Examining Authority’s Second Written Round of Questions and Requests for Information

Response from Thames Water

Separate Legal Agreement Associated with S106 - Various Actions in Relation to Securing Noise Mitigation and Compensation Policies in Advance of the Grant of the DCO

Doc Ref: APP74.2
DATED [●]

THAMES WATER UTILITIES LIMITED
as the Undertaker

AND

LONDON BOROUGH OF EALING;
LONDON BOROUGH OF HOUNSLOW;
LONDON BOROUGH OF HAMMERSMITH AND FULHAM;
LONDON BOROUGH OF RICHMOND-UPON-THAMES;
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH;
ROYAL BOROUGH OF KENSINGTON AND CHELSEA;
LONDON BOROUGH OF LAMBETH;
WESTMINSTER CITY COUNCIL;
THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON;
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK;
LONDON BOROUGH OF LEWISHAM;
ROYAL BOROUGH OF GREENWICH;
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS;
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM;
LONDON LEGACY DEVELOPMENT CORPORATION
as the Councils

LEGAL AGREEMENT

in relation to non statutory mitigation and compensation policies applying to the Thames Tideway Tunnel Project
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THIS AGREEMENT entered of the [●] day of [●] 20[14]

BETWEEN

(1) THAMES WATER UTILITIES LIMITED, a company incorporated in England with registered number 02366661 whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB (the “Undertaker”)

AND

(2) THE COUNCILS

BACKGROUND

(A) The Councils are the relevant planning authorities for the purposes of section 106 of the 1990 Act for the area within which the Land is situated.

(B) The Undertaker submitted the Application to the Secretary of State on 28 February 2013 and the Application was accepted by the Secretary of State on 27 March 2013.

(C) The Undertaker has agreed that in relation to the Application it shall comply with the commitments set out in the Agreement.

(D) The Undertaker has agreed that following the DCO Date it will as soon as reasonably practicable enter into the Unilateral Undertaking and provide such to the Councils with the intention that, subject to certain conditions, it is enforceable by the Councils on the Undertaker, and on the Land, and on the Undertaker’s Successors to that land.

OPERATIVE PROVISIONS

1 INTERPRETATION

1.1 In this Agreement unless the context otherwise requires the following terms (arranged in alphabetical order) shall have the following meanings:

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

“2008 Act” means the Planning Act 2008 (as amended);

“Acceptance Date” means the date on which the Secretary of State makes the DCO;

“Agreement” means this agreement.

“Applicant” means any person, group of persons, or organisation who believes they are entitled to make a claim in accordance with the Offsite Mitigation and Compensation Policies, or who has made such a claim;

“Application” means the application for development consent made pursuant to the 2008 Act submitted by Thames Water Utilities Limited to the Secretary of State (application reference number WW010001);

“Councils” means each of the individual local authorities as listed in Schedule 1 (The Councils);
“Development” means the Thames Tideway Tunnel comprising the development and associated development described in Part 1 of Schedule 1 of the DCO and any other development authorised by the DCO which is development within the meaning of Section 32 of the Planning Act 2008;

“DCO” means the order granting development consent for the Development to be made under the 2008 Act pursuant to the Application;

“DCO Date” means date of the granting of the DCO;

“EAP” means the Expert Advice Panel as described in paragraph 2 of Schedule 3 (Independent Compensation Panel and Expert Advice Panel);

“EHP” means the “Exceptional Hardship Procedure” dated [●] and at Appendix 3 of the Unilateral Undertaking and any approved amendments;

“IAS” means the Independent Advisory Service as described in Schedule 4 (Independent Advisory Service);

“ICP” means the Independent Compensation Panel as described in Schedule 3 (Independent Compensation Panel and Expert Advice Panel);

“Implementation” means commencement of development pursuant to the DCO by the carrying out of a “material operation” (as defined in section 56(4) of the 1990 Act) save that for the purposes of this Agreement the term shall not include works of demolition, surveys, site clearance, site preparation and / or site set up works, works of archaeological or ground investigation or remediation (and in this Agreement “Implement” and “Implemented” shall be construed accordingly);

“Judicial review” means judicial review of a decision by the Secretary of State to grant the DCO in respect of the Development brought further to section 118 of the 2008 Act.

