

ROYAL MAIL GROUP

MOUNT PLEASANT – CHANGES TO SECTION 106 AGREEMENT TO SEPARATE BLOCK G FROM THE REMAINING CS DEVELOPMENT

	S106 reference	Original S106 clause/paragraph drafting	Drafting assumptions/notes and proposed amendments to S106 clause/paragraph drafting
1.	Definitions	-	<p>New definitions:</p> <p>"Block G" means the Block labelled G on plan 4A at Schedule 3;</p> <p>"Block G Construction Management Plan" means a plan to be submitted by the Owner to LB Islington for its written Approval (in consultation with TfL and LB Camden) in accordance with Part 8 of Schedule 4 which is in accordance with any Approved PP Construction Management Plan, Enabling Works Construction Management Plan, CS Construction Management Plan and with the CS Phasing Plan and sets out the measures that the Owner will adopt in undertaking the Block G Works using good site practices in accordance with LB Islington's Code of Construction Practice to ensure the Block G Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network which shall include (but not be limited to) the following:</p> <ul style="list-style-type: none"> (a) details of the access and egress arrangements for construction vehicles to and from Block G; (b) details of the proposed routeing of all vehicles involved in the construction of the Block G Works including the estimated number of vehicles per day and per week; (c) details of secure off-street loading and drop off facilities as well as vehicle holding area(s); (d) details of the vehicle call up procedure / booking systems; (e) details of consolidated or re-timed trips; (f) select operators that are committed to best practice and are a member of the Freight Operator Recognition Scheme (FORS);

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			<p>(g) an estimate of the number and type of parking suspensions that will be required during the construction of the Block G Works;</p> <p>(h) details of any diversion or other expected disruption to the public highway during demolition, excavation and construction works and details of a work programme and/or timescale for each phase of the construction works;</p> <p>(i) the CS Construction Programme (and for the avoidance of doubt the CS Construction Programme is submitted for information only and not for Approval by LB Islington);</p> <p>(j) details of the environmental protection and highways safety measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the CS Development and the building out of the Block G Works; and</p> <p>(k) proposals to minimise any adverse effects on any heritage or conservation area features;</p> <p>"Block G Costs" means the assumed costs and values to be incurred for Completing Block G as prepared by the Owner's external consultant for the purposes of this Deed and which are to be apportioned across the four Sections on a £ per gross external area basis and such sums shall be index linked in accordance with clause 14 from the date such costs and values are prepared until the date the relevant Updated Viability Assessment is carried out AND such costs and values are to be prepared upon the earlier occurrence of either:</p> <p>(a) no earlier than 3 months and not later than 1 month before the Implementation of Block G (if Block G is Implemented prior to the First Updated Viability Assessment being provided or if the First Updated Viability Assessment is not required to be provided pursuant to Schedule 14, Part 1); or</p> <p>(b) the time that the First Updated Viability Assessment is provided to the Councils pursuant to paragraph 1.7 of Schedule 14, Part 1;</p> <p>"Block G Green Performance Plan" means a plan for monitoring the performance of Block G which covers the first two years of Occupation of Block G against the measurable performance targets and indicators set out in the CS Submitted Energy Statement in respect of annual energy consumption for Block G and provision</p>

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			<p>by the Owner of a final report on the same at the end of the two year monitoring period;</p> <p>"Block G Servicing and Delivery Plan" means a written plan detailing a package of measures to be adopted by the Owner and Approved by LB Islington from time to time (in consultation with LB Camden) for the management of the deliveries and servicing at all times to Block G securing the minimisation of conflicts within the CS Site between service vehicle and car and pedestrian movements accessing Block G and the minimisation of damage to amenity from such servicing and deliveries and identifying efficiency and sustainability measures which shall include inter alia the following:</p> <ul style="list-style-type: none"> (a) a requirement for delivery vehicles to unload from a specific suitably located area with secure off street loading and drop off facilities; (b) details of the person(s) responsible for directing and receiving deliveries to Block G and the wider the CS Site and booking systems; (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) measures to encourage servicing and delivery vehicle movements to occur outside of peak traffic hours; (e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflict; (f) likely nature of goods to be delivered; (g) the likely size of the delivery vehicles servicing Block G; (h) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements; (i) measures taken to address servicing movements on and around Block G with a view inter alia to combining and/or reducing servicing for the wider CS Site and minimise the demand for the same;

