

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET

and

COMER (NEW SOUTHGATE) NO 1 LIMITED

and

COMER (NEW SOUTHGATE) NO.2 LIMITED

and

HINDALE LIMITED

and

GALVESTON INVESTMENTS SA

and

THE SECRETARY OF STATE OF LEVELLING UP, HOUSING AND COMMUNITIES

DEED OF PLANNING OBLIGATION

made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) relating to the development of land at North London Business Park, Oakleigh Road South, London N11 1GN in the London Borough of Barnet

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- (E) The Secretary of State of Levelling Up, Housing and Communities holds a 125 year lease of the part of the Land identified on Plan 2 which awaits registration at the Land Registry under title number AGL597132.
- (E) The Owner made the Application to the Council for the Planning Permission to carry out the Development on 10 August 2021.
- (F) The Council refused the Application by way of a decision notice dated 23 March 2023.
- (G) The Owner has appealed against the Council's refusal of the Application.
- (H) The Parties have agreed that this Deed should be completed under section 106 of the 1990 Act.
- (I) The Council is satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development, and are fairly and reasonably related in scale and kind to the Development and are compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 as amended.

NOW THIS DEED WITNESSES the following:-

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:

"the 1980 Act" means the Highways Act 1980 (as amended)

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

"Actual CO2 Offset Contribution" means in relation to each Phase the amount (A) that is to be paid to the Council and to be spent on carbon reduction measures within the Borough, calculated by the following formula:

$$A = (B + C) \times \text{£95 per tonne per year} \times 30 \text{ years}$$

Where:

(B) is the annual carbon emissions from the site for the residential element of each Phase.

(C) is the annual difference in carbon reductions achieved on-site for the non-residential element of each Phase relative to the 35% reduction required under the London Plan 2016, with (C) being either a positive (shortfall) or negative (surplus) number

Where (B) and (C) are identified in the Post-Construction Assessment under Part L of the Building Regulations and in accordance with the standard assessment procedure 2012 known as SAP12.

"Additional Affordable Housing" means such additional units of Affordable Housing as the Viability Review concludes can be delivered on the Land as part of the Subsequent Phases of the Development in addition to the Affordable Housing Base Provision up to a maximum Affordable Housing provision equivalent to the Affordable Housing Cap

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with paragraph 3 of Schedule 1 of this Deed detailing the Additional Affordable Housing Units to be provided on the Land as part of the Development and which:

- (a) confirms which (if any) Open Market Housing Units are to be converted into Additional Affordable Housing;
- (b) sets out the tenure mix of the Additional Affordable Housing which so far as reasonably practicable shall be 30 per cent Affordable Rented Housing and 30 per cent Shared Ownership Housing and 40 per cent as agreed between the Owner and the Council pursuant to the Additional Affordable Housing Scheme;
- (c) contains plans showing the location and size of each unit of Additional Affordable Housing and the Phase in which each unit of Additional Affordable Housing is located;
- (d) confirms that not less than 10 per cent of the Additional Affordable Housing will be accessible or easily adaptable for wheelchair users;
- (e) provides an indicative timescale for the construction and delivery of the Additional Affordable Housing; and
- (f) sets out the amount (if any) of any financial contribution payable to the Council to be applied towards the provision of offsite Affordable Housing where the Viability Review identifies that part of the surplus cannot deliver one or more complete units of Additional Affordable Housing

"Additional Carbon Offset Contribution" means the difference between the Actual CO2 Offset Contribution identified by the As- Built Part L Calculations and the Estimated Carbon Offset Contribution required to be paid by the Owner to the Council pursuant to Schedule 1

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or tenants with eligibility being determined by reference to local incomes and local housing prices; and (b) which housing is to remain at an affordable price for future eligible households or for any subsidy to be recycled for alternative affordable housing provision

"Affordable Housing Base Provision" means the provision of 21 per cent of the Residential Units across the whole of the Development (by unit numbers) as Affordable Housing Units with a tenure split of 48 per cent Affordable Rented Housing and 52 per cent Shared Ownership Housing

"Affordable Housing Cap" means a cap on the amount Affordable Housing required to be delivered by the Development equivalent to the provision of 40 per cent of the Residential Units across the whole of the Development (by unit numbers) as Affordable Housing Units

"Affordable Housing Provider" means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 or an approved development partner of Homes England which is eligible to receive grant funding or any other entity specialising in the provision of Affordable Housing in each case as proposed by the Owner and approved by the Council (such approval not to be unreasonably withheld or delayed)

"Affordable Housing Units" means the 512 Residential Units to be provided by the Owner as part of the Development in accordance with the following tenure mix:

- (a) 246 Affordable Rented Housing Units; and
- (b) 266 Shared Ownership Housing Units

"Affordable Rented Housing" means rented housing provided by an Affordable Housing Provider to eligible households where such housing is subject to rent controls that require a rent of no more than 80% of the local market rent including service charges where applicable

"Affordable Rented Housing Units" means the 246 Residential Units to be provided by the Owner as part of the Development as Affordable Rented Housing

"Appeal" means the appeal against the refusal of the Application which has been given the start date of 24 October 2023 and the reference number APP/N5090/W/23/3330577

"Application" means the application for a hybrid planning permission to carry out the Development at the Land which was validated by the Council on 10 August 2021 and given the reference number 21/4433/OUT

"Apprenticeship" means a work based training programme aimed at different levels, combining employment with learning and training which is expected to lead to a nationally recognised qualification for the apprentice in construction related trades

"As-Built Part L Calculations" means the certified final "As-Built" Building Regulations Part L calculations to be submitted to the Council confirming the actual on-site regulated carbon dioxide emissions reductions achieved by the Development and any offset carbon dioxide emissions reductions to be applied

"Borough" means the administrative area of the Council

"Brunswick Park Road Works" means the offsite highway works to provide a signal-controlled junction in replace of the existing crossroads arrangement with Brunswick Park Road/Goldrill Drive/Benfleet Way shown indicatively on Plan 4 appended to this Deed at Appendix 1 (or such amended plan as may be agreed between the Council and the Owner from time to time)

"Bus Contribution" means the sum of £1,525,000 (one million five hundred and twenty five thousand pounds), Index-Linked, payable by the Owner to the Council in accordance with paragraph 1.1 of Schedule 1 of this Deed and to be passed by the Council to TfL as soon as practicable following receipt of each instalment by the Council to be applied towards the provision of additional bus services on the number 382 bus route

"Commencement of Development" means the commencement of the Development by the carrying out of a material operation as defined in Section 56(4) of the 1990 Act PROVIDED THAT:

- (a) ground investigations and / or site survey works;
- (b) diversion, decommissioning and / or laying of services and service media for the supply or carriage of electricity, gas, water, sewerage, telecommunications, or other utilities media or services;
- (c) construction of temporary boundary fencing or hoardings;
- (d) temporary diversion of highways;
- (e) archaeological investigations;

- (f) noise attenuation works;
- (g) demolition works;
- (h) works of site clearance;
- (i) remediation works including remediation of land contamination;
- (j) excavation works to adjust ground levels on site;
- (k) temporary display of advertisements;
- (l) works required to remediate, level, and service the School Land as required by paragraph 6 of Schedule 1 of this Deed; and
- (m) works required pursuant to pre-commencement planning conditions attached to the Planning Permission,

shall not be taken to be a material operation for the purposes of this Deed and **"Commence"** and **"Commencement"** shall be construed accordingly

"Commercial Element" means the part of the Development comprising non-residential floor space (use Class E and F) but which for the avoidance of doubt does not include the Residential Units, the School, or the Nursery

"Commercial Travel Plan" means a travel plan for the Commercial Element which relates to all travel movements of Commercial Element staff, customers, and visitors and which fulfils the requirements set out in paragraph 5 of Schedule 1 of this Deed

"Commercial Travel Plan Champion" means a person appointed by or on behalf of the Owner who shall be responsible for implementing, monitoring, and reviewing the Commercial Travel Plan in accordance with paragraph 5.1 of Schedule 1 of this Deed

"Community and Healthcare Space" means the space within Phase 3 to be let to CWC Estates CIC or such other body as approved by the Council;

"Community Sports Facilities" means the sports hall, all-weather sports pitch/multi-use games area forming part of the Development the location of which is shown for indicative purposes only on Plan 3 appended to this Deed at Appendix 1

"Community Use Agreement" means the agreement to be entered into between the Owner, the School Owner, and the Council pursuant to paragraph 7 of Schedule 1 of

this Deed relating to the delivery, use, management, and maintenance of the Community Sports Facilities

"Completion Certificate" means a certificate issued by the Council or relevant highway authority pursuant to a Highway Agreement which certifies that the works pursuant to the Highway Agreement have been practically completed such that the relevant maintenance or defects period can begin to run

"Contributions" means the Bus Contribution, the Estimated Carbon Offset Contribution, the Additional Carbon Offset Contribution, the Monitoring Contribution and the Travel Plan Monitoring Fee

"CPZ" means on street controlled parking zone implemented and enforced by the Council in the vicinity of the Development

"CPZ Area" means the controlled parking zone(s) within the vicinity of the Development where the Council has introduced restrictions on parking on the highway during certain times of day or week for non-permit holders in order to mitigate any traffic impacts of the Development on the Land

"Deed" means this Agreement

"Development" means the phased comprehensive redevelopment of the Land pursuant to the Planning Permission to deliver a residential-led mixed use development comprising:

- (a) Detailed element: up to 452 residential units in five blocks reaching 9 storeys, the provision of a 5 form entry secondary school, a gymnasium, a multi-use sports pitch and associated changing facilities and improvements to open space and transport infrastructure, including improvements to the access from Brunswick Park Road and;
- (b) Outline element: up to 1,967 additional residential units in buildings ranging from three to twelve storeys, up to 7,148 sqm of non-residential floor space (use Class E and F) and public open space.
- (c) Associated site preparation/enabling work, transport infrastructure and junction work, landscaping and car parking

"Disabled Person's Badge" means a badge issued under section 21 of the Chronically Sick and Disabled Persons Act 1970

"Eligible Purchaser" means a purchaser who is part of a household which has a gross annual household income at the date of purchasing the relevant Shared Ownership

Housing Unit of less than £90,000 or such other amount as specified in the most recent London Plan Annual Monitoring Report (or replacement GLA guidance or policy) issued prior to the Commencement of Development and who meets one of more of the Local Connection Criteria

"Employment and Training Contribution" means the sum calculated in accordance with paragraph 2.5 of Schedule 1 of this Deed which is to be paid by the Owner to the Council to be applied by the Council towards the Council's costs of delivering apprenticeship and employment opportunities within the Council's administrative area

"Energy Statement" means the energy statement submitted with the Application

"Estimated Carbon Offset Contribution" means the sum of £4,196,877 (four million one hundred and ninety six thousand eight hundred and seventy seven pounds) to be paid by the Owner to the Council to mitigate the residual shortfall of carbon dioxide emissions reductions at the Development and which is to be applied towards securing delivery of off-site carbon dioxide emissions reduction in within the Borough

"Existing Leases" means the leasehold interests existing in the Land, excluding the long lease of the School Land, at the date of this Deed as set out in Appendix 3

"Existing Permission" means the planning permission with reference 22/1579/S73

"Existing S106" means the section 106 agreement dated 8 November 2018, as varied by the deed of variation dated 19 October 2022 which binds the development pursuant to the Existing Permission

"Expert" means an independent and suitable person holding appropriate professional qualifications appointed in accordance with clause 15 of this Deed to determine a dispute

"GLA" means the Greater London Authority or any successor in function

"Highway Agreement" means one or more agreements pursuant to section 278 and / or section 38 of the 1980 Act

"Initial Viability Appraisal" means the Independent Financial Assessment prepared by Douglas Birt Consulting and dated September 2021

"Index" means the "All Items" Retail Prices Index published by the Office for National Statistics (or any successor ministry department or organisation) or if such index is at

the relevant time no longer published such other comparable index or basis for indexation as the Parties may agree

"Index-Linked" means the product (if any) of the amount of the Contributions payable under this Deed multiplied by A and divided by B where:

"A" is the most recently published figure for the Index prior to the date of the payment; and

"B" is the most recently published figure for the Index at the date of this Deed

"Interest" means interest at 3% (three per cent) above the Bank of England base rate from time to time

"iTRACE" means the online tool that supports the development and monitoring of travel plans in London

"Land" means the land on which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at the Land Registry under title numbers AGL104908, AGL591965, NGL517736, and AGL254714 and shown for the purposes of identification only edged red on Plan 1 appended to this Deed at Appendix 1

"Late Stage Review Contribution" means any positive sum calculated in accordance with paragraph 4.4 of Schedule 1 of this Deed up to the amount which, together with any Additional Affordable Housing and the Affordable Housing Base Provision, is equivalent to the Affordable Housing Cap and which (if applicable) is to be paid by the Owner to the Council to be applied by the Council towards the provision of offsite Affordable Housing within the London Borough of Barnet

"Local Connection Criteria" means the criteria appended to this Deed at Appendix 2 (or any such amended criteria as may be agreed between the Owner and the Council from time to time)

