

Dated

2022

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK**

- and -

G.P.E. (ST THOMAS STREET) LIMITED

- and -

TRANSPORT FOR LONDON

Agreement pursuant to Section 106 of
the Town and Country Planning Act 1990
and other powers in relation to land known as
New City Court, 4-26 St
Thomas Street, London, SE1 9RS

Doreen Forrester-Brown
Director of Law and Governance
London Borough of Southwark
160 Tooley Street
London SE1 2TZ
Legal Reference: LEG/RP/PL/S106/RR020/314

Local Planning Authority References: 21/AP/1361 & 21/AP/1364
Secretary of State References: APP/A5840/W/22/3290483 & APP/A5840/Y/22/3290490

THIS DEED is made the day of two thousand and twenty two

B E T W E E N

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2TZ (“the Council”);
- (2) **G.P.E. (ST THOMAS STREET) LIMITED** (company registration number 05593274) whose registered office is situated at 33 Cavendish Square, London, W1G 0PW (“the Developer”); and
- (3) **TRANSPORT FOR LONDON** of 5 Endeavour Square, London, E20 1JN (“TfL”).

W H E R E A S:

- (A) The Council is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer owns the freehold interest in the Site and is registered as proprietor of it with Title Absolute at the Land Registry free from encumbrances other than those matters contained or referred to in the Property and Charges Register of Title Number TGL169205 at the date of this Agreement.
- (C) TfL has entered into this Agreement in its capacity as a statutory public transport service provider and as the highway authority responsible for certain roads within the vicinity of the Site and by whom certain of the transport-related obligations contained in this Agreement may be enforced.
- (D) LUL is the freeholder of the London Bridge northern line underground station registered at the Land Registry under title number 305254, the ground floor entry to which is adjacent to the Site and is land on which some of the Station Works would take place. On 4 July 2022, the Developer and LUL agreed heads of terms for a Development Agreement in respect of the Station Works. TfL has confirmed that LUL is aware of the Station Works and other transport-related obligations contained herein.
- (E) The Developer wishes to construct the Development upon the Site in accordance with the Planning Permission and the obligations contained herein.
- (F) On 21 April 2021 the Application was submitted to the Council.
- (G) In January 2022 the Developer lodged an Appeal in respect of the Application on the grounds of non-determination. Having regard to the provisions of the Development Plan and the planning considerations affecting the Site, the Parties enter into this Deed pursuant to the 1990 Act in order to secure the planning obligations contained in this Deed conditional upon the grant of the Planning Permission by the Secretary of State.

NOW THIS AGREEMENT WITNESSETH:

1. Definitions and Interpretation

1.1 The following words and phrases shall have the following meanings unless the context otherwise requires:

“1990 Act” means the Town and Country Planning Act 1990 as amended;

“Above Ground Works” means works carried out or to be carried out in constructing the Main Building above ground floor slab level;

“Acts” means Sections 111, 120 and 123 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 38 and 278 of the Highways Act 1980, Section 156 of the Greater London Authority Act 1999 and Section 1 of the Localism Act 2011 together with all other powers so enabling;

“Administration Cost” means the sum of £17,642.62 (seventeen thousand, six hundred and forty two pounds and sixty two pence) Index Linked to be paid by the Developer to the Council for the reasonable and proper costs incurred by the Council in administering this Agreement including maintenance of financial records, monitoring the progress of the Development (including receipt of payments made, expended and applied) and monitoring compliance with its terms;

“Affordable Workspace” means a total of 3,543 sq m NIA of workspace to be provided as part of the Development in accordance with the Affordable Workspace Specification and which consists of:

- a) 1,120 sq m (NIA) which is located on levels 1, 2 and 3 of the Georgian Terrace (**“Georgian Terrace Affordable Workspace”**);
- b) 2,116 sq m (NIA) which is located on levels 1 and 2 of the Main Building (**“Main Building Affordable Workspace”**); and
- c) 307 sq m (NIA) which is located on the top two floors of Keats House (**“Keats House Affordable Workspace”**),

(and each of the above shall comprise a **“Part”** of the Affordable Workspace),

and which shall be leased by the Developer to an Affordable Workspace Provider pursuant to the Affordable Workspace Lease who shall in turn lease and/or licence the Affordable Workspace to Eligible Tenant(s) and which is shown for indication purposes only on drawings 20065_X_00_P019, 20065_X_00_P021, 20065_X_00_P022, 20065_X_00_P023 and 20065_X_00_P024 annexed to this Agreement and each Part shall also include the provision of toilet facilities, general access, cycle parking and servicing yard access;

**“Affordable
Workspace Lease”**

means a lease for each Part of the Affordable Workspace to be entered into between the Developer and the Affordable Workspace Provider and which is substantially in accordance with the heads of terms set out in Annex 1 to Schedule 7 of this Agreement or such other terms as may be agreed with the Council;

**“Affordable
Workspace
Marketing Period”**

means a period of not less than three months from practical completion of each Part of the Affordable Workspace and/or termination of any lease and/or licence of a Part of the Affordable Workspace or any part thereof;

**“Affordable
Workspace Provider”**

means either: (a) a workspace provider included on the Council’s published Workspace Provider List; (b) a charity or community benefit society with experience of providing affordable workspace; (c) the Developer and its successors; or (d) such other provider as may be approved by the Council in writing;

**"Affordable
Workspace Rent"**

means the rent exclusive of rates, reasonable service and building management charges payable by Eligible Tenants Index Linked from the first Occupation of each Part of the Affordable Workspace by each Eligible Tenant to be calculated at the following rates and applicable for the following periods:

i) from the date of first Occupation to a date no earlier than the end of the sixth month from the date of first Occupation, the Affordable Workspace shall be let at a peppercorn rent; and

ii) thereafter from the end of the sixth month from the date of first Occupation an amount calculated at no more than 75% (seventy five) per cent of the Local Market Rent;

PROVIDED ALWAYS that the maximum rent payable by an Eligible Tenant after the sixth month from the date of first Occupation shall not exceed 75% of the Local Market Rent for a period of 30 years from first Occupation of each Part of the the Affordable Workspace;

“Affordable Workspace Specification”	means a detailed design specification for each Part of the Affordable Workspace to be submitted by the Developer to the Council for approval and which shall include but not be limited to detailed scaled plans and drawings, samples of materials to be used and which includes the minimum requirements set out in Annex 2 to Schedule 7 of this Agreement or such other minimum requirements as may be agreed with the Council;
“Affordable Workspace Strategy”	means a strategy to be submitted by the Developer to the Council for approval and which includes but shall not be limited to the minimum requirements set out at paragraph 2.2 of Schedule 7 of this Agreement or such other minimum requirements as may be agreed with the Council;
“Appeal”	means the appeals to the Secretary of State under Section 78 (1) of the 1990 Act and Section 20(1) of the Planning (Listed Buildings and Conservation Areas) Act 1990 accepted with a start date of 9 February 2022 and given the appeal reference numbers APP/A5840/W/22/3290483, and APP/A5840/Y/22/3290490;
“Application”	means (i) the LBC Application and (ii) the application for planning permission submitted by the Developer to the Council and received by the Council on 21 April 2021 to carry out the Development upon the Site (local planning authority references 21/AP/1361 and 21/AP/1364);
“Application Energy Strategy”	means the energy strategy prepared by Chapman BDSP and submitted as part of the Application dated 9 July 2021 (revision 04);
“Archaeology Contribution”	means the sum of £11,171 (eleven thousand, one hundred and seventy one pounds) Index linked to be paid by the Developer to the Council in accordance with paragraph 1.1 of Schedule 1 and to be applied by the Council towards archaeological research, investigation and protection within the vicinity of the Site;
“‘Be Seen’ Energy Monitoring Guidance”	means the document titled “Be Seen Energy Monitoring Guidance” dated September 2021 prepared by the GLA or any replacement thereof;

“‘Be Seen’ Monitoring Webform”	means the “Be Seen” planning stage reporting webform accessible via the GLA’s website, or any other such method of submission as specified by the GLA;
“Borough”	means the London Borough of Southwark;
“Carbon Green Fund Contribution”	means the sum of £870,960 (eight hundred and seventy thousand, nine hundred and sixty pounds) Index Linked to be paid by the Developer to the Council in accordance with paragraph 1.3 and of Schedule 1 and applied by the Council towards carbon mitigation measures including but not limited to the installation of photovoltaic panels to existing buildings, insulation, tree planting, LED light bulb exchange, homeowner grants to replace boilers and community projects;
“Carbon Targets”	means the target net CO2 emissions (equivalent to a 48.6% reduction in CO2 over a Building Regulations 2013 Part L2A baseline compliant development for the non-domestic parts of the Development) as set out within the Application Energy Strategy;
“Commencement”	means the carrying out of a material operation as defined in sections 56(2) and (4) of the 1990 Act in respect of the Development or the relevant part thereof as the context requires and “Commence” and “Commenced” shall be construed accordingly;
“Completion”	means: (a) in respect of any discrete section (element) of the Development completed separately from the other discrete sections (elements) and which is the subject of a certificate of sectional practical completion, the issue of such certificate of sectional practical completion in respect of that discrete section (element) by the Developer’s duly appointed architect or other project consultant designated by the Developer for that purpose; and (b) in respect of the Development as a whole, the issue of a certificate of practical completion of the Development by the Developer’s architect or other project consultant designated by the Developer for that purpose, and “Complete”, “Completed” and “Completion Date” shall be construed accordingly;

“Connection Notice”	means a written notice served on the Developer by the Council pursuant to paragraph 2.5 of Schedule 6 seeking connection of the Development to the District Heating Network;
“Construction Industry Apprenticeships”	means apprenticeships operating under a statutory apprenticeship agreement (or such other programme as may be approved by the Council) to be provided in construction related trades and occupations on the Site and in the services used in the creation of and supply to the Development, including building, architectural and surveying services, during the period of construction of the Development;
“Construction Industry Employment and Training Shortfall Contribution”	means the sum, if payable, as calculated by the Council in accordance with the formula in paragraph 1.6 of Schedule 4 to be expended by the Council upon supporting Unemployed Borough Residents, including but not limited to, the provision of appropriate training, in order for Unemployed Borough Residents to access Sustained Construction Industry Employment;
“Construction Industry Employment and Training Report”	means a quarterly report to the Council about the work of the Construction Industry Employment Contact including, but not limited to, information about progress toward achievement of the targets outlined in paragraph 1.4 of Schedule 4, such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;
“Construction Industry Employment Contact”	means a named individual who is either an employee provided by the Developer or a contractor appointed by the Developer and who shall be based with the team contracted to construct the Development during the construction phase and whose role shall be to provide or co-ordinate such training and support as is necessary to enable Unemployed Borough Residents to access Sustained Construction Industry Employment in accordance with the Employment and Skills Methodology;
“Construction Industry Employment Contact Period”	means a period of time from Implementation until Completion of the Development;
“Council Section 38/278 Highway Works”	means: a) Improvements including resurfacing to the whole length of King’s Head Yard carriageway which are required in order to accommodate and improve pedestrian and cyclists movements (as a footway width of 2.4m is not being provided);

- b) Repaving the footways adjacent to the Development on King's Head Yard (within the area coloured blue on the Council Section 38/278 Highway Works drawing) with Yorkstone natural stone slab paving and with 300mm wide silver grey granite natural stone kerbs, including new kerbing fronting the Development on King's Head Yard;
- c) Reconstruction of any redundant vehicular crossovers and dropped kerbs fronting the Development on King's Head Yard as footway;
- d) Promotion of all necessary Traffic Management Orders (TMOs) to amend parking or waiting restrictions;
- e) Reviewing existing and proposed signage fronting the Development and investigating the possibility of installation of any existing / proposed signs on the building walls in order to improve effective footway widths;
- f) Upgrading by replacing street lighting on the footways adjacent to the Development on King's Head Yard to current Council standards and investigating the possibility of provision of lamp columns mounted to the building walls in order to improve effective footway widths;
- g) Refreshing road markings following kerb installation on King's Head Yard and resurfacing works to King's Head Yard
- h) Changing utility covers within the footway to recessed frame covers; and
- i) Rectifying any damaged footways, kerbs, inspection covers and street furniture due to the construction of the Development,

all of which shall be in accordance with the Southwark Streetscape Design Manual and which are for indication purposes only shown on drawing 20065_X_00_P032 annexed hereto along with such traffic regulation orders and any other ancillary works which the Council may reasonably require to accommodate the Development and for the avoidance of doubt such works shall not relate to TfL highway, which instead are as included in the TfL Section 278 Highway Works;

“Cycle Hire Docking Station”

means a TfL cycle hire docking station to be provided within the vicinity of the Site;

“Cycle Hire Docking Station Contribution”

means the sum of £220,000 (two hundred and twenty thousand pounds) Index Linked to be paid by the Developer to TfL in accordance with paragraph 2 of Schedule 1 and to be applied by TfL to provide the Cycle Hire Docking Station and/or to extend an existing TfL cycle hire docking station(s) within the vicinity of the Site and/or to maintain the supply of bicycles at an existing TfL cycle hire docking station(s) within the vicinity of the Site;

“Cycle Hire Scheme”	means a scheme setting out arrangements for the free hire of Santander Cycles (or such re-named or replacement London-wide cycle hire scheme as may be in operation at the time of Occupation of the Development) by employees at the Development, including details of how employees shall be made aware of the Santander Cycles or re-named or replacement scheme and proposals for their free use for a period of three years from first Occupation, to include free annual memberships and/or free daily use of Santander Cycles or such re-named or replacement scheme by employees to a maximum cost of the Cycle Hire Scheme Contribution;
“Cycle Hire Scheme Contribution”	means the sum of £25,000 (twenty five thousand pounds) Index Linked to be paid by the Developer to TfL in accordance with paragraph 2 of Schedule 1 and to be applied by TfL towards the costs of free hire of Santander Cycles by employees at the Development in accordance with the Cycle Hire Scheme;
“Default Employment in the End Use Contribution”	means a financial contribution of £1,302,900 (one million, three hundred and two thousand and nine hundred pounds) Index Linked which may be payable by the Developer to the Council in accordance with paragraph 3.4 of Schedule 4 and if paid shall be applied by the Council towards supporting Unemployed Borough Residents into Sustained Employment;
“Defects Liability Period”	means such period of time following Completion of the Development in which a contractor may remedy defects as may be included in the building contract for the Development;
“Defects Period”	means 12 (twelve) months from the date of grant of the Provisional Certificate;
“Delivery and Service Baseline Figure”	means not more than 38 Delivery and Service Motorised Vehicles in total per day based either on the log book used to record the number of Delivery and Service Motorised Vehicles visiting the Site on a daily basis or those dates the Council has monitored the number of Delivery and Service Motorised Vehicles visiting the Site across the relevant days PROVIDED THAT the Council's monitoring shall take precedence over the log book on those dates the Council has monitored the number of Delivery and Service Motorised Vehicles visiting the Site;
“Delivery and Service Cash Deposit”	means the sum of £100,000 (one hundred thousand pounds) Index Linked to be paid by the Developer to the Council to secure compliance with the Delivery and Service Monitoring Plan and if retained by the Council

pursuant to paragraph 1.6 of Schedule 2 to be applied by the Council and/or TfL towards such public realm improvements, highway infrastructure and/or measures to reduce air pollution within the vicinity of the Development as may be agreed by the Council and TfL;