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			<p>(j) provision of swept path drawings to ascertain manoeuvring when entering and exiting the CS Site for Block G in accordance with the drawings submitted and Approved by LB Islington;</p> <p>(k) details of arrangements for refuse storage and servicing;</p> <p>(l) the use of operators committed to best practice; and</p> <p>(m) identifying means of ensuring the provision of information to LB Islington and provision of a mechanism for review and update as required from time to time;</p> <p>"Block G Travel Plan" means the travel plan or document for Block G to be submitted by the Owner to LB Islington for Approval (in consultation with TfL) based on the framework travel plan submitted to LB Islington by the Owner with the CS Application setting out a package of measures to be adopted by the Owner in the management of the Commercial Units forming Block G with a view to inter alia reducing trips in motor vehicles and promoting the use of environmentally friendly forms of transport and which shall be in compliance with TfL's guidance document "Travel Planning for new development in London" (November 2013) and for the avoidance of doubt shall not include measures in respect of the Mail Centre;</p> <p>"Block G Works" means the works above finished slab level of the Enabling Works for the construction of Block G; [Drafting note: this ties in with the definition of "Section 3" ie, up to finished slab level of the Enabling Works]</p> <p>"Enabling Works Construction Management Plan" means a plan to be submitted by the Owner to LB Islington for its written Approval (in consultation with TfL and LB Camden) in accordance with Part 8 of Schedule 4 which is in accordance with any Approved PP Construction Management Plan, Block G Construction Management Plan, CS Construction Management Plan and with the CS Phasing Plan and sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Enabling Works using good site practices in accordance with LB Islington's Code of Construction Practice to ensure the construction of the Enabling Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network which shall include (but not be limited to) the following:</p>

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			<p>(a) details of the access and egress arrangements for construction vehicles to and from the Enabling Works;</p> <p>(b) details of the proposed routeing of all vehicles involved in the Demolition of existing structures and the construction of the Enabling Works including the estimated number of vehicles per day and per week;</p> <p>(c) details of secure off-street loading and drop off facilities as well as vehicle holding area(s);</p> <p>(d) details of the vehicle call up procedure / booking systems;</p> <p>(e) details of consolidated or re-timed trips;</p> <p>(f) select operators that are committed to best practice and are a member of the Freight Operator Recognition Scheme (FORS);</p> <p>(g) an estimate of the number and type of parking suspensions that will be required during the construction of the Enabling Works;</p> <p>(h) details of any diversion or other expected disruption to the public highway during demolition, excavation and construction works and details of a work programme and/or timescale for each phase of the demolition, excavation and construction works;</p> <p>(i) the CS Construction Programme (and for the avoidance of doubt the CS Construction Programme is submitted for information only and not for Approval by LB Islington);</p> <p>(j) details of the environmental protection and highways safety measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the CS Development and the building out of the Enabling Works; and</p> <p>(k) proposals to minimise any adverse effects on any heritage or conservation area features;</p> <p>"Second CS Planning Application" means the application submitted to LB Islington pursuant to section 73 of</p>

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			<p>the 1990 Act to vary conditions [3, 4, 5, 9, 10, 11, 16, 27, 28, 30, 31, 36, 37, 38 and 41] of the CS Planning Permission and registered by LB Islington on [insert date] with reference number [insert];</p> <p>"Second CS Planning Permission" means the planning permission for the CS Development substantially in the form of the draft annexed at Appendix 1 to this Deed to be issued pursuant to the Second CS Planning Application;</p>
2.	Definitions	"CoCP Response Document"	"means detailed statements setting out how the Owner intends to comply with the Code of Construction Practice during the Construction Period of the CS Development with separate statements for 1) the Demolition and the construction of Enabling Works, 2) the Block G Works, and 3) the construction of the Remaining CS Development; "
3.	Definitions	"CS Construction Management Plan"	<p>"a plan to be submitted by the Owner to LB Islington for its written Approval (in consultation with TfL and LB Camden) in accordance with Part 8 of Schedule 4 which is in accordance with the PP Construction Management Plan, Enabling Works Construction Management Plan, Block G Construction Management Plan and the CS Phasing Plan and sets out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Remaining CS Development using good site practices in accordance with LB Islington's Code of Construction Practice to ensure the Construction Period of the Remaining CS Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network which shall include (but not be limited to) the following:</p> <ul style="list-style-type: none"> (a) details of the access and egress arrangements for construction vehicles to and from the Remaining CS Development; (b) details of the proposed routing of all vehicles involved in the Demolition and Construction Period of the Remaining CS Development including the estimated number of vehicles per day and per week; (c) details of secure off-street loading and drop off facilities as well as vehicle holding area(s); (d) details of the vehicle call up procedure / booking systems; (e) details of consolidated or re-timed trips;