"London Housing Design Standards" means the Mayor of London's standards for housing design in place at the time of construction of the Affordable Housing Units

"Monitoring Contribution" means the £6,500 (Six thousand, five hundred pounds) being a contribution towards the Council's costs of monitoring the planning obligations in this Deed

"National Apprenticeship Framework" means a set of requirements for an Apprenticeship programme used by training providers, colleges, and employers to

ensure that all Apprenticeship programmes are delivered consistently and to national standards including (but not limited to) a range of qualifications incorporating the following main strands:

- (a) a competence based element;
- (b) a technical element;
- (c) a skills element; and
- (d) any additional qualifications as may be required to give the most relevant skills and knowledge required for the job

"National Apprenticeship Service" means the official government service within the Education and Skills Funding Agency which supports, funds, and co-ordinates the delivery of Apprenticeships in England

"Nursery" means that part of the Development comprising up to 300 sq m Gross External Area of floor space within Phase 3A which is to be used as a day nursery within class E(f) of the Town and Country Planning (Use Classes) Order 1987 (as amended)

"Nursery Travel Plan" means a travel plan for the Nursery which relates to all travel movements of Nursery staff, pupils, parents and caregivers, and visitors and which fulfils the requirements set out in paragraph 5 of Schedule 1 of this Deed

"Nursery Travel Plan Champion" means a person appointed by the Owner who shall be responsible for implementing, monitoring, and reviewing the Nursery Travel Plan in accordance with paragraph 5.1 of Schedule 1 of this Deed

"Nominations Agreement" means an agreement to be entered into with the Council for the nomination of persons to the Affordable Rented Housing Units in substantially the same form as the Council's standard nomination agreement from time to time or such form as agreed between the Council and the Affordable Housing Provider and which shall provide the Council with nomination rights in respect of the Affordable Rented Housing Units for the lifetime of the Development

"Occupation" means the occupation of the Land forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation for the purposes of demolition, construction, fitting-out, decoration, marketing, or site security and **"Occupy"** and **"Occupied"** shall be construed accordingly

"Occupier" means the occupier or occupiers of an individual Residential Unit

"Open Market Housing Units" means the Residential Units forming part of the Development which are to be sold or let on the open market and which are not Affordable Housing Units

"Overarching Travel Plan Champion" means the Travel Plan Champion with overall responsibility for implementing, monitoring, and reviewing the Travel Plans as appointed by the Owner pursuant to paragraph 5.3 of Schedule 1 of this Deed

"Owner" means the First Owner and the Second Owner and the Third Owner together

"Parties" means the Council, the Owner, the Mortgagee and the School Owner and

"Party" shall be construed accordingly as the context requires

"Phase" means a phase of the Development as shown for indicative purposes only on the Phasing Plan or as otherwise agreed between the Owner and the Council

"Phasing Plan" means Plan 1 appended to this Deed at Appendix 1

"Plan 1" means the plan showing the Land and Phases of the Development appended to this Deed at Appendix 1

"Plan 2" means the plan showing the School Land edged in red appended to this Deed at Appendix 1

"Plan 3" means the plan showing the Community Sport Facilities appended to this Deed at Appendix 1

"Plan 4" means the plan showing the Brunswick Park Road Works appended to this Deed at Appendix 1

"Plan 5" means the plan showing the Weirdale Link and the Section 278 Works appended to this Deed at Appendix 1

"Plan 6" means the plan showing the Public Open Space appended to this Deed at Appendix 1

"Planning Permission" means any planning permission for the Development that may be granted pursuant to the Appeal or any planning permission subsequently granted pursuant to an application under section 73 of the 1990 Act unless the Council considers a new agreement is required either under Section 106 or Section 106A of the 1990 Act

"Post Construction Assessment" means the assessment for each Phase of the Development to be carried out by an independent body to demonstrate compliance with

the Energy Statement (for the Phase in which it is located) within 3 months of Practical Completion of the final Residential Unit in each Phase and submitted to the Council for approval

"Practical Completion" means the issue of a certificate by the Owner's architect, civil engineer, chartered surveyor, or appropriate professional certifying that the Development or the relevant part of the Development (as the case may be) is for practical purposes sufficiently complete to be put into use and **"Practically Completed"** shall be construed accordingly and for the avoidance of doubt this shall not include certification for any infrastructure work

"Progression into Employment (up to 8 months)" means a work placement of at least 13 weeks' duration for a resident of the London Borough of Barnet who has been registered as unemployed for less than eight months

"Progression into Employment (6 months or more)" means a work placement of at least 13 weeks' duration for a resident of the London Borough of Barnet who has been registered as unemployed for six months or longer

"Public Open Space" means that part of the Development comprising not less than 2.5 hectares which is to be provided as open space accessible to the general public and which is shown for the purposes of identification only edged pink on Plan 6 appended to this Deed at Appendix 1

"Reptile Mitigation and Monitoring Plan" means a strategy that has been designed to safely relocate the slow-worms and common lizard currently on the development site, to a receptor site, which will be pre-enhanced to further improve its suitability to support reptiles and is considered sufficient to ensure there are no overall detrimental impacts to the local population of reptiles in light of the clearance at the development site. The strategy includes a schedule of monitoring and management to ensure its long-term viability

"Residential Travel Plan" means a travel plan for the Residential Units which seeks to reduce reliance on the use of the private car and which fulfils the requirements set out in paragraph 5 of Schedule 1 of this Deed

"Residential Travel Plan Champion" means a person appointed by the Owner who shall be responsible for implementing, monitoring, and reviewing the Residential Travel Plan in accordance with paragraph 5.1 of Schedule 1 of this Deed

"Residential Units" means the Open Market Housing Units and the Affordable Housing Units

"Residents Parking Permit" means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 (or such other relevant legislation) for the use of residents or occupiers of premises in the locality in which the Development is situated

"Review Date" means the date that is 24 months following the date of the Planning Permission

"Section 278 Works" means the works to the public highway considered necessary by the Council (acting reasonably) to facilitate the implementation of the Development and mitigate the impact thereof and shall include but not be limited to works to form the access to the Development, as shown on Plan 5 appended to this Deed at Appendix 1 (or such amended plan as may be agreed between the Council and the Owner from time to time)

"Section 38 Agreement" means an agreement pursuant to section 38 of the 1980 Act

"Section 38 Works" means highway works outside the public highway which are to be dedicated as public highway

"School" means that part of the Development comprising a 5 form entry secondary school which is to be built on the School Land as part of Phase 0

"School Land" means that part of the Land which is to be transferred to the Secretary of State of Levelling Up, Housing and Communities in accordance with the terms of this Deed for the purposes of the delivery of the School and which is shown for the purposes of identification only edged dashed red and shaded red on Plan 2 appended to this Deed at Appendix 1

"School or College Workshops" means an educational workshop delivered by the Owner or persons engaged by the Owner to carry out the Development to students of schools or colleges within the London Borough of Barnet

"School or College or University Site Visits" means an educational site visit to the Development delivered by the Owner or persons engaged by the Owner to carry out the Development to students of schools or colleges or universities within the London Borough of Barnet or students of other universities who are residents of the London Borough of Barnet

"School Travel Plan" means a travel plan for the School which relates to all travel movements of School staff, pupils, parents and caregivers, and visitors and which fulfils the requirements set out in paragraph 5 of Schedule 1 to this Deed

"School Travel Plan Champion" means a person appointed by the Owner who shall be responsible for implementing, monitoring, and reviewing the School Travel Plan in accordance with paragraph 5.1 of Schedule 1 to this Deed

"Shared Ownership Housing" means housing occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or any amended or replacement provision) where the shared ownership lessee has the right to carry out Staircasing and dispose of the residential unit on the open market and **"Shared Ownership Lease"** and **"Shared Ownership Lessee"** shall be construed accordingly

"Shared Ownership Housing Units" means the 266 Residential Units to be provided by the Owner as Shared Ownership Housing as part of the Development

"Skills and Enterprise Partners" means any services or organisations notified to the Owner in writing by the Council which may include the following:

- (a) relevant Council services working on the skills and enterprise and welfare reform agendas;
- (b) specified local schools;
- (c) specified further education colleges;
- (d) Middlesex University;
- (e) job centres;
- (f) work programme providers; and
- (g) such other skills and enterprise partners as nominated by the Council's skills and enterprise team

"SME Business Space" means that part of the Commercial Element which is to be designed and managed to serve the needs of local micro, small and medium-sized enterprises, including local start-ups, in accordance with the SME Business Space Plan

"SME Business Space Plan" means the plan to be submitted to and approved by the Council pursuant to paragraph 8 of Schedule 1 of this Deed relating to the delivery and management of the SME Business Space

"Staircasing" means the acquisition by a Shared Ownership Lessee of additional equity in a Shared Ownership Housing Unit up to 100 per cent equity and **"Staircased"** shall be construed accordingly

"Subsequent Phase" means any Phase other than Phase 0 or 1

"Substantial Implementation Date" means the date upon which the Development has Commenced and the following has occurred:

- (a) completion of the levelling and decontamination of the School Land;
- (b) completion of the infrastructure and drainage works required to make the School Land ready for subsequent connection to services; and
- (c) completion of the ground preparation works and foundations for the first block of Residential Units on the Land

"TfL" means Transport for London or its successor body

"Travel Plan Champions" means the Commercial Travel Plan Champion, Nursery Travel Plan Champion, Residential Travel Plan Champion and School Travel Plan Champion

"Travel Plans" means the Commercial Travel Plan, Nursery Travel Plan, Residential Travel Plan and School Travel Plan

"Travel Plan Monitoring Fee" means the sum of £50,000 (fifty thousand pounds), Index-Linked, which is to be paid by the Owner to the Council to be applied by the Council towards the Council's costs of monitoring the Travel Plan obligations contained in this Deed

"Travel Plan Review" means a review of the provisions of any one of the Travel Plans to ascertain whether it is meeting its stated objectives and targets including any revised targets and action plans required to give effect to the objectives of the Travel Plan

"TRICS" means the national standard system of trip generation and analysis in the United Kingdom

"Viability Review" means the review of the financial viability of the Development using the same methodology as used for the Initial Viability Appraisal (or such other appraisal model or methodology as agreed between the Owner and the Council) to identify whether Additional Affordable Housing can be provided on the Land as part of the Development and whether a Late Stage Review Contribution can be made in respect of the Development

"Visitors Parking Permit" means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 to be used by visitors to the locality in which the Development is situated

"Weirdale Link" and "Weirdale Link Works" means on-site works for the new pedestrian and cycle link, including road and pavement alterations, lighting, landscaping, and CCTV, linking Land to Weirdale Avenue and Ashbourne Avenue at the location of the former point of access forming part of the Development as shown by the green arrow on Plan 5 appended to this Deed at Appendix 1

"Work Experience" means work experience placements of a minimum of 10 (ten) days for residents of the London Borough of Barnet aged 16 years or older and which may include entry into employment and university student placements

1.2 In this Deed:

- (a) Headings are for convenience only and shall not affect the interpretation of this Deed.
- (b) Words importing one gender shall be construed as importing another gender and words denoting actual persons shall include bodies corporate, companies, corporations, and firms and such words shall be construed as interchangeable in that manner.
- (c) Unless the context otherwise requires words importing the singular shall be construed as importing the plural and vice versa.
- (d) Where any party comprises more than one person the obligations and liability of that party under this Deed shall be joint and several obligations and liabilities of those persons.
- (e) The reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory regulation, or order made under it which is in force from time to time.

- (f) Reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed.
- (g) Reference to any party to this Deed shall include the successors in title to that party and any person deriving title through or under that party and in the case of the Council shall mean the London Borough of Barnet acting in its statutory capacity as local planning authority (unless otherwise expressly stated in this Deed) and the successors to its respective statutory functions.
- (h) Words denoting an obligation on a party to do any act, matter, or thing shall include an obligation to procure that it be done and words placing a party under a restriction shall include an obligation not to allow, cause, permit, or suffer any infringement of that restriction.
- (i) Covenants if made by more than one person are made jointly and severally unless expressly stated otherwise.

2. LEGAL EFFECT

- 2.1 This Deed is entered into pursuant to section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and, subject to clause 2.2, all of the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are (subject to the terms of this Deed) enforceable by the Council not only against the Owner but also against any successors in title to the Owner (unless otherwise stated in this Deed).
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act they are entered into pursuant to section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011, and all other enabling powers.

3. CONDITIONALITY

- 3.1 Subject to clauses 3.2 to 3.4, the provisions of this Deed shall come into effect immediately upon completion of this Deed PROVIDED THAT clauses 4.1 and 4.2 and Schedule 1 and Schedule 2 of this Deed shall not have effect unless and until both of the following two conditions are satisfied:
 - (a) the Planning Permission has been granted; and
 - (b) Commencement of Development has occurred.