“Delivery and Service Management Plan” means a document to be submitted by the Developer to the Council and TfL for approval in writing and which includes but shall not be limited to:

- a) Details of the arrangements to consolidate delivery and servicing across the Site including but not limited to:
 - The arrangements to efficiently service the Development and minimise disruption to the local highway network by maximising the consolidation of delivery and service vehicles;
 - Full details as to how the consolidation will operate;
 - Measures to coordinate delivery times and to manage delivery slots;
 - Details of the location of off-site consolidation locations and measures to maximise the use of electric vehicles; and
 - Details of measures to protect vulnerable road users such as pedestrians and cyclists;
- b) Prohibition of all vehicles entering or exiting the Site on weekdays between the hours of:
 - 7am and 10am;
 - 12noon and 2pm; and
 - 4pm and 7pm;
- c) Prohibition of all vehicles entering or exiting the Site on weekends and public holidays between the hours of:
 - 1pm and 11pm;
- d) A daily cap on the number of Delivery and Service Motorised Vehicles visiting the Site which is no higher than the Delivery and Service Baseline Figure; and
- e) Details of how the Developer will enforce all such arrangements, restrictions and caps;

“Delivery and Service Monitoring Fee” means the sum of £1,600 (one thousand six hundred pounds) Index Linked to be paid in accordance with paragraph 1.5 of Schedule 2 and to be applied by the Council towards monitoring the terms and outcomes of the Delivery and Service Monitoring Plan and administering the Delivery and Service Cash Deposit;

“Delivery and Service Monitoring Period” means a period of 2 years commencing on 75% Occupation of the Development;

“Delivery and Service Monitoring Plan” means a delivery and service monitoring plan to be submitted by the Developer to the Council and TfL for approval in writing and which sets out a method for monitoring and recording the number of Delivery and Service Motorised Vehicles visiting the Site during the Delivery and Service Monitoring Period and which includes but shall not be limited to:

- a) the name, address, email address and telephone number of the person the Developer has appointed to monitor the number of Delivery and Service Motorised Vehicles;
- b) the format and layout of the log book to be used to record the number of Delivery and Service Motorised Vehicles visiting the Site on a daily basis; and
- c) the methodology to be used to track, monitor and record the number of Delivery and Service Motorised Vehicles visiting the Site on a daily basis;

“Delivery and Service Motorised Vehicles” means a motorised vehicle making a delivery to, taking waste away from or otherwise servicing the Site or any part of the Development from either within the Development boundary or otherwise including private deliveries to individual units and which for the avoidance of doubt excludes any motorised vehicle used for the purposes of utilities, emergency vehicles, and emergency access;

“Demolition Works” means the taking down of the existing buildings on the Site or any substantial part thereof but excludes inter alia the removal of doors, flooring, fixtures, services and temporary structures including room partitions and **“Demolish”** and **“Demolition”** shall be construed accordingly;

“Development” means the redevelopment to include demolition of the 1980s office buildings and erection of a 26-storey building (plus mezzanine and two basement levels) of a maximum height of 108.0m AOD, restoration and refurbishment of the listed terrace (nos. 4-16 St Thomas Street), and redevelopment of Keats House (nos. 24-26 St Thomas Street) with

removal, relocation and reinstatement of the historic façade on a proposed building, to provide 46,442sqm GEA of Class E(g)(i) office floorspace, 358sqm GEA flexible office E(g)(i)/retail E(a) floorspace, 450sqm GEA Class E(b) restaurant/cafe floorspace and a public rooftop garden, and 5,449sqm GEA of affordable workspace within the Georgian terrace, Keats House and part of the tower, associated public realm and highways improvements, provision for a new access to the Borough High Street entrance to London Bridge underground station, cycling parking, car parking, service, refuse and plant areas, and all ancillary or associated works or any variation thereof;

“Development Agreement” means the agreement to be entered into between the Developer, LUL and/or TfL in respect of the construction and handover to LUL of the Station Works, the works to create the access from the Station Works to King’s Head Square, the protection of TfL’s and LUL’s existing infrastructure, and the grant of the LUL Easement;

“Development Plan” means the Southwark Plan and the London Plan;

“Director of Planning and Growth” means the Council’s Director of Planning and Growth or any other officer or person properly exercising the authority of the Director of Planning and Growth for the time being;

“District Heat Network” means a strategic district central heating and power plant network capable of serving the Development;

“District Heat Network Strategy” means a document prepared by the Developer setting out the proposals for the Site to connect to the District Heat Network and which shall contain as a minimum the details set out at paragraph 2.1 of Schedule 6;

“Eligible Tenant(s)” means an occupier from a specific sector that has a social, cultural or economic development purpose which shall include but not be limited to the following:

- a) charities;
- b) public health services;
- c) voluntary and community organisations or social enterprises;
- d) those in need of creative and artists’ workspace;
- e) those in need of rehearsal and performance space and makerspace;
- f) occupiers from disadvantaged groups starting up in any sector;
- g) occupiers in support of educational outcomes through connections to schools, colleges or higher education;

	h) existing businesses in the Borough who need to relocate; i) Small Businesses and start – ups located in the Borough; and j) Small Businesses and start – ups otherwise identified by the Affordable Workspace Provider as may be approved by the Council;
“Employment and Skills Methodology”	means a methodology to secure the appointment of a Construction Industry Employment Contact and which specifies the responsibilities of the post as outlined in paragraph 1 of Schedule 4 and the method by which the key outputs of the post will be achieved;
“Employment and Skills Plan”	means a plan which shall operate during the Employment and Skills Plan Period to secure Sustained Employment for up to 303 Unemployed Borough Residents in the End Use of the Development and which includes the matters outlined in paragraph 3.2 of Schedule 4;
“Employment and Skills Plan Period”	means a period of 12 months from first Occupation of the Development;
“Employment and Skills Plan Report”	means a quarterly report to the Council about the implementation of the Employment and Skills Plan including, but not limited to, information about progress toward achievement of the target outlined in paragraph 3.2 of Schedule 4 such report to be written in a format approved by the local economy team of the Council or such team as shall be assigned the work of the local economy team from time to time;
“Employment in the End Use Contribution”	means the sum as calculated in accordance with the formula in paragraph 3.6 of Schedule 4 and if paid to be applied by the Council towards supporting Unemployed Borough Residents into Sustained Employment;
“End Use of the Development”	means the use or uses of the Development as authorised by the Planning Permission following first Occupation and references to “End User” shall be construed accordingly;
“Energy Centre”	means a Site-wide low carbon communal heating system;
“ESCO”	means an energy service company being a supplier of heating and other ancillary services from the District Heat Network;
“Feasibility Study”	means a study to assess the feasibility and financial viability of the Development connecting to the District Heat Network which may include but shall not be limited to details and an assessment of the following:

- (a) the capability of the District Heat Network to supply sufficient heating and power to the Development;
- (b) the proposed costs, terms and conditions of the connection and supply agreement being offered by the ESCO and whether they are fair and reasonable by reference to the Site's District Heat Network plant costs and those that can be obtained on the market;
- (c) the costs associated with installing all relevant pipework, plant and other apparatus to the boundary of the Site and that such costs will not be recoverable in whole or in part from occupiers of the Development through the connection agreement any supply agreement or by any other means;
- (d) the costs of heating and power to be charged to occupiers of the Development and whether they are fair and reasonable by reference to the rates that are charged in the market;

“Final Certificate” means a final certificate in writing issued on behalf of the Council certifying that following inspection the Public Space or parts thereof has/have been completed to the reasonable satisfaction of the Director of Planning and Growth and for the avoidance of doubt the Council may issue such certificate in respect of part of the Public Space only and as many times as is necessary until satisfied with the entirety of the Public Space;

“Flexible Retail/Office Unit” means the 142 sqm NIA floorspace at ground level of the Main Building shown coloured blue on drawing 20065_X_(00)_P025 annexed to this Agreement and the 183 sqm NIA floorspace at ground mezzanine of the Main Building shown coloured blue on drawing 20065_X_(00)_P026 annexed to this Agreement which is permitted on a flexible basis for either retail or office use;

“Georgian Terrace” means the part of the Site shown shaded green on drawing 20065_X_00_P034 annexed to this Agreement;

“Healthy Streets” means the system of policies and strategies designed by TfL to help Londoners use cars less and walk, cycle and use public transport more;

“Healthy Streets Contribution” means a sum of up to a maximum of £800,000 (eight hundred thousand pounds) Index Linked to be paid by the Developer to TfL in accordance with paragraph 2 of Schedule 1 and to be used by TfL towards the St Thomas Street Healthy Streets Scheme;

“Highway Development Manager”	means the Council’s Highway Development Manager or any other officer or person properly exercising the authority of the Highway Development Manager for the time being;
“Implementation Date”	means the date upon which a material operation as defined in section 56(4) of the 1990 Act shall be first carried out in respect of the Development but excluding (for the purposes of this Agreement and for no other purpose) (a) works of or associated with Demolition Works, (b) excavation works and/or the installation of piling/foundations, (c) ground investigation (d) site survey works, (e) site clearance, (f) archaeological investigation, (g) remedial or remediation work in respect of any contamination or other adverse ground condition, (h) diversion and laying or removal of services, (i) erection of any temporary means of enclosure including fences and hoardings, (j) the temporary display of site notices or advertisements and references to “Implementation” and “Implement” shall be construed accordingly;
“Index”	means BCIS General Building Cost index published by the Royal Institution of Chartered Surveyors (RICS) in respect of the Carbon Green Fund Contribution, Cycle Hire Docking Station Contribution, Legible London Contribution and Healthy Streets Contribution and the RPI all items excluding mortgage interest (RPIX) published by the Office for National Statistics in respect of all other payments or in the event such indices cease to exist such index as may be adopted by the Council for this purpose of calculating planning obligations to be applied in accordance with clause 14;
“Index Linked”	means increased (if applicable) in accordance with clause 14;
“Keats House”	means the part of the Site shown shaded orange on drawing 20065_X_00_P034 annexed to this Agreement;
“LBC”	means the listed building consent for the LBC Works granted by the Secretary of State pursuant to the LBC Application;
“LBC Application”	means the application for LBC submitted by the Developer to the Council and received by the Council on 21 April 2021 to carry out the Development (local planning authority reference 21/AP/1364);
“LBC Application Management Plan”	means a plan setting out the policies and guidance for ongoing maintenance, repair and minor alterations to the listed buildings on the Site

to be prepared by an accredited conservation architect and submitted to the Council for approval pursuant to paragraph 5 of Schedule 2;

“LBC Works”

means the restoration, rebuilding and refurbishment of the listed terrace (nos. 4-16 St Thomas Street) including: demolition of 1980s fabric across the rear elevation and demolition of the attached 1980s office building, reinstatement of the rear elevation of the terrace, and recladding and partial rebuilding of rear walls. Rebuild roof and chimneys, reskin the side façade and front façade at top floor level of 1980s extension. Rebuild the roof and chimneys of no. 14. Removal and replacement of roof slates with natural slate to nos. 4-16. Opening up the ground floor passageway between nos. 8 and 10 by removing 1930s door, and reinstate two adjacent door openings on front elevation. Replacement of two second floor windows on front elevation. Replacement of secondary glazing to front elevation. Alterations to the front elevation of the lower ground level and vaults beneath the pavement. Internal alterations within the terrace to reinstate the plan form and the internal features, rearrange the circulation between the lower ground and upper levels (with reinstated stairs in between) for office use. Cleaning the brickwork, repointing, works to repair sash windows, restore the railings and first floor balconettes of the north façade;

“Legible London”

means the wayfinding project designed to provide better information throughout London for pedestrians;

“Legible London Contribution”

means the sum of £22,000 (twenty-two thousand pounds) Index Linked to be paid by the Developer to TfL in accordance with paragraph 2 of Schedule 1 and to be used by TfL towards the provision of Legible London signs;

“Local Businesses”

means all existing, independently-owned retail and service Small Businesses who have their main operations in the Borough and Local Business shall be construed accordingly;

“Local Market Rent”

means the estimated amount for which each Part of the Affordable Workspace, as is relevant, could be leased or let on the open market at per square metre at the relevant date of valuation based on appropriate detailed comparable local market evidence and assuming a willing landlord and a willing lessee or tenant on an appropriate lease or tenancy terms (which for the avoidance of doubt would not include a discount on rent by reason of the space being Affordable Workspace) after proper marketing wherein those parties have acted knowledgeably, prudently and without compulsion

to be assessed in accordance with a property's size, location and individual characteristics and the RICS approved valuation methods or intended or established valuation custom and practice as determined in accordance with paragraph 4 of Schedule 7;

- “London Plan”** means the London Plan dated March 2021 or any replacement thereof;
- “LUL”** means London Underground Limited (company registration number 01900907) whose registered office is at 5 Endeavour Square, London, E20 1JN;
- “LUL Easement”** means the easement to be granted by the Developer to LUL pursuant to the Development Agreement in which (unless otherwise agreed with LUL) the following rights are granted to LUL:
- (a) a right of way for LUL, its invitees/passengers etc. from London Bridge Station across a direct route (to be defined by reference to a plan) through the Site to the public highway (King's Head Yard) at all times London Bridge Station is open subject to rights for the Developer to:
 - (i) vary the route from time to time provided that it is no less commodius; and
 - (ii) where there is no reasonable alternative methodology which would avoid such stopping up, to temporarily stop up the route during periods of inspection, maintenance, repair and renewal of the affected part of the Site (provided that the Developer will be required to consult with LUL regarding such stopping up and the Developer shall endeavour to keep such period as short as reasonably practicable and subject to a sufficient or alternative route being provided at all times);
 - (b) the right for LUL canopy/awning/signage/lighting to be installed above the new station entrance and to oversail the relevant part of the Site, as well as the right for signage (including roundel totem) to be installed within the Development and at the entrance to the Development onto King's Head Yard and St Thomas Street subject to rights in favour of the Developer to request LUL temporarily remove such items from time to time (at the Developer's cost) where required in order to carry out works, repairs, maintenance etc. to the Site (where there is no reasonable alternative

methodology which would avoid such removal) provided that the Developer will be required to consult with LUL regarding such removal and if reasonably required by LUL to provide (or fund the provision of) temporary replacements during the period of such removal (which period the Developer shall endeavour to keep as short as reasonably practicable) and permanent replacements following completion of such works, making good any damage caused to LUL's property in carrying out such works; and

