving title from them shall not be liable to comply with any obligation or restriction in this Agreement that is expressed as a continuing obligation if the Airport ceases to operate as an airport save for Schedule 4
- 9.4 Other than any operator of the Airport and other than DLR in respect of the Green Land (and then only in relation to Schedule 3), no statutory undertaker which has an interest in the Land for the sole purpose of its statutory functions shall be liable to the Council under the provisions of this Agreement
- 9.5 No person other than the parties to this Agreement shall have the benefit of or be capable of enforcing any term of this Agreement as a result of the Contracts (Rights of Third Parties) Act 1999 save that:
- (a) any London Borough within whose administrative boundary the Actual 57dB Contour falls shall have the benefit of and the right to enforce the provisions included in paragraphs 1 to 8 of part 1 of Schedule 9 in relation to its local authority area subject always to the following conditions:
 - (i) the benefit of and the right to enforce the provisions referred to are conditional in each case upon the relevant London Borough complying at all times with the obligations expressed in those provisions to exist on the part of the Council so far as the same affect its local authority area; and
 - (ii) the relevant London Borough shall have the benefit of and the right to enforce the provisions referred to during the period from the date of this Agreement up to but not including the date of completion of the Neighbouring Authority Agreement for the relevant Borough but not further or otherwise and for the avoidance of doubt after that time their respective rights to enforce any provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999 shall cease

PROVIDED THAT for the avoidance of doubt during the currency of their respective rights to enforce under the Contracts (Rights of Third Parties) Act 1999 the approval or consent of the relevant London Borough for any modification or

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variation of this Agreement shall only be required where such modification or variation relates to paragraphs 1 to 8 of Part 1 of Schedule 9

- (b) the Greater London Authority shall have the benefit of and the right to enforce the provisions included in clauses 11.3 and 15 and Part 2 of Schedule 9 PROVIDED THAT for the avoidance of doubt the approval or consent of the Greater London Authority to any modification or variation of this Agreement shall only be required where such modification or variation relates to clauses 11.3 and 15 and Part 2 of Schedule 9

- 9.6 All parties to this Agreement acknowledge that they are under an obligation to act reasonably with each other and with those who can enforce the terms of this Agreement pursuant to clause 9.5 and (without prejudice to the generality of that obligation) if any certificate consent permission expression of satisfaction or other approval is due from one entity to another or any person on their behalf under the terms of this Agreement it shall not be unreasonably withheld or delayed
- 9.7 Nothing in this Agreement shall fetter prejudice or affect the Council's powers to enforce any specific obligation or term or condition nor shall anything contained in this Agreement fetter prejudice or affect any provisions rights powers duties and obligations of the Council in the exercise of its functions as a local planning authority for the purposes of the Act or otherwise as a local authority
- 9.8 Nothing in this Agreement shall fetter the statutory rights, powers and duties of the TfL as strategic transport authority, the highway authority for certain highways in the vicinity of the Development and as the body responsible for the planning and operation of public transport serving the Land
- 9.9 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default
- 9.10 If any provision in this Agreement 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 Agreement
- 9.11 Nothing in this Agreement shall prohibit or limit the right to develop any part of the

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Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

9.12 If any obligation on the part of the Airport Companies and/or GLA Land contained in this Agreement is determined pursuant to the Appeal Decision not to constitute a reason for granting the Planning Permission because either:

- (a) it fails to satisfy the requirements of Regulation 122 of the CIL Regulations or
- (b) it falls within the scope of Regulation 123 of the CIL Regulations

then that obligation (but no other part of this Agreement) shall have no further force or effect and shall not be enforceable against any of the parties to this Agreement or their respective successors in title.

9.13 In the event of any statutory challenge being made in respect of any decision to grant the Planning Permission on the Appeal, the following provisions shall have effect:

- (a) the Airport Companies shall pending final determination of the challenge continue to be liable to make payments required under this Agreement and to observe the restrictions on the use of the Land which have taken effect under this Agreement;
- (b) in the event that Commencement of Development does not take place until after the challenge has been finally determined or where Commencement of Development occurred prior to the challenge being made and the construction and/or operation of the Development (as applicable) ceases on the challenge being made and does not restart until the challenge has been finally determined and where any investigation study report scheme or strategy is required to be undertaken submitted approved implemented or operated under the provisions of this Agreement:
 - (i) any time period within which it is required to be undertaken submitted approved implemented or operated (as the case may be) shall be suspended from the date of the statutory challenge and the unexpired part of such period shall not resume until the date on which the challenge has been finally determined on terms which leave a valid Planning Permission in place Provided That if the unexpired period is less than six months that period shall when it resumes be extended to six months; and

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- (ii) any due date by which it is required to have been undertaken submitted approved implemented or operated (as the case may be) shall be postponed until six months after the date on which the challenge has been finally determined on terms which leave a valid Planning Permission in place; and
- (c) if the Annual Performance Report is required to be published during the currency of the statutory challenge or within six months of the challenge being finally determined the content of the Annual Performance Report shall be agreed between the Airport Companies and the Council having regard to the provisions of this clause 9.13;
- (d) if the challenge is finally determined on terms which result in the Planning Permission being quashed then this Agreement shall cease to have effect and any sums paid by the Airport Companies to the Council or TfL pursuant to the provisions of this Agreement shall be returned by the Council or TfL to the Airport Companies with any interest which has accrued on such sums since the date of their receipt by the Council save where such sums have been irreversibly committed or expended

- PROVIDED THAT in this clause 9.13 the phrase "finally determined" shall be taken to mean that judgment in the statutory challenge has been handed down and all rights of appeal to any higher Court have been exhausted or the relevant time limits for the exercise of those rights have expired without an appeal having been made;

9.14 If the Planning Permission is revoked or (without the consent of the Airport Companies) modified by any statutory procedure or expires before Commencement of the Development the obligations in this Agreement shall cease to have effect

9.15 In the event that the Airport Companies (or any of them) acquire a further interest in the Land they shall not undertake or Occupy further any part of the Development on the part of the Land to which that interest relates unless and until:

- (a) They have served written notice on the Council of the acquisition of the relevant interest and
- (b) They (or the relevant Airport Company) have (or has) executed and delivered

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unconditionally to the Council a Confirmatory Deed in respect of that interest.

10. TERMINATION OF 2009 AGREEMENT

10.1 Subject to clause 10.2 and 10.3, the Parties HEREBY FURTHER AGREE AND COVENANT that in consideration of the covenants on the part of the Airport Companies and the covenants on the part of the Council in this Agreement that following the Commencement of Development:

- (a) the Airport Companies shall not operate the Airport under the 2009 Permission;
- (b) the covenants in the 2009 Agreement shall be discharged and shall have no further effect;
- (c) subject to sub-clause 10.1(f) of this Agreement the 2009 Agreement shall terminate immediately;
- (d) in the event that the Council formally revokes the 2009 Permission pursuant to Section 97 of the Act (or any other power) the Airport Companies shall not claim or be entitled to claim compensation or entitled to any compensation under the common law and/or the provisions of the Act or otherwise;
- (e) subject to sub-clause 10.1(f) the Council shall not enforce the provisions of the 2009 Agreement against the Airport Companies;
- (f) the Airport Companies shall remain liable for any breach of the 2009 Agreement if that breach has occurred prior to the Commencement of Development and that breach has not been superseded or remedied by this Agreement; and
- (g) notwithstanding the effect of this clause, save where otherwise provided for in this Agreement, if at the time of the Commencement of Development any premises have become eligible for the Past Noise Insulation Works or the equivalent of the Reinspection Scheme under the 2009 Agreement but the Airport Companies have not discharged their obligations in that regard then it is agreed that the Airport Companies shall undertake the Past Noise Insulation Works in accordance with the provisions of the First Tier Scheme (where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 57 dB Contour) or the Second Tier Scheme

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(where eligibility of the premises for the Past Noise Insulation Works has been established by reference to the 66 dB Contour) or the Reinspection Scheme (as the case may be)

- 10.2 In the event of a claim for statutory challenge of the Planning Permission, the effect of sub-clauses 10.1(a) to (e) shall have no effect until such claim is finally determined leaving in place a valid Planning Permission.
- 10.3 Notwithstanding the effect of clause 10.1, the following provisions in the 2009 Agreement shall, to the extent referred to below, continue in full force and effect:
- (a) Part 13 of the Fourth Schedule to the 2009 Agreement (the Aircraft Categorisation Review) until such time as the Aircraft Noise Categorisation Scheme has been approved and brought into effect; and
 - (b) clause 8.2, Parts 1 to 6 of the Fourth Schedule and Part 1 of Seventh Schedule of the 2009 Agreement to the extent that the same benefit the London Borough of Tower Hamlets and relate to properties in its administrative boundary until such time as the London Borough of Tower Hamlets has consented to the termination of the 2009 Agreement in accordance with clause 10.1 of this Agreement.