- 3.2 The planning obligations contained within this Deed are conditional upon the Secretary of State determining that such planning obligations are necessary to make the Development acceptable.
- 3.3 If the planning inspector appointed by the Secretary of State concludes that any planning obligation contained within this Deed is incompatible with one or more of the tests for planning obligations set out at Regulation 122 and / or Regulation 123 of the Community Infrastructure Levy Regulations 2010 (as amended) and accordingly attaches no weight to the obligation in determining the Appeal then the relevant obligation shall, from the date of determination of the Appeal, cease to have effect and the Owner shall be under no obligation to comply with the obligation but such cancellation shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 3.4 For the avoidance of doubt, none of the planning obligations in this Deed will be binding if:
- (a) the planning inspector dismisses the Appeal such that the Planning Permission is not granted; or
 - (b) the planning inspector finds that none of the planning obligations contained within this Deed are necessary to make the Development acceptable, or that the obligations are otherwise not required, and accordingly attaches no weight to the obligations in determining the Appeal.
- 3.5 From Commencement of the Development the development pursuant to the Existing Permission shall cease and the obligations under the Existing S106 shall cease to apply, save that any obligations triggered and satisfied under the Existing S106 shall be treated as having been satisfied for the purposes of this Deed.

4. THE OWNER'S COVENANTS AND OBLIGATIONS

- 4.1 The Owner covenants with the Council to perform the obligations specified in Schedule 1 to this Deed save to the extent that the obligations in Schedule 1 to this Deed are expressly stated to be obligations on the part of the Council.
- 4.2 The Owner confirms that no other party other than those disclosed in this Deed has a legal interest in the Land and covenants with the Council:
- (a) to terminate or otherwise bring to an end each of the Existing Leases in accordance with the trigger dates for termination of the Existing Leases set out in the fifth column of the table at Appendix 3 to this Deed and to provide evidence of such termination to the Council within two weeks of termination occurring;

- (b) not to Commence or permit the Commencement of any Phase of the Development unless and until the Existing Leases relating to that Phase have been brought to an end; and
- (c) not to enter into any agreement for the transfer of a freehold interest in the Land or leasehold interest of more than three years in the Land to any lessee under an Existing Lease unless such an agreement includes a covenant that the lessee will enter into an agreement pursuant to section 106 of the 1990 Act on the same terms as this Deed or enter into a confirmatory deed undertaking to comply with the obligations and covenants set out in this Deed.

4.3 The Owner shall pay the Council's reasonable legal fees associated with the preparation of this Deed on or before completion of this Deed.

5. THE COUNCIL'S COVENANTS

5.1 The Council covenants with the Owner to perform the obligations specified in Schedule 2 to this Deed and the obligations in Schedule 1 to this Deed which are expressly stated to be obligations on the part of the Council.

6. MORTGAGEE'S CONSENT

6.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the part of the Land over which the Mortgagee has a charge shall be bound by the obligations contained in this Deed and that the security of its charge shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall have no liability under this Deed unless it takes possession of that part of the Land over which it has a charge as a mortgagee in possession in which case the Mortgagee will be bound by the obligations in this Deed as if it were a person deriving title from the Owner.

7. EXCLUSIONS

7.1 Notwithstanding clause 2.1 the obligations in this Deed shall not bind or be enforceable against the following:

- (a) any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) so that such persons shall be released from all liability contained in this Deed but this release shall be without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;

- (b) any owner or Occupier or tenant of any individual Residential Unit or their successors in title or persons deriving title through or under them or their mortgagees or chargees;
- (c) any statutory undertaker or any other person which has or acquires an interest in the Land for the purposes of the provision or connection of electricity, gas, water, drainage, telecommunications services or public transport services;
- (d) any Affordable Housing Provider except in relation to the obligations relating to Affordable Housing at paragraphs 3.1 to 3.14 and 4.13 of Schedule 1 of this Deed;
- (e) any Occupier or tenant of a Shared Ownership Housing Unit or an Affordable Rented Housing Unit who has exercised a statutory right to buy that unit or who has Staircased to 100 per cent of the equity in a Shared Ownership Housing Unit;
- (f) any mortgagee or chargee of the Land from time to time (save to the extent that the mortgagee or chargee is a mortgagee or chargee of the whole or any part of the Affordable Housing Units and paragraph (g) applies) unless such mortgagee or chargee takes possession of the relevant part of the Land over which it has a charge in which case it too will be bound by the obligations in this Deed as if it were a person deriving title from the Owner;
- (g) any mortgagee or chargee (or any receiver or other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator including a housing administrator (each a **"Receiver"**)) of the whole or any part of the Affordable Housing Units (or any Additional Affordable Housing Units) or any persons deriving title through or under such mortgagee or chargee PROVIDED THAT:
 - (i) the mortgagee or chargee or Receiver must give prior written notice to the Council of its intention to dispose of the relevant Affordable Housing Units (or any Additional Affordable Housing Units) and must give the Council the option to purchase the relevant Affordable Housing Units (or Additional Affordable Housing Units) or to nominate another Affordable Housing Provider to purchase the relevant Affordable Housing Units (or Additional Affordable Housing Units) for a period of three months commencing on the date that the written notice is given to the Council (the **"Notice Period"**) and in the event that the Council or its nominated Affordable Housing Provider gives written notice to the mortgagee or

chargee or Receiver during the Notice Period that it wishes to purchase the relevant Affordable Housing Units (or Additional Affordable Housing Units) it shall be entitled to purchase the relevant Affordable Housing Units (or Additional Affordable Housing Units) within a period of three months commencing on the date that it gives such written notice to the mortgagee or chargee or Receiver;

- (ii) if such a disposal is not completed within the timescales specified in paragraph 7.1(g)(i) then the mortgagee or chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Units (or Additional Affordable Housing Units) free from the provisions relating to Affordable Housing in this Deed and such provisions shall determine absolutely in respect of the relevant Affordable Housing Units (or Additional Affordable Housing Units);
- (iii) the price payable by the Council or its nominated Affordable Housing Provider for the relevant Affordable Housing Units (or Additional Affordable Housing Units) pursuant to paragraph 7.1(g)(i) shall represent the best price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units (or Additional Affordable Housing Units) pursuant to paragraph 3 of Schedule 1 of this Deed and for the avoidance of doubt the mortgagee or chargee or Receiver shall not be obliged to accept a price that is less than the amount due and outstanding under the terms of the mortgage or charge including all accrued principal monies, interests, costs, and expenses.

8. DETERMINATION OF THE PLANNING PERMISSION

8.1 This Deed shall cease to have any effect (insofar only as it has not been complied with) in the event that:

- (a) the Planning Permission shall be quashed revoked or modified without the consent of the Owner; or
- (b) the Planning Permission shall lapse without having been implemented.

8.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 8 the Council shall promptly effect the cancellation of all entries made in the register of local land charges in respect of this Deed at the Owner's request and cost.

8.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed which is incompatible with the Development.

9. COUNCIL CONSENTS AND POWERS

9.1 Any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from the Council under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing.

9.2 Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

10. WAIVER

10.1 No waiver whether express or implied by the Council of any breach or default by the Owner in performing or observing any of the covenants terms conditions undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner.

11. SEVERABILITY

11.1 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

12. NOTICES

12.1 The Owner shall give the Council not less than ten (10) Working Days prior written notice of the intended date of Commencement of Development.

12.2 All notices served under or in connection with this Deed shall be sent to the relevant party as follows:

- (a) to the Owner at the registered office detailed above, marked for the attention of Jack O'Brien

- (b) to the Council addressed to Planning Obligations Monitoring, Infrastructure and Viability Team, London Borough of Barnet, 2 Bristol Avenue, Colindale, NW9 4EW, email cil@barnet.gov.uk
- (c) to the Mortgagee at 51, rue de Strasbourg, L-2561, Luxembourg;
- (d) to the School at 4th Floor, Fry Building, 2 Marsham Street, London, SC1P 4DF and the Secretary for State for Education, Fifth Floor Sanctuary Buildings, Great Smith Street, London SW1H 3BT

or to such address as specified by the relevant Party in writing to the other Parties.

13. THIRD PARTY RIGHTS

- 13.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the Parties hereto (and any successors in title or assigns or successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

14. LOCAL LAND CHARGES

- 14.1 This Deed shall be registerable as a local land charge by the Council.

15. DISPUTE RESOLUTION

- 15.1 In the event of any dispute between the Council and the Owner and/or the School Owner arising out of this Agreement such dispute may be referred to an Expert and the following provisions shall apply:
- (a) If the Council and the Owner and/or the School Owner are unable to reach agreement on the identity of the Expert within ten (10) Working Days after one Party has given notice to the other of a dispute then the Expert shall be appointed by the President for the time being of RICS.
 - (b) The Expert shall be appointed subject to an express requirement that he reaches his decision on the matter of dispute and communicates it to the Parties in writing within thirty (30) Working Days of his appointment (or such longer or shorter period as agreed between the Owner and/or the School Owner and the Council).
 - (c) The Expert shall be required to give notice to the Council and the Owner and/or the School Owner inviting each Party to submit written submissions and supporting material within ten (10) Working Days of the Expert's appointment and shall be required to give the Owner and/or the School Owner and the Council

a further five (5) Working Days to make counter-submissions to the written submissions of the other Party.

- (d) The decision of the Expert shall be binding upon the Parties save in the case of manifest error.
- (e) The Expert's costs shall be payable by the Council and the Owner and/or the School Owner in such proportion as the Expert may determine or failing such determination shall be borne equally.

16. JURISDICTION

- 16.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

17. ELECTRONIC SEALING AND SIGNING

- 17.1 The Parties hereby agree that for the purposes of the execution of this Deed an electronically affixed seal and/or electronic signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document; and plans and other appendices (as may be applicable) may be electronically signed/initialled; and this Deed may be completed either electronically or in wet ink.

IN WITNESS to the above the Parties have executed and delivered this document as a Deed the day and year first above written

SCHEDULE 1

THE OWNER'S OBLIGATIONS

1. CONTRIBUTIONS

Bus Contribution

- 1.1 The Owner shall pay the Bus Contribution to the Council in the following instalments:
- (a) First instalment: £305,000 (three hundred and five thousand pounds) Index-Linked, payable prior to Occupation of the first Residential Unit in Phase 1.
 - (b) Second instalment: £305,000 (three hundred and five thousand pounds), Index-Linked, payable on or prior to Occupation of the first Residential Unit in Phase 2.
 - (c) Third instalment: £305,000 (three hundred and five thousand pounds), Index-Linked, payable on or prior to Occupation of the first Residential Unit in Phase 3.
 - (d) Fourth instalment: £305,000 (three hundred and five thousand pounds), Index-Linked, payable on or prior to Occupation of the first Residential Unit in Phase 4.
 - (e) Fifth instalment: £305,000 (three hundred and five thousand pounds), Index-Linked, payable on or prior to Occupation of the first Residential Unit in Phase 5.
- 1.2 The Owner shall not Occupy or permit Occupation of the Development (excluding the School Land) until the first instalment of the Bus Contribution has been paid to the Council.
- 1.3 In the event that any instalment of the Bus Contribution is not paid to the Council within the period specified in paragraph 1.1 of this Schedule 1, the Owner shall pay Interest on that instalment of the Bus Contribution from the date that the relevant instalment became due until the date the instalment is paid to the Council.

2. SKILLS, EMPLOYMENT, AND TRAINING

Apprenticeships

- 2.1 The Owner shall use reasonable endeavours to deliver a minimum of twenty seven (27) Apprenticeships during the construction phase of the Development in accordance with a programme to be agreed with the Council PROVIDED THAT for the avoidance of doubt the parties agree that the Apprenticeships may be distributed throughout the construction phase of the Development and no Apprenticeship is required to be maintained for the full duration of the construction phase.
- 2.2 The Apprenticeships to be delivered by the Owner pursuant to paragraph 2.1 of this Schedule 1 shall:
- (a) be accredited Apprenticeships as defined in the National Apprenticeship Framework (or any subsequent or replacement framework agreed between the Owner and the Council);
 - (b) include the cost of wages, support training costs, college release, tools and equipment as necessary for the relevant Apprenticeship;
 - (c) be specifically targeted at persons sourced from local schools, colleges, job centres, work programmes, or jobs brokerages within the Council's administrative area or persons otherwise living within the Council's administrative area;
 - (d) be provided within the workforce employed by the Owner or within the workforce employed by the contractors or sub-contractors procured or appointed by the Owner; and
 - (e) comply with any guidance from the National Apprenticeship Service (or any replacement or subsequent organisation as agreed between the Owner and the Council) which applies to the delivery of the relevant Apprenticeship.
- 2.3 The Owner shall use reasonable endeavours to procure that each apprentice completes the relevant full Apprenticeship programme and if required by the Council shall provide evidence of the steps taken by the Owner to comply with this obligation.

Employment and Training Contribution

- 2.4 In the event that the Owner is unable to deliver one or more of the Apprenticeships required by paragraph 2.1 of this Schedule 1 having used reasonable endeavours to deliver such Apprenticeships, the Owner shall give written notice to the Council that it intends to pay the Employment and Training Contribution in lieu of providing the relevant Apprenticeship(s).