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			<p>(f) select operators that are committed to best practice and are a member of the Freight Operator Recognition Scheme (FORS);</p> <p>(g) an estimate of the number and type of parking suspensions that will be required during the Construction Period of the Remaining CS Development;</p> <p>(h) details of any diversion or other expected disruption to the public highway during demolition, excavation and construction works and details of a work programme and/or timescale for each phase of the demolition, excavation and construction works;</p> <p>(i) the CS Construction Programme (and for the avoidance of doubt the CS Construction Programme is submitted for information only and not for Approval by LB Islington);</p> <p>(j) details of the environmental protection and highways safety measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Remaining CS Development and the building out of the Remaining CS Development; and</p> <p>(k) proposals to minimise any adverse effects on any heritage or conservation area features;"</p>
4.	Definitions	"CS Green Performance Plan"	"means a plan for monitoring the performance of the Remaining CS Development which covers the first two years of Occupation of the CS Development (or part thereof) against the measurable performance targets and indicators set out in the CS Submitted Energy Statement in respect of annual energy consumption for each Section in the CS Development, annual energy generation from low zero carbon technology in the CS Development (ie not for each Section or Block or Dwelling), annual CO2 emissions from low zero carbon technology in the CS Development (ie not for each Section or Block or Dwelling and not disaggregate by end use) and total annual water consumption for the CS Development (ie not for each Section or Block or Dwelling), and provision by the Owner of a final report on the same at the end of the two year monitoring period;"
5.	Definitions	"CS Planning Permission"	"means the planning permission for the CS Development substantially in the form of the draft attached hereto as Schedule 1 to be issued pursuant to the CS Application or the Second CS Planning Permission as applicable ;"

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6.	Definitions	"CS Servicing and Delivery Plan"	<p>"means a plan which is in accordance with the CS Phasing Plan setting out a written plan detailing a package of measures to be adopted by the Owner and Approved by LB Islington from time to time (in consultation with LB Camden) for the management of the deliveries and servicing at all times to the Remaining CS Development securing the minimisation of conflicts within the CS Site between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries and identifying efficiency and sustainability measures which shall include inter alia the following:</p> <ul style="list-style-type: none"> (a) a requirement for delivery vehicles to unload from a specific suitably located area with secure off street loading and drop off facilities; (b) details of the person/s responsible for directing and receiving deliveries to the CS Site and booking systems; (c) measures to avoid a number of delivery vehicles arriving at the same time; (d) measures to encourage servicing and delivery vehicle movements to occur outside of peak traffic hours; (e) likely frequency and duration of servicing movements and measures to be taken to avoid any conflict; (f) likely nature of goods to be delivered; (g) the likely size of the delivery vehicles entering the CS Site; (h) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements; (i) measures taken to address servicing movements on and around the CS Site with a view inter alia to combining and/or reducing servicing and minimise the demand for the same; (j) provision of swept path drawings to ascertain manoeuvring when entering and exiting the CS Site in accordance with the drawings submitted and Approved by LB Islington;

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			<ul style="list-style-type: none"> (k) details of arrangements for refuse storage and servicing; (l) the use of operators committed to best practice; and (m) identifying means of ensuring the provision of information to LB Islington and provision of a mechanism for review and update as required from time to time;"
7.	Definitions	"CS Travel Plan"	"the travel plan or document for the Remaining CS Development to be submitted by the Owner to LB Islington for Approval (in consultation with TfL) based on the framework travel plan submitted to LB Islington by the Owner with the CS Application setting out a package of measures to be adopted by the Owner in the management of the Commercial Units and Dwellings forming part of the Remaining CS Development with a view to inter alia reducing trips in motor vehicles and promoting the use of environmentally friendly forms of transport and which shall be in compliance with TfL's guidance document "Travel Planning for new development in London" (November 2013) and for the avoidance of doubt shall not include measures in respect of the Mail Centre;"
8.	Definitions	"CS Updated Energy Statement"	<p>"means a written update of the CS Submitted Energy Statement, such update to:</p> <ul style="list-style-type: none"> (a) [(if required) set out the proposed details for energy to be temporarily supplied to Block G in the event that Block G is ready to be First Occupied before the CS Energy Centre is developed; and] (b) analyse and assess the technical and practical potential for the Heat Demands of the CS Development to be supplied by heat energy from a CS District Heating Network or CS Shared Heating Network in addition to that supplied by the CS Heating Plant (but for the avoidance of doubt the CS Heating Plant is not designed to have capacity to supply other sites) and which is in accordance with the LB Islington's adopted planning policies at the date of the CS Application and which demonstrates how the CS Development will achieve the relevant on-site regulated carbon dioxide emissions reduction target set out in such policies together with any updated internal design of the CS Energy Centre and full details of the cost of such provision;"
9.	Definitions	"Implementation"	"means the carrying out of a Material Operation excluding Demolition, site preparation, temporary construction, investigation work, the erection of fences and hoardings, decontamination work, piling and in

