

DATED

2024

- (1) LG Park Freehold Limited
- (2) LG Park Leasehold Limited
- (3) Thurrock Borough Council
- (4) National Highways Limited

SECTION 106 AGREEMENT

**relating to the London Gateway Logistics Park Local
Development Order 2**



Pinsent Masons

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BETWEEN:-

- (1) **LG PARK FREEHOLD LIMITED** (a company registered with Guernsey with registration number 49182) whose registered office is at 1st and 2nd Floors, Elizabeth House, Les Ruettes Bayes, St Peter Port, Guernsey, GY1 1EW ("**LG Park Freehold**");
- (2) **LG PARK LEASEHOLD LIMITED** (a company registered with Guernsey with registration number 49200) whose registered office is at 1st and 2nd Floors, Elizabeth House, Les Ruettes Bayes, St Peter Port, Guernsey, GY1 1EW ("**LG Park Leasehold**");
- (3) **THURROCK BOROUGH COUNCIL** whose office is at Civic Offices, New Road, Grays, Thurrock, Essex, RM17 6SL (the "**Council**");
- (4) **NATIONAL HIGHWAYS LIMITED** (a company registered in England and Wales with registration number 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ ("**National Highways**")

(together, the "Parties").

WHEREAS

- (A) Under the powers conferred on the Council by sections 61A-61D of and Schedule 4A to the Town and Country Planning Act 1990 and pursuant to the Town and Country Planning (Development Management Procedure) (England) Order 2015, the Council made the London Gateway Logistics Park Local Development Order 2013 ("**LDO1**"). LDO1 authorised up to 829,700m² of commercial floorspace on land at the London Gateway Logistics Park including the Property, of which 337,225m² was released before expiry of LDO1 on 8 November 2023.
- (B) The London Gateway Logistics Park Local Development Order 2024 ("**LDO1.5**") authorised development of up to 85,000m² of commercial floorspace on land at the London Gateway Logistics Park including the Property on substantially the same terms as LDO1. The term of LDO1.5 being for 12 months, it will expire on 21 February 2025.
- (C) The Council, with the support of the LG Companies, now intends to promote a further local development order. This LDO, being the London Gateway Logistics Park Local Development Order 2025 and known as "**LDO2**", will authorise the development of up to 733,776m² of Commercial Floorspace at the Property. An area of 321,450m² of the total authorised Commercial Floorspace was previously authorised for development in LDO1, but was not released prior to the expiry of that Order, nor developed pursuant to LDO1.5.
- (D) The Council is local planning authority and local highway authority for the area in which the LDO2 Development will be located, and enters into this Deed to secure planning obligations to support and mitigate LDO2.
- (E) LG Park Freehold owns the freehold interest in the Property, and LG Park Leasehold owns the leasehold interest in the Property.
- (F) National Highways is the highway authority for the strategic road network in the vicinity of the LDO2 Development, over which adverse environmental effects have been identified requiring mitigation. National Highways enters into this Deed to secure and facilitate the provision of that mitigation in coordination with its duties and operations as the appointed strategic highways authority.
- (G) The environmental impact assessment ("EIA") of the LDO2 Development has identified a number of measures needed to make it acceptable in planning and EIA terms. Accordingly, the Parties now wish to enter into an agreement under section 106 and section 106A of the Town and Country Planning Act 1990 in relation to LDO2, and to cancel all prior section 106

agreements entered into in respect of LDO1 and LDO1.5, to the extent they may be still in force.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed in addition to the Parties hereinbefore referred to the following words and expressions shall where the context so requires or admits have the following meanings:

the Act	the Town and Country Planning Act 1990 (as amended);
Commercial Unit	a building provided as part of the LDO2 Development for one or more of Classes B2, B8, E(b), E(d), E(f), E(g)(i), E(g)(ii), E(g)(iii) and F2(a);
Commercial Floorspace	gross internal area to be provided within the Commercial Units to be calculated in accordance with Schedule 3 to LDO2;
Complete	practically complete and capable of beneficial use notwithstanding that minor snagging items may remain and "Completed" and "Completion" shall be construed accordingly;
the Dispute Resolution Procedure	the procedure for resolving disputes in Clause 12 of this Agreement;
the Ecological Mitigation and Management Plan	the London Gateway Logistics Park Local Development Order Ecological Mitigation and Management Plan attached to LDO2 as Appendix 4;
the Entire Development	the development on the Property permitted in accordance with either or some or all of LDO1, LDO1.5 and LDO2;
First Occupation	Occupation for the first time;
the HEO	the London Gateway Port Harbour Empowerment Order 2008 (SI 2008/1261) (as may be varied or substituted from time to time) which came into force on 16 May 2008;
Implementation	the carrying out of a material operation as defined in Section 56(4) of the Act but excluding site clearance, demolition of or within existing buildings, the removal, diversion or installation of any pipeline, associated structure or associated facilities, archaeological investigation, investigation for the purposes of assessing ground conditions, works to existing roads including the provision of haul roads and temporary routes within the site, the diversion creation or modification of public rights of way (if any), and the erection of means of enclosure for

	the purpose of site security and “ Implemented ” shall be construed accordingly;
Indexation	<p>the recalculation of any payment specified in this Deed by applying the following formula:</p> $A \times (B/C) = D$ <p>Where:</p> <p>A = the payment specified in this Deed in pounds sterling</p> <p>B = the figure shown in the Consumer Prices Index for the period last published prior to the date of the payment to be made under this Deed</p> <p>C = the figure shown in the Consumer Prices Index for the period immediately prior to the date identified pursuant to Clause 14.2 of this Deed</p> <p>D = the recalculation sum in pounds sterling payable under this Deed or if the Consumer Prices Index shall cease to be compiled or the formula shall otherwise be incapable of operation then such other equivalent means as shall be agreed between the Parties or determined by arbitration in accordance with the provisions of Clause 12;</p> <p>and “Indexed” and “Index-Linked” shall be construed accordingly</p>
Interest	in relation to any amount held in an interest-bearing account the amount of interest so paid, and in relation to any other amount or payment 2% above the Bank of England Base Rate payable in accordance with Clause 14;
the LG Companies	LG Park Freehold and LG Park Leasehold, jointly and severally;
LDO1	the London Gateway Logistics Park Local Development Order 2013;
LDO1 s106 Agreement	the agreement entered into pursuant to section 106 of the Act between the LG Companies and the Council dated 5 November 2013 as amended by a deed of variation dated 3 December 2020;
LDO1.5	the London Gateway Logistics Park Local Development Order 2024;

LDO1.5 s106 Agreement	the agreement entered into pursuant to section 106 of the Act between the LG Companies and the Council dated 22 February 2024;
LDO2 Design Code	the London Gateway Logistics Park LDO2 Design Code setting out minimum applicable standards to be applied to the plots, infrastructure and amenity spaces within the Property, attached to LDO2 as Appendix 3;
LDO2 Development	the development on the Property permitted by and in accordance with LDO2 but which does not include any development which was commenced pursuant to the permissions granted by LDO1 or LDO1.5 and Implemented prior to LDO2 coming into force, even if such development is not Complete at the date on which LDO2 comes into force;
Monitoring Period	the period of 15 years commencing with the date LDO2 comes into force;
Occupation	the physical use of the Property for the purposes permitted by the LDO2 but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display, construction site administration or occupation in relation to security operations and “ Occupy ” shall be construed accordingly;
the Port	London Gateway Port as authorised under the HEO;
the Property	that part of the freehold and leasehold land, registered at the Land Registry as set out in Schedule 1 and shown edged red on the drawing marked “London Gateway Property Plan” appended at Appendix 2, which is included within the Logistics Park Area (as defined in LDO2);
Secretary of State	the Secretary of State for Housing, Communities and Local Government (or such responsible Minister as shall succeed to the statutory functions and responsibilities for planning);
Section 278 Agreement	an agreement entered into or to be entered into pursuant to section 278 of the Highways Act 1980 relating to the carrying out of highway works to the highway network;
Travel Plan	the London Gateway Logistics Park LDO2 Travel Plan at Appendix 5; and
VAT	Value-Added Tax, or any equivalent tax, chargeable in the UK.