2.5 The Employment and Training Contribution shall be calculated using the following formula:

$$A = (27 - B) \times C$$

Where:

A = the amount of the Employment and Training Contribution

B = the number of Apprenticeships provided by the Owner pursuant to paragraph 2.1 of this Schedule 1

C = £20,000 (twenty thousand pounds) Index Linked being the cost of providing each Apprenticeship

For the purposes of this formula only, Index Linked shall mean index linked from the date of this Deed by an amount equal to the Consumer Price Index plus 2%

2.6 The Owner shall pay the Employment and Training Contribution where required in accordance with paragraph 2.4 above to the Council prior to Occupation of the Development and shall not Occupy or permit Occupation of the Development until the Employment and Training Contribution has been paid.

2.7 The parties agree that upon payment of the Employment and Training Contribution to the Council the Owner shall be released from its obligations pursuant to paragraphs 2.1 to 2.6 of this Schedule 1.

Progression into Employment

2.8 Subject to paragraph 2.9, the Owner shall use reasonable endeavours to deliver:

- (a) sixteen (16) "Progression into Employment (up to 8 months)" work placements during the construction phase of the Development; and
- (b) ten (10) "Progression into Employment (6 months or more)" work placements during the construction phase of the Development.

2.9 The Council shall work with the Owner to identify and propose appropriate, job ready local candidates for the work placements required by paragraph 2.8 above.

2.10 In the event that the Owner is unable (for whatever reason) to deliver one or more of the "Progression into Employment (up to 8 months)" work placements or "Progression into Employment (6 months or more)" work placements required by paragraph 2.8 of this

Schedule 1 due to no appropriate, job ready local candidates coming forward, the Owner shall give notice to the Council and shall submit to the Council such details as the Council may reasonably require of the attempts made to recruit residents of the London Borough of Barnet for the relevant work placements.

Site Visits and Workshops

- 2.11 The Owner shall use reasonable endeavours to deliver during the construction phase of the Development:
- (a) School or College Workshops for a total of not less than eighty seven (87) students, with such School or College Workshops to be delivered either within schools or colleges in the London Borough of Barnet or at the Development; and
 - (b) School or College or University Site Visits for a total of not less than one hundred and fifty (150) students.

Work Experience

- 2.12 The Owner shall use reasonable endeavours to deliver thirty five (35) Work Experience placements during the construction phase of the Development.

Local Employment Agreement

- 2.13 Prior to the Commencement of Development, the Owner shall provide the Council with a local employment agreement in general accordance with the Council's Supplementary Planning Document on Delivering Skills, Employment, Enterprise and Training (October 2014) to provide for the following:
- (a) the Owner shall provide the Council and the Skills and Enterprise Partners with its expected labour forecast for the construction phase of the Development, such forecast to highlight expected skills shortages to enable the Council and the Skills and Enterprise Partners to communicate job opportunities to appropriate, job ready local candidates;
 - (b) the Owner shall provide the Council and the Skills and Enterprise Partners with its expected labour forecast for the end use phase of the Development, such forecast to highlight expected skills shortages to enable the Council and the Skills and Enterprise Partners to communicate job opportunities to appropriate, job ready local candidates;

- (c) the Owner shall use reasonable endeavours to give the Council at least two months' notice of Apprenticeship vacancies;
- (d) the Owner shall use reasonable endeavours to ensure that not less than 30% of the labour force engaged for the construction phase of the Development shall be residents of the London Borough of Barnet;
- (e) the Owner shall use reasonable endeavours to ensure that local suppliers are aware of contract and business opportunities arising from the Development, with the aim of letting not less than 30% of the contracts for the carrying out of the Development to businesses based within the London Borough of Barnet.

2.14 The Owner shall work with the Skills and Enterprise Partners (as nominated by the Council's Skills and Enterprise team) both to advertise the Apprenticeship vacancies locally and also to source eligible candidates from which to recruit to the Apprenticeship vacancies.

3. AFFORDABLE HOUSING

Affordable Housing Base Provision

3.1 The Owner shall provide the Affordable Housing Base Provision on the Land (excluding, for the avoidance of doubt, the School Land) in accordance with this paragraph 3 of Schedule 1 PROVIDED THAT:

- (a) no less than the Affordable Housing Base Provision shall be provided as part of the Development; and
- (b) the total sum of the Affordable Housing Base Provision and any Additional Affordable Housing required pursuant to paragraph 4 of this Schedule 1 shall not exceed the Affordable Housing Cap.

Delivery of Affordable Housing

3.2 The Owner shall ensure that not less than 10 per cent of the Affordable Housing Units are wheelchair accessible.

3.3 The Owner shall ensure that the Affordable Housing Units and any Additional Affordable Housing are designed and constructed in accordance with the Mayor of London, London Housing Design Standards.

3.4 The Owner shall ensure that any Additional Affordable Housing (if applicable) is constructed in accordance with the Additional Affordable Housing Scheme.

Use of Affordable Housing

3.5 The Owner shall not:

- (a) Occupy or permit the Occupation of the Affordable Rented Housing Units for any purpose other than for Affordable Rented Housing for the lifetime of the Development (save for the avoidance of doubt where the Occupier has exercised a statutory right to buy the Affordable Rented Housing Unit);
- (b) Occupy or permit the Occupation of the Shared Ownership Housing Units for any purpose other than for Shared Ownership Housing for the lifetime of the Development (save for the avoidance of doubt where the Occupier has exercised a statutory right to buy the Shared Ownership Housing Unit or has Staircased to 100 per cent equity); or
- (c) Occupy or permit the Occupation of any Additional Affordable Housing (if applicable) for any purpose other than for Affordable Rented Housing or Shared Ownership Housing (as the case may be) for the lifetime of the Development (save for the avoidance of doubt where the Occupier has exercised a statutory right to buy the Affordable Rented Housing Unit or Shared Ownership Housing Unit or in the case of a Shared Ownership Housing Unit has Staircased to 100 per cent equity).

Affordable Rented Housing Units

3.6 The Owner shall provide the Affordable Rented Housing Units in accordance with the following unit size and mix (unless otherwise agreed in writing with the Council) as part of the Development:

Unit size	Number of Units
1 bed	9
2 bed	23
3 bed	6

3.7 The Owner shall agree with the Council the unit size and mix of the Shared Ownership Housing Units to be provided in each of Phases 2 – 5 prior to the Commencement of the relevant Phase.

Shared Ownership Housing Units

- 3.8 The Owner shall provide the Shared Ownership Housing Units in Phase 1 in accordance with the following unit size and mix (unless otherwise agreed in writing with the Council) as part of the Development:

Unit size	Number of Units
1 bed	18
2 bed	39

- 3.9 The Owner shall agree with the Council the unit size and mix of the Shared Ownership Housing Units to be provided in each of Phases 2 – 5 prior to the Commencement of the relevant Phase.
- 3.10 The Shared Ownership Housing Units shall not be sold to any person other than an Eligible Purchaser except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100 per cent equity.

Restriction on Occupation of the Open Market Housing Units

- 3.11 Unless otherwise agreed in writing with the Council, the Owner covenants with the Council:
- (a) not Occupy or permit the Occupation of any of the Open Market Housing Units until it has commenced the construction of the Affordable Housing Units; and
 - (b) not to Occupy or permit the Occupation of more than 50% the Open Market Housing Units until it has terminated all of the Existing Leases.
- 3.12 The Owner shall not Occupy or permit Occupation of more than 75% of the Open Market Housing Units in each Phase until:
- (a) the Affordable Housing Units in that Phase have been constructed as part of the Development and Practically Completed in accordance with the requirements of this paragraph 3 of Schedule 1; and
 - (b) the Owner has transferred a freehold or leasehold interest of not less than 125 years as agreed with the Affordable Housing Provider in each of the abovementioned Affordable Housing Units to the Affordable Housing Provider

free from all encumbrances (other than those on the title of the Land as at the date of this Deed).

Miscellaneous Provisions

- 3.13 The Owner covenants that prior to transferring the freehold or long leasehold interest in the Affordable Housing Units to the Affordable Housing Provider pursuant to paragraph 3.12:
- (a) all public highways sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage and the Owner shall have taken such steps as required on its part to enable adoption by the relevant highway authority or the sewerage authority; and
 - (b) all private roads, footpaths, sewerage, and drainage and all service systems for water, gas, electricity and telecommunications serving the Affordable Housing Units shall be in place and constructed and completed to the satisfaction of the Council acting reasonably.
- 3.14 The Owner shall ensure that the price paid by the Affordable Housing Provider in consideration of the transfer of the freehold or long leasehold interest in the Affordable Housing Units shall be at a level that allows the Affordable Rented Housing Units to be let as Affordable Rented Housing and allows the Shared Ownership Housing Units to be sold on an equity basis whereby Eligible Purchasers acquire an initial share of not less than 25% and not greater than 75% of the relevant Shared Ownership Housing Unit.
- 3.15 The Owner shall procure that the Affordable Housing Provider:
- (a) grants to the Council the exclusive right to nominate eligible households in housing need to all Affordable Housing Units in accordance with the Council's published housing allocations policy and the provisions of this Deed; and
 - (b) if required by the Council, enters into a Nominations Agreement with the Council in respect of the Affordable Rented Housing Units.
- 3.16 The Owner shall not Occupy or permit Occupation of any Affordable Rented Housing Unit until the Council has been granted exclusive nomination rights in respect of that Affordable Rented Housing Unit in accordance with paragraph 3.13 above.

4. VIABILITY REASSESSMENT

Notices

- 4.1 The Owner shall give written notice to the Council as soon as reasonably practicable following the Substantial Implementation Date, such notice to be accompanied by documentary evidence confirming that the Substantial Implementation Date has occurred and the date on which it occurred.
- 4.2 The Owner shall give written notice to the Council as soon as reasonably practicable following the date upon which 75% of the Open Market Housing Units have been sold or let, such notice to be accompanied by documentary evidence confirming that the sale or letting of 75% of the Open Market Housing Units has occurred and the date on which it occurred.

Viability Review Triggers

- 4.3 If the Substantial Implementation Date occurs after the Review Date the Owner shall carry out and submit to the Council a Viability Review within twenty (20) Working Days of the Substantial Implementation Date in accordance with the provisions of this paragraph 4 (the "**Early Stage Review**"). The purpose of the Early Stage Review is to identify whether or not it is viable for the Owner to provide Additional Affordable Housing as part of a Subsequent Phase of the Development. For the avoidance of doubt, if the Substantial Implementation Date occurs on or before the Review Date the Owner shall not be required to carry out an Early Stage Review.
- 4.4 The Owner shall carry out and submit a Viability Review within twenty (20) Working Days of the date upon which 75% of the Open Market Housing Units have been sold or let (the "**Late Stage Review**"). The purpose of the Late Stage Review is to identify whether or not it is viable for the Owner to make a Late Stage Review Contribution towards the provision of offsite Affordable Housing within the London Borough of Barnet. For the avoidance of doubt, the Owner shall be required to carry out the Late Stage Review whether or not an Early Stage Review was triggered pursuant to paragraph 4.3.

Submission of Development Viability Review Information

- 4.5 When submitting a Viability Review pursuant to paragraph 4.3 or 4.4 of this Schedule 1 the Owner shall also submit to the Council:
- (a) in the case of a Viability Review pursuant to paragraph 4.3:

- (i) a written statement confirming whether or not in the Owner's view the Early Stage Review identifies that Additional Affordable Housing can be provided; and
 - (ii) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme;
- (b) in the case of a Viability Review pursuant to paragraph 4.4:
 - (i) a written statement confirming whether or not in the Owner's view the Late Stage Review identifies that a Late Stage Review Contribution can be provided; and
 - (ii) where such written statement confirms that Late Stage Review Contribution can be provided the proposed amount of the Late Stage Review Contribution.

Assessment of Viability Review

- 4.6 As soon as reasonably practicable and in any event within ten (10) Working Days after receipt of the Viability Review and the information required pursuant to paragraph 4.5, the Council acting reasonably shall notify the Owner in writing whether or not the Viability Review (including the Owner's view on the provision of Additional Affordable Housing or a Late Stage Review Contribution as the case may be) is agreed and where the Viability Review is not agreed the Council shall specify in full its reasons and the further information required.
- 4.7 In the event that the Council reasonably requires any further information or supporting evidence relating to the Viability Review then the Owner shall provide any such information to the Council as soon as practicable and in any event within ten (10) Working Days of receiving the relevant written request.
- 4.8 The procedure set out in paragraphs 4.6 and 4.7 shall be repeated until the Council has all of the information that it reasonably requires to determine whether the Viability Review is agreed and as soon as practicable following receipt of such information the Council shall serve written notice on the Owner that the Viability Review is agreed or not agreed.
- 4.9 The Owner will pay to the Council its actual and reasonable costs incurred in assessing the Viability Review up to a maximum of £20,000 (twenty thousand pounds) such costs to be paid to the Council within twenty (20) Working Days of receipt of a written request for payment detailing the costs incurred.