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			<p>respect of the CS Development excluding the Enabling Works and the Block G Works and any other preparatory works in respect of either the CS Development and/or the PP Development agreed in writing with the relevant Council and references to "Implement" shall be construed accordingly;"</p> <p>[Drafting note: this means construction of Block G will not trigger the implementation obligations for the CS Development]</p>
10.	Definitions	"Occupation Date"	"means the first date upon which any part of the Remaining CS Development and/or the PP Development and/or Block G (as applicable) is physically occupied for any purpose but does not include occupation by personnel engaged in construction, fitting out or decoration, or occupation for marketing or display or for occupation in relation to security operations and the phrases "First Occupy", "First Occupied" and "First Occupation" shall be construed accordingly;"
11.	Definitions	"Occupation"	"means ongoing occupation for the purposes authorised by the Planning Permissions following the Occupation Date and "Occupy" and "Occupiers" shall be construed accordingly;"
12.	Definitions	"Plans"	"means the CS Car Parking Management Plan, the PP Car Parking Management Plan, the CS Construction Management Plan, the Enabling Works Construction Management Plan, the Block G Construction Management Plan, the PP Construction Management Plan, the CS Estate Management Plan, the PP Estate Management Plan, the CS Travel Plan, the Block G Travel Plan, the PP Travel Plan, the CS Open Space Delivery Plan, the PP Accessible Accommodation Plan, the PP Energy Efficiency Plan, the PP Servicing and Delivery Plan, the PP Sustainability Plan, the CS Servicing and Delivery Plan, the Block G Servicing and Delivery Plan, the CS Green Performance Plan, the Block G Green Performance Plan and the PP Open Space Delivery Plan;"
13.	Definitions	"Pre-Implementation Obligations"	<p>["Pre-Implementation Obligations" means any of the Owner's planning obligations contained in paragraph 2.1 of Part 4 of Schedule 4, paragraph 1(a) of Part 5 of Schedule 4, paragraph 1.1 of Part 7 of Schedule 4, paragraph 3.1(a) of Part 3 of Schedule 5, paragraph 1.1 of Part 5 of Schedule 5, paragraph 1 of Part 6 of Schedule 5, paragraphs 1(a) and (b) of Part 7 of Schedule 5, paragraphs 1(b) of Part 8 of Schedule 5 and paragraphs 1 and 2 of Part 9 of Schedule 5 which must be satisfied on or prior to Implementation of the CS Development and/or the PP Development (as specified);] [Drafting note: may need to be amended; to be reviewed once DoV drafting finalised]</p>

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14.	Definitions	"Remaining CS Development"	"means that part of the CS Development not comprising the Enabling Works or the Block G Works ;"
15.	Definitions	"Second Updated Viability Assessment"	<p>"means a viability assessment prepared in accordance with the RICS Guidance and the Development Plan and which uses:</p> <ul style="list-style-type: none"> (a) the most recent version of the Development comprised within the Last Sections reflecting any approvals made under Section 96A of the 1990 Act to the Planning Permission and/or any permissions granted under Section 73 of the 1990 Act in respect of the Planning Permission; (b) the most up to date CS Construction Programme if the Last Sections are Sections 3 or 4, or the PP Construction Programme if the Last Sections are Sections 1 and 2 or the PP Construction Programme and the CS Construction Programme of the Last Sections are in both the PP Development and the CS Development; (c) the appropriate proportions of the Enabling Works Costs and the Block G Costs for the Last Sections;"
16.	Definitions	"Section 3"	"means that part of the CS Development above the finished slab level of the Enabling Works in the area shaded yellow (excluding Block G) and that part of the CS Development below the ground floor slab shown shaded purple and marked accordingly on the plan numbered 9 at Schedule 3;"
17.	Definitions	"Travel Plan Co-ordinator"	"means a person or persons suitably qualified for the purposes of and having the appropriate resources to carry out this role and who is appointed by the Owner to implement and monitor the CS Travel Plan, the Block G Travel Plan and the PP Travel Plan;"
18.	Clause 14	Indexation	<p>New clauses 14.4 and 14.5:</p> <p>14.4 The relevant proportion of the Block G Costs for the Last Sections for the Second Updated Viability Assessment shall be adjusted by a percentage increase (if any) shown in the BCIS All-in TPI Index (or replacement index) from the date such costs are prepared to the date of the Second Updated Viability Assessment.</p> <p>14.5 If applicable, the Block G Costs for the First Updated Viability Assessment shall be adjusted by a</p>