- 1.2 In this Deed where the context so requires:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 references to clauses, schedules, paragraphs and appendices are references to clauses, schedules, paragraphs and appendices in this Deed except where otherwise specified;
 - 1.2.3 title headings to the clauses, schedules, paragraphs and appendices are for convenience only and shall not affect the interpretation of this Deed;
 - 1.2.4 references to any statute or statutory instrument shall except where otherwise specifically provided include reference to any statutory modification or re-enactment thereof for the time being in force;
 - 1.2.5 where the agreement, approval, consent, confirmation or an expression of satisfaction or similar is required by any Party under the terms of this Deed from any other Party that agreement, approval, consent, confirmation or expression of satisfaction or similar shall be given in writing and shall not be unreasonably withheld or delayed;
 - 1.2.6 covenants and undertakings given in this Deed if made by more than one person, including by the LG Companies, are made jointly and severally;
 - 1.2.7 the expressions the “**LG Companies**”, “**LG Park Freehold**” and “**LG Park Leasehold**” shall include persons successors in title to the interests of LG Park Freehold and LG Park Leasehold and their assigns and all persons deriving title from one or both of the LG Companies;
 - 1.2.8 the expression the “**Council**” shall include any successor in function(s) to Thurrock Borough Council as local planning authority or as highway authority;
 - 1.2.9 the expression “**National Highways**” shall include any successor in function(s) to National Highways as strategic highway authority.

2. **STATUTORY PROVISIONS**

- 2.1 This Deed is made pursuant to section 106 and section 106A of the Act, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and The Infrastructure Act 2015 and all other enabling powers.
- 2.2 The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act.
- 2.3 The covenants contained in the Schedules are entered into by the Council under section 2 of the Local Government Act 2000 and section 111 of the Local Government Act 1972 and National Highways under the Infrastructure Act 2015.

3. **PLANNING HISTORY AND CONTEXT**

- 3.1 Subject to Clause 9.5, the LDO1 s106 Agreement and the LDO1.5 s106 Agreement shall cease and determine absolutely on the date that LDO2 comes into force (save for any antecedent breach) and will in all respects be superseded by the provisions of this Deed.

4. COMMENCEMENT

4.1 The provisions of this Deed shall have effect as follows:

4.1.1 Clauses 1 to 20 and Schedules 1 and 5 shall have effect from the date of this Deed; and

4.1.2 Schedules 2, 3 and 4 shall have effect from the date that LDO2 comes into force.

5. PLANNING OBLIGATIONS

5.1 The Parties hereby agree and declare that in this Deed the planning obligations expressed to be made or given by the LG Companies will:

5.1.1 bind the freehold interests of LG Park Freehold in the Property and also its successors in title to the freehold interest in any part or parts of the Property and any person deriving title from that freehold interest as if that person had also been an original covenanting party in respect of the freehold interest for the time being held by them in the Property; and

5.1.2 bind the leasehold interests of LG Park Leasehold in the Property and also its successors in title to the leasehold interest in any part or parts of the Property and any person deriving title from that leasehold interest as if that person had also been an original covenanting party in respect of the leasehold interest for the time being held by them in the Property.

5.2 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person with an interest in that part of the land to which the obligation relates jointly and against each of them severally.

5.3 The obligations in paragraph 3 of Schedule 2 will not be enforceable against LG Companies if the LG Companies can demonstrate to the Council's reasonable satisfaction that National Highways is in breach of the covenants given by National Highways in Clause 7.

5.4 The planning obligations set out in this Deed shall not affect, bind or be enforceable against:

5.4.1 any statutory undertaker who acquires any part of the Property or interest therein for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;

5.4.2 any future mortgagee of any part of the Property or any receiver or administrative receiver appointed by such mortgagee in relation to any part of the Property unless the mortgagee, receiver or administrative receiver is in possession of the relevant part of the Property.

6. COVENANTS BY THE COUNCIL

6.1 The Council covenants with the LG Companies to observe and perform the obligations given in Part 2 of Schedule 2 to this Deed.

6.2 The Council will upon the written request of the LG Companies at any time after any of the obligations on the part of the LG Companies contained herein have been fulfilled issue confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges.