- (c) the right for LUL (and its contractors etc.) with or without vehicles and machinery to pass over an agreed part of the Site and to remain on that part of the Site required to undertake repair, maintenance, renewal, removal etc. of the canopy/awning/signage/lighting and the Station Works. The detailed provisions of the right as to, inter alia, the types of vehicles permitted, access procedures, periods of notice, times of access and emergency access is to be agreed in the Development Agreement provided that it is accepted that LUL will need to satisfy CDM regulations in respect of the Station Works' use, maintenance, refurbishment and decommissioning;

“Main Building” means that part of the Site shown edged blue on drawing 20065_X_00_P034 annexed hereto;

“Mortgagee” means an established corporate body within the finance industry regulated by the Prudential Regulation Authority, the Financial Conduct Authority or similar and acting as a bona fide lender;

“NVQ Starts” means the commencement of a full National Vocational Qualification or equivalent vocational qualification outside of a statutory apprenticeships;

“Occupation” means the first date upon which any part of the Site is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or operations in relation to security operations and the phrases **“Occupy”** and **“Occupied”** shall be construed accordingly;

“Office Floorspace” means 49,049 square metres of GIA of office floorspace (Use Class E(g)(i));

“Parties” means (collectively) the Council, the Developer and TfL;

“Permitted Closure Days”	means (unless otherwise agreed by the Council) a total of up to 20 days in each calendar year during which the Developer is permitted to temporarily close the Roof Gardens Access and/or the Roof Gardens to the public in accordance with paragraph 1.5.2 of Part 3 of Schedule 3;
“Planning Permission”	means the planning permission granted by the Secretary of State pursuant to the Appeal and any variation thereof;
“Provisional Certificate”	means a provisional certificate in writing issued on behalf of the Director of Planning and Growth certifying provisionally and pending the issue of the Final Certificate that following inspection the Public Realm, Roof Gardens or Roof Gardens Access as the case may be has been completed to the reasonable satisfaction of the Director of Planning and Growth and for the avoidance of doubt the Director of Planning and Growth may issue such certificate in respect of part or all of the Public Realm, Roof Gardens or Roof Gardens Access respectively and as many times as is necessary until satisfied with the entirety of the Public Realm, Roof Gardens or Roof Gardens Access respectively;
“Public London Charter”	means the Public London Charter prepared by the Mayor of London and dated 8 October 2021 or any replacement thereof;
“Public Realm”	means the 1,101 sqm NIA linked series of new public spaces together with paving, benches, trees and street furniture to be created at ground level on the Site comprising the following parts: (i) “King’s Head Courtyard” – shown coloured red on drawing 20065_X_00_P027 annexed hereto and situated on the western side of the Site next to the new underground station entrance; (ii) “Covered Gallery” – shown coloured purple on drawing 20065_X_00_P027 (Public Realm Ground) annexed hereto and situated along the northern side of the base of the Main Building; (iii) “St Thomas Street Square” – shown coloured blue on drawing 20065_X_00_P027 (Public Realm Ground) annexed hereto and situated between the base of the Main Building and St Thomas Street; (iv) “Beak Alley” – shown coloured green on drawing 20065_X_00_P027 (Public Realm Ground) annexed hereto and situated on the eastern side of the Main Building ; (v) “Georgian Passage” - shown coloured orange on drawing 20065_X_00_P027 (Public Realm Ground) annexed hereto and

situated as a passageway running through the middle of the Georgian Terrace;
and together all five spaces are shown for illustrative purposes hatched orange on drawing 20065_X_00_P037 annexed hereto;

“Public Space” means any or all of the Public Realm, Roof Gardens and the Roof Gardens Access as the context so requires;

“Reasonable Endeavours” means that it is agreed by the Parties hereto that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court of law, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to the other terms of this Agreement such party will be bound to attempt to fulfil the relevant obligation by the necessary and proportionate expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect (and which may be limited to only one such course of action or may include a number of attempts to fulfil the obligation according to what is reasonable in the circumstances): in the case of the Developer, of a competent commercial developer in the context of the Development; in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions; and in the case of TfL, of a competent statutory public transport service provider or highway authority acting reasonably in the context of its statutory functions;

“Reportable Unit” means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants;

“Roof Gardens” means the 777sqm GIA outdoor space situated in the Main Building at the twenty fourth floor level shown for illustrative purposes hatched blue on drawing 20065_X_00_P029 annexed hereto in respect of which general public access will be provided free of charge in accordance with the approved Roof Gardens and Roof Gardens Access Management Plan;

“Roof Gardens Access” means access via two dedicated lifts to the Roof Gardens from an entrance on the ground floor in the north western corner of the Main Building, the details in respect of which are to be submitted to the Council for approval as part of the Roof Gardens and Roof Gardens Access Management Plan and which is shown for illustrative purposes hatched blue on drawings 20065_X_00_P028 and 20065_X_00_P030 annexed hereto;

**“Roof Gardens and
Roof Gardens
Access Management
Plan”**

means a detailed management plan to be submitted by the Developer to the Council for its approval in writing pursuant to Part Three of Schedule 3 in respect of the Roof Gardens and Roof Gardens Access and which shall include as a minimum:

- (i) details of the proposed phasing and timing for delivery of the Roof Gardens and Roof Gardens Access;
- (ii) the proposed management, gardening and maintenance arrangements for the Roof Gardens and Roof Gardens Access, including details of replacement and plant renewal;
- (iii) the types of pesticides and insecticides that may be used as part of the gardening and maintenance of the Roof Gardens; and
- (iv) any other details in respect of proposed management and maintenance matters as may be reasonably required by the Council;

**“Roof Gardens
Visitor Management
Plan”**

means a detailed document to be submitted by the Developer to the Council for its approval in writing pursuant to Part Three of Schedule 3 and which shall include as a minimum:

- (i) the proposed arrangements for accessing the Roof Gardens which shall (unless otherwise agreed by the Council) be between the hours of 9am to 8pm 364 days a year except when the Roof Gardens may be closed in accordance with any of the reasons set out in Paragraph 1.6 of Part Three of Schedule Three which include but are not limited to the Permitted Closure Days;
- (ii) details of the proposed access to the public facilities to be provided as part of the Roof Gardens free of charge such as toilets and baby changing facilities;
- (iii) the proposed terms and conditions to which members of the public and private visitors visiting the Roof Gardens will be subject;
- (iv) proposed measures to prevent overcrowding at the Roof Gardens and Roof Gardens Access;
- (v) proposed security arrangements for the Roof Gardens (including details of CCTV cameras, panic alarms and any searches and/or scans to be undertaken);
- (vi) measures to be put in place to deal with emergencies, including fire, bomb alerts, accidents and other emergencies; and

- (vii) mechanisms and timeframes for the review by the Developer of the Roof Gardens Visitor Management Plan;

“Secretary of State” means the Secretary of State for Levelling Up, Housing and Communities (or such other Minister of the Crown to whom the power to hear and determine the Appeal may from time to time be transferred) or any appropriate officer, inspector or body appointed by the Secretary of State for Levelling Up, Housing and Communities having authority to act on his or their behalf;

“Section 38/278 Highways Agreement” means any agreement between the Developer and the Council or between the Developer and TfL as appropriate pursuant to Section 38 and/or 278 of the Highways Act 1980 for securing and authorising the Developer to carry out the Section 38/278 Highway Works and (unless otherwise agreed between the Developer and the Council or the Developer and TfL (as the case may be)) the Section 38/278 Highways Agreement(s) will include (without limitation) provisions for:

- a) the Section 38/278 Highway Works to be secured to the sum of the Section 38/278 Highways Works Bond;
- b) the security relating to the amount of the Section 38/278 Highway Works to be delivered prior to the commencement of the Section 38/278 Highway Works; and
- c) the Developer to carry out the Section 38/278 Highway Works in accordance with the approved Section 38/278 Highways Works Specification at its own cost and at no cost to the Council or TfL;

“Section 38/278 Highway Works” means the Council Section 38/278 Highway Works or the TfL Section 278 Highway Works as appropriate;

“Section 38/278 Highway Works Bond” means the deposit, bond, guarantee, surety or similar security relating to the Section 38/278 Highway Works in a sum equivalent to the estimated cost of the Section 38/278 Highway Works plus 10 per cent in the case of the Council and 50 per cent in the case of TfL;

“Section 38/278 Highway Works Specification” means a detailed design specification of the Section 38/278 Highway Works including (but without limitation) detailed scaled plans and drawings, samples of materials to be used, estimated costs and phasing of delivery to be submitted by the Developer pursuant to paragraph 2 of Schedule 2 and:

- in the case of the Council Section 38/278 Highway Works approved by the Director of Planning and Growth and the Highway

Development Manager and their approval to it obtained in writing on or before the date the Developer and the Council (as highway authority) enter into the Section 38/278 Highway Works Agreement; and

- in the case of the TfL Section 278 Highway Works approved by TfL and their approval to it obtained in writing on or before the date the Developer and TfL (as highway authority) enter into the Section 278 Highway Works Agreement;

“Short Courses” means any construction industry approved or accredited training course(s) designed to assist an individual to secure employment or enhance their career prospects once in employment;

“Site” means the land known as New City Court, 4-26 St Thomas Street, London, SE1 9RS and for the purpose of identification only shown edged red on the Site Plan;

“Site and Development Contributions” means the Archaeology Contribution and Carbon Green Fund Contribution;

“Site Plan” means the drawing annexed hereto edged red and labelled Site Plan;

“Small Business” means a business operating with 50 employees or less and reference to “Small Businesses” shall be construed accordingly;

“SME” means a small to medium enterprise;

“Southwark Education Business Alliance” means the Council operated schools careers service by that name or such other successor services as may be nominated by the Council from time to time;

“Southwark Plan” means the Southwark Plan 2022 or any replacement thereof;

“Southwark Streetscape Design Manual” means the Southwark Streetscape Design Manual and associated guidance and any replacement thereof;

“Southwark Works” means the employment support service by that name which is commissioned by the Council or such other successor services as may be nominated by the Council from time to time;

“Station Works”	means the construction of a new entrance to and from London Bridge underground station in accordance with the Development Agreement and LUL standards and for indicative purposes only as shown hatched purple on drawing 20065_X_00_P035 annexed to this Agreement together with any works required to those parts of the Site to which the LUL Easement relates (including, to the extent required by LUL, hostile vehicle mitigations and flood risk management);
“St Thomas Street Healthy Streets Scheme”	means TfL’s proposed scheme to allow two-way cycling along the full length of St Thomas Street and associated pedestrian and cycle improvements and changes to traffic management arrangements to support the mode share targets in London Plan policy T1 and in line with the 10 Healthy Streets indicators in London Plan Policy T2;
“Sustainable Employment Opportunities”	means a contract of employment of not less than 26 weeks;
“Sustained Construction Industry Employment”	means Sustained Employment related to the Development and/or other development in the Borough including but not limited to employment in building and construction on the Site and in the services used in the creation of and supply to the Development including building architectural and surveying services;
“Sustained Employment”	means a period of continuous employment of not less than 26 weeks;
“Tenant”	means any person with an interest in the Site (that permits them to occupy the Site or part thereof) at the date of this Agreement other than the Developer;
“TfL Contributions”	means the Cycle Hire Docking Station Contribution, Cycle Hire Scheme Contribution, Legible London Contribution, Healthy Streets Contribution and TfL Delivery and Service Monitoring Fee;
“TfL Delivery and Service Monitoring Fee”	means the sum of £1,600 (one thousand six hundred pounds) Index Linked to be paid in accordance with paragraph 1.5 of Schedule 2 and to be applied by TfL towards monitoring the terms and outcomes of the Delivery and Service Monitoring Plan;

“TfL Obligations” means those obligations of the Developer in favour of TfL set out in Schedules 1, 2, 3 and 5 of this Agreement;

“TfL Section 278 Highway Works” means:

- a) provision of a vehicle crossover on St Thomas Street flush to the footway;
- b) provision of short stay cycle parking stands on St Thomas Street in locations and configurations that shall (notwithstanding the drawings approved by the Planning Permission) be agreed in advance by TfL;
- c) repaving the southern footway on St Thomas Street between the junction with Borough High Street and the entrance to Guy's Courtyard within the area shown for indicative purposes only coloured blue on drawing 20065_X_(00)_P033 annexed hereto and with the exact extent to be agreed in advance by TfL with Yorkstone natural stone slab paving or such other material as may be agreed by TfL, and new kerbing;
- d) the provision of raised tables at the entry to King's Head Yard and White Hart Yard from Borough High Street;
- e) any temporary provision required to serve the Demolition and construction works; and
- f) rectification of any damaged highway infrastructure including but not limited to gullies, iron works footways, kerbs, inspection covers and street furniture required as a result of the Demolition and the construction of the Development,

and which are for indicative purposes only shown on drawing 20065_X_(00)_P033 annexed hereto along with such traffic regulation orders and any other consents and ancillary works which TfL may reasonably require as a result of the Development including but not limited to alterations to, relocations or provision of new drainage, lighting, signage, street furniture, street trees, soft and hard landscaping and other highway infrastructure all of which shall be in accordance with Transport for London Streetscape Guidance;

“Topping Out” means the installation of the final piece of the structure of the Main Building of the Development;

“Travel Plan” means the travel plan for the End Use of the Development which shall be submitted by the Developer to the Council and TfL for approval in accordance with paragraph 3.1 of Schedule 2 and which includes but shall not be limited to measures to discourage the use of vehicles, the provision

of high quality shower/changing facilities accessible to all occupants of the Development, cycle hire access and cycle parking including disabled/cargo bicycle spaces and which shall comply with TfL's Travel Planning Guidance published in November 2013 and such further or replacement guidance as may be published by TfL from time to time;

“Unemployed Borough Residents” means persons residing within the Borough who are neither in employment nor contracted as self-employed workers and have not been so for a period of not less than seven days;

“Use Class” means the use class identified in the Town and Country Planning (Use Classes) Order 1987 (as amended);

“Wind Mitigation Post Construction Plan” means a wind impact assessment to:

- a) assess, following the Completion of the Development, whether there is an actual change to the effects of wind on the pedestrian and cyclist use of the Site, the Public Space, the public highways adjoining the Site and the new entrance to and from London Bridge underground station following any design development during construction;
- b) assess whether the actual change (if any) is significant and adverse over and above the assessment carried out as part of the Application; and
- c) in the event that there is a significant adverse effect over and above the assessment carried out as part of the Application to mitigate this additional effect by using, for example, soft landscaping, vertical climbing plants, trees and physical measures to the façade of the Development within the Site and the Public Space to be submitted by the Developer to the Council (and TfL to the extent relevant to the Transport for London road network and/or the London Bridge underground station entrance) for approval;

"Working Days" means any Monday, Tuesday, Wednesday, Thursday and Friday except bank or public holidays; and

“Workspace Provider List” means the list of workspace providers published by the Council dated Spring 2022 - 23 and updated from time to time.