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			percentage increase (if any) shown in the BCIS All-in TPI Index (or replacement index) from the date such costs are prepared to the date of the First Updated Viability Assessment.
19.	Paragraph 3, Part 3 of Schedule 4	Servicing and Delivery Plan	<p>Amended paragraph 3.1(a):</p> <p>(a) not to First Occupy any of the CS Development unless and until it has submitted the CS Servicing and Delivery Plan to LB Islington and such plan has been Approved by LB Islington and in preparing the CS Servicing and Delivery Plan the Owner shall have regard to any PP Servicing and Delivery Plan Approved pursuant to Part 3 of Schedule 5 and any Block G Servicing and Delivery Plan Approved pursuant to paragraph 3.2 of this Part;</p> <p>New paragraph 3.2:</p> <p>3.2 The Owner covenants:</p> <p>(a) not to First Occupy any of Block G unless and until it has submitted the Block G Servicing and Delivery Plan to LB Islington and such plan has been Approved by LB Islington and in preparing the Block G Servicing and Delivery Plan the Owner shall have regard to any PP Servicing and Delivery Plan Approved pursuant to Part 3 of Schedule 5 and any CS Servicing and Delivery Plan Approved pursuant to paragraph 3.1 of this Part;</p> <p>(b) to at all times from the Occupation Date of Block G comply with the Approved Block G Servicing and Delivery Plan (and any amendments to it which may be Approved in writing by LB Islington from time to time) and in the event of non-compliance with this paragraph the Owner shall upon written notice from LB Islington take all steps reasonably required by LB Islington to remedy such non-compliance</p> <p>PROVIDED THAT the Block G Servicing and Delivery Plan shall not apply to the Mail Centre.</p>
20.	Part 4 of Schedule 4	Travel Plan	<p>Amended paragraph 1.1:</p> <p>1.1 Prior to the First Occupation of the Remaining CS Development the Owner shall appoint a Travel Plan Co-ordinator and shall submit to LB Islington the CS Travel Plan for its Approval and in preparing the CS Travel Plan the Owner shall have regard to any PP Travel Plan Approved pursuant to Part 4 of</p>

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			<p>Schedule 5 and Block G Travel Plan Approved pursuant to paragraph 1A of this Part.</p> <p>New paragraph 1A:</p> <p>1.A1 Prior to the First Occupation of Block G the Owner shall appoint a Travel Plan Co-ordinator and shall submit to LB Islington the Block G Travel Plan for its Approval and in preparing the Block G Travel Plan the Owner shall have regard to any PP Travel Plan and/or CS Travel Plan Approved pursuant to this Part 4 of Schedule 4 and/or Part 4 of Schedule 5 (as applicable).</p> <p>1.A2 The Owner covenants not to First Occupy Block G until such time as the Travel Plan Co-ordinator has been appointed and the Block G Travel Plan has been Approved by LB Islington.</p> <p>1.A3 The Owner covenants to implement, monitor and review the Block G Travel Plan including undertaking the following:</p> <ul style="list-style-type: none"> (a) prior to First Occupation of Block G to provide written details of the Block G Travel Plan to new commercial Occupiers of Block G; (b) use reasonable endeavours to ensure that commercial Occupiers of Block G comply with the Block G Travel Plan; (c) undertake a review of the Block G Travel Plan on the first anniversary of the First Occupation of [75% (seventy five per cent) of Block G] and provide a written report of this review to LB Islington and TfL, including intended actions necessary to achieve the targets set out in the Block G Travel Plan such actions to comprise measures to encourage the use of sustainable modes of transport and shall not for the avoidance of doubt include any reduction in the quantum of car parking spaces provided as part of the CS Development and/or any obligation on the Owner to pay additional financial contributions to LB Islington and/or to TfL. <p>1.A4 The Owner will have regard to any reasonable recommendations made by LB Islington (in consultation with TfL) upon operation of the Block G Travel Plan following the review and discussion of the Block G</p>