“Land” means the land described in Clause 2 of the Unilateral Undertaking;

“NSOMCP” means the ‘Non-Statutory Offsite Mitigation and Compensation Policy’ dated [●] and at Appendix 5 of the Unilateral Undertaking and any approved amendments;

“Offsite Mitigation and Compensation Policies” means the SIP, the EHP, and the NSOMCP;

“Offsite Mitigation and Compensation Policies Publicity Plan” means the plan as defined and described in the Unilateral Undertaking;

“Project Website” means the website set up and maintained by the Undertaker in respect of the Development;

“Relevant Parties” means any person, group of persons or organisations entitled to mitigation under the Mitigation Policies or any Applicants;

“SIP” means the paper entitled “Settlement Information Paper” dated [●] and at Appendix 2 of the Unilateral Undertaking and any approved amendments;

“Special Parliamentary Procedure” means any special parliamentary procedure in connection with a decision to grant the DCO further to the provisions of the 2008 Act and the Statutory Orders (Special Procedure) Act 1945 (as amended);
“Successor” means any person deriving title from the Undertaker in respect of its Qualifying Interest and for the purposes of Section 106(3)(b) of the 1990 Act shall include any person to whom powers are transferred further to Article 9 of the DCO;

“TAP Obligations” means the obligations as contained in the Trigger Action Plans;

“Trigger Action Plans” means the trigger action plans as described in Schedule 5 (Trigger Action Plans) and prepared in accordance with the NSOMCP;

“Undertaker” means Thames Water Utilities Limited and any statutory assignees;

“Unilateral Undertaking” means an undertaking given under section 106 of the 1990 Act in the form or substantially the same form as that at Appendix 1.

“Working Day(s)” means a day other than a Saturday or Sunday or public holiday in England.

1.2 References to “Work Nos” or to a “Work No” are references to the works forming part of the Development listed in Schedule 1 of the DCO.

1.3 References in this Agreement to the “Councils” shall include any successor to their functions as local planning authorities.

1.4 References in this Agreement to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.

1.5 The clause headings in this Agreement are for convenience only and do not form part of the Agreement.

1.6 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Agreement.

1.7 References to the singular shall include the plural and vice versa.

2 UNDERTAKER’S COVENANTS

2.1 The Undertaker covenants with the Councils:

(a) that from the date of this Agreement it will observe and perform the covenants on its part contained in Schedule 2 (Undertaker’s Covenants); and

(b) that it shall enter into the Unilateral Undertaking and provide such to the Councils as soon as reasonably practicable after the DCO Date and in any event before Implementation Of the Development for the purposes of ensuring that the Land (or such parts of the Land as have been defined by the Undertaker as forming part of the Land for the purposes of the Development) is bound by the planning obligations set out in Schedule 1 of the Confirmatory 106 Deed.

3 RELEASE AND LAPSE

This Agreement shall cease to have effect and the Undertaker shall be released from any further liability under it on the occurrence of any of the following events:
(a) the refusal of the Application by the Secretary of State and the upholding of such rejection in a Judicial Review or the Undertaker notifying the Councils that it does not intend to challenge any such refusal by way of an application for Judicial Review;

(b) the refusal of the Application by Parliament following the implementation of the Special Parliamentary Procedure;

(c) a decision in a Judicial Review to overturn the grant of the Application by the Secretary of State; or

(d) the Undertaker notifying the Councils of its irrevocable decision not to proceed with, or to abandon, the carrying out of the Development.

4 NOTICES

4.1 Any notice or other communication required under this Agreement shall be given in writing and shall be deemed properly given if it complies with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

4.2 The addresses for service for the Undertaker shall be that stated at the head of this Agreement, or the registered office of any Successor, and any notice served on the Undertaker (or its successor) shall be marked for the attention of the Company Secretary.

4.3 The addresses for service for the Councils shall be that stated in Schedule 1 (The Councils), or such other address for service as the party to be served has previously notified to the other party marked for the attention of the person specified in paragraphs 1 to 14 of Schedule 1.

5 SEVERABILITY

It is agreed that if any part of this Agreement shall be declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provisions will be severed from the Agreement and the remainder of this Agreement shall continue in full force and effect.