- 4.10 In the event of a dispute arising between the Council and the Owner in relation to the Viability Review (including as to whether the Council has all of the information that it reasonably requires pursuant to paragraph 4.8 and as to whether the Viability Review is agreed) either party may refer the dispute to an Expert and the provisions of clause 15 shall apply.

Delivery of Additional Affordable Housing

- 4.11 Where it is agreed or determined pursuant to paragraphs 4.6 to 4.10 that Additional Affordable Housing is required under the Early Stage Review the Owner shall provide the Additional Affordable Housing in the relevant Subsequent Phase in accordance with an Additional Affordable Housing Scheme approved by the Council (such approval not to be unreasonably withheld or delayed).
- 4.12 The Owner shall not Occupy or permit Occupation of more than 75% of the Open Market Housing Units within each of the Subsequent Phases until:
- (a) all of the Additional Affordable Housing (if any) which is to be provided within the relevant Phase pursuant to the approved Additional Affordable Housing Scheme has been Practically Completed and made ready for Occupation;
 - (b) the Owner has transferred all of the Additional Affordable Housing which is to be provided within the relevant Phase to an Affordable Housing Provider by way of the grant of a freehold or a leasehold interest of not less than one hundred and twenty five (125) years as agreed with the Affordable Housing Provider;
 - (c) the Owner has paid to the Council any financial contribution identified in the Additional Affordable Housing Scheme as being payable on the basis that it was not capable of providing one or more complete units of Additional Affordable Housing, such contribution to be applied by the Council towards the delivery of offsite Affordable Housing within the London Borough of Barnet; and
 - (d) the Owner has procured that the Affordable Housing Provider grants to the Council the exclusive right to nominate eligible households to the Additional Affordable Housing and, if required by the Council, enters into a Nominations Agreement with the Council in respect of any Additional Affordable Housing which comprises Affordable Rented Housing in the relevant Phase (and no such Affordable Rented Housing shall be Occupied until the Owner has complied with this clause),

PROVIDED THAT for the avoidance of doubt the Owner shall be released from the Occupation restriction at paragraph 4.12 on a Phase by Phase basis following satisfaction of the requirements at paragraph 4.12 (a) to (d) in respect of each relevant Phase.

- 4.13 The Owner and the Council agree that the terms of paragraph 3 of this Schedule 1 shall apply where relevant and with all necessary modifications to the provision of any Additional Affordable Housing.

Late Stage Review Contribution

- 4.14 Where it is agreed or determined pursuant to paragraphs 4.6 to 4.10 that a Late Stage Review Contribution is required pursuant to the Late Stage Review the Owner shall not Occupy or permit Occupation of more than 90% of the Open Market Housing Units within the Development until the Late Stage Review Contribution has been paid to the Council.

5. TRAVEL PLANS AND SUSTAINABLE TRANSPORT

Travel Plan Champions

- 5.1 The Owner, and in respect of the School, the School Owner, covenants with the Council to appoint a:
- (a) Residential Travel Plan Champion prior to Occupation of any of the Residential Units and the Owner shall notify the Council in writing of the name and contact details of the Residential Travel Plan Champion within ten (10) Working Days of such appointment;
 - (b) Commercial Travel Plan Champion prior to the Occupation of any part of the Commercial Element and the Owner shall notify the Council in writing of the name and contact details of the Commercial Travel Plan Champion within ten (10) Working Days of such appointment;
 - (c) School Travel Plan Champion prior to the Occupation of the School and the Owner shall notify the Council in writing of the name and contact details of the School Travel Plan Champion within ten (10) Working Days of such appointment; and
 - (d) Nursery Travel Plan Champion prior to the Occupation of the Nursery and the Owner shall notify the Council in writing of the name and contact details of the Nursery Travel Plan Champion within ten (10) Working Days of such appointment.

- 5.2 The Owner, and in respect of the School, the School Owner, covenants that the role of the:
- (a) Residential Travel Plan Champion shall remain in place for not less than five years following the first Occupation of any Residential Unit;
 - (b) Commercial Travel Plan Champion shall remain in place for not less than five years following the first Occupation of the Commercial Element;
 - (c) School Travel Plan Champion shall remain in place for not less than five years following the first Occupation of the School; and
 - (d) Nursery Travel Plan Champion shall remain in place for not less than five years following the first Occupation of the Nursery.
- 5.3 The Owner shall ensure that at all times while the role of the Travel Plan Champions remains in place, one of the Travel Plan Champions appointed pursuant to paragraph 5.1 of this Schedule 1 (but not the School Travel Plan Champion) shall be appointed as the Overarching Travel Plan Champion and shall have overall responsibility for implementing, monitoring, and reviewing the Travel Plans and for liaising with the other Travel Plan Champions in relation to the same.
- 5.4 The Owner and/or School Owner (as applicable) shall notify the Council of any changes in the appointment or details of any of the Travel Plan Champions appointed pursuant to paragraph 5.1 of this Schedule 1 within ten (10) Working Days of such change occurring.

Residential Travel Plan

- 5.5 The Owner shall submit a draft Residential Travel Plan to the Council for approval no later than three months prior to the first Occupation of the Residential Units.
- 5.6 The Owner shall not Occupy or permit Occupation of any Residential Unit until the Residential Travel Plan which includes the provision of a minibus service at the Owner's cost from the Development to Arnos Grove underground station and New Southgate underground station has been approved by the Council (such approval not to be unreasonably withheld or delayed).
- 5.7 The Owner shall undertake an iTrace / TRICS compliant survey of the Occupiers of and visitors to the Residential Units within one month of the first, third and fifth anniversary of the first Occupation of the Residential Units.

- 5.8 The Owner shall submit a Travel Plan Review to the Council within one month of the completion of each of the surveys required by paragraph 5.7 of this Schedule 1 together with any revisions to the Residential Travel Plan required in light of the results of the survey.
- 5.9 The Owner shall further revise the Residential Travel Plan to take into account any reasonable comments made by the Council within one month of submission of the Travel Plan Review and revisions submitted pursuant to paragraph 5.8 of this Schedule 1.
- 5.10 The Owner shall publicise the Residential Travel Plan (and any revised Residential Travel Plan) within the Development within one month of the Council approving the same.
- 5.11 The Owner shall implement the Residential Travel Plan (as revised from time to time in accordance with this Schedule) in accordance with the dates and time frames set out in the approved Residential Travel Plan.
- 5.12 In the event that the objectives and / or targets set out in the approved Residential Travel Plan have not been met then the Owner shall propose measures to meet those objectives and / or targets for the Council's approval as part of the Travel Plan Reviews required by this Schedule.

Commercial Travel Plan

- 5.13 The Owner shall submit a draft Commercial Travel Plan to the Council for approval no later than three months prior to the first Occupation of the Commercial Element.
- 5.14 The Owner shall not Occupy or permit Occupation of the Commercial Element until the Commercial Travel Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed).
- 5.15 The Owner shall undertake an iTrace / TRICS compliant survey of the staff, customers, and visitors to the Commercial Element within one month of the first, third and fifth anniversary of the first Occupation of the Commercial Element.
- 5.16 The Owner shall submit a Travel Plan Review to the Council within one month of the completion of each of the surveys required by paragraph 5.15 of this Schedule 1 together with any revisions to the Commercial Travel Plan required in light of the results of the survey.

- 5.17 The Owner shall further revise the Commercial Travel Plan to take into account any reasonable comments made by the Council within one month of submission of the Travel Plan Review and revisions submitted pursuant to paragraph 5.16 of this Schedule 1.
- 5.18 The Owner shall publicise the Commercial Travel Plan (and any revised Commercial Travel Plan) within the Development within one month of the Council approving the same.
- 5.19 The Owner shall implement the Commercial Travel Plan (as revised from time to time in accordance with this Schedule) in accordance with the dates and time frames set out in the approved Commercial Travel Plan.
- 5.20 In the event that the objectives and / or targets set out in the approved Commercial Travel Plan have not been met then the Owner shall propose measures to meet those objectives and / or targets for the Council's approval as part of the Travel Plan Reviews required by this Schedule.

School Travel Plan

- 5.21 The School Owner shall submit a draft School Travel Plan to the Council for approval no later than three months prior to the first Occupation of the School.
- 5.22 The School Owner shall not Occupy or permit Occupation of the School until the School Travel Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed).
- 5.23 The School Owner shall undertake an iTrace / TRICS compliant survey of the School staff, pupils, parents and caregivers, and visitors within one month of the first, third and fifth anniversary of the first Occupation of the School.
- 5.24 The School Owner shall submit a Travel Plan Review to the Council within one month of the completion of each of the surveys required by paragraph 5.23 of this Schedule 1 together with any revisions to the School Travel Plan required in light of the results of the survey.
- 5.25 The School Owner shall further revise the School Travel Plan to take into account any reasonable comments made by the Council within one month of submission of the Travel Plan Review and revisions submitted pursuant to paragraph 5.24 of this Schedule 1.
- 5.26 The School Owner shall publicise the School Travel Plan (and any revised School Travel Plan) within the Development within one month of the Council approving the same.

- 5.27 The School Owner shall implement the School Travel Plan (as revised from time to time in accordance with this Schedule) in accordance with the dates and time frames set out in the approved School Travel Plan.
- 5.28 In the event that the objectives and / or targets set out in the approved School Travel Plan have not been met then the School Owner shall propose measures to meet those objectives and / or targets for the Council's approval as part of the Travel Plan Reviews required by this Schedule.

Nursery Travel Plan

- 5.29 The Owner shall submit a draft Nursery Travel Plan to the Council for approval no later than three months prior to the first Occupation of the Nursery.
- 5.30 The Owner shall not Occupy or permit Occupation of the Nursery until the Nursery Travel Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed).
- 5.31 The Owner shall undertake an iTrace / TRICS compliant survey of the Nursery staff, pupils, parents and caregivers, and visitors within one month of the first, third, and fifth anniversary of the first Occupation of the Nursery.
- 5.32 The Owner shall submit a Travel Plan Review to the Council within one month of the completion of each of the surveys required by paragraph 5.31 of this Schedule 1 together with any revisions to the Nursery Travel Plan required in light of the results of the survey.
- 5.33 The Owner shall further revise the Nursery Travel Plan to take into account any reasonable comments made by the Council within one month of submission of the Travel Plan Review and revisions submitted pursuant to paragraph 5.32 of this Schedule 1.
- 5.34 The Owner shall publicise the Nursery Travel Plan (and any revised Nursery Travel Plan) within the Development within one month of the Council approving the same.
- 5.35 The Owner shall implement the Nursery Travel Plan (as revised from time to time in accordance with this Schedule) in accordance with the dates and time frames set out in the approved Nursery Travel Plan.
- 5.36 In the event that the objectives and / or targets set out in the approved Nursery Travel Plan have not been met then the Owner shall propose measures to meet those objectives and / or targets for the Council's approval as part of the Travel Plan Reviews required by this Schedule.

Travel Plan Monitoring Fee

- 5.37 The Owner shall pay the Travel Plan Monitoring Fee to the Council in the following instalments:
- (a) 20% on Occupation of the School; and
 - (b) 80% on Occupation of the Development, excluding the School.
- 5.38 The Owner shall not Occupy or permit Occupation of the School or the remainder of the Development until the Travel Plan Monitoring Fee in respect of that part has been paid to the Council.

6. SCHOOL LAND TRANSFER

- 6.1 Unless otherwise agreed in writing with the Council, the Owner shall not Occupy or permit Occupation of the Development until:
- (a) the School Land has been levelled and remediated to a standard appropriate to its end use as a School and to the satisfaction of the Council (acting reasonably) and all such public roads, sewers, gas, water, electricity and telecommunications services necessary for its end use as a School have been provided to the boundary of the School Land such that it is capable of being subsequently connected to those roads and services for the purposes of the development of the School;
 - (b) where the School Land vehicle entrance/exit does not directly abut an existing adopted public highway, the Owner has completed a Section 38 Agreement or otherwise entered into a binding legal arrangement on terms acceptable to the Council (acting reasonably) at the Owner's cost to ensure that permanent vehicle entrance/exit access is provided from the School Land to an adopted public highway for use by the public prior to the opening of the School;

7. COMMUNITY USE

- 7.1 The Owner and the School Owner shall enter into the Community Use Agreement with the Council in consultation with Sport England prior to Occupation of any Subsequent Phase of the Development.
- 7.2 The Community Use Agreement shall include details of:
- (a) the specification for the Community Sports Facilities;
 - (b) the proposed timetable for the delivery of the Community Sports Facilities;

- (c) the days and times outside of School hours during which the completed Community Sports Facilities will be available for community use;
- (d) the pricing policies for the use of buildings, playing pitches and the multi-use games area; and
- (e) the arrangements for the ongoing management and maintenance of the Community Sports Facilities by or on behalf of the owner of the School Land including management responsibilities and a mechanism for review.

7.3 Unless otherwise agreed in writing with the Council, the Owner shall not Occupy or permit Occupation of any Subsequent Phase of the Development until the Community Use Agreement has been completed.