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			<p>Travel Plan with LB Islington.</p> <p>1.A5 The Owner shall implement and observe the requirements and obligations set out in the Block G Travel Plan or such amended plan as may be agreed by the Owner and LB Islington (in consultation with TfL from time to time).</p> <p>1.A6 The Owner shall ensure that all owners and Occupiers of Block G are made aware of the Block G Travel Plan and any revision in any promotional material and on written request by an Occupier/user provided with a copy of the Block G Travel Plan at the Owner's expense.</p> <p>1.A7 The Owner shall use reasonable endeavours to ensure that the Occupiers of Block G comply with the provisions of the Block G Travel Plan and any revisions thereto.</p>
21.	Part 5 of Schedule 4	Open Space	<p>Amended paragraph 1(a):</p> <p>The Owner covenants:</p> <p>(a) to submit the CS Estate Management Plan and the CS Open Space Delivery Plan to LB Islington for its Approval prior to Implementation of the CS Planning Permission (excluding the Block G Works) and in preparing the CS Estate Management Plan and the CS Open Space Delivery Plan the Owner shall have regard to any PP Estate Management Plan Approved pursuant to Part 6 of Schedule 5;</p>
22.	Part 6 of Schedule 4	Financial obligations	<p>Amended paragraph 1:</p> <p>1 The Owner covenants:</p> <p>(a) not to Commence the CS Development unless and until it has paid to LB Islington the CS Construction Monitoring Contribution;</p> <p>(b) To pay to LB Islington the CS Employment and Training End Use Contribution as follows:</p>

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			<p>(i) £[insert] not less than 12 months prior to the anticipated Occupation Date of Block G;</p> <p>(ii) £[insert] not less than 12 months prior to the anticipated Occupation Date of the Remaining CS Development;</p> <p>(c) To pay to LB Islington the CS Employment and Training End Use Contribution, the CS TfL Contributions and the CS Legible London Contribution as follows:</p> <p>(i) £[insert] prior to First Occupation of Block G;</p> <p>(ii) £[insert] prior to First Occupation of the Remaining CS Development</p> <p>(d) To pay to LB Islington the CS Crossrail Contribution as follows:</p> <p>(i) £[insert] prior to Implementation of Block G;</p> <p>(ii) £[insert] prior to Implementation of the Remaining CS Development.</p> <p>[Drafting note: contributions to be split between Block G and the Remaining CS Development on a floorspace basis]</p>
23.	Part 7 of Schedule 4	Energy	<p>New paragraph 1.13:</p> <p>1.13 [The Parties acknowledge and agree that Block G may be developed and ready for First Occupation before the CS Energy Centre is developed and able to supply energy to Block G AND in such circumstances the Owner shall make provision for the supply of energy to Block G on a temporary basis in accordance with details approved by LB Islington in the CS Updated Energy Statement and shall comply with the same until such time as Block G is able to be connected to the CS Energy Centre.]</p> <p>Amended paragraph 2:</p> <p>2.1 The Owner shall submit for the LB Islington's Approval:</p>

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			<p>(a) a draft of the Block G Green Performance Plan not later than 6 months prior to the date of First Occupation of Block G; and</p> <p>(b) a draft of the CS Green Performance Plan not later than 6 months prior to the date of First Occupation of the CS Development.</p> <p>2.2 The Owner shall submit for LB Islington's Approval final reports on the implementation of the Approved CS Green Performance Plan and the Approved Block G Green Performance Plan at the end of the relevant two year monitoring period (or such extended period as LB Islington and the Owner may otherwise agree).</p> <p>2.3 If either or both of the final reports submitted under paragraph 2.2 show that the targets in either plan have not been or are not being met, LB Islington and the Owner shall co-operate in good faith to enable them to investigate, identify and agree causes of underperformance and potential mitigation measures such measures to be proportionate, effective and to be economically viable (by reference to the cost to be incurred by the Owner in implementing such measures and by reference to any increase in the heating and electricity bills of the Occupiers of the CS Development and/or the amount by which the Owner will need to subsidize the heating and electricity bills of the Occupiers of the CS Development as a result of such connection).</p> <p>2.4 Where measures are agreed by LB Islington and the Owner pursuant to paragraph 2.3, the Owner shall implement such measures in accordance with the time periods agreed with LB Islington.</p> <p>2.5 The Owner shall at all times comply in all respects with the Approved CS Green Performance Plan and the Approved Block G Green Performance Plan (as amended, if amended, from time to time) and in the event of material non-compliance with this paragraph 2.5, the Owner shall, subject to paragraph 2.6, upon written notice from the LB Islington as soon as reasonably practicable take all steps reasonably required by the LB Islington to remedy such non-compliance.</p> <p>2.6 If it is not reasonably practicable to implement measures sufficient to achieve the original targets contained in the CS Green Performance Plan and/or the Block G Green Performance Plan Approved by the LB Islington under paragraph 2.1 above, a revised target which is achievable will be discussed and agreed between the Owner and LB Islington.</p>

	S106 reference	Original S106 clause/paragraph drafting	Drafting assumptions/notes and proposed amendments to S106 clause/paragraph drafting
24.	Part 8 of Schedule 4	Construction – CoCP Response Document	<p>2.1 The Owner shall not less than one month before Commencement of the Enabling Works, Commencement of the Block G Works and Implementation of the Remaining CS Development prepare and submit to LB Islington for its Approval the relevant CoCP Response Document comprising:</p> <p>(a) a review of the Code of Construction Practice with specific reference to the CS Construction Programme and the relevant part of the CS Development; and</p> <p>(b) a statement of how the Owner will ensure compliance with the Code of Construction Practice during the construction of the relevant part of the CS Development.</p> <p>2.2 The Owner shall not carry out or permit Commencement of the Enabling Works, Commencement of the Block G Works or Implementation of the Remaining CS Development until the relevant CoCP Response Document has been submitted to and Approved in writing by LB Islington.</p> <p>2.3 Prior to Commencement of the CS Planning Permission to notify LB Islington of the name and contact details of the Community Liaison Manager, details of the email address website and telephone numbers forming part of the Community Liaison Measures and thereafter to notify LB Islington in the event any such names and contact details change.</p> <p>2.4 The Owner shall at all times during the Construction Period comply and ensure compliance with in all respects the relevant Approved CoCP Response Documents (and any amendments to them which may be Approved by LB Islington in writing from time to time including any amendments to the approaches to the management of the Construction Period of the CS Development suggested to the Owner during the meetings that form part of the Community Liaison Measures and with which the Owner agrees) and with the Community Liaison Measures and the Owner shall not carry out the CS Development unless in full compliance with the relevant Approved CoCP Response Document and Community Liaison Measures and in the event of non-compliance with this paragraph, the Owner shall upon written notice from LB Islington immediately take all steps reasonably required by LB Islington to remedy such non-compliance.</p>
25.	Part 8 of Schedule 4	Construction Management	<p>Amended paragraph 3:</p> <p>3.1 The Owner shall submit to LB Islington for its Approval the CS Construction Management Plan no more</p>

	S106 reference	Original S106 clause/paragraph drafting	Drafting assumptions/notes and proposed amendments to S106 clause/paragraph drafting
		Plans	<p>than 4 months prior to Implementing the Remaining CS Development and in preparing the CS Construction Management Plan the Owner shall have regard to any PP Construction Management Plan Approved pursuant to Part 3 of Schedule 5.</p> <p>3.2 The Owner shall not carry out or permit Implementation of the Remaining CS Development unless a CS Construction Management Plan has been submitted to and Approved in writing by LB Islington.</p> <p>3.3 The Owner shall at all times comply in all respects with the Approved CS Construction Management Plan (and any amendments to it which may be Approved by LB Islington in writing from time to time) and shall not carry out the CS Development unless in full compliance with such Approved CS Construction Management Plan and in the event of non-compliance with this paragraph, the Owner shall upon written notice from LB Islington immediately take all steps reasonably required by LB Islington to remedy such non-compliance.</p> <p>New paragraphs 4 and 5:</p> <p>4.1 The Owner shall submit to LB Islington for its Approval the Enabling Works Construction Management Plan no more than 4 months prior to Commencing the Enabling Works and in preparing the Enabling Works Construction Management Plan the Owner shall have regard to any PP Construction Management Plan Approved pursuant to Part 3 of Schedule 5, any Block G Construction Management Plan and any CS Construction Management Plan Approved pursuant to this Part.</p> <p>4.2 The Owner shall not carry out or permit Commencement of the Enabling Works unless the Enabling Works Construction Management Plan has been submitted to and Approved in writing by LB Islington.</p> <p>4.3 The Owner shall at all times comply in all respects with the Approved Enabling Works Construction Management Plan (and any amendments to it which may be Approved by LB Islington in writing from time to time) and shall not carry out the Enabling Works unless in full compliance with such Approved Enabling Works Construction Management Plan and in the event of non-compliance with this paragraph, the Owner shall upon written notice from LB Islington immediately take all steps reasonably required by LB Islington to remedy such non-compliance.</p> <p>5.1 The Owner shall submit to LB Islington for its Approval the Block G Construction Management Plan no more than 4 months prior to Commencement of the Block G Works and in preparing the Block</p>