7. COVENANTS BY NATIONAL HIGHWAYS

7.1 National Highways covenants with the LG Companies and the Council to observe and perform the obligations given in Part 3 of Schedule 2 to this Deed.

8. TRANSFER OF LAND

- 8.1 The LG Companies shall give the Council written notice, as soon as reasonably practicable, of parting with their relevant interest(s) in the Property and of any transfer or grant of lease of any part of the Property by them occurring before all of the obligations under this Deed have been discharged provided that this Clause shall not require the LG Companies to give notice of any charge of or any transfer or grant of a lease relating to an individual Commercial Unit within the Property.
- 8.2 The LG Companies shall give to National Highways written notice, as soon as reasonably practicable, of parting with their relevant interest(s) in the Property and of any transfer or grant of lease of any part of the Property by them occurring before the obligations in paragraph 3 of Schedule 2 have been discharged provided that this Clause shall not require the LG Companies to give notice of any charge of or any transfer or grant of a lease relating to an individual Commercial Unit within the Property.
- 8.3 A notice pursuant to Clause 8.1 or Clause 8.2 shall give details of the transferee's (or grantee's) full name and registered office if a company or usual address if not together with the area of the Property transferred or granted by reference to a plan.

9. REVOCATION, QUASHING OR MODIFICATION OF LDO2

- 9.1 The planning obligations in this Deed will cease and determine absolutely (save in respect of any obligations already triggered) in the event of:
- 9.1.1 a local development order being made such that LDO2 is not made and the form of the made local development order is materially different to LDO2 as included in Appendix 1 to this Deed;
 - 9.1.2 LDO2 expiring before it is Implemented;
 - 9.1.3 the revocation of LDO2 pursuant to an order confirmed or made by the Council or the Secretary of State;
 - 9.1.4 the modification of LDO2 pursuant to an order confirmed or made by the Council or the Secretary of State, without the prior agreement of LG Park Leasehold and LG Park Freehold; or
 - 9.1.5 the quashing of the making of LDO2.
- 9.2 In the event that the planning obligations in this Deed are ceased and determined pursuant to Clause 9.1, Clauses 9.3 to 9.5 have effect.
- 9.3 The Council will, upon receipt of a written request from the LG Companies, cancel all entries made in the Council's Register of Local Land Charges in respect of this Deed within 28 days of the Council's receipt of the written request.
- 9.4 Any payments made by the LG Companies to the Council that are unallocated and unspent at the date that LDO2 is revoked or modified without prior agreement of the LG Companies or quashed, may be retained by the Council only if and to the extent that (i) LDO2 has been Implemented and (ii) the development that has been carried out on the Property pursuant to LDO2 has or will lead to a degree of effect that justifies the carrying out of the intervention for which the payment was made, and:
- 9.4.1 in respect of any funds so retained, Clause 13.1.2 has effect; and
 - 9.4.2 for any funds not retained under this Clause, shall be repaid to the LG Companies, together with all accrued Interest, no later than twenty (20) Business Days following the date that LDO2 was revoked or modified without prior agreement of the LG Companies or quashed.

9.5 The planning obligations listed in Schedule 5 to this Deed shall apply to the Entire Development to the extent that, but for the operation of Clause 3.1 or 9.1, equivalent provisions would have been in force and bind the LG Companies, and the Council may register the same as Local Land Charges pursuant to Clause 10.1.

10. MISCELLANEOUS

10.1 The restrictions and requirements contained in this Deed shall be treated as Local Land Charges and registered by the Council at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975.

10.2 Save in so far as legally or equitably permitted nothing herein contained or implied shall prejudice or fetter or restrict the rights, powers, duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

10.3 No waiver (whether express or implied) by the Council of any breach or default by the LG Companies in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the LG Companies.

10.4 Unless otherwise specified where any agreement consent approval or expression of satisfaction is to be obtained from any party under the terms of this Deed the parties hereby agree that the same shall not be unreasonably withheld or delayed but shall be dealt with expeditiously.

10.5 Each party to this Deed will act in good faith and will cooperate with the others to facilitate the discharge and performance of all obligations contained in this Deed.