In this Agreement (except where the context otherwise requires):

1.2 Reference to the masculine feminine and neuter genders shall include other genders.

- 1.3 Reference to the singular include the plural and vice versa unless the contrary intention is expressed.
- 1.4 Reference to natural persons are to include corporations and vice versa.
- 1.5 Headings in this Agreement are for reference purposes only and shall not be taken into account in its construction or interpretation.
- 1.6 A reference to a clause paragraph or schedule is (unless the context otherwise requires) a reference to a clause paragraph or schedule of this Agreement.
- 1.7 Any reference in this Agreement to any statute or to any section of a statute includes any statutory re-enactment or modification of it and any reference to any statutory instrument includes any amendment or consolidation of it from time to time and for the time being in force.
- 1.8 The expression “the Developer” shall include their respective successors in title and assigns and the expressions “the Council”, “LUL” and “TfL” shall include their successors in statutory function.
- 1.9 Words denoting an obligation on a party to do any act or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of such restrictions.
- 1.10 An obligation not to Implement or Occupy the Development includes an obligation not to Implement or Occupy any part of the Development.
- 1.11 Where in this Agreement a party includes more than one person any obligation of that party shall be joint and several.
- 1.12 Any plan or strategy required to be submitted pursuant to this Agreement may be updated from time to time with the approval of the Council and, where any such plan or strategy relates to a TfL Obligation, with the approval of TfL.
- 1.13 Where in this Agreement the Council and/or TfL is required to give an approval, consent or agreement the approval, consent or approval shall not be deemed to have been given unless in writing.
- 1.14 Where the agreement, approval, consent, confirmation or an expression of satisfaction is required by the Developer, the Council or TfL under the terms of this Agreement that agreement, approval, consent, confirmation or satisfaction shall not be unreasonably withheld or delayed.

2. Statutory Provisions

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and all other enabling powers.
- 2.2 To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council and the restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that subject to clause 8 the same shall be enforceable without limit of time not only against the Developer but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 2.3 To the extent only that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.
- 2.4 In order to facilitate the enforcement of the TfL Obligations against persons deriving title from the Developer or other parties having an interest in the Site and to the extent that as at the date of disposal such TfL Obligations remain to be performed in relation to that part of the Site, then upon completion of a transfer of a freehold interest or the grant of a new leasehold interest of seven years or more the transferor or lessor of the relevant part of the Site will procure that the transferee or lessee (as applicable) enters into a direct covenant with TfL in which the transferee or lessee (as applicable) covenants with TfL to perform the TfL Obligations in so far as they relate to the relevant part of the Site and remain to be performed.

3. Legal Effect

- 3.1 Save for clauses 1-4 and 16-24, the Developer's obligations in this Agreement are conditional upon:
- 3.1.1 the grant of the Planning Permission by the Secretary of State pursuant to the Appeal;
- 3.1.2 the Planning Permission having been Implemented; and
- 3.1.3 the planning obligations and Administration Fee in this Agreement being deemed by the Secretary of State to satisfy the criteria in Clause 4.1 of this Agreement,

with the exception of the payment of the Archaeology Contribution pursuant to paragraph 1.1 of Schedule 1 and the notification requirements at clauses 6.1.1, 6.1.2, 6.1.4 and 6.2.1.

3.2 The planning obligations contained within this Agreement are necessary to make the development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

3.3 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed between the Parties:

3.3.1 the obligations in this Agreement (in addition to continuing to bind the Site in respect of the Planning Permission as provided for by this Agreement) shall relate to and bind any subsequent planning permission(s) in respect of the Site granted pursuant to Section 73 of the 1990 Act and the Site itself, and

3.3.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include reference to any application under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s), and

3.3.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

“The obligations in this Agreement relate to and bind the Site in respect of which a new planning permission referenced has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

PROVIDED THAT nothing in this clause 3.3 shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Agreement and required pursuant to a determination under Section 73 of the 1990 Act whether by way of a new Agreement or supplemental Agreement pursuant to Section 106 of the 1990 Act.

3.4 The Developer shall meet the Council's and TfL's reasonable legal fees in respect of any such endorsement.

4. Secretary of State

4.1 If the Secretary of State determines that any obligation (or any part of an obligation) contained within this Agreement is not:

4.1.1 necessary to make the Development acceptable in planning terms; and/or directly related to the Development; and/or

4.1.2 fairly and reasonably related in scale and kind to the Development; and/or

- 4.1.3 compliant in all other aspects with Regulation 122 of the Community Infrastructure Levy Regulations 2010 as amended

and states in the Appeal decision that no weight should be attached to such obligation then the relevant obligation shall immediately (without any further act by the Parties) cease to have any effect to the extent determined by the Secretary of State in the Appeal decision and the Developer shall be under no obligation to comply with the obligation but the remainder of the obligations in this Agreement (if any) shall remain legally effective and binding.

- 4.2 For the avoidance of doubt, none of the planning obligations in this Agreement will be legally effective and binding on the Developer if either (a) the Secretary of State dismisses the Appeal such that Planning Permission is not granted; or (b) the Secretary of State concludes that none of the planning obligations contained within this Agreement satisfy the tests for planning obligations set out at Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and states in the Appeal decision that no weight should be attached to the planning obligations in determining the Appeal.

- 4.3 In the event that the Secretary of State imposes a condition upon the Planning Permission as a replacement for one or more of the obligations in this Agreement and this is specified within the decision letter, then the said provisions of this Agreement shall thereafter have no legal effect to the extent determined by the Secretary of State in the Appeal decision.

5. Obligations of the Developer

- 5.1 The Developer covenants to observe and perform or cause to be observed and performed the obligations contained in the Schedules to this Agreement at the times and in the manner provided therein.
- 5.2 The Developer covenants with TfL to observe and perform or cause to be observed and performed the TfL Obligations at the times and in the manner provided therein.
- 5.3 Without prejudice to any other remedy available to the Council or TfL, the Developer covenants that no part of the Development shall be Implemented or Occupied (as appropriate) unless and until the obligations contained within the Schedules to this Agreement that are required to be fulfilled before Implementation or Occupation have been complied with.
- 5.4 The Developer shall contact the S.106 and CIL Team at the Council to arrange payment of the Administration Cost and the Site and Development Contributions in accordance with the terms of this Agreement.
- 5.5 The Developer shall contact TfL to arrange payment of the TfL Contributions in accordance with the terms of this Agreement.

Restriction on Implementation by Tenants

5.6 The Developer covenants:

- 5.6.1 not to permit the Implementation of the Development by any Tenant or any other third party and not to vary any existing demise, legal or equitable interests of any Tenant such as to incorporate the whole or part of the Development to be constructed on Site pursuant to the Planning Permission, save that the Tenant(s) shall not be prevented from obtaining a new freehold or leasehold interest in the Development or any part of it to be constructed;
- 5.6.2 unless otherwise agreed with the Council not to Implement the Development without first having procured the surrender of or served any necessary notices to terminate any extant legal or equitable interests of any Tenant with an interest in the Site;
- 5.6.3 not to revoke or withdraw any notices served upon any Tenant pursuant to clause 5.6.2 unless otherwise agreed by the Council in writing having regard to the enforceability of the obligations in this Agreement;
- 5.6.4 in the event that having used Reasonable Endeavours the Developer cannot comply with clause 5.6.2 above, unless otherwise agreed with the Council in writing, the Developer shall not Implement the Development thereof unless it has procured that each and every Tenant with an extant demise, legal or equitable interest in land within the Site enters into an agreement (mutatis mutandis) as this Agreement for the purpose of further securing that the obligations in this Agreement are binding and enforceable against each and every Tenant with an extant demise, legal or equitable interest in the Site or any part thereof.

6. **Developer Notifications**

6.1 The Developer covenants with the Council to notify the Council:

- 6.1.1 of its application to the Land Registry under clause 9 within 14 days of the application being made;
- 6.1.2 of Demolition as soon as reasonably practicable and in any event within 10 Working Days;
- 6.1.3 of the occurrence of the Implementation Date by written notice and in any event within 10 Working Days of the Implementation Date;
- 6.1.4 of its intention to pay the Site and Development Contributions referred to within this Agreement by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such

notification to be given within the 5 Working Days immediately preceding the making of such payment;

- 6.1.5 following payment of any TfL Contribution to TfL together with confirmation as to the relevant payment and the amount within 10 Working Days of payment;
 - 6.1.6 of completion of the Development Agreement as soon as reasonably practicable and in any event within 10 Working Days;
 - 6.1.7 of Completion of each Part of the Affordable Workspace as soon as reasonably practicable and in any event within 10 Working Days;
 - 6.1.8 of Completion of the Public Space as soon as reasonably practicable and in any event within 10 Working Days;
 - 6.1.9 of Completion of the Station Works as soon as reasonably practicable and in any event within 10 Working Days;
 - 6.1.10 of Occupation of the Main Building as soon as reasonably practicable and in any event within 10 Working Days;
 - 6.1.11 of Occupation of 75% of the Development as soon as reasonably practicable and in any event within 10 Working Days; and
 - 6.1.12 of Completion of the Development as soon as reasonably practicable and in any event within 10 Working Days.
- 6.2 The Developer covenants with TfL to notify TfL:
- 6.2.1 of the date of Commencement;
 - 6.2.2 of the occurrence of the Implementation Date;
 - 6.2.3 of the date six months prior to the anticipated date of first Occupation of the Development;
 - 6.2.4 of first Occupation of the Development;
 - 6.2.5 of Occupation of 75% of the Development;
 - 6.2.6 of commencement of the TfL Section 38/278 Highway Works;
 - 6.2.7 of Completion of the Public Realm; and
 - 6.2.8 of Completion of the Station Works,

in each case by written notice as soon as reasonably practicable and in any event within 10 Working Days thereof.

7. Council and TfL Covenants

7.1 The Council covenants with the Developer and TfL to observe and perform or cause to be observed and performed the obligations on its part in Schedule 8 of this Agreement.

7.2 TfL covenants with the Developer and the Council to observe and perform or cause to be observed and performed the obligations on its part in Schedule 8 of this Agreement.

8. Enforceability of Obligations

8.1 The obligations contained in this Agreement shall not be binding upon nor enforceable against:

8.1.1 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services; nor

8.1.2 any individual occupier of an individual commercial unit or retail unit nor against their mortgagees, chargees or receivers nor against their successors in title or persons deriving title therefrom (whether directly or indirectly) in respect of any positive planning obligation to pay money or carry out any operations expressed in this Agreement but any restrictions on Occupation expressed in negative form shall be binding against all individual occupiers of an individual commercial unit or retail unit including their mortgagees, chargees or receivers, successors in title or persons deriving title therefrom (whether directly or indirectly) but only in relation to those parts of the Site in which they have a legal interest.

8.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after it has parted with the whole of its interest in the Site (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

9. Registration

9.1 In the event that the Appeal is allowed by the Secretary of State the Developer shall within 10 Working Days of receipt of the Secretary of State's decision letter make an application to the Land Registry for entries relating to this Agreement to be made in the charges register(s) of the Title Number(s) referred to in recital B above so as to bind the Site as provided for in the before-mentioned statutory provisions.

9.2 If the Developer fails to make application as referred to in clause 9.1 above the Council shall (without prejudice to any other right) be entitled to register the Agreement and recover the expenses incurred in doing so from the Developer and the Developer covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.

9.3 The covenants on behalf of the Parties hereto to be observed and performed under this Agreement shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

10. Site Not To Be Encumbered

The Developer covenants with the Council and TfL that it will not encumber nor deal with the Site in any manner whereby any Party hereto or successor in title may be prevented from carrying out their covenants and obligations contained herein.

11. Right of Access

11.1 Without prejudice to the Council's statutory rights of entry the Developer shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

11.2 The Developer shall permit TfL and its respective authorised employees and agents upon reasonable written notice to enter such parts of the Site at reasonable times as are reasonably necessary for the purpose of verifying whether or not the TfL Obligations have been performed or observed.

12. Waiver

No waiver (whether express or implied) by the Council or TfL of any breach or default by the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council or TfL from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Developer.

13. Interest on Late Payment

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council or TfL if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days after the date specified in a written invoice or demand from the Council, the Developer shall pay on demand to the Council or TfL (as the case may be) interest thereon at the interest rate of 4 (four) per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.

14. Indexation

Any sum referred to in the Agreement and required to be paid to the Council or TfL (as the case may be) shall be increased by an amount equivalent to the increase in the Index from the date of the Planning Permission until the date on which such sum is payable.

15. Enforcement Costs

Without prejudice to the terms of any other provision herein the Developer shall pay all costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably and properly incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Developer arising hereunder.

16. Administration Cost

The Developer covenants to pay the Administration Cost to the Council at least 28 days prior to Implementation of the Development and not to Implement the Development until the Administration Cost has been paid to the Council.

17. Legal Fees

17.1 The Developer shall pay on the date of this Agreement to the Council by way of a BACS or CHAPS transfer the Council's reasonable and proper legal costs incurred in the preparation and negotiation of this Agreement.

17.2 The Developer shall pay on the date of this Agreement to TfL its reasonable legal costs properly incurred in the negotiation and completion of this Agreement.

18. VAT

18.1 All consideration given in accordance with the terms of this Agreement shall be exclusive of any VAT properly payable in respect thereof.

18.2 The Developer acknowledges and agrees that if at any time VAT is required to be paid in respect of any Site and Development Contributions then to the extent that VAT had not been previously charged in respect of that contribution the Council and TfL (as applicable) shall have the right to issue a VAT invoice to the Developer and the VAT shall be paid by the Developer accordingly.

19. Notices

19.1 Any notice or other communication to be given under or in connection with this Agreement shall be in writing which for this purpose shall not include e-mail and should be addressed as provided in clause 19.3.

19.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

19.2.1 if delivered by hand, upon delivery at the relevant address; and

19.2.2 if sent by first class post, at 9.00 a.m. on the second Working Day after the date of posting,

except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following Working Day.

19.3 Subject to clause 19.4, the address, relevant addressee and reference for each Party are:

For the Council:

Address: Southwark Council, Development Management, Planning & Transport, Chief Executive's Department, PO Box 64529 London, SE1P 5LX;

Relevant addressee: The Director of Planning and Growth (for general enquiries); S.106/CIL Monitoring Officer (for planning obligation enquiries)

Reference: S106/RR020/314 and 21/AP/1361 and 21/AP/1364

For the Developer:

Address: GPE Limited, 3 Cavendish Square, London W1G 0PW

Relevant addressee: James Shipton

Reference: New City Court S106

For TfL:

Address: Transport for London, 5 Endeavour Square, London, E20 1JN
with a copy of the notice also sent by e-mail to
spatialplanning@tfl.gov.uk

Relevant addressee: Director of Spatial Planning

Reference: New City Court

19.4 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

19.4.1 the date specified in the notification as the date on which the change is to take place;
or

19.4.2 if no date is specified or the date specified is less than five clear Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after notice of any such change is given.

20. Determination of Disputes

20.1 Subject to clause 20.7, if any dispute arises relating to or arising out of the terms of this Agreement, either party to the dispute may give to the other written notice requiring the dispute to be determined under this clause 20. The notice is to propose an appropriate Specialist (as defined below) and specify the nature and substance of the dispute and the relief sought in relation to the dispute.

20.2 For the purposes of this clause 20, a “**Specialist**” is a person qualified to act as an expert in relation to the dispute having not less than ten years’ professional experience in relation to developments in the nature of the Development and property in the same locality as the Site.

20.3 Any dispute over the type of Specialist appropriate to resolve the dispute may be referred at the request of either Party to the President or next most senior available officer of the Law Society who will have the power, with the right to take such further advice as he may require, to determine the appropriate type of Specialist and to arrange his nomination under clause 20.4.

20.4 Any dispute over the identity of the Specialist is to be referred at the request of any Party to the President or other most senior available officer of the organisation generally recognised as being responsible for the relevant type of Specialist who will have the power, with the right to take such further advice as he may require, to determine and nominate the appropriate Specialist or to arrange his nomination. If no such organisation exists, or the Parties cannot agree the identity of the organisation, then the Specialist is to be nominated by the President or next most senior available officer of the Law Society.

- 20.5 The Specialist is to act as an independent expert and:
- 20.5.1 each party to the dispute may make written representations within ten Working Days of his appointment and will copy the written representations to the other party;
 - 20.5.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party;
 - 20.5.3 the Specialist is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as he or she may reasonably require;
 - 20.5.4 the Specialist is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 20.5.5 the Specialist is to have regard to all representations and evidence before him when making his decision, which is to be in writing, and is to give reasons for his decision; and
 - 20.5.6 the Specialist is to use all Reasonable Endeavours to publish his decision within thirty Working Days of his appointment.
- 20.6 Responsibility for the costs of referring a dispute to a Specialist under this clause 20, including costs connected with the appointment of the Specialist and the Specialist's own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the Specialist.
- 20.7 This clause 20 does not apply to disputes in relation to:
- 20.7.1 matters of law or the construction or interpretation of this Agreement which will be subject to the jurisdiction of the Courts; nor
 - 20.7.2 the terms of the Development Agreement to be entered into between the Developer, TfL and/or LUL; nor
 - 20.7.3 the LUL Easement to be granted by the Developer to LUL.

21. Contracts (Rights of Third Parties) Act 1999

A person who is not named in this Agreement does not have any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act 1999.

22. Miscellaneous

22.1 The construction validity and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.

22.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.

22.3 In the event of the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.

22.4 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council or TfL under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Agreement.

22.5 If the Planning Permission and all variations and modifications thereof shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the 1990 Act or is revoked or is otherwise withdrawn without the consent of the Developer or its successors in title but without prejudice to the Council's and TfL's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal this Agreement shall have no further effect thereupon.

22.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.

23. Community Infrastructure Levy

The Parties are satisfied that the planning obligations given by the Developer set out in this Agreement accord with the three statutory tests set out in Regulation 122 (2)(a)-(c) of the Community Infrastructure Levy Regulations 2010 (as amended).

24. Future Mortgagee

Any Mortgagee with a charge over the Site or part thereof created after the date of this Agreement shall have no liability under this Agreement unless it takes possession of the Site or part thereof or becomes a mortgagee in possession in which case it too will be bound by the obligations (but only to the extent such obligations bind that part of the Site in respect of which it has become a mortgagee in possession) as if it were a person deriving title from the Developer.

25. Good Faith

The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Agreement.

**SCHEDULE 1
Financial Contributions**

The Developer covenants with the Council and TfL:

1. Site and Development Contributions

- 1.1 To pay to the Council the Archaeology Contribution before carrying out any works of Demolition.
- 1.2 Not to carry out any work of Demolition until the Council has received the Archaeology Contribution in full.
- 1.3 To pay to the Council the Carbon Green Fund Contribution on or before Implementation.
- 1.4 Not to Implement the Development or any part of it until the Council has received the Carbon Green Fund Contribution in full.

2. TfL Contributions

- 2.1 To pay the Healthy Streets Contribution to TfL following Implementation as follows:
 - 2.1.1 the sum of £50,000 (fifty thousand pounds) Index Linked on receipt of written notice from TfL that it intends to carry out design and feasibility studies for the improvement of St Thomas Street (within a period of 5 years from Implementation and such notice to be copied to the Council) and which either form part of the St Thomas Street Healthy Streets Scheme or otherwise contribute towards the improvement of pedestrian and cycling infrastructure and the environment and public realm along the full length of St Thomas Street and including the junction of St Thomas Street and Borough High Street; and
 - 2.1.2 the sum of up to £750,000 (seven hundred and fifty thousand pounds) Index Linked on receipt of written notice from TfL specifying the final sum up to this maximum that it reasonably requires as a contribution towards the St Thomas Street Healthy Streets Scheme and/or the improvement of pedestrian and cycling infrastructure and the environment and public realm along the full length of St Thomas Street and including the junction of St Thomas Street and Borough High Street, such notice to be served on the Developer and copied to the Council at any time within a period commencing on the date of the Occupation and expiring on the fifth anniversary of such date,

both of which sums shall be paid within 20 Working Days from receiving written notice from TfL requesting the relevant sum to be paid.

2.2 To pay to TfL the Cycle Hire Docking Station Contribution and Legible London Contribution no later than six months prior to the anticipated date of first Occupation.

2.3 Not to Occupy the Development or any part of it until at least six months following the date that TfL has received the Cycle Hire Docking Station Contribution and Legible London Contribution in full.

3. Cycle Hire Scheme

3.1 Not to Occupy the Development until the Cycle Hire Scheme has been submitted to and approved by TfL and the Cycle Hire Scheme Contribution has been paid in full.

3.2 To comply with the Cycle Hire Scheme approved by TfL pursuant to paragraph 3.1 from the date of first Occupation and thereafter during the period of three years from the date of first Occupation.

4. Wayfinding

4.1 The Developer shall consult with TfL in relation to the wayfinding signage proposed to be delivered at the Development prior to its installation and no such signage shall be installed at the Development unless the Developer has had due regard to TfL's comments.

SCHEDULE 2

**Servicing and Deliveries, Highway Works, Travel Plan, Wind Mitigation Post Construction, and
LBC Application Management Plan**

1. Servicing and Deliveries

The Developer covenants with the Council and TfL:

- 1.1 Not to Occupy the Development until the Delivery and Service Management Plan has been submitted to and approved by the Council and TfL.
- 1.2 To comply with the Delivery and Service Management Plan approved pursuant to paragraph 1.1 above for the duration that the Development or any part of the Development remains Occupied.
- 1.3 Not to Occupy more than 75% of the Development until the Delivery and Service Monitoring Plan has been submitted to and approved by the Council and TfL with such determination to be issued by the Council and TfL promptly and in any event within 8 weeks of submission of the Delivery and Service Monitoring Plan in a form which the Council or TfL have not previously refused to approve.
- 1.4 To comply with the Delivery and Service Monitoring Plan approved pursuant to paragraph 1.3 above for the duration of the Delivery and Service Monitoring Period.
- 1.5 Not to Occupy more than 75% of the Development or any part of it until the (a) Delivery and Service Cash Deposit and the Delivery and Service Monitoring Fee has been paid to the Council in full and (b) the TfL Delivery and Service Monitoring Fee has been paid to TfL in full.
- 1.6 The Council shall be entitled to retain the Delivery and Service Cash Deposit in full in the event:-
 - 1.6.1 the Developer fails to submit or secure approval by the Council and TfL of the Delivery and Service Monitoring Plan before Occupation of more than 75% of the Development (unless otherwise agreed by the Council and TfL); or
 - 1.6.2 the Developer fails to submit any of the monitoring reports required to be submitted to the Council and TfL in accordance with the terms agreed as part of the Delivery and Service Monitoring Plan approved by the Council and TfL pursuant to paragraph 1.3 above (unless otherwise agreed by the Council and TfL); or
 - 1.6.3 after an initial warning, the number of Delivery and Service Vehicles visiting the Site continues to exceed the Delivery and Service Baseline Figure or any of the maximum numbers of vehicles comprised within the Delivery and Service Baseline Figure.

- 1.7 On the expiry of the Delivery and Service Monitoring Period, the Developer shall notify the Council and TfL that the Delivery and Service Monitoring Period has expired and provide an assessment as to whether or not the objectives set out within the Delivery and Service Management Plan have been achieved and provide a copy of the log book compiled during the Delivery and Service Management Plan Monitoring Period or such other record for monitoring vehicle movements as approved by the Council and TfL. In the event the Council and TfL are satisfied (acting reasonably) that the objectives and targets have been met, the Council shall return the Delivery and Service Cash Deposit in full with any interest which has accrued within 28 days of a determination that any such sums should be returned.
- 1.8 In respect of paragraph 1.6.3 above, the Council shall be entitled to rely on either data obtained as part of the monitoring reports provided by the Developer or as part of its own monitoring.

2. Highway Works

The Developer covenants with the Council and TfL:

- 2.1 Not to commence Above Ground Works until the Section 38/278 Highway Works Specification for the Council Section 38/278 Highway Works has been submitted to the Director of Planning and Growth and the Highway Development Manager and the Section 38/278 Highway Works Specification for the TfL Section 278 Highway Works has been submitted to TfL, and the Director of Planning and Growth, the Highway Development Manager and/or TfL (as appropriate) have approved such specifications in writing.
- 2.2 Not to commence the Section 38/278 Highway Works until the Developer has entered into the Section 38/278 Agreement with the Council in respect of the Council Section 38/278 Works and the Section 38/278 Agreement with TfL in respect of the TfL Section 278 Highway Works (and the Council and TfL hereby covenant to enter into the respective Section 38/278 Highway Agreements with the Developer) for the purpose of authorising the Section 38/278 Highway Works and securing them to the value of the Section 38/278 Highway Works Bond.
- 2.3 Not to Occupy the Development or any part of it until the Section 38/278 Highway Works detailed in the Section 38/278 Highway Works Specifications approved pursuant to paragraph 2.1 above have been completed in accordance with the relevant Section 38/278 Agreement to the reasonable satisfaction of the Director of Planning and Growth, the Highway Development Manager and/or TfL (as appropriate) unless alternative dates have been agreed in the relevant Section 38/278 Agreement or where it has been agreed that the relevant highway authority is undertaking the Section 38/278 Highway Works the Developer has paid the costs of these works to the relevant highway authority.

3. Travel Plan

The Developer covenants with the Council and TfL:

- 3.1 Not to Occupy the Development until the Travel Plan has been submitted to the Council and TfL and the Council and TfL have approved the plan in writing.
- 3.2 To implement and comply with the Travel Plan approved pursuant to paragraph 3.1 above for the duration that the Development or any part of the Development remains Occupied.

4. Wind Mitigation Post Construction

The Developer covenants with the Council and TfL:

- 4.1 The Developer shall submit the Wind Mitigation Post Construction Plan to the Council and TfL for approval by the Council (and approval by TfL to the extent relevant to the TfL road network or London Bridge underground station) following the construction of the exterior of the Main Building and not later than 3 months after first Occupation.
- 4.2 If the Wind Mitigation Post Construction Plan identifies adverse wind conditions as a result of the Development, the Wind Mitigation Post Construction Plan shall identify mitigation measures which, on approval by the Council (and approval by TfL to the extent relevant to the TfL road network or London Bridge underground station) and the grant of any necessary planning permission, shall be implemented by the Developer within a period of 4 months or such other period of time as may be agreed by the Council (and TfL where applicable) PROVIDED THAT nothing in this paragraph shall fetter the discretion of the Council in determining any planning application(s) for the wind mitigation measures. Unless otherwise agreed by the Council (and TfL where applicable), the mitigation measures shall be retained (and maintained) for the duration that the Development or any part of the Development remains Occupied.

5. LBC Application Management Plan

The Developer covenants with the Council:-

- 5.1 Prior to undertaking any LBC Works to notify the Council of the Developer's preferred accredited conservation architect and submit the name and details of such architect to the Council for approval in writing. In the event of any change to the conservation architect, the Developer shall notify the Council and update the LBC Application Management Plan as may be required.
- 5.2 Not to carry out any LBC Works until the LBC Application Management Plan has been submitted to the Council and the Council has approved the strategy in writing, such approval to be given within 8 weeks of the Developer submitting the LBC Application Management Plan and such other evidence as the Council may reasonably require.

- 5.3 The LBC Application Management Plan shall include (but not be limited to):
- 5.3.1 the listed status of the Site including the details of the special architectural and historical interest of the Site;
 - 5.3.2 the details of the LBC Works;
 - 5.3.3 key objectives and actions in the refurbishment of the listed buildings on the Site;
 - 5.3.4 fixtures of significance;
 - 5.3.5 policies for maintenance, repair and minor alterations including what work requires listed building consent or planning permission other than the LBC or Planning Permission; and
 - 5.3.6 such other matters or variations to the above as the Council and the Developer may reasonably agree from time to time should be included in the LBC Application Management Plan.
- 5.4 To comply with the approved LBC Application Management Plan (or any revised version approved by the Council) for the duration that the listed buildings within the Development or any part of it remains Occupied.

**SCHEDULE 3
Public Space**

The Developer covenants with the Council and TfL:

Part One

1. Public Space

- 1.1 Not to commence Above Ground Works until the Roof Gardens and Roof Gardens Access Management Plan have been submitted to the Council and the Council has approved the documents in writing.
- 1.2 Not to Occupy the Main Building or any part of it until the Public Realm, Roof Gardens and the Roof Gardens Access have been Completed to the reasonable satisfaction of the Council (and, in the case of the Public Realm, to the reasonable satisfaction of TfL) and a Provisional Certificate has been issued by the Council in respect of all of the works provided that the Council shall issue the Provisional Certificate promptly and in any event within 8 weeks of all reasonably required information.
- 1.3 To serve the Council with written notice of Completion of the Public Realm, Roof Gardens and the Roof Gardens Access within 14 days of its occurrence together with certified documentary evidence of the actual as constructed specification.
- 1.4 To permit the Council its agents and its surveyors access upon reasonable notice (SAVE FOR in the event of an emergency when no prior notice will be required) to inspect the Public Space.
- 1.5 To permit TfL its agents and its surveyors access upon reasonable notice (SAVE FOR in the event of an emergency when no prior notice will be required) to inspect the Public Realm.
- 1.6 The Developer shall be liable for the full cost of the delivery of the Public Space.

2. Defects

- 2.1 For the duration of the Defects Period, the Developer shall at its own expense and at no expense to the Council or TfL and to the reasonable satisfaction of the Director of Planning and Growth:
 - 2.1.1 maintain the Public Realm, Roof Gardens and the Roof Gardens Access; and

- 2.1.2 make good any defects arising out of defective design or workmanship discovered during the Defects Period and between the expiry thereof and the issue of the relevant Final Certificate

PROVIDED THAT the Defects Period shall be deemed to continue until any necessary remedial works have been properly completed and the relevant Final Certificate issued and for the avoidance of doubt the Director of Planning and Growth reserves the right to issue a Final Certificate only in respect of such part(s) of the Public Realm, Roof Gardens and the Roof Gardens Access and as many times as reasonably necessary until the entirety of the Public Realm, Roof Gardens and the Roof Gardens Access meets with his reasonable satisfaction and the Director of Planning and Growth will provide a certificate of discharge of the Developer's obligations in relation to the Public Realm, Roof Gardens and the Roof Gardens Access once he (acting reasonably) is satisfied that they have all been completed in accordance with the terms of this Schedule.

- 2.2 For the avoidance of doubt the Defects Period and the issue of a Provisional Certificate and a Final Certificate in respect of the Public Realm, Roof Gardens and the Roof Gardens Access is exercisable by the Council as local planning authority (in consultation with the local highway authority and, in relation to the Public Realm, with TfL) and as such are without prejudice to any further defects period or certification process which may apply to the Public Realm by virtue of any agreement entered into pursuant to section 278 of the Highways Act 1980.

3. Maintenance

- 3.1 In addition to the Defects Period referred to in paragraph 2 above, with effect from the date on which the public are permitted access to the Public Space, the Developer shall:
- 3.1.1 at no cost to the Council or TfL, permanently maintain, cleanse, drain and keep maintained, cleansed and drained the Public Space;
- 3.1.2 at no cost to the Council or TfL, permanently maintain a system of lighting to the reasonable satisfaction of the Council (and, in relation to the Public Realm, to the reasonable satisfaction of TfL) and ensure that such lighting operates effectively at all times whilst the Public Space is open to the public subject to matters outside its reasonable control; and
- 3.1.3 at all times repair maintain cleanse drain and light the Public Space in all respects to at least a comparable standard as if the Public Space were being maintained by a local authority.

Part Two

1. Access to the Public Realm

- 1.1 Subject to paragraphs 1.2 – 1.6 below, to provide full unrestricted public access to:
- 1.1.1 the Public Realm each and every day throughout the calendar year with the exception of the Georgian Passage which may be closed from 9pm on one day to 7am the next day;
and
- 1.2 Unless the Public Realm has already been closed pursuant to paragraph 1.3, they may be closed to the public 1 day a year to prevent public or private rights from coming into being by means of prescription or other process of law subject to giving reasonable prior notice to the Council and TfL.
- 1.3 The Developer may from time to time temporarily restrict or prevent access to the Public Realm or part(s) thereof by giving reasonable prior notice to the Council and TfL in writing (EXCEPT in cases of emergency or danger to the public when no prior notice or consent shall be required but the Council and TfL shall be notified of such closure as soon as practicably thereafter) but only for the following purposes:
- 1.3.1 repair maintenance and resurfacing works to the Public Realm;
- 1.3.2 the laying cleaning maintenance and repair of any cables wires pipes drains or ducts over along or beneath the Public Realm;
- 1.3.3 the inspection maintenance repair renewal rebuilding or demolition or development of any buildings now or hereafter on the Site or any part thereof;
- 1.3.4 if in the reasonable opinion of the Developer there shall be some danger to the public including as a result of adverse weather; and
- 1.3.5 for any other reasonable and sufficient cause and for such reasonable period as may be agreed in writing by the Council (and in respect of the Public Realm also with TfL),
PROVIDED THAT the Developer shall use Reasonable Endeavours to minimise the period of any such closure.
- 1.4 If the Director of Planning and Growth requests the closure of any part of the Public Realm to the public so as to avoid or prevent injury or damage to the general public then the Developer shall be entitled (without seeking the prior consent of the Council) immediately to close the affected part(s) of the Public Realm to the public for so long as may be reasonably required by the Director of Planning and Growth.
- 1.5 In the event of closure of any part(s) of the Public Realm by reason of emergency or danger or risk of injury or damage to the general public (whether at the Council's behest or not), the Developer shall promptly take all steps as are reasonably necessary which it may reasonably and practicably take to remove or overcome the emergency, danger or risk of injury or damage to the general public, failing which the Council (or, in the case of the Public Realm, TfL) may enter the

Site and undertake the said steps and recover the reasonable costs of doing so from the Developer but only after having first provided the Developer with an opportunity to carry out the said steps.

- 1.6 For the avoidance of doubt the provisions of this paragraph 1 of Part Two of this Schedule are without prejudice to the ability of the Developer acting reasonably to eject from or refuse access to the Public Realm any person(s) conducting themselves in a disorderly manner or behaving indecently or causing a nuisance SUBJECT TO the Developer acting at all times in accordance with the Public London Charter.

Part Three

1. Roof Gardens and Roof Gardens Access

- 1.1 No less than 3 months prior to first Occupation of the Office Floorspace the Developer shall submit the Roof Gardens Visitor Management Plan to the Council for approval and shall not Occupy or permit Occupation of the Office Floorspace and Roof Gardens until the Roof Gardens Visitor Management Plan has been approved.
- 1.2 The Developer shall comply with the terms of the approved Roof Gardens Visitor Management Plan (or any variation thereof as may be agreed with the Council) for the lifetime of the Roof Gardens.
- 1.3 The Developer shall allow the public to use the Roof Gardens Access at all times when the Roof Gardens are open to the public save for in the circumstances outlined in paragraph 1.6 of this Part Three.
- 1.4 The Developer shall keep the Roof Gardens open to the public free of charge at all times in accordance with the approved Roof Gardens Visitor Management Plan save as provided for in paragraph 1.5 below.
- 1.5 Public access to the Roof Gardens/ Roof Garden Access shall be provided at all times save in the following circumstances:
- 1.5.1 the requirement to carry out maintenance, cleaning, renewal and necessary or required works, including works associated with the landscaping to be provided within the Roof Gardens/Roof Garden Access and works of retail or café fitting out or other structural or non-structural alterations, where such maintenance, cleaning, renewal and necessary and required works can only be carried out by closing the Roof Gardens and/or Roof Gardens Access and any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public, and in any event shall not continue for more than

48 hours in any eight week period without the written approval of the Council (not to be unreasonably withheld or delayed);

- 1.5.2 for any event or activity that the Developer wishes to undertake provided the total number of events or activities does not result in a total closure time which exceeds the Permitted Closure Days (unless otherwise agreed with the Council) and PROVIDED FURTHER THAT:
 - 1.5.2.1 the total duration of such events shall not exceed 3 consecutive days;
 - 1.5.2.2 no more than 50% of the days on which such events are held shall fall at weekends;
 - 1.5.2.3 days on which such events are held shall exceed no more than 3 days per calendar month; and
 - 1.5.2.4 such events to be prohibited from occurring on public holidays and bank holidays;
- 1.5.3 for any other reasonable and sufficient cause and for such reasonable period as may be agreed in writing by the Council; and
- 1.5.4 closure during the hours of 8pm – 9am daily.
- 1.6 The provisions of this paragraph 1 of Part Three of this Schedule are without prejudice to the ability of the Developer acting reasonably to eject from or refuse access to the Roof Gardens to any person(s) conducting themselves in a disorderly manner or behaving indecently or causing a nuisance SUBJECT TO the Developer acting at all times in accordance with the principles of the Public London Charter.
- 1.7 The Developer is to maintain public liability insurance in relation to the Roof Gardens and Roof Gardens Access of not less than £10 million (ten million pounds).

SCHEDULE 4

Employment and Training, Construction Apprenticeships and Local Procurement

The Developer covenants with the Council:

1. Employment in Construction

- 1.1 Not to Implement the Development or any part of it until submitting an Employment and Skills Methodology to the Council for its approval in writing.
- 1.2 The Employment and Skills Methodology shall include but not be limited to the following matters:
 - (i) the method by which a Construction Industry Employment Contact shall be appointed and (ii) the responsibilities of the Construction Industry Employment Contact which shall include the following:-
 - 1.2.1 identifying Sustainable Employment Opportunities to lead to Sustained Construction Industry Employment;
 - 1.2.2 encouraging applications from Unemployed Borough Residents by liaising with Jobcentre Plus services within the Borough, employment service providers including Southwark Works, the voluntary and community sector, training providers and careers service providers including the Southwark Education Business Alliance;
 - 1.2.3 commissioning Short Courses where necessary and identifying financial resources for the delivery of appropriate construction industry training and skills certification;
 - 1.2.4 providing training to selected Unemployed Borough Residents in pre-employment skills, basic construction skills and site safety;
 - 1.2.5 supporting Unemployed Borough Residents and their employers through the transition into Sustained Construction Industry Employment for a minimum of 26 weeks; and
 - 1.2.6 recruiting Borough residents into Construction Industry Apprenticeships.
- 1.3 To appoint and retain a Construction Industry Employment Contact throughout the Construction Industry Employment Contact Period.
- 1.4 To use Reasonable Endeavours during the Construction Industry Employment Contact Period to:
 - 1.4.1 place a minimum of 117 Unemployed Borough Residents into Sustained Construction Industry Employment;
 - 1.4.2 train a minimum of 117 Borough residents using Short Courses;
 - 1.4.3 provide a minimum of 29 new Construction Industry Apprenticeships or NVQ Starts;
 - 1.4.4 ensure that their contractors and sub-contractors shall work with the Construction Industry Employment Contact and with local employment and skills agencies approved by the Council to recruit Borough residents into Construction Industry Apprenticeships; and
 - 1.4.5 produce the Construction Industry Employment and Training Report.

- 1.5. Following the submission to the Council of the final Construction Industry Employment and Training Report prior to Completion of the Development or such phase(s) of the Development as may be agreed in writing with the Council, the Council will assess if the targets outlined in paragraph 1.4 above have been achieved.
- 1.6 In the event that the targets in paragraphs 1.4 above have not been achieved to the reasonable satisfaction of the Council and whether or not Reasonable Endeavours have been used, the Council will notify the Developer in writing of the calculation of the Construction Industry Employment and Training Shortfall Contribution which shall be calculated using the following formula;
- 1.6.1 Shortfall against number of Unemployed Borough Residents in Sustained Construction Industry Employment x £4,300
- 1.6.2 Shortfall against number of Borough residents trained in Short Courses x £150
- 1.6.3 Shortfall against number of Construction Industry Apprenticeships or NVQ Starts x £1,500
- 1.7 If payable, the Developer will pay the Construction Industry Employment and Training Shortfall Contribution to the Council within 28 days of the notice referred to in paragraph 1.6 above.

2. Local Procurement

- 2.1 To work with the Council's local economy team or a nominee of the Council in the Borough to as far as practicable and in compliance with all applicable laws use Reasonable Endeavours to achieve the procurement of construction contracts and goods and services from organisations based in the Borough.
- 2.2 To use Reasonable Endeavours to obtain a total value of contracts procured from organisations based in the Borough of 10% of the total value of the construction contract or the number of contracts procured in relation to this Site.
- 2.3 To:
- 2.3.1 consider applications to tender received from SME's based locally for the provision of goods and services for the running of the Site, pre, during and post construction, and shall liaise with the Council through the Construction Industry Employment Contact to increase opportunities for local firms and people and use Reasonable Endeavours to ensure that any contractors and sub-contractors do the same;
- 2.3.2 include a written statement in their contracts with any contractors and sub-contractors encouraging them to liaise with the local economy team to discuss, agree and implement the arrangements as set out in this paragraph 2.3 and also in the Southwark Economic Wellbeing Strategy 2012-2022;

- 2.3.3 brief contractors and sub-contractors on the requirements of this paragraph 2.3 and encourage co-operation with the Council as a pre-requisite to accepting sub-contract tenders;
- 2.3.4 advertise sub-contracting and tendering opportunities to SME's (whose primary address is in the Borough) through Local Business networks/associations, business lists provided by the Council or a nominee of the Council (including a list of Pre-qualified Firms by the Council's procurement team) and the local press;
- 2.3.5 with its contractors and sub-contractors, resource and deliver, in consultation with the Council or a nominee of the Council, a minimum of three seminars on procurement policy and phasing in relation to the Development at an appropriate time before the Implementation Date and targeted at local firms in order to make them aware of the opportunities, timescales and procedures to be adopted in tendering for available work.

3. Employment in the End Use of the Development

- 3.1 No later than six months prior to first Occupation of the Office Floorspace of the Development the Developer shall submit an Employment and Skills Plan to the Council.
- 3.2 The Employment and Skills Plan shall;
 - 3.2.1 Identify 303 suitable Sustainable Employment Opportunities for Unemployed Borough Residents in the End Use of the Development;
 - 3.2.2 Identify the detailed mechanism through which the Sustainable Employment Opportunities will be filled, including, but not limited to, the name of the lead organisation, details of its qualifications and experience in providing employment support and job brokerage for unemployed people, and the name of the point of contact who will co-ordinate implementation of the Employment and Skills Plan and liaise with the Council;
 - 3.2.3 Define key milestones to be achieved and provide profiles for filling the Sustainable Employment Opportunities;
 - 3.2.4 Identify skills and training gaps required to gain Sustained Employment in the End Use of the Development, including the need for pre-employment training; and
 - 3.2.5 encourage applications from suitable Unemployed Borough Residents by liaising with the local Jobcentre Plus, employment service providers including Southwark Works, voluntary and community sector, training providers and careers service providers, including the Southwark Education Business Alliance.
- 3.3 The Developer shall submit the Employment and Skills Plan Report during the Employment and Skills Plan Period.

