

DATED 28th February 2025



**(1) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

and

(2) MICUBER ESTATES LIMITED

AGREEMENT RELATING TO LAND KNOWN AS

BEROL HOUSE AND 2 BEROL YARD, ASHLEY ROAD, LONDON N17 9LJ

**PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 16 OF THE GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974
AND ALL OTHER ENABLING POWERS**

Fiona Alderman
Assistant Director Legal and Governance (monitoring officer)
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/PP/MJB/732267

Planning Ref: HGY/2023/0261

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DATED this 28th day of February 20 25

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("**Council**") of the first part
- (2) **MICUBER ESTATES LIMITED** (Company Registration No.03080507) whose registered office is at 1st Floor Cloister House Riverside, New Bailey Street, Manchester, England, M3 5FS ("**Owner**") of the second part

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the owner with freehold title absolute of the Property as described in Part 1 of the First Schedule.
- (C) The Application has been made to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.
- (D) The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the development plan and all other material considerations has resolved following executing of this Deed to grant the Planning Permission.
- (E) The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

OPERATIVE PARTS

NOW THIS DEED WITNESSETH as follows:-

1. ENABLING POWERS AND INTERPRETATION

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

Word or Expression	Meaning
"1972 Act"	the Local Government Act 1972;
"1974 Act"	the Greater London Council (General Powers) Act 1974;
"2011 Act"	the Localism Act 2011;
"the Act"	the Town and Country Planning Act 1990;
"Agreement"	the agreement evidenced by this Deed;
"the Application"	the planning application seeking planning permission for the Development bearing the reference set out in Part 1 of the 0;
"Berol House"	the existing building on the Property known as 'Berol House' the location of which is shown edged blue on Plan 2;
"Berol House Building Phase"	a Phase of the Development comprising only the development of the building known as Berol House (including extension thereof as permitted by the Planning Permission) which is shown edged yellow on Plan 2;
"Berol House Vacant Possession Date"	the date that vacant possession of the whole of Berol House has been secured;

Word or Expression	Meaning
"Berol Yard"	the proposed phase of development edged green on Plan 2;
"Berol Yard Building Phase"	a Phase of the Development comprising only of the Development of the building known as Berol Yard which is shown edged red on Plan 2;
"Borough"	the administrative area of the London Borough of Haringey;
"Cat A Standard"	means in respect of the Cultural and Arts Space that it is finished to a generic open-plan layout ready for an Occupier to personalise including: • basic internal finishes • suitable means of access over common areas; • electrical services including lighting; • connection point to telecommunications including broadband (See Thirteenth Schedule); • fire detection services and smoke alarms;
"Commercial Development"	those parts of the Development within Berol Yard at ground floor level shown edged blue on Plan 3 and those parts of the Development within Berol House shown edged blue on Plan 3 at ground floor level and on levels 1 to 5;
"Commercial Unit"	each space within the Commercial Development designed to be occupied as a separate unit of accommodation whether or not occupied as a separate unit or in conjunction with one or more

Word or Expression	Meaning
	other Commercial Units and for the avoidance of doubt "Commercial Unit" shall not refer to office or commercial space that exists as at the date of this Agreement and which is yet to be developed pursuant to the Planning Permission;
"Completion Notice Date"	the date when in accordance with Clause 6.3 of this Agreement the Development within a Phase has reached Practical Completion;
"Component"	a part of the Development including but not limited to: (a) Residential Units in general; (b) Open Market Housing Units; (c) Affordable Housing Units; (d) Additional Affordable Housing Units; (e) Commercial Units ; (f) any other floorspace; (g) property; and (h) land;
"Construction Phase"	for each Phase the period from the commencement of any operation in relation to that Phase that would constitute the beginning of development pursuant to section 56(4) of the Act (whether or not such operation is lawful) but excluding all demolition and site enabling works in relation to the relevant Phase until the Completion Notice Date for the Phase in question;
"the Development"	development of the Property as set out in Part 1 of the 0 in accordance with the documents submitted

Word or Expression	Meaning
	with the Application and the Planning Permission and shall include development (a) as amended subsequent to any approval of a non-material amendment pursuant to Section 96A of the Act; and/or (b) in accordance with and pursuant to any permission granted pursuant to Section 73 of the Act;
“Disposal”	means: (a) the sale of the freehold of a Component or Components of the Development; (b) the grant of a lease of a Component of the Development for a term of more than 125 years; or ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;
“Due Date”	the date upon which any payment due under any of the provisions of this Agreement is to be made;
“Entity”	includes an individual persons firms companies or other bodies, whether incorporated or not as the context so requires and the term ‘Entities’ shall be construed accordingly;
“GLA”	the Greater London Authority or any successor in statutory function;
“Index”	the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the

Word or Expression	Meaning
	event that the All Items Index of Retail Prices becomes no longer maintained;
“Implementation”	occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development on a Phase (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of: • site clearance • demolition work; • archaeological investigations; • investigations for the purpose of assessing ground conditions; • remedial work in respect of any contamination or other adverse ground conditions; • erection of any temporary means of enclosure; • the temporary display of site notices or advertisements; • Diversion of services. and “Implement” “Implemented” and “Implementation” or any other derivation of this term shall be construed accordingly;
“Infrastructure”	includes all cables, pipes, conduits, roads, paths, hardstandings, common accesses, stairs and lifts that are reasonably necessary to allow the Development or any part or unit thereof to be accessed or used as intended or implied by the Planning Permission or to facilitate compliance with any obligation herein;

Word or Expression	Meaning
"London Plan"	the London Plan published in March 2021 as revised from time to time and shall where the context requires include any guidance or supplementary planning policy document designed to guide or give further detail on the implementation of policies in the London Plan;
"London Plan Annual Monitoring Report"	the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
"Occupation Date"	the date on which any Component on a Phase is first occupied for the purposes set out in the Planning Permission excluding a) occupation for the purposes of i) security; or ii) fitting out; or iii) marketing the Development (or any part or Phase); or b) occupation of any Phase prior to Implementation taking place within that Phase and the terms "Occupied" "Occupies" "Occupy" "Occupying" and "Occupation" shall be construed accordingly;
"Occupier(s)"	any Entity that occupies the Development (or any part thereof) at any time during the lifetime of the Development for the purposes set out in the Planning Permission but shall exclude: a) any Entity occupying for the purposes of: i) construction or demolition;

Word or Expression	Meaning
	ii) fitting out; iii) security; and iv) marketing of the Development (or any part or Phase); b) any Entity that occupies any Phase prior to Implementation taking place within that Phase;
“the Parties”	the parties to this Agreement and includes any person deriving title to the Property of any part thereof from them or any of them and the term Party shall be construed accordingly;
“Payment Form”	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Fourteenth Schedule of this Agreement;
“Phase”	an element of the Development identified as a phase on the phasing plan submitted to the Council and approved pursuant to Condition 3 of the Planning Permission or such amended phasing plan as may be approved in writing by the Council from to time and for the purposes of this Agreement the Council agrees that it shall not object to the following being reflected in any said phasing plan: a) Berol House Building Phase being a distinct Phase; and b) Berol Yard Building Phase being a distinct Phase c) Berol Yard being a distinct Phase;

Word or Expression	Meaning
“Planning Obligations Monitoring Officer”	the officer or other person engaged to monitor the performance of obligations made pursuant to (inter alia) Section 106 of the Act to whom all notices pursuant hereto should be addressed (unless the contrary is stated herein) whose address is “Planning Obligations Monitoring Officer, Haringey Council, 6th Floor River Park House, 225 High Road, Wood Green N22 8HQ” or such other officer or address as may be notified to the Parties from time to time;
“Plan 1”	the plan annexed as Part 2 of the First Schedule to this Deed showing the location and extent of the Property;
“Plan 2”	the plan annexed as Part 3 of the 0 showing the proposed Phases comprising Berol House and Berol House Building Phase and Berol Yard and Berol Yard Building Phase;
“Plan 3”	the plan annexed as Part 4 of the First Schedule to this Deed showing the location and extent of the Commercial Units;
“the Planning Permission”	the planning permission for the Development pursuant to the Application;
“Practical Completion”	in respect of any Unit or Phase depending on the context occurs: (a) in the case of a Residential Unit, when that Residential Unit has been completed and fitted out so as to be ready and available for human habitation whether or not such Residential Unit has faults that do not prevent Occupation and

Word or Expression	Meaning
	are to be addressed after it has been Occupied; or (b) In the case of a Commercial Unit when the Commercial Unit has been created and fitted out as at least a shell with Infrastructure sufficient to allow an Occupier to use that Commercial Unit for the purposes permitted by the Planning Permission following fit out by the Tenant; or (c) in the case of a Phase when all of the works comprised in the Phase have been completed fully in accordance with the Planning Permission
"the Previous Planning Agreement"	Means the agreement made pursuant to Section 106 of the Act dated 8 June 2018 made between (1) the Council; and (2) Micuber Estates Limited; and (3) Natwest Markets Plc; and (4) The Royal Bank of Scotland Plc
"the Previous Planning Permission"	Means planning permission reference HGY/2017/2044
"the Property"	the land and premises shown indicatively edged in red on the Plan and described in Part 1 of the First Schedule;
"Resident"	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term 'Residents' shall be construed accordingly;
"Residential Unit"	any Component designed as self-contained habitable accommodation whether or not within a

Word or Expression	Meaning
	building comprising Components which are not Residential Units and for the avoidance of doubt all Open Market Housing Units Affordable Housing Units and Additional Affordable Housing Units are Residential Units;
"Transfer"	the transfer of the freehold or grant of a lease for a term of at least 125 years unless otherwise agreed in writing with the Council and "Transferred" shall be construed accordingly;
"Unit"	includes Residential Units and Commercial Units;
"Use Class"	followed by a capital letter means the appropriate Use Class defined in Schedules 1 and 2 of the Town and Country Planning (Use Classes) Order 1987 as amended and as current at the date hereof; and
"Working Days"	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

- 1.2 This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 1 of the 2011 Act and any other enabling statutory provisions.
- 1.3 Words importing the singular shall include the plural and vice versa.
- 1.4 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.6 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.

- 1.7 Any obligation, covenant, undertaking or agreement by any Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. TAKING EFFECT AND EFFECT ON PREVIOUS PLANNING PERMISSION AND PREVIOUS PLANNING AGREEMENT

This Agreement shall have immediate effect save for clause 4 and the Schedules hereto which shall take effect on the later of the date on which the Planning Permission is granted and the date of Implementation

2.1 Upon Implementation of the Planning Permission:

2.1.1 The Owner shall not allow cause or permit any further works to be carried out pursuant to the Previous Planning Permission; and

2.1.2 The Previous Planning Agreement shall be extinguished and shall determine absolutely.

3. APPLICATION OF ENABLING POWERS

3.1 It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for the provisions of the Fifth Schedule¹ and Clause 15) and that the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to section 16 of the 1974 Act and all other enabling statutory provisions as noted above.

3.2 Both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 3.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property (or part to which the breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest. No persons shall be liable for any breach of the obligations in this Agreement where the breach arises from or relates to any part of the Property that they do not have an interest in.
- 3.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires prior to Implementation.
- 3.5 This Agreement shall not be enforceable against the following persons:
- 3.5.1 Any statutory undertaker;
 - 3.5.2 Any individual owner lessee or occupier of a Residential Unit and their mortgagee or chargee (save for Paragraph 2 of the Fifth Schedule (car free development obligations) which shall bind such individual owner lessee or occupier);
 - 3.5.3 Any Affordable Housing Provider and their mortgagee or chargee (save for the obligations in Paragraph 5.1 and 5.2 of the Second Schedule (Affordable Housing) which shall bind such Affordable Housing Provider) or any successors in title;
 - 3.5.4 Any Occupier of a Commercial Unit nor their mortgagee or chargee (save for the obligations in Paragraph 5 of the Fifth Schedule (Commercial Travel Plan) which shall bind such Occupier of a Commercial Unit);
 - 3.5.5 Without prejudice to the Chargee's Duty, a mortgagee or chargee with an interest in the Property from time to time unless and until they become a mortgagee in possession in which case it shall be bound by the provisions of this Agreement as if it were a person deriving title from the Owner;

3.5.6 Any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any successor in title or person deriving title from the Protected Tenant or mortgagee or chargee

3.5.7 Any person who is an occupational tenant of a part of the Property that is yet to be developed pursuant to the Planning Permission

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants and undertakes for itself and its successors in title with the Council as follows in respect of each Phase:

4.1 General

4.1.1 Not to carry out continue or procure the Development of a Phase without performing and observing the obligations stipulations and other matters set out in this Agreement relevant to that Phase unless otherwise agreed in writing by the Parties.

4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of a relevant Phase of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement in connection with the Phase in question.

4.1.3 Not to encumber or otherwise deal with their interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out.

4.2 Third Party Implementation

For the avoidance of doubt if an occupational tenant of the Property Implements the Planning Permission this shall not absolve the Owner from securing observance and performance of the obligations in this Agreement.

5. COUNCIL'S COVENANTS

The Council hereby covenants with the Owner:

- 5.1 to use all sums received under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree;
- 5.2 to repay to the person or body that paid it any sum received (or part thereof) under the terms of this Agreement that has not been spent or committed within ten years of that sum having been received by the Council; and
- 5.3 at the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 The Owner shall give written notice to the Council no later than five (5) Working Days prior to:
 - 6.1.1 Implementation; and
 - 6.1.2 the start of the Construction Phase if differentof any Phase specifying when Implementation or the start of the Construction Phase is anticipated to take place.
- 6.2 If the Owner fails to give written notice of Implementation to the Council in accordance with the clause 6.1 above the Council may acting reasonably and in consultation with the Owner determine the relevant event to have occurred on the earliest possible date.
- 6.3 Within five (5) Working Days following Practical Completion of each Phase of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the Owner is of the view that the Phase in question has reached Practical Completion (such date being the Completion Notice Date) unless within ten (10) Working

Days of receipt the Council notifies the Owner that it is of the opinion that the Phase has not reached Practical Completion in which case the matter will be referred to an expert for determination in accordance with clause 11

- 6.4 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein subject to and in accordance with the terms set out herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed on the Owner by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of any breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 6.6 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall not be unreasonably withheld or delayed and any agreement consent approval confirmation or expression of satisfaction sought shall be deemed to be given in the event that the Council does not expressly refuse the same within 20 (twenty) Working Days of it being sought.
- 6.7 The Council shall act expeditiously and in good faith in considering any agreement consent approval confirmation or expression of satisfaction sought by the Owner.
- 6.8 Where the Council's agreement consent approval confirmation or expression of satisfaction is required by this Agreement it shall be deemed to have been given if substantially the same subject matter has been approved by the Council in

connection with any details submitted to and approved by the Council pursuant to any condition attached to the Planning Permission.

7. PAYMENTS VAT AND INDEX LINKING

7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer.

7.2 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

7.3 Any financial contributions referred to in this Agreement as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.

7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

8. MISCELLANEOUS

8.1 Notices

8.1.1 The Parties agree that the provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement.

8.1.2 Any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates.

8.1.3 In the case of notice to the Council it shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page.

8.1.4 In the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit.

8.1.5 It is agreed that any notice sent by or contained in an e-mail or facsimile transmission shall not be validly served until the sender has received a non-automatic acknowledgement of the receipt thereof

8.2 Registration

8.2.1 This Agreement shall be registered as a Local Land Charge.

8.2.2 The Owner hereby covenants with the Council that it will within twenty (20) Working Days from the date hereof apply to the Chief Land Registrar to register this Agreement in the Charges Register to the title to the Property and will following registration furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property and the Owner covenants not to make any application to the Land Registry for the removal of any such registration without first obtaining the Council's approval.

8.2.3 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

9. WAIVER

9.1 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any

Schedule or Annex hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.

9.2 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

9.3 If any provision in this Agreement shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

10. THIRD PARTY RIGHTS

The Parties to this Agreement 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 (other than a successor in title or a successor in statutory function).

11. DISPUTE RESOLUTION

Save as otherwise herein expressly provided any dispute or differences arising between the parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert to be agreed upon by the parties or failing agreement by a person nominated by the President for the time being of the Law Society / Chartered Institute of Housing and the decision of the said expert shall be final and binding on the parties and the said expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.

12. CHANGE IN OWNERSHIP

The Owner shall provide the Council with a certified copy (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or any part of the Property (save to the owner and/or Occupier of a single Open Market Housing Unit or mortgagee thereof) occurring before all the obligations under this Agreement have been discharged, including the name and address of the person to whom the Disposition was made and the nature and extent of the interests disposed of to them within fifteen(15) Working Days of such Disposition.

13. NON-COMPLIANCE

In the event of any non-compliance with any of the provisions of this Agreement the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

14. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that apart from the Parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Property or any part thereof other than those listed at Part 1 of the O.

15. MONITORING AND LEGAL COSTS

15.1 The Owner has on or before the date hereof paid to the Council its legal costs incurred in preparing and settling this Agreement.