10.6 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.

10.7 No party shall have any further liability under this Deed (save in the case of any antecedent breach) in respect of any period during which they no longer have an interest in the Property or such part of the Property to which the breach relates.

11. NOTICES

11.1 All notices requests demands or other written communications to or upon the parties pursuant to this Deed shall be deemed to have been properly given or made if sent by pre-paid registered mail or recorded delivery, electronic means, other agreed electronic means at the time agreed in writing by the Parties or by delivering the same to the address of the party detailed in Clauses 11.1.1 to 11.1.3 below:

11.1.1 if to the Council, to the Chief Planning Officer (or such other officer for the time being performing those functions), Civic Offices, New Road, Grays, RM17 6SL and devcontrol@thurrock.gov.uk;

11.1.2 if to the LG Companies, to Legal Services, No 1 London Gateway, London Gateway Drive, Stanford-le-Hope, Essex, SS17 9DY and lglegal@londongateway.com;

11.1.3 if to National Highways, to General Counsel, National Highways, Legal Services, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ and legalservicesinbox@nationalhighways.co.uk and planningse@nationalhighways.co.uk;

or to such other address for service as may have been previously notified in writing to the other Parties.

11.2 Any notice request or demand or other written communication will be deemed to have been given or made and delivered, if by delivery, when left at the relevant address or, if by post, 48 (forty eight) hours after posting (save that if this period includes a Saturday, Sunday or Public Holiday, the period of 48 (forty eight) hours shall not run during that time).

11.3 The LG Companies must give written notice to the Council and National Highways:

11.3.1 of the date of Implementation;

11.3.2 as soon as practicable, the expected date of First Occupation of Commercial Floorspace equal to or greater than any specified area of Commercial Floorspace within this Deed; and

11.3.3 of the date of First Occupation of any Commercial Unit within the Entire Development where that Commercial Unit is First Occupied after the date of this Agreement.

12. **DISPUTE RESOLUTION**

12.1 Save where it is expressly stated in this Deed that the matter may not be determined through the Dispute Resolution Procedure, if there is a dispute in respect of any matter to be agreed pursuant to this Deed such dispute will be determined in accordance with this Clause 12 and any party to the dispute ("**Party**" or "**Parties**") may at any time (except where timescales are set out in specific Clauses or paragraphs) require by notice in writing to the other Party the dispute to be referred to and finally resolved by arbitration.

12.2 It is agreed that:

12.2.1 the Rules of the London Court of International Arbitration will apply to the arbitration, save where the provisions of this Clause 12 differ or to the extent the parties to the dispute may agree in writing, in which case the provisions of this Clause 12 or, as the case may be, the agreement in writing, will have precedence;

12.2.2 the number of arbitrators will be one;

12.2.3 the appointing authority for the purposes of the Rules will be the London Court of International Arbitration;

12.2.4 the seat, or legal place, of arbitration will be London;

12.2.5 the language to be used in the arbitration shall be English;

12.2.6 the governing law of the arbitration and this Deed will be the substantive law of England and Wales; and

12.2.7 the Courts of England and Wales will have exclusive jurisdiction in any matter arising out of or in connection with any arbitration or this Deed.

12.3 Each Party will bear its own costs save that the fees of the arbitrator will be in the arbitration award.

12.4 Nothing in this Clause 12 fetters the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

13. **USE OF PAYMENTS**

13.1 The Council covenants with the LG Companies as follows (unless otherwise agreed or stipulated):

- 13.1.1 where obligations in this Deed provide for sums to be paid to the Council for various prescribed purposes, the Council is obliged to apply those sums to such prescribed purposes as listed in the relevant Schedule;
- 13.1.2 unless otherwise stated within this Deed any sum paid to the Council but remaining unspent and uncommitted to its purpose shall be repaid to the LG Companies, together with all accrued Interest, no later than twenty (20) Business Days following the expiry of ten (10) years after the later of:
- (a) the date that LDO2 comes into force; or
 - (b) the date of receipt of such payment; and
- 13.1.3 where this Clause or any other provision of this Deed provides for monies to be returned to the LG Companies if unspent, the Council will repay such monies to the company or individual that made the original payment (or such other party as that company or individual may notify in writing).