6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Agreement shall be enforceable by a third party who is not a party to the Agreement and for the avoidance of any doubt the terms of the Agreement may be varied by agreement between the Parties without the consent of any third party being required.

7 JURISDICTION

This Agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

8 COUNTERPARTS

This Agreement may be executed in a number of counterparts each of which is an original and all of which together evidence the same Agreement.
This Agreement has been executed as a deed and delivered on the date stated at the beginning of this Agreement.
Schedule 1

The Councils

1 LONDON BOROUGH OF EALING of Perceval House, 14-16 Uxbridge Road, Ealing, London, W5 2HL, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

2 LONDON BOROUGH OF HOUNSLOW of Civic Centre, Lampton Road, Hounslow, Middlesex TW3 4DN and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

3 LONDON BOROUGH OF HAMMERSMITH AND FULHAM of Town Hall, King Street, Hammersmith, London W6 9JU, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

4 LONDON BOROUGH OF RICHMOND-UPON-THAMES of Civic Centre, 44 York Street, Twickenham, Middlesex TW1 3BZ and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

5 THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF WANDSWORTH of Town Hall, Wandsworth High Street, London SW18 2PU, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

6 ROYAL BOROUGH OF KENSINGTON AND CHELSEA of Town Hall, Hornton Street, London W8 7NX, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

7 LONDON BOROUGH OF LAMBETH of Lambeth Town Hall, Brixton Hill, London SW2 1RW, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

8 WESTMINSTER CITY COUNCIL of City Hall, 64 Victoria Street, London SW1E 6QP, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

9 THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON of Guildhall, PO Box 270, London, EC2P 2EJ, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]"

10 THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of 160 Tooley Street London SE1 2TZ, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

11 LONDON BOROUGH OF LEWISHAM of Laurence House, Catford Road, SE6 4RU, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";

12 ROYAL BOROUGH OF GREENWICH of Town Hall, Wellington Street, Woolwich, London SE18 6PW, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked "To the Attention of [●]";
THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF TOWER HAMLETS of the Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked “To the Attention of [●]”; and

THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF NEWHAM of Newham Dockside, 1000 Dockside Road, London E16 2QU”, and for the purposes of notices under Clause 4 (Notices) of this Agreement these are to be marked “To the Attention of [●]”.

THE LONDON LEGACY DEVELOPMENT CORPORATION.
Schedule 2
Undertaker’s Covenants

1 The Undertaker covenants to the Council that it will:

(a) establish the Independent Compensation Panel ("ICP") and the Expert Advice Panel ("EAP") in accordance with Schedule 3 (Independent Compensation Panel and Expert Advice Panel) as soon as is reasonably practicable and in any event within 6 months from the date of this Agreement;

(b) establish the Independent Advisory Service ("IAS") in accordance with Schedule 4 (Independent Advisory Service) and the Offsite Mitigation and Compensation Policies as soon as reasonably practicable and in any event within 6 months from the date of this Agreement;

(c) ensure that the ICP, the EAP and the IAS shall continue to operate until no less than 1 year after the Construction Phase Completion Date or such later date at which time there are no outstanding claims to be resolved further to the Offsite Mitigation and Compensation Policies;

(d) perform and comply with the TAP Obligations; and

(e) comply with its obligations in Schedule 2 (Undertaker’s Covenants), Schedule 3 (Independent Compensation Panel and Expert Advice Panel) Schedule 4 (Independent Advisory Service) and Schedule 5 (Trigger Action Plans) so long as the ICP, EAP and IAS are in operation.
Schedule 3
Independent Compensation Panel and Expert Advice Panel

1 Composition of the ICP

(a) The ICP will be comprised of a Chairperson plus two additional members.

(b) The Chairperson shall have not less than 20 years’ experience in the field and compensation and valuation.

(c) The other two members of the ICP shall be appointed by the Chairperson on a case-by-case basis. They shall be drawn from the EAP but shall not be a representative of the Undertaker or its appointed contractors, and shall each have at least 15 years’ experience in one of the fields of expertise specified in paragraphs 2(a)(i) to 2(a)(ix) of this Schedule or such other experts that the Chairperson shall determine at the Chairperson’s absolute discretion.