7.4 The Community Sports Facilities shall be delivered, managed, and maintained in accordance with the approved Community Use Agreement (or any amended or replacement Community Use Agreement agreed between the Owner and the Council in writing) for the lifetime of the Development AND FOR THE AVOIDANCE OF DOUBT this obligation shall be the responsibility of the long leasehold owner of the School Land or where there is no long leasehold owner, the freeholder of the School Land from time to time.

8. SME BUSINESS SPACE

8.1 The Owner shall submit the draft SME Business Space Plan to the Council within six months of Commencement of Development of the Commercial Element of the Development.

8.2 The SME Business Space Plan shall include details of:

- (a) the location of the SME Business Space within the Commercial Element of the Development;
- (b) the proposed unit sizes within the SME Business Space which shall be sufficiently flexible to cater to the changing needs of micro, small and medium-sized enterprises e.g. through the use of modular offices and demountable panel systems;
- (c) the proposed occupancy arrangements for the SME Business Space which shall include a range of options appropriate to the needs of micro, small and medium-sized enterprises e.g. monthly licences and short term leases at rent levels which

encourage enterprise and are accessible to micro, small and medium sized enterprises in consultation with the Council;

- (d) the proposed arrangements for marketing the SME Business Space to micro, small, and medium-sized enterprises including local start-ups; and
- (e) the proposed arrangements for ensuring that the SME Business Space is retained for the use of micro, small, and medium-sized enterprises for the lifetime of the Development.

8.3 Unless otherwise agreed in writing with the Council, the Owner shall not Occupy or permit Occupation of the Commercial Element until the SME Business Space Plan has been approved by the Council (such approval not to be unreasonably withheld or delayed).

8.4 The SME Business Space shall be delivered, managed, and maintained in accordance with the approved SME Business Space Plan (or any amended or replacement SME Business Space Plan agreed between the Owner and the Council in writing) for the lifetime of the Development and not used for any other purpose unless otherwise agreed with the Council in writing.

9. HIGHWAY WORKS

Brunswick Park Road Works

9.1 The Owner shall not Commence or permit Commencement of the Development until it has entered into a Highway Agreement with the relevant highway authority to secure the delivery of the Brunswick Park Road Works including the dedication as public highway of such part of the Brunswick Park Road Works as may be required by the relevant highway authority.

9.2 The Highway Agreement entered into pursuant to paragraph 9.1 may either provide for the Owner to execute the Brunswick Park Road Works or for the relevant highway authority to execute the Brunswick Park Road Works at the Owner's cost. The Owner shall notify the Council in writing at least three months prior to the Commencement of Development whether it will carry out the Brunswick Park Road Works itself or whether it will meet the cost of the relevant highway authority carrying out the Brunswick Park Road Works.

9.3 In the event that the Highway Agreement entered into pursuant to paragraph 9.1 provides for the Owner to execute the Brunswick Park Road Works, the Owner shall not Occupy or permit Occupation of Phase 1 until the Brunswick Park Road Works have

been practically completed to the reasonable satisfaction of the relevant highway authority as evidenced by the issue of a Completion Certificate pursuant to the Highway Agreement, unless otherwise agreed between the Owner and the Council.

- 9.4 In the event that the Highway Agreement entered into pursuant to paragraph 9.1 provides for the relevant highway authority to execute the Brunswick Park Road Works at the Owner's cost:
- (a) the Owner shall not Commence or permit Commencement of the Development until it has paid to the Council the full cost of the Brunswick Park Road Works as set out in the Highway Agreement, unless otherwise agreed between the Owner and the Council; and
 - (b) upon receipt of the sum due pursuant to paragraph 9.4(a) of this Schedule 1, the Council shall promptly and diligently execute the Brunswick Park Road Works in accordance with the programme, specification, and other requirements set out in the Highway Agreement or in the event that the Council is not the relevant highway authority under the Highway Agreement, the Council shall pass the sum received pursuant to paragraph 9.4(a) of this Schedule 1 to the relevant highway authority as soon as practicable following receipt to be applied towards the execution of the Brunswick Park Road Works.

Weirdale Link Works

- 9.5 The Owner shall not Commence Development or permit Commencement of Development of any Subsequent Phase until it has entered into a permissive path agreement with the Council for the provision of the Weirdale Link for use by the public for the lifetime of the Development, unless otherwise agreed in writing between the Owner and the Council.
- 9.6 The Owner shall not Occupy or Permit Occupation of any Subsequent Phase until the Weirdale Link Works have been practically completed to the reasonable satisfaction of the Council and the Weirdale Link has been opened for use by pedestrians and cyclists, unless otherwise agreed between the Owner and the Council.
- 9.7 Following the opening of the Weirdale Link, the Owner shall ensure that the Weirdale Link is open for use by the general public on foot or on bicycle (non-motorised) at all times during daylight hours PROVIDED THAT the Owner may close the Weirdale Link in the event of fire, flooding, or other disaster, or in the event of security risk or risk to public safety, or to the extent necessary to carry out maintenance, cleaning, or other works (provided that all such works shall be undertaken in such a way as to minimise

the disruption to the public), or otherwise for such temporary period (not exceeding one day per calendar year) as necessary to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

- 9.8 For the avoidance of doubt, the Weirdale Link will remain private land and nothing in this Deed shall have the effect of dedicating or vesting the Weirdale Link as public land or public highway.

Section 278 Works

- 9.9 The Owner shall not Commence or permit the Commencement of the Section 278 Works until it has entered into a Highway Agreement with the Council to secure the delivery of the Section 278 Works.
- 9.10 In the event of a dispute arising between the Council and the Owner in relation to the scope of the Section 278 Works then either Party may refer the dispute to an Expert and the provisions of clause 15 shall apply.
- 9.11 The Owner shall not Occupy or permit Occupation of any Phase of the Development until the Section 278 Works relating to that Phase have been practically completed to the reasonable satisfaction of the Council and / or relevant highway authority as evidenced by the issue of a Completion Certificate pursuant to the Highway Agreement for the Section 278 Works, unless otherwise agreed with the Council.

10. PUBLIC OPEN SPACE

- 10.1 The Owner shall deliver the Public Open Space as part of the Development.
- 10.2 The Owner shall not Occupy or permit Occupation of any Phase of the Development until the Public Open Space that is required to be delivered as part of the preceding Phase has been practically completed to the reasonable satisfaction of the Council and opened to the public PROVIDED THAT for the avoidance of doubt the Owner shall be released from the Occupation restriction in this paragraph 10.2 on a Phase by Phase basis following satisfaction of the Public Open Space requirement for the preceding Phase.
- 10.3 The Owner shall maintain the Public Open Space in a clean and tidy condition for the lifetime of the Development and shall not use the Public Open Space land other than as publicly accessible open space.
- 10.4 The Owner shall ensure that the Public Open Space is accessible to the general public at all times during daylight hours without restriction for the lifetime of the Development

along the internal roads and will erect the necessary signs to inform the public that they are permitted to use such roads PROVIDED THAT the Owner may close or restrict access to the Public Open Space in the event of fire, flooding, or other disaster, or in the event of security risk or risk to public safety, or to the extent necessary to carry out maintenance, cleaning, or other works (provided that all such works shall be undertaken in such a way as to minimise the disruption to the public), or otherwise for such temporary period (not exceeding one day per calendar year) as necessary to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

10.5 For the avoidance of doubt, the Public Open Space will remain private land and nothing in this Deed shall have the effect of dedicating or vesting the Public Open Space as public land or public highway.

11. Carbon Offset

11.1 On or prior to Commencement of each Phase (excluding Phase 0) the Owner shall pay to the Council an instalment of the Estimated Carbon Offset Contribution as follows:

- (a) 20% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development Phase of 1
- (b) 20% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development of Phase 2
- (c) 20% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development of Phase 3
- (d) 20% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development of Phase 4
- (e) 20% of the Estimated Carbon Offset Contribution prior to Commencement of Development of Phase 5

11.2 The Owner covenants not to Commence or permit Commencement of Phases 1 – 5 until it has paid the Council the Estimated Carbon Offset Contribution for that Phase.

11.3 The Owner shall within six months (or other such period agreed in writing by the Council) of Practical Completion of a Phase submit the Post Construction Assessment for that Phase to the Council together with:-

- (a) the Owner's calculation of the Actual CO₂ Offset Contribution for that Phase in accordance with the As Built Part L Calculations; and

- (b) the Owner's calculation of the difference between the Estimated Offset Contribution for that Phase and the Actual CO2 Offset Contribution for that Phase.
- (c) Prior to Occupation of not more than 80% of Residential Units within the relevant Phase the Owner shall agree the calculation of the Actual CO2 Offset Contribution for that Phase in writing with the Council or in default of agreement as determined by the Expert in accordance with clause 15 of this Deed and within one (1) month of such agreement between the Parties or determination by the Expert:-
- (d) In the event the Actual CO2 Offset Contribution for that Phase is greater than the Estimated Carbon Offset Contribution for that Phase, the Owner shall pay to the Council the Additional Carbon Offset Contribution; or
- (e) In the event the Actual CO2 Offset Payment for that Phase is less than the Estimated Carbon Offset Contribution for that Phase, the Council shall refund to the Owner the difference between the two amounts.

11.4 The Owner covenants not to occupy or permit Occupation of more than 80% of the Residential Units in each Phase until it has complied with the obligation in paragraph 11.3(a) of this Schedule 1.

12. Monitoring Contribution

12.1 The Owner shall pay the Monitoring Contribution prior to Commencement of Phase 1.

12.2 The Owner covenants not to Commence or permit the Commencement of Phase 1 until the Monitoring Contribution has been paid in full.

13. Provision of Community and Healthcare Space

13.1 The Owner shall not Occupy or permit Occupation of more than 75% of the Open Market Housing Units within Phase 3 until:

- (a) the Community and Healthcare Space has been constructed to shell and core; and
- (b) the Owner has transferred a freehold or leasehold interest of not less than 99 years to CWC Estates CIC, or such alternative provider as agreed in writing with the Council.

13.2 The lease for the Community and Healthcare Space shall:

- (a) be for a peppercorn rent with a service charge directly related to the Community and Healthcare Space's uses only;
- (b) permit the use of the Community and Healthcare Space for uses within Class E of the Town and Country Planning (Use Classes) Order 1987; and
- (c) include the use of appropriate car parking and an ambulance bay in locations to be approved in writing by the Council.

14. Reptile Receptor Site Protection, Management and Monitoring

- 14.1 Prior to the implementation (as defined in section 56(4) of the 1990 Act, of each of Phase 1 and Phase 2 the Owner shall submit to the Council for approval a draft Reptile Mitigation and Monitoring Plan.
- 14.2 The Owner shall not implement Phase 1 or Phase 2 until the Reptile Mitigation and Monitoring Plan for the relevant Phase has been approved by the Council.
- 14.3 The Owner shall comply with the Reptile Mitigation and Monitoring Plan throughout the development of Phase 1 and Phase 2.

15. Parking Restrictions

- 15.1 The Owner covenants:
 - (a) that prior to disposal of each of the Residential Units, it shall inform the prospective purchasers, lessees, tenants or occupiers of each of the Residential Units that they shall not be eligible to apply to the Council for a Residents Parking Permit or Visitors Parking Permit for the purpose of parking a motor vehicle within the CPZ (unless they are the holder of a Disabled Person's Badge);
 - (b) not to knowingly permit any prospective purchasers, lessees, tenants or occupiers of any of the Residential Units to apply to the Council for a Residents Parking Permit or Visitors Parking Permit for the purpose of parking a motor vehicle within the CPZ (unless they are the holder of a Disabled Person's Badge); and
 - (c) to use reasonable endeavours to procure that any Residents Parking Permit or Visitors Parking Permit issued in error in respect of any of the Residential Units is surrendered to the Council within seven (7) Working Days of written demand (excluding permits issued to the holder of a Disabled Person's Badge).
- 15.2 The Owner covenants that all material used for advertising or marketing the disposal of the Residential Units shall give notice to the prospective purchasers, lessees, tenants or

occupiers of the Residential Units that they will not be eligible to apply for a Residents Parking Permit or a Visitors Parking Permit (unless they are the holder of a Disabled Person's Badge).

- 15.3 The Owner shall procure that every agreement entered into for the disposal of any of the Residential Units contains the following covenant (or a covenant in similar form):

“the [insert details as appropriate] (and their successors in title) being the owner or owners for the time being of the terms of years hereby granted covenant with the... [insert details as appropriate] and separately with the Mayor and Burgesses of the London Borough of Barnet not to apply for nor knowingly permit an application to be made to Barnet Council by any person residing in the premises for a residents or visitors car parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under Section 1 of the Contracts (Rights of Third Parties) Act 1999.”

- 15.4 For the avoidance of doubt the provisions of paragraph 15 of this Schedule shall apply to each new and subsequent purchaser, lessee, tenant or occupier of any of the Residential Units.

- 15.5 The Owner acknowledges for itself and its successors in title to the Land that the provisions of paragraph 15 of this Schedule shall remain in force for the lifetime of the Development.