	S106 reference	Original S106 clause/paragraph drafting	Drafting assumptions/notes and proposed amendments to S106 clause/paragraph drafting
			<p>G Construction Management Plan the Owner shall have regard to any PP Construction Management Plan Approved pursuant to Part 3 of Schedule 5 and to any CS Construction Management Plan and any Enabling Works Construction Management Plan Approved pursuant to this Part.</p> <p>5.2 The Owner shall not carry out or permit Commencement of the Block G Works unless the Block G Construction Management Plan has been submitted to and Approved in writing by LB Islington.</p> <p>5.3 The Owner shall at all times comply in all respects with the Approved Block G Construction Management Plan (and any amendments to it which may be Approved by LB Islington in writing from time to time) and shall not carry out the Block G Works unless in full compliance with such Approved Block G Construction Management Plan and in the event of non-compliance with this paragraph, the Owner shall upon written notice from LB Islington immediately take all steps reasonably required by LB Islington to remedy such non-compliance.</p>
26.	Part 3 of Schedule 5	Servicing and Delivery Plan	<p>Amended paragraph 3.1(a):</p> <p>The Owner covenants:</p> <p>(a) not to Implement any of the PP Development unless and until it has submitted the PP Servicing and Delivery Plan to LB Camden and such plan has been Approved by LB Camden and in preparing the PP Servicing and Delivery Plan the Owner shall have regard to any CS Servicing and Delivery Plan and to any Block G Servicing and Delivery Plan Approved pursuant to Part 3 of Schedule 4;</p>
27.	Part 3 of Schedule 5	Construction Management Plan	<p>Amended paragraph 4.1:</p> <p>4.1 The Owner shall submit to LB Camden for its Approval the PP Construction Management Plan prior to the Commencement Date of the PP Planning Permission and in preparing the PP Construction Management Plan the Owner shall have regard to any CS Construction Management Plan, Enabling Works Construction Management Plan and Block G Construction Management Plan Approved pursuant to Part 8 of Schedule 4.</p>
28.	Part 4 of	Travel Plan	Amended paragraph 1:

	S106 reference	Original S106 clause/paragraph drafting	Drafting assumptions/notes and proposed amendments to S106 clause/paragraph drafting
	Schedule 5		1 Prior to the First Occupation of the PP Development the Owner shall appoint a Travel Plan Co-ordinator and submit to LB Camden the PP Travel Plan for its Approval and in preparing the PP Travel Plan the Owner shall have regard to any CS Travel Plan and Block G Travel Plan Approved pursuant to Part 4 of Schedule 4.
29.	Part 1 of Schedule 14	Viability review 1	Amended paragraph 1.10: 1.10 Subject to the outcome of any request for any extension of time pursuant to paragraph 1.7, the Owner shall submit the First Updated Viability Assessment to the Councils prior to Implementation of the Remaining CS Development or the Block G Works save where: (a) there has been certification of Substantial Implementation by the Contract Administrator within 3 years of the Grant Date and paragraph 1.4 above applies; (b) any certification of Substantial Implementation by the Contract Administrator within 3 years of the Grant Date has been upheld by the Specialist.
30.	Part 1 of Schedule 14	Updated Viability Assessment	New sub-paragraph 3.1(n): (n) the Block G Costs (if the First Updated Viability Assessment is required) or the appropriate proportions of the Block G Costs for the Last Sections (for the Second Updated Viability Assessment).
31.	Part 2 of Schedule 14	Linkages	Amended paragraph 1.5: 1.5 Not to Implement Section 4 until it has either Implemented Section 3 or Commenced the Block G Works ;
32.	Part 2 of Schedule 14	Linkages	New paragraph 1.6A: 1.6A Not to Implement the CS Planning Permission in respect of Block G unless and until it has submitted to LB Islington and LB Islington has Approved details for the temporary cycle parking and service vehicle route that serve Block G;

18 May 2017

HOGAN LOVELLS INTERNATIONAL LLP