(d) The Chairperson shall be appointed by the Undertaker. No member of the ICP shall be a current employee of the Undertaker.

(e) The Undertaker shall consult the Councils on the proposed Chairperson prior to their being appointed. The Councils will be given 10 Working Days to provide comments to the Undertaker concerning the proposed appointment, and the Undertaker will take reasonable account of any written representations received from the Councils within that period concerning the proposed appointment of the Chairperson within that period.

(f) In the event that the Undertakers proposes to appoint a replacement for an existing Chairperson paragraph 1(a) to paragraph 1(e) shall apply and the Undertaker shall when consulting the Councils under paragraph 1(e) provide to the Councils a statement explaining the reason why a replacement Chairperson needs to be appointed.

(g) The arrangement of the ICP including the names of the Chairperson will be published on the Project Website and shall be notified to the Councils and the IAS in writing, including after any replacement Chairperson has been appointed.

2 The EAP

(a) The Undertaker will facilitate that the ICP has access to:

(i) representatives of the Undertaker and its appointed contractors;

and experts in the following specialist areas:

(ii) noise and vibration specialists;

(iii) transport specialists;

(iv) building surveyors;

(v) quantity surveyors;

(vi) a chartered engineer with experience of tunnelling projects in highly developed and complex urban environments;

(vii) chartered surveyors;
(viii) an appropriate qualified medical professional in relation to advice on the potential effects of exposure to noise and vibration on the health of Relevant Parties and Applicants;

(ix) a legal adviser; and

(x) such other specialists as the Chairperson of the ICP may from time to time as necessary for the performance of the role and functions of the ICP,

for the purpose of providing information and advice the ICP considers necessary in respect of any matter falling within the role and functions of the ICP as described in paragraph 4 of this Schedule.

3 Resourcing and Funding of the ICP and EAP

(a) Administrative and support staff will be appointed to assist the day-to-day operation of the ICP, with the specific numbers to be determined by the Chairperson ICP.

(b) The administrative and support staff will not be members of the ICP.

(c) The operation of the ICP will be funded by The Undertaker, and will be managed by the ICP.

4 Role and functions of the ICP

(a) The role and functions of the ICP are:

(i) to supervise the implementation of the Offsite Mitigation and Compensation Policies;

(ii) to recommend any changes or amendments to the Offsite Mitigation and Compensation Policies that in the reasonable view of the ICP are necessary to ensure that the policies continue to effectively mitigate and compensate for the effects of the authorised project or to improve the efficiency and effectiveness of the processes and procedures contained within the policies, and to comply with the procedures relating to such changes or amendments to the Offsite Mitigation and Compensation Policies as set out in paragraph 7 (Changes to the Offsite Mitigation and Compensation Policies) of this Schedule;

(iii) to determine applications made under the EHP;

(iv) to determine the Trigger Action Plans where these are not agreed with the relevant Councils;

(v) to determine in accordance with the terms of the relevant policies any disputes arising out of:

   (A) the SIP or further to the settlement deeds entered further to the terms of that Policy;

   (B) the NSOMCP;

(vi) to approve the Offsite Mitigation and Compensation Policies Publicity Plan.
Meetings of the ICP

(a) The ICP will meet monthly or at such other frequency as the Chairperson of the ICP considers necessary to supervise the implementation of the Offsite Mitigation and Compensation Policies. This meeting will also consider any changes that in the reasonable view of the ICP are necessary further to paragraph 4(a)(ii) of this Schedule.

(b) The ICP will meet as often as the Chairperson considers necessary to determine applications or disputes arising out of the Offsite Mitigation and Compensation Policies.

(c) All meetings will be chaired by the Chairperson of the ICP.

(d) Meetings may be held in person, or by video or telephone conference call.

(e) Minutes of meetings of the ICP will be published on the Project Website and circulated to the Councils and the IAS within 7 days of any meeting be held.

Decision making

(a) Save for any decision to amend the terms of the Offsite Mitigation and Compensation Policies any decisions of the ICP must be made in accordance with the terms of the Policy to which the decision relates.

(b) A meeting of the ICP will only be deemed quorate if all members of the ICP are present.

(c) Decisions in respect of the ICP’s supervision of the implementation of the Offsite Mitigation and Compensation Policies will be taken by way of consensus following discussion of the issues and taking such advice that the ICP feels that it needs from the EAP.