SCHEDULE 2
THE COUNCIL'S OBLIGATIONS

1. USE AND REPAYMENT OF CONTRIBUTIONS

- 1.1 The Council covenants to use each of the financial contributions paid by the Owner under this Deed only for the purpose specified in this Deed for which the relevant contribution was paid and for no other purpose.
- 1.2 The Council covenants not to pay any part of the Bus Contribution to TfL until it has received written confirmation from TfL that it will use the Bus Contribution to provide additional bus services on the number 382 bus route and for no other purpose.
- 1.3 If any financial contribution or part of any financial contribution paid by the Owner under this Deed has not been spent (or contractually committed to be spent) by the Council after ten years from the date that the financial contribution or relevant part of the financial contribution was paid then the Council shall repay the unexpended balance (together with all interest accrued) to the person who paid the contribution within two months of receipt of a written notice of demand for repayment.
- 1.4 The Council shall deposit all financial contributions paid by the Owner pursuant to this Deed into an interest bearing account for the duration that the financial contributions remain unexpended by the Council.

APPENDIX 1

Plans

1. The Land and Phasing Plan (Plan 1)
2. School Land (Plan 2)
3. Community Sport Facilities (Plan 3)
4. Brunswick Park Road Works (Plan 4)
5. Weirdale Link and Section 278 Works (Plan 5)
6. Public Open Space (Plan 6)



General Notes

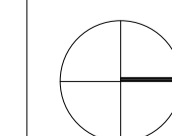
- | | |
|--|---|
| <p>1. Development Zones (within which development can occur) and public open spaces are identified on drawing number 211_WS_02_01</p> <p>2. Access and circulation routes are identified on Drawing number 211_WS_02_02.</p> <p>3. Landscape treatments are identified on drawing number 211_WS_02_03</p> <p>4. Allowable uses at ground floor frontages are identified on Drawing number 211_WS_02_04</p> | <p>4. Allowable uses at ground floor frontages are identified on Drawing number 211_WS_02_04</p> <p>5. Proposed site ground levels, heights, allowable horizontal and vertical deviations are identified on Drawing number 211_WS_02_05</p> |
|--|---|

Additional Notes

1. Refer to Section 5 of the Design Principles Document for further guidance on the Development Zone.
2. Refer to section 4 of the Design Principles Document for further guidance on the Public Open Space Zones, access routes typologies, and landscaping treatments of streets and spaces.
3. Refer to section 3 of the Design Principles Document for further guidance on the streets and circulation routes.

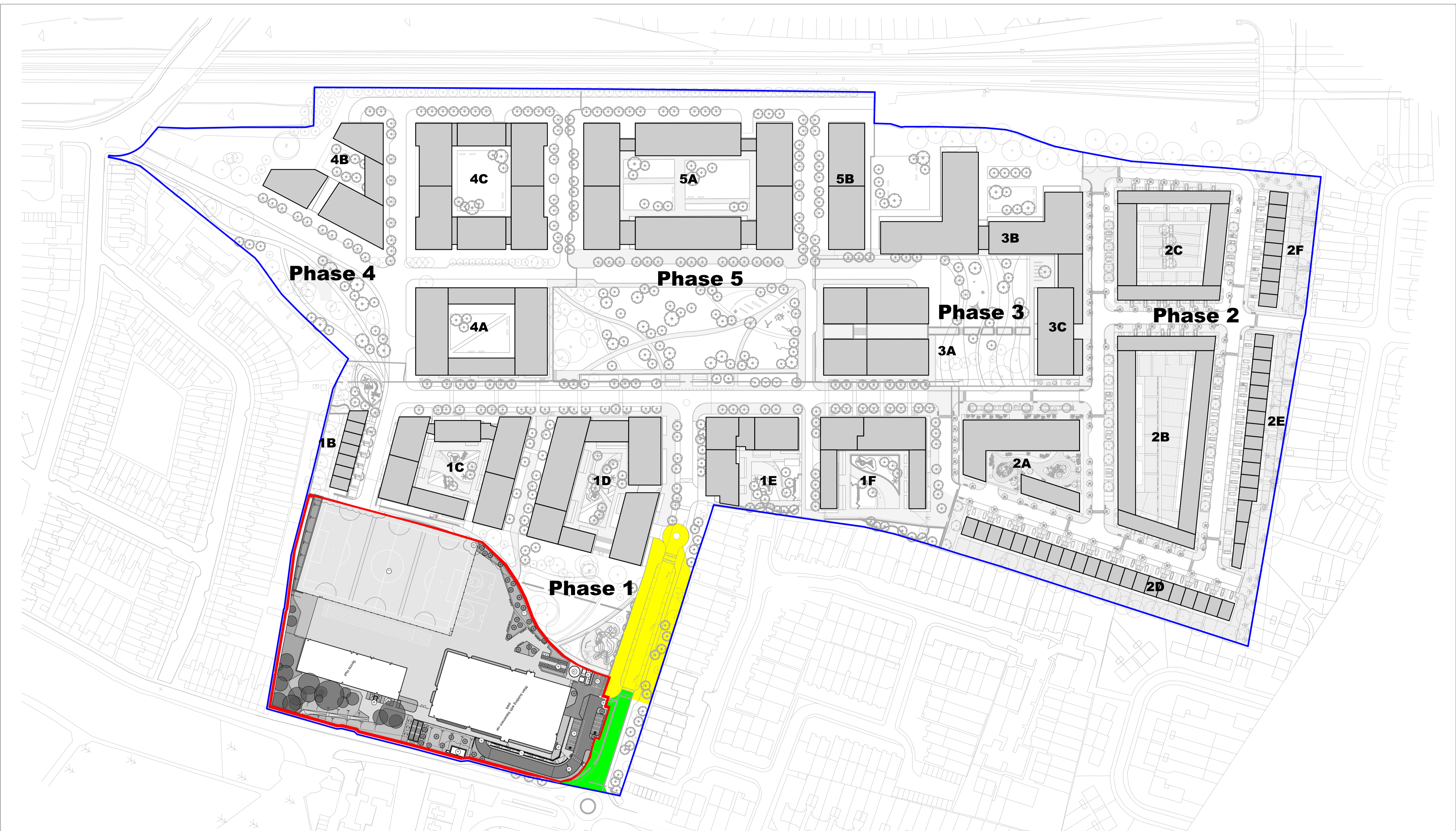
REV.	DATE:	DETAILS:	INITIALS:
A	11/02/2022	Adjustment to Phasing Lines	JG

NORTH POINT: KEY PLAN:



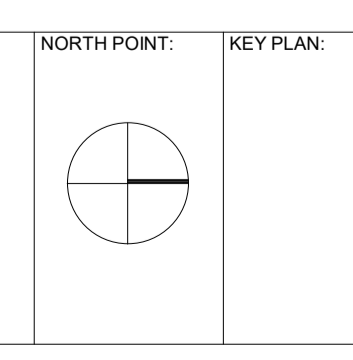
		Chancery Lane, Dublin 8, Ireland. W: www.plusarchitecture.ie T: 353 (0) 1 521 3378	
PROJECT:	North London Business Park	PROJECT:	211
CLIENT:	The Corner Group	DATE:	11/02/2022
TITLE:	Site Plan	DRAWING NO.:	211_WS_02_06
ISSUE TYPE:	Planning	REVISION NO.:	A
		DRAWN BY.:	JG
		CHECKED BY.:	DT
		SCALE AT A1.:	1:1000
		SCALE AT A3.:	1:2000

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REV.	DATE	DETAILS	INITIALS

- LEGEND**
- Estate Site Boundary
 - Property Demised
 - Access Road
 - Drop Off Area



		<small>Chancery Lane, Dublin 6, Ireland. W: www.plusarchitecture.ie T: 353 (0) 1 521 3378</small>	
PROJECT:	North London Business Park	PROJECT:	211
CLIENT:	The Corner Group	DRAWING NO.:	211_WS_02_13
TITLE:	Demise Plan	DRAWN BY.:	JG
ISSUE TYPE:	Planning	CHECKED BY.:	DT
		DATE:	21/06/2021
		REVISION NO.:	
		SCALE AT A1.:	1:1000
		SCALE AT A3.:	1:2000

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- KEY
- (A) Vehicle Entrance (with sliding gate)
 - (B) Vehicle Exit
 - (C) 2no. Mini Bus Parking
 - (D) Bin store
 - (E) Cycle parking
72no. standard spaces
6 no. widened spaces
 - (F) Car park with delivery/refuse bay
5no. visitor bays and 5no. accessible bays
 - (G) Access control to basement parking
 - (H) Visitor cycle parking
12no. Spaces
 - (I) Pedestrian access to main entrance
 - (J) Landscape buffer between school site and open space
 - (K) Substation with adjacent pull in bay
 - (L) Artificial Grass Sports Surface
 - (M) Cycle parking
50no. standard spaces
 - (N) Basement vent and raised planter
 - (O) Access to sports pitch and ball retrieval
 - (P) Basement car park entrance/exit.
61no. Standard parking spaces
8no. motor cycle spaces
3no. accessible spaces
28no. Bike spaces (14 hoops)
 - (Q) Sprinkler tank and pump house

Communal Sports

Sports pitch rotated and moved north to avoid pinch point of retaining wall adjacent neighbouring properties. Thames water access arrangement added and substation location shifted slightly to suit. Correct substation, gas meter housing and LV enclosure sizes shown. Access barrier to basement car park and access road alignment tweaked to accommodate Thames Water tanker access.

P13	08/08/2023	Plan updated following removal of existing trees; South-east entrance slope adjusted to suit; Basement vent and raised planter introduced
P12	15/05/2023	Sprinkler tank relocated; Additional fencing added to south of pitch; pull-in space added alongside sub station
P11	13/12/2022	

CLIENT

Department for Education

CONTRACTOR

BOWMER + KIRKLAND

CONSULTANT

ares LANDSCAPE ARCHITECTS

PROJECT

St Andrew the Apostle
Greek Orthodox School

DRAWING TITLE

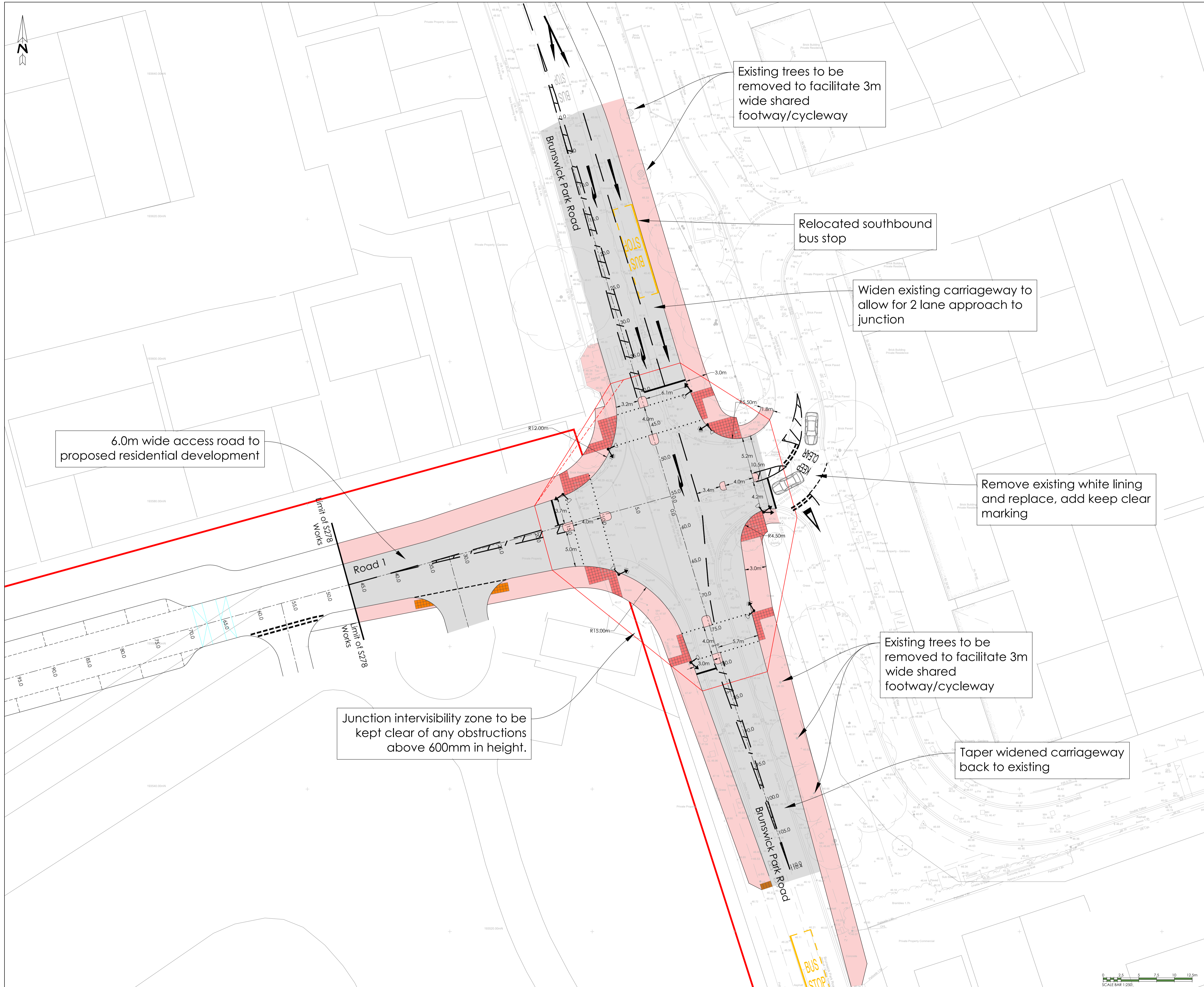
Landscape Illustrative Masterplan

DRAWING PURPOSE

PLANNING

DRAWN BY	DATE	CHK'D BY	SCALE	MEDIA
CW	03.03.2021	CW	1:500	A1

CONTRACT DRAWING REFERENCE (AS REQUIRED)