15.2 The Owner agrees to pay to the Council its monitoring costs of £50,000-00 (fifty thousand pounds) as a contribution towards the Council's costs of monitoring compliance with this Agreement as follows:

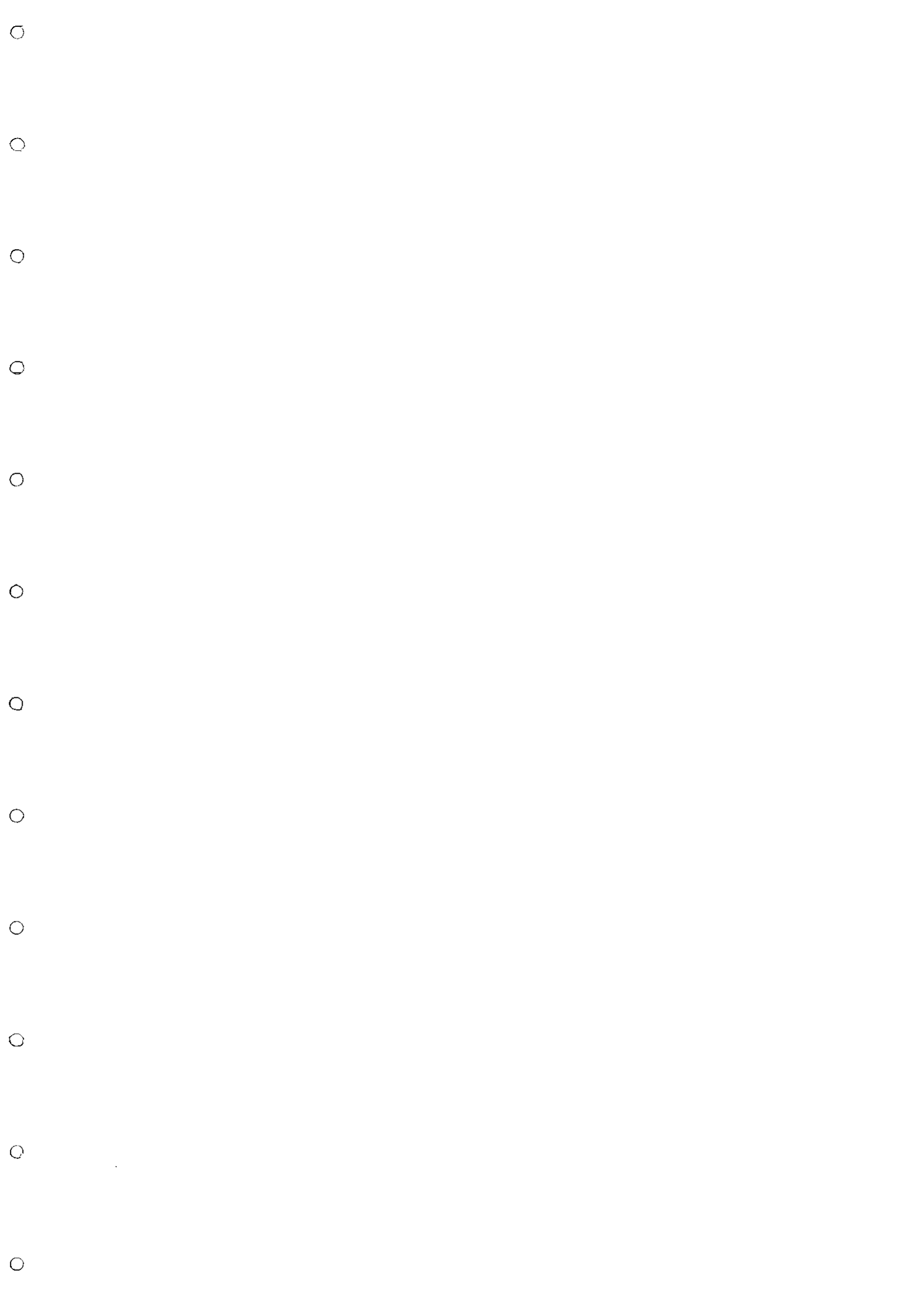
15.2.1 25% on the date of completion of the Agreement;

15.2.2 50% on prior to the date of commencement of the Construction Phase of Berol Yard;

15.2.3 25% prior to the date of commencement of the Construction Phase of Berol House.

16. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales.



PART 1: DESCRIPTION OF THE PROPERTY AND THE DEVELOPMENT

1. PROPERTY

ALL THAT land situated and known as Berol House and 2 Berol Yard Ashley Road Tottenham as shown for identification purposes edged in red on Plan 1

2. OWNERS' TITLE

- 2.1 The Owner is the registered proprietor of the freehold of the Property registered with Title Absolute at HM Land Registry under title number EGL337769
- 2.2 The Property is subject to the following leases set out in the Charges Register of title number EGL337769:

Property description	Date of lease and term	Lessee's title
Unit 1B Berol House (ground floor)	19.05.2014 20 years from 19.05.2014	AGL313491
Unit 2E-H, Berol House (first floor)	14.04.2014 10 years from 10.04.2014	AGL312436
Unit 1 Berol House (ground floor)	20.12.2016 10 years beginning on and including 20.12.2016	AGL399550

- 2.3 The freehold title to the Property is also subject to a unilateral notice affecting the land tinted blue on the title plan in respect of a contract for sale dated 7 December 2018 made between (1) Micuber Estates Limited and (2) AR TH Ferry Island Nominee1 Limited and AR TH Ferry Island Nominee 2 Limited whose beneficiary is AR TH Ferry Island Nominee 1 Limited (Company Registration Number. 10186185) and AR TH Ferry Island Nominee 2 Limited (Company Registration Number. 10186478) of 4 Stable Street, London, N1C 4AB and Bryan Cave Leighton Paisner LLP, Adelaide House, London Bridge, London, EC4R 9HA (ref: KCOR/LDOH/38603.0004)

3. APPLICATION NUMBER

HGY/2023/0261 submitted on 24th January 2023 for full planning permission for the Development

4. DESCRIPTION OF THE DEVELOPMENT

The refurbishment and extension of Berol House to include Use Class E floorspace; and the redevelopment of 2 Berol Yard to provide new residential homes and Use Class E floorspace; with associated landscaping, public realm improvements, car and cycle parking, and other associated works.

FIRST SCHEDULE

PART 2: PLAN 1



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimeters. All levels are in meters. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and Ordnance survey. The Architect must be notified of any discrepancy. Boundaries are indicative only and are to be verified on site. Where the boundaries are not shown, they shall be as shown on the Descriptive Specification. (Contractor Design elements shown on this drawing pertaining to these components are to be read as "Issued for Design Intent only")

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[illegible]

Site Boundary



0 10.00m 20

Allies and Morrison LLP
85 Southwark Street
London SE1 0HX
telephone 020 7921 0100
facsimile 020 7921 0101
email studio@alliesandmorrison.com

2 BEROL YARD
SITE PLAN
SITE
22049_07_002
SCALE 1:500 @A1 1:1000 @A

P01

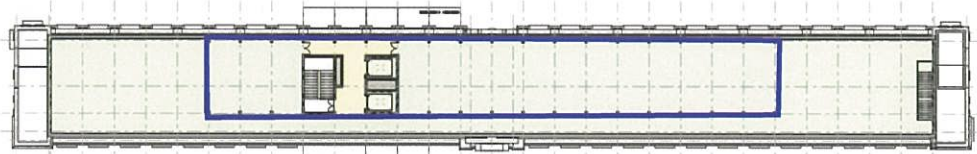
PART 3: PLAN 2
BEROL HOUSE AND 2 BEROL YARD

PART 4: PLAN 3
COMMERCIAL UNITS

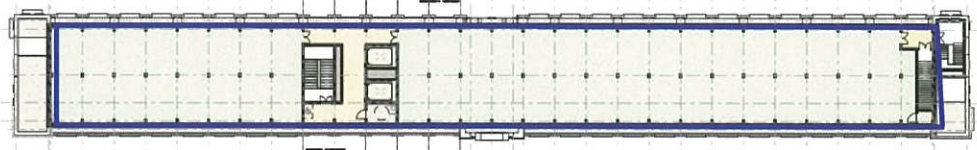


BEROL HOUSE

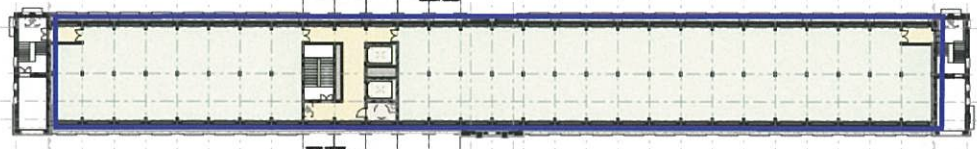
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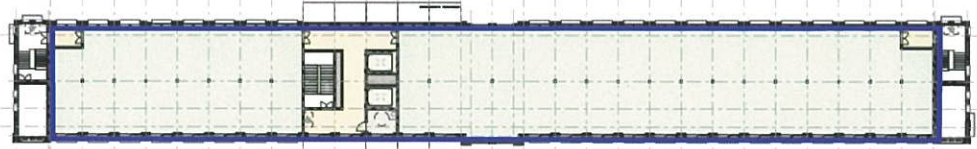
Level 04



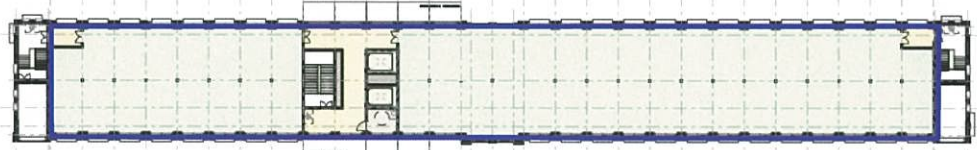
Level 03



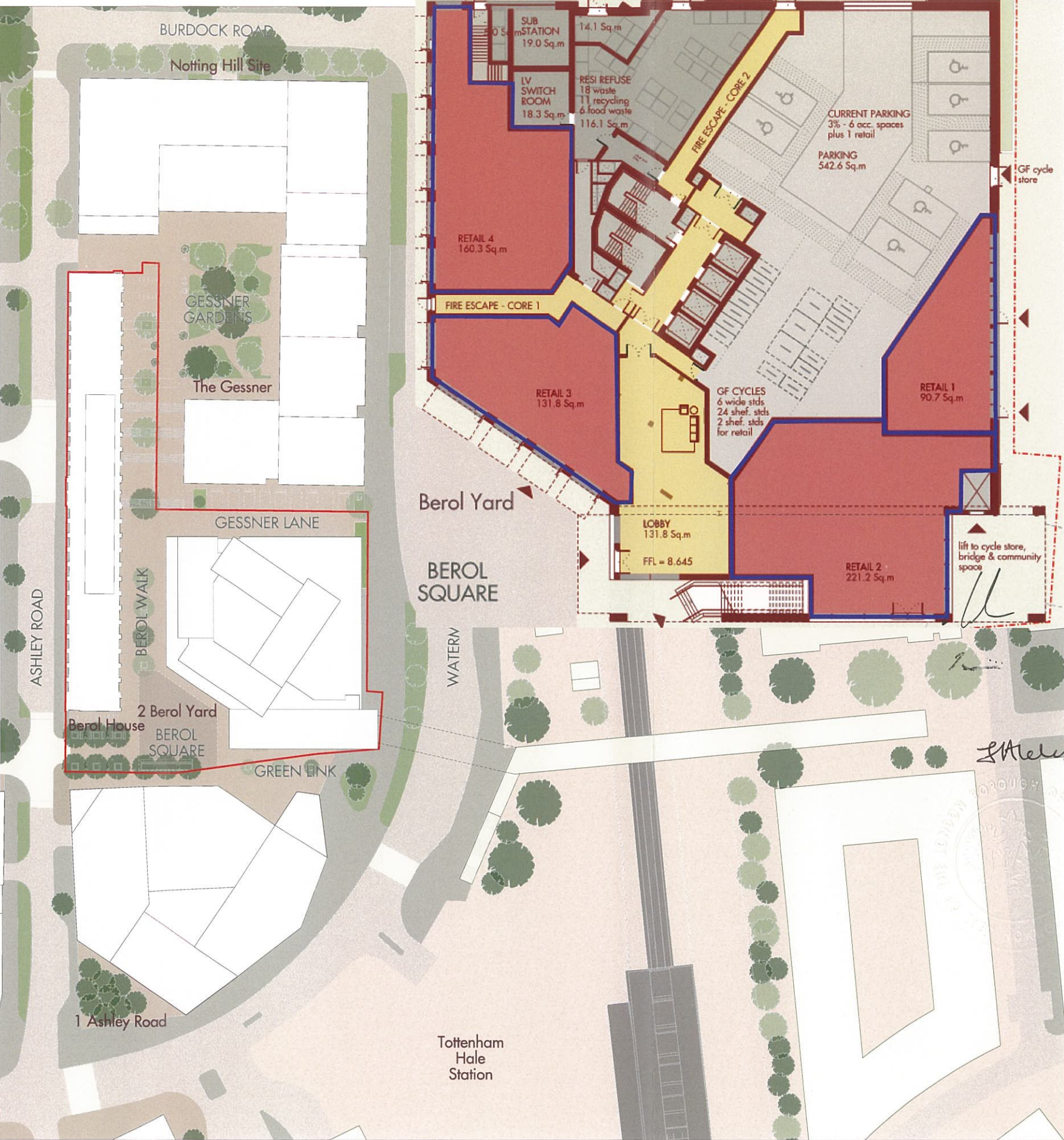
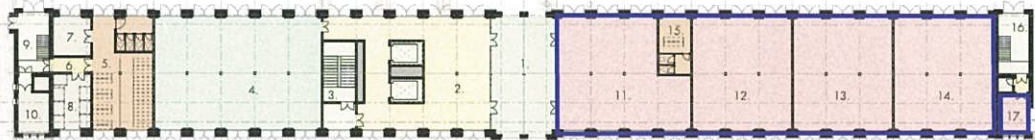
Level 02



Level 01



Level 00 - Ground floor



Do not scale from this drawing. Use figured dimensions only. Figured dimensions are in millimetres. All levels are in metres. All dimensions and levels shall be verified on site before proceeding with works. Detailed site survey to be carried out to verify positions and level relationships with site features and Ordnance Survey. The Architect must be notified of any discrepancy. Boundaries are indicative only and are to be verified by others. Where building components are described in the specification as Descriptive Specification (Contractor Design) elements shown on this drawing pertaining to those components are to be read as "Issued for Design Intent only".
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REV	DATE	DESCRIPTION	CD	REV	DATE	DESCRIPTION	CD
P01	2.12.2022	FOR PLANNING	AJD				

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PLAN 03 - COMMERCIAL DEVELOPMENT

SCALE 1:500 @A1 1:1000 @A3

P01

Revision

SECOND SCHEDULE AFFORDABLE HOUSING

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed

Expression	Meaning
“Additional Affordable Housing Scheme”	a scheme to be prepared by the Owner (if required by this Agreement) and submitted to the Council for its approval in accordance with this Agreement detailing the Additional Affordable Housing Units to be provided and which: a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s); b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing (if applicable); and e) any other information reasonably requested by the Council;

Expression	Meaning
“Additional Affordable Housing Units”	the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme (if any) to be approved under paragraphs 9.5.6 or 9.5.7 and subject to the Affordable Housing Cap;
“Affordable Housing”	housing provided to or to be provided to persons and households whose needs are not met by the market and which housing should: a) meet the needs of those persons or households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; and b) include provision for the home to remain at an affordable price for future Occupiers, or, if these restrictions are lifted, for the subsidy to be recycled for alternative Affordable Housing provision, and for the avoidance of doubt the Affordable Rented Housing Units shall for the purposes of this Agreement constitute Affordable Housing without prejudice to the ability to provide Affordable Housing in a different form as approved by the Council;
“Affordable Housing Cap”	40% (forty per cent) of the Residential Units by Habitable Rooms as Affordable Housing;
"Affordable Housing Provider"	a registered provider within the meaning of Section 80 of the Housing and Regeneration Act 2008 or such other person who has a legal interest in the Affordable Housing Units;

Expression	Meaning
“Affordable Housing Scheme”	a scheme in respect of the Berol Yard Building Phase to be prepared and submitted to the Council for its approval in accordance with this Agreement which: a) includes 1:50 plans showing the location, size and internal layout of each Affordable Housing Unit and identifies the intended tenure of each; b) shows no less than 35% of the Habitable Rooms being delivered as Affordable Housing; c) shows the Affordable Housing Target Tenure Split to be met; d) provides an indicative timetable for construction and delivery of the Affordable Housing Units; and e) any other information reasonably requested by the Council;
“Affordable Housing Target Tenure Split”	means: a) a minimum of 30% (by Habitable Room) of the Affordable Housing Units to be provided as London Living Rent Housing; and b) the remainder of the Affordable Housing Units to be provided as Discounted Market Rent Housing; on each Phase of the Development that contains Residential Units;
“Affordable Housing Units”	no less than 35% of the Residential Units to be constructed pursuant to the Planning Permission on a Habitable Room basis to be provided as Affordable Housing and in accordance with this

Expression	Meaning
	Agreement and "Affordable Housing Unit" shall be construed accordingly;
"Affordable Rented Housing Unit"	a London Living Rent Housing Unit or a Discounted Market Rent Housing Unit identified as such in the Affordable Housing Scheme to be made available in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing Units or a Discounted Market Rent Housing Units;
"Average Discounted Market Rent Housing Value"¹	the average value of Discount Market Rent Housing floorspace per square metre at the Property at the relevant Review Date;
"Build Costs"	the build costs comprising construction of the Development (but excluding Berol House Building Phase) supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: a) details of payments made or agreed to be paid in the relevant building contract; b) receipted invoices; c) costs certified by the Owner's quantity surveyor, costs consultant or agent but for the avoidance of doubt Build costs exclude: i. professional, finance, legal and marketing costs to the extent they are not reasonable and proper ii. all internal costs of the Owner including but not limited to project management costs,

¹ This is "C" in Formula 6.

Expression	Meaning
	overheads and administration expenses; and iii. any costs arising from Fraudulent Transactions;
“Build Cost Index”²	the All Construction Tender Price Index (ALLCON): All New Construction prepared by the Building Cost Information Service (BCIS) on behalf of the Department for Business, Energy & Industrial Strategy and published quarterly and if such index shall cease to be published such other index as the Council may approve;
“Charge”	a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;
“Chargee”	any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security. or any administrator (howsoever appointed) including a housing administrator;

² See Formula 1a, C and F

Expression	Meaning
"Chargee's Duty"	the duty imposed on the Chargee when exercising its power of sale pursuant to paragraph 6 of this Schedule;
Clawback Amount"	a sum of money (A) to be paid prior to a Clawback Disposal and to be determined by the Council under paragraphs 3.2 to 3.5 of this Schedule using the following formula: $A = B - C$ where: B is the value of the Open Market Housing Units as at the date of the Clawback Disposal to be valued on the assumption that such units are to be sold free of the restrictions in Paragraph 2 of this Schedule and based on the consideration to be paid under that Clawback Disposal for each Open Market Housing Unit which is intended to be Disposed; and C is the value of the Open Market Housing Units as at the date of the Clawback Disposal to be valued on the assumption that such units are subject to the restrictions in Paragraph 2 of this Schedule such valuation to be agreed with the Council and the GLA and as adjusted by the percentage change in the average rental values for the Borough as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function);

Expression	Meaning
"Clawback Disposal"	a Disposal of one or more Open Market Housing Units during the Covenant Period other than: (a) a letting of an Open Market Housing Unit in accordance with the Approved Residential Management Plan; or (b) a Disposal that is part of a Disposal of the entirety of the Open Market Housing Units in a Phase to a single purchaser provided that such Open Market Housing Units remain in rented tenure;
"Consumer Price Index"	the Index of Consumer Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the Index of Consumer Prices becomes no longer maintained
"Covenant Period"	15 years starting from (and including) the later of the Occupation Date of the first Open Market Housing Unit;
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 6.1: a) if delivered by hand during the hours of 9 am until 5 pm on a Working Day, the date on which the Default Notice is so delivered but otherwise on the Working Day following delivery; or b) if delivered using first class registered post the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to

Expression	Meaning
	Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise); c) if delivered by e-mail or other electronic means the date the Chargee receives a non-automatic acknowledgment of service from the Planning Obligations Monitoring Officer;
“Default Notice”	a notice in writing (unless the Council acknowledges service by electronic means) served by the Chargee on the Council addressed to the Planning Obligations Monitoring Officer pursuant to paragraph 6.1.1 of this Schedule that details which Affordable Housing Units the Chargee wishes to dispose of to discharge any indebtedness;
“Design and Quality Standards”	the standards for new homes in London published by the GLA and set out in the Housing Standards in the London Plan and the Housing Design Standards published in June 2023 or any updating guidance;