(d) The chairperson’s view will be decisive in event of the ICP failing to reach a decision by consensus.

(e) Determination of the disputes arising out of the Offsite Mitigation and Compensation Policies will be by vote amongst all members of the ICP present at the meeting. Disputes will be resolved by a simple majority vote amongst the members of the ICP with each member of the ICP having a single vote. In the event no majority being achieved the Chairperson’s vote will be the casting vote.

(f) In the event of a dispute being determined against an Applicant the Applicant will be informed of the reasons for the decision in writing within 10 Working Days of the decision.

(g) There will be no right of appeal against decisions made by the ICP in relation to disputes arising out the Offsite Mitigation and Compensation Policies or in relation applications made by an Applicant.

(h) In the event of the dispute being determined in favour of the Applicant the Applicant will be notified of the decision in writing, including reasons, within 10 Working Days of the decision.
7  Changes to the Offsite Mitigation and Compensation Policies

(a) Where the ICP seeks to recommend changes to the Offsite Mitigation and Compensation Policies:

(i) The proposed changes will be notified in writing to the Undertaker;

(ii) The Undertaker will:

(A) consult the Councils on the proposed changes and the Councils will be given 10 Working Days to provide comments to the Undertaker concerning the changes;

(B) take reasonable account of any written representations received from the Councils within that consultation period and confirm to the ICP what changes the Undertaker proposes to make to the Policies and its reasoning for the changes (including any changes recommended that it does not intend to implement) having regard to the ICP’s recommendation and the Councils written responses to the consultation under paragraph (A);

(C) It shall give the ICP 10 Working Days to comment on its proposed changes and any comments made by the ICP shall be binding on the Undertaker;

(D) make the amendments to the Offsite Mitigation and Compensation Policies either as proposed by the Undertaker or as required by the ICP further to paragraph (C) above and provide copies to the Councils and publish the revised policies on the Project Website.
Schedule 4
Independent Advisory Service

1 Composition of the IAS
(a) The employees of the IAS will be appointed by [●] and shall:
   (i) not be current employees of the Undertaker;
   (ii) include:
          (A) qualified Chartered Surveyors with no less that [●] years demonstrable compensation policy experience; and
          (B) such administrative and support staff as required to assist and manage requests and to seek such technical assistance as needed;

2 Role of the IAS
(a) The IAS is established to provide professional independent advice to Relevant Parties in respect of the Offsite Mitigation and Compensation Policies and how Relevant Parties may take advantage of the Offsite Mitigation and Compensation Policies and including the role of the ICP.
(b) The IAS will be independent from the Undertaker.
(c) The services of the IAS will be available to all Relevant Parties.

3 Operation and Management of the IAS
(a) The operation of the IAS will be funded by the Undertaker.
(b) The IAS will remain independent from ICP and from the Undertaker.
(c) Provision will be made within the IAS for ensuring that in so far as reasonably practicable that it services are available to hard-to-reach groups and those for whom English is not their first language.
Schedule 5
Trigger Action Plans

[to be confirmed]
EXECUTION PAGE

Executed as a deed by THAMES WATER UTILITIES LIMITED by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by **LONDON BOROUGH OF EALING** by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by LONDON BOROUGH OF HOUNSLOW by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by LONDON BOROUGH OF HAMMERSMITH AND FULHAM by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by LONDON BOROUGH OF RICHMOND-UPON-THAMES by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF WANDSWORTH by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by ROYAL BOROUGH OF KENSINGTON AND CHELSEA by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by LONDON BOROUGH OF LAMBETH by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by **WESTMINSTER CITY COUNCIL** by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by THE MAYOR AND COMMONALITY AND CITIZENS OF THE CITY OF LONDON by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by **LONDON BOROUGH OF LEWISHAM** by the affixing of its Common Seal in the presence of:

) [Common seal]

) )

) )

Authorised Signatory
Executed as a deed by ROYAL BOROUGH OF GREENWICH by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Executed as a deed by **LONDON LEGACY DEVELOPMENT CORPORATION** by the affixing of its Common Seal in the presence of:

[Common seal]

Authorised Signatory
Appendix

Unilateral Undertaking