14. INDEXATION AND INTEREST

- 14.1 Interest on any late payment or contribution must be paid from the date the payment or contribution fell due until the date of payment provided that no sum may be Index-linked and carry Interest for the same period at the same time.
- 14.2 Unless otherwise specified where a specific fixed sum is referred to in this Deed Indexation will commence from the date of LDO2 coming into force and where appropriate in other cases will run from the date where the sum is ascertained.
- 14.3 Unless the provisions in this Deed provide otherwise, any sums expressed to be Index-linked will be Index-linked from the most recently published Index prior to the relevant date in Clause 14.2 until the most recently published Index prior to the date on which payment is due (or if such sum is paid prior to the date on which it is due the date of payment).

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No third party shall have a right to enforce the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999 even where the terms are expressed to be for their benefit, nor shall any such third party have any rights of approval in regard to (or any veto over) any future variations of this Deed.

16. LEGAL COSTS AND MONITORING FEE

- 16.1 The LG Companies will pay the Council's legal costs in connection with the preparation and completion of this Deed in accordance with the terms of the planning performance agreement entered into between the LG Companies and the Council dated 14 March 2022.
- 16.2 The LG Companies will upon completion of this Deed and receiving an invoice and supporting evidence of the work undertaken, pay National Highways' reasonable legal costs in connection with the preparation and completion of this Deed up to the sum of £6,800 plus VAT.
- 16.3 The LG Companies will refund to the Council its costs for monitoring compliance with this Deed (including the cost of reviewing monitoring reports submitted to the Council by the LG Companies) within 28 days of receipt of an invoice and supporting evidence of the work undertaken by the Council for the duration of the Monitoring Period, up to a maximum of £10,000 per annum.

17. REMEDIES

- 17.1 Where a Party becomes aware of a breach or non-compliance with a provision of this Deed that Party may serve notice of such breach upon the relevant Party and the notice of breach must state the nature of the breach, the steps required to remedy the breach and a reasonable timescale for remedying the breach.
- 17.2 The relevant Party must within 20 Business Days of receiving the said notice (without prejudice to or limitation of any other actions open to them) give written notification to the first Party of its response to the notice including any claim that they will remedy the breach within the stated timescale, that the timescale is too short or that they reject the notice for the reason that no breach has occurred.
- 17.3 In the event of a dispute arising regarding the notice of breach the matter shall be determined through the Dispute Resolution Procedure.
- 17.4 Nothing in this Clause 17 fetters the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.
- 17.5 Any Party issuing any notices under Clauses 17.1 or 17.2 must at the same time issue a copy of the notice to any other Party that is not the intended recipient of the notice.

18. EFFECT OF MODIFICATION OF LDO2

In the event that the Council modifies LDO2 (in accordance with Schedule 4A of the Town and Country Planning Act 1990 and with the agreement of the LG Companies) in respect of conditions specified in LDO2, save and insofar as this Deed has been amended by way of a deed of variation prior to the modification coming into force, references in this Deed to "LDO2" shall be deemed to include any such modification as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly; but nothing in this Clause restricts the Council or the LG Companies from requiring a deed of variation or a supplemental section 106 agreement to be entered into in the event that (i) additional mitigation is required as a result of a modification to LDO2 or (ii) that the obligations in this Deed no longer meet the tests in Regulation 122 of The Community Infrastructure Levy Regulations 2010.

19. VARIATION OR SUPPLEMENTAL SECTION 106 AGREEMENTS

- 19.1 Subject to Clause 19.2, National Highways is not required to be a party to any deed to vary this Agreement pursuant to section 106A of the Act, nor any supplemental section 106 Agreement relating to the Property, unless the deed of variation or supplemental section 106 Agreement amends, varies or supersedes (or seeks or purports to do so) the obligations or rights of National Highways in paragraphs 3 and 10.1 of Schedule 2 to this Agreement.
- 19.2 The Council and the LG Companies must give National Highways at least 14 days prior written notice of any proposed deed of variation or supplemental section 106 Agreement relating to the Property and to which National Highways is not a party, and National Highways must be provided with a copy of any completed deed of variation or supplemental section 106 Agreement relating to the Property within 14 days of the deed or agreement being completed.

20. JURISDICTION

This Deed is governed by and interpreted in accordance with the Law of England.

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

EXECUTED as a Deed (but not delivered until dated) for and on behalf of **LG PARK FREEHOLD LIMITED** by:)
)
)
)
)
)
Director Name: Director Signature:

Director Name: Director Signature:

EXECUTED as a Deed (but not delivered until dated) for and on behalf of **LG PARK LEASEHOLD LIMITED** by:)
)
)
)
)
)
Director Name: Director Signature:

Director Name: Director Signature:

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of **THURROCK BOROUGH COUNCIL** in the presence of:)
)
)
)
)

Authorised Signatory:

EXECUTED as a Deed (but not delivered until)
dated) by affixing the Common Seal of)
NATIONAL HIGHWAYS LIMITED)
in the presence of:)

Authorised Signatory:

in the presence of:

.....
Signature of witness

Name (BLOCK CAPITALS):
.....

Address:
.....

SCHEDULE 1

PART 1

THE PROPERTY

Owner		Ownership	Title number(s)
1	LG Park Freehold Limited	Freehold	EX848385 EX857549
2	LG Park Leasehold Limited	Leasehold	EX848386 EX871128

SCHEDULE 2

OBLIGATIONS AND COVENANTS

PART 1

PLANNING OBLIGATIONS ENTERED INTO BY THE LG COMPANIES

1. DEFINITIONS

1.1 In this Part of this Schedule, the following terms have the following meanings:

Annual Monitoring Report	<p>an annual report to enable the Council to monitor the implementation of LDO2 continually and regularly to assess its effectiveness and to check and monitor compliance with LDO2 and this Deed and to collect data to enable the Council to measure the achievement of LDO2 in delivering national and local growth, economic and regeneration objectives, which shall set out, in respect of the 12 month period ending on the last day of the month immediately preceding the date of each report:</p> <ul style="list-style-type: none"> a) the total number of jobs (FTE) at the Entire Development; b) the Commercial Floorspace in Occupation, including Use Class and plot (including mezzanine floors unless they are solely to provide for safe and efficient access to stacked or stored goods); c) the amount of Commercial Floorspace that is not in Occupation; d) car usage by persons employed within the Entire Development; e) car parking spaces at the Entire Development, by Commercial Unit; f) operational lorry parking at the Entire Development, by Commercial Unit; g) the proportion of activity within the Entire Development that is attributable to or originates from the Port; h) freight share by road/non-road; and i) the achievement of BREEAM standards for any new building within the Entire Development.
Breached	<p>in respect of any trigger expressed as an area of Commercial Floorspace: the date of First Occupation of Commercial Floorspace in the LDO2 Development resulting in a total area that has been First Occupied that is equal to or in excess of the area specified; and</p> <p>in respect of any other trigger, the date of the exceedance by the parameter being measured of the level specified to be the trigger, immediately or for such period of time or</p>

	with such consistency as may be recorded within the trigger;
Bus Infrastructure Contribution	the sum of £921,931.74 for the purpose of providing a new bus stop to the east of the level crossing at Stanford-le-Hope Railway Station, together with associated highway and signage improvements to facilitate, promote and enable safe pedestrian and non-motorised user access to the bus stop and to avoid and minimise effects from the operation of the level crossing on the operation of public transport services (including the Bus Service), or such alternative scheme or proposal to facilitate public transport improvements in Stanford-le-Hope (to achieve the same purpose) as the Council and the LG Companies may agree in writing;
Bus Service	the operation of a bus route linking the Entire Development with local communities in accordance with the Bus Service Terms;
Bus Service Terms	the minimum levels of service that the Bus Service must provide, as set out in more detail in Schedule 4 or an amendment made pursuant to paragraph 5.2.
Development Roads	means the roads labelled 3a, 4b and 6c on the plan in Appendix 3, or such equivalent roads as the Council the LG Companies may agree in writing;
Highways Amenity Fund	the sum of £1,083,817.75 that was paid by the LG Companies to the Council on 28 April 2015, together with Interest;