Expression	Meaning
"Development Break"	a continuous period of 24 (twenty-four) months or more after Substantial Implementation and prior to Practical Completion of Berol Yard Building Phase in which no construction works take place to progress the Development but such period shall be extended by the length of any period during which: a) there exists an event of Force Majeure; or b) there is a delay in the discharge of any planning obligations or conditions which has not been directly caused as a result of any action (or failure to act) on the part of the Owners; or c) there is a Planning Challenge; or d) there are delays in the Berol House Vacant Possession Date;
"Development Break Review"	the Viability Review in the event there is a Development Break;
"Development Break Review Date"	the date of the submission of the viability information required by paragraph 9.5.2 to be submitted after a Development Break;
"Development Viability Information"	means the information required by Formula 1a and Formula 6 being: (a) Estimated Review Stage GDV; (b) Estimated Build Costs; (c) Review Stage Rents Percentage; and (d) Average Discounted Market Rent Housing Value and including in each case supporting evidence to the Council's reasonable satisfaction;

Expression	Meaning
"Discounted Market Rent Housing"	housing offered to Eligible Renters at a rent that is not more than a) in respect of 2 bedroom Residential Units, 75% of the local market rent b) in respect of 3 bedroom Residential Units, 65% of the local market rent; Subject to annual rent increases in accordance with the rent increases permitted pursuant to Paragraph 8.2.2 of the Second Schedule;
"Discounted Market Rent Housing Units"	the Residential Units identified in the Affordable Housing Scheme as "Discounted Market Rent Housing Units" to be made available for Discounted Market Rent Housing in accordance with Paragraphs 4, 5, 7 and 8 of Schedule 2 together with any Additional Affordable Housing Units which are to be delivered as Discounted Market Rent Housing;
"Early Stage Review Date"	the date of the submission of the Development Viability Information pursuant to paragraph 9.3 of this Schedule;
"Early Stage Review"	means the review of the financial viability of the Development at the Early Stage Review Date, using Formula 1a and Formula 6, to determinate whether an Additional Affordable Housing Units should be provided;
"Eligible Renter"	means:

Expression	Meaning
	in the case of Discounted Market Rent Housing Units:
	a) an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Discounted Market Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report ³ and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report; and
	b) persons who qualify for intermediate housing in accordance with the BTR Marketing Plan and whose housing needs are not by the market;
	in the case of the London Living Rent Housing Units:
	a) those persons or households in need of Affordable Housing whose housing needs are not met by the market; and
	b) who qualify for London Living Rent Housing in accordance with paragraph 3.2 of the Intermediate Housing Policy; and
	c) persons whose Household Income at the date of renting the relevant London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual

³ The amount at the date of this Agreement is £67,000

Expression	Meaning
	Monitoring Report and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
	Or in either case (Discounted Market Rent Housing Units or London Living Rent Housing Units) such other persons or categories of persons as the Council may agree in writing shall be deemed to be Eligible Renter(s) for the purposes of this Deed;
“Estimated Review Stage GDV”	the sum of: (a) the value of all gross receipts from any Disposal of Berol Yard Building Phase prior to the Relevant Review Date or if sold through a sale agreement (including a Forward Funding Sale Agreement) which achieved a sale price the Owner shall provide a copy of the sale agreement and/or Forward Funding Sale Agreement to the Council and the sale price set out therein shall be deemed to be the gross receipt for Berol Yard Building Phase; and (b) if not Disposed of or sold in accordance with sub-paragraph (a) above, the Market Value (A) of those parts of Berol Yard Building Phase not so sold or Disposed of at the relevant review date to be determined by a suitably experienced surveyor based on the following: $A = ((B - C) \div D) - E$ Where B = 95% of the estimated total annual gross rental income of the Residential Units within Berol Yard

Expression	Meaning
	Building Phase that have not been sold or Disposed of
	C = estimated annual operating and management costs of the Residential Units, Public Realm and amenity areas within Berol Yard and any incentives; and
	D = net initial yield of 4.25%; and
	E = 6.8% being standard purchasers costs
	(c) all Public Subsidy and any related development income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable) but only in so far as it directly relates to Berol Yard Building Phase in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts,
	provided that if Berol Yard Building Phase has been sold through a Forward Funding Sale Agreement which achieved a sale price in accordance with Market Value, the sale price attributed to Berol Yard Building Phase in the Forward Funding Sale Agreement shall be the value of Berol Yard Building Phase for the purpose of this definition, and rental income and operating costs shall not be taken into account;

Expression	Meaning
"Estimated Build Costs"⁴	the sum of: a) the estimated Build Costs as at the date of the Planning Permission which are remaining to be incurred at the Relevant Review Date; and b) the Build Costs actually incurred at the Relevant Review Date;
"External Consultant"	the external consultant(s) appointed by the Council to assess the Clawback Amount and/or the Development Viability Information;
"Formula"	Formula 1a and/or Formula 6 as the context so permits;
"Formula 1a"	the formula identified as "Formula 1a" in the Annex to this Schedule entitled 'Viability Formulas';
"Formula 6"	the formula identified as "Formula 6" in the Annex to this Schedule entitled 'Viability Formulas';
"Forward Funding Sale Agreement"	an agreement or agreements under which an investor provides funding for the Development or part thereof and agrees to purchase the Property or part thereof and the Owner or Developer agrees to carry out the Development or part thereof
"Fraudulent Transaction"	a Disposal that is not an arm's length third party bona fide transaction;
"Habitable Room"	any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but

⁴ 'D' in Formula 1a

Expression	Meaning
	expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;
"Household"	in relation to a person "A", A and all other persons who would, after renting a London Living Rent Housing Unit or Discounted Market Rent Unit (as appropriate) share that London Living Rent Housing Unit or Discounted Market Rent Unit with A and one another as the only or main residence of both A and such other persons;
"Intention Notice"	a notice in writing served on the Chargee by the Council under paragraph 6.2 that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
"Intermediate Housing Policy"	the document entitled "Intermediate housing policy statement 2018" which can be accessed at https://www.haringey.gov.uk/sites/haringeygovuk/files/intermediate_housing_policy_statement_2018.pdf . or such updated or replacement policy as may be published from time to time;
"London Living Rent"	initial rents not exceeding the relevant maximum rents published by the GLA annually and on the basis that average annual housing costs, including rent and Service Charges must not exceed 28% (twenty eight per cent) of the relevant annual gross income upper limit (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70%

Expression	Meaning
	(seventy per cent) of gross income) specified in the London Plan Annual Monitoring Report or such other percentages set out in the London Plan Annual Monitoring Report as may be applicable from time to time and which shall apply to all new lettings which rent is during the course of the term of a tenancy to be subject to annual rent increases in accordance with the rent increases permitted pursuant to Paragraph 8.2.2 of the Second Schedule (but for the avoidance of doubt, upon a relevant tenancy of London Living Rent Housing Unit coming to an end, any new letting of the relevant London Living Rent Housing Unit, shall be reset to the London Living Rent in place at the time but without the previous rent increase being included in that new rent);
“London Living Rent Housing”	rented housing that is required to be offered to Eligible Renters on a time-limited tenancy at London Living Rent;
"London Living Rent Housing Units"	Residential Units identified in the Affordable Housing Scheme to be made available for London Living Rent Housing in accordance with this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing;
“Market Value”	the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any

Expression	Meaning
	Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming: (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion; provided that if any Component of the Development has been sold through a Forward Funding Sale Agreement which achieved a sale price in accordance with Market Value for that kind of transaction, the sale price attributed to the relevant Component of the Development in the Forward Funding Sale Agreement shall be the value attained in the Forward Funding Sale Agreement, and rental income shall not be taken into account
“Marketing Plan”	a plan prepared in accordance with paragraph 8 of this Schedule for marketing advertising and promoting the Affordable Housing Units to Eligible Renters;

Expression	Meaning
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 6.1 of this Schedule, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council);
"Open Market Housing Units"	the Residential Units not identified as Affordable Housing Units in the Affordable Housing Scheme which are to be rented out on the open market;
"Option"	the option to be granted to the Council in accordance with paragraph 6.3 of this Schedule for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;
"Protected Tenant"	any tenant of an Affordable Housing Unit who: a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of the Affordable Housing Unit; or b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of the Affordable Housing Unit;
"Relevant Review Date"	the Early Stage Review Date or the Development Break Review Date (as the context requires);

Expression	Meaning
"Residential Area"	means the total Gross Internal Area of the proposed Development within Berol Yard Building Phase less the Gross Internal Area of the proposed Commercial Units within Berol Yard Building Phase
"Residential Management Plan"	a plan setting out management principles for the Open Market Housing Units and which shall include the following requirements unless otherwise agreed in writing with the Council: (a) each Open Market Housing Unit shall be self-contained and let separately for residential use; (b) the length of each lease of each Open Market Housing Unit shall be offered at a minimum term of three years unless a shorter term is requested by the prospective tenant; (c) each lease of each Open Market Housing Unit shall contain a break clause allowing the tenant to end the lease any time after the first six months of the lease with one months' notice; (d) the Open Market Housing Units shall be managed as a whole by a single professional property manager which: (i) provides a consistent and quality level of housing management; (ii) has some daily on-site presence; (iii) is part of an accredited ombudsman scheme;

Expression	Meaning
	(iv) is a member of the British Property Federation and/or regulated by the Royal Institute of Chartered Surveyors; (v) complies with the Royal Institute of Chartered Surveyors Private Rented Sector Code (as revised from time to time); (vi) has a complaints procedure; and (vii) must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance; and (e) all rent increases within the term of each lease of each Open Market Housing Unit shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy
“Review Stage Rents Percentage”	the weighted average of: (a) percentage change from the date of the Planning Permission to the Relevant Review Date in the total estimated annual rent for the Residential Units within Berol Yard Building Phase (including the Affordable Housing Units) based on evidence of Market Housing rents from the Borough published by the Office of National Statistics; and (b) the percentage change from the date of the Planning Permission to the Relevant Review Date in the total estimated annual rent of the Commercial Units within Berol Yard Building

Expression	Meaning
	Phase based on evidence of Commercial Unit rents from the Borough published by the Office of National Statistics where the weighting reflects the relative size of the Residential Area (in relation to limb (a) above) and the Gross Internal Area of the Commercial Units in Berol Yard Building Phase (in relation to limb (b) above).
“Substantial Implementation”	the occurrence of any one or more of the following in respect of the Development: (a) completion of all ground preparation works for the Development at Berol Yard Building Phase; (b) completion of the foundations for the core of the proposed building at Berol Yard Building Phase; (c) letting of a contract for the construction of the proposed building at Berol Yard Building Phase provided that the contract shows an unequivocal start on site date less than two years from the date of the Planning Permission; (d) the Berol House Vacant Possession Date being achieved
"Substantial Implementation Target Date"	the date 24 months from but excluding the date of grant of the Planning Permission;
“Sums Due”	all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;

Expression	Meaning
"Viability Review"	the process set out in paragraph 9 of this Schedule whereby the viability of providing Additional Affordable Housing and/or a financial contribution to the Council towards the provision of Affordable Housing in the Borough is assessed;

2. BUILD TO RENT

The Owner covenants as follows

- 2.1 to submit to the Council the Residential Management Plan for approval (as approved, the **"Approved Residential Management Plan"**) and not to Occupy any Phase containing Residential Units until the Residential Management Plan has been approved by the Council;
- 2.2 upon reasonable notice from the Council and no more frequently than every twelve months, provide to the Council such evidence as the Council reasonably requires in relation to the operation or otherwise of the Approved Residential Management Plan.
- 2.3 to provide details of the waste collection strategy for the Residential Units which shall include a commitment to an agreed period of monitoring post Occupation and reporting of waste / recycling volumes and making a maximum one off payment of £100,000.00 (one hundred thousand pounds) to the Council within 30 Working Days of written demand by the Council if twice weekly refuse collections are required (to cover the cost of an additional vehicle) subject to monitoring results. Details of the monitoring shall be submitted to the Council and agreed prior to first Occupation of the Residential Units.

3. BUILD TO RENT CLAWBACK

- 3.1 Not less than thirty (30) Working Days before an anticipated date of a Clawback Disposal, the Owner shall give notice in writing to the Council of such Clawback Disposal including the following information:

- 3.1.1 the anticipated date of that Clawback Disposal;
 - 3.1.2 the Open Market Housing Unit(s) which are intended to be Disposed and its gross internal floor area in metres squared and number of Habitable Rooms;
 - 3.1.3 the amount of consideration to be paid under that Clawback Disposal for each Open Market Housing Unit which is intended to be Disposed (including documentary evidence);
 - 3.1.4 the Owner's calculation of the Clawback Amount; and
 - 3.1.5 the identity and address of the person(s) to whom the Open Market Housing Unit(s) are intended to be Disposed.
- 3.2 The Council shall assess the information submitted under paragraph 3.1 of this Schedule to determine the Clawback Amount.
- 3.3 The Owner acknowledges that the Council may appoint an External Consultant to assess the information submitted under paragraph 3.1 of this Schedule and to determine the Clawback Amount.
- 3.4 If the Council and/or its External Consultant requests further information or evidence to determine the Clawback Amount, the Owner shall provide any reasonably required information to the Council and/or the External Consultant (as applicable and with a copy to the other party) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and/or its External Consultant has all the information it reasonably requires to determine the Clawback Amount.
- 3.5 The Council shall notify the Owner in writing of the Clawback Amount and shall use reasonable endeavours to do so no later than twenty (20) Working Days after receipt of the information submitted under paragraph 3.4 of this Schedule.
- 3.6 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 3.1 of this Schedule and in determining the Clawback Amount including those of any

External Consultant appointed under paragraph 3.3 of this Schedule within twenty (20) Working Days of receipt of a written request for payment.

- 3.7 If the Council has not notified the Owner in writing of the Clawback Amount within thirty (30) Working Days of receipt of the information submitted under paragraph 3.1 of this Schedule, the Owner may pay an amount that the Owner reasonably estimates to be the Clawback Amount (the "**Estimated Clawback Amount**") PROVIDED THAT no later than ten (10) Working Days after the Council notifies the Owner in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with clause 11, no later than ten (10) Working Days after the final determination of the Clawback Amount), the Owner shall pay to the Council the difference between the Clawback Amount and the Estimated Clawback Amount (unless the difference is less than or equal to zero) together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference calculated in accordance with clause 7.4.

- 3.8 The Clawback Amount is intended to facilitate the provision of Affordable Housing in the Borough.

- 3.9 The Owner shall notify the Council in writing promptly upon the completion of a Clawback Disposal and upon such Clawback Disposal the provisions of this Second Schedule shall cease to apply to the Residential Units that are the subject of the Clawback Disposal.

4. AFFORDABLE HOUSING SCHEME

The Owner shall:

- 4.1 not Implement or permit Implementation of any Phase containing Residential Units until the Affordable Housing Scheme has been submitted to and approved by the Council ("the Approved Affordable Housing Scheme") and thereafter shall Implement and carry out the Development in accordance with the Approved Affordable Housing Scheme;

4.2 not provide the Affordable Housing Units other than in accordance with the Approved Affordable Housing Scheme and the Affordable Housing Target Tenure Split;

4.3 secure that the Affordable Housing Units are not designed or constructed other than in accordance with the Planning Permission and where reasonably practicable the Design and Quality Standards.

5. USE AND OCCUPATION OF THE AFFORDABLE HOUSING

The Owner covenants:

5.1 subject to the following provisions of this Schedule, that the Affordable Housing Units shall be used solely for Affordable Housing in perpetuity (subject to paragraph 5.2);

5.2 not to Occupy or permit Occupation or use the Affordable Housing Units other than as Affordable Housing in accordance with this Agreement for the lifetime of this Development save that this obligation shall not be binding on:

5.2.1 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

5.2.2 any Chargee exercising a power of sale in respect of the Affordable Housing Units following a default under the terms of a mortgage or charge thereof provided that the Chargee shall have first complied with the Chargee's Duty; or

5.2.3 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any successor in title to such purchaser or any person deriving title from such purchaser PROVIDED THAT such mortgagee has complied with the Chargee's Duty.

- 5.3 not to Occupy more than 50% of the Open Market Housing Units in a Phase containing Residential Units until all of the Affordable Housing Units in that Phase have reached Practical Completion and are ready for residential Occupation and written notification of such has been received by the Council

6. CHARGEES DUTY

- 6.1 It is hereby agreed that: in order to dispose of the Affordable Housing Units free of the affordable housing obligations in this Second Schedule, a Chargee must first:

6.1.1 serve a Default Notice on the Council;

6.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

6.1.3 subject to paragraph 6.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 6.3 below;

- 6.2 from the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee;

- 6.3 not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive option to acquire a lease for a term of at least 125 years of the relevant Affordable Housing Units which shall contain the following terms:

6.3.1 the grant of the Lease will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) or any subsequently published version of the Standard Commercial Property Conditions relevant at the time of the service of the Intention Notice with any

variations that may be agreed between the parties to the Option (acting reasonably);

6.3.2 the price for the grant will be agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below;

6.3.3 provided that the purchase price has been agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below, but subject to paragraph 6.3.4 below, the Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

6.3.4 the Option will expire upon the earlier of

(a) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; or

(b) the expiry of the Moratorium Period;

and

6.3.5 any other terms agreed between the parties to the Option (acting reasonably);

6.4 following the service of the Intention Notice:

6.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

6.4.2 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:

- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in the Second Schedule to this Agreement; and
 - (b) (unless otherwise agreed in writing between the Council and the Chargee) the Sums Due;
- 6.5 on the date falling ten (10) Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 6.4.2 above:
 - 6.5.1 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 6.5.2 if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 6.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 6.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
 - 6.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 6.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

6.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than ten (10) Working Days after his/her appointment and in any event within the Moratorium Period; and

6.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud)

and for the avoidance of doubt the provisions of clause 11 shall not apply to any failure to agree the price pursuant to paragraph 6.4.2 above;

6.6 the Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

6.6.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

6.6.2 the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or

6.6.3 the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option;

6.7 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 6.1 to 6.6 above (inclusive).

7. RESTRICTION ON DISPOSAL OF LONDON LIVING RENT HOUSING UNITS AND DISCOUNTED MARKET RENT UNITS

- 7.1 Not to allow any person to secure a right to Occupy a London Living Rent Housing Unit or a Discounted Market Rent Unit (or any number of either of them) otherwise than under a tenancy in accordance with this Agreement and the Owner shall not let a London Living Rent Housing Unit other than at the London Living Rent.

8. MARKETING

- 8.1 No less than twelve (12) months prior to the anticipated first Occupation of any of the Residential Units the Owner shall submit a Marketing Plan for the Affordable Housing Units to the Council for its approval.