- 3.4 In the event that the Developer does not produce a Employment and Skills Plan or such plan is not approved by the Council (such approval not to be unreasonably withheld), the Developer will pay the Default Employment in the End Use Contribution within 28 days of receiving written notice from the Council.
- 3.5 Following the submission of the final Employment and Skills Plan Report at the end of the Employment and Skills Plan Period, the Council will assess if the targets included in the Employment and Skills Plan have been achieved and confirm the position in writing to the Developer within 56 days of the Developer submitting the final Employment and Skills Plan Report and such other evidence as the Council may reasonably require.
- 3.6 In the event that the targets in the Employment and Skills Plan have not been achieved to the satisfaction of the Council and whether or not Reasonable Endeavours have been used, the Council will notify the Developer in writing of the Employment in the End Use Contribution which shall be calculated using the following formula:-

Shortfall against number of Unemployed Borough Residents in Sustained Employment x £4,300

- 3.7 If required, the Developer will pay the Employment in the End Use Contribution to the Council within 28 days of receipt of the notice referred to in paragraph 3.6.

SCHEDULE 5

Station Works

The Developer covenants with the Council and TfL as follows:-

1. Station Works

- 1.1 Not to Commence the Development or any part of it until the Development Agreement which secures the key terms in paragraph 1.2 below has been entered into with TfL and/or LUL (as applicable).
- 1.2 The Development Agreement shall include but not be limited to the following key terms:
 - 1.2.1 a requirement on the Developer to design, carry out and complete the Station Works and the station access from King's Head Square (or procure such matters) at the sole cost of the Developer;
 - 1.2.2 programme and phasing for the delivery of the Station Works and the station access from King's Head Square by the Developer subject to obtaining all relevant consents and licences;
 - 1.2.3 the grant of all necessary rights from LUL to the Developer for the purpose of delivery of the Station Works and the station access from King's Head Square;
 - 1.2.4 LUL's requirements for completion and handover of the Station Works and the station access from King's Head Square;
 - 1.2.5 requirements on the Developer to deliver and meet all costs associated with the implementation of any temporary access arrangements required at London Bridge underground station during and as a result of the Development and the Station Works;
 - 1.2.6 a requirement for the Developer to grant LUL the LUL Easement;
 - 1.2.7 provisions securing compliance with LUL's infrastructure protection requirements in respect of those elements of the Development and Station Works that may, in the opinion of LUL, in their implementation or subsequently, have an impact on the safety of the railway assets and premises or operation of the railway and LUL's new and altered assets regime in respect of the Station Works;
 - 1.2.8 requirements for all LUL costs properly incurred by LUL in relation to:
 - 1.2.8.1 the negotiation of the Development Agreement and consideration of the Developer's proposals;

- 1.2.8.2 the review of the works to be undertaken pursuant to the Development and the Station Works to ascertain whether they may have an impact on the safety of the railway assets and premises or operation of the railway, and
 - 1.2.8.3 the review of the design and implementation of the Station Works,

based on LUL's standard list of costs provided to the Developer prior to the date of this Agreement; and
 - 1.2.9 all necessary protections required by LUL to ensure LUL infrastructure, assets and operations will not be adversely affected during the implementation of the Development and the Station Works.
- 1.3 The Developer shall not Occupy the Office Floorspace of the Development until:
 - 1.3.1 the Station Works have been completed and LUL has accepted the Station Works in to maintenance and their handover back to LUL in accordance with the Development Agreement; and
 - 1.3.2 the Developer has granted the LUL Easement to LUL.
- 1.4 The Station Works shall be carried out entirely at the Developer's cost and at no cost to the Council or TfL.
- 1.5 The Developer and TfL will use Reasonable Endeavours to agree the detailed terms of the Development Agreement with each other and, once agreed, enter into the Development Agreement (and TfL will use Reasonable Endeavours to procure that LUL enters into the Development Agreement) as soon as reasonably practicable following the date of this Agreement.

SCHEDULE 6

Energy

The Developer covenants with the Council:

1. Energy Strategy

- 1.1 To construct and deliver the Development in accordance with the Application Energy Strategy in order to achieve the Carbon Targets.
- 1.2 Unless otherwise agreed by the Council, to retain the energy efficiency measures delivered as part of the Development pursuant to paragraph 1.1 for the duration that the Development remains Occupied.
- 1.3 To commission an independent assessment of the energy efficiency of the Development on first Occupation and the first and third anniversary of first Occupation to assess the extent to which the Carbon Targets have been achieved.
- 1.4 To submit to the Council a copy of the independent assessment of the energy efficiency of the Development within 4 weeks of the dates referred to in paragraph 1.3 above.
- 1.5 In the event the independent assessment of the energy efficiency of the Development referred to in paragraph 1.4 above concludes that the Carbon Targets have not been met, the Developer shall submit an addendum to the Energy Strategy setting out proposals to achieve the Carbon Targets to the Council for approval.
- 1.6 In the event the Council approves the proposals set out in the addendum to the Energy Strategy, the Developer shall implement the proposals within 9 months of the date of the approval of the Council to the addendum to the Energy Strategy.
- 1.7 In the event the Developer and the Council are unable to agree, acting reasonably, on the proposals set out in the addendum to the Energy Strategy, the Council may require the Developer to pay a further carbon off-set contribution (in addition to the Carbon Green Fund Contribution) which shall be paid by the Developer to the Council in full within 28 days of written request for payment to be made.
- 1.8 The carbon off-set contribution referred to in paragraph 1.7 above shall be calculated based on £95 for every tonne of CO₂ omitted per year in excess of the Carbon Targets multiplied by 30 years and Index Linked.

- 1.9 The Carbon Targets shall be achieved against the Development and shall disregard:-
- (a) any system installed by occupiers of the Development and that are not within the direct control of the Developer; and
 - (b) any efficiency improvement/carbon reductions made through a connection to the District Heat Network referred to in paragraph 2 below.
- 1.10 To display a Display Energy Certificate (to be renewed and updated annually) in a position clearly visible from the street, and to submit details of the energy efficiency of the Development to the GLA using the GLA's online carbon portal for a period of 5 years from first Occupation of the Development.

2. District Heat Network

- 2.1. Not to Occupy the Development until the District Heat Network Strategy has been submitted to the Council and the Council has approved the strategy. The District Heat Network Strategy shall include but not be limited to:
- 2.1.1 how the Development will be designed and built so that it will be capable of connection from the Site boundary to the District Heat Network;
 - 2.1.2 demonstrate that the service interface within the Development can accommodate all known or expected and reasonable service entry routes including sleeves, pipework, reasonable access and space necessary for the purpose of connecting the commercial floorspace of the Development to the District Heat Network;
 - 2.1.3 confirmation that individual supplies to the commercial units will be metered;
 - 2.1.4 confirmation that the pipework to each commercial unit will be fitted with isolation valves and a heat meter so that consumption of energy can be monitored (if such technology is available for use at a reasonable cost);
 - 2.1.5 confirmation that allowance has been made within the commercial floorspace of the Development for hot water generation by way of heat exchangers connected to the District Heat Network;
 - 2.1.6 as far as reasonably practical, confirmation that the necessary equipment, plants, ducts or routes for pipes, meters, materials and other technology reasonably required (including plate heat exchanger and absorption chiller) are or will be available to facilitate connection to the District Heat Network.

- 2.2 The Council shall provide to the Developer a written response to the District Heat Network Strategy referred to in paragraph 2.1 of this Schedule within 12 weeks of receipt of the same and if the Council's written response is to the effect that the District Heat Network Strategy is not approved the Council must set out its reasons for not approving the said strategy and the Council and the Developer shall (both acting reasonably) discuss and use Reasonable Endeavours to reach agreement to the District Heat Network Strategy within a further period of 8 weeks from the first receipt by the Council of the District Heat Network Strategy or such other period as the Council and the Developer may agree.
- 2.3 In the event that the District Heat Network Strategy is not agreed within the said 8 week period referred to in paragraph 2.2 of this Schedule then either the Council or the Developer may refer the same for determination under Clause 20 of this Agreement.
- 2.4 Following receipt of the Council's written approval to the District Heat Network Strategy the Developer shall carry out the Development in accordance with the approved District Heat Network Strategy.
- 2.5 If within 10 years from the date of first Occupation of the Development a Connection Notice is served by the Council on the Developer then the Developer shall within six months of receipt of the Connection Notice submit the Feasibility Study to the Council for approval.
- 2.6 If the Council and the Developer agree that the Feasibility Study demonstrates that it is feasible and financially viable for the Development to connect into the District Heat Network then the Developer shall use Reasonable Endeavours to connect the Development to the District Heat Network in accordance with the approved District Heat Network Strategy (unless otherwise agreed) within a reasonable period following the date of the joint decision by the Council and the Developer that connection is feasible and financially viable.

3. Be Seen Monitoring

- 3.1 Within 8 weeks of the grant of the Planning Permission, the Developer shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators as outlined in the 'Planning stage' section / chapter of the 'Be Seen' Energy Monitoring Guidance for the consented Development. This shall be submitted to the GLA in accordance with the 'Be Seen' Energy Monitoring Guidance using the 'Be Seen' Monitoring Webform and sent to the Council.
- 3.2 Not to Occupy the Development until the Developer has provided updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the 'As-built stage' chapter of the 'Be Seen' Energy Monitoring Guidance. All data and supporting evidence shall be submitted to the GLA using the 'Be Seen' Monitoring Webform and sent to the Council. The Developer shall also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use

energy performance indicators, as outlined in the 'In-use stage' of the 'Be Seen' Energy Monitoring Guidance.

- 3.3 On the first anniversary of first Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four years after that date, the Developer shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter of the 'Be Seen' Energy Monitoring Guidance. All data and supporting evidence shall be submitted to the GLA using the 'Be Seen' Monitoring Webform and sent to the Council. This obligation shall be satisfied after the Developer has reported on all relevant indicators included in the 'In-use stage' chapter of the 'Be Seen' Energy Monitoring Guidance for at least five years.
- 3.4 In the event that the 'In-use stage' evidence submitted under paragraph 3.3 shows that the 'as-built stage' performance estimates derived from paragraph 3.2 have not been or are not being met, the Developer shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' Monitoring Webform. The Developer shall submit a plan comprising of measures identified in paragraph 3.3 to the GLA for approval and sent to the Council and which would be reasonably practicable to implement and a proposed timescale for implementation. The plan and measures referred to in paragraph 3.3 above as approved by the GLA shall be implemented by the Developer as soon as reasonably practicable.

**SCHEDULE 7
Affordable Workspace**

The Developer covenants with the Council:

1. Affordable Workspace Delivery

- 1.1 Not to reach the Topping-Out of the Development until the Affordable Workspace Specification has been submitted to the Council and the Council has approved the specification in writing provided always that a revised specification may be agreed from time to time by the Council in response to the specific requirements of the future occupier(s) of the Affordable Workspace.
- 1.2 Not to Occupy more than 50% of the Office Floorspace until the Affordable Workspace has been Completed in accordance with the Affordable Workspace Specification and to the reasonable satisfaction of the Council.

2. Affordable Workspace Strategy

- 2.1 Unless otherwise agreed by the Council, not to Occupy more than 20% of the Office Floorspace until the Affordable Workspace Strategy has been submitted to the Council and the Council has approved the strategy in writing.
- 2.2 The Affordable Workspace Strategy shall include but not be limited to:
 - 2.2.1 confirmation of whether or not the Affordable Workspace will be leased to an Affordable Workspace Provider or operated by the Developer itself as Affordable Workspace Provider;
 - 2.2.2 details as to the arrangements to provide the Affordable Workspace and how the arrangements are of a type and are designed to a specification that meets local demand;
 - 2.2.3 a marketing strategy to promote the space to an Affordable Workspace Provider or Eligible Tenants (as relevant);
 - 2.2.4 evidence of collaboration with the Council, Local Businesses, business associations, workplace providers and other stakeholders to identify businesses nominated for occupation;
 - 2.2.5 details of how the Affordable Workspace has been designed to accommodate a range of commercial uses appropriate to the type of use planned for or appropriate to that area;
 - 2.2.6 details of the terms upon which the Affordable Workspace will be leased and/or licenced to Eligible Tenants;
 - 2.2.7 the facilities to be made available to Eligible Tenants;
 - 2.2.8 details of any business incubator space to be provided as part of the Affordable Workspace and the arrangements to support the growth of the development of any such business; and

2.2.9 such other details as the Council may reasonably require.

2.3 Unless otherwise agreed by the Council, to comply with the Affordable Workspace Strategy approved pursuant to paragraph 2.1 above until at least the 30th anniversary of the Occupation of the Affordable Workspace.

3. Affordable Workspace Provision

3.1 Unless otherwise agreed by the Council, not to Occupy the Affordable Workspace other than as Affordable Workspace for a period of thirty (30) years from when the Affordable Workspace is first Occupied.

3.2 To keep any vacant Affordable Workspace in good condition.

3.3 Unless otherwise agreed by the Council, to market the Affordable Workspace to those living or whose business is operating within the Borough for the duration of the Affordable Workspace Marketing Period in accordance with the provisions of this paragraph 3.

3.4 In the event that the Affordable Workspace remains unoccupied after the expiry of the Affordable Workspace Marketing Period and SUBJECT TO the Developer submitting to the Council details of the efforts taken to market the Affordable Workspace to Eligible Tenants living or whose business is operating within the Borough during the Affordable Workspace Marketing Period, the Affordable Workspace may be marketed to Eligible Tenants living or whose business is primarily operating outside the Borough. Any lease and/or licence to an Eligible Tenant living or whose business is primarily operating outside the Borough shall be limited to a maximum duration of five (5) years (unless otherwise agreed by the Council) and may only be extended with the Council's approval where attempts to find an Eligible Tenant based within the Borough have been unsuccessful. On the termination of any lease and/or licence of the Affordable Workspace the provisions of paragraph 3.2 and this paragraph shall re-apply.

4. Determination of Rent

4.1 To determine the Local Market Rent of the Affordable Workspace as follows:-

4.1.1 the Developer shall commission an independent valuer to provide a full written assessment of the Local Market Rent of the Affordable Workspace (such assessment to be prepared within 12 months of the anticipated date of first Occupation (but the valuation shall relate to the anticipated date that such areas will be available for first Occupation)) prepared, subject to any variations required by this Agreement, in line with the RICS Red Book and the conclusions in the assessment will be clearly supported by comparable evidence; and

- 4.1.2 the assessment produced by the independent valuer shall be submitted to the Council for approval and if approved this figure shall be deemed to be the Local Market Rent.
- 4.2 In the event that the Council does not accept the figure provided in accordance with paragraph 4.1 above, the Council may commission another valuer to provide a full written assessment of the Local Market Rent of the Affordable Workspace (as at the date that such Affordable Workspace will be available for first Occupation) prepared, subject to any variations required by this Agreement, in line with the RICS Red Book. The Developer shall pay the reasonable and proper costs of the valuer in respect of the operation of this paragraph 4.2.
- 4.3 If the two figures produced under paragraph 4.1 and 4.2 are:-
- 4.3.2 no more than 10% apart, then the average of those two figures shall be deemed to be the Local Market Rent; or
- 4.3.3 more than 10% apart, then the Developer and the Council will (unless otherwise agreed by the Council) jointly commission a third valuer to provide a written assessment of the Local Market Rent of the Affordable Workspace (as at the anticipated date that such Affordable Workspace will be available for first Occupation) prepared, subject to any variations required by this Agreement, in line with the RICS Red Book and the average of the three figures produced under paragraphs 4.1 and 4.2 and this subparagraph shall be deemed to be the Local Market Rent of the Affordable Workspace.
- 4.4 The rent payable in respect of the Affordable Workspace shall not be more than the Affordable Workspace Rent.

5. Flexible Retail/Office Unit

- 5.1 For a period of thirty (30) years from first Occupation of the Affordable Workspace the Flexible Retail/Office Unit shall only be used for office use once the Developer has either:
- 5.1.1 provided additional floorspace within the Development on the same basis as the Affordable Workspace (and such space shall thereafter be treated as if it were part of the Affordable Workspace as defined by this Agreement and an updated Affordable Workspace Strategy shall be submitted for the Council's approval to include such floorspace) to ensure that a total of no less than 10% of the office floorspace within the Development (including the Flexible Retail/Office Unit) is available to be managed for a period of thirty (30) years from first Occupation of the Affordable Workspace pursuant to an Affordable Workspace Lease and leased/licenced to Eligible Tenants at no more than the Affordable Workspace Rent; or
- 5.1.2 made a payment in lieu of additional on-site provision to the Council (to be calculated in accordance with the Council's published calculator/methodology in force at the time) to be applied by the Council towards the provision within the Borough of affordable workspace.

Annex 1

Affordable Workspace: Lease Heads of Terms

Parties:	TBC
Demise:	A total of 10% of the Development comprising Affordable Workspace and which consists of the following parts: (a) 1,120 sq m (NIA) which is located on the lower ground, ground, mezzanine, level 1 and 2 of the Georgian Terrace (" Georgian Terrace Affordable Workspace "); (b) 2,116 sq m (NIA) which is located on the lower ground level of the Main Building (" Main Building Affordable Workspace "); (c) 307 sq m (NIA) which is located on the ground, mezzanine, level 1 and level 2 of Keats House (" Keats House Affordable Workspace ")
Lease:	Internal repairing lease for a term of up to thirty (30) years to commence no earlier than Completion of the relevant Part of the Affordable Workspace unless at the tenant's request.
Use:	Georgian Terrace Affordable Workspace - Class E(g)(i) Main Building Affordable Workspace – Class E(g)(i) Keats House Affordable Workspace – Class E(g)(i)
Rent:	Affordable Workspace Rent as defined in this Agreement. To be calculated on the GIA.
Rent Review:	Five yearly upward only; index linked.
Rent Free Period:	6 months from the grant of the lease.
Alienation:	The Tenant may grant leases/licences to Eligible Tenants subject to the Developer's approval (not to be unreasonably withheld).
Insurance:	Tenant to insure their own fixtures and fittings and to provide third party liability insurance. Landlord to insure building structure.
Utilities:	Affordable Workspace to be served by electricity, water, drainage.
Compliance:	Tenant responsible for compliance with legislation and regulations and where appropriate both parties to co-operate
Rights granted:	Tenant to be granted reasonable rights of access including in respect of general access, emergency escape, cycling, refuse and loading facilities.
Alterations:	Tenant may not carry out any structural alterations. No consent will be required for non-structural alterations (save for alterations which trigger a requirement for listed building consent) however the Tenant must provide the Landlord with full details of such alterations prior to carrying out such works. All alterations to be compliant with the relevant regulations.
1954 Act:	Tenant will have no statutory right or renewal (and will be contracted out) as will any sub-lease.
Reinstatement:	Tenant will be required to offer up the premises in the condition in which they were let, clean and tidy, decorated condition free of the tenant's possessions and rectifying any dilapidations identified by the Landlord's surveyor but the tenant will not be required to undertake any structural works.

**GPE 8 AUGUST
SUBJECT TO CONTRACT**

- Break clause: Tenant will be entitled to operate a break clause after five (5) years with six (6) months' notice given to the landlord.
- Legal costs: Each party to bear its own.
- Service charges: Service Charges to be levied in adherence to RICS Code of Practice: Service Charges in Commercial Property and subject to the arbitration procedures therein. Service Charges to be a fair and reasonable proportion of the cost of the services provided by the Landlord and in any event capped at £4.50 per sq ft per annum.

Annex 2
Affordable Workspace Specifications

GEORGIAN TERRACE AFFORDABLE WORKSPACE SPECIFICATION

1. Compliance

The Affordable Workspace must comply with all statutory requirements and be compliant with the principles contained in the Equalities Act 2010.

2. Specification

2.1 Floor

Timber floor boards on joists.

Acoustic insulation between different occupiers to meet the requirements of Building Regulations and sufficient to acoustically separate each part of the building, notably floors that separate workspaces from other occupiers.

2.2 Ceiling

White painted plasterboard

2.3 Walls

External walls to be partly glazed, or white painted plasterboard, - or such other plans as may be approved by the Council.

Internal walls to be white painted dry lining / plaster finish to masonry / metal stud walls with appropriate acoustic / fire separation to other adjacent spaces / occupiers.

2.4 Door

Doors on all floors to be appropriate heritage style timber with manual key locking.

2.5 Power, Electrical and Lighting

Power supply and distribution board DDA compliant.

To have an appropriate number of recessed ceiling LED light fittings, linked to daylight and occupancy sensors and automatically dimmed.

To have recessed wall mounted sockets, at not fewer than one per 100sqft.

Adequate emergency lighting.

Three phased power supply: to be provided to the main distribution board. KVA specification to be agreed by the Council.

2.6 Heating

Provided to meeting building regulation requirements and appropriate for user comfort.

2.7 Ventilation

Mixed mode ventilation for building occupants to building regulations requirements

2.8 Toilet, Wash station and Kitchen Area

Cold and hot running water to WCs and provided capped at each floor to enable Kitchen / Wash stations.

Accessible WCs

White painted plasterboard moisture resistant in WCs.

Provide mechanical extraction and appropriate lighting to the toilets.

Toilet doors to be hinged solid core and lock.

Capped services to enable kitchen sink / wash station.

2.9 Fire

Fire detection system within each floor area connected to central fire control panel in compliance with regulations.

3. Telecommunications

Diverse central comms rooms, with containment to tenant areas enabling connection to local cable provider networks.

4. Means of escape

Adequate means of escape, that complies with the statutory requirements.

5. Signage

Signage as required by building control.

KEATS HOUSE AFFORDABLE WORKSPACE SPECIFICATION

1. Compliance

The Affordable Workspace must comply with all statutory requirements and be compliant with the principles contained in the Equalities Act 2010.

2. Specification

2.1 Floor

Medium duty raised access floor on pedestals to concrete slab.

Acoustic insulation between different occupiers to meet the requirements of Building Regulations and sufficient to acoustically separate each part of the building, notably floors that separate workspaces from other occupiers.

2.2 Ceiling

Exposed structural frame

2.3 Walls

External walls to be partly glazed, insulated exposed masonry or white painted plasterboard where internally insulated, - or such other plans as may be approved by the Council.

Internal walls to be glazed or white painted metal stud plasterboard, with appropriate acoustic / fire separation to other adjacent spaces / occupiers.

2.4 Door

Entrance doors onto floors 1,2,3 to be glass panel with containment for electronic key fob locking and manual key locking.

2.5 Power, Electrical and Lighting

Power supply and distribution board DDA compliant.

To have an appropriate number of ceiling fixed LED light panels, linked to daylight and occupancy sensors and automatically dimmed.

To have containment to enable floor sockets, at not fewer than one per 100sqft.

Adequate emergency lighting.

Three phased power supply: to be provided to the main distribution board. KvA specification to be agreed by the Council.

2.6 Heating

Provided to meeting building regulation requirements and appropriate for user comfort.

2.7 Ventilation

Mixed mode ventilation including mechanical fresh air circulation for building occupants to building regulations requirements

2.8 Toilet, Wash station and Kitchen Area

Cold and hot running water to WCs and provided capped at each floor to enable Kitchen / Wash stations.

Accessible WCs

White painted plasterboard moisture resistant in WCs.

Provide mechanical extraction and appropriate lighting to the toilets.

Toilet doors to be hinged solid core and lock.

Capped services to enable kitchen sink / wash station.

2.9 Fire

Fire detection system within each floor area connected to central fire control panel in compliance with regulations.

3. Telecommunications

Diverse central comms rooms, with containment to tenant areas enabling connection to local cable provider networks.

4. Means of escape

Adequate means of escape, that complies with the statutory requirements.

5. Signage

Signage as required by building control.

MAIN BUILDING AFFORDABLE WORKSPACE SPECIFICATION

1. Compliance

The Affordable Workspace must comply with all statutory requirements and be compliant with the principles contained in the Equalities Act 2010.

2. Specification

2.1 Floor

Medium duty raised access floor on pedestals to concrete slab.

Acoustic insulation between different occupiers to meet the requirements of Building Regulations and sufficient to acoustically separate each part of the building, notably floors that separate workspaces from other occupiers.

2.2 Ceiling

Exposed concrete ceiling.

2.3 Walls

External walls to be partly glazed unitised façade system - or such other plans as may be approved by the Council.

Internal walls to be exposed concrete / white painted metal stud plasterboard, with appropriate acoustic / fire separation to other adjacent spaces / occupiers.

2.4 Door

Entrance doors onto floors 1 & 2 to be glass panel with containment for electronic key fob locking and manual key locking.

2.5 Power, Electrical and Lighting

Power supply and distribution board DDA compliant.

To have an appropriate number of ceiling hung LED light panels, linked to daylight and occupancy sensors and automatically dimmed.

To have containment to enable floor sockets, at not fewer than one per 100sqft.

Adequate emergency lighting.

Three phased power supply: to be provided to the main distribution board. KVA specification to be agreed by the Council.

2.6 Heating

Provided to meeting building regulation requirements and appropriate for user comfort.

2.7 Ventilation

Provide mechanical fresh air circulation and ventilation for building occupants to building regulations requirements

2.8 Toilet, Wash station and Kitchen Area

Cold and hot running water to WCs and provided capped at the core to enable Kitchen / Wash stations.

Accessible WCs

White painted plasterboard moisture resistant in WCs.

Provide mechanical extraction and appropriate lighting to the toilets.

Toilet doors to be hinged solid core and lock.

Capped services at the core to enable kitchen sink / wash station.

2.9 Fire

Fire detection system within each floor area connected to central fire control panel in compliance with regulations.

3. Telecommunications

Diverse central comms rooms, with containment to tenant areas enabling connection to local cable provider networks.

4. Means of escape

Adequate means of escape, that complies with the statutory requirements.

5. Signage

Signage as required by building control.

**SCHEDULE 8
Council's and TfL's Obligations**

1. Council's Obligations

- 1.1 The Council shall, pursuant to the Local Government Act 2003, be at liberty to charge any financial contributions it receives to a Council revenue account and the Parties agree that this shall be without prejudice to the Council's right to apply the Site and Development Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 1.2 The Council agrees to use the Site and Development Contributions for the purposes for which they are paid.
- 1.3 To the extent that any of the Site and Development Contributions have been provided and the purposes for which they have been provided can be reasonably provided by the Council for less than the corresponding amount identified for its provision and in respect of which the contributions have been paid, the resulting surplus and interest may be expended or applied by the Council as appropriate on any of the other facilities referred to in this Agreement.
- 1.4 The Council agrees to, at the written request of the Developer, provide written confirmation of the discharge of any of the obligations contained within this Agreement subject to the payment of the Council's reasonable costs in connection with any such request.
- 1.5 In the event that the Council has not spent, entered into a commitment to spend or allocated for expenditure the Site and Development Contributions or part thereof ten (10) years from the date on which the relevant Site and Development Contribution was received by the Council, then upon receipt of a written request from the Developer, the Council will repay the relevant amount to the Developer together with any interest accrued.

2. TfL's Obligations

- 2.1 TfL agrees to use the TfL Contributions for the purposes for which they are paid.
- 2.2 In the event that TfL has not spent, entered into a commitment to spend or allocated for expenditure any TfL Contribution or part thereof ten (10) years from the date on which the relevant TfL Contribution was received by TfL, then upon receipt of a written request from the Developer, TfL will repay the relevant amount to the Developer together with any interest accrued.

Annexures
Drawings and Plans

Drawing No.	Title
-	Site Plan
20065_X_00_P034	Building Outline
20065_X_00_P036	Basement Extent
20065_X_00_P037	Public Realm Extent
20065_X_00_P027	Public Realm Ground
20065_X_00_P028	Roof Gardens Access - Ground
20065_X_00_P030	Roof Gardens Access – Lift - Ground
20065_X_00_P029	Roof Gardens – Level 24
20065_X_00_P019 20065_X_00_P021 20065_X_00_P022 20065_X_00_P023 20065_X_00_P024	Affordable Workspace – Lower Ground Affordable Workspace – Ground Affordable Workspace – Ground Mezzanine Affordable Workspace – Level 1 Affordable Workspace – Level 2
20065_X_00_P032	Council section 38/278 Highway Works
20065_X_00_P033	TfL section 278 – Limit of Highway Works
20065_X_00_P035	Proposed LUL Station Works

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written

The Common Seal of **THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF SOUTHWARK** was hereto affixed in the
presence of:

Authorised Signatory

Executed as a Deed by **G.P.E. (ST THOMAS
STREET) LIMITED** by two directors or one
director and the company secretary :

Director

Director / Secretary

Executed as a Deed by
TRANSPORT FOR LONDON
affixing its common seal
in the presence of:

Authorised Signatory