11. NOTICES

- 11.1 All notices served under or in connection with this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party
- 11.2 The provisions of section 196 of the Law of Property Act 1925 shall apply to any notice to be served under or in connection with this Agreement and any notice to:
- (a) The Council shall unless stated otherwise shall be addressed to the Director of Planning, London Borough of Newham, Newham Dockside, 1000 Dockside Road, London E16 2QU and shall cite the s106 reference number S.106/13/01228/FUL;
 - (b) The Operator or any of the Airport Companies shall be addressed to City Aviation House, London City Airport, Royal Docks, London E16 2PB

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- (c) The Mortgagee shall be addressed to:
- 250 Bishopsgate, London EC2M 4AA
- and marked for the attention of Alasdair Garnham (Email: Alasdair.Garnham@rbs.com) Tel: +44 (0) 207 678 8727
- (d) GLA Land shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL
- (e) DLR shall be addressed to P.O. Box 154 Castor Lane, Poplar, London E14 0DX
- (f) TfL shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL and marked for the attention of the Head of Property and Planning Law
- (g) Greater London Authority shall be addressed to Windsor House, 42-50 Victoria Street, London SW1H 0TL and marked for the attention of the Head of Property and Planning Law.

11.3 The Operator shall serve notice on the Council and TfL of the following events:

- (a) Implementation Date by way of the Notification of Implementation Form;
- (b) completion of the Development;
- (c) first Occupation of the Development; and
- (d) Occupation of the entirety of the Development

11.4 The Operator shall complete and serve a Notification of Payment Form on the Council or TfL (as the case may be) at least ten (10) days before it intends to pay any Contribution or make any other payment pursuant to this Deed

12. LOCAL LAND CHARGE

This Agreement is a Local Land Charge and shall be registered in the Register of Local

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Land Charges

13. INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment but for the avoidance of doubt any sum payable by the Council shall be paid only with any interest that has accrued on such sum in the Council's deposit account since the date of its receipt up to the date of payment or repayment.

14. VAT

All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable

15. DISPUTE RESOLUTION

- 15.1 In the event of any dispute or difference arising between any of the parties to this Agreement and/or anyone who can enforce some or all of the obligations in this Agreement in respect of any matter contained in this Agreement (including the refusal of any approval required pursuant to this Agreement) other than the calculation of contribution amounts or the timing of payment of contributions such dispute or difference may be referred by agreement between the relevant parties to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the Chartered Institute of Arbitrators and such person shall act as an expert whose decision shall be final and binding on those parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 15.2 Any expert howsoever appointed shall be subject to the express requirement that a decision is reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute

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16. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales

IN WITNESS the parties hereto have executed this Agreement as a Deed the day and year first before written

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Schedule 1

Details of the Airport Companies land interests

Proprietor	Interest	Title Numbers	Shown on Plan 11	Further Details
AMI Property Holdings Limited	Freehold	EGL343511, EGL371083, EGL519692, EGL518399 and EGL552140	Yellow and Orange	-
AMI Property Holdings Limited	Leasehold	EX12292, EGL465048 and TGL338199	Blue Hatched and Blue	-
Docklands Aviation Group Limited	Leasehold	EGL288796, EGL371087, EGL240722 and EGL396965	Yellow, Orange, Blue Hatched and Purple	
London City Airport Limited	Leasehold	EGL518714, EGL527797, EGL527798, EGL527799, EGL481346; TGL342218 and EGL570410	Yellow, Orange, Blue, Blue Hatched and Purple	Occupational leases between Marketspur Limited and London City Airport Limited dated 23 December 1998 and 28 October 1999 Reversionary lease between Marketspur Limited and London City Airport Limited dated 28 October 1999 Lease of Runway 28 Hold and Apron Extension
London City Airport Jet Centre Limited	Leasehold	EGL517854	Orange	Underlease
West Silvertown Properties Limited	Leasehold	EGL291578	Pink	11 Acre Site
North Woolwich Properties Limited	Leasehold	EGL373364	Brown	10 Acre Site

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Schedule 2

Details of GLA Land interests

Proprietor	Interest	Title Number	Shown on Plan 11	Further Details
GLA Land	Freehold	EGL258669	Hatched red, coloured pink, coloured brown, coloured blue (excluding the blue hatched land)	

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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 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:
- (a) not Occupy or cause or permit Occupation of the Eastern Terminal Extension unless and until the Airport Companies have introduced temporary arrangements for use of the junction and access road comprised in the Eastern Access and for accommodating waiting London Taxis prior to entering the Taxi pick-up facility at the Airport the Replacement Forecourt and 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) prior to Occupation of the Eastern Terminal Extension provide to the Council and TfL a programme for the transition from the temporary arrangements provided in accordance with paragraph 1.3 (a) of this Schedule to the opening of the Eastern Access and the Taxi Feeder Park required under paragraph 1.2 of this Schedule and
- (c) within six months of Occupation of the Eastern Terminal Extension provide an update to the Council and TfL on progress against the

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programme provided under paragraph 1.3(b) of this Schedule and use reasonable endeavours to complete and open the Eastern Access and Taxi Feeder Park in accordance with such programme, unless a revised programme is subsequently provided to (and consulted on with) TfL and the Council in which case the Airport Companies shall use reasonable endeavours to complete and open the Eastern Access and Taxi Feeder Park in accordance with such revised programme.

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~~(b)~~(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

~~(c)~~(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.

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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.

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4.31.7 With effect from the opening of the Eastern Access:

- (a) subject to paragraphs 1.5-8 and 1.9 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.

1.8 During the period when temporary arrangements are in place for use of the junction and access road comprised in the Eastern Access pursuant to paragraph 1.3(a) of this Schedule only London Taxis and London Buses and not members of the public shall be permitted to pass and re-pass through such junction and along the access road.

4.41.9 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

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- 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

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Schedule 4
Dock Restoration

GLA Land and the Airport Companies joint and severally covenant with the Council as follows:

- 1 If at any time the Airport ceases permanently to be used as an airport or civil aerodrome ("the Cessation Date") then:
 - 1.1 To give the Council not less than one month's prior notice of the Cessation Date; and
 - 1.2 Following the Cessation Date (subject to obtaining all necessary statutory consents) to carry out and complete the Restoration Works in accordance with the Restoration Scheme which is approved pursuant to this Schedule Provided That this obligation may be suspended or discharged in the circumstances described in paragraphs 3 and 4 (respectively).
- 2 Either (where the Cessation Date occurs voluntarily) prior to the Cessation Date or (where the Cessation Date occurs at the direction of the Civil Aviation Authority or other public authority) as soon as is reasonably practicable following the Cessation Date to:
 - 2.1 submit the draft Restoration Scheme to the Council for its approval in writing; and
 - 2.2 obtain that approval; and
 - 2.3 as often as reasonably necessary make such modifications to the draft Restoration Scheme as are necessary to secure the approval of the Council to the Restoration Scheme pursuant to paragraph 2.2.
- 3 Where the Cessation Date occurs voluntarily the obligations in paragraphs 1 and 2 above shall be suspended for a period of four (4) years from the Cessation Date and at the end of that four year period:
 - 3.1 If there is an Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 of this Schedule shall be deemed to be discharged or
 - 3.2 If there is no Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 shall resume.

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- 4 Where the Cessation Date occurs at the direction of the Civil Aviation Authority or other public authority the obligations in paragraphs 1 and 2 above shall be suspended for a period of ten (10) years from the Cessation Date and at the end of that ten year period:
 - 4.1 If there is an Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 of this Schedule shall be deemed to be discharged or
 - 4.2 If there is no Implemented Alternative Use on the Extension Land the obligations in paragraphs 1 and 2 shall resume.
- 5 Not to use the Airport for an Alternative Use until the obligations in paragraphs 1 and 2 have been either complied with or discharged under paragraph 3 or 4.

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Schedule 5

Financial Contributions

1 DLR Contributions

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

1.1 To pay the DLR Contributions to TfL subject to the following conditions and in the following manner:

- (a) to the extent that it has not by then been paid by the Airport Companies pursuant to the 2009 Agreement they shall pay the DLR Contribution Balance (CPI-Indexed) to TfL within 30 days of the Commencement of Development

PROVIDED THAT in the event of payment of the DLR Contribution Balance pursuant to this sub-paragraph the parties to this Agreement agree and declare that the Airport Companies shall not have any further or residual liability for payment of the DLR Service Enhancement Contribution (as defined in the 2009 Agreement) under paragraph 6 of the Sixth Schedule to the 2009 Agreement

- (b) To pay the CADP DLR Contribution (Index-Linked) within 30 days of the Commencement of Development.

2 DLR Station Management Contribution

2.1 The Airport Companies jointly and severally covenant with the Council and TfL to pay the DLR Station Management Contribution to TfL subject to the following conditions and in the following manner:

- (a) Prior to Occupation of any part of the Development the Airport Companies shall pay to TfL £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution;

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- (b) On or before the first anniversary of the Occupation of that part of the Development that was first Occupied the Airport Companies shall pay to TfL a further £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution;
- (c) On or before the second anniversary of the Occupation of that part of the Development that was first Occupied the Airport Companies shall pay to TfL the final £100,000 (one hundred thousand pounds) (Index Linked) of the DLR Station Management Contribution

- 2.2 Provided that the DLR Station Management Contribution is received by TfL in accordance with paragraph 2.1 TfL covenants with the Airport Companies to use reasonable endeavours to introduce the DLR Staff at the DLR Station within six months of receipt of the payment required by paragraph 2.1(a) of this Schedule and to retain the DLR Staff at the DLR Station for a minimum period of three years from the date of their introduction
- 2.3 On at least two occasions each year during the retention of DLR Staff at the DLR Station the first of which shall occur as soon as practicable following publication of the Summer flight schedule for the Airport and the second of which shall occur as soon as practicable following publication of the Winter flight schedule for the Airport, the Airport Companies and TfL shall agree training requirements and information dissemination protocols for the DLR Staff to fulfil a role as information sources for passengers arriving at or departing from the Airport and TfL shall require the DLR Staff to comply with the agreed requirements and protocols Provided That the reasonable and proper cost of providing the training agreed and undertaken by DLR Staff pursuant to this paragraph 2.3 during the period of three years from the date of their introduction at the DLR Station shall be paid by the Airport Companies
- 2.4 The Airport Companies and TfL shall meet monthly to discuss any operational issues associated with the DLR Station

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3 Employment and Education Contributions

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

3.1 to pay the Employment Contribution to the Council subject to the following conditions and in the following manner:

- (a) At least six months prior to Commencement of the Development the Airport Companies shall serve on the Council written notice of the estimated date of the Commencement of Development and with such notice shall pay to the Council £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked of the Employment Contribution;
- (b) On or before Commencement of the Development the Airport Companies shall pay to the Council a further £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked of the Employment Contribution;
- (c) On each of the first, second, ~~third~~, fourth, fifth, sixth, ~~and seventh~~ and eighth anniversaries of the Commencement of Development the Airport Companies shall pay to the Council £627,264 (six hundred and twenty seven thousand two hundred and sixty four pounds) Index Linked of the Employment Contribution.

3.2 not to:

- (a) Commence the Development unless and until they have given at least six months prior written notice of the Commencement of Development and paid £313,632 (three hundred and thirteen thousand six hundred and thirty two pounds) Index Linked to the Council at least six months before the date on which the Development is Commenced in accordance with paragraph 3.1(a) of this Schedule;
- (b) Commence the Development unless and until they have complied with sub-paragraphs 3.1(a) and (b) of this Schedule;

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3.3 to pay the Education Contribution to the Council subject to the following conditions and in the following manner:

- (a) On or before Commencement of the Development the Airport Companies shall pay to the Council £110,000 (one hundred and ten thousand pounds) Index Linked of the Education Contribution;
- (b) On each of the first, second, ~~third,~~ fourth, fifth, ~~and sixth~~ and seventh anniversaries of the Commencement of Development the Airport Companies shall pay to the Council £110,000 (one hundred and ten thousand pounds) Index Linked of the Education Contribution.

3.4 The Airport Companies shall not Commence the Development unless and until they have complied with paragraph 3.3(a) of this Schedule.

4 Parking Improvement Contribution

4.1 The Airport Companies jointly and severally covenant with the Council that if at any time during the period of 12 years from Commencement of Development the Council shall have served notice on the Airport Companies of an intention to investigate, design and/or implement a scheme of parking controls or other traffic management measures in the vicinity of the Land then they shall pay the Parking Improvement Contribution to the Council in the following manner:

- (a) at any time during such 12 year period the Council may demand in writing payment of any part of the Parking Improvement Contribution but subject to sub-paragraph 4.2 of this Schedule; and
- (b) subject to sub-paragraph 4.2 of this Schedule the Airport Companies shall pay such part of the Parking Improvement Contribution as may be specified in the Council's written demand within 30 days of receipt

4.2 the Airport Companies shall not be liable to pay any sum pursuant to sub-paragraph 4.1 if payment of such sum would cause the Airport Companies either to pay more than £180,000 Index-Linked of the Parking Improvement Contribution in any 12

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month period or would cause the Airport Companies' aggregate liability under subparagraph 4.1 to exceed the amount of the Parking Improvement Contribution.

- 4.3 If any part of the Parking Improvement Contribution paid to the Council pursuant to paragraph 4.1 of this Schedule remains unspent after 15 years from the Commencement of Development the Council shall repay that part to the Airport Companies with Interest from the date of its receipt by the Council to the date of repayment to the Airport Companies

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.

6 Walking and Cycling Contribution

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

- 6.1 to pay the Walking and Cycling Contribution to the Council on or before the use and/ or Occupation of any part of the Development
- 6.2 not to Use and/or Occupy or cause or permit the Use and/or Occupation of any part of the Development unless and until the Walking and Cycling Contribution has been paid to the Council.

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7 ANCS Contribution

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

- 7.1 to pay the ANCS Contribution to the Council within 30 days of written demand from the Council;
- 7.2 not to Commence the Development or cause or permit Commencement of Development unless or until the ANCS Contribution (if demanded) has been paid to the Council.

8 Community Recreation Contribution

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

- 8.1 to pay the Community Recreation Contribution to the Council in the following manner:
 - (a) on or before the date on which the New Stands are first Occupied or used by aircraft the Airport Companies shall pay to the Council £250,000 (two hundred and fifty thousand pounds) Index Linked of the Community Recreation Contribution
 - (b) on or before the first anniversary of the date referred to in paragraph 8.1(a) of this Schedule the Airport Companies shall pay to the Council £250,000 (two hundred and fifty thousand pounds) Index Linked of the Community Recreation Contribution
- 8.2 not to Occupy or use the New Stands unless and until the Airport Companies have paid the sum required by paragraph 8.1(a) of this Schedule.

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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-Eastern~~ Energy Centre and the ~~Western-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 Western Terminal Extension then the Airport Companies shall prepare and submit to the Council for its written approval the ~~Interim~~-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 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 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.

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1.4 If the approved ~~Interim~~ 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.~~

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~~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~~

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~~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 Terminal Extension unless and until such safeguarding is in place in accordance with the approved details; and~~

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~~(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 Terminal Extension is first Occupied or until a DHN Operator connects the Airport to a DHN, whichever is earlier.~~

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Schedule 7

Historical Information Boards

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

- 1 Prior to ~~Commencement of that part of the Development comprising~~Occupation of the Eastern Terminal Extension the Airport Companies shall submit to the Council for its written approval details of the form, design and locations of the Historical Information Boards.
- 2 To use reasonable endeavours to obtain the Council's written approval of the Historical Information Boards pursuant to paragraph 1 of this Schedule and subsequently to install the approved Historical Information Boards prior to ~~Occupation of the~~[Practical Completion of the Dockside Works]-Eastern Terminal Extension.
- 3 Not to Occupy or cause or permit the Occupation of all of the Dockside Works ~~the Eastern Terminal Extension~~ unless and until the approved Historical Information Boards have been installed.
- 4 ~~From the date of their installation and for the duration of the~~During Occupation of the Eastern Terminal Extension the Airport Companies to maintain the Historical Information Boards in a good state of repair and condition and ensure public access to the Historical Information Boards at all times subject to the temporary closure or restriction of such access from time to time for reasons relating to security, emergency, repair and maintenance, construction work, health and safety or preventing public rights of way from being established.
- 5 Nothing in this Part shall require the Airport Companies to incur expenditure on the Heritage Information Boards in excess of £40,000 Index Linked.

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Schedule 8

Noise Contours

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

1. To produce annually on or before 1 June each year the Noise Contours using a calculation procedure in accordance with:
 - a. the Federal Aviation Authority's Integrated Noise Model Version 7 or later version or other model, any of which complies with the methodology described in ECAC CEAC Doc 29 or Department for Transport equivalent method; and
 - b. the recommendations on the appropriate calculation procedure in the latest verification report approved pursuant to paragraph 3 of this Schedule.
2. To publish the Noise Contours each year as part of the Annual Performance Report.
3. On the occasion of the publication of the third Annual Performance Report following Commencement of Development and subsequently at three yearly intervals the Airport Companies shall submit a verification report to the Council for its written approval which shall identify the input data, the methodology and the output data used to calculate the Noise Contours and recommend the appropriate calculation procedure for producing the Noise Contours and for the avoidance of doubt the reports shall contain as a minimum the same information as has been provided in the equivalent reports under the 2009 Agreement and in the event the verification report is not approved by the Council the matter will be referred to an expert for determination pursuant to clause 15 of this Agreement.
4. If at any time the Council so requests the Airport Companies shall on reasonable prior notice produce copies of the data used or produced in the calculation of the Noise Contours.

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Schedule 9

Noise

Part 1: Covenants with the Council

Following the Commencement of Development and subsequently for so long as the Land is used as an airport the Airport Companies and joint and severally covenant for themselves and their successors in title with the Council as follows:

1. First Tier Scheme

- 1.1 they shall operate the First Tier Scheme; and
- 1.2 they shall not use cause or permit the use of the Airport or any part thereof unless the First Tier Scheme is in operation.

2. Intermediate Tier Scheme

- 2.1 they shall operate the Intermediate Tier Scheme; and
- 2.2 they shall not use cause or permit the use of the Airport or any part thereof unless the Intermediate Tier Scheme is in operation

3. Second Tier Scheme

- 3.1 they shall operate the Second Tier Scheme; and
- 3.2 they shall not use cause or permit the use of the Airport or any part thereof unless the Second Tier Scheme is in operation.

4. Publicity for the First Tier, Intermediate Tier and Second Tier Noise Insulation Schemes

- 4.1 They shall:
 - (a) advertise the availability of the the First Tier, Intermediate Tier and Second Tier Schemes at least twice a year in local newspapers which are in circulation within the area bounded by the Actual 57dB Contour;

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(b) publish the availability of the First Tier Intermediate Tier and Second Tier Schemes on the Airport Website and use reasonable endeavours to publish the same on the website for the LCACC; and

(c) promote the First Tier Intermediate Tier and Second Tier Schemes through the use of social media.

5. The Reinspection Scheme

5.1 The Airport Companies shall:

- (c) operate the Reinspection Scheme; and
- (d) not use cause or permit the use of the Airport or any part of the Airport unless the Reinspection Scheme is in operation.

5.2 The following properties shall be eligible for the Reinspection Scheme:

- (a) Any dwelling or
- (b) Any Public Building

- where in either case the relevant property has benefited from the glazing elements, mechanised ventilation and modifications to external doors in the dwelling or building which formed part of the Past Noise Insulation Works or works under the CADP Noise Insulation Schemes (as the case may be) and a period of ten years or more has expired since those works were carried out and completed.

5.3 With effect from Commencement of Development the Annual Performance Report shall include a list of properties which have become eligible for the Reinspection Scheme in the preceding 12 months.

6. NIPS 1

6.1 From the date of Commencement of Development the Airport Companies shall continue to operate NIPS 1

6.2 The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under NIPS 1.

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7. NIPS 2

- 7.1 From the date of Commencement of the Development the Airport Companies shall operate NIPS 2
- 7.2 The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under NIPS 2

8. Purchase Offer

- 8.1 With effect from the Commencement of Development the Airport Companies shall continue to operate the Purchase Scheme.
- 8.2 The Airport Companies shall identify in the Annual Performance Report on 1 June each year any Residential Dwelling with any part of its external elevation which is situated within the Actual 69 dB Contour for the purposes of the Purchase Scheme and within three months of that date they shall notify the owner/occupier of any dwelling so identified in the Annual Performance Report that they are entitled to benefit from the Purchase Scheme and invite applications from the owner/occupier under the Purchase Scheme.
- 8.3 Any applications received from an owner/occupier whose dwelling has been identified in the Annual Performance Report pursuant to paragraph 8.2 of this Schedule shall be dealt with in accordance with the timescales specified in the Purchase Scheme.

9. Neighbouring Authority Agreements

- 9.1 The Airport Companies shall use reasonable endeavours to enter into the Neighbouring Authority Agreements within six months of the Planning Permission or such other longer timescale as agreed with the Council and for the avoidance of doubt upon completion of a Neighbouring Authority Agreement the Council shall cease to have any responsibility for enforcing the provisions of paragraphs 1 to 8 in Part 1 of Schedule 9 to this Agreement insofar as:
 - (a) those provisions are contained in the relevant Neighbouring Authority Agreement and

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- (b) those provisions apply to properties within the administrative area of the London Borough with whom the relevant Neighbouring Authority Agreement has been concluded.

9.2 The Airport Companies shall not complete any Neighbouring Authority Agreement without having obtained the prior written approval of the Council to the form and content of that Agreement Provided That the Council can only withhold its approval where the Airport Companies do not covenant with the relevant London Borough under the Neighbouring Authority Agreement in terms which have at least the same effect as paragraphs 1 to 8 of Part 1, Schedule 8.

10. Construction Sound Insulation Scheme

10.1 Prior to the Start Date for the Development the Airport Companies shall submit and obtain the written approval of the Council to the CEMP pursuant to the conditions attached to the Planning Permission and in so doing shall ensure that the CEMP includes a phasing plan setting out the sequence and periods during which the works required under the Construction Sound Insulation Scheme shall take place and the Airport Companies shall procure that the CEMP identifies the following:

- (a) dwellings predicted to experience night time (2300 to 0700 hours) construction noise levels of 55 dB LAeq, 15 min or more when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months;
- (b) dwellings predicted to experience night time (2300 to 0700 hours) construction noise levels of 50 dB LAeq, 15 min or more when measured at 1 metre from the façade either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any 6 consecutive months -
- (c) dwellings predicted to experience daytime (0700 to 2300 hours) construction noise levels in excess of those set out in the table below either (a) for at least 10 days in any 15 consecutive working days or (b) for at least 20 days in any consecutive 6 months.

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Day	Time	Averaging period, T	Noise insulation trigger level LAeq,T (façade)
Monday to Friday	0800 to 1800	10 hours	75
	0700 to 0800	1 hour	65
	1800 to 2300	1 hour	65
Saturday	0700 to 0800	1 hour	65
	0800 to 1300	5 hours	75
	1300 to 2300	1 hour	65
Sunday	0800 to 2300	1 hour	55

- Provided That in this paragraph 10.1 a “working day” shall mean a day on which construction works forming part of the Development are undertaken.

- 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.

Part 2: Covenants with the Council and the Greater London Authority

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

- 1 To consult the Greater London Authority on the draft Aircraft Noise Categorisation Scheme and on the draft NOMMS and in each case on at least two occasions prior to its submission to the Council for approval Provided That on each such occasion the Airport Companies shall allow the Greater London Authority not less than 20 working days to provide any comments on the relevant draft;
- 2 Unless otherwise agreed with the Greater London Authority, to meet with the Greater London Authority on at least two occasions as part of the consultation required by this Part of Schedule 9;
- 3 To pay (in each case up to a maximum sum of £10,000 excluding VAT) the reasonable and proper costs incurred by an independent, professional aviation noise consultant (if appointed by the Greater London Authority) in reviewing and commenting on:
 - 3.1 the draft Aircraft Noise Categorisation Scheme and
 - 3.2 the draft NOMMS;

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- 4 To take account of the comments and views of the Greater London Authority provided during each consultation required by this Part of Schedule 9 in preparing the final draft Aircraft Noise Categorisation Scheme and the final draft NOMMS for their formal submission to the Council for approval; and
- 5 To provide to the Greater London Authority (in each case within 5 working days of its submission to the Council for approval):
 - 5.1 A copy of the final Aircraft Noise Categorisation Scheme; and
 - 5.2 A copy of the final NOMMS together with (in each case) a report setting out reasons why any of the Greater London Authority's comments provided as part of the consultation required by this Part of Schedule 9 have not been accepted in the final document.

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Schedule 10

The STQ Payment

The Airport Companies hereby joint and severally covenant with the Council and GLA Land as follows:

1. STQ Payment

To the extent that the same has not been paid under the 2009 Agreement before the Commencement of Development the Airport Companies shall pay the STQ Payment to GLA Land subject to the following conditions and in the following manner:

1.1. within 30 days of the following conditions being satisfied (whichever is the later):

- (a) commencement of the STQ Development by the carrying out of a material operation within the meaning of Section 56 of the Act pursuant to the STQ Permission and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by notification of such commencement

-the Airport Companies shall pay 50% of the STQ Payment Index-Linked (the residual 50% being referred to in this Schedule as the "STQ Payment Balance");

1.2. within 30 days of the following conditions being satisfied:

- (a) Practical Completion of 25% of the floorspace within the STQ Development; and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

-the Airport Companies shall pay to GLA Land one-third of the STQ Payment Balance;

1.3. within 30 days of the following conditions being satisfied:

- (a) Practical Completion of 50% of the floorspace within the STQ Development or the STQ Alternative Scheme; and

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- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

the Airport Companies shall pay to GLA Land one-third of the STQ Payment Balance;

1.4. within 30 days of the following conditions being satisfied:

- (a) Practical Completion of 75% of the floorspace within the STQ Development;
and
- (b) receipt by the Airport Companies of written notice from GLA Land requesting this part of the STQ Payment accompanied by evidence of such Practical Completion

the Airport Companies shall pay to GLA Land the remainder of the STQ Payment Balance (after deducting any sums paid pursuant to the preceding paragraphs 1.2 and 1.3)

- Provided Always That the parts of the STQ Payment referred to in paragraphs 1.1 to 1.4 shall only become due and owing if the written notice requesting the payment in paragraph 1.1 is received by the Airport Companies from GLA Land on or before 9 July 2021 and Provided Further That the parts of the STQ Payment referred to in paragraphs 1.2 to 1.4 shall only become due and owing if in each case the written notice requesting the relevant part is received by the Airport Companies from GLA Land on or before 9 July 2026

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Schedule 11

Local Education Employment and Training

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

1 Targets and Reporting

1.1 subject to paragraph 1.7 to use reasonable endeavours to ensure that:

- (a) at least 70% of new recruits for jobs advertised at the Airport are residents of the Local Area
- (b) at least 40% of new recruits for jobs advertised at the Airport are residents of the London Borough of Newham;
- (c) at least 70% of new recruits for jobs at the Airport advertised by the Operator are residents of the Local Area;
- (d) at least 50% of new recruits for jobs at the Airport advertised by the Operator are residents in the London Borough of Newham;
- (e) after the Start Date at least 40% of new recruits for jobs which relate to the construction of the Development and which are advertised by contractors or sub-contractors engaged by the Airport Companies are residents in the London Borough of Newham;

1.2 to use reasonable endeavours to encourage employers at the Airport to fill their job vacancies with residents of the London Borough of Newham and the Local Area and in so doing:

- (a) operate a forum for all employers at the Airport to promote recruitment of suitably qualified residents in the London Borough of Newham and the Local Area and to hold meetings of that forum at least twice in each calendar year;
- (b) so far as practicable ensure that all employers at the Airport (including the Operator) adopt a policy of recruiting residents from the London Borough of Newham and the Local Area in support of the Airport Companies' obligations in paragraphs 1.1(a) and (b) of this part of this Schedule and that such

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employers advertise job vacancies through the Airport Website and/or the relevant Recruitment Centre;

- 1.3 to continue to provide a list of the existing employers at the Airport to the Council annually on 1 June each year in order to enable the Council to encourage such employers to fill their job vacancies with residents of the London Borough of Newham;
- 1.4 to continue to provide the Council annually with details in writing of the policy adopted by the Operator to fill its job vacancies and the Operator shall consult the Council about such policy on not fewer than one occasion each year in conjunction with the Annual Performance Report
- 1.5 to provide the Council and LCACC on or before 1 June each year as part of the Annual Performance Report with details of:
 - (a) the percentage of jobs advertised at the Airport in the preceding calendar year to which residents living (i) in the Local Area; and (ii) the London Borough of Newham were recruited;
 - (b) the percentage of jobs advertised by the Operator in the preceding calendar year to which residents living in (i) the Local Area; and (ii) the London Borough of Newham were recruited;
 - (c) the numbers of full-time equivalent jobs at the Airport and the number of full-time equivalent jobs made available directly by the Operator;
 - (d) the total numbers of full-time and part-time employees at the Airport and those employed directly by the Operator
- 1.6 to use reasonable endeavours to participate in and encourage staff of the Operator, other employers at the Airport and their staff to participate in community projects and initiatives within the Local Area.
- 1.7 For the purposes of paragraph 1.1 the Airport Companies shall be considered to have used and to be using reasonable endeavours if among other things they:
 - (a) establish the necessary qualifications skills or experience for each job that is advertised by the Operator and request that other employers at the Airport do the same for jobs advertised by them; and

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- (b) in selecting applicants for each job that is advertised by the Operator give priority firstly to a resident of the London Borough of Newham who has the necessary qualifications skills or experience and secondly to a resident of the Local Area who has the necessary qualifications skills or experience and request that other employers at the Airport do the same for jobs advertised by them.

1.8 For the avoidance of doubt, nothing in this part of this Schedule (or this Agreement) shall require the Airport Companies to act or procure that the Operator, employers or businesses at the Airport (or any other party) act contrary to or in contravention of the law.

2 Embedded Posts

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

- 2.1 at least six months prior to Commencement of Development the Airport Companies shall establish the Embedded Posts and inform the Council in writing of the identity of the people who have been selected to fulfil the Embedded Posts and the job description for each of the Embedded Posts.
- 2.2 the Airport Companies shall not Commence the Development unless and until the Embedded Posts have been established for a minimum period of six months and they have informed the Council in writing of the identity of the people who have been selected to fulfil the Embedded Posts and the job description for each of the Embedded Posts
- 2.3 the Airport Companies shall maintain a person in each of the Embedded Posts for a minimum period of eight years from the date on which the relevant Embedded Post is established and at all times the Airport Companies:
 - (a) shall liaise and work with and procure that the persons in the Embedded Posts liaise and work with Newham Workplace in order to fulfil the roles of the Embedded Posts; and
 - (b) shall inform the Council in writing of any changes to the identity of the people who have been selected to fulfil the Embedded Posts and any changes to the job description for each of the Embedded Posts

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- 2.4 on each anniversary of the establishment of the Embedded Posts up to and including the seventh such anniversary the Airport Companies shall review the job descriptions of the Embedded Posts with the Council
- 2.5 for a period of eight years from the date that the Embedded Posts are established the Airport Companies and the Council shall meet at least every six months in order to review community engagement, training, local recruitment and supply chain management and the Airport Companies shall unless otherwise agreed by the Council procure the attendance of persons in the Embedded Posts at each meeting.

3 Supply Chain Opportunities for Newham Businesses

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

- 3.1 to use reasonable endeavours to work with the Council's Economic Regeneration Team to maximise supply chain opportunities for businesses in the London Borough of Newham and the Local Area and shall:
- (a) provide the Economic Regeneration Team with advance notice of quantum and range of supply chain opportunities to enable officers to alert local businesses to the forthcoming opportunities.
 - (b) provide a named person to liaise with the Economic Regeneration Team (ideally a Procurement Officer).
 - (c) organise "meet the buyer" events in partnership with the Economic Regeneration team.
- 3.2 to use reasonable endeavours to monitor supply chain opportunities and use reasonable endeavours to provide the Council and LCACC on or before 1 June each year as part of the Annual Performance Report with details of:
- (a) the number of contractors being used on site; and
 - (b) details of those based in Newham and the remainder of the Local Area;
 - (c) name and postcode of contractor/supplier; and
 - (d) the aggregate values of different categories of contracts

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- Provided That the Council shall first obtain the consent of any contractor whose details are provided by the Airport Companies before the name of the contractor is published or otherwise used by the Council for publicity or promotional purposes

4 Local Employment Partnership Board

- 4.1 Within six months of the Commencement of Development the Airport Companies and the Council shall establish the Local Employment Partnership Board.
- 4.2 The Local Employment Partnership Board shall be maintained by the Council and the Airport Companies until at least the eighth anniversary of the Commencement of Development and shall meet at least once every year during that period and at least four months prior to the start of the academic year Provided That the Airport Companies may require the Local Employment Partnership Board to hold one additional meeting each year and further may request more frequent meetings if they identify specific issues which merit further discussion with the Council.
- 4.3 On each occasion that the Local Employment Partnership Board meets it shall review and consider:
 - (a) the initiatives that may be funded by the Education Contribution in the forthcoming academic year and the effectiveness of the initiatives that are being funded by the Education Contribution in the then current academic year;
 - (b) the initiatives that may be funded by the Employment Contribution in the forthcoming year and the effectiveness of initiatives that are being funded by the Employment Contribution;
 - (c) the initiatives for which the Embedded Posts are responsible.
- 4.4 For the avoidance of doubt notwithstanding the existence of the Local Employment Partnership Board the Council shall determine the initiatives that are funded by the Education Contribution and the Employment Contribution taking into account the views and discussion of the Local Employment Partnership Board but otherwise in its absolute discretion.
- 4.5 The Airport Companies may at any time notify the Council in writing that they and the Airport shall not be associated with any initiative funded by the Education Contribution or the Employment Contribution and upon receipt of such notice the

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Council shall immediately remove any reference to the Airport Companies and the Airport from the relevant initiative and shall not at any time subsequent to such notice associate the Airport Companies and the Airport or cause them to be associated with the relevant initiative.

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Schedule 12

Public Safety Zones and Wake Turbulence

1. VCS 1
 - 1.1. Following the Commencement of Development the Airport Companies shall continue to operate VCS 1 until 30 November 2025 subject to any modifications agreed in writing with the Council (provided that such modifications shall ensure that VCS 1 has at least an equivalent or better mitigating effect on the implications of public safety zone status when compared to the form attached at Annexure 8)
 - 1.2. The sites which shall continue to be eligible for VCS 1 are those site which were:
 - (a) undeveloped as at 9 July 2009 (and not part of a developed site at that date); and
 - (b) over which the Public Safety Zones extended for the first time as a result of the publication of the PSZs (2011) by the Civil Aviation Authority.
 - 1.3. The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under VCS 1
2. VCS 2
 - 2.1. Following the Commencement of Development the Airport Companies shall operate VCS 2 until the tenth anniversary of the Commencement of Development (or, if later, publication of the first official revision of the PSZs (2011) which takes into account the grant of the Planning Permission) subject to any modifications agreed in writing with the Council (provided that such modifications shall ensure that VCS 2 has at least an equivalent or better mitigating effect on the implications of public safety zone status when compared to the form attached at Annexure 9)
 - 2.2. The sites which shall be eligible for VCS 2 are those sites:
 - (a) which are undeveloped as at the date of the grant of the Planning Permission (and not part of a developed site at that date); and

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- (b) over which the Public Safety Zone extends for the first time following publication of the first official revision of the PSZs (2011) by the Civil Aviation Authority as a result of the grant of the Planning Permission.
- 2.3. The Airport Companies shall report to the Council annually on 1 June as part of the Annual Performance Report on the developments in respect of which payments have been made under VCS 2
- 3. **Wake Turbulence**
 - 3.1. The Airport Companies shall continue to operate and maintain the claims handling procedures recommended in the Wake Turbulence Study subject to reviews undertaken pursuant to paragraph 3.3 of this Schedule.
 - 3.2. In the event of any complaint being received by the Airport Companies in relation to damage to property caused by Wake Turbulence associated with aircraft landing and taking off at the Airport the Airport Companies shall:
 - (a) within 15 days of receipt of the complaint notify the Council of the same including the details of such complaint;
 - (b) as soon as reasonably practicable investigate the extent (if any) of damage to the relevant property which has been caused such Wake Turbulence; and
 - (c) if it is established that damage has been caused to the relevant property by such Wake Turbulence then use reasonable endeavours to remedy such damage within six weeks of the date of receipt of the complaint either through undertaking remedial works themselves or by paying the owner/occupier the sum representing the estimated cost to the Airport Companies of undertaking such remedial works themselves in full and final settlement of the claim relating to that damage.
 - 3.3. Within 12 months of the introduction of a new aircraft type at the Airport as part of the Aircraft Movements at the Airport, the Airport Companies shall undertake and submit for the written approval of the Council a review of the most recent Wake Turbulence Study and within six months of receipt of such written approval from the Council the Airport Companies shall adopt and implement any further recommendations for claims handling contained in such review.

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Schedule 13

Stakeholder Engagement

1 London City Airport Consultative Committee

- 1.1 The Airport Companies shall for the period during which the Land is used as an airport continue to operate LCACC at their own cost as part of the facilities for consultation which the Operator is obliged to maintain pursuant to its duties as manager of a designated aerodrome under section 35 of the Civil Aviation Act 1982;
- 1.2 In drawing up any future constitution of the LCACC or any amendments to the same, the Airport Companies shall:
 - (a) have regard to the Guidelines;
 - (b) include representatives of the categories of bodies or organisations referred to in section 35(2) of the Civil Aviation Act 1982;
 - (c) obtain the agreement of LCACC to the same before the adoption of the constitution or the amendments.
- 1.3 The Airport Companies shall use reasonable endeavours to ensure that:
 - (a) There is a rolling annual programme of dates for meetings of the LCACC published on the Airport Website and the website of LCACC;
 - (b) Written notice of each meeting and the agenda for each meeting are circulated to LCACC members, including the Airport Monitoring Officer, at least two weeks in advance;
 - (c) Draft minutes of each meeting are circulated to LCACC members within two weeks of the meeting occurring;
 - (d) Except where there is a need to preserve confidentiality in relation to any matter under discussion by LCACC procure that the agenda and minutes of each of the

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LCACC meetings are published including on the Airport Website or the website of LCACC.

2 Transport Forum

- 2.1 The Airport Companies shall continue to work with the Council and the Transport Forum to maintain the Airport Surface Access Strategy to serve the Airport.
- 2.2 The Airport Companies shall continue to operate the Transport Forum in accordance with:
- (a) the ATF Terms of Reference; and
 - (b) the UK Government's Aviation Policy Framework current at the date of this Agreement or any subsequent UK Government policy or guidance which may apply to the Transport Forum from time to time;
- and shall convene at least two meetings of the Transport Forum in each calendar year.
- 2.3 The Airport Companies shall use reasonable endeavours to ensure that:
- (a) There is a rolling annual programme of dates for meetings of the Transport Forum published on the Airport Website;
 - (b) Written notice of each meeting and the agenda for each meeting are circulated to Transport Forum members, including the Airport Monitoring Officer, at least two weeks in advance;
 - (c) Draft minutes of each meeting are circulated to Transport Forum members within two weeks of the meeting occurring;
 - (d) Except where there is a need to preserve confidentiality in relation to any matter under discussion by the Transport Forum procure that the agenda and minutes of each of the Transport Forum meetings are published including on the Airport Website.

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Schedule 14

Monitoring and Reporting

1 Annual Performance Report

- 1.1 The Airport Companies shall provide the Council with the Annual Performance Report by 1 June each calendar year in respect of performance and compliance in the preceding calendar year (January to December) and shall publish the Annual Performance Report (and any supplementary information relating to the Annual Performance Report) on the Airport's website and use reasonable endeavours to procure publication of the same on the website for LCACC by 30 June in each calendar year.
- 1.2 For the avoidance of doubt any obligation to report to the Council contained in this Agreement shall be read and construed as if that obligation was to include such report in the Annual Performance Report regardless of any indication to the contrary as to form or timing of such report.

2 Liaison

- 2.1 Prior to Commencement of Development the Airport Companies shall submit to the Council for written approval a rolling annual programme of quarterly meetings with the Council to monitor and report on compliance with this Agreement and the conditions attached to the Planning Permission.
- 2.2 Following approval of the rolling programme of meetings by the Council the Airport Companies shall arrange and attend the meetings specified in the approved programme and shall provide the Council in advance of each meeting with a summary status report on all the obligations in this Agreement and the conditions attached to the Planning Permission and the progress made against each such obligation and condition.

3 Annual Monitoring Payment

- 3.1 With effect from the Commencement of Development on 1 July in each calendar year the Airport Companies shall pay to the Council the Annual Monitoring Payment for

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that year less the Underspend (if any and if there is none the full Annual Monitoring Payment shall be paid) PROVIDED THAT the following conditions are satisfied. The conditions are as follows:

- (a) the Land is used as a relevant airport under the Airports Act 1986; and
- (b) there is an Airport Monitoring Officer in the employment of the Council or appointed to become employed by the Council within the following three months or failing that the Council particularises the planned expenditure of the Annual Monitoring Payment for the following year; and
- (c) the Council confirms whether or not the entirety of the Annual Monitoring Payment for the immediately preceding year has been expended and if not the amount of the Underspend.

4 Development Management Contribution

4.1 Subject to paragraph 4.2 of this Schedule the Airport Companies shall pay the first Development Management Contribution prior to the submission of any application to discharge conditions attached to the Planning Permission or the requirements for approvals under this Agreement in relation to any Phase and subsequently shall pay the Development Management Contribution on each anniversary of the first such payment until the Occupation of that Phase.

4.2 In paying the Development Management Contribution pursuant to paragraph 4.1 of this Schedule:

- (a) the liability of the Airport Companies to the Council in any 12 month period shall not exceed £50,000 (Index Linked) in aggregate notwithstanding the number of Phases being constructed at any one time;
- (b) if at any due date for payment of the Development Management Contribution there is less than 12 months until the estimated date of Occupation of a Phase and no other Phase will be constructed in that 12 month period the Airport Companies shall be entitled to make a Pro Rata Payment of the Development Management Contribution Provided That if the actual date of Occupation of the relevant Phase is 12 months or more after that due date for payment the Airport Companies shall make the Balancing Payment in respect of the relevant Development Management Contribution

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- 4.3 The Airport Companies shall not make any application to discharge conditions attached to the Planning Permission or the requirements for approvals under this Agreement in relation to the any Phase unless the Development Management Contribution has been paid to the Council as provided for in paragraphs 4.1 and 4.2 of this Schedule.

5 Environmental Health Monitoring Contribution

- 5.1 Subject to paragraphs 5.2 and 5.3 of this Schedule in relation to each Phase the Airport Companies shall pay the first Environmental Health Monitoring Contribution prior to the Start Date of that Phase and subsequently shall pay the Environmental Health Monitoring Contribution on each anniversary of such Start Date until the Practical Completion of that Phase.
- 5.2 Subject to paragraph 5.3 of this Schedule where Practical Completion is programmed to occur during the course of the following year from an anniversary of the Start Date for a Phase the Airport Companies may make a Pro Rata Payment in respect of the Environmental Health Monitoring Contribution Provided That if the Practical Completion of the relevant Phase is 12 months or more after that due date for payment the Airport Companies shall make the Balancing Payment in respect of the relevant Environmental Health Monitoring Contribution.
- 5.3 If there is more than one Phase under construction at any time or during any period of 12 months the Environmental Health Monitoring Contribution shall continue to be paid until Practical Completion of all the Phases under construction Provided That the Airport Companies shall not be liable to pay more than £70,000 (Index Linked) in aggregate in any period of 12 months.

6 Reporting Breaches of this Agreement

- 6.1 The Airport Companies shall report:
- (a) any breach of this Agreement and any breach of any condition attached to the Planning Permission immediately upon becoming aware of the same to the Airport Monitoring Officer in the form specified in paragraph 6.2 of this Schedule; and

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- (b) any exceptional circumstances or state of emergency which has affected compliance with any requirement of this Agreement or any condition of the Planning Permission.

6.2 The form of reporting referred to in paragraph 6.1 of this Schedule is as follows:

Type of breach (isolated/ recurring)	S106 reference / condition	Details of breach	Date reported	Report to	Action taken/to be taken by Airport	Action taken/to be taken by LBN	Additional Information (including exceptional circumstances or emergency)

6.3 The Council shall procure that:

- (a) the Annual Performance Report is published on the Council's website within 14 days of receipt;
- (b) an annual report is made by the Airport Monitoring Officer to the London Borough of Newham's Strategic Development Committee in relation to this Agreement and compliance by the Airport Companies with this Agreement, including matters provided in the Annual Performance Report;
- (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;
- (d) the Strategic Development Committee meeting relating to the Airport Monitoring Officer's annual report is held in public and provision is made

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for any application to speak or address the committee to be addressed in advance to the committee clerk.

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Schedule 15

Council's Covenants

- 1 The Council hereby covenants with the Airport Companies to use all sums received from the Airport Companies under the terms of this Agreement (excluding any sum expressed to be paid to DLR or GLA Land) for the purposes specified in this Agreement for which they are to be paid and until the sums are used to place them into an interest-bearing deposit account upon receipt.
- 2 The Council covenants with the Airport Companies that it will repay to the Airport Companies such amount of any payment made by the Airport Companies to the Council under this Agreement which has not been expended in accordance with the provisions of this Agreement within 10 years of the date of receipt by the Council of such payment (with any accrued interest on that amount for the period from the date of receipt of the payment by the Council to the date of repayment) unless:
 - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
 - (b) by the end of the relevant period for expenditure the Council has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 The Council shall following any reasonable request in writing by the Airport Companies to do so provide to the Airport Companies such evidence as the Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of the Airport Companies the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
- 5 The Council covenants with the Airport Companies as follows:
 - 5.1 prior to requesting any Annual Monitoring Payment the Council shall consult the Airport Companies with regard to any amendments to the job description for the Airport Monitoring Officer;

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- 5.2 the Council shall ensure that it is and remains part of the job description referred to in paragraph 5.1 of this Schedule that the Airport Monitoring Officer uses reasonable endeavours to attend and report to LCACC and arrange and attend at least every three months during each calendar year meetings with relevant staff at the Airport Companies to discuss compliance with this Agreement and the conditions attached to the Planning Permission;
- 5.3 the Council shall use reasonable endeavours to keep the Airport Monitoring Officer employed with the Council and allocate appropriate external resources towards the responsibilities of the Airport Monitoring Officer.
- 6 The Council covenants with the Airport Companies to:
- 6.1 apply the Parking Improvement Contribution for its specified purpose;
- 6.2 consult with the Airport Companies upon any scheme of parking controls or other traffic management measures in the immediate vicinity of the Airport (or other areas where it is established that a parking problem exists due to the operation of the Airport);
- 6.3 notify the Airport Companies of any expenditure of the Parking Improvement Contribution.
- 7 The Council covenants with the Airport Companies not to cause or permit the expenditure of the Walking and Cycling Contribution other than in the following manner:
- 7.1 Up to a maximum of £5,000 (five thousand pounds) shall be spent on the study referred to in the definition of "Walking and Cycling Contribution" ; and
- 7.2 The balance of the Walking and Cycling Contribution shall be spent on the implementation of the measures recommended in the study.
- 8 The Council shall use the Road Signage Contribution for the purposes described in the definition of that term which for the avoidance of doubt shall include installing modified or additional signage on roads for which TfL is the highway authority by prior agreement with TfL under Section 8 of the Highways Act 1980 PROVIDED ALWAYS that nothing in this Agreement shall require the Council to install, modify and/or replace all of the signs shown on Plan 14.
- 9 The Council covenants with the Airport Companies and the Greater London Authority to consult the Greater London Authority on any draft Restoration Scheme which it receives

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and allow the Greater London Authority a minimum period of 21 days to comment on the draft Restoration Scheme.

- 10 The Council covenants with the Airport Companies to use the Community Recreation Contribution towards projects activities or other measures to improve the community's enjoyment of public parks and recreation grounds within the Actual 57dB Contour and further covenants with the Airport Companies:
 - 10.1 to consult the Airport Companies on each set of projects activities or measures prior to committing to expenditure of the Community Recreation Contribution on the same; and
 - 10.2 to allow the Airport Companies a minimum of 21 days to comment on the proposed measures or the location of the relevant public park or recreation ground; and
 - 10.3 to have due regard to any comments received from the Airport Companies.
- 11 The Council covenants with the Airport Companies to use the Development Management Contribution towards the establishment of a full time equivalent development management officer whose role is focused on the handling and processing of applications or approvals under or in relation to the Planning Permission or this Agreement.
- 12 The Council covenants with the Airport Companies to include information on the schemes and offers set out in paragraphs 1 to 8 of Part 1 of Schedule 9 on its website for the duration of such schemes and offers.

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Schedule 16

S106 Agreement Notification of Implementation Form



S106 Agreement Notification of Implementation Form

Planning Application Reference Number: _____

Planning Case Officer: _____

Site Address: _____

Expected Commencement Date: _____

Estimated Completion Date (if known): _____

Developer: _____

Owner (if applicable): _____

Please return to:

Divisional Director
Strategic Regeneration, Planning and Olympic Legacy
1st Floor, West Wing, Newham Dockside
Dockside Road London E16 2QU

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Schedule 17

S106 Agreement Notification of Payment Form



S106 Agreement Notification of Payment Form

Planning Application Reference Number: _____

Planning Case Officer: _____

Site Address: _____

Contribution Amount: _____

Contribution Type(s): _____

Relating to Clause(s): _____

Please return to:

Divisional Director
Strategic Regeneration, Planning and Olympic Legacy
1st Floor, West Wing, Newham Dockside
Dockside Road London E16 2QU

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Schedule 18

TfL's Covenants

TfL hereby covenants with the Council and the Airport Companies as follows:

- 1 to use all sums received from the Airport Companies under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid;
- 2 to repay to the Airport Companies such amount of any payment made by the Airport Companies to TfL under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 years of the date of receipt by TfL of such payment (with Interest on that amount for the period from the date of receipt of the payment by TfL to the date of repayment) unless:
 - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
 - (b) by the end of the relevant period for expenditure TfL has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 following any reasonable request in writing by either the Council and/or the Airport Companies to do so to provide to the Council and/or Airport Companies such evidence as the Council and/or Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of either the Council and/or the Airport Companies TfL will provide written confirmation of the discharge of the obligations contained in this Agreement when such obligations have been performed

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Schedule 19

GLA Land's Covenants

GLA Land hereby covenants with the Council and the Airport Companies as follows:

- 1 to use all sums received from the Airport Companies under the terms of this Agreement or the purposes specified in this Agreement for which they are to be paid.
- 2 that it will repay to the Airport Companies such amount of any payment made by the Airport Companies to GLA Land under this Agreement which has not been expended in accordance with the provisions of this Agreement within 5 years of the date of receipt by GLA Land of such payment (with Interest on that amount for the period from the date of receipt of the payment by GLA Land to the date of repayment) unless:
 - (a) an alternative period for expenditure is specified in this Agreement in relation to any payment in which case the obligation to repay shall not arise in respect of that payment until the end of the period so specified; or
 - (b) by the end of the relevant period for expenditure GLA Land has already entered into a contract for the expenditure of the relevant amount for the purposes specified in this Agreement in which case there shall be no repayment.
- 3 following any reasonable request in writing by the Council and/or the Airport Companies to do so provide to the Council and/or the Airport Companies such evidence as either the Council and/or the Airport Companies shall reasonably require in order to confirm the expenditure of the sums paid by the Airport Companies under this Agreement.
- 4 At the reasonable written request of either the Council and/or the Airport Companies to provide written confirmation of the discharge of the obligations contained in this Agreement when such obligations have been performed

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Annexures

List of Annexures

1. ATF Terms of Reference
2. First Tier Scheme
3. NIPS 1
4. NIPS 2
5. Purchase Scheme
6. Reinspection Scheme
7. Second Tier Scheme
8. VCS 1
9. VCS 2
10. Draft form of Construction Sound Insulation Scheme
11. Wake Turbulence Study
12. Intermediate Tier Scheme
13. Form of Neighbouring Authority Agreement
14. Confirmatory Deed

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Plans

List of Plans

1. 1998 57dB Contour
2. 2009 57dB Contour
3. 2009 66dB Contour
4. CADP 57dB Contour
5. CADP 66dB Contour
6. Bus Stand and Bus Stops
7. Eastern Energy Centre
8. Eastern Terminal Extension
9. Extension Land
10. Hartmann Road
11. The Land
12. PSZs (2009)
13. PSZs (2011)
14. Road Signage locations
15. Western Energy Centre
16. Western Terminal Extension
17. Elevation Treatment Plan
18. CADP 63dB Contour
- 48-19. Taxi Feeder Park

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THE COMMON SEAL OF)
THE MAYOR AND BURGESSES OF THE LONDON)
BOROUGH OF NEWHAM)
was hereto affixed in the presence of:)

Authorised Signatory:

EXECUTED AS A DEED by London City Airport Limited)
acting by:)

Director:

Director/Secretary:

EXECUTED AS A DEED by AMI Property Holdings)
Limited acting by:)

Director:

Director/Secretary:

EXECUTED AS A DEED by Docklands Aviation)
Group Limited acting by:)

Director:

Director/Secretary:

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EXECUTED AS A DEED by London City Airport Jet Centre)
Limited acting by:)

Director:

Director/Secretary:

EXECUTED AS A DEED by West Silvertown Properties)
Limited acting by:)

Director:

Director/Secretary:

EXECUTED AS A DEED by North Woolwich Properties)
Limited acting by:)

Director:

Director/Secretary:

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EXECUTED and DELIVERED as a)
DEED by)
as a duly authorised attorney for)
and on behalf of **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:
Address of witness:
Occupation of witness:

The common seal of Transport for London)
was affixed to this deed in the presence of:)

Authorised signatory

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Executed as a Deed by **GLA Land and**)
Property Limited acting by a director)
in the presence of:)

.....
Signature of witness

Name (block capitals):

Address:

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DATED

2020

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)

Deed of Variation

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

**Development at London City Airport, Royal
Docks, London E16 2PX**