- 8.2 The submitted Marketing Plan must include a draft lease or tenancy agreement for both the London Living Rent and Discounted Market Rent Units and the said Marketing Plan shall set out as a minimum

8.2.1 the rent to be charged or how that will be set which shall in respect of the London Living Rent Units be the London Living Rent and in respect of the Discounted Market Rent Units be the Discounted Market Rent Housing;

8.2.2 the formula to be used for any rent increase (it being hereby agreed that the rent may be increased each year in line with the percentage increase in the Consumer Price Index since the rent was last set per annum in respect of the London Living Rent Unit or such higher figure as may be agreed in writing by the Council or determined by the GLA);

8.2.3 the term and termination terms;

8.2.4 the obligations of the tenant and landlord including obligations enforceable by the tenant to ensure the maintenance and insurance of the structure of the building and its facilities in which the Affordable Housing Unit is situated;

8.2.5 details of the marketing to promote the Affordable Housing Units that targets Eligible Renters in the Borough which shall be in accordance with the following table:

Time Period	Target Criteria
6 – 12 months prior to the date of anticipated Practical Completion	Eligible Renters living or working in the Borough
Up to 6 months prior to the date of anticipated Practical Completion	Eligible Renters living or working within London

8.2.6 provide a named contact to liaise with the Council regarding any Eligible Renters known to the Council;

8.3 the order of priority to be applied in the allocation of the Affordable Housing Units where there are multiple applicants which shall have due regard to the order of priority set out in paragraph 3.3 of the version of the Intermediate Housing Policy current at the date hereof with Haringey households with children included in Priority One for the two and three bedroom Discount Market rent units and the two and three bedroom London Living Rent Units ringfenced for Haringey households with children .

8.4 In the event of any refusal by the Council to approve the Marketing Plan the Owner shall pay regard to the Council's reasonable reasons for such refusal and amend and resubmit the Marketing Plan having regard to the Council's reasonable reasons for refusal before invoking the provisions of clause 11 of this Agreement.

8.5 Unless otherwise agreed in writing with the Council the Owner shall:

8.5.1 not to offer and market the Affordable Housing Units; and

8.5.2 not Occupy or cause or permit the Occupation of any of the Affordable Housing Units;

other than in accordance with the approved Marketing Plan.

9. VIABILITY

9.1 The Owner shall not Occupy any Open Market Housing Units until the Council has notified the Owner pursuant to paragraph 9.3.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date

9.2 If:

9.2.1 Substantial Implementation has not been achieved on or before the Substantial Implementation Target Date or

9.2.2 there has been a Development Break

the Owner shall not Occupy:

- (where Paragraph 9.2.1 applies) any Open Market Housing Units; or
- (where Paragraph 9.2.2 applies) any Residential Units that have not already been Occupied prior to the Council notifying the Owner pursuant to Paragraph 9.4.4 of this Schedule that in its opinion a Development Break has occurred

until the Council has notified the Owner

EITHER

- (a) that pursuant to paragraph 9.5.6 that no Additional Affordable Housing Units are required; or
- (b) if the Council notifies the Owner pursuant to paragraph 9.5.7 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraphs 9.5.6 and 9.5.7

9.3 Early Stage Viability Trigger

9.3.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no

later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

9.3.2 No later than five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

9.3.3 Following the Owner's notification pursuant to paragraph 9.3.1, the Owner shall afford the Council access to the Property to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:

(a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;

(b) comply with relevant health and safety legislation;

9.3.4 No later than 20 (twenty) Working Days after the Council receives

(a) notice pursuant to paragraph 9.3.1; or

(b) if the Council makes a request under 9.3.2, the additional documentary evidence,

the Council shall inspect the Property and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether or not the Council, acting reasonably, considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

9.3.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 9.3 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 9.3.4 that Substantial Implementation has been achieved or until the matter has been determined in accordance with clause 11 of this Agreement

9.4 Development Break Trigger

9.4.1 If the Council are of the opinion that a Development Break has occurred (whether or not it has ended) the Council shall promptly notify the Owner of this opinion and no later than twenty (20) Working Days after receiving a written request from the Council, the Owners shall provide to the Council full documentary evidence on an open book basis and any additional documentary evidence specifically requested by the Council to enable the Council to independently assess and determine whether a Development Break is occurring or has occurred.

9.4.2 No later than twenty (20) Working Days after the Council receives the additional documentary evidence provided pursuant to paragraph 9.4.1 above the Council shall inspect the Property.

9.4.3 The Owners shall afford the Council access to the Property to inspect and assess whether works of construction are being undertaken and determine whether or not a Development Break has occurred PROVIDED ALWAYS THAT the Council shall:

- (a) provide the Owners with reasonable written notice of its intention to carry out such an inspection;
- (b) comply with relevant health and safety legislation;
- (c) cause no harm or damage to any construction works on the Property.

9.4.4 Within ten (10) Working Days of the inspection date the Council shall notify the Owners as to whether or not the Council considers that a Development Break has occurred

9.4.5 In the event of any dispute as to whether a Development Break has occurred the provisions of clause 11 shall apply

9.4.6 In the event a Development Break has occurred the Owners shall notify the Council in writing of the date on which the Development Break has ended no later than ten (10) Working Days after such date.

9.5 Assessment of Development Viability Information and other information in relation to an Early Stage Review or after a Development Break

9.5.1 Where

(a) Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 9.3.4); or

(b) where it is confirmed by the Council pursuant to paragraph 9.4.4 that a Development Break has occurred (or in the event of a dispute where it has been so determined in accordance with Clause 11)

paragraph 9.5.2 shall apply

9.5.2 No later than twenty (20) Working Days after

(a) the date on which the Owner is notified pursuant to paragraph 9.3.4 that the Substantial Implementation has not been achieved; or

(b) the date on which the Council notifies the Owner pursuant to paragraph 9.4.4 that it is satisfied that a Development Break has occurred (or in the event of a dispute where it has been so determined in accordance with Clause 11)

the Owner shall submit to the Council:

- (i) the Development Viability Information;
- (ii) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 6 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided;
- (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme

and it is agreed that the Council may make such information publicly available save for any Forward Funding Sale Agreement.

9.5.3 The Council shall assess the information submitted pursuant to paragraph 9.5.2 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 6 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 6 subject to such evidence also being provided to the Owner.

9.5.4 The Owner acknowledges that the Council may appoint an External Consultant to assess the information submitted pursuant to paragraph

9.5.5 In the event that the Council and/or an External Consultant requires further detail on how the Development Viability Information has been compiled or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires

to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 6.

9.5.6 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 9.5.2 and paragraph 9.5.5, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required as a result of the Early Stage Review or any and every Development Break Review and whether the submitted Additional Affordable Housing Scheme is approved.

9.5.7 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall either invoke the provisions of clause 11 or provide a further Additional Affordable Housing Scheme to the Council for approval within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 9.5.6.

9.6 Delivery of Additional Affordable Housing

9.6.1 Where it is determined pursuant to paragraph 9.5.6 that one or more Additional Affordable Housing Units are required (or in the event of dispute where it is so determined pursuant to Clause 11) the Owner shall provide the Additional Affordable Housing Units prior to Occupation of more than 90% of the Open Market Housing Units

9.6.2 Where paragraph 9.6.1 applies not to Occupy more than 90% (ninety per cent) of the Open Market Housing Units unless and until:

(a) all of the Additional Affordable Housing Units have reached Practical Completion and are ready and made available to be Occupied in accordance with the Additional Affordable Housing Scheme approved by the Council; and

(b) any remaining Surplus Profit pursuant to paragraph 9.6.4 has been paid to the Council in accordance with clause 7.1 to be used

towards the delivery of offsite Affordable Housing within the Borough.

9.6.3 The Parties agree that the terms of this Second Schedule shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units but the Additional Affordable Housing Units shall not be subject to the provisions of Paragraph 2 or 3 of this Schedule.

9.6.4 If the Council's reasonable assessment pursuant to paragraph 9.5.6 concludes that:

(a) a Surplus Profit arises following the application of Formula 1a but such Surplus Profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 6; or

(b) a Surplus Profit arises following the application of Formula 1a but such Surplus Profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 6,

then in either scenario the Owner shall (unless the Owner has invoked Clause 11 and the matter is still to be determined) pay any such Surplus Profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing prior to Occupation of 90% of the Open Market Housing Units subject always to the Affordable Housing Cap not being exceeded taking account of all of the obligations performed or to be performed pursuant to this Agreement.

9.6.5 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted to facilitate the requirements of paragraph 9.5 including those of the External Consultant within twenty (20) Working Days of receipt of a written request for payment.

9.6.6 The Owner further agrees and acknowledges that an Early Stage Review does not preclude a later Development Break Review and that nor does

a Development Break Review preclude any subsequent such review and that the Additional Affordable Housing that may be required as a result of each review is cumulative.

- 9.7 For the avoidance of doubt any dispute arising from this Paragraph 9 may be referred by either party to an expert for determination in accordance with Clause 11 of this Agreement.

10. MONITORING

10.1 The Owner acknowledges and agrees that the Council may report to the GLA the number and tenure of the Affordable Housing Units by units and Habitable Room.

10.2 The Owner acknowledges and agrees that after each of the approval of the Additional Affordable Housing Scheme pursuant to paragraph 9.5.6 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 9.5.6 the Council may report to the GLA the following information (to the extent that they are applicable):

10.2.1 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

10.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and

10.2.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph ;

11. EXCLUSION OF LIABILITY

The provisions of this Schedule shall not be binding on a person who has no legal interest in a Residential Unit.

ANNEX TO THE SECOND SCHEDULE VIABILITY FORMULAS

FORMULA 1A (SURPLUS PROFIT AVAILABLE FOR ADDITIONAL ON-SITE AFFORDABLE HOUSING)

$$\text{"Surplus Profit"} = ((A - B) - (D - E)) - P$$

Where:

A = Estimated Review Stage GDV (£)

$$\mathbf{B} = A \div (C + 1)$$

C = Percentage change in the Review Stage Rents Percentage from the date of this Agreement to the Relevant Review Date

D = Estimated Build Costs (£)

$$\mathbf{E} = D \div (F + 1)$$

F = Percentage change in the Build Cost Index from grant of Planning Permission to the Relevant Review Date (using the latest index figures publicly available) (%)

$$\mathbf{P} = (A - B) * Y$$

Y = The weighted average of:

- (a) 12.5% being developer profit as a percentage of the gross development value of the Residential Units within Berol Yard Building Phase (including the Affordable Housing Units); and
- (b) 15%, being developer profit as a percentage of the gross development value of the Commercial Units within Berol Yard Building Phase.

Where the weighting reflects the relative size of the Residential Area (in relation to limb (a) above) and the Gross Internal Area of the Commercial Units in Berol Yard Building Phase (in relation to limb (b) above).

FORMULA 6 (ADDITIONAL ON-SITE AFFORDABLE HOUSING)

$X =$ Additional Affordable Housing (Habitable Rooms)

$X = A \div (B - C) \div D$

Where:

A = Surplus Profit available for Additional Affordable Housing Units as determined in Formula 1a (£)

B = Average Open Market Housing Value (£ per m²) as at the Relevant Review Date

C = Average Discounted Market Rent Housing Value (£ per m²) as at the Relevant Review Date

D = Average Habitable Room size for Berol Yard Building Phase being 16.6m²

Notes:

(B - C) represents the difference in average value of Open Market Housing per m² and average value of Discounted Market Rent Housing per m² (£).

$A \div (B - C)$ represents the additional Discount Market Housing requirement by floorspace (m²).

THIRD SCHEDULE

ADDITIONAL AFFORDABLE WORKSPACE

1. DEFINITIONS

1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

‘Discount Rent’ means a rent proposed by the Owner and approved by the Council that at the time Retail Unit 2 is first occupied is no more than 80% of the prevailing market rent for a unit of the size and location of Retail Unit 2 with a use falling into Use Class E and let for a period of at least three years at that rent and assuming a unit finished to Cat A Standard to be fitted out by the tenant

“Retail Unit 2” means the unit to be created within the building proposed as part of the Development at Berol Yard Building Phase on the ground floor of that building and which is shown on the plan numbered 22049_06_100_INT entitled ‘Ground Floor Plan – Interim General Arrangements’ (a copy of which is attached hereto as the Appendix to this Schedule) shaded pink and edged in blue and annotated ‘Additional Affordable Workspace’

2. PROVISION OF ADDITIONAL AFFORDABLE WORKSPACE

2.1 This Paragraph 2.1 shall apply in the event that the works of construction and refurbishment of Berol House has not commenced by the earlier of:

2.1.1 30th June 2029; or

2.1.2 the Practical Completion of the buildings and public realm proposed at Berol Yard

2.2 If paragraph 2.1 above applies, Retail Unit 2 shall only be let at a Discount Rent until the later of:

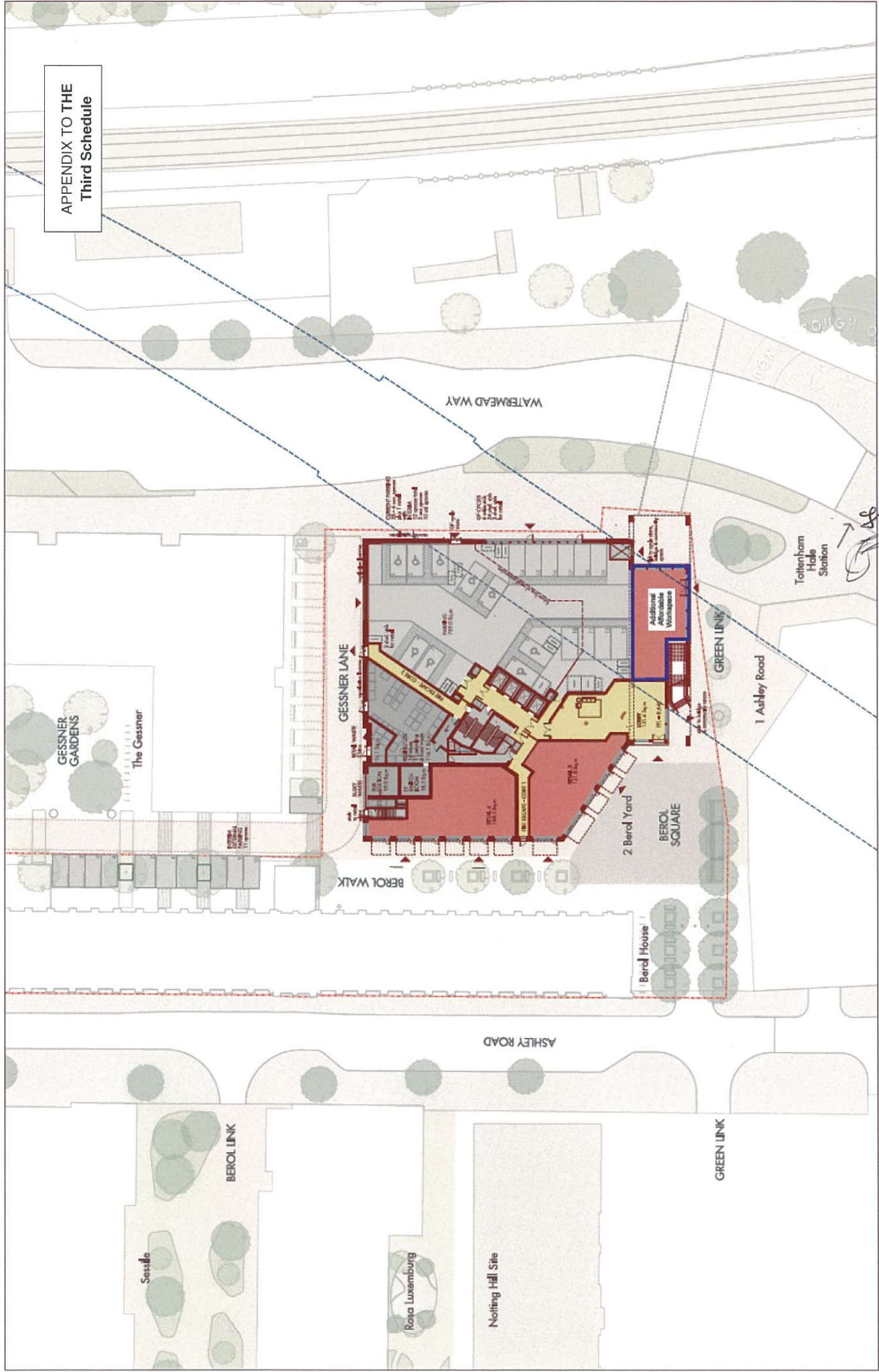
2.2.1 three years from the date of Practical Completion of all buildings at Berol Yard Building Phase; or

2.2.2 the date of Practical Completion of Berol House.

2.3 If Paragraph 2.1 above applies the provisions of clause 11 shall apply if the rent proposed by the Owner is not approved by the Council and no agreement on that figure can be reached between the parties within twenty (20) Working Days of the figure being first proposed.

2.4 The provisions of this Schedule shall not be binding on a person who has no legal interest in Berol Yard Building Phase

APPENDIX TO THE
Third Schedule



2 BEROL YARD

GROUND FLOOR PLAN - INTERIM

GENERAL ARRANGEMENT

22049_06_100_INT

SCALE: 1:200 (A4) 1:500 (A3)

Allen and Morrison LLP

15, The Quadrant, London, E1 1AF

020 7911 0100

020 7911 0101

allen@allenmorrison.com

ALM 128 NO. 22049

P2

Scale

0 5m 10m

Legend

Red: Red

Yellow: Yellow

Green: Green

Blue: Blue

Grey: Grey

White: White

Black: Black

Other: Other

Notes

1. The plan shows the general arrangement of the ground floor of the building.

2. The plan is for information only and should not be used for construction purposes.

3. The plan is subject to change without notice.

4. The plan is not to scale.

5. The plan is not to be used for any other purpose.

FOURTH SCHEDULE COMMERCIAL STRATEGY

1. STRATEGY SUBMISSION

- 1.1 Prior to the Occupation of any Commercial Unit within a Phase, to submit to the Council a revised version of the document submitted as part of the Application entitled 'Berol Quarter Community Culture and Commerce Strategy' so far as relevant to that Phase.
- 1.2 The revised strategy must demonstrate how the proposed marketing and target uses of each Commercial Unit within the Phase aims to complement other non-residential uses in the wider Tottenham Hale area of the Borough and will result in a varied and successful mix of uses with a focus on employment.
- 1.3 Once approved by the Council or otherwise determined pursuant to Clause 11 the revised strategy shall become **the Approved Commercial and Retail Strategy** for the relevant Phase.
- 1.4 The provisions of this Schedule shall not be binding on a person who has no legal interest in a Commercial Unit within a relevant Phase.
- 1.5 A person who has a legal interest in a Commercial Unit within a Phase shall not be liable for any breach of this Schedule in so far as it relates to a different Phase save where that person has a legal interest in a Commercial Unit within that different Phase.

FIFTH SCHEDULE TRAVEL AND PARKING

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Word or Expression	Meaning
"Blue Badge Holder"	a person who holds a disabled persons badge issued pursuant to section 21 Chronically Sick and Disabled Persons Act 1970 (as amended);
"Car Club"	a club operated by a Car Club Operator which residents of Berol Yard Building Phase and the general public may join and which makes cars available for hire to members either on a commercial or part-subsidised rate;
"Car Club Bay"	any area whether on street or otherwise that is designated for the parking a vehicle owned or operated by a Car Club Operator and used solely for parking vehicles available to members of a Car Club
"Car Club Operator"	a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;
"Commercial Travel Plan"	a plan to be prepared by or on behalf of the Owner or the Occupier of the relevant Commercial Unit and submitted to the Council for approval which: (a) sets out ways to encourage sustainable transport to and from the Commercial Development;

Word or Expression	Meaning
	(b) identifies an individual who is to be the Commercial Travel Plan Coordinator; (c) provides for the provision of welcome induction packs to Occupiers of the Commercial Development containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan policy and guidance;
“Commercial Travel Plan Contribution”	the sum of THREE THOUSAND POUNDS ONLY (£3,000-00) to be paid to the Council as a contribution towards the costs of monitoring compliance with and performance of the Commercial Travel Plan
“Commercial Travel Plan Co-Ordinator”	a person appointed to liaise with the Council in the submission and agreement of the Commercial Travel Plan and on compliance therewith and to be responsible for promoting the Commercial Travel Plan to Occupiers of the Commercial Development;
“CoMoUK”	the national charity promoting responsible car use;
“Residential Travel Plan”	a plan to be prepared by or on behalf of the Owner and submitted to the Council for approval which: (a) identifies an individual who is to be the Residential Travel Plan Coordinator; (b) sets out ways to encourage sustainable transport to and from the Residential Units; (c) sets out ways to achieve an 8% cycle mode share by the fifth anniversary of the Occupation Date of the Residential Units;

Word or Expression	Meaning
	(d) provides for the provision of welcome residential induction packs to Occupiers of the Residential Units containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan; and (e) provides a commitment to liaise with Zipcar to understand utilisation of Car Club Bays within reasonable walking distance of the Development, and any other information reasonably requested by the Council;
“Residential Travel Plan Contribution”	the sum of THREE THOUSAND POUNDS ONLY (£3,000-00) to be paid to the Council as a contribution towards the costs of monitoring compliance with and performance of the Residential Travel Plan
“Residential Travel Plan Co-Ordinator”	a person appointed to liaise with the Council in the submission and agreement of the Residential Travel Plan and on compliance therewith and to be responsible for promoting the Residential Travel Plan to Occupiers of the Residential Units;
“Resident’s Parking Permit”	a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;
“the Traffic Management Order”	the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 (as amended) which establishes a controlled parking zone in which the Property is situated;

Word or Expression	Meaning
“Traffic Management Order Contribution”	the sum of FIVE THOUSAND POUNDS ONLY (£5,000-00) to be paid to the Council to be pooled towards the costs associated with amending the Traffic Management Order and advertising the same which amendment shall remove the Development from those premises the residents and occupiers of which may apply for a Resident’s Parking Permit; and
“Zipcar”	Zipcar (UK) Limited (Co Reg number 04525217) whose registered office is at Avis Budget House, Park Road, Bracknell, RG12 2EW which is the national company that operates car sharing clubs or such other organisation as the Council may approve from time to time

2. CAR FREE DEVELOPMENT

2.1 The Owner of the Residential Units covenants that the Residential Units shall not be used and/or Occupied by anyone who has a Resident’s Parking Permit save for the application of paragraph 2.2 below and in particular:

2.1.1 in the event that a Resident’s Parking Permit is issued to an Occupier of any Residential Unit it shall be surrendered to the Council within five (5) Working Days of a written demand therefor from the Council;

2.1.2 prior to the Occupation of each Residential Unit the potential Occupier shall be informed of the contents of this Agreement and that as a result they shall not be entitled to apply for a Resident’s Parking Permit from the Council and any Disposal licence transfer lease or tenancy to any subsequent Occupier shall contain an obligation for them to comply with and raise no objection to the provisions of paragraphs 2.1 and 2.1.1 above in substantially the form set out below:

“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby

granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Haringey ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within seven 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1 SAVE THAT any resident who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) shall be entitled to resident's parking permit.";

2.1.3 any advertisement in relation to the marketing or sale of any Residential Unit is to include specific reference that the Residential Unit is subject to the restrictions in this paragraph .

2.2 The restrictions in paragraph 2.1 above shall not apply in respect of any Occupier of a Residential Unit who is a Blue Badge Holder.

2.3 The provisions of this paragraph 2 shall not be binding on any person who does not have an interest in a Residential Unit.

3. CAR CLUB

3.1 The Owner of the Residential Units covenants:

3.1.1 to liaise with a Car Club Operator and use all reasonable endeavours before any of the Residential Units are Occupied to establish a Car Club in the vicinity of the Development or to identify a Car Club already operating in the vicinity of the Development that is prepared to offer membership of that Car Club to future Occupiers of the Residential Units at Berol Yard Building Phase;

3.1.2 to ensure that Occupiers of the Residential Units are offered free membership of a Car Club for a period of three years from the

Occupation Date of the appropriate Residential Unit PROVIDED THAT during this three year period the Owner shall not be obliged to secure free memberships to more than two Occupiers of each Residential Unit;

3.1.3 for a period of three (3) years from the Occupation Date to pay into the Car Club a credit of FIFTY POUNDS (£50.00) per annum in respect of each Occupier of each Residential Unit PROVIDED THAT the annual credit in respect of any Residential Unit shall be a maximum of FIFTY POUNDS (£50.00);

3.1.4 for three years from the Occupation Date of each Residential Unit to provide marketing literature to the Occupiers of that Residential Unit to include information on how to claim the incentives detailed in paragraphs 3.1.2 and 3.1.4 above;

3.1.5 to provide evidence of compliance with the provisions of this paragraph 3 to the Planning Obligations Monitoring Officer when asked to do so and not to Occupy or cause or permit Occupation until the Council has confirmed in writing that it is satisfied that if applicable the Car Club has been provided and membership secured and all the related provisions of this Agreement have been complied with;

3.1.6 in the event that any Occupier of a Residential Unit notifies the Owner that instead of using the Car Club they will purchase a bicycle the Owner shall instead of providing the credit pursuant to paragraph 3.1.3 pay the Occupier the equivalent of that credit by way of voucher (to the value of at least ONE HUNDRED AND FIFTY POUNDS (£150) only due to the Residential Unit less any credit already paid for the purposes of purchasing a bicycle and the Owner shall thereafter have no obligation to secure membership of the Car Club for that Occupier.

3.2 The provisions of this paragraph 3 shall not be binding on any person who does not have an interest in a Residential Unit.

4. RESIDENTIAL TRAVEL PLAN

4.1 The Owners of the Residential Units covenant as follows:

- 4.1.1 no less than six months prior to the anticipated Occupation Date of any Residential Unit comprised in the Development to submit a Residential Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Residential Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Residential Travel Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of clause 11;
- 4.1.2 no less than six months prior to the Occupation Date to appoint the Residential Travel Plan Co-Ordinator and to secure thereafter that a Residential Travel Plan Co-Ordinator is retained (reasonable periods of vacancy accepted) for a period of at least five years after all the Residential Units have first been Occupied;
- 4.1.3 not to Occupy or cause or permit Occupation of any Residential Unit until
 - (a) six months after the submission of the Residential Travel Plan to the Council;
 - (b) six months after the appointment of the Residential Travel Plan Coordinator;
 - (c) the Residential Travel Plan has been approved ("**the Approved Residential Travel Plan**"); and
 - (d) the Residential Travel Plan Contribution has been paid;
- 4.1.4 to work in collaboration with the Council to conduct annual reviews of the Approved Residential Travel Plan for a minimum of five years following Occupation of all of the Residential Units comprised in the Development and following such reviews to make such amendments to the Approved Residential Travel Plan as may be required by the Council;

4.1.5 not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Residential Travel Plan (as may be amended from time to time in accordance with paragraph 4.1.4);

4.1.6 to carry out and comply with the Approved Residential Travel Plan (as may be amended from time to time in accordance with paragraph 4.1.4).

4.2 The provisions of this paragraph 4 shall not be binding on any person who does not have an interest in a Residential Unit

5. COMMERCIAL TRAVEL PLAN

5.1 The Owner of the relevant Commercial Unit(s) covenant as follows:

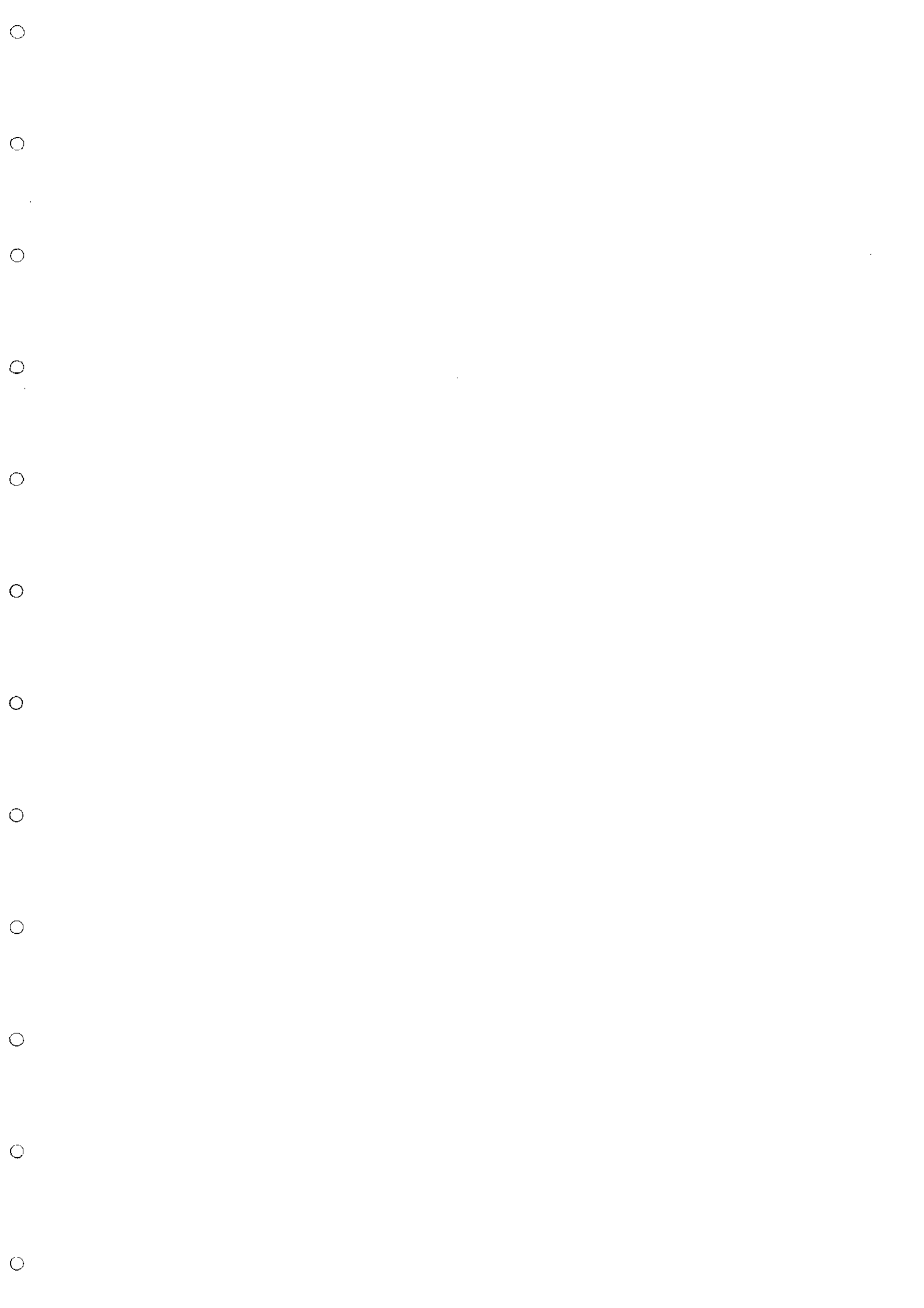
5.1.1 no less than six months prior to the anticipated Occupation Date of any Commercial Unit within a Phase to submit a Commercial Travel Plan for that Phase to the Council for approval and in the event of any refusal by the Council to approve the said Commercial Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the said Commercial Travel Plan as amended having regard to the Council's reasonable reasons for refusal before invoking the provisions of clause 11;

5.1.2 no less than six months prior to the Occupation Date in relation to a Phase that includes Commercial Units to appoint the Commercial Travel Plan Co-Ordinator for that Phase and to secure thereafter that a Commercial Travel Plan Co-Ordinator for that Phase is retained (reasonable periods of vacancy accepted) for a period of at least ten years;

5.1.3 not to Occupy or cause or permit Occupation of any Commercial Unit within a Phase until

(a) the appointment of the Commercial Travel Plan Coordinator for that Phase;

- (b) the Commercial Travel Plan for that Phase has been approved (**"the Approved Commercial Travel Plan"**); and
 - (c) the Commercial Travel Plan Contribution has been paid (for the avoidance of doubt upon payment for the first relevant Phase this obligation shall be deemed to have been discharged for all Phases).
- 5.1.4 to work in collaboration with the Council to conduct annual reviews of the Approved Commercial Travel Plan applicable to a Phase for a minimum of five years following the final Commercial Unit within that Phase has been made available for Occupation and following such reviews to make such amendments to the Approved Commercial Travel Plan for that Phase as may be required by the Council;
- 5.1.5 not to Occupy or cause or permit Occupation of any Commercial Unit within a Phase otherwise than in accordance with the Approved Commercial Travel Plan for that Phase (as may be amended from time to time in accordance with paragraph 5.1.4);
- 5.1.6 to carry out and comply with the Approved Commercial Travel Plan for a relevant Phase (as may be amended from time to time in accordance with paragraph 5.1.4) in relation to Occupation of the Commercial Units within a Phase.
- 5.2 The provisions of this paragraph 5 shall not be binding on any person who does not have a legal interest in a Commercial Unit.
- 5.3 A person who has a legal interest in a Commercial Unit within a Phase shall not be liable for any breach of this Schedule in so far as it relates to a different Phase save where that person has a legal interest in a Commercial Unit within that different Phase.



SIXTH SCHEDULE

EMPLOYMENT AND SKILLS

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Expression	Meaning
“Apprentice”	a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ level 2 or above⁵ who is: • employed on a contract as an Apprentice pursuant to a written contract of employment; • working alongside experienced staff to gain job specific skills; and • attending college or an education or training provider as part of their Apprenticeship, and the term “Apprentices” shall be construed accordingly;
“Apprenticeship”	an industry-led training programme leading to a recognised qualification with set requirements used by training providers, colleges, and employers to ensure that all apprenticeship programmes are delivered consistently and to national standards⁶ and the term “Apprenticeships” shall be construed accordingly;

⁶ More information about the government apprenticeship standards and fees can be found at <https://www.instituteforapprenticeships.org/>

Expression	Meaning
“Apprenticeship Support Contribution”	a financial contribution to support the recruitment process, in-work support and post- work support of Apprentices to be calculated on the basis of £1,500 per Apprentice employed (or who should be employed according to the Employment and Skills Plan) during the Construction Phase of the Berol House Building Phase and/or Berol Yard Building Phase;
“Assigned Officer”	the Council’s employment and skills officer assigned by the Council to meet the requirements of the Employment and Skills Team or such other officer notified from time to time;
“Construction Partnership”	strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate employment and skills activities as notified by the Council to the Owner from time to time;
“Contractor”	the Entity that has contracted with the Owner to carry out the works to create the Development and where the context requires includes all sub-contractors and other professional and trades people and organisations whether employed directly by the Contractor or the Owner
“Employment and Skills Lead”	a dedicated resource (which for the avoidance of doubt could be an employee of the Owner or of a Contractor or an agent appointed by the Owner to carry out the Development) identified to the Council pursuant to paragraph 4 below who will be responsible for the implementation, co-ordination and the delivery of the measures set out in the Employment and Skills Plan during the relevant Construction Phase;

Expression	Meaning
"Employment and Skills Plan"	the plan relating to relevant Construction Phases only to be submitted to the Council and containing the information outlined under paragraph 2 below
"Employment and Skills Support Providers"	a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and other persons into training or employment opportunities as may be notified by the Council from time to time;
"Employment and Skills Team"	the Council's team responsible for Employment and Skills policy, strategy, commissioning and compliance;
"Flexi-job Apprenticeship agency"	organisations that recruit and employ apprentices and arrange placements with a variety of host businesses for the duration of an apprenticeship ⁷ and Flexi-job Apprenticeship Agencies shall be construed accordingly.
"Haringey Works Team"	the Council's team responsible for supporting Residents into training or employment opportunities and any successor team(s) that may exist from time to time;
"London Living Wage"	the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved in writing by the Council) determines is the minimum rate required to cover the basic costs of living in the Borough ⁸ ;

⁷ Please note, Flexi-job Apprenticeship agencies are independent from the Council. Any Service Level Agreements and payment arrangements should be discussed with your chosen Flexi-job Apprenticeship agencies directly.

⁸ More information can be found at <https://www.livingwage.org.uk/>;

Expression	Meaning
“Resident”	a person who is resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term “Residents” shall be construed accordingly;
“Priority Groups”	Residents facing barriers into work including the unemployed, young people, care leavers, Residents with disabilities both physical and mental, women, people from Black, Asian and Minority Ethnic backgrounds, low earners, people over 50 and those who are digitally excluded but willing to work in construction;
“Skills-Based Training”	a training programme that is intended to provide unemployed Residents with the skills and qualifications to access jobs being created by the Development and consisting of work experience placements and a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes ⁹ ;
“STEM and Career Education Sessions”	programmes that develop long-term relationships with local organisations working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and Maths (STEM) and details of how the activities will be delivered the format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan;

9 For further information, visit <https://find-employer-schemes.education.gov.uk/schemes/sector-based-work-academy-programme-swap>

Expression	Meaning
Work Experience	positions for students and learners based in the Borough to undertake work experience for a minimum of five Working Days and a maximum of 25hrs hours per week; and
“Work Placements”	positions for unemployed and economically inactive Residents, not in education or training to undertake work for a minimum of five days 36 hours to include pre-employment placements.

2. EMPLOYMENT AND SKILLS PLAN

- 2.1 The Owner of the Berol House Building Phase or Berol Yard Building Phase (as applicable) covenants with the Council to use reasonable endeavours to undertake the following in relation to the Berol House Building Phase and the Berol Yard Building Phase (as applicable) during the relevant Construction Phase only:
 - 2.2 No later than twenty (20) Working Days prior to the start of the Construction Phase in relation to the Berol House Building Phase or the Berol Yard Building Phase (as applicable), to submit (or procure that the Employment and Skills Lead submits) to the Council an Employment and Skills Plan for that Phase of the Development (**Employment and Skills Plan**) for approval, to include a detailed construction programme, procurement schedule, recruitment protocols and project and labour histogram, local opportunities projections, and timelines stipulating the following objectives:
 - 2.2.1 the provision of not less than 20% of the workforce employed during the Construction Phase of the Phase to comprise Residents each of whom shall be so employed for a minimum of 26 weeks;
 - 2.2.2 the provision of Skills-Based Training for 25% of the persons employed pursuant to paragraph 2.2.1 above;
 - 2.2.3 the employment of full-time Apprenticeships to at least one Apprentice per £3 million development cost of the Berol House Building Phase or

Berol Yard Building Phase (as applicable), up to maximum of 10% of the construction workforce at its anticipated maximum provision on site, such Apprentices to be:

- (a) nominated by Haringey Works;
- (b) employed for a minimum of 26 weeks (if recruited through Flexi-job Apprenticeship Training Agencies) or until completion of the apprenticeship (if recruited directly);
- (c) paid at no less than London Living Wage; and
- (d) supported in their training and qualification to a minimum of NVQ Level 2;

2.2.4 explaining how the Owner and any Contractor or any agent of any Contractor shall work exclusively with the Haringey Works Team and Employment and Skills Support Providers for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and Apprenticeships arising during the Construction Phase of the Berol House Building Phase or Berol Yard Building Phase (as applicable) SAVE THAT in the event that the Haringey Works Team or Employment and Skills Support Providers are not able to refer a Resident for a job or Apprenticeship within ten (10) Working Days from the date the advertisement for that role is submitted to the Council and approved in writing the Owner of a relevant Phase and its contractor shall be free to recruit for that role from other sources;

2.2.5 the provision of Work Placements, the number of which to be agreed with the Assigned Officer;

2.2.6 the provision of Work Experience, the number of which to be agreed with the Assigned Officer;

2.2.7 provision of no fewer than two STEM and Career Education Sessions for the Berol House Building Phase and three STEM and Career

Education Sessions for the Berol Yard Building Phase , the format of such sessions to be agreed with the Assigned Officer;

2.2.8 the provision of details of how the Employment and Skills Plan prevents discrimination against groups with protected characteristics in terms of the employment and skills development opportunities it facilitates and has regard to the specific demographic characteristics of Residents in its proposed activities including residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homeless persons, care leavers and neuro diverse individuals;

2.2.9 how suppliers and businesses which are based in the Borough will be able to tender for such works as may be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services;

2.2.10 the provision of how the Employment and Skills Plan supports the Priority Groups;

2.2.11 the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the Approved Employment and Skills Plan (including but not limited to monthly monitoring data, case studies, supporting evidence, and summaries of details of the above opportunities provided to Residents), such information to be provided to the Council directly by the Owner (or its agents or contractors) in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified by the Council;

2.2.12 how the Owner shall ensure that it shall obtain consent from all employees, contractors and agents to ensure that the information required under paragraph 2.2.11 above can be provided to the Council in compliance with the provisions of the Data Protection Act 2018 and the Data Protection, Privacy and Electronic Communications

(Amendments etc.) (EU Exit) Regulations 2019 and all other statutory requirements; and

2.2.13 contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution for the relevant Phase.

2.3 not to commence the Construction Phase of the Berol House Building Phase or Berol Yard Building Phase (as applicable) unless and until the Council has approved the Employment and Skills Plan for the Berol House Building Phase or Berol Yard Building Phase (as applicable) and in the event of any refusal by the Council to approve an Employment and Skills Plan to submit an amended Employment and Skills Plan having regard to the Council's reasonable reasons for refusal before invoking the provisions of Clause 11 ("**Approved Employment and Skills Plan**") and thereafter not to carry out the Development of the relevant Phase otherwise than in accordance with the relevant Approved Employment and Skills Plan.

2.4 In addition to the requirements agreed in the Approved Employment and Skills Plan pursuant to paragraph 2.1.11 and 2.1.12 the Owner shall provide an update to the Council not less than every 3 months during the Construction Phase of the Berol House Building Phase or Berol Yard Building Phase (as applicable) summarising the latest recruitment and compliance with the Approved Employment and Skills Plan and the Council shall notify the Owner of any non-compliance with this Agreement or shortfalls against the Approved Employment and Skills Plan within one month of receipt, and in the event that no such matters are notified to the Owner within the said one month time period, full compliance shall be deemed to have occurred.

3. APPRENTICESHIP SUPPORT CONTRIBUTION

The Owner shall not Implement a Phase or cause or permit Implementation of the Berol House Building Phase or Berol Yard Building Phase (as applicable) unless and until the Apprenticeship Support Contribution for the Berol House

Building Phase or Berol Yard Building Phase (as applicable) has been received in full by the Council in accordance with clause 7.1 of this Agreement.

4. EMPLOYMENT AND SKILLS LEAD

The Owner covenants with the Council as follows in respect each of the Phases comprising the Berol House Building Phase and Berol Yard Building Phase (as applicable):

- 4.1 to commit a named senior level individual to act as the Employment and Skills Lead and to engage with the Assigned Officer any Construction Partnership and Haringey Works, including any Employment and Skills Support Providers to:
 - 4.1.1 meet the requirements of the Employment and Skills Plan (as approved), the Construction Partnership and the obligations set out in this Sixth Schedule; and
 - 4.1.2 to ensure efficient management and supply of Residents for employment and training opportunities for the relevant Construction Phase of the Berol House Building Phase or Berol Yard Building Phase (as applicable) in accordance with the Employment and Skills Plan (as approved) PROVIDED THAT the Owner shall not be required to offer employment to any candidate who does not have the necessary skills, knowledge or qualifications necessary to perform the employment;
- 4.2 not to start the Construction Phase of the Berol House Building Phase or Berol Yard Building Phase (as applicable) or cause or permit the start of the Construction Phase of the Berol House Building Phase or Berol Yard Building Phase (as applicable) unless and until the Council has been informed of the name and contact details of the Employment and Skills Lead for the Berol House Building Phase or Berol Yard Building Phase (as applicable).

5. MISSED TARGETS

- 5.1 This paragraph 5 applies only in the event that the Owner has not complied with the reasonable endeavours obligations set out in paragraph 2 of this Schedule

in respect of the Berol House Building Phase or Berol Yard Building Phase (as applicable) and the following conditions have been met:

- 5.1.1 the Council has served written notice on the Owner detailing reasons to that effect, and such notice shall be issued within one month of becoming aware of the facts giving rise to the alleged breach; and
- 5.1.2 the written notice mentioned at 5.1.1 is served on the Owner not later than four (4) months prior to the end of the Construction Phase set out in the detailed construction programme contained in the Approved Employment and Skills Plan for the Berol House Building Phase or Berol Yard Building Phase (as applicable) and sets out the reasonable, practicable and proportionate steps that the Council requires the Owner to take prior to the end of the relevant Construction Phase; and
- 5.1.3 the Owner has failed to take the reasonable, practicable and proportionate steps notified to the Owner in accordance with Paragraph 5.1.2.

5.2 Where this paragraph 5 applies:

- 5.2.1 in the event that in respect of a relevant Phase the target set in paragraph 2.2.1 of this Schedule is not met in relation to that Phase in accordance with the Approved Employment and Skills Plan then the Owner (whether personally or through the Employment and Skills Lead) shall meet with the Assigned Officer to review the Approved Employment and Skills Plan – Construction Phase and to identify and agree measures to help achieve the relevant target and such meeting to take place within ten (10) Working Days of the date of a written request from the Assigned Officer to meet.
- 5.2.2 notwithstanding the review required by the preceding paragraph 5.1 in the event that the Council determines that the number of Residents to be employed in accordance with paragraph 2.2.1 of this Schedule and the Approved Employment and Skills Plan cannot be achieved in respect of a relevant Phase then the Owner shall pay to the Council a sum of TWO

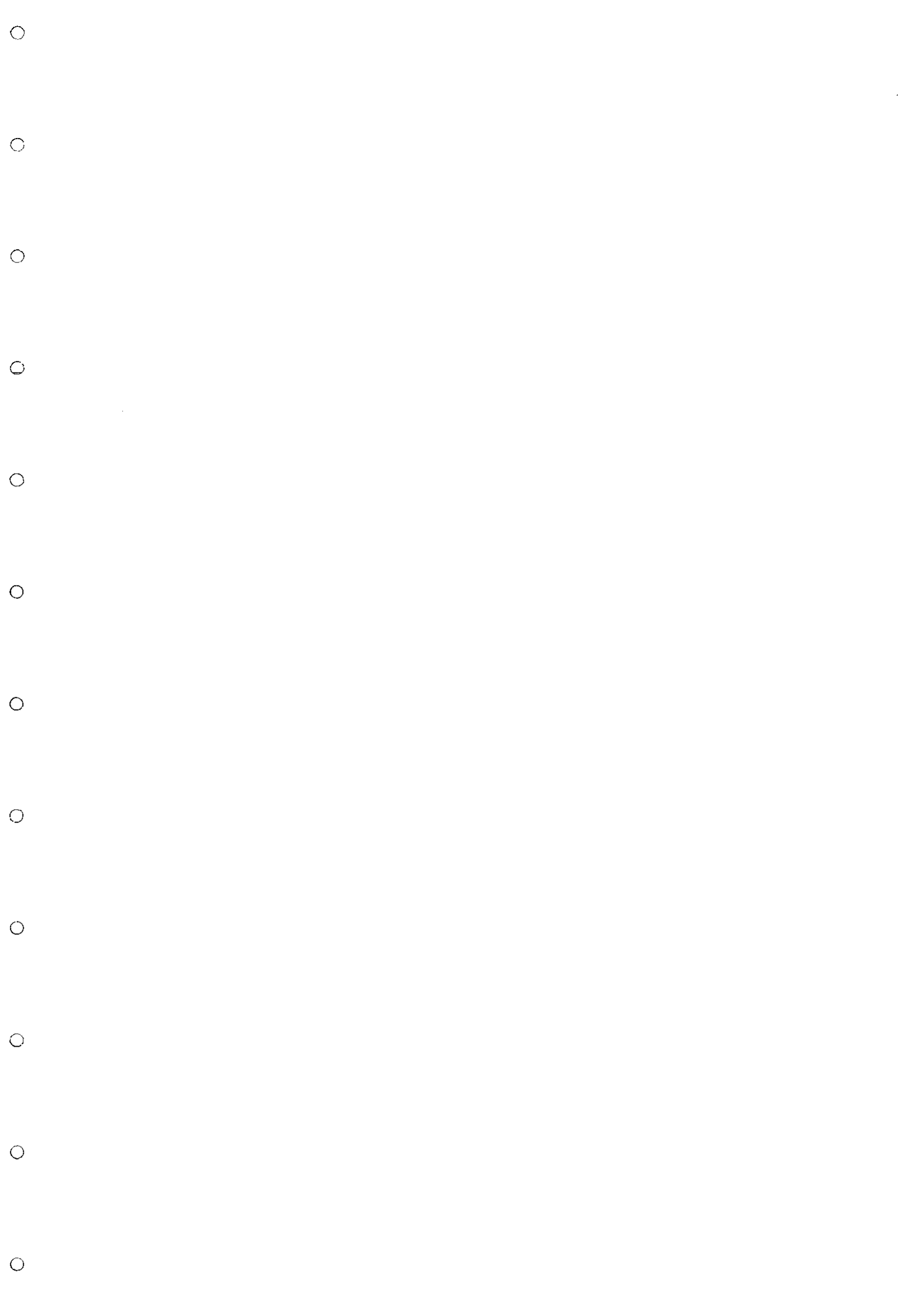
THOUSAND AND EIGHT HUNDRED POUNDS ONLY (£2,800.00) per Resident not so employed to fund measures to support the training and employment of Residents who experience difficulties and barriers in securing employment and such amount shall be paid in accordance with clause 7.1 of this Agreement and within 15 Working Days of receipt of written demand from the Council; and

- 5.2.3 in the event that the number of Apprenticeships has not been delivered in accordance with paragraph 2.2.3 of this Schedule in relation to a Phase and the relevant Approved Employment and Skills Plan then the Owner shall pay a sum of THIRTEEN THOUSAND POUNDS ONLY (£13,000.00) per full time Apprentice not employed in accordance with paragraph 2.2.3 of this Schedule to the Council to support Apprenticeships and such amount shall be paid in accordance with clause 7.1 of this Agreement and within 15 Working Days of receipt of written demand from the Council.

6. INFORMATION TO BE SUPPLIED

The Owner of the Berol House Building Phase and Berol Yard Building Phase (as applicable) shall use reasonable endeavours to;

- 6.1 state clearly in tender documentation, prepared or distributed to Contractor, that all contractors and any subcontractors will be required to observe the obligations under this Sixth Schedule and that they shall be required to engage with the Council in respect of the performance of those obligations under this Sixth Schedule in relation to a relevant Phase.
- 6.2 inform any applicable leaseholders and Occupiers of the relevant Phase of Haringey Works and relevant partnerships to secure employment opportunities for Residents at the Development and use all reasonable endeavours to procure that occupying businesses promote such opportunities.



SEVENTH SCHEDULE

PUBLIC ART

1. DEFINITIONS

1.1 In this Schedule the terms

‘Berol Square’ means an area in the south of the Property between Berol Yard Building Phase and Berol House Building Phase the general location and extent of which is shown on Plan 2 and annotated thereon as ‘Berol Square’; and

‘Art Space’ means the external space within Berol Square of not less than 5m x 5m identified pursuant to paragraph 2.1 below being the area of the Development to be made available for the installation of temporary art displays;

1.2 All other expressions in this Schedule shall be given the meaning allocated to it in the main body of this Deed:

2. AREA FOR ART SPACE

2.1 Before the Occupation Date of any of the Residential Units the Owner shall provide to the Council details of the location and specification of the Art Space to be provided and the periods during which it will allow its use and shall amend such details to address any reasonable concerns expressed by the Council as to the timing accessibility of the area so proposed

2.2 Prior to the Occupation Date of the Residential Units the Owner of the Residential Units shall layout the Art Space in accordance with the details approved pursuant to Paragraph 2.1 above

2.3 For a period of ten years from the first Occupation Date of any of the Residential Units the Owner of the Residential Units shall secure that the Art Space is made available for not less than a continuous period of three months of each calendar year for one or more temporary public art installations the purpose of which is to showcase the artistic talents of persons connected with the Tottenham area of the Borough subject always to the following:

- 2.3.1 Any Entity wishing to use the Art Space must apply to the Owner of the Residential Units for prior permission to use the said Art Space providing details of the person proposing to use the Art Space and details of the art installation proposed for approval by the Owner of the Residential Units;
- 2.3.2 The Owner of the Residential Units may refuse permission in respect of any applicant or installation on reasonable grounds, and where there is more than one applicant the Owner of the Residential Units may choose between competing applications at its absolute discretion;
- 2.3.3 Where the Owner of the Residential Units approves an applicant or installation the Owner of the Residential Units may require such person to first enter into a licence with the Owner of the Residential Units on such reasonable terms as the Owner of the Residential Units may require (but for the avoidance of doubt the Owner of the Residential Units shall not charge a rent or licence fee, and the Owner of the Residential Units shall not be required to offer any incentives or inducements to such Entity)
- 2.4 The Owner of the Residential Units shall before allowing access to and use of the space have regard to any representations made by the Council as to who should be permitted to use it.
- 2.5 The provisions of this paragraph 3 shall not be binding on a person who has no legal interest in a Residential Unit.

EIGHTH SCHEDULE
FUTURE PROOFING BRIDGE CONNECTION

1. BRIDGEHEAD

1.1 The Owner of the Residential Units covenants not to Implement the Phase containing or consisting of Berol Yard until it has submitted to the Council:

1.1.1 a feasibility study for the construction of a bridge over Watermead Way and the railway ('the **Watermead Way Bridge**') to include design options; and

1.1.2 detailed technical plans drawings and specifications containing secure by design principles that show the provision of a bridgehead ("the Bridgehead") designed to be the landing point for the bridge referred to in paragraph 1.1.1 above together with a new public access stairway and lift facilitating access to the said bridgehead ("the Bridgehead Specification")

1.2 The Owner of the Residential Units covenants not to Occupy or permit the Occupation of any Residential Unit until the works detailed in the Bridgehead Specification have been carried out and Practical Completion thereof has been achieved.

1.3 The Owner also covenants that prior to the construction of the Watermead Way Bridge to install glazing to the external façade of that part the building constructed on Berol Yard that is intended to accommodate the bridge head so as to provide an additional winter garden space as an extension to the Berol Yard Cultural and Arts Space (Use Class E / F2 Community / Affordable Workspace) until the commencement of construction of the Watermead Way Bridge.

1.4 To use reasonable endeavours to work with the Council so that upon request by the Council agreements are put in place to facilitate and regulate the connection of the Watermead Way Bridge to the Bridgehead provided that such connection shall be at no cost to the Owner, who shall be entitled to require as

part of any agreement(s) appropriate covenants and warranties from those constructing the Watermead Way Bridge.

- 1.5 The provisions of this Schedule shall not be binding on a person who has no legal interest in a Residential Unit

NINTH SCHEDULE

CULTURAL AND ARTS SPACE

1. IDENTIFICATION

The Owner covenants not to Implement a Phase within Berol Yard until:

- 1.1 there has been submitted to the Council a plan showing the location of a Cultural and Arts Space of at least 161m² floorspace to be constructed on the first floor of the building to be constructed at Berol Yard to include a public gallery and winter garden area that is to created and used pending the creation of the bridgehead referred to in paragraph 1.1 of the Eighth Schedule; and
- 1.2 the Council has either approved that plan or it has been approved pursuant to clause 11.

2. PROVISION

Not to Occupy or permit the Occupation of any Residential Unit within Berol Yard until the Cultural and Arts Space referred to above has been constructed to Cat A Standard and in accordance with the plan approved pursuant to paragraph 1.2 above.

3. OCCUPATION AND TERMS

- 3.1 The Owner shall offer a lease of the Cultural and Arts Space to the Council ('the **Lease Offer**') before offering to lease the Cultural and Arts Space to any alternative potential occupier such offer to be on terms that are reasonably comparable to the terms that the Owner would expect to secure in any lease with any alternative potential occupier and in any event on terms substantially the same as set out in paragraph 3.4 below

3.2 The Lease Offer

- 3.2.1 shall not be made earlier than six months prior to the anticipated date of Practical Completion of the Cultural and Arts Space; and

3.2.2 must include an indication of the anticipated rent and separately the anticipated service charge to be made after the Initial Period

3.3 The Lease Offer shall be open for acceptance by the Council for no less than six months ('the **Offer Period**') after it is made in writing and delivered to the Council and if the Cultural and Arts Space reaches Practical Completion and is ready for Occupation before the expiry of the Offer Period it shall not be Occupied other than by the Council unless the Council shall reject the Lease Offer before the end of the Offer Period or unless otherwise approved by the Council during the Offer Period such approval only to be forthcoming if occupation by another Entity can be terminated before the end of the Offer Period.

3.4 The Entity granted a leasehold interest in the Cultural and Arts Space (which for the avoidance of doubt includes the Council) shall hold that interest on a lease that contains as a minimum the following terms:

3.4.1 the term of the lease shall be no less than fifteen years (or such other period as may be agreed between the Owner and the Council);

3.4.2 for the first three years of the term ('the **Initial Period**') no rent or service charge shall be charged;

3.4.3 subsequent to the Initial Period:

(a) the annual rent shall be as agreed between the parties but no more than 80% of the prevailing market rent for premises of similar size and type and subject to the same use restrictions as specified in the conditions attached to the Planning Permission; and

(b) the service charge shall be a reasonable proportion of the costs of maintaining, repairing and insuring Berol Yard;

3.4.4 There shall be a right for the leaseholder to extend the term for five years initially and to extend for a further five years subject to the rent being no more than as set out in paragraph 3.4.3 above

3.4.5 Unless otherwise agreed by the Council, notwithstanding paragraph 3.1 above the Cultural and Arts Space shall not be Occupied or used other than by an Entity involved with the arts, creative trade or local industry approved by the Council whose aims include to do one or more of the following:

- raise the profile of creative freelancers and businesses both within and beyond the Tottenham area of the Borough;
- establish new connections locally and across the wider London creative community;
- showcase and discover talent;
- facilitate direct employment, paid opportunities and commissions, whether from Haringey based companies, Haringey (and other London) Councils or within the broader creative sector; and/or
- inspire a new generation of creatives through increased awareness of - and access to - the vast array of creative sectors and careers available.

3.5 The provisions of this Schedule shall not be binding on a person who has no legal interest in a Residential Unit with Berol Yard.



TENTH SCHEDULE

PUBLIC REALM

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed or elsewhere in the Schedules

“Public Realm Plan” means the plans showing the location of the Public Realm Provision within a Phase together with:

- a) such technical drawings and other details as the Council may reasonably request which shall include details of how the Bridgehead and the Cultural and Arts Space are to be accessed;
- b) a timetable for the construction and laying out of the Public Realm Provision within the Phase;
- c) details of how the Public Realm Provision once constructed and laid out are to be managed and maintained in accordance with the principles of good estate practice

“Public Realm Provision” means the open spaces, amenity areas, footpaths and cycleways proposed to be provided within a Phase

2. CREATION OF THE PUBLIC REALM

The Owner of a Phase that contains Public Realm covenants:

- 2.1 to submit the Public Realm Plan for a relevant Phase to the Council for approval prior to Implementation of that Phase:

- 2.2 not to Implement a relevant Phase of the Development until either the Council has approved the Public Realm Plan for that Phase or the same has been approved pursuant to Clause 11
- 2.3 to construct and lay out the Public Realm Provision within a relevant Phase in accordance with the Public Realm Plan approved for that Phase and in accordance with good standards of public realm
- 2.4 Once the Public Realm Provision for a relevant Phase has been constructed or laid out the public at large shall be permitted without payment or further permission to use all of the Public Realm Provision within the Phase for the purposes intended and in particular (as applicable to a Phase and once constructed) to gain access to the Bridgehead and the Cultural and Arts Space at all times (save as set out in paragraphs 3.2 and **Error! Reference source not found.**) and for all purposes on foot and with bicycles where cycle provision is made subject to such reasonable rules and regulations as may be stipulated by the Owner from time to time in the interests of good estate management.

3. RETENTION AND MAINTENANCE

- 3.1 The Owner of a relevant Phase covenants that once the Public Realm Provision within the Phase have been created and provided to secure that they are retained, managed and maintained in accordance with the Public Realm Plan for that Phase
- 3.2 Notwithstanding the obligation in paragraph 2.4 above, access or use of the Public Realm Provision within a Phase may be prevented or restricted:
 - 3.2.1 for such periods as is necessary to clean, maintain and repair or alter any element of the Public Realm Provisions as provided for in the Public Realm Plan; and
 - 3.2.2 in addition to the above for one day in any calendar year for the purpose of ensuring that the public do not acquire any rights of access to or to pass and repass over the parts of the Property accommodating the Public Realm Provisions

PROVIDED THAT if any element of the Public Realm Provisions is to be closed or have access restricted notice thereof shall be given to the public through clear notices posted in appropriate locations giving no less than five (5) Working Days' notice save in cases of emergency or where there is an immediate risk to health and/or safety

4. ACCESS TO THE BRIDGEHEAD AND PUBLIC REALM

Subject always to the provisions of Paragraph 3.1:

- 4.1 The Owner covenants to create a permissive path right of access for members of the public to pass, with and without bicycles to the Bridgehead and to provide a bicycle track within the public access stairway in accordance with the Bridgehead Specification and the Public Realm Plan.
- 4.2 The Owner covenants following Practical Completion of the works described in the Bridgehead Specification to maintain the public access stairway, public access lift, and landing area at no expenses to the Council, including all lighting, cleaning, maintenance and repair

5. NO PUBLIC RIGHTS OF WAY AND NO TOWN AND VILLAGE GREENS TO BE CREATED

Nothing in this Agreement shall require the Owner to dedicate any part of the Property as a public right of way nor to create any rights of common over any part of the Property and nothing in this Agreement shall be construed as an act of dedication of a public right of way or creation of a right of common as aforesaid



ELEVENTH SCHEDULE
CONSIDERATE CONSTRUCTORS SCHEME

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Expression	Meaning
Considerate Constructor's Code of Practice	the code made pursuant to the Considerate Constructor's Scheme and annexed to this Eleventh Schedule; and
"Construction Management Plan and Construction Logistics Plan"	the plan approved pursuant to Condition 39 of the Planning Permission

2. CONSTRUCTION LOGISTICS CONTRIBUTION

The Owner covenants:

- 2.1 To pay to the Council the total sum of TWENTY THOUSAND POUNDS ONLY (£20,000.00) as a contribution towards the Council's costs of monitoring the performance of the Construction Management Plan and Construction Logistics Plan payable as follows:
- 2.1.1 On or before Implementation of the first Phase of the Development that includes works at Berol Yard: TEN THOUSAND POUNDS ONLY (£10,000.00);
- 2.1.2 On or before Implementation of the first Phase of the Development that includes works at Berol House: TEN THOUSAND POUNDS ONLY (£10,000.00);
- 2.2 Not to Implement a relevant Phase of the Development before the appropriate contribution required by paragraph 2.1 above has been paid

3. CONSIDERATE CONSTRUCTOR SCHEME

The Owner of a Phase covenants:

- 3.1 not to start the Construction Phase of a Phase unless and until the Owner of the Phase has registered the Phase with the Considerate Constructor's Scheme and provided written evidence of this to the Council;
- 3.2 to ensure that the relevant Phase is constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice upon notice from the Council to forthwith take any steps reasonably required by the Council to remedy such non-compliance;
- 3.3 unless otherwise permitted by the Council following the end of the Construction Phase in relation to a Phase to obtain an assessment from a representative of the Considerate Constructor's Scheme of the performance of the construction of the Phase against the Considerate Constructor's Code of Practice and report the results of the assessment to the Council within seven (7) Working Days of receipt.

ANNEX TO THE ELEVENTH SCHEDULE

CONSIDERATE CONSTRUCTORS CODE OF PRACTICE

Considerate constructors seek to improve the image of the construction industry by striving to promote and achieve best practice under the Code.

The Code of Considerate Practice outlines the Scheme's expectations and describes those areas that are considered fundamental for registration with the Scheme.

The Code is in five parts and contains a series of bullet points. Each section of the Code contains an aspirational supporting statement and four bullet points which represent the basic expectations of registration with the Scheme.

The Code of Considerate Practice applies to all registered sites, companies and suppliers regardless of size, type or location.

Care about Appearance

Constructors should ensure sites appear professional and well managed

- Ensuring that the external appearance of sites enhances the image of the industry.
- Being organised, clean and tidy.
- Enhancing the appearance of facilities, stored materials, vehicles and plant.
- Raising the image of the workforce by their appearance.

Respect the Community

Constructors should give utmost consideration to their impact on neighbours and the public

- Informing, respecting and showing courtesy to those affected by the work.
- Minimising the impact of deliveries, parking and work on the public highway.
- Contributing to and supporting the local community and economy.
- Working to create a positive and enduring impression, and promoting the Code.

Protect the Environment

Constructors should protect and enhance the environment

- Identifying, managing and promoting environmental issues.
- Seeking sustainable solutions, and minimising waste, the carbon footprint and resources.
- Minimising the impact of vibration, and air, light and noise pollution.
- Protecting the ecology, the landscape, wildlife, vegetation and water courses.

Secure everyone's Safety

Constructors should attain the highest levels of safety performance

- Having systems that care for the safety of the public, visitors and the workforce.
- Minimising security risks to neighbours.
- Having initiatives for continuous safety improvement.
- Embedding attitudes and behaviours that enhance safety performance.

Value their Workforce

Constructors should provide a supportive and caring working environment

- Providing a workplace where everyone is respected, treated fairly, encouraged and supported.
- Identifying personal development needs and promoting training.
- Caring for the health and wellbeing of the workforce.
- Providing and maintaining high standards of welfare.

TWELFTH SCHEDULE

ENERGY AND DEN

1. DEFINITIONS

- 1.1 In this Schedule the following additional expressions shall be given the meaning as set out below and any expression which does not appear below shall be given the meaning allocated to it in the main body of this Deed:

Words and Expressions	Meanings
“Above Ground Works”	works in the course of the construction of the Development pursuant to the Planning Permission including works of refurbishment or conversion which are carried out above slab level of each building comprised in the development;
“Additional Carbon Offsetting Contribution”	the Carbon Offsetting Contribution in respect of each building comprised in the Development calculated after the approval of the Sustainability Review for that building <u>LESS</u> the Base Carbon Offsetting Contribution already paid therefor
“Approved Metering Strategy”	the strategy approved by the Council pursuant to condition 24(a) of the Planning Permission which would be a quality assured metering plan including: (a) relevant smart metering schematics for the individual Residential Units, Commercial Units, and all other areas drawing energy; (b) information on third-party quality assurance mechanisms for the metering installation that follow industry best practice at the time of submission, with correct calibration and operation that will measure and report the required data for each

Words and Expressions	Meanings
	Reportable Unit in accordance with the Be Seen Guidance, including metering information for the building energy consumption, any plant room, utility meters, renewable energy generation, battery storage and electric vehicle technologies, and exported energy.
“Automatic Meter Reading Device(s)”	the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;
“Base Carbon Offsetting Contribution”	50% of the Carbon Offsetting Contribution for each building comprised in the Development derived from the approved Energy Plan therefor;
“Be Seen Guidance”	the London Plan guidance document entitled “Be Seen’ energy monitoring guidance” published by the Mayor of London dated September 2021 and includes any subsequent amended or substituted version thereof
“Carbon Offsetting Contribution”	the sum (subject to Indexation from the date that each Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) calculated at the Carbon Offsetting Rate and on one of the following assumptions (whichever results in the lowest Carbon Offsetting Contribution): (a) on the assumption that the relevant Phase of the Development will connect to the DEN; or (b) on the assumption that the relevant Phase utilizes heat pumps

Words and Expressions	Meanings
	applied to the shortfall (if any) in achieving the Carbon Reduction Target at the Development such contribution to be applied by the Council in the implementation of projects to reduce carbon emissions in the Borough and in London to offset the proposed shortfall in meeting London Plan policy;
“Carbon Offsetting Rate”	the sum of TWO THOUSAND EIGHT HUNDRED AND FIFTY POUNDS ONLY (£2,850-00) per tonne of carbon dioxide
“Carbon Reduction Target”	a 100% reduction in carbon emissions from a Building Regulations 2013 Part L compliant building calculated in accordance with the Energy Performance Guidance
“DEN”	a district energy network that will serve the Development and/or the surrounding area;
“DEN Connection Costs”	any reasonable charge which the Owner is required to pay to the DEN Provider to connect any building comprised in the Development to the DEN pursuant to the DEN Connection Notice;
“DEN Connection Notice”	a notice provided by the DEN Provider to the Owner specifying that it proposes to implement the DEN and which includes the following details: (a) the anticipated programme for implementation of the DEN and connection to the DEN (to be no more than 10 years from the date of this Agreement); (b) proposed commercial terms for the supply of heat to the Development by the DEN to include

Words and Expressions	Meanings
	(without limitation) tariff arrangements and other costs, DEN operational practices, standards of service/availability for the heat supply; any conditions attached to or obligations upon the Owner in relation to the supply of heat; (c) a proposed DEN connection agreement which shall include technical details of the physical connection to the DEN (including capacity of supply); (d) an initial DEN Design and programme; (e) a proposed delivery plan covering payment arrangements of any DEN Connection Costs, a process for finalising the DEN Design and obtaining any necessary consents and undertaking connection works; (f) the proposed arrangements and mechanisms to allow the DEN Provider access to the DEN within the Property (such arrangements to be on reasonable terms and for a peppercorn consideration); (g) confirmation that the DEN Provider has a programme to obtain the necessary consents and authorisations to connect the DEN to the Development and has established the necessary energy supply company; and (h) confirmation as to whether the DEN Provider intends to procure the Owner to carry out any of the connection on behalf of the DEN Provider PROVIDED THAT such procurement shall be on reasonable terms and the DEN Provider

Words and Expressions	Meanings
	shall reimburse the Owner for the cost of carrying out such works from the DEN Connection Costs;
“DEN Design”	the design for the agreed connection works and the design for any works required within any building comprised in the Development or within or on the Property to connect the DEN directly to the Development, each to be in accordance with the DEN Specification;
“DEN Feasibility Study”	study commissioned by the Owner to assess the feasibility and financial viability of connecting the buildings comprised in the relevant Phase to the DEN and the relative environmental performance thereof with and without such a connection and if applicable how each building comprised in the Development will be connected to the DEN which shall include details and an assessment of the following: (a) confirmation of the heat loads of each of the buildings comprised in the Development (so that the DEN Provider can assess if the DEN is capable of providing sufficient heat to them); (b) the costs and technical feasibility associated with installing such plant, equipment and/or Infrastructure at the Development to facilitate the physical connection to the DEN in line with the Council's proposal and the DEN Connection Costs; (c) whether the DEN Provider's proposed terms for the connection and supply agreement are fair and reasonable by reference to the technical

Words and Expressions	Meanings
	performance criteria, costs and supply availability of the on-site heating solution and those that can be obtained on the market, having regard to the intention that the Owner shall be able to deduct the Carbon Offsetting Contribution from the DEN Connection Costs if the Development connects to the DEN; and (d) any requirement for consultation with the Occupiers of the Development under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers;
“DEN Provider”	the Council or a developer or provider of the DEN nominated by the Council;
“DEN Specification”	the specification to be agreed between the Owner and the Council (in consultation with the DEN Provider) setting out details of the following: (a) how the plant room in the relevant Phase will accommodate the possibility of future connection between that Phase and the DEN; and (b) the pipework route from the plant rooms in each relevant Phase in the Development to Ashley Road;
“Energy Performance Guidance”	the London Plan (2021) (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (April 2020);
“Energy Plan”	the energy strategy submitted to the Council for approval and approved by the Council in

Words and Expressions	Meanings
	accordance with Condition 24(a) of the Planning Permission and once approved shall be the Approved Energy Plan
“Energy Plan and Sustainability Review Costs”	the Council’s reasonable and proper costs incurred in reviewing the submitted Energy Plan and Sustainability Review including the costs of any independent consultant engaged by the Council to review and verify the Energy Plan and/or Sustainability Review subject to a maximum cap of £5,000 (and increase by the Index at the time of the review) per review.
“Excluded DEN Costs”	the following costs that may be incurred by the Owner: a) financial payments that the Owner is required to make under the terms of this Agreement (including the DEN Connection Costs); b) the impact on the value of the Property granting easements (in the event that such easements are agreed between the Parties acting reasonably as being necessary) in accordance with the Approved Energy Plan; c) the costs (including professional costs) of negotiating the DEN Connection Notice, the DEN Design, easements and any other agreements required for connection to the DEN; and d) any costs associated with paragraph 2.5 below;
“Reportable Unit”	has the meaning accorded it in the Be Seen Guidance

Words and Expressions	Meanings
“Solar PV Monitoring”	the monitoring of the installed solar photovoltaic (PV) panels at the Development in daily meter readings;
“Sustainability Review”	an assessment to be provided by the Owner for each of the buildings in the relevant Phase which shall include an as built energy assessment which is prepared in accordance with the Energy Performance Guidance which: a) explains and provides evidence to demonstrate whether or not the building has been constructed and completed in accordance with the Approved Energy Plan and in particular whether the Carbon Reduction Target has been met at the Development; b) explains and provides evidence to demonstrate whether or not the building has achieved the Carbon Reduction Target; c) re-calculates and explains the amount of the Additional Carbon Offsetting Contribution (if any) to be paid by the owner to the Council or to be reimbursed to the Owner by the Council as the case may be; d) explains and provides evidence to demonstrate that the Be-Seen Guidance has been followed where reasonably practicable; and e) provides evidence to support (a) to (d) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates

Words and Expressions	Meanings
	which when approved shall become the Approved Sustainability Review

2. DEN

- 2.1 The Parties acknowledge that the Council fully intends to develop the DEN either directly or indirectly and wishes to ensure that the Development can connect to the DEN in the future, notwithstanding that at the date of this Agreement there is no programme for such connection to take place nor any available details of the commercial terms of such connection;
- 2.2 Unless otherwise agreed by the Council the Owner shall not carry out any Above Ground Works in respect of a Phase that includes Berol House or Berol Yard until the DEN Specification for the relevant Phase has been agreed between the Owner and the Council (in consultation with the DEN Provider).
- 2.3 The Owner of a relevant Phase shall ensure the Development within each relevant Phase is carried out having regard to the DEN Specification PROVIDED THAT the Owner shall not be obliged to (but may if it agrees with the DEN Provider to do so) incorporate any design requirements requested by the DEN Provider which did not form part of the Application.
- 2.4 The Owner of a relevant Phase covenants to use reasonable endeavours to co-operate and work with the DEN Provider to assist the Council's effort to develop the DEN so far as relevant to the Phase, which co-operation shall include so far as relevant to a Phase:
 - 2.4.1 formulating and agreeing a DEN Specification;
 - 2.4.2 engaging with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice (if any) and providing a view on whether or not the terms are acceptable and whether the Owner intends to connect to the DEN

2.4.3 If there is a DEN and if specifically requested by the Council meeting the DEN Provider twice per year from the date of this Agreement to discuss the terms of any proposed DEN Connection Notice;

2.4.4 If there is a DEN or there is a realistic prospect of the DEN being delivered in time for first Occupation and if specifically requested by the Council providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request, PROVIDED THAT the DEN Provider may not make more than one such request per quarter;

AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph 2 shall cease on service of the DEN Connection Notice or upon the approval of a DEN Feasibility Study which concludes that connection to the DEN for a Phase is not feasible or not financially viable.

2.5 The Owner of a relevant Phase shall use reasonable endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms to allow the DEN Provider access to the Phase with the DEN Provider to achieve the connection of each of the buildings comprised in the Development to the DEN in line with the parameters set out in this paragraph 2.5 PROVIDED THAT the commercial terms put forward by the DEN Provider are satisfactory to the Owner acting reasonably including without limitation the criteria set out in paragraph 2.11 of this Schedule are met AND PROVIDED FURTHER THAT the Owner's obligations in this paragraph shall cease upon the approval of a DEN Feasibility Study which concludes that connection to the DEN is not feasible or not financially viable.

2.6 The Owner of a relevant Phase covenants with the Council that each of the buildings comprised in a Phase shall be constructed refurbished or converted in accordance with the DEN Specification and to enable the DEN Provider to carry out the future retrofit of such equipment as may be reasonably anticipated (at the time of this Agreement) to be necessary for facilitating a future connection to the DEN in a manner consistent with the structural design of each of the buildings comprised in the Phase.

- 2.7 Subject to paragraph 2.16 below if the DEN Provider procures the installation of the DEN and the DEN has sufficient capacity to serve the needs of each of the buildings comprised in the Phase, the DEN Provider may serve upon the Owner of a Phase a DEN Connection Notice in respect of each of the buildings within the Phase.
- 2.8 in the event that the DEN Provider serves a DEN Connection Notice (whichever shall be the earlier) the Owner shall submit to the Council a DEN Feasibility Study (as approved, the "Approved DEN Feasibility Study") for that building in writing for the approval of the Council (in consultation with the DEN Provider) PROVIDED THAT the DEN Feasibility Study shall be deemed to be approved if the Owner has not received the Council's written approval or written refusal of the DEN Feasibility Study within 20 Working Days of the Council having confirmed receipt of an adequate and complete submission to the Council.
- 2.9 The Owner shall provide each DEN Feasibility Study and any further information or documentary evidence reasonably requested by the Council in relation to each DEN Feasibility Study accurately and in good faith (and each Party shall bear its own costs in the production of that DEN Feasibility Study).
- 2.10 If an Approved DEN Feasibility Study shows that it is feasible and financially viable to connect a building comprised in the Development to the DEN and the DEN Provider has served a DEN Connection Notice, then the Owner of the relevant Phase shall:
- 2.10.1 use reasonable endeavours to agree the DEN Design with the Council and the DEN Provider (if nominated by the Council) (as approved, the **"Approved DEN Design"**); and
- 2.10.2 enter into the necessary agreement to confirm connection and use reasonable endeavours to connect to the DEN in accordance with the Approved DEN Feasibility Study and Approved DEN Design within a reasonable period following the Council's approval of an Approved DEN Feasibility Study.
- 2.11 When seeking to agree upon the outcomes of a DEN Feasibility Study and DEN Design, the Parties shall give regard to the following principles:

2.11.1 The Owner of a relevant Phase shall not be required to do anything that would:

- (a) result in heat being provided to a building comprised in the Development (and/or the Occupiers thereof) on commercial terms that are considered excessive to the Owner acting reasonably;
- (b) materially delay the Development, or Phase thereof (but without regard to the Excluded DEN Costs);
- (c) increase the cost of the Development, or Phase thereof (but without regard to the Excluded DEN Costs); or
- (d) reduce the value of the Development, or Phase thereof (but without regard to the Excluded DEN Costs)
- (e) require the Owner to carry out any works or incur any expenditure beyond the DEN Connection Costs and for the avoidance of doubt this shall include (without limitation) any works or costs relating to any provision or alteration of any Infrastructure not comprised in the Development unless otherwise agreed between the Parties;
- (f) put the Owner in breach of any statutory requirement; or
- (g) put the Owner in breach of its obligations under Section 20 Landlord and Tenant Act 1985 (or any provision replacing them); and
- (h) affect the Owner's ability to operate the building efficiently and viably in accordance with the Owner's reasonable operating requirements
- (i) result in the Owner having to contract with a DEN Provider that is not in the reasonable opinion of the Owner suitably skilled or experienced in owning, managing and operating a DEN or who in the reasonable opinion of the Owner does not have sufficient covenant strength having regard to the nature and value of services to be provided and the potential liabilities that the Owner could be exposed to in the event of default by the DEN Provider

2.12 The Owner of a Phase shall not be required to connect any of the buildings comprised in the Phase to the DEN unless the DEN Connection Notice contains reasonable evidence that each of the requirements set out within paragraphs (a) to (i) inclusive of the definition of DEN Connection Notice are or will be satisfied in respect of the DEN.

2.13 The DEN Provider shall be responsible for carrying out the connection works and for procuring the connection of each of the buildings comprised in the Phase to the DEN, such that a heat supply is available to the Phase from the DEN.

2.14 The Owner covenants that any Entity employed or contracted to manage the Units on behalf of the Owner shall be obliged to engage in good faith with the DEN Provider in relation to the possibility of connection to the DEN when available to ensure as far as is practicable that all Units will take a heat supply provided through the DEN.

2.15 In the event that the DEN Connection Notice is served and the provisions of Section 20 of the Landlord and Tenant Act 1985 (and any provisions replacing them ("s20")) apply and if having complied with its obligations under s20 such connection through consultation and/or dispensation is not secured or if an occupier successfully challenges the connection arrangements through the First Tier Tribunal procedures then the Owner shall be under no obligation to connect that building comprised in the Phase or if feasible that Unit to the DEN and the obligations in this paragraph 2 shall cease to have effect.

2.16 If.

2.16.1 the Approved DEN Feasibility Study shows that it is not feasible and/or not financially viable to connect any one or more of the buildings comprised in the Development or Phase to the DEN; or

2.16.2 by the ninth anniversary of this Agreement the DEN Provider has not served a DEN Connection Notice; or

2.16.3 by the tenth anniversary of this Agreement the DEN Provider has served a DEN Connection Notice but the Owner in accordance with the terms of

this Agreement is not obliged to connect the Development or Phase to the Den;

2.16.4 the Building Regulations require any alternative form of heating or hot water supply, thereby reasonably preventing the Owner from using gas boilers in the buildings comprised in the Development or Phase

then the provisions of this paragraph 2 shall cease to have effect and shall no longer apply;

3. **ENERGY PLAN**

The Owner covenants with the Council as follows:

- 3.1 Unless otherwise agreed by the Council not to carry out any Above Ground Works to a Phase of the Development that includes Berol House and/or Berol Yard until the Energy Plan for the relevant Phase has been submitted to and approved by the Council
- 3.2 Following approval of any Energy Plan pursuant to paragraph 3.1 above the Owner may submit an updated Energy Plan to the Council for approval and where such updated Energy Plan is approved by the Council the Owner shall not carry out the Development otherwise than in accordance with such updated Energy Plan.
- 3.3 Not to carry out the Development or Occupy any building except in accordance with the most recently approved Energy Plan for the relevant Phase;
- 3.4 To provide any information or documentary evidence reasonably requested by the Council in relation to the Energy Plan accurately, in good faith and as soon as practicable and in any event within ten Working Days of such a request;
- 3.5 To reimburse the Council the Energy Plan and Sustainability Review Costs insofar as the same are incurred in reviewing the submitted Energy Plan and pay those costs to Council within fifteen (15) Working Days of a demand therefor.
- 3.6 If the approved Energy Plan shows that the Carbon Reduction Target is not expected to be met in respect of a building comprised in the Development then

the Owner shall pay the Base Carbon Offsetting Contribution to the Council in accordance with clause 7.1 of this Agreement before carrying out any Above Ground Works relating to that building.

4. SUSTAINABILITY REVIEW

4.1 Within six weeks of the Completion Notice Date and before Occupation of more than 90% of the Units in a Phase that includes Berol House and/or Berol Yard the Owner shall submit the Sustainability Review to the Council for approval and:

4.1.1 in the event of any refusal by the Council to approve the Sustainability Review the Owner shall before invoking the provisions of Clause 11 pay regard to the Council's reasonable reasons for such refusal and shall resubmit the Sustainability Review as amended having regard to those reasons for refusal;

4.1.2 the Sustainability Review shall be deemed to be approved (the "**Approved Sustainability Review**") if the Owner has not received the Council's written approval or written refusal of the Sustainability Review within 20 Working Days of the Council having confirmed receipt of an adequate and complete submission to the Council.

4.2 If the Approved Sustainability Review for the relevant Phase shows that the Carbon Reduction Target has not been met for a building comprised in that Phase the Owner shall pay the Additional Carbon Offsetting Contribution (if the Additional Carbon Offsetting Contribution is more than zero) to the Council in accordance with Clause 7.1 of this Agreement within 21 days of the date of the Approved Sustainability Review but in any event before Occupation of more than 90% of the Units in the relevant Phase

4.3 If the Approved Sustainability Review for the relevant Phases shows that the Carbon Reduction Target has been met for a building comprised in that Phase and the Base Carbon Offsetting Contribution is more than the amount due to be paid, the Council shall repay the Owner the difference within 21 (twenty one) working days of the Approved Sustainability Review and interest due in accordance with paragraph 7.4 of this Agreement.

- 4.4 If the Council and the Owner cannot agree a Sustainability Review or the amount of the Additional Carbon Offsetting Contribution pursuant to this paragraph then Clause 11 of this Agreement shall apply.

5. SOLAR PVS

The Owner shall undertake Solar PV Monitoring for a minimum of five (5) years following Occupation and provide the Council with the energy generation data when requested by the Council.

6. BE SEEN' ENERGY PERFORMANCE INDICATORS

- 6.1 In respect of a Phase that includes Berol Yard the Owner shall:

6.1.1 not carry out or cause or permit to be carried out any Above Ground Works to a building comprised in the until the verified energy performance indicator estimates for each Reportable Unit in that building in accordance with the Be Seen Guidance have been submitted through the GLA's dedicated portal;

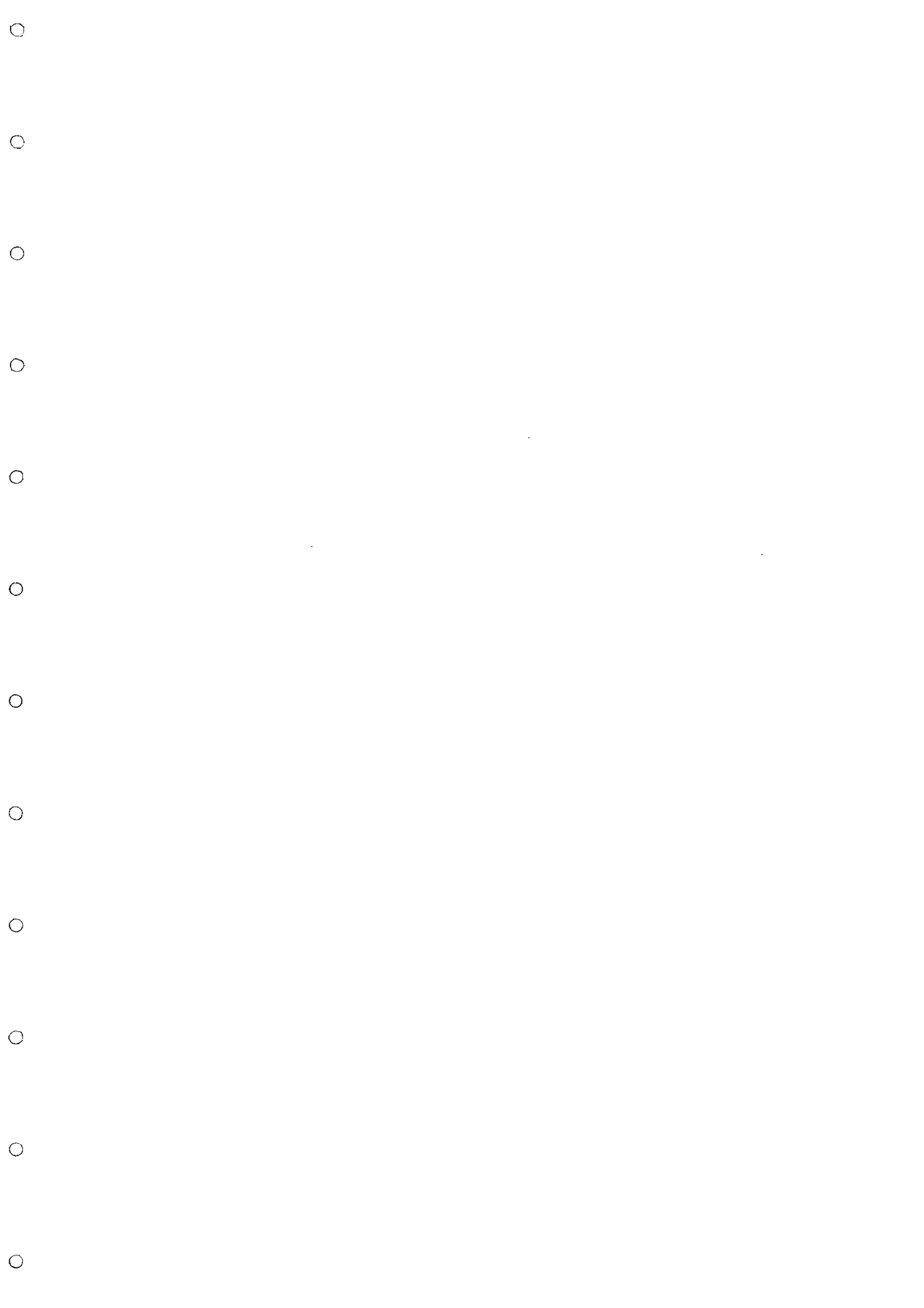
6.1.2 install Automatic Meter Reading Devices in each of the buildings comprised in the Development;

6.1.3 submit updated and verified energy performance indicator estimates in accordance with the Be Seen Guidance to the GLA through its dedicated portal and shall not Occupy or cause or permit the Occupation of any building comprised in the Development until those estimates have been submitted.

- 6.2 One (1) year after the Occupation Date of Berol Yard and on each anniversary of this date thereafter for a period of five (5) years the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each Reportable Unit of the Development in accordance with the Be Seen Guidance to the GLA via its dedicated portal.

- 6.3 In the event that evidence submitted under paragraph 6.2 shows that the performance indicator estimates referred to at paragraph 6.1.3 have not been met, the Owner should investigate and identify the cause of underperformance and the potential mitigation measures and set out in the relevant comment box

of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures mitigation shall be submitted to the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale. The action plan and measures should be implemented by the Owner as soon as reasonably practicable.



THIRTEENTH SCHEDULE

MISCELLANEOUS

1. ULTRA FAST BROADBAND

The Owner of each Phase that includes Units covenants as follows:

- 1.1 to secure that each Unit has within that Unit a connection point that allows the Occupier to access an internet broadband connection that permits of an upload and download speed of at least 100 megabytes per second
- 1.2 not to Occupy or permit the Occupation of any Unit until the potential Occupier thereof can connect equipment to the connection point referred to above and obtain an upload and download speed of at least 100 megabytes per second,

and for the avoidance of doubt nothing herein shall oblige the Owner of a Phase to pay for the charges raised by a provider of telecommunications services for use of the connection referred to in this paragraph

2. SECURING DESIGN QUALITY

- 2.1 In this paragraph "the Architect" shall mean:

- 2.1.1 in respect of any Phase containing Berol Yard:

Allies and Morrison LLP (Co Reg number OC404597) whose registered office is at 83-85 Southwark Street, London SE1 0HX; and

- 2.1.2 in respect of any Phase containing Berol House:

John McAslan Partners Limited (Co Reg number 2802936) trading as John McAslan + Partners whose registered office is at 82 St. John Street, London EC1M 4JN.

- 2.2 The Owner of a relevant Phase covenants that the relevant Phase will not be Implemented unless the appropriate Architect has been engaged in a supervisory role to ensure that the work of other architects involved in the detailed design of the Phase is aligned with the design concept for that Phase (as articulated in the Application).

- 2.3 If before Implementation or during the progress of the Phase the Architect shall for any reason cease to be able to act as required above either physically or in a professional capacity or because of any other legal constraint the Owner shall immediately notify the Council thereof and within 20 Working Days of such notification engage another suitably qualified Entity approved by the Council to act as the Architect on the same terms as set out above.

3. BEROL HOUSE RELOCATION STRATEGY

The Owner of Berol House Building Phase covenants as follows:

- 3.1 that before Implementation of a Phase containing Berol House to submit to the Council for approval a strategy for causing as little harm and disruption as reasonably practicable to the businesses of the occupiers of Berol House during the course of obtaining vacant possession of Berol House (**"Berol House Relocation Strategy"**);
- 3.2 Unless otherwise agreed by the Council not to carry out any Development relating to Berol House Building Phase until the Council has approved the Berol House Relocation Strategy or the same has been approved pursuant to Clause 11;
- 3.3 to use reasonable endeavours to implement the Berol House Relocation Strategy as and when the Owner pursues vacant possession of Berol House; and
- 3.4 the provisions of this paragraph 3 shall not be binding on a person who has no legal interest in Berol House Building Phase or any element of it.

4. NATIONAL HEALTH SERVICE (NHS) CONTRIBUTION

The Owner of the Residential Units shall:

- 4.1 prior to Occupation of the first Residential Unit pay to the Council the sum of TWENTY-FIVE THOUSAND POUNDS ONLY (£25,000-00) to secure the expansion of health infrastructure and increase clinical capacity to meet the

growing demands resulting from the Development and Occupiers thereof ('the NHS Contribution');and

4.2 not Occupy or permit the Occupation of any Residential Unit until the NHS Contribution has been paid in full in accordance with Clause 7.1.

4.3 The provisions of this paragraph 4 shall not be binding on a person who has no legal interest in a Phase containing or consisting of Residential Unit.



FOURTEENTH SCHEDULE
PAYMENT FORM

1. Your name:
2. Your bank account name:
3. Your bank and branch name and address:.....
.....
4. Your Sort Code:
5. Your account number:
6. Amount to be transferred to the Council:
£
7. The Legal Agreement to which the payment relates:
Date:
Related Planning Permission HGY/
8. The Contributions being paid pursuant to the abovementioned Legal Agreement:

.....
.....
.....

NOTES

The Council's Bank details are:

London Borough of Haringey
Barclays Bank plc
Wood Green Branch
London N22

Sort Code: 20-98-47

Account Number: 73294617

Please note that unless we receive your payment before 2pm on any day our finance systems will not be able to confirm receipt of the funds until the following day.

You are advised to check with the Council's Planning Obligations Monitoring Officer that the Council's bank details have not changed prior to the payment being made.



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

THE COMMON SEAL of **THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF HARINGEY** was affixed
by Order:



Fiona Alderman
FIONA ALDERMAN
ASSISTANT DIRECTOR OF
..... **LEGAL + GOVERNANCE.**
Authorised Officer

EXECUTED AS A DEED by **MICUBER
ESTATES LIMITED** acting by
.....
a director, and by
.....
a director or secretary

Director

Director/Secretary