Existing trees to be removed to facilitate 3m wide shared footway/cycleway

Relocated southbound bus stop

Widen existing carriageway to allow for 2 lane approach to junction

6.0m wide access road to proposed residential development

Remove existing white lining and replace, add keep clear marking

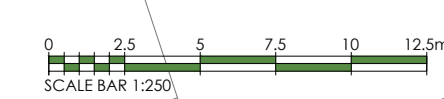
Existing trees to be removed to facilitate 3m wide shared footway/cycleway

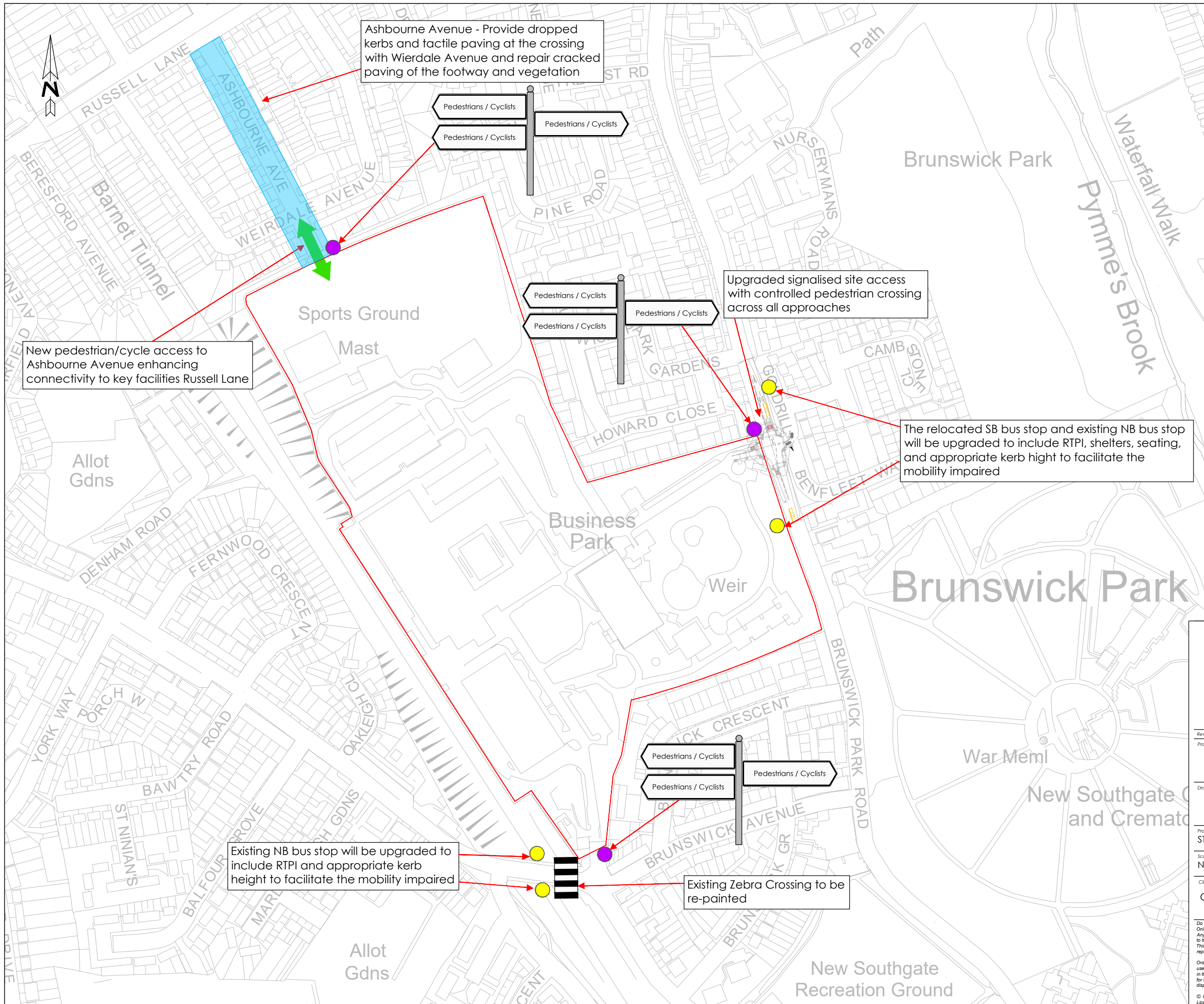
Junction intervisibility zone to be kept clear of any obstructions above 600mm in height.

Taper widened carriageway back to existing

- KEY
- SITE BOUNDARY
 - PROPOSED FOOTWAY
 - PROPOSED VEHICULAR ACCESS
 - PROPOSED BLISTER TACTILE PAVING (BUFF)
 - PROPOSED BLISTER TACTILE PAVING (RED)
 - PROPOSED CORDUROY TACTILE PAVING (BUFF)
 - JUNCTION INTERVISIBILITY
- THIS IS AN INDICATIVE MEANS OF ACCESS PLAN AND SHOULD NOT BE USED FOR CONSTRUCTION PURPOSES.

Rev	Description	Date	Drawn	Checked	App'd
Project					
New Southgate, Royal Brunswick Park London					
Drawing Description					
Means of Access Brunswick Park Road					
Drawing Number	Scale	Date	Drawn	Checked	Approved
ST-3013-700	1:250@A1	02.09.22	TJW	LH	SW
Client	Architect				





- KEY
- SITE BOUNDARY
 - BUS STOP
 - ▬ EXISTING CROSSING ZEBRA
 - ▬ PROPOSED ENCHANCEMENTS TO ASHBOURNE AVENUE
 - ↔ NEW PEDESTRIAN / CYCLE LINK
 - WAYFINDING SIGNAGE TO DIRECT PEDESTRIANS/CYCLISTS TO KEY LOCAL DESTINATIONS/FACILITIES

Rev	Description	Date	Drawn	Checked	Apvd.
Project					
New Southgate, Royal Brunswick Park London					
Drawing Description					
Proposed Off-site Highway Improvements					
Project Number			Drawing Number		
ST-3013			820		
Scale		Date	Drawn	Checked	Approved
NTS@A3		10.10.22	LGM	PLC	SW
Client					
Comer Homes Group					
Architect					

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Portmill Lane, Hitchin, Herts, SG5 1DJ

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General Notes

- | | |
|--|---|
| <p>1. Development Zones (within which development can occur) and public open spaces are identified on drawing number 211_WS_02_01</p> <p>2. Access and circulation routes are identified on Drawing number 211_WS_02_02.</p> <p>3. Landscape treatments are identified on drawing number 211_WS_02_03</p> <p>4. Allowable uses at ground floor frontages are identified on Drawing number 211_WS_02_04</p> | <p>4. Allowable uses at ground floor frontages are identified on Drawing number 211_WS_02_04</p> <p>5. Proposed site ground levels, heights, allowable horizontal and vertical deviations are identified on Drawing number 211_WS_02_05</p> |
|--|---|

REV.	DATE:	DETAILS:	INITIALS:

Legend

	Planning Application Boundary		Public Open Space (Predominantly Soft Landscaping)		Space Taken by school (Soft & Hard Landscape)
	Detailed Application Zone Blocks		Public Realm (Predominantly Hard landscaping)		Public Open Space Outline
Phase 1	Detailed Application Zone Reference		Private Courtyard Zone		Region Excluded from Area Calculation
1A	Detailed Application Block Reference		Private Gardens (Mixed Landscape)		

NORTH POINT:

KEY PLAN:

 Chancery Lane, Dublin 8, Ireland. W: www.plusarchitecture.ie T: 353 (0) 1 521 3378		PROJECT: 211 DATE: 21/06/2021
CLIENT: North London Business Park The Corner Group	DRAWING NO.: 211_WS_02_03 DRAWN BY: JG	REVISION NO.: SCALE AT A1.: 1:1000 SCALE AT A3.: 1:2000
TITLE: Landscape Treatment Plan ISSUE TYPE: Planning	CHECKED BY: DT	

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APPENDIX 2

Local Connection Criteria

Criteria		
Part 1 – Military Personnel		
1.1	You are a serving member of the MOD, and completed your basic training	
1.2	You are ex-regular service personnel who has served in the Armed Forces for a minimum of 6 years and you are applying within 2 years of the date of your discharge	
Part 2 – Connection to the London Borough of Barnet		
2.1	You are currently a permanent resident within the London Borough of Barnet, a social housing tenant and a wheelchair user	
2.2	You are currently a permanent resident within the London Borough of Barnet and a social housing tenant	
2.3	You are currently a permanent resident within the London Borough of Barnet	
2.4	You, or a member of your household who will reside with you, are employed and your (or their) substantive place of work is located within the London Borough of Barnet	
2.5	You are not currently a permanent resident within the London Borough of Barnet but have been for three out of the last five years	
2.6	You have a Close Relative* who resides within the London Borough of Barnet	
Part 3 – Connection to surrounding London Boroughs**		
3.1	You are currently a permanent resident within a Borough surrounding the London Borough of Barnet, a social housing tenant and a wheelchair user	
3.2	You are currently a permanent resident within a Borough surrounding the London Borough of Barnet, and a social housing tenant	
3.3	You, or a member of your household who will reside with you, are employed and your (or their) substantive place of work is located within a Borough surrounding the London Borough of Barnet	
3.4	You are currently a permanent resident within a Borough surrounding the London Borough of Barnet	
3.5	You are not currently a permanent resident within a Borough surrounding the London Borough of Barnet , but have been for three out of the last five years	
3.6	You have a Close Relative* who resides within a Borough surrounding the London Borough of Barnet	
<p>*A Close Relative means Father, Mother, Son, Daughter, Stepfather, Stepmother, Stepson, Stepdaughter, Grandparent, Grandchild, Brother, Sister, Wife, Husband or Civil Partner</p> <p>** These are the London Boroughs of Harrow; Brent; Camden; Haringey; and Enfield</p>		

APPENDIX 3
Existing Leases

Lessee	Date	Premises	Trigger for termination
AREANA Banqueting	3 years from 18.01.2023 Expires 17.01.2026	Emerald Suite, Building 7 (Part of the Land registered at the Land Registry under title number AGL254714)	Prior to Commencement of Development of Phase 1
Little Leo's Nursery Limited	3 years from 10.05.2023 Expires 9.05.2026	Building 7, ground floor (Part of the Land registered at the Land Registry under title number AGL254714)	Prior to Commencement of Development of Phase 2
Russell Education Trust	From 28.05.2020 Expires 31.07.2024	Building 5 and outside space (Part of the Land registered at the Land Registry under title numbers NGL517736 and AGL254714)	Prior to Commencement of Development of Phase 5

The Secretary of State for Housing, Communities and Local Government	From 18.06.2021 Expires 28.01.2026	Building 2 (Part of the Land registered at the Land Registry under title number NGL517736)	Prior to Commencement of Development of Phase 5
Secretary of State for Education	From 28.05.2020 to 31.07.2024	Part 2nd floor, Building 4 and outside space (Part of the Land registered at the Land Registry under title number NGL517736)	Prior to Commencement of Development of Phase 5

**EXECUTED AS A DEED by
COMER (NEW SOUTHGATE) NO 1 LIMITED**

Director

In the presence of:

Witness Signature: -----

Witness Name:

Address:

Occupation:

**EXECUTED AS A DEED by
COMER (NEW SOUTHGATE) NO.2 LIMITED**

Director

In the presence of:

Witness Signature: -----

Witness Name:

Address:

Occupation:

**EXECUTED AS A DEED by
HINDALE LIMITED**

Director

In the presence of:

Witness Signature: -----

Witness Name:

Address:

Occupation:

Executed as a **DEED** by **GALVESTON INVESTMENTS SA** a company incorporated in Luxembourg by

who, in accordance with the laws of that territory, is acting under the authority of the company

Signature in the name of the company:

GALVESTON INVESTMENTS SA

Signature(s) of authorised signatory(ies):

The **COMMON SEAL** of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** was affixed in the presence of:

Executed as a Deed by the **Secretary of State for Levelling Up, Housing and Communities**

The Corporate Seal of the **Secretary of State for Levelling Up, Housing and Communities** hereunto affixed is authenticated by:

Authorised signatory:

Sealing Reference:
