Lee Valley Regional Park Authority
Myddelton House, Bulls Cross
Enfield, Middlesex EN2 9HG
Tel: 01992 717711 Fax: 01992 719937

Your ref: [LDN23/G5750/8/2]

Lee Valley Park

Secretary of State for Trade and Industry
c/o Government Office for London
North East London Planning Floor 9
Riverwalk House
157-161 Millbank
LONDON SW1P 4PR

For the attention of Janet Stock

5 May 2006

Dear Madam

THE LONDON DEVELOPMENT AGENCY (LOWER LEA VALLEY, OLYMPIC AND LEGACY) COMPLUSORY PURCHASE ORDER 2005 ("THE ORDER")

We can confirm that we have reached agreement with the London Development Agency and please accept this letter as confirmation that we have withdrawn our objection to the Order.

Further, we hereby withdraw all evidence and other material submitted in support of that objection and request that it is disregarded when it comes to deciding whether or not to confirm the Order.

We would be grateful if you could acknowledge receipt of this letter.

Yours faithfully

Vivien Blacker
Deputy Chief Executive

c.c. Graham Groom, Programme Officer, Olympic CPO Inquiry
Rosanna Lawes. London Development Agency

GOVERNMENT OFFICE
FOR LONDON

Laurence Brown
Head of Property
Lee Valley Regional Park Authority
Myddleton House
Bulls Cross
Enfield
Middlesex EN2 9HG

North East London Planning
Floor 9
Riverwalk House
157-161 Millbank
London SW1P 4RR

Tel: 0207 2173130
Fax: 0207 217 3474
Email: janet.stock@gol.gsi.gov.uk

Your ref:
Our ref: LRP51/Q5300/01

3 May 2006

Dear Sir

LEE VALLEY REGIONAL PARK ACT 1966 - SECTION 21(2)(a)
APPLICATION FOR CONSENT FOR THE GRANT OF LEASES AND DISPOSAL OF LAND TO THE LONDON DEVELOPMENT AGENCY
RE: LAND AT ETON MANOR SPORTS GROUND, EASTWAY CYCLE CIRCUIT AND EASTERN LAND, *LEE VALLEY PARK, STRATFORD*

1. I am directed by the First Secretary of State ("the Secretary of State") to refer to your letter of 27 April 2006 in which your Authority seeks his consent under section 21(2)(a) of the Lee Valley Regional Park Act 1966, for the above application. He notes that further to his consent on 21 March 2005 there have been some changes to the earlier application which indicate that his consent is required as a result of some changes to the terms relating to the disposal of the above land.

2. The Secretary of State has considered these changes and alterations and, on the information before him, and in pursuance of the powers conferred on him by section 21(2)(a), he hereby consents to the disposal of land at Eton Manor Sports Ground, Eastway Cycle Circuit and Eastern Land, as shown in red on the plan enclosed with your letter of 27 April 2006, and which consists or forms part of an "open space" within the meaning given by subsection 3 of the said section 21; such disposal being by way of the granting of leases and transfer of land by the Authority to the London Development Agency for the delivery of facilities for the London 2012 Olympic and Paralympic Games. The disposal for which consent is given is as now set out in your letter of 27 April 2006 and enclosures and replaces his consent of 21 March 2005.

3. This consent applies only to the disposal which is described in paragraph 2 above.

Yours faithfully

Janet Stock
Signed by authority
of the First Secretary of State

INVESTOR IN PEOPLE

Packer, Mark

From: Richard.Vernon@ashurst.com
Sent: 04 May 2006 09:35
To: Packer, Mark
Cc: Richard.Vernon@ashurst.com
Subject: Lower Lee Valley CPO-Ministerial Consent for Acquisition of Land from LVRPA

Please see below.
Richard.

Janet Stock
Government Office for London
Casework Manager-North East London Planning
Floor 9 Riverwalk House
157 Millbank
London SW1P 4RR

27th April 2006

Dear Madam,

Lower Lee Valley CPO

Following my telephone call to your offices yesterday I am writing to seek consent from the Secretary of State to the leasehold transfer of land from Lee Valley Park Authority to the London Development Agency to enable the construction of the Olympic development and subsequent legacy works.

The land referred to comprises the Eastway Cycle Circuit together with associated land and the Eton Manor Playing Field also known as the Eastway Sports Centre.

The Minister may recall that the Olympic Agreement was entered into between the LDA and the Authority on 11th January 2005 the purpose of which was to assist the LDA in the delivery of the land and facilities required for the Olympics 2012.To assist you copies of the original Authority Paper No 3770 together with amended recommendations, appendix, Authority Minutes and Ministerial Consent letter are attached for your ease of reference.

On 16th November 2005 the LDA made a Compulsory Purchase Order which included the property.

On 14th December 2005 The Authority sent a letter to Government Office for London formally objecting to the CPO whilst indicating that the Authority supports the principle of the proposed Olympic Games and Legacy Development proposed within the Lower Lee Valley and expressed its willingness to enter into negotiations with the LDA.

On 20th April 2006 Lee Valley Regional Park Authority Members approved the entering into of a Supplemental Agreement varying the Olympic Agreement and as part of the variations LVRPA will agree to withdraw its objection to the CPO and the LDA will agree not to pursue the confirmation of the CPO in respect of the property.

Except for the variations as described in paragraph 3 of Appendix A to Committee Paper 3869 the Supplemental Agreement expressly states that the Olympic Agreement remains in full force and effect including:-

- The obligations to carry out the legacy development including works to Olympic Structures, reinstatement of the Cycle Circuit;
- LDA's option to acquire the Eastern Land at open market value with overage

- The reasonable endeavours obligation to provide 2 for 1 replacement land if the Eastern Land is acquired by the LDA.

Please see attached Paper 3869 which informed Authority Members of the proposed CPO and recommended the approval of the terms of the Supplemental Agreement. Minutes confirming this, are also attached dated 20-04-06.

I understand that under Section 21 (2a) of the Lee Valley Regional Park Act 1966 we are required to obtain consent for the grant of leases for a term in excess of 7 years and having previously received ministerial consent this is notification of change to our original agreement with the LDA as a result of the Lower Lee Valley CPO.

The Authority believes that it has negotiated the best outcome but resolved to seek consent and approval from the Secretary of State on this issue as necessary.

If you require any further information to assist you in reaching a decision please do not hesitate to contact me; I would also be pleased to explain to you in person should you so wish.

Please note that the Authority Paper was tabled as a Part 2 confidential and therefore we respectfully ask that you do not pass this on to a third party without our consent.

A hard copy of this letter together with enclosures is also being sent. I would be grateful for your acknowledgement of receipt please.

Yours faithfully,

Laurence Brown
Head of Property

Laurence Brown - Head of Property

Direct: 01992 709883 Mobile: 07834 199445

Lee Valley Park
Open spaces and sporting places

Lee Valley Regional Park Authority
Myddelton House, Bulls Cross, Enfield, Middlesex EN2 9HG
Telephone: 01992 717711 Fax: 01992 719937

****

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EVERSHEDS

Formula 5
Packer/Curnow
3.30 pm
5 May 2006
Curnow
Ashurst

Dated 5th May 2006

(1) LEE VALLEY REGIONAL PARK AUTHORITY

(2) LONDON DEVELOPMENT AGENCY

Supplemental agreement

---

relating to the Olympic Agreement dated 11 January 2005 in respect of land at Lea Valley

Eversheds LLP
Senator House
85 Queen Victoria Street
London EC4V 4JL

T +44 (0) 20 7919 4500
F +44 (0) 20 7919 4919
DX 83 Chancery Lane WC2
www.eversheds.com

PARTICULARS

Date	5th May 2006
LVRPA	LEE VALLEY REGIONAL PARK AUTHORITY of Myddelton House, Bulls Cross, Enfield, Middlesex, EN2 9HG.
LDA	LONDON DEVELOPMENT AGENCY of 23rd Floor One Churchill Place, Canary Wharf, London E14 5LN.
Principal Agreement	The Olympic Agreement dated 11 January 2005 made between (1) the LVRPA and (2) the LDA.

THIS SUPPLEMENTAL AGREEMENT is made on the date set out in the Particulars

BETWEEN

(1) The LVRPA; and

(2) The LDA.

BACKGROUND

(A) The Principal Agreement was entered into by the parties to this Supplemental Agreement. The Conditions Precedent referred to in Part 1 and Part 2 of Schedule 3 to the Principal Agreement were satisfied in accordance with the terms of the Principal Agreement.

(B) On 16 November 2005 the LDA made the Order (as defined in clause 4 below).

(C) On 14 December 2005 the LVRPA objected to the Order.

(D) The parties to this Supplemental Agreement have agreed to vary the Principal Agreement on the terms set out in this Supplemental Agreement.

OPERATIVE PROVISIONS

1. **CHANGES TO THE PRINCIPAL AGREEMENT**

Subject to clause 3 the terms of the Principal Agreement are varied as set out in the **Schedule** and such variations are deemed to have taken effect from and including the date of the Principal Agreement.

2. **INCORPORATION OF PRINCIPAL AGREEMENT**

For the purposes of section 2 Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Principal Agreement, as amended by **clause 1** and the Schedule, are incorporated into this Supplemental Agreement and remain in full force and effect.

3. **MINISTERIAL CONSENT**

3.1 It is a condition precedent of this Supplemental Agreement that LVRPA obtains Ministerial Consent.

3.2 LVRPA shall immediately following the date of this Supplemental Agreement prepare an application to the Minister for Ministerial Consent and shall supply a copy of such application to LDA.

3.3 Following the making of the application to the Minister for Ministerial Consent LVRPA shall use all reasonable endeavours to secure the grant of Ministerial Consent and shall keep LDA informed of the progress of the application.

3.4 On the grant to LVRPA of Ministerial Consent LVRPA shall within 5 working days of such grant notify LDA of the grant of Ministerial Consent and shall supply LDA with a copy of the Ministerial Consent.

3.5 The Challenge Period shall apply to the grant of Ministerial Consent as it applies to the grant of Planning Permission and a Planning Refusal.

3.6 Notwithstanding the grant of Ministerial Consent this condition precedent shall not be satisfied until the Challenge Period has expired.

3.7 If any challenge by way of judicial review is made in respect of the grant of Ministerial Consent within the Challenge Period then this condition precedent shall not be satisfied unless or until the right to continue the challenge has either been abandoned or lost or finally disposed of leaving in place a Ministerial Consent.

4. WITHDRAWAL OF OBJECTION TO ORDER AND EXCLUSION OF PROPERTY FROM THE ORDER

4.1 For the purposes of this Supplemental Agreement the following definitions shall have the following meanings:-

"GOL"	The Government Office for London.
"Inspector"	any inspector appointed by the Secretary of State to make a recommendation as to whether an Order should be confirmed.
"Order"	means The London Development Agency (Lower Lea Valley, Olympic and Legacy) Compulsory Purchase Order 2005.
"Secretary of State"	the Secretary of State for Trade and Industry or such other person who shall for the time being have the power to confirm the Order.

4.2 The LVRPA:-

4.2.1 agrees that on the date of this agreement it shall provide to the LDA a letter(s) in the form attached at Appendix A confirming the withdrawal of any objections made by or on behalf of the LVRPA to the Order:

4.2.2 to the Secretary of State via the offices of GOL;

4.2.3 to the Inspector;

4.2.4 to the LDA;

4.2.5 shall not raise or solicit on its behalf any objection to the Order.

4.3 The LDA agrees that on the date of this agreement it shall provide to the LVRPA a letter in the form attached at Appendix B confirming that the LDA will not pursue the confirmation of the Order in respect of the Property.

5. CONFORMED COPY

It is acknowledged that the conformed copy of the Principal Agreement attached at Appendix D sets out the terms of the Principal Agreement as varied by this Supplemental Agreement.

6. EXECUTION

The parties to this Supplemental Agreement have signed it on the date set out in the Particulars.

SCHEDULE

Variations to the Principal Agreement

1.

1.1 The following definitions replace the equivalent definition in clause 1.1 the Principal Agreement:-

"Alternative Cycle Facilities"	means temporary cycle facilities: a) at Rammey Marsh or b) at Hogg Hill or c) such other alternative location as may be agreed with LVRPA and which in any case satisfy all of the Minimum Criteria and which are appropriate for temporary use.
"Conditions Precedent"	means the conditions set out in Part 1, Part 2 and Part 3 of Schedule 3 or any of them as the context may require.
"Cycle Circuit Land"	means the land shown at the date of this agreement for identification purposes only edged orange on the Property Plan and as is comprised in title numbers EGL7626 (part) EGL355063 25180 EGL70053 EGL227909 EGL479021 and EGL480376 and references to the Cycle Circuit Land in this agreement shall include any former part of the Eastern Land which is required for the purposes of the Legacy Development.
"Eastern Land"	means such part of the land shown at the date of this agreement for identification purposes only edged green on the Property Plan and as is comprised in title number EGL7626 (part) and EGL479020 which is not otherwise required for the ~~Olympic~~ Legacy Development and references to the Eastern Land in this agreement shall mean reference to such area remaining at the relevant time.

Adlusgt 5/5/06

"Expiry Date"	means 1 July 2012.
"Legacy Development"	means the development on the Retained Land as from time to time shown in out line on the Legacy Development Drawing (including inter alia post Olympic works to be carried out to elements of the Olympic Development).
"Legacy Development Drawing"	means the drawing referred to in Part 2 of Schedule 1 and attached at annexure 5 as amended or substituted from time to time in accordance with paragraph 2 of Part 2 of Schedule 4.
"Legacy Works"	means the works to be carried out by the LDA to effect the Legacy Development and Reinstatement Works.
"LVRPA Onerous Condition"	means a legally enforceable condition restriction obligation or other lawful requirement having a material adverse effect on the use and operation of the Legacy Development (and the Eastern Land in the event that the Eastern Land Option is not exercised) for the proper purposes of the LVRPA pursuant to the LVRPA Act following the completion of the Legacy Works by LDA and the delivery of such land back to LVRPA in accordance with the Leases.
"Olympic Development"	means the development to be carried out to enable the Olympics as per, and in furtherance of, the LDA's announcement on 30 January 2006 and subsequent announcements to the extent the same is carried out on the Property including, inter alia, the Velodrome and Velopark.
"Olympic Development Drawing"	means the drawing attached as Annexure 2 detailing the Olympic Development as amended or substituted from time to time.
"Olympic Works"	means the Works to be carried out by the LDA to effect the Olympic Development.
"Olympics"	the international sporting event known as the Olympic and Paralympic Games to be held in London and elsewhere in 2012 starting and ending

with formal opening and closing ceremonies.

"Property"	means the Cycle Circuit Land, the Eastern Land and Eton Manor Sports Ground and such right title and interest as LVRPA may have in any unregistered land situate between such areas and also between the boundaries of the Property and any adjacent highways and/or third party registered titles arising from boundary discrepancies.
"Reinstatement Works"	means the removal of any temporary buildings and seating to leave the Property in a neat and tidy condition properly secured and fenced (save to the extent the same is not required as part of the Legacy Development) and in addition in respect of the Eastern Land the removal of all fixtures erections hoardings structures pitches or hard standing and to layout as level grassland.
"Relevant Body"	means the vehicle established for the purposes of running the Olympics and for the avoidance of doubt shall include the Olympic Delivery Authority.
"Reserved Matters"	means any matters of detail required to be approved by the Planning Authority to enable the Outline Planning Permission or any Planning Permission to be implemented in so far as the same relate to the Works.
"Retained Obligations"	means the obligations which are to remain with LDA following alienation of this agreement to procure Alternative Cycle Facilities for the Facility Period and the obligations contained in clause 36.
"Velodrome"	means the Velodrome building and BMX venue forming part of the Legacy Development on the Retained Land.
"Velopark"	means the cycle circuit and other cycling facilities forming part of the Legacy Development on the Retained Land.

2. Clause 6 of the Principal Agreement shall be varied so it reads:-

"6. CONDITIONS

6.1 This agreement (other than clauses 1, 2, 3, 4, 5, 6, 9.4, 10, 13, 14, 20, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 37 and 38 and Schedule 3) is

conditional upon the Conditions Precedent being satisfied in accordance with this agreement.

6.2 LVRPA and LDA will observe and perform their respective obligations to discharge the Conditions Precedent. In particular the LDA shall use its reasonable endeavours to procure the satisfaction of the Condition Precedent referred to at Part 3 of Schedule 3.

6.3 If the remaining Conditions Precedent have not been satisfied or waived by the Expiry Date then either LVRPA or LDA shall be entitled by one month's notice in writing to the other to terminate this agreement and at the expiration of such period of one month this agreement shall cease and determine unless prior to such date the Conditions Precedent shall have been satisfied or be deemed to have been satisfied or waived by the LDA but without prejudice to the rights of the parties against each other in respect of antecedent claims provided that the party seeking to terminate this agreement may only do so where the failure to satisfy the condition is not due to the failure to observe and perform its obligations contained in this agreement.

6.4 notwithstanding any other provision of this agreement, the Condition Precedent referred to at Part 3 of Schedule 3 shall be deemed waived by the LDA on the expiry of a notice served pursuant to clause 9.4 and as a condition precedent to the completion of the Leases.

6.5 In the event of termination of this agreement LDA will at the request of LVRPA grant to LVRPA insofar as it is able to do so at no cost an irrevocable royalty free licence to use and reproduce the designs and documentation prepared by or on behalf of LDA in relation to the Development and each part of it."

3. Clause 9.4 of the Principal Agreement shall be varied so it reads:-

"9.4 (a) LDA shall be entitled to serve not less than 1 month's written notice on LVRPA of the date for the completion of the Leases to expire no earlier than 1st October 2006 Provided that (subject to clause 9.4.(b)) LDA shall be obliged to procure Alternative Cycle Facilities for the Facility Period.

9.4 (b) If it is decided that the Alternative Cycle Facilities identified at subclause (b) of that definition are to be procured by the LDA as the Alternative Cycle Facilities in order to satisfy their obligation contained in subclause 9.4 (a) above the LVRPA accepts that those facilities may not be available from the Lease Grant Date but shall be available within 6 months of the Lease Grant Date.

9.4 (c) LDA shall be responsible for any liability compensation and payments properly incurred by LVRPA arising under employment legislation (including inter alia unfair dismissal redundancy and/or TUPE) in connection with the closure of the existing cycle circuit facilities or the closure of the Alternative Cycle Facilities subject to LVRPA:

(i) using reasonable endeavours to mitigate such liability compensation and payments; and

(ii) not making or agreeing to make any payments without having first provided LDA with details and having had regard to the LDA's reasonable observations upon the same."

4. The existing clause 9.8 of the Principal Agreement shall be renumbered clause 9.8(a) and a new clause 9.8(b) shall be added as follows:

"(b) The Property will be let subject to any existing allotment owner rights whether contractual or statutory and LDA shall be responsible for serving all statutory and/or contractual notices to secure vacant possession of any allotments and LDA shall indemnify LVRPA against any liability arising from the existence or termination of the allotment owner's interests in the Property"

5. Schedule 2 of the Principal Agreement shall be varied as follows:-

5.1.1 In paragraph 2.1 the words "in accordance with the Olympic Master Plan" shall be deleted.

5.1.2 In paragraphs 4.3 and 5.1 the words "or are contrary to the Olympic Master Plan" shall be deleted.

5.1.3 In paragraphs 4.7(b) and 7.5(b) the references to "Legacy Development" shall be replaced with "Legacy Works".

5.1.4 In paragraph 5.2, sub paragraph (a) shall be deleted, and subparagraph (b) shall read: "shall conform with the Legacy Development Drawing".

5.1.5 In paragraph 6.2 the following words shall be added at the end:

"but excluding any ongoing liabilities which do not constitute LVRPA Onerous Conditions in respect of the Legacy Development once the same has been completed as provided in paragraph 4 of Schedule 4."

5.1.6 There shall be added a new paragraph 11:-

"**11. GENERAL PRINCIPLES**

For the purposes of this Schedule 2 the expressions "Legacy Works" and "Legacy Development Drawing" shall not include any works to be constructed on the Property as part of the Olympic Works ("Olympic Elements") but shall include any post Olympic works to be carried out to the Olympic Elements as part of the Legacy Development provided that the Olympic Elements shall have a design and construction life appropriate for LVRPA's intended legacy use."

6. Schedule 3 of the Principal Agreement shall be varied so the following is added:-

"PART 3

It is a Condition Precedent of this agreement that the LDA shall have novated its rights and obligations under this agreement (either in whole or part) to a Relevant Body in accordance with clause 27."

7. Schedule 4 of the Principal Agreement shall be varied as follows:-

7.1.1 In Part 1 of Schedule 4:-

7.1.1.1 There shall be added to paragraph 2.1 the words "for information from time to time".

7.1.1.2 In Paragraph 2.2 references to "Development Drawings" shall be changed to "Legacy Development Drawing".

7.1.1.3 Paragraph 3.1 shall be amended so the words after the word "materials" in subparagraph (b) are deleted and after the word "agreement" in subparagraph (c) are deleted.

7.1.1.4 Paragraph 3.2 shall be deleted.

7.1.2 In Part 2 of Schedule 4:-

7.1.2.1 In paragraph 2.2 references to "Development" shall be changed to "Legacy Works" and "Development Drawings" shall be changed to "Legacy Development Drawing".

7.1.2.2 paragraph 2.3 shall be amended so that each reference to a "Variation" shall refer to a "Material Variation".

7.1.2.3 These shall be added as new paragraphs 2.4 and 2.5 as follows and paragraph 2.4 shall be renumbered as paragraph 2.6:

"2.4 For the purposes of this paragraph 2 only the expressions "Legacy Works" and "Legacy Development Drawing" shall not include any works to be constructed on the Property as part of the Olympic Works ("Olympic Elements") but shall include any post Olympic works to be carried out to the Olympic Elements as part of the Legacy Development provided that the Olympic Elements shall have a design and construction life appropriate for LVRPA's intended legacy use."

"2.5 LDA and LVRPA each acknowledge that the Legacy Development Drawing attached to this Agreement is out of date and that this will, as a minimum, require amendment to reflect the latest drawings showing the proposed Olympic Development."

7.1.2.4 Paragraph 4.1 shall be amended so the words after the word "materials" in subparagraph (b) are deleted and after the word "agreement" in subparagraph (c) are deleted.

7.1.2.5 In paragraph 9.6 reference to "Development Drawings" shall be changed to "Legacy Development Drawing".

8. The following definitions are deleted from clause 1.1 of the Principal Agreement:-

"Development Drawings"

"Legacy Development Documents"

"Olympic Development Documents"

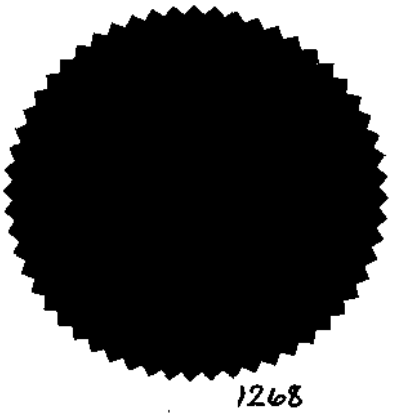
"Olympic Master Plan".

9. Annexure 2 to the Principal Agreement shall be replaced with the plan attached as Appendix C.

EXECUTED as a Deed under seal by)
LEE VALLEY REGIONAL PARK AUTHORITY)
acting by:)

Elizabeth A McGrath. Chairman:

V M. Mitchell. DEPUTY CHIEF Executive:



Appendix A

DRAFT

Your ref: [LDN23/G5750/8/2]

Secretary of State for Trade and Industry
c/o Government Office for London
North East London Planning Floor 9
Riverwalk House
157-161 Millbank
London SW1P 4RR

For the attention of Janet Stock

Dear Madam

THE LONDON DEVELOPMENT AGENCY (LOWER LEA VALLEY, OLYMPIC AND LEGACY) COMPULSORY PURCHASE ORDER 2005 ("THE ORDER")

We can confirm that we have reached agreement with the London Development Agency and please accept this letter as confirmation that we have withdrawn our objection to the Order.

Further, we hereby withdraw all evidence and other material submitted in support of that objection and request that it is disregarded when it comes to deciding whether or not to confirm the Order.

We would be grateful if you could acknowledge receipt of this letter.

Yours faithfully

[ ]

c.c. *[ ] Programme Officer [ ] Inquiry*
[Rosanna Lawes] London Development Agency

Appendix B

Draft letter of undertaking to be sent on LDA Letterhead

Lee Valley Regional Park Authority

For the attention of [ ]

Dear Sir

The London Development Agency (Lower Lea Valley, Olympic and Legacy) Compulsory Purchase Order 2005
Plots 133, 134, 135, 136, 137, 343, 344, 345, 348, 349, 356, 357, 358, 359, 360, 361 plus Plot 350 ("the Plots")

We refer to recent discussions between yourselves and our lawyers, Eversheds.

As you are aware, on 16 November 2005 the London Development Agency ("the LDA") made the above Order to promote regeneration in the Lower Lea Valley. The Order included the land and property shown on the attached plan, in which you have an interest.

Following a review of the proposals underlying the Order, the LDA no longer needs to acquire the land shown on the plan. Accordingly, the LDA confirms that it will not pursue the confirmation of the Order in respect of your interest in the Plots and undertakes to you -

10. before [31 March 2006] to write to the Government Office for London and the Planning Inspectorate requesting that the Secretary of State for Trade and Industry does not confirm the Order in respect of your interest in the Plots, and

11. in the highly unlikely event that the Secretary of State declines the LDA's request and confirms the Order in respect of those plots, not to exercise its powers under the Order (whether by making a General Vesting Declaration or Declarations or through service of notice to treat) in respect of your interest in the Plots.

In consideration of the above undertaking provided by the LDA, we confirm that you have agreed to write to, amongst others, the Government Office for London withdrawing your objection and to assist you we attach a specimen letter for this purpose.

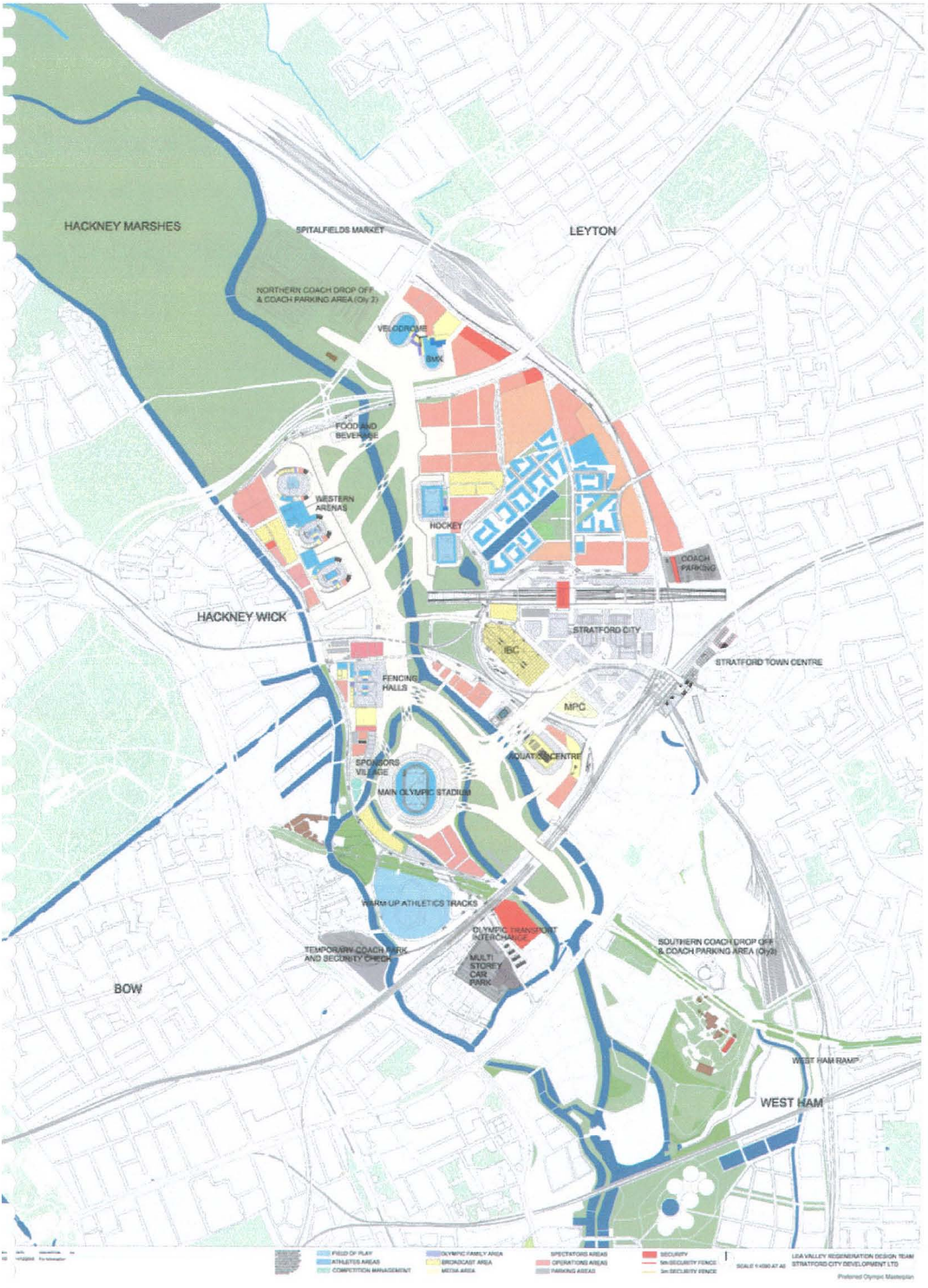
If you have any queries please contact Victoria Knight on 0203 2012 805

Yours faithfully

Gareth Blacker
Director of Development - Olympics

Appendix C

Substitute Olympic Development Drawing


HACKNEY MARSHES
SPITALFIELDS MARKET
LEYTON
NORTHERN COACH DROP OFF & COACH PARKING AREA (Oly 2)
VELODROME
BMX
FOOD AND BEVERAGE
WESTERN ARENAS
HOCKEY
COACH PARKING
HACKNEY WICK
STRATFORD CITY
IBC
STRATFORD TOWN CENTRE
FENCING HALLS
MPC
AQUATICS CENTRE
SPONSORS VILLAGE
MAIN OLYMPIC STADIUM
WARM UP ATHLETICS TRACKS
OLYMPIC TRANSPORT INTERCHANGE
TEMPORARY COACH PARK AND SECURITY CHECK
MULTI STOREY CAR PARK
SOUTHERN COACH DROP OFF & COACH PARKING AREA (Oly2)
BOW
WEST HAM RAMP
WEST HAM
FIELD OF PLAY
ATHLETES AREAS
COMPETITION MANAGEMENT
OLYMPIC FAMILY AREA
BROADCAST AREA
MEDIA AREA
SPECTATORS AREAS
OPERATIONS AREAS
PARKING AREAS
SECURITY
5m SECURITY FENCE
3m SECURITY FENCE
LEA VALLEY REGENERATION DESIGN TEAM
STRATFORD CITY DEVELOPMENT LTD
Preferred Olympic Masterplan

Appendix D

Conformed Principal Agreement as varied by this Supplement Agreement

ashurst

[CONFORMED COPY]

Olympic Agreement

Lee Valley Regional Park Authority

and

London Development Agency

2004

List of Annexures

1. Lease
2. Olympic Development Drawing
3. Property Plan
4. Core Values
5. Legacy Development Drawing
6. Transfer
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8. Base Case Plan

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THIS AGREEMENT is made on 2004

BETWEEN:

(1) **LEE VALLEY REGIONAL PARK AUTHORITY** of Myddelton House Bulls Cross Enfield Middlesex EN2 9HG (**"LVRPA"**)

(2) **LONDON DEVELOPMENT AGENCY** of Devon House 58-60 St Katherine's Way London E1W 1JX (**"LDA"**)

WHEREAS:

LVRPA and LDA have entered into this agreement to assist LDA in the timely delivery of the land and facilities required for the Olympic bid in 2012 and for the purpose of working together to enhance the Lee Valley Regional Park for the purposes of providing opportunities for recreation sport entertainment and the enjoyment of leisure and the achievement of regeneration objectives in the Lee Valley as a legacy of the Olympic Games

THE PARTIES AGREE AS FOLLOWS:-

1. **DEFINITIONS**

1.1 In this agreement the following words and expressions which are set out in alphabetical order shall have the following meanings and such words and expressions are distinguished herein by a capital initial letter:-

"Additional Land" means land to be transferred to LVRPA by LDA at no cost pursuant to clause 36

"Additional Land Notice" means the notice to be served by LDA pursuant to clause 36.1

"Alternative Cycle Facilities" means temporary cycle facilities:

(a) at Rammey Marsh or

(b) at Hogg Hill or

(c) such other alternative location as may be agreed with LVRPA

and which in any case satisfy all of the Minimum Criteria and which are appropriate for temporary use

"Appeal Proceedings" means any proceedings instituted before any court tribunal person or forum in pursuance of a Planning Appeal or a Challenge Appeal as the context may require

"Application" means any or all of an application for the approval of Reserved Matters and/or a Full Application in so far as the same relate to the Works

"Base Rate" means the base rate from time to time of National Westminster Bank PLC or such other Clearing Bank as LVRPA from time to time nominate by written notice to LDA or (in the event that these rates are no longer published and used) such other comparable rate of interest as (in default of agreement) may be certified by a member for the time being of the Institute of Chartered Accountants in England and Wales appointed by LVRPA to determine the same

"Building Contract" means each building contract for carrying out of the Works or part thereof to be entered into by the Building Contractor

"Building Contractor" means each of the building contractors with whom LDA enters into a Building Contract

"Challenge Appeal" means an application or appeal other than a Planning Appeal to any court tribunal person or forum against or in respect of a decision of the Planning Authority the Mayor of London or the Deputy Prime Minister relating to or consequent upon any Application and/or Planning Refusal

"Challenge Period" means three months after either:

(a) the Grant Date of Outline Planning Permission or Planning Permission or

(b) the date of the notice of a Planning Refusal

"Clearing Bank" means any of Barclays Bank Plc National Westminster Bank PLC HSBC Bank Plc Royal Bank of Scotland Plc Lloyds TSB Bank Plc and Clydesdale Bank Plc

"Completion Certificate" means the final certificate or statement of practical completion issued by the Architect Employer's Representative or Contract Administrator as the case may be pursuant to the relevant Building Contract confirming Practical Completion of the whole of the Works or the final element of them subject only to Snagging Items

"Conditions Precedent" means the conditions set out in Part 1 Part 2 and Part 3 of Schedule 3 or any of them as the context may require

"Conducting Media" means pipes wires and cables carrying the services of foul sewerage and surface water drainage and water gas and electricity supply and telecommunications services

"Consents" means all consents licences permissions approvals and statutory approvals required by this agreement to be obtained or discharged and all consents licences permissions and approvals from time to time necessary to be obtained from LVRPA otherwise than under the provisions hereof and from any other local or public authority to enable the carrying out and completion of the Development and the Works (including inter alia any Variations) and includes for the avoidance of doubt such consents licences permission and statutory approvals as shall apply to the development of burial grounds

"Contamination" means any and all matter (whether alone or in combination with other matter) which is or may be explosive oxidising reducing hazardous polluting contaminating toxic carcinogenic radioactive noxious flammable irritant harmful infectious terotagenic mutagenic ecotoxic corrosive caustic or which causes or is capable of causing harm to or having a deleterious effect on the Environment and whether it be in solid liquid or gaseous form

"Core Values" means LVRPA's core values as set out in the schedule attached as Annexure 4

"Cycle Circuit Land" means the land shown at the date of this agreement for identification purposes only edged orange on the Property Plan and as is comprised in title numbers EGL7626 (part) EGL355063 25180 EGL70053 EGL227909 EGL479021 and EGL480376 and reference to the Cycle Circuit Land in this agreement shall include any former part of the Eastern Land which is required for the purposes of the Legacy Development

"Date of Practical Completion" means the date upon which the whole of the Works or the final element of them are Practically Complete subject only to Snagging Items as so stated in the Completion Certificate

"Deed of Covenant" means a deed in the form attached as Schedule 6 with all necessary and appropriate amendments

"Deputy Prime Minister" means the Deputy Prime Minister and First Secretary of State or other minister or authority for the time being having or entitled to exercise the powers conferred by the Planning Act the Listed Buildings Act and upon the Secretary of State for Culture Sport and Media by the Ancient Monuments and Archaeological Areas Act 1979 and which expression includes (where the context so permits) any Inspector appointed on his behalf to determine a Planning Appeal

"Development" means the Olympic Development and the Legacy Development on the Property

"Eastern Land" means such part of the land shown at the date of this agreement for identification purposes only edged green on the Property Plan and as is comprised in title number EGL7626 (part) and EGL479020 which is not otherwise required for the Legacy Development and references to the Eastern Land in this agreement shall mean reference to such area remaining at the relevant time

"Eastern Land Option" means the option granted to LDA in respect of Eastern Land contained in schedule 5

"Eton Manor Sports Ground" means the land shown for identification purposes edged blue on the Property Plan and as is comprised in title number EGL35041

"Environment" means any and all living organisms (including man) eco-systems property and media of air (including air in buildings natural or man made structures below or above ground) water (including without limitation water under or within land or in drains and sewers and coastal and inland waters) and land (including under any water and whether above or below surface)

"Environmental Laws" means any and all international EU, national or local statute bylaws orders regulations or other law or subordinate legislation or common law or regulatory codes of practice circulars guidance notes and equivalent controls at any time concerning the protection of human health or which have as a purpose or effect the protection and/or restoration of or prevention of harm to the Environment

"Environmental Proceedings" means any criminal civil judicial regulatory or administrative proceedings suit or action arising out of or in connection with the Contamination at the Property

"Existing Cycle Facilities" means the existing cycle facilities on the Property at the date hereof

"Expiry Date" means 1 July 2012

"Facility Period" means the period commencing on the Lease Grant Date and expiring on final completion of the Legacy Development

"Full Application" means any application for a Planning Permission made to the Planning Authority in so far as the same relates to the Works

"Good Title" means in relation to the Additional Land a title which in the opinion of LVRPA acting reasonably is not subject to any public or private right positive or restrictive covenant restriction or any other estate or interest in land which would materially prevent restrict or interfere with the actual use of the Additional Land or intended use pursuant to this agreement

"Grant Date" means the date upon which a Planning Permission is granted by written decision of the Planning Authority or the Deputy Prime Minister (that is to say the date printed on the letter of decision) or any other person having appropriate jurisdiction and authority to effect such grant

"Historic Third Party Claims" means third party claims (excluding regulatory action) to the extent brought in respect of or relating to damage to or loss of property or personal injury caused prior to the Lease Grant Date in relation to Contamination in on under at or migrating from the Property

"Initial Expiry Date" means 31 July 2005

"Implementation" means the date upon which the Development is commenced by the carrying out of a material operation as defined in section 56(4) of the Planning Act and **"Implemented"** shall be construed accordingly

"Implementation Date" means the date upon which the Satisfactory Planning Consent is Implemented

"Investigation Works" means an appropriately detailed intrusive investigation and analysis of Conducting Media within the Property and the environmental condition of the Property (including the presence and distribution of any and all Contamination) and includes all intrusive and other physical soil surface water groundwater or site investigations surveys works monitoring and any archaeological evaluations and ground condition investigations uxb investigations or other tests of and in respect of the Property as may reasonably be recommended by a reputable environmental expert with experience in this field and as required by LDA in relation to the Olympic Development and/or Legacy Development and so as to enable LDA to formulate and agree with the Planning Authority any other relevant statutory bodies the Remediation Strategy

"LDA Contractor" means any and all reputable and experienced contractors engineers environmental experts remediation contractor or such other contractors as may be appointed by LDA in relation to the Investigation Works and the Remediation Works in accordance with clause 34

"LDA's Solicitors" means Eversheds LLP of Senator House 85 Queen Victoria Street London EC4V 4JL (Ref: MP) or such other solicitors who may be appointed by LDA to act for it in relation to this agreement and whose appointment is notified to LVRPA

"Leases" means the leases in the forms attached as annexure 1

"Lease Grant Date" means the date specified in the notice pursuant to clause 9.4

"Lee Valley Regional Park" means the park shown on the plans deposited pursuant to the LVRPA Act

"Legacy Development" means the development on the Retained Land as from time to time shown in outline on the Legacy Development Drawing (including inter alia post Olympic works to be carried out to elements of the Olympic Development)

"Legacy Development Drawing" means the drawing referred to in Part 2 of Schedule 1 and attached at annexure 5 as amended or substituted from time to time in accordance with paragraph 2 of Part 2 of Schedule 4

"Legacy Works" means the works to be carried out by LDA to effect the Legacy Development and the Reinstatement Works

"Listed Buildings Act" means the Planning (Listed Buildings and Conservation Areas) Act 1990

"Longstop Date" means 31 March 2015

"LVRPA Act" means the Lee Valley Regional Park Act 1966

"LVRPA Onerous Condition" means a legally enforceable condition restriction obligation or other lawful requirement having a material adverse effect on the use and operation of the Legacy Development (and the Eastern Land in the event that the Eastern Land Option is not exercised) for the proper purposes of LVRPA pursuant to the LVRPA Act following the completion of the Legacy Works by LDA and the delivery of such land back to LVRPA in accordance with the Leases

"LVRPA's Agent" means Drivers Jonas of 6 Grosvenor Street London W1K 4DJ or such other suitably qualified and experienced agent as LVRPA may nominate from time to time and whose name shall be notified in writing to LDA by LVRPA

"LVRPA's Solicitors" means Ashurst of Broadwalk House 5 Appold Street London EC2A 2HA (Ref: RDV/LEE01.00002) or such other solicitors who may be appointed by LVRPA to act for it in relation to this agreement and whose appointment is notified in writing to LDA

"Minimum Criteria" means the criteria for the temporary cycle facilities set out on the list attached as annexure 7

"Minister" means the Deputy Prime Minister or other minister for the time being having the power to grant consent to LVRPA for the disposal of land in accordance with section 21(2) of the LVRPA Act

"Ministerial Consent" means all consents required by LVRPA pursuant to Section 21(2) of the LVRPA Act for the grant of the Leases and the option and transfer of the Eastern Land to LDA

"Obligor" means as appropriate LDA or any permitted party to whom this Agreement is transferred by way of novation in accordance with Clause 27

"Olympic Closing" means six weeks after the last day of the Olympics

"Olympic Condition" means the Condition Precedent set out at Part 1 of Schedule 3

"Olympic Development" means the development to be carried out to enable the Olympics as per and in furtherance of LDA's announcement on 30 January 2006 and subsequent announcements to the extent the same is carried out on the Property including inter alia the Velodrome and Velopark

"Olympic Development Drawing" means the drawing referred to in part 1 of schedule 1 and attached as annexure 2 detailing the Olympic Development as amended from time to time with agreement of the parties hereto

"Olympic Works" means the Works to be carried out by the LDA to effect the Olympic Development

"Olympic Zone" means the area of land required by LDA to deliver the Olympic facilities for the Olympic Games 2012 as shown edged red on the Olympic Development Drawing

"Olympics" means the international sporting event known as the Olympic and Paralympic Games to be held in London and elsewhere in 2012 starting and ending with formal opening and closing ceremonies

"Option" means the option granted in paragraph 2 of Part 1 of Schedule 5

"Outline Planning Permission" means the hybrid planning permission for the Development or part of the Development dated 11 October 2004 (Ref: P/04/0001)

"Permitted Hours" means the hours (always excluding Public Holidays) designated in writing by LVRPA from time to time acting reasonably

"Planning Act" means the Town and Country Planning Act 1990 as amended and includes any statute amending consolidating or replacing it for the time being in force

"Planning Agreement" means any agreement which is expressed to be made pursuant to section 106 of the Planning Act or section 111 of the Local Government Act 1972 or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 (which agreement may also be a Works Agreement) and which relates specifically to the Works

"Planning Appeal" means in relation to any Application as appropriate all or any of the following as the case may be namely

(a) a calling-in that is to say proceedings consequent upon a direction by the Deputy Prime Minister that any Application be referred to him for determination under section 77 of the Planning Act

(b) a deemed refusal that is to say an appeal to the Deputy Prime Minister in accordance with sections 78 and 79 of the Planning Act in default of a decision by the Planning Authority

(c) an appeal to the Deputy Prime Minister in accordance with sections 78 and 79 of the Planning Act against an actual refusal of any Application by the Planning Authority

(d) appeal proceedings made pursuant to section 78 of the Planning Act in respect of any Application made under section 73 of the Planning Act for development without complying with any conditions subject to which a previous planning permission was granted

"Planning Authority" means the relevant planning authority relating to the relevant Application Planning Permission or Consent

"Planning Counsel" means a barrister of not less than ten years call experienced in planning law and practice

"Planning Obligations" means the obligations on the part of LDA and LVRPA respectively set out in schedule 2

"Planning Permission" means either:

(a) full planning permission granted pursuant to a Full Application or

(b) the approval of all relevant Reserved Matters pursuant to the grant of Outline Planning Permission given for the Development either by the Planning Authority or the Deputy Prime Minister

"Planning Refusal" means:

(a) an actual refusal of any Application by the Planning Authority or the Deputy Prime Minister or

(b) the grant of Outline Planning Permission or Planning Permission subject to any LVRPA Onerous Condition or

(c) failure to determine any Application within the statutory time limit or any extended time limit agreed with the Planning Authority or

(d) a final disposal abandonment or loss of Appeal Proceedings without leaving a Satisfactory Planning Consent in place

"Practical Completion" means in relation to the Works that such Works have been practically completed by the Building Contractor as defined by the Building Contract relating thereto and "Practically Complete" shall be construed accordingly

"Prescribed Rate" means a rate of interest of three per cent. per annum above the Base Rate and such interest shall be compounded quarterly on the usual quarter days

"Professional Team" means the architect planning supervisor quantity surveyor structural engineer mechanical and electrical services engineer and any other principal professional consultants who have a design responsibility whose services are from time to time required in connection with the Development and the Works and who shall be appointed in accordance with the provisions of schedule 4 and references to a "member of the Professional Team" shall be construed accordingly

"Property" means the Cycle Circuit Land the Eastern Land and Eton Manor Sports Ground and such right title and interest as LVRPA may have in any unregistered land situate between such areas and also between the boundaries of the Property and any adjacent highways and/or third party registered titles arising from boundary discrepancies

"Property Plan" means the plan attached as annexure 3 and marked "Property Plan"

"Purchase Price" means the price to be paid by LDA for the acquisition of the Eastern Land calculated in accordance with paragraph 8 of Part 1 of Schedule 5

"Reinstatement Works" means the removal of any temporary buildings and seating to leave the Property in a neat and tidy condition properly secured and fenced (save to the extent the same is not required as part of the Legacy Development) and in addition in respect of the Eastern Land the removal of all fixtures erections hoardings structures pitches or hard standing and to layout as level grassland

"Relevant Body" means the vehicle established for the purposes of running the Olympics and for the avoidance of doubt shall include the Olympic Delivery Authority

"Remediation Strategy" means LDA's strategy for the Remediation Works to be performed at the Property formulated and agreed with the Planning Authority and other regulatory authorities (including the Environment Agency and where relevant any other local authority)

"Remediation Works" means all investigations works measures and other actions to the extent reasonably required for preventing removing remedying investigating cleaning up abating containing or ameliorating the presence of any Contamination in on at under or migrating from the Property and/or for restoring the Environment in order to render the Property suitable for its intended use for the Olympic Development and then the Legacy Development and/or as required so as to comply with the Satisfactory Planning Consent the Remediation Strategy and Environmental Law

"Reserved Matters" means any matters of detail required to be approved by the Planning Authority to enable the Outline Planning Permission or any Planning Permission to be implemented in so far as the same relate to the Works

"Retained Land" means the Property excluding the Eastern Land

"Retained Obligations" means the obligations which are to remain with LDA following alienation of this agreement to procure Alternative Cycle Facilities for the Facility Period and the obligations contained in clause 36

"Satisfactory Planning Consent" means one or more Planning Permission for the whole Development and/or the Olympic Works and/or the Legacy Works which is in all respects satisfactory to LDA save that it is the intention of the parties that it shall not contain any LVRPA Onerous Conditions and/or shall be free of any condition or stipulation requiring LDA and/or LVRPA to enter into any Planning Agreement or Works Agreement as a condition or necessary requirement for the implementation of any such Planning Permission on terms which include LVRPA Onerous Conditions

"Snagging Items" means minor items of decorative finish or repair which do not prevent or materially adversely affect the beneficial use and occupation of the buildings comprised in the Works in which the said items are located and which are capable of being remedied within a reasonable period of being identified on any snag list and as the same shall be provided in the Building Contract

"Southern Lee Valley" means the area of the River Lee Valley to the south of the Olympic Zone

"Standard Commercial Property Conditions" means the Standard Commercial Property Conditions (First Edition) and "SCPC" means Standard Commercial Property Conditions

"Supporting Documentation" means all documentation if any necessary to support any Application including inter alia retail impact assessments sequential test analyses environmental studies archaeological studies heritage studies and impact assessments highways and other transport investigations and traffic impact assessments

"Third Party Rights" means provisions (previously approved by LVRPA (such approval not to be unreasonably withheld or delayed)) contained in the Building Contracts (including inter alia letters of intent) and the appointments of the Professional Team which entitles LVRPA to exercise rights pursuant to the Contracts (Rights of Third Parties) Act 1999

"Transfer" means the form of transfer in respect of the Eastern Land attached as annexure 6

"Unconditional Date" means the date on which the last of the Conditions Precedent are discharged by satisfaction

"Variation" means any amendment to or any departure from the Development Documents and the Works (whether by way of alteration addition or omission)

"Value Added Tax" or **"VAT"** means value added tax or any similar tax or levy charges pursuant to the Value Added Tax Act 1994 and all regulations and orders made thereunder

"Velodrome" means the Velodrome building and BMX venue forming part of the Legacy Development on the Retained Land

"Velopark" means the cycle circuit and other cycling facilities forming part of the Legacy Development on the Retained Land

"Warranties" means the warranties to be given under seal to be procured by LDA from the Professional Team and each Building Contractor and each LDA Contractor (where Third Party Rights have not been incorporated into the relevant contracts or appointments) in

favour of LVRPA in an institutionally acceptable form which gives substantially the same rights and remedies to LVRPA as are available to the employer

"Works" means the Olympic Works and the Legacy Works and the Remediation Works (and any relevant part thereof) in each case to be carried out on the Property

"Works Agreement" means any agreement which is:-

(a) expressed to be made pursuant to sections 38 and/or 278 of the Highways Act 1980 section 104 of the Water Industry Act 1991 or any provision to similar intent or

(b) any agreement with the local water authority or other appropriate authority as to the water supply to or drainage of surface water and foui water from the Property or

(c) an agreement with any competent authority or body relating to other services and which relates specifically to the Works

2. **INTERPRETATION**

2.1 References to numbered clauses and schedules are references to the relevant clause or schedule in this agreement unless the context otherwise requires

2.2 References in any schedule to numbered paragraphs are references to the relevant paragraph in that schedule unless the context otherwise requires

2.3 The table of contents clause schedule and paragraph headings in this agreement are for ease of reference only and are not to be taken into account in the construction or interpretation of the clause schedule or paragraph to which they refer

2.4 Words importing the singular meaning include where the context so admits the plural meaning and vice versa

2.5 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words are to be construed interchangeably

2.6 References to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force

2.7 References to the LDA includes any Obligor under this Agreement

3. **EXTENSION OF OBLIGATIONS**

3.1 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to knowingly permit or allow infringement of the restriction

3.2 References to "liability" include where the context so allows claims demands proceedings damages losses costs and expenses

4. **TIME PERIODS**

4.1 Any references in this agreement to periods of time calculated by reference to working days excludes Saturdays Sundays and bank holidays

4.2 Reference to months shall mean calendar months

5. **NOTICES CONSENTS AND APPROVALS**

5.1 All notices consents and approvals (unless deemed) must be in writing to be effective

5.2 Any consent or approval required under this agreement (unless deemed) shall be required to be obtained before the act to which it applies is done

6. **CONDITIONS**

6.1 This agreement (other than clauses 1, 2, 3, 4, 5, 6, 9.4, 10, 13, 14, 20, 23, 24, 25, 26, 27, 29, 30, 31, 32, 34, 37 and 38 and Schedule 3) is conditional upon the Conditions Precedent being satisfied in accordance with this agreement

6.2 LVRPA and LDA will observe and perform their respective obligations to discharge the Conditions Precedent. In particular the LDA shall use its reasonable endeavours to procure the satisfaction of the Condition Precedent referred to at Part 3 of Schedule 3.

6.3 If the remaining Conditions Precedent have not been satisfied or waived by the Expiry Date then either LVRPA or LDA shall be entitled by one month's notice in writing to the other to terminate this agreement and at the expiration of such period of one month this agreement shall cease and determine unless prior to such date the Conditions Precedent shall have been satisfied or be deemed to have been satisfied or waived by the LDA but without prejudice to the rights of the parties against each other in respect of antecedent claims provided that the party seeking to terminate this agreement may only do so where the failure to satisfy the condition is not due to the failure to observe and perform its obligations contained in this agreement

6.4 notwithstanding any other provision of this agreement, the Condition Precedent referred to at Part 3 of Schedule 3 shall be deemed waived by the LDA on the expiry of a notice served pursuant to clause 9.4 and as a condition precedent to the completion of the Leases

6.5 In the event of termination of this agreement LDA will at the request of LVRPA grant to LVRPA insofar as it is able to do so at no cost an irrevocable royalty free licence to use and reproduce the designs and documentation prepared by or on behalf of LDA in relation to the Development and each part of it

7. **ENTRY AND RISK**

The risk in the Property shall pass to LDA on the Lease Grant Date and with effect from such date LDA shall be responsible for procuring insurance and security in respect of the Property

8. **PLANNING AND DEVELOPMENT OBLIGATIONS**

8.1 LDA and LVRPA shall comply with their respective obligations contained in Schedule 2

8.2 LDA and LVRPA shall comply with their respective obligations contained in Part 1 of Schedule 4 in respect of the Olympic Development

8.3 LDA and LVRPA shall comply with their respective obligations contained in Part 2 of Schedule 4 in respect of the Legacy Works

9. **GRANT OF LEASE**

Subject to the terms of this agreement:

9.1 On the Lease Grant Date LVRPA shall grant and LDA shall accept leases of the Property in the form of the Leases (with such amendments as LDA and LVRPA may agree including

the rights to be granted and excepted and reserved) and LDA shall contemporaneously execute and deliver to LVRPA counterparts

9.2 LVRPA shall grant the Leases with full title guarantee save that:-

(a) The covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to liabilities imposed and rights conferred by or under any enactment

(b) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to the transferor carrying out the required action at its own cost and the covenant is instead given subject to the transferor being reimbursed for any costs incurred

9.3 The term of each of the Leases shall be expressed to commence on the Lease Grant Date and such date shall be inserted in the Leases as the Term Commencement Date

9.4 (a) LDA shall be entitled to serve not less than 1 month's written notice on the LVRPA of the date for the completion of the Leases to expire not earlier than 1 October 2006 Provided that (subject to clause 9.4(b)) LDA shall be obliged to procure Alternative Cycle Facilities for the Facility Period

(b) If it was decided that the Alternative Cycle Facilities identified at sub-clause (b) of that definition are to be procured by LDA as the Alternative Cycle Facilities in order to satisfy their obligation contained in sub-clause 9.4(a) above LVRPA accepts that those facilities may not be available from the Lease Grant Date but shall be available within 6 months of the Lease Grant Date

(c) LDA shall be responsible for any liability compensation and payments properly incurred by LVRPA arising under employment legislation (including inter alia unfair dismissal redundancy and/or TUPE) in connection with the closure of the existing cycle circuit facilities or the closure of the Alternative Cycle Facilities subject to LVRPA:

(i) using reasonable endeavours to mitigate such liability compensation and payments; and

(ii) not making or agreeing to make any payments without having first provided LDA with details and having had regard to LDA's reasonable observations upon the same

9.5 At all times following the date hereof LDA shall keep LVRPA fully and regularly informed of the proposed programme for the Development and the proposals for timing for completion of the Leases

9.6 Prior to service of the notice pursuant to clause 9.4 the parties acting reasonably shall use all reasonable endeavours to agree the specification and location of the Alternative Cycle Facilities provided the Minimum Criteria are satisfied

9.7 Prior to the Lease Grant Date the parties shall agree upon the production of any further plans and annexures details (including title details) required for engrossing the Leases including the production by LDA of lease plans that are Land Registry compliant

9.8 (a) LDA shall be responsible for compensation payable to allotment owners and all allotment replacement obligations contained in any Planning Agreement or Planning Permission

(b) The Property will be let subject to any existing allotment owner rights whether contractual or statutory and LDA shall be responsible for serving all statutory

and/or contractual notices to secure vacant possession of any allotments and LDA shall indemnify LVRPA against any liability arising from the existence or termination of the allotment owner's interests in the Property

10. TITLE AND MATTERS AFFECTING THE PROPERTY

10.1 LDA shall accept LVRPA's title to grant the Lease and shall not be entitled to require LVRPA to deduce or prove title or furnish any abstract or information in respect thereof save in respect of matters arising after the date of this Agreement or as otherwise provided in this clause 10

10.2 The Property will be let subject to and (where appropriate) with the benefit of:

(a) the matters contained or referred to in the registers of the title at the Land Registry

(b) all local land charges and other matters whensoever registered or registrable (whether registered or not) by any local or other authority and to every charge notice direction order restriction agreement resolution proposal condition and other matter affecting the Property

(c) unregistered interests falling within Schedule 3 to the Land Registration Act 2002

(d) such other unregistered interests as may affect the Property to the extent that and for so long as they are preserved by Schedule 12 to the Land Registration Act 2002

(e) all matters for which LVRPA would not be liable under the covenants for title given pursuant to clause 9.2

10.3 LDA shall be deemed to have notice of the matters referred to in clause 10.2 and shall not be entitled to raise any requisition or objection in respect of them save in respect of matters disclosed by precompletion searches

10.4 LDA shall not be entitled to call for any superior or intermediate title nor raise any requisitions thereon or objections thereto

10.5 The Lease shall take effect as if the disposition were expressly made subject to all matters subject to which the Property are expressly to be let under the terms of this agreement

10.6 With the prior approval of LDA (such approval not to be unreasonably withheld or delayed) LVRPA shall be entitled to create encumbrances and easements affecting the Property

10.7 To the extent that any title within the Property is not registered at the Land Registry at the date hereof with title absolute LVRPA shall apply for and use all reasonable endeavours to obtain registered title absolute in respect of such title

10.8 LVRPA shall provide LDA with all reasonable assistance (at LDA's reasonable cost) with regard to any on-going title investigations or in resolving any title matters

10.9 LVRPA shall provide LDA with all reasonable assistance as may be necessary in order to register the Leases at the Land Registry

10.10 The LVRPA shall provide such evidence as the Land Registry shall require to enable the noting of this agreement the registration of Leases and the completion of the acquisition pursuant to the Option

11. **PRELIMINARY ANSWERS**

Save in the case of any fraudulent misrepresentation LDA agrees that it will have no remedy against LVRPA and that LVRPA shall have no liability to LDA in respect of any statement made in the negotiations leading to this agreement other than statements contained in written replies given by LVRPA's Solicitors to written enquiries raised by LDA's Solicitors

12. **VALUE ADDED TAX**

12.1 Save as the context requires or as otherwise stated all references to payments made in this agreement are references to such payments exclusive of Value Added Tax chargeable in respect of the supply of goods or services for which the payment is or is deemed to be consideration and where such payments fall to be made under this agreement the amount of such Value Added Tax shall be paid in addition thereto

12.2 Without prejudice to and save as mentioned earlier in this clause where any supply is made or deemed to be made pursuant to this agreement the recipient of the supply shall pay to the supplier the amount of any Value Added Tax chargeable in respect thereof

12.3 Where any payment is required to be made pursuant to this agreement to reimburse the payee for any expenditure incurred by the payee such payment shall include an amount equal to any Value Added Tax comprised in that expenditure which is not recoverable by the payee as input tax under section 25 of the Value Added Tax Act 1994

13. **CONFIDENTIALITY**

13.1 Subject to clause 13.2 neither of the parties (including their respective agents employees or representatives) shall without the prior written consent of the other disclose or permit or suffer to be disclosed the contents or existence of the financial terms of this agreement except and to the extent that such disclosure:

(a) may be required by law or the London Stock Exchange plc or the UK Listing Authority or

(b) is a "protected disclosure" as defined by section 43A of the Employment Rights Act 1996

(c) is part of either parties' internal discussion procedures with members or officers

(d) is contained in a press release jointly approved by LDA and LVRPA

(e) is required in connection with the Olympic 2012 bid or pursuant to matters relating to the arranging and financing the Olympics

13.2 LVRPA and/or its agents shall be permitted to provide this agreement (and any agreements which are supplemental to it) to any regulatory authority with powers under Part IIA of the Environmental Protection Act 1990 and associated regulations and guidance made at any time thereunder (together defined as "Part IIA") which makes enquiries of LVRPA with regard to the presence of hazardous substances at the Property and the potential applicability of Part IIA to demonstrate that:

(a) the parties have made an agreement on liabilities as provided for under Part IIA to which the regulatory authority is required to give effect and

(b) LDA shall be treated as assuming all of the liabilities of LVRPA in accordance with Part IIA

13.3 LDA agrees to join with LVRPA at LVRPA's absolute discretion in notifying any competent regulatory authority and confirming to such authority the contents of this agreement (by providing a copy thereof or otherwise) and in requiring any such authority to give effect to such clauses on the allocation of responsibility for Contamination between LDA and LVRPA. If a competent regulatory authority should disregard this agreement, LDA undertakes to LVRPA to restore the financial position of LVRPA to that which would have prevailed had the competent authority not disregarded this agreement

14. FITNESS FOR PURPOSE

14.1 Nothing contained or implied in this agreement shall be or be taken to be and there is expressly excluded any representation warranty or undertaking by or on behalf of LVRPA in relation to the Property or its fitness for LDA's purpose or for any other purpose

14.2 Nothing contained or implied in this agreement shall be or be taken to be and there is expressly excluded any representation warranty or undertaking by or on behalf of LDA in relation to the Legacy Works or their fitness for LVRPA's purpose or for any other purpose

15. INTEREST

LDA shall pay to LVRPA (without prejudice to LVRPA's other remedies) if required by LVRPA interest (after as well as before any judgment) at the Prescribed Rate calculated on a daily basis on sums becoming due under this agreement (whether formally demanded or not) and not paid within 28 days of the date upon which they become due and such interest shall be payable in respect of the period from and including the date they become due down to the date of payment

16. SET OFF

Any sums payable by LDA under this agreement shall be paid in full and free from all set off claims counter-claims or demands and without deduction withholding restriction or condition

17. SURVIVAL OF THIS AGREEMENT

Notwithstanding completion of the grant of the Leases all the provisions of this agreement shall continue in full force and effect to the extent that any of them remain to be implemented

18. STANDARD COMMERCIAL PROPERTY CONDITIONS

18.1 The SCPC are incorporated in this agreement insofar as they are applicable to a sale by private treaty and where there is a conflict between them and any other provision of this agreement that other provision prevails

18.2 In the construction of the Standard Commercial Property Conditions "contract rate" means the Prescribed Rate

18.3 SCPC 3.1.3 4.3.2 4.5.2 4.5.5 5.2 8.2.4 and 8.3 do not apply

18.4 SCPC 6.3.4 is amended to read "For the purposes of apportioning income and outgoings it is to be assumed that they accrue at an equal daily rate throughout the period to which they relate. In the case of annual rents (whether or not payable quarterly) this period is the period of 365 days (or 366 in a leap year)".

18.5 SCPC 6.8.2(b) is amended to read "in the case of the seller, even though a mortgage or charge remains secured on the property, (except one to which the property is sold subject), if the seller would have been able to discharge it (to the extent that it

encumbers the property) on the date on which the notice is served had the sale been completed on that date".

19. **DEFAULT**

Following the date of Olympic Closing where there is a material breach of this agreement by LDA which has not been remedied and in respect of which LVRPA shall have served written notice on LDA stating the same to be irremediable or requiring LDA to remedy the same and LDA shall in the latter case have failed to remedy the same within 3 months of such notice then LVRPA may terminate this agreement forthwith by notice in writing and to re-enter upon and take possession of the Property whereupon this agreement shall cease and determine

20. **DISPUTES**

20.1 Except where otherwise expressly herein provided for or where a dispute procedure is set out in any other document if any dispute shall arise between LVRPA and LDA with regard to the construction or effect of this agreement or any clause hereof or the respective rights duties or liabilities of either of them or as to any other matter or thing arising out of or connected with the Development the Works or anything forming the subject matter of this agreement and whether or not provided for by this agreement the matter or difference shall (if LVRPA and LDA fail to resolve it between themselves) be referred to and determined by an expert to be agreed between LVRPA and LDA and failing agreement upon an expert to be appointed on the application of either party at any time by the President for the time being of the Law Society in London such person to act in accordance with clause 20.4

20.2 Where the President of the Law Society is of the view that the subject matter of the dispute is a matter best dealt with either by a surveyor or an architect he shall either appoint such a person himself or state that the matter should be referred to a person to be appointed by the President for the time being of the Royal Institute of British Architects or the President for the time being of the Royal Institution of Chartered Surveyors and if so he shall nominate which of these should make the appointment and the appointment shall be made by the President of the Institute or Institution so nominated

20.3 Any person appointed to act shall if a solicitor or a surveyor be a partner or director of a leading firm (or company) having no less than 20 partners (or directors) and if an architect be a partner with a leading firm and shall have at least 20 years post qualification experience in matters relating to commercial buildings or development of the type the subject matter of this agreement

20.4 The expert shall:

(a) consider any written representations made by either party within one month of his appointment provide the other party with copies of such representations and consider any observations made by such other party on the representations so made within a further month

(b) be entitled to stipulate a longer or shorter time for such representations or observations as he considers appropriate in the circumstances

(c) be entitled to disregard (and shall not be bound by) such representations or observations

(d) in any event rely on his own professional skills expertise and experience in stating his opinion and not act or be considered to act in any quasi-judicial role and

(e) make such award as to his own costs and the costs of the parties as he considers appropriate and failing such award his costs shall be borne equally between LVRPA

and LDA and the expert's decision in all matters referred to him shall be final and binding on the parties

21. **COSTS**

LDA shall be responsible for the reasonable costs properly incurred by LVRPA in connection with the preparation and entering into of this agreement and the grant of the Leases and the Option which shall be paid on the date hereof in respect of costs incurred to date

22. **PARTNERSHIP EXCLUSION**

Nothing contained herein or in any document entered into or in any assignment made or course of dealings conducted under or in any way relating to this agreement or any provision hereof shall be construed as effecting any partnership between LVRPA and LDA

23. **AUTHORITY**

23.1 Nothing herein contained or implied shall prejudice or affect any of the statutory rights powers or duties for the time being vested in LVRPA as regional park authority for the area in which the Property is located and all such rights powers and duties shall in regard to the Property and any buildings thereon or the occupiers thereof be enforceable and exercisable by LVRPA as fully and freely as if LVRPA were not the owner of the Property and this agreement had not been executed

23.2 LDA shall at all times and at its own cost provide all practicable assistance as LVRPA may reasonably require in achieving the objectives contained in this agreement including where such objectives require the exercise of any statutory power by LVRPA

23.3 Nothing herein contained or implied shall prejudice or affect any of the statutory rights powers or duties for the time being vested in LDA as regional development agency for the area in which the Property is located and all such rights powers and duties shall in regard to the Property and any buildings thereon or the occupiers thereof be enforceable and exerciseable by LDA as fully and freely as if LDA has not executed this agreement provided all terms and provisions of this agreement shall remain enforceable against LDA in accordance with the terms of this agreement

24. **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and unless specifically herein provided no person other than the parties to this agreement shall have any rights under this agreement nor shall it be enforceable by any person other than the parties to it

25. **GOVERNING LAW AND JURISDICTION**

25.1 This agreement is governed by English law

25.2 Each of the parties to this agreement irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit action or proceedings and/or to settle any disputes which may arise out of or in connection with this agreement (respectively "Proceedings" and "Disputes") and for these purposes each party irrevocably submits to the jurisdiction of the courts of England

25.3 Each party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum for any such Proceedings or Disputes and further irrevocably agrees that a judgement in any Proceedings or Dispute brought in any court

referred to in this clause shall be conclusive and binding upon the parties and may be enforced in the courts of any other jurisdiction

26. **NOTICES**

26.1 Any notice decision direction approval authority permission or consent to be given by LVRPA under this agreement shall be valid and effectual if signed by such officer officers agent or agents as LVRPA may from time to time designate for the purpose and shall be deemed to have been validly served on or conveyed to LDA if sent by prepaid registered first class post to Devon House 58-60 St Katherine's Way London E1W 1JX (F.A.O. Fiona Duncan) or such other address as notified to LVRPA from time to time and in the case of any Obligor to the address as specified in the relevant Deed of Covenant or otherwise notified and shall be deemed to have been delivered on the second working day following the date of despatch and any notice to be given to LVRPA shall be deemed to be validly served if sent as aforesaid addressed to Myddelton House Bulls Cross Enfield Middlesex EN2 9HG for the attention of the Chief Executive or such other address in place thereof as may be notified to LDA in accordance with this clause

26.2 A copy of any notice served pursuant to clause 26.1 shall contemporaneously be sent to the relevant party's solicitor by fax or first class post

27. **ALIENATION**

27.1 Subject to this clause 27 LDA may transfer by novation any of its rights and obligations under this Agreement to an appropriate Obligor

27.2 LDA (but not any subsequent Obligor) may (but shall not be obligated to) on any transfer retain its rights and obligations under this Agreement in respect of any of the following clauses:

(a) the grant of the Lease(s) (clause 9)

(b) the Additional Land (clause 36)

(c) the Option (Schedule 5)

27.3 The consent of LVRPA is not required for a transfer to a Relevant Body

27.4 The consent of LVRPA to a transfer to a non-Relevant Body must not be unreasonably withheld or delayed. LVRPA will be deemed to have given its consent 20 working days after the Obligor has requested it unless consent is expressly and reasonably refused (in writing with full reasons being set out) by LVRPA within that time;

27.5 A transfer by way of novation shall only be effective if the Obligor executes a deed of covenant in favour of LVRPA that the transferee will assume the same obligations to LVRPA (which are the subject of the relevant transfer) as it would have had had it been a party to this Agreement in place of LDA from its execution in the form of the Deed of Covenant

27.6 LVRPA shall expeditiously (and in any event within 15 working days) execute in duplicate any Deed of Covenant delivered to it which has been properly executed by the Obligor and LDA and return executed parts as the Obligor shall request

27.7 On the completion of such transfer by way of novation LDA (or any assigning Obligor) shall (subject to clause 27.8 be released from further obligations towards LVRPA under this Agreement and their respective rights against one another shall from that date cease

27.8 The release referred to in clause 27.7 shall not have effect:

(a) in respect of any antecedent breach by LDA of its obligations under this Agreement;

(b) until LDA can reasonably demonstrate that the Obligor is constituted for the purpose of carrying out the Legacy Works and which demonstration LVRPA shall acknowledge; and

(c) in respect of any Retained Obligations

27.9 The Obligor shall notwithstanding any other provision of this Agreement be entitled to call for the grant of the Leases (as provided in clause 9) in favour of a Relevant Body

27.10 (a) LVRPA acknowledge that the Obligor may require funding from one or more financial institutions (**"Funders"**) to implement the Development and other matters contemplated by this agreement and in arranging such finance the Funders may require as a condition of the availability of that finance to enter into a direct agreement with LVRPA to cover (without limitation) the following principal matters:

(i) an acknowledgement by LVRPA of any security taken by the Funders over the Obligor and its assets (including over this Agreement and/or the Leases);

(ii) an obligation on LVRPA not to take any action to wind up appoint an administrator or sanction a voluntary arrangement (or similar) in relating to the Obligor without first giving a prescribed period of notice to the Funders;

(iii) a step in right (without giving rise to any express or implied assignment) and further periods to remedy to allow the Funders to ensure that the obligations of the Obligor are complied with;

(b) LVRPA further acknowledge that they will act in good faith (at the cost and expense of the Obligor) to negotiate and enter into such a direct agreement as referred to in clause 27.10(a) where reasonably requested by the Obligor

27.11 The Obligor shall be responsible for the reasonable costs properly incurred by LVRPA pursuant to this clause 27

28. STATE OF THE PROPERTY

28.1 LDA acknowledges that:

(a) the Property was in whole or in part formerly comprised of a municipal waste disposal site and as a consequence, part or all of the Property may be polluted with Contamination;

(b) LDA has been given an opportunity to inspect and survey the Property and carry out a full investigation thereof; and

(c) the Property is provided to LDA for the Olympic Development and Legacy Development in its existing state and condition as at the date of this Agreement and no representation is made by LVRPA as to such state and condition or its suitability for any use or development

28.2 The parties agree both as an agreement on liabilities for the purposes of Part IIA of the Environmental Protection Act 1990 and for all other purposes that LVRPA shall have no liability of any kind to any third party and that LDA hereby assumes (to the extent provided in this Agreement) all liability in relation to and responsibility for ensuring compliance in respect of any Contamination or hazardous or harmful substances in on at or escaping from or affecting the Property (including without limitation any and all

asbestos within the fabric of any building) at any time including without limitation any liability arising out of or consequent upon any remedial works required or carried out in relation to such Contamination or hazardous or harmful substances at any time by any statutory authority save to the extent that such Contamination or hazardous or harmful substances are introduced by LVRPA after the date of this Agreement in on or at the Property

29. LICENCE TO ACCESS THE PROPERTY

29.1 As from the date of this Agreement until the Lease Grant Date LVRPA will permit LDA (as a licencee) and its employees servants and LDA Contractors access to the Property during the Permitted Hours for the purpose of carrying out the Investigation Works

29.2 LDA agrees and undertakes:

(a) not to use the Property during the term of this licence for any purpose other than the Investigation Works;

(b) not to do or cause or permit to be done any act or thing on or about or near the Property which may be or become a nuisance or inconvenience or cause damage or annoyance to LDA or other persons nor use the same for any illegal or immoral purpose;

(c) not to do or cause or permit to be done any act or thing on or about or near the Property which may infringe any statutory rule or regulation in force at the relevant time and in particular to obtain any consents required from the Local Planning Authority Local Authority or other appropriate authority; and

(d) to comply with any reasonable rules regulations and requirements from time to time communicated in writing by LVRPA to LDA or its servants in relation to LDA's use of the Property

29.3 LDA and LVRPA agree and declare that without prejudice to LDA's rights in respect of any breach of the undertakings contained in clause 29.2 the licence granted by LVRPA to LDA shall determine on the Lease Grant Date

29.4 LVRPA:

(a) shall not be responsible or liable for the safe custody of any property left on or in the Property nor for any damage or injury to such property or to any person from any cause whatsoever arising out of the use by LDA its employees servants agents contractors consultants or invitees of the Property save where the same arises from the LVRPA's own act or default;

(b) may temporarily restrict LDA's access to the Property whenever it shall in its reasonable discretion deem it necessary to do so on reasonable prior notice

29.5 This licence is not intended by either party hereto to confer upon LDA any right or interest in the nature of a tenancy or exclusive possession or occupation of the Property and gives no proprietary interest to LDA

29.6 This licence is personal to LDA and any Obligor

30. INVESTIGATION WORKS

30.1 LDA is to perform the Investigation Works at the sole cost of LDA

30.2 The Investigation Works shall be carried out by LDA using LDA Contractors appointed in accordance with and subject to clause 34

30.3 (a) Before entering the Property to undertake the Investigation Works LDA shall submit to LVRPA details of the proposed scope of works for the Investigation Works specifying at which dates and times and to which parts of the Property such works are to take place and it is hereby acknowledged that the Investigation Works may result in the temporary closure of the Existing Cycle Facilities

(b) LDA shall take account of LVRPA's reasonable representations made within 15 working days of the receipt of such information relating to the Investigation Works

30.4 The Investigation Works will be undertaken with due care and skill and in accordance with good industry practice and any statutory rule or regulation in force at the relevant time including all Environmental Laws and the lawful requirements if any of the Environment Agency or any other statutory authority competent to impose the same

31. REMEDIATION WORKS

31.1 Following the Lease Grant Date LDA undertakes that it will carry out the Remediation Works or shall procure the carrying out of the Remediation Works at the sole cost of LDA and in accordance with the Remediation Strategy

31.2 LDA will submit to LVRPA the proposed Remediation Strategy and LDA will take account of any reasonable recommendations made by LVRPA within 15 working days of receipt of the draft Remediation Strategy as to the scope of works and services set out in the Remediation Strategy and/or the carrying out of the Remediation Strategy

32. INDEMNITY

32.1 Save in respect of Historic Third Party claims LDA will indemnify LVRPA and keep LVRPA (and its successors in title of the whole or part of the Property) indemnified in respect of all damage losses claims proceedings demands liabilities costs costs orders third party claims or regulatory action and out of pocket expenses (including costs reasonably incurred in investigating or defending any claim, proceedings demand or order and any expenses reasonably incurred in preventing avoiding or mitigating loss or liability or damage) incurred or suffered by LVRPA in respect of all and any liability and/or any requirement or need to undertake investigation or remedial action:

(a) caused increased or arising after the date of this Agreement whether directly or indirectly as a result of the use by LDA (or its employees servants contractors or invitees) of the Property pursuant to and/or during the term of the licence granted pursuant to clause 29 of this Agreement and/or which arises or is increased after the date of this Agreement, whether directly or indirectly, as a result and/or which would not have happened but for the Investigation Works;

(b) caused, increased or arising after the date of this Agreement, whether directly or indirectly, as a result of the Works (including but not limited to any Contamination in on at under or migrating to or from the Property during or after the carrying out of the Remediation Works as a result of the carrying out the Remediation Works and/or the failure of the Remediation Works to the extent required to render the Property suitable for use of the Olympic Development and the Legacy Development); and/or

(c) which arises or is increased as a result of any act, omission or negligence of LDA (and/or its employees, LDA Contractors or any other advisers, consultants, subcontractors or invitees) in relation to the undertaking of the Olympic Development and/or Legacy Development

33. **EASTERN LAND**

In the event that LDA exercises the Option for the purchase of the Eastern Land (in accordance with Schedule 5 of this Agreement) and without prejudice to the indemnity in clause 32 of this Agreement LDA will indemnify LVRPA and keep LVRPA (and its successors in title of the whole or part of the Eastern Land) indemnified as from the date of the exercise of the Option in respect of all damage losses claims proceedings demands liabilities costs orders third party claims or regulatory action and out of pocket expenses (including costs reasonably incurred in investigating or defending any claim proceedings demand or order and any expenses reasonably incurred in preventing avoiding or mitigating loss or liability or damage) incurred or suffered by LVRPA in respect of all and any liability and/or any requirement or need to undertake investigation or remedial action arising on or after the date of the exercise of the Option in relation to the presence of Contamination in on at or migrating from the Eastern Land at any time save in respect of Historic Third Party Claims

34. **RELIANCE AND TERMS OF APPOINTMENT OF LDA CONTRACTORS**

LDA undertakes to comply with the following in respect of the appointment of all LDA Contractors:

34.1 LDA shall submit to LVRPA details of:

(a) the identity of all the LDA Contractors being the contractors consultants engineers environmental experts remediation contractor or such other contractors as may be appointed by LDA in relation to the Investigation Works and the Remediation Works; and

(b) the terms and conditions of appointment for all LDA Contractors

34.2 Before appointing any LDA Contractor LDA shall submit to LVRPA the terms and conditions of appointment of the LDA Contractor and shall take account of and procure that the LDA Contractor acts on and/or incorporates LVRPA's reasonable representations and requirements made within 15 working days of the receipt of the terms and conditions of appointment

34.3 It shall be a condition of the appointment of any LDA Contractor that the LDA Contractor shall provide LVRPA with:

(a) a Warranty in favour of LVRPA in respect of any reports documents and the services provided by the LDA Contractor in relation to the Investigation Works and the Remediation Works;

(b) all reports documents or surveys prepared or provided by the LDA Contractors or otherwise in the possession of LDA in relation to or arising from Investigation Works and the Remediation Works

and LDA shall procure that the LDA Contractors comply with this clause 34

34.4 LDA shall use reasonable endeavours to procure that all LDA Contractors shall have and subject to clauses 34.5 and 34.6 below shall each maintain appropriate professional indemnity insurance public liability or other appropriate insurance in relation to the Investigation Works and Remediation Works

34.5 LDA shall use reasonable endeavours to procure that the LDA Contractors produce to LVRPA upon written request satisfactory evidence of the insurance arrangements identified in this clause 34 within 48 (forty eight) hours of being so required and LDA shall notify LVRPA in writing immediately if it ceases for any reason to have the cover available

and/or it becomes aware that a LDA Contractor ceases for any reason to have the cover available

34.6 LDA shall use reasonable endeavours to procure that the amount of professional indemnity insurance cover, public liability insurance cover or other appropriate insurance cover referred to in this clause 34 shall be maintained in all respects by each LDA Contractor during the performance of the Investigation Works and the Remediation Works and (in case of professional indemnity insurance cover) for a period of 12 (twelve) years from the date of the completion of the Works and the LDA Contractors shall at all times during this period make full and frank disclosure to its insurers and keep all premiums paid in respect of such insurance cover and observe any conditions attached or relevant to such cover provided that if such insurance cover is not available or maintainable at commercially reasonable rates with a reputable insurer, the LDA Contractor will inform LDA immediately (who will then inform LVRPA of this in writing)

35. CONDUCT OF CLAIMS

35.1 If LDA or LVRPA (the "**Relevant Party**") becomes aware of any Environmental Proceeding which is being brought threatened or taken against the Relevant Party after the date of this Agreement in relation to any Contamination at or migrating from the Property the Relevant Party shall as soon as practicable and in any event within (15) fifteen working days give written reasonable notice and details of claim thereof to the other party

35.2 Each of LDA and LVRPA shall give such co-operation as may reasonably be requested by the other party with respect to any Environmental Proceedings and shall keep the other party informed of all developments in relation to such Environmental Proceedings (including by provision of all material documents)

35.3 No agreement concession settlement or admission of liability (including any failure to appeal or decision not to do so) in any Environmental Proceedings which may have any detrimental effect upon LVRPA shall be agreed made or offered by LDA without the prior written consent of LVRPA (such consent not to be unreasonably withheld or delayed)

36. ADDITIONAL LAND

36.1 Subject to the provisions of this clause 36 and subject to the LDA exercising the Eastern Land Option LDA shall use all reasonable endeavours to acquire or procure the transfer of freehold or long leasehold of not less than 999 years remaining land within the Olympic Zone and the Southern Lee Valley with the intention that an area of such land being not less than twice the area of the Eastern Land would subsequently be utilised to extend the Lee Valley Regional Park and LDA shall serve written notice on LVRPA as soon as Additional Land which complies with clause 36.2 has been procured by LDA and LVRPA shall (subject to clause 36.2) be obliged to acquire such land unless LVRPA serves a counternotice rejecting the land within 10 working days of receipt of the Additional Land Notice

36.2 The Additional Land shall be transferred to LVRPA at no consideration or cost and the following are pre-conditions to the transfer of the Additional Land:

(a) the land abuts the existing Lee Valley Regional Park or the Lee Valley Regional Park as extended by the addition of Additional Land;

(b) the land is landscaped to a design previously approved by LVRPA acting reasonably;

(c) any necessary order approvals or consents required under the LVRPA Act have been obtained;

(d) all necessary Consents have been obtained by LDA at its sole cost for the proposed use;

(e) the land has Good Title;

(f) the land contains no Contamination which would be required to be removed under Environmental Law or planning or other statutory requirements for its actual or proposed use

36.3 The Conditions of Sale contained in Part 2 of Schedule 5 shall apply to the transfer of the Additional Land save that completion shall occur 20 working days following the Additional Land Notice unless a counternotice has been served

37. **EXCLUSION OF THE LANDLORD AND TENANT ACT 1954**

37.1 LDA confirms that in relation to the tenancy to be created by the Leases and prior to entering into this agreement

(a) LVRPA served on the LDA a notice dated complying with the requirements of section 38A(3) of the Landlord and Tenant Act 1954

(b) LDA or a person duly authorised by LDA made a statutory declaration (the **"Statutory Declaration"**) complying with the requirements of schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

37.2 Where the Statutory Declaration was made by a person other than LDA LDA confirms that the declarant was duly authorised to make the Statutory Declaration on LDA's behalf

37.3 LVRPA and LDA agree that sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy to be created by the Leases

38. **INCORPORATION OF SCHEDULES**

The provisions of the schedules are to apply as part of this agreement and the parties hereby covenant to observe and perform their respective obligations therein set out

Signed by the respective authorised representatives of the parties on the date which appears at the head of this agreement

SCHEDULE 1

DESCRIPTION OF THE PROPERTY

Part 1

Olympic Development

Drawing No. LLV-OL-MAA-05-001-A

"Olympic Masterplan"

Part 2

Legacy Development

Drawing No. LLV-OL-APP-05-P-073A

"Proposed General Layout of Legacy Development"

SCHEDULE 2

PLANNING OBLIGATIONS

1. **STATEMENT OF THE PLANNING OBLIGATIONS**

The obligations in this Schedule require that at the sole cost of LDA the following events occur

(a) first the grant of Satisfactory Planning Consent and

(b) secondly the completion of any Planning Agreement or Works Agreement required by any condition of or for the implementation of the Satisfactory Planning Consent

2. **GENERAL PLANNING OBLIGATIONS - LDA**

2.1 LDA shall use all reasonable endeavours to obtain a Satisfactory Planning Consent

2.2 LDA agrees to engage the services of highway consultants planning consultants architects and all other professionals (the "Planning Consultants") as required for the purpose of discharging its obligations under this schedule and to retain their services until the obligations are discharged or this agreement is terminated

3. **GENERAL PLANNING OBLIGATIONS - LVRPA**

LVRPA shall co-operate with LDA and use all reasonable endeavours to assist LDA to discharge the obligations in paragraph 2 provided that nothing herein shall in any way inhibit affect limit or interfere with LVRPA's functions as regional park authority or any decision made by it in such capacity

4. **FULL APPLICATION**

4.1 Any Full Application relating to Legacy Works is made at LDA's own expense and shall be in a form:

(a) which in the reasonable opinion of LVRPA (acting as landowner) is supportable in planning terms to the reasonable satisfaction of LVRPA

(b) which is previously approved by LVRPA such approval not to be unreasonably withheld or delayed provided that LVRPA shall respond as soon as practicable and if LVRPA do not respond to an application for approval within 30 working days then approval shall be deemed to have been given by LVRPA

4.2 LDA shall submit the form of any Full Application relating to the Legacy Works to LVRPA for its approval (as landowner) together with the Supporting Documentation and shall not submit any Full Application relating to the Legacy Works to the Planning Authority until LVRPA has approved it provided that LVRPA shall respond as soon as practicable and if LVRPA do not respond to an application for approval within 30 working days then approval shall be deemed to have been given by LVRPA

4.3 Following the date hereof LDA shall keep LVRPA fully informed of the progress of the preparation of the form of any Full Application relating to the Legacy Works and the Supporting Documentation and LDA shall take account of any reasonable representations made by LVRPA provided that they do not impinge upon the requirements for the Olympics

4.4 Before and/or following the submission of any Full Application relating to the Legacy Works if requisite or desirable in order to obtain Planning Permission LDA shall enter into discussion or negotiation with the Planning Authority

4.5 In consequence of discussion or negotiation with the Planning Authority LDA considers it prudent or if the Planning Consultants advise it to be requisite or desirable in order to obtain Planning Permission LDA may amend or withdraw any Full Application relating to the Legacy Works and submit in substitution or in duplicate any Full Application but shall not withdraw or materially amend any such Full Application made to the Planning Authority without the consent of LVRPA (such consent not to be unreasonably withheld or delayed) provided that LVRPA shall respond as soon as practicable and if LVRPA do not respond to an application for approval within 30 working days then approval shall be deemed to have been given by LVRPA

4.6 If in its reasonable discretion LDA considers it prudent to do so it may agree with the Planning Authority for the extension of the period within which the Planning Authority are to give notice of a decision or referral of any Application under section 78 of the Planning Act

4.7 In conducting discussions or negotiations with the Planning Authority LDA shall:

(a) keep LVRPA informed of all Applications the progress of Applications correspondence meetings negotiations proposals and proceedings and

(b) allow LVRPA and its advisers to attend such meetings and to participate at them (where the meetings relate to the Legacy Works)

(c) provide to LVRPA a copy of any draft Planning Agreement within ten working days of the date on which LDA receives (or provides as the case may be) that draft from (or to) the Planning Authority or highway authority

5. RESERVED MATTERS - APPROVAL

5.1 The LDA shall apply at its own expense to the Planning Authority for the approval of any Reserved Matters which relate to the Legacy Works as soon as reasonably practicable and LDA shall take account of any reasonable representations made by LVRPA provided that they do not impinge upon the requirements for the Olympics

5.2 Any application for the approval of Reserved Matters relating to Legacy Works shall:

(a) shall conform with the Legacy Development Drawing

(b) be in a form which is previously approved by LVRPA such approval not to be unreasonably withheld or delayed provided that LVRPA shall respond as soon as practicable and if LVRPA do not respond to an application for approval within 30 working days then approval shall be deemed to have been given by LVRPA

6. PLANNING AGREEMENTS

6.1 If so required by the Planning Authority or other competent authority LDA shall insofar as it has power so to do enter into any Planning Agreement and/or Works Agreement relating to the Development so as to bind its rights created by this agreement in relation to the Property and any parts of the Property it may then own and following completion of the Leases shall enter into a further deed to confirm such Planning Agreement and/or Works Agreement and so as to bind the estate created by the Leases

6.2 At the request of LDA and in order to facilitate the creation of planning obligations binding on the full title of the relevant land LVRPA shall consent to its freehold interest being bound by LDA's obligations given within any Planning Agreement and/or Works Agreement relating to the Development imposing covenants or planning obligations by being a party to such Planning Agreement and/or Works Agreement PROVIDED that LDA fully indemnifies LVRPA in respect of all liability to observe or perform planning obligations thereunder but excluding any ongoing liabilities which do not constitute LVRPA Onerous

Conditions in respect of the Legacy Development once the same has been completed as provided in paragraph 4 of Schedule 4

6.3 LVRPA may in its discretion agree to enter into a Planning Agreement and/or Works Agreement even if it does not include all or any of the above provisions

6.4 LDA shall use best endeavour to procure that any Planning Agreement or Works Agreement shall not contain any LVRPA Onerous Conditions

6.5 Any obligation or term in a Planning Agreement and/or Works Agreement shall not be (if it otherwise would be) an LVRPA Onerous Condition once it has been accepted by LVRPA

7. APPEALS

7.1 LDA may in its discretion pursue a Planning Appeal against any Planning Refusal but shall not be obliged to

7.2 If LDA decides to pursue such a Planning Appeal it shall do so at its own expense

7.3 LDA shall pursue any Planning Appeal commenced with due diligence and in an efficient manner but may discontinue or withdraw from any Planning Appeal at any time in its absolute discretion

7.4 LDA and LVRPA shall if it is reasonably possible and prudent to do so seek to conjoin any public inquiry arising out of a Planning Appeal with any CPO and/or other Planning Appeal

7.5 In prosecuting the Planning Appeal relating to Legacy Works LDA shall:

(a) make available for inspection by LVRPA with all material and relevant information with respect to the Planning Appeal including correspondence notifications instructions to and advice of counsel and evidence of expert and other witnesses the dates of any inquiry hearing or for the submission of written representations and

(b) allow LVRPA and its planning advisers to attend at conferences with counsel and other relevant meetings (but not participate unless the Planning Appeal relates to the Legacy Works)

7.6 Neither party shall be obliged to pursue any Challenge Appeal challenging a Planning Permission Outline Planning Permission capable of providing for a Satisfactory Planning Consent or support any such Challenge Appeal but LDA may at its discretion pursue a Challenge Appeal against a Planning Refusal by the Deputy Prime Minister in which case the provisions of paragraph 7.5 shall apply mutatis mutandis

8. ONEROUS CONDITIONS

LDA shall use best endeavours to procure that any Planning Permission contains no LVRPA Onerous Conditions provided that LDA shall not be obliged to pursue a Planning Appeal against the imposition of a LVRPA Onerous Condition unless Planning Counsel advises LDA and LVRPA that the Planning Appeal has a reasonable prospect of success

9. PLANNING CONDITION NOTICE PROVISIONS

9.1 Each party shall notify the other within ten working days of the receipt by it of any planning decision resulting from any Application or the result of Appeal Proceedings

9.2 LDA shall promptly notify LVRPA of any decision it may make as to the making amending or resubmission of any Application or the making of any Appeal Proceedings

10. LVRPA ONEROUS CONDITIONS

10.1 From time to time LVRPA shall use all reasonable endeavours to make representations to LDA regarding the existence or possible existence of any LVRPA Onerous Conditions

10.2 LDA shall be entitled to provide LVRPA with the wording or the principle of any proposed condition and request confirmation from LVRPA as to whether or not such condition would be a LVRPA Onerous Condition such confirmation to be given within 15 working days of such request provided that if LVRPA do not respond (with full reasons) within such 15 working days then LVRPA shall be deemed to have accepted such condition

11. GENERAL PRINCIPLES

For the purposes of this Schedule 2 the expressions "Legacy Works" and "Legacy Development Drawing" shall not include any works to be constructed on the Property as part of the Olympic Works ("Olympic Elements") but shall include any post Olympic works to be carried out to the Olympic Elements as part of the Legacy Development provided that the Olympic Elements shall have a design and construction life appropriate for LVRPA's intended legacy use

SCHEDULE 3

CONDITIONS PRECEDENT

Part 1

The award to London of the Olympics

Part 2

1. **MINISTERIAL CONSENT**

It is a Condition Precedent of this agreement that LVRPA obtains Ministerial Consent

2. **APPLICATION FOR MINISTERIAL CONSENT**

2.1 LVRPA shall immediately following the date of this agreement prepare a draft application to the Minister for Ministerial Consent and shall supply a copy of such draft application to LDA and shall take account of any reasonable representations made by LDA within 15 working days of receipt of the said draft

2.2 Following the making of an application to the Minister for Ministerial Consent LVRPA shall use all reasonable endeavours to secure the grant of Ministerial Consent and shall keep LDA informed of the progress of the application

2.3 On the grant to LVRPA of Ministerial Consent LVRPA shall within 10 working days of such grant notify LDA of the grant of Ministerial Consent and shall supply LDA with a copy of the Ministerial Consent

3. **JUDICIAL REVIEW**

3.1 The Challenge Period shall apply to the grant of Ministerial Consent as it applies to the grant of Planning Permission and a Planning Refusal

3.2 Notwithstanding the grant of Ministerial Consent this Condition Precedent shall not be satisfied until the Challenge Period has expired

3.3 If any challenge by way of judicial review is made in respect of the grant of Ministerial Consent within the Challenge Period then this Condition Precedent shall not be satisfied unless or until the right to continue the challenge has either been abandoned or lost or finally disposed of leaving in place a Ministerial Consent

Part 3

It is a Condition Precedent of this agreement that the LDA shall have novated its rights and obligations under this agreement (either in whole or part) to a Relevant Body in accordance with clause 27

SCHEDULE 4

DEVELOPMENT OBLIGATIONS

Part 1

OLYMPIC WORKS DEVELOPMENT OBLIGATIONS

1. THE BUILDING CONTRACTOR AND PROFESSIONAL TEAM

1.1 LDA shall enter into the Building Contracts with each of the Building Contractors and either LDA or the Building Contractor will appoint each member of the Professional Team in connection with the Development and the Works or each relevant part of the Works (as the case may be)

1.2 The appointment and engagement of a member of the Professional Team shall be made having regard to his repute competence and suitability with respect to the Development and the Works

1.3 LDA shall submit to LVRPA full details of the tender list for Building Contractors and members of the Professional Team and LDA shall take account of LVRPA's reasonable representations in so far as the same relate to the Development made within 15 working days of the receipt of such information

1.4 This paragraph 1 applies also to the appointment of a Building Contractor or a member of the Professional Team by way of replacement or addition of a Building Contractor or any member of the Professional Team

1.5 LDA will diligently procure the due performance and observance of the obligations and duties of each Building Contractor and each member of the Professional Team

1.6 LDA will procure that each Building Contractor and any contractor who has a material design responsibility for any part of the Works either enters into a duty of care warranty in the form of the Warranties at the time of or before the Lease Grant Date and deliver the same to LVRPA or include within the terms of the relevant Building Contract or subcontract Third Party Rights which offer no less protection in all material respects than the Warranties in favour of LVRPA

1.7 LDA shall procure that as soon as practicable following the appointment of each member of the Professional Team or if later on or before the Lease Grant Date each member of the Professional Team shall either enter into a professional warranty in the form of the Warranties and deliver the same to LVRPA or include within the terms of each appointment Third Party Rights which in all material respects offers no less protection than the Warranties in favour of LVRPA

1.8 LDA shall procure that any letter of intent entered into in respect of any Building Contract shall include Third Party Rights which offer no less protection in all material respects than the Warranties

2. DEVELOPMENT DRAWINGS AND VARIATIONS

2.1 LDA shall submit the detailed plans and specifications for the Works to LVRPA for information from time to time

2.2 LDA shall keep LVRPA fully informed of all proposed Material Variations to the Legacy Development Drawing and for the purposes of this paragraph 2 a Material Variation shall be a Variation which involves a significant alteration to the height architectural finishes or external appearance of the Legacy Development as shown in the Legacy Development Drawing (as amended from time to time) and/or the substitution of materials which are

not of a materially lesser quality specification and performance or (where visible) of equivalent appearance to those in the Legacy Development Drawing (as amended from time to time)

3. **EXECUTION OF THE WORKS**

3.1 LDA shall procure that the Works are carried out and completed:

(a) in a good and workmanlike manner free from all defects and in accordance with good building practice

(b) with good and suitable materials

(c) in accordance with this agreement

(d) in compliance with the Satisfactory Planning Consent and all Consents including obligations within a Planning Agreement and/or Works Agreement or other statutory provisions applicable to the Development

(e) in compliance with all statutory orders and regulations made under or deriving validity from them and any requirements and codes of practice of local authorities and competent authorities affecting the Development and/or the Property including all Environmental Laws and the requirements of the Environment Agency

(f) without infringement of any rights reservations covenants restrictions stipulations or other encumbrances binding on or affecting the Property

(g) with due diligence

(h) in accordance with the relevant BREEAM Standards applicable to the Development

(i) in accordance with the Building Contracts and appointments of the Professional Team

(j) in accordance with the Core Values

3.2 LDA shall diligently take all steps necessary effectively to procure the due performance and observance of the obligations and duties of each Building Contractor

3.3 LDA shall not do nor omit to do any act or thing which would entitle any Building Contractor to treat as terminated by breach the relevant Building Contract

3.4 LDA shall procure that there is not specified for use or used on or in connection with the Development any materials or substances which at the time of specification are not approved or not recommended by the current British Standards and Codes of Practice (so far as they may be applicable to the Development) or materials which are deleterious meaning materials which are generally known within the construction industry at the time of specification or use to be deleterious to health and safety or to the durability of the Development in the particular circumstances in which they are used

3.5 LDA shall assume the obligations on behalf of LVRPA as the only client for the purposes of the Construction (Design and Management) Regulations 1994 (the "Regulations") and will ensure that the execution of the Works complies with the Regulations

3.6 LDA will keep LVRPA regularly (and not less frequently than once every two months) informed of:

(a) material measures taken and stages reached by LDA in performing his obligations under this agreement

(b) the progress of the Works

(c) material problems or delays affecting the Works

3.7 Subject to paragraph 5 LDA shall indemnify LVRPA against all liabilities damages losses costs claims expenses demands actions and judgments arising from the Olympic Development and the Legacy Works

3.8 LDA shall from the Entry Date comply with its obligations in part 3 of this Schedule

4. **PRACTICAL COMPLETION**

LDA will give as much notice as practicable to LVRPA of the pending issue of a Completion Certificate in order to allow LVRPA and its professional advisers the opportunity to inspect the Works or relevant part thereof

5. **DEFECTS LIABILITY**

5.1 LDA will enforce the defects liability provisions in each Building Contract and will procure that all Snagging Items appearing on any snagging list issued at the time of Practical Completion are completed and made good as soon as reasonably practicable

5.2 LDA will cease to be liable and LVRPA shall make no claim against LDA for the breach non-observance or non-performance of LDA's obligations under this agreement either in contract under statute or in tort following the issue of all certificates of making good defects after the expiration of the period of 12 months from Practical Completion but without prejudice to any right or remedy of LVRPA for any specific claim made against or notified to LDA before the expiration of that period

6. **INSURANCE**

LDA shall at all times from the Entry Date keep or procure the buildings and erections standing on parts of the Property and the Works insured against loss or damage by fire and all other usual contractors' risks until Practical Completion of the Works and following Practical Completion of the Works in accordance with the Lease

7. **INSPECTION OF THE WORKS BY LVRPA**

7.1 LDA will procure that LVRPA and its advisers may at all reasonable times upon reasonable prior written notice during the Development by arrangement with LDA and the Building Contractor enter the Property in order to inspect and view the state and progress of the Works and the materials used

7.2 LVRPA and its advisers in doing so may not impede or obstruct the progress of the Works nor issue any instructions to the Building Contractor any workmen employed on the site or the Professional Team and will comply with all reasonable safety requirements imposed by any Building Contractor or by LDA and will address any requirement comment or complaint only to LDA

7.3 LDA will arrange with such frequency as the parties may reasonably agree and will give to LVRPA and its professional advisers where practicable at least 5 working days prior notice of meetings which relate to material issues concerning the Development with the Professional Team and the Building Contractor which LVRPA and its professional advisers will be entitled to attend

7.4 LDA will pay due regard to the proper written representations of LVRPA or its professional advisers given promptly and which are consistent with the terms of this agreement

Part 2

LEGACY WORKS DEVELOPMENT OBLIGATIONS

1. THE BUILDING CONTRACTOR AND PROFESSIONAL TEAM

1.1 LDA shall enter into the Building Contracts with each of the Building Contractors and either LDA or the Building Contractor will appoint each member of the Professional Team in connection with the Development and the Works or each relevant part of the Works (as the case may be)

1.2 The appointment and engagement of a member of the Professional Team shall be made having regard to his repute competence and suitability with respect to the Development and the Works

1.3 LDA may not and shall procure that the Building Contractor where appropriate does not appoint or engage a member of the Professional Team without the prior written approval of LVRPA (such approval not to be unreasonably withheld or delayed) as to the identity of the consultant in question and the terms of his appointment and if LVRPA do not respond to an application for approval (with full reasons) within 15 working days then approval shall be deemed to have been given by LVRPA

1.4 LDA may not enter into any Building Contract without the prior written approval of LVRPA (such approval not to be unreasonably withheld or delayed) as to the identity of the Building Contractor and the terms of such Building Contract and if LVRPA do not respond to an application for approval (with full reasons) within 15 working days then approval shall be deemed to have been given by LVRPA

1.5 LDA shall as soon as reasonably practicable after obtaining the actual or deemed approval of LVRPA to a Building Contractor or Professional Team member pursuant to this paragraph enter into the Building Contract and appointments (or procure that the Building Contractor does so) of each member of the Professional Team in the approved form for the carrying out and completion of the Works or part thereof covered by such Building Contract or appointment

1.6 This paragraph applies also to the appointment of a Building Contractor or a member of the Professional Team by way of replacement or addition of a Building Contractor or any member of the Professional Team

1.7 LDA will:

(a) diligently procure the due performance and observance of the obligations and duties of each Building Contractor and each member of the Professional Team

(b) not waive release vary nor estop itself from enforcing or seeking redress for any such obligation or duty without the consent of LVRPA (such consent not to be unreasonably withheld or delayed) and if LVRPA do not respond to an application for approval within 15 working days then approval shall be deemed to have been given by LVRPA and

(c) not do nor omit to do any act or thing which would entitle a Building Contractor or a member of the Professional Team to treat as terminated by breach the Building Contract or his appointment in connection with the Development and the Works

1.8 LDA will procure that each Building Contractor and any sub-contractor who has a design responsibility for any part of the Works either enters into a duty of care warranty in the form of the Warranties (with only such amendments as may be approved by LVRPA acting reasonably but provided always that LVRPA's security shall not be materially diminished) at the time of or before exchange of the relevant Building Contract or sub contract and deliver the same to LVRPA or include within the terms of the relevant Building Contract or

subcontract Third Party Rights acceptable to LVRPA acting reasonably and which offer no less protection in all material respects than the Warranties in favour of LVRPA

1.9 LDA shall procure that as soon as practicable following the appointment of each member of the Professional Team or if later on or before the Lease Grant Date each member of the Professional Team shall either enter into a professional warranty in the form of the Warranties (with only such amendments as may be approved by LVRPA acting reasonably but provided always that LVRPA's security shall not be materially diminished) in relation to the whole or the relevant part of the Works (as the case may be) and deliver the same to LVRPA or include within the terms of each appointment Third Party Rights acceptable to LVRPA acting reasonably and which in all material respects offers no less protection than the Warranties in favour of LVRPA

1.10 LDA shall procure that any letter of intent entered into in respect of any Building Contract shall include Third Party Rights acceptable to LVRPA acting reasonably and which offer no less protection in all material respects than the Warranties

1.11 The provisions of paragraph 1.4 and 1.5 shall not apply to any Building Contractor or Member of the Professional Team appointed under Part 1 of this Schedule for both Olympic Works and Legacy Works

2. DEVELOPMENT DRAWINGS AND VARIATIONS

2.1 LDA shall submit the detailed plans and specifications for the Legacy Works to LVRPA for the approval of LVRPA (such approval not to be unreasonably withheld or delayed) and such approval shall be deemed to be given if not given with reasons within 40 working days

2.2 LDA shall keep LVRPA fully informed of all proposed Variations (whether Material Variations or not) to the Legacy Development Drawing

(a) If LDA shall desire to make any Material Variation (as defined in paragraph 2.2(b) below) to the Legacy Development Drawings which LDA and/or LVRPA considers (acting reasonably) to be of a material nature LDA shall procure the preparation of such plans and specifications as shall show the desired Material Variation to a reasonable scale and level of detail and submit four copies of the same to LVRPA for its written approval (such approval not to be unreasonably withheld or delayed) and LDA shall not commence any works involving any such Variation until such approval has been given

(b) For the purposes of this paragraph 2 a Material Variation shall be a Variation which involves a significant alteration to the height architectural finishes or external appearance of the Legacy Works as shown in the Legacy Development Drawings (as amended from time to time) and/or the substitution of materials which are not of a materially lesser quality specification and performance or (where visible) of equivalent appearance to those in the Legacy Development Drawings (as amended from time to time)

2.3 If LVRPA have any objections to the Material Variation proposed they shall respond to LDA:

(a) in the case of a Material Variation proposed prior to the commencement of the Works within 30 working days of receipt of all of the information required under paragraph 2.2(a)

(b) in the case of a Material Variation proposed after the commencement of the Works within 10 working days of receipt of all of the information required under paragraph 2.2(a)

and if LVRPA do not either respond or refuse consent supported by a statement setting out in reasonable detail the reasons for any refusal of consent within the said periods the Material Variation proposed will be deemed to have been approved by LVRPA

2.4 for the purposes of this paragraph 2 only the expressions "Legacy Works" and "Legacy Development Drawing" shall not include any works to be constructed on the Property as part of the Olympic Works ("Olympic Elements") but shall include any post Olympic works to be carried out to the Olympic Elements as part of the Legacy Development provided that the Olympic Elements shall have a design and construction life appropriate for LVRPA's intended legacy use

2.5 LDA and LVRPA each acknowledge that the Legacy Development Drawing attached to this Agreement is out of date and that this will, as a minimum, require amendment to reflect the latest drawings showing the proposed Olympic Development

2.6 Any disputes in relation to the operation of this paragraph 2 shall be resolved in accordance with clause 20

3. **CONSENTS**

3.1 At LDA's own cost and expense and insofar as they shall not already have been obtained LDA shall apply for and with all due diligence and despatch proceed with every such application and obtain the Consents and shall give all necessary and usual notices under all applicable statutes and all orders regulations or by-laws made thereunder

3.2 LDA shall ensure so far as reasonably practicable that the Consents are preserved for the benefit of the Property and the Development and remain in full force and effect for as long as necessary for the conduct of the Works

4. **EXECUTION OF THE WORKS**

4.1 LDA shall procure that the Works are carried out and completed:

(a) in a good and workmanlike manner free from all defects and in accordance with good building practice

(b) with good and suitable materials

(c) in accordance with this agreement

(d) in compliance with the Satisfactory Planning Consent and all Consents including obligations within a Planning Agreement and/or Works Agreement or other statutory provisions applicable to the Development

(e) in compliance with all statutory orders and regulations made under or deriving validity from them and any requirements and codes of practice of local authorities and competent authorities affecting the Development and/or the Property including all Environmental Laws and the requirements of the Environment Agency

(f) without infringement of any rights reservations covenants restrictions stipulations or other encumbrances binding on or affecting the Property

(g) with due diligence

(h) in accordance with the relevant BREEAM Standards applicable to the Development

(i) in accordance with the Building Contracts and appointments of the Professional Team

(j) in accordance with the Core Values

4.2 LDA shall not specify for use any materials not conforming with the Development Documents

4.3 LDA shall diligently take all steps necessary effectively to procure the due performance and observance of the obligations and duties of each Building Contractor

4.4 LDA shall not take any action which may waive release vary nor estop LDA from enforcing or seeking redress for any obligations or duties of each Building Contractor without the consent of LVRPA (such consent not to be unreasonably withheld)

4.5 LDA shall not do nor omit to do any act or thing which would entitle any Building Contractor to treat as terminated by breach the relevant Building Contract

4.6 LDA shall procure that there is not specified for use or used on or in connection with the Development any materials or substances which at the time of specification are not approved or not recommended by the current British Standards and Codes of Practice (so far as they may be applicable to the Development) or materials which are deleterious meaning materials which are generally known within the construction industry at the time of specification or use to be deleterious to health and safety or to the durability of the Development in the particular circumstances in which they are used

4.7 LDA shall assume the obligations on behalf of LVRPA as the only client for the purposes of the Construction (Design and Management) Regulations 1994 (the "Regulations") and will ensure that the execution of the Works complies with the Regulations

4.8 LDA will keep LVRPA regularly (and not less frequently than once every two months) informed of:

(a) material measures taken and stages reached by LDA in performing his obligations under this agreement

(b) the progress of the Works

(c) material problems or delays affecting the Works

and will supply to LVRPA as soon as is reasonably possible copies of any minutes or other formal written records of site and other relevant meetings and reports issued by the Professional Team and/or the Building Contractor

4.9 LDA shall indemnify LVRPA against all liabilities damages losses costs claims expenses demands actions and judgments arising from the Legacy Works

4.10 LDA shall from the Lease Grant Date comply with its obligations in part 3 of this Schedule

5. **PROGRAMME**

5.1 LDA will procure that the Date of Practical Completion of the Legacy Works shall occur as soon as practicable following Olympic Closing and in any event by 31 March 2015

5.2 LDA shall promptly notify LVRPA of any anticipated delay in the Works and its cause and will use all reasonable endeavours to prevent the occurrence of such delay and will mitigate or reduce the effect of any such delays and shall keep LVRPA informed of the success of such endeavours

6. PRACTICAL COMPLETION

6.1 LDA will give at least 20 working days' notice to LVRPA of the pending issue of a Completion Certificate in order to allow LVRPA and its professional advisers the opportunity to inspect the Works or relevant part thereof and consider whether they have been completed in accordance with the relevant Building Contract and this agreement

6.2 LDA will procure that the architect (or other party having the responsibility of doing so under the Building Contract) shall not issue the Completion Certificate until such times as the Works or the relevant part has achieved Practical Completion

6.3 LDA shall procure that the architect gives proper consideration to any reasonable representations made in writing to him by LVRPA within 10 working days of such inspection as to whether the Completion Certificate should be issued at a particular time or what if any qualifications should be made to the Completion Certificate upon its issue

6.4 If LVRPA acting properly and reasonably is of the opinion that the Completion Certificate should not have been issued or that the certificate as issued has not been properly qualified LVRPA may serve written notice on LDA within 10 Working Days of receipt of a copy of the Completion Certificate in respect of which time shall be of the essence such notice to contain details of LVRPA's objections and LDA shall liaise with LVRPA and use all reasonable endeavours to resolve what if any action should be taken but if they cannot or do not do so the objections not so resolved will be referred to dispute resolution in accordance with clause 20

6.5 LDA will take whatever action may be required pursuant to a determination by the Expert under clause 20 in consequence of an objection of LVRPA

6.6 Nothing in this agreement shall fetter the authority of the person who is responsible for issuing the Completion Certificate

7. DEFECTS LIABILITY

7.1 LDA will enforce the defects liability provisions in each Building Contract and will procure that all Snagging Items appearing on any snagging list issued at the time of Practical Completion are completed and made good as soon as reasonably practical

7.2 LDA will inspect the Works or relevant part thereof and prepare a schedule of defects itemising defects shrinkages and other faults due to materials or workmanship not in accordance with the Building Contract and will:

(a) deliver a copy to LVRPA in time for LVRPA to consider it and notify additions to LDA and

(b) then deliver the schedule (with any additions notified to LDA by LVRPA) to the Building Contractor within the appropriate time limits for doing so under the Building Contract

(c) procure that all defects are notified to it during the course of the defects liability period and remedied promptly

7.3 LDA shall promptly notify LVRPA of any anticipated delay in the Works and its cause and will use all reasonable endeavours to prevent the occurrence of such delay and will mitigate or reduce the effect of any such delays and shall keep LVRPA informed of the success of such endeavours

7.4 LDA will cease to be liable and LVRPA shall make no claim against LDA for the breach non-observance or non-performance of LDA's obligations under this agreement either in contract under statute or in tort following the issue of all certificates of making good defects after the

expiration of the period of 12 months from Practical Completion but without prejudice to any right or remedy of LVRPA for any specific claim made against or notified to LDA before the expiration of that period

8. **INSURANCE**

8.1 LDA shall at all times from the Entry Date keep or procure the buildings and erections standing on parts of the Property and the Works insured against loss or damage by fire and all other usual contractors' risks until Practical Completion of the Works and following Practical Completion of the Works in accordance with the Lease

9. **INSPECTION OF THE WORKS BY LVRPA**

9.1 LDA will procure that LVRPA and its advisers may at all reasonable times upon reasonable prior written notice during the Development by arrangement with LDA and the Building Contractor enter the Property in order to inspect and view the state and progress of the Works and the materials used

9.2 LVRPA and its advisers in doing so may not impede or obstruct the progress of the Works nor issue any instructions to the Building Contractor any workmen employed on the site or the Professional Team and will comply with all reasonable safety requirements imposed by any Building Contractor or by LDA and will address any requirement comment or complaint only to LDA

9.3 LDA will arrange with such frequency as the parties may reasonably agree and will give to LVRPA and its professional advisers where practicable at least 5 working days prior notice of meetings which relate to material issues concerning the Development with the Professional Team and the Building Contractor which LVRPA and its professional advisers will be entitled to attend

9.4 LDA will pay due regard to the proper written representations of LVRPA or its professional advisers given promptly and which are consistent with the terms of this agreement

9.5 If LVRPA acting properly and reasonably considers that any Works which have been the subject of prior written representations have not been or are not being carried out in accordance with this agreement it may at any time serve on LDA a notice ("Defects Notice") specifying in reasonable detail the relevant defects in the Works

9.6 No test or inspection of the Works by LVRPA and (if any Works have not been or are not being carried out in accordance with this Part 2) no failure or omission by LVRPA to serve a Defects Notice and no approval by LVRPA's Agent of the Legacy Development Drawing or of any variation or of any other matter or thing referred to in this agreement shall in any way affect or lessen the obligations of LDA under this agreement

Part 3

LDA'S OBLIGATIONS

1. **PAYMENT OF OUTGOINGS**

From and after the Entry Date to pay all rates taxes and outgoings duties fee charges and other impositions whether or not payable in respect of the whole of the Property or part thereof or any building standing thereon or on or by the owner or occupier thereof or in respect of the Works

2. **HOARDING AND FENCES**

At LDA's expense and to the reasonable satisfaction of LVRPA when reasonably required to erect and maintain either a hoarding or a chain link security fence not less than two metres high or some combination thereof along all the boundaries of the Property and at all times to maintain such fences and barriers in good order and condition

3. **SECURITY**

Throughout the execution of the Works to keep the Property secure against trespassers

4. **SUPPORT AND THIRD PARTY RIGHTS**

4.1 To maintain and if reasonably necessary from time to time renew any shores walls struts or supports now existing on the Property which support any adjoining or adjacent land building erection or highway and if necessary from time to time supply additional or other adequate support to any such land building erection or highway so that no material damage may occur thereto

4.2 To use all reasonable endeavours to ensure that no easements or rights of any third party disclosed to LDA are infringed

5. **COMPLIANCE WITH STATUTES**

At all times to comply with all acts of parliament statutory instruments regulations directions by-laws orders and notices and from time to time to obtain all necessary consents licences permissions and approvals for the continuance of the Works and the occupation by LDA of the Property and to comply with the lawful requirements of all authorities affecting the Property or any buildings thereon or otherwise relating to the carrying out by LDA of its obligations under this agreement

6. **ADVERTISEMENTS AND SIGNS**

Not without LVRPA's prior written consent such consent not to be unreasonably withheld or delayed to permit the Property or the boundary walls and fences thereof to be used for advertisements or other boards notices or signs except such usual contractors' and other signs relating to the Works and indicating the nature of the Development and the role of LDA

7. **REMOVAL OF UNNECESSARY MATERIALS AND CLEARANCE OF THE PROPERTY**

Not at any time to deposit or make up or manufacture or permit or suffer to be deposited made up or manufactured upon the Property or in any adjoining land any materials except such as shall be required for the Works and to use all reasonable endeavours not to deposit or permit or knowingly suffer to be deposited on any adjoining or nearby highways or roads any waste mud materials or deposits from the Property or any adjoining land affected or from vehicles from the Property and to cleanse all adjoining and nearby highways and roads of mud materials and deposits resulting from the Development and to install suitable wheel cleansing equipment in the Property

8. **ARTICLES OF ANTIQUARIAN INTEREST**

If there shall be found on or immediately adjacent to the Property any fossils coins relics or other articles or structures of historical antiquarian or archaeological interest (other than treasure trove) to endeavour not to disturb the same and to notify LVRPA thereof forthwith and cease if and insofar as the continuance of work would endanger the object or structure or prevent or impede its excavation or its removal and to preserve the same and where possible to hand the same over to LVRPA if so required by LVRPA PROVIDED THAT LDA shall allow LVRPA or such person or persons as LVRPA may nominate

reasonable access to the Property at all times during the carrying out of the Works and reasonable access to examine and excavate the object or structure in situ and reasonable facilities to remove the same provided always that LDA shall not be obliged to open up any part of the Works previously covered and any such fossils or articles (except treasure trove) shall as between LVRPA and LDA be deemed to be the property of LVRPA

9. **SUPERVISION OF THE WORKS**

To maintain throughout the execution of and for any necessary period after completion of the Works full adequate and competent supervision of the Works by LDA and its appropriate professional advisers and specialists

10. **DISCHARGE OF MATERIALS**

Not to knowingly cause or knowingly suffer any discharge of materials effluent debris or any other matters whatsoever onto any adjoining land

11. **NOTICES RECEIVED**

To notify LVRPA of any notices received by LDA (whether from any local or other competent authority or otherwise) relating to LVRPA's ownership of the Property and to supply a copy of every such notice to LVRPA within ten (10) working days after receipt of the same

SCHEDULE 5

EASTERN LAND OPTION

Part 1

1. **DEFINITIONS AND INTERPRETATION**

In this schedule unless the context otherwise requires the following words and expressions shall have the following meanings:

"Additional Consideration" means an amount equal to the financial value of any additional consideration in respect of a Disposal received by an Obligor (not forming part of the Sale Proceeds or part of any sum which would otherwise form part of any other Overage)

"Additional Overage Sum" means 50% of any Additional Consideration

"Base Case" means the development permitted pursuant to the outline planning permission dated 11 October 2004 (Ref: P/04/0001) and as shown on Plan LLV-OL-APP-05-P-077-A attached as annexure 8

"Base Figure" means the Index figure for the month immediately preceding the Contractual Completion Date

"Base Value" means the greater of:

(a) the Purchase Price or if greater the sum in pounds sterling produced by applying the formula

$$A \times \frac{C}{B}$$

Where:

A = Purchase Price

B = the Base Figure; and

C = the Review Figure

(b) where a Change of Use Overage Sum has been paid the Enhanced Value attributable to the calculation of such Change of Use Overage Sum

"Change of Use Overage Sum" means in relation to any Relevant Land a sum expressed in pounds sterling and calculated in accordance with the following formula:-

$$A = (B - C) \times D$$

Where:

A is the Change of Use Overage Sum;

B is the Enhanced Value;

C is the Old Value; and

D is 50%

and which should be not less than nil

"Contractual Completion Date" means the date of expiration of the period of 15 weeks commencing on (and including) the date upon which the Option is exercised or earlier upon not less than 10 working days prior written notice from the Obligor given after the date upon which the Option is exercised

" Costs" means the reasonable and proper

(a) legal and agent's fees incurred and paid by an Obligor in effecting and obtaining planning permission prior to any Disposal;

(b) costs incurred by an Obligor or its predecessors in title in carrying out investigations ground works installing services or roadways or pursuant to any Planning Agreement or Works Agreement or any actual development of the Eastern Land

"Disposal" means any sale lease or other disposal transaction or arrangement of or in connection with the grant or creation or disposal of an estate or interest in the Eastern Land or otherwise which is or has been or is intended to be effected by or on behalf of or at the direction of the Obligor or any mortgagee receiver or other encumbrancer of property charged by an Obligor but "Disposal" shall not include an agreement for the same (or include any mortgage or charge) save to the extent that any consideration is payable thereunder which amounts to more than a deposit

"Enhanced Use" means the use of any land or buildings as a result of which the Market Value of such land or buildings would be greater than the Market Value of such land and buildings without the benefit of the Enhanced Use.

"Enhanced Value" means the Market Value of the Eastern Land on the day following the grant of the Relevant Planning Permission

"Index" means the general index of retail prices (for all items) published by the Office for National Statistics and if that index is not published for a month which is relevant for the purposes of any provision in this schedule any substituted index or index figures published by that Office

"Market Value" means the estimated amount for which the Eastern Land should exchange

(a) (in respect of the Purchase Price) on the Contractual Completion Date for a single payment at completion (including the usual deposit paid on exchange) between a willing buyer and willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion on the assumption that the Eastern Land has the benefit of an implementable detailed planning permission for either (a) the Base Case or (b) if it would result in a higher Market Value for residential and/or commercial use as shown on the Relevant Planning Permission benefiting the Eastern Land as at the date of valuation; or

(b) (in respect of the Change of Use Overage) on the relevant date referred to in the definitions of Enhanced Value or Old Value for a single payment at completion (including the usual deposit paid on exchange) between a willing buyer and willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion on the assumption that the Eastern Land has the planning position referred to in those definitions

"Net Sale Proceeds" means the Sale Proceeds less the Costs

"Old Value" means prior to the grant of the first Relevant Planning Permission following the Contractual Completion Date the Purchase Price and in respect of any subsequent grants of Relevant Planning Permissions the Market Value of the Eastern Land immediately prior to the grant of the Relevant Planning Permission and without any increase due to an expectation of an imminent grant

"Option Notice" means the notice in the form set out in part 3 of this schedule

"Option Period" means the period commencing on Olympic Closing and expiring on 31 March 2015

"Overage" means the Overage Sum the Additional Overage Sum and the Change of Use Overage Sum

"Overage Period" means the period of 10 years from the Contractual Completion Date

"Overage Sum" means the sum expressed in pounds sterling and calculated in accordance with the following formula:

A = (B – C) x D

Where:

A is the Overage Sum;

B is the Net Sale Proceeds;

C is the Base Value; and

D is 50%

and which shall be not less than nil

"Receipt Date" means the date or dates on which the Obligor receives any Additional Consideration

"Relevant Land" means a part of the Eastern Land which is subject to a Disposal or a Relevant Planning Permission

"Relevant Planning Permission" means any actual implementable planning permission permitting the construction of new buildings and/or a change of use which in either case amounts to an Enhanced Use

"Review Date" means the date upon which the relevant financial calculation is being calculated

"Review Figure" means the Index figure for the month preceding the relevant Review Date

"Sale Date" means the date on which any Disposal of the whole or any part of the Eastern Land or any interest in it takes place

"Sale Proceeds" means on a sale by sale basis the aggregate of all gross capital sums whether or not payable by instalments (but excluding Value Added Tax) received by or on behalf of or at the direction of the Obligor from or as a result of any Disposal from time to time and the present value of any annual rent reserved by or premium payable in respect of any lease including subsequent instalments and in the case of any transaction or arrangement not giving rise solely to cash consideration shall include the gross value received at any time or from time to time by or on behalf of or at the direction of the

Obligor or any mortgagee receiver or other encumbrancer of the property charged by the Obligor of any property rights interests or thing exchanged or otherwise having value and interest on the same

"Special Conditions" means the conditions set out in part 2 of this schedule

"Standard Commercial Property Conditions" means the Standard Commercial Property Conditions (First Edition) and **"SCPC"** means Standard Commercial Property Condition

2. **OPTION GRANT**

LVRPA hereby grants to the Obligor the option during the Option Period of purchasing the Eastern Land at the Purchase Price

3. **REGISTRATION**

3.1 LVRPA consents to registration of an agreed notice in respect of the Option in the register of LVRPA's title to the Eastern Land

3.2 If the Option expires or is extinguished the Obligor shall forthwith cancel any registrations made by it in any registers to protect this agreement and by way of security appoints LVRPA its attorney for the purpose of effecting such cancellations

4. **OPTION EXERCISE**

The Option shall be exercisable by the Obligor sending the Option Notice to LVRPA before the expiry of the Option Period

5. **SALE AND PURCHASE**

5.1 Subject to the Option being exercised as hereinbefore provided LVRPA shall sell and the Obligor shall purchase the Eastern Land in consideration of the payment to LVRPA by the Obligor of the Purchase Price and in accordance with the Special Conditions and the other provisions of this schedule

5.2 Subject to the terms of this schedule LVRPA shall sell with full title guarantee as qualified in paragraph 9.2 hereof

6. **PRELIMINARY ANSWERS**

Save in the case of any fraudulent misrepresentation the Obligor agrees that it will have no remedy against LVRPA and that LVRPA shall have no liability to the Obligor in respect of any statement made in the negotiations leading to this agreement other than statements contained in written replies given by LVRPA's Solicitors to written enquiries raised by the Obligor's Solicitors

7. **VALUE ADDED TAX**

7.1 Save as the context requires or as otherwise stated all references to payments made in this agreement are references to such payments exclusive of Value Added Tax chargeable in respect of the supply of goods or services for which the payment is or is deemed to be consideration and where such payments fall to be made under this agreement the amount of such Value Added Tax shall be paid in addition thereto

7.2 Without prejudice to and save as mentioned earlier in this clause where any supply is made or deemed to be made pursuant to this agreement the recipient of the supply shall pay to the supplier the amount of any Value Added Tax chargeable in respect thereof

7.3 Where any payment is required to be made pursuant to this agreement to reimburse the payee for any expenditure incurred by the payee such payment shall include an amount equal to any Value Added Tax comprised in that expenditure which is not recoverable by the payee as input tax under section 25 of the Value Added Tax Act 1994

8. CALCULATION OF PURCHASE PRICE AND OVERAGE

8.1 The Purchase Price for the Eastern Land will be equal to its Market Value.

8.2 Immediately following the exercise of the Option the parties shall endeavour to agree the Market Value of the Eastern Land provided that if the parties fail to agree the Market Value within 4 weeks of the date of exercise of the Option then the matter shall be referred on the application of either party to an arbitrator for determination in accordance with the Arbitration Act 1996

8.3 Any dispute as to the calculation of sums due pursuant to paragraph 8 shall be referred on the application of either party to an arbitrator for determination in accordance with the Arbitration Act 1996

9. OVERAGE

9.1 The Obligor covenants with LVRPA that it will not later than 20 working days after any and each Sale Date occurring within the Overage Period pay to LVRPA the Overage Sum (if any)

9.2 The Obligor covenants with LVRPA to notify LVRPA (where practicable) not less than 20 working days prior to a proposed Disposal or grant of a Relevant Planning Permission with full details and copy documentation relating thereto

9.3 The Obligor covenants with LVRPA that it will not later than 20 working days after any Receipt Date pay to LVRPA the Additional Overage Sum (if any)

9.4 (a) The Obligor covenants with LVRPA to pay a Change of Use Overage Sum within 20 working days of each Relevant Planning Permission becoming incapable of challenge occurring within the Overage Period (provided a Relevant Planning Permission granted within the Overage Period shall trigger a payment notwithstanding the fact that any relevant challenge period expires after the expiry of the Overage Period) or the date of agreement or determination of the Change of Use Overage Sum

(b) The Obligor and LVRPA will use all reasonable endeavours to agree each Change of Use Overage Sum within ten working days of the date of each Relevant Planning Permission and if they cannot agree the same the matter will be determined by the expert on the application of either party in accordance with clause 20

9.5 The Obligor covenants with LVRPA:

(a) Not during the Overage Period to Dispose of the whole or any part or parts of the Eastern Land except to a person who has first executed a deed expressed to be made in favour of LVRPA and LVRPA's successors in title to the Retained Land for which that person covenants to comply with the terms of this clause

(b) Not to charge the whole or any part of the property except to a person who covenants with LVRPA and LVRPA's successors in title that no disposal will be made under any power of sale or of leasing arising by virtue of the charge except of a person that has executed a deed in the terms referred to above

9.6 (a) The parties shall apply to the Chief Land Registrar on form RX1 to enter a restriction on the title to the Eastern Land in the following form "no disposition of

the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate by the solicitor for LVRPA or its successor in title that the provisions of clause [ ] of an [Agreement dated [ ] Deed of Covenant dated [ ]] have been complied with"

(b) LVRPA will consent to the registration of a disposition of the Eastern Land or any part of it if a deed is entered into by a disponee in accordance with this clause and LVRPA has received a copy of it

9.7 Where this clause relates to a Disposal of part of the Eastern Land or a Relevant Planning Permission relating to part of the Eastern Land then the relevant provisions and definitions shall be applied pro-rata to the area of the Relevant Land to the total area of the Eastern Land

9.8 The parties shall at all times during the Overage Period act in good faith in respect of any Disposal and generally in respect of the operation of the Overage provisions herein contained

9.9 (a) On the last day of the Overage Period or if later following payment of any Overage due for the Overage Period

(i) a form RX3 (or any replacement for such form) in respect of any restriction registered to secure payment of any Overage; and

(ii) consent to the removal of any entry made in respect of this Schedule

(b) On completion of any sale of an individual unit on the Property to an occupier or if later following payment of any Overage then due but unpaid the LVRPA will provide in respect of the title of that unit (and so as to be ready and available and held by the Obligor's solicitor under an undertaking to the LVRPA's solicitor on or before the due date of each completion):

(i) A form RX3 (or any replacement for such form) in respect of any restriction registered to secure payment of any Overage; and

(ii) Consent to the removal of any entry made in respect of this Agreement

9.10 In respect of any calculation of Overage the Obligor shall supply full details including inter alia copy receipted invoices in respect of all costs without which any relevant costs shall not be taken into account in calculating Net Sale Proceeds

Part 2

The Special Conditions

1. **COMPLETION**

Completion of the sale and purchase shall take place on the Contractual Completion Date when the Purchase Price together with all other payments to be made pursuant to this agreement shall be paid by the Obligor to LVRPA

2. **TITLE**

Title having been deduced to the Obligor prior to the date of this agreement the Obligor shall be deemed to purchase with full knowledge of the title in all respects and shall not

raise any requisitions or objections in relation to the title, except matters arising after the date of this Agreement

3. **MATTERS AFFECTING THE EASTERN LAND**

3.1 The Eastern Land is sold subject to and (where appropriate) with the benefit of:

(a) the matters contained or referred to in the registers of the title

(b) all local land charges and other matters whensoever registered or registrable (whether registered or not) by any local or other authority and to every charge notice direction order restriction agreement resolution proposal condition and other matter affecting the Eastern Land

(c) (i) unregistered interests falling within Schedule 3 to the Land Registration Act 2002;

(ii) such other unregistered interests as may affect the Eastern Land to the extent that and for so long as they are preserved by Schedule 12 to the Land Registration Act 2002; and

(d) all matters for which LVRPA would not be liable under the covenants for title given pursuant to paragraph 5.2 of part 1 of this schedule

3.2 The Obligor shall be deemed to have notice of the matters referred to in paragraph 3.1 and shall not be entitled to raise any requisition or objection in respect of them

3.3 With the prior approval of LDA (such approval not to be unreasonably withheld or delayed) LVRPA shall be entitled to create encumbrances and easements affecting the Eastern Land

4. **TRANSFER**

4.1 The transfer of the Eastern Land shall be in the form attached as annexure 6 with such rights to be granted and excepted and reserved as shall be agreed between the parties acting reasonably and which shall be appropriate to enable the Eastern Land (or any Relevant Land) to be separately used for the uses anticipated by any Relevant Planning Permission and which shall as a minimum include the right to run services to relocate those services and of access to and from the adopted highway and any dispute shall be referred for determination pursuant to clause 20

4.2 The Obligor shall be entitled under the option to call for the transfer of the Eastern Land in no more than 6 tranches and shall be entitled to direct completion with a third party

4.3 The Overage provisions contained in this schedule shall be set out in full in a separate deed of covenant entered into by the Obligor or third party purchaser as the case may be which shall be completed simultaneously with the Transfer

5. **DUPLICATE TRANSFER**

The transfer shall be prepared and executed by LDA in duplicate and delivered to LVRPA's Solicitors no later than five working days before the Contractual Completion Date

6. **PROVISION OF TITLE INFORMATION ON COMPLETION OF REGISTRATION**

LDA shall immediately following registration of the transfer of the Eastern Land to LDA provide LVRPA with a certified copy of the title information document issued by the Land Registry or official copies of the register of title relating to the Eastern Land

7. **STANDARD COMMERCIAL PROPERTY CONDITIONS**

7.1 The Standard Commercial Property Conditions are incorporated in this agreement insofar as they are applicable to a sale by private treaty and where there is a conflict between them and any other provision of this agreement that other provision prevails

7.2 In the construction of the Standard Commercial Property Conditions "contract rate" means a yearly rate equivalent to four percentage points above the base lending rate of National Westminster Bank plc for the time being in force calculated on a daily basis

7.3 SCPC 3.1.3 4.2 4.2.1 4.3.2 4.5.2 and 4.5.5 do not apply

7.4 SCPC 1.1.1(b) is amended to read ""clearing bank" means a corporate member of CHAPS Clearing Company Limited"

7.5 SCPC 1.1.2 is amended to read "When used in these conditions the terms "absolute title" and "official copies" have the special meanings given to them by the Land Registration Act 2002"

7.6 In SCPC 5.2.2(e) the words "or change the use" are added at the end

7.7 SCPC 6.8.2(b) is amended to read "in the case of the seller, even though a mortgage or charge remains secured on the property, (except one to which the property is sold subject), if the seller would have been able to discharge it (to the extent that it encumbers the property on the date on which the notice is served had the sale been completed on that date."

Part 3

The Form of the Option Notice

To: [LVRPA]

Re [Eastern Land]

We [the Obligor]:

(a) refer to an Option contained in an agreement dated ● and made between [ ] (1) and [ ] (2) relating to the above property

(b) hereby give you [LVRPA] notice that we exercise the option granted by the said Option and require you to sell the above property to us on the terms and conditions therein contained (which are deemed incorporated herein)

Please sign and return to us the enclosed duplicate of this notice

Dated

[ ]

[ ]

[LDA]

[End of Schedule 5]

SCHEDULE 6

DEED OF COVENANT

THIS DEED OF COVENANT is made on 200

BETWEEN

(1) [NAME OF PARTY] [(registered number [COMPANY NUMBER]) whose registered office is at] [of] [ADDRESS OF PARTY] ("the Covenantor");

(2) LONDON DEVELOPMENT AGENCY of Devon House 58-60 St Katharine's Way London E1W 1JX ("LDA")

(3) LEA VALLEY REGIONAL PARK AUTHORITY of Myddleton House Bulls Cross Enfield Middlesex EN2 9HG ("LVRPA")

BACKGROUND

(A) Pursuant to the Original Agreement LDA agreed to comply with LDA's Obligations

(B) The Covenantor has agreed to comply with the terms of the Original Agreement as if it were LDA; and

(C) The Covenantor has agreed to enter into this Deed of Covenant to record that agreement

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 In this Deed the following words and expressions have the following meanings:

"LDA's Obligations"	the obligations and restrictions on the part of LDA contained in the Original Agreement
"Original Agreement"	an Agreement relating to the Property dated [DATE] made between (1) LVRPA and (2) LDA
"LVRPA Obligations"	the obligations and restrictions on LVRPA contained in the Original Agreement

1.2 Words and expressions defined in the Original Agreement have the same meanings in this Deed unless an alternative meaning is given in this Deed when the alternative meaning will apply

1.3 Clause 2 of the Original Agreement applies to the interpretation of this Deed as if it were set out in full in this Deed of Covenant

1.4 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it

2. **COVENANTOR'S OBLIGATIONS**

2.1 the Covenantor covenants with LVRPA:

2.1.1 to comply with LDA's Obligations as if LDA's Obligations were set out in full in this Deed of Covenant and references to LDA in LDA's Obligations were references to the Covenantor; and

2.1.2 not to make any disposition of the Original Agreement save as permitted by clause 27 of the Original Agreement; and

pays the proper and reasonable legal costs and expenses of LVRPA's Solicitors in respect of the preparation and approval of the Deed of Covenant together with any value added tax on those costs and expenses which LVRPA is unable to recover; and

2.2 LVRPA covenants with the Covenantor to comply with LVRPA's Obligations as if LVRPA's Obligations were set out in full in this Deed of Covenant

2.3 The ending of liability under the covenants under clause 2.1 will be without prejudice to the rights of any party in respect of any subsisting breach of the covenants

3. **NOTICES**

[Details of address for notices etc]

4. **EXECUTION**

The Covenantor and LVRPA have executed this Deed of Covenant as a deed and it is delivered on the date set out above

Executed as a deed under seal by)
LEE VALLEY REGIONAL)
PARK AUTHORITY
In the presence of :

Chairman:

Executive:

Executed as a deed by)
LONDON DEVELOPMENT AGENCY)
)

Director

Director/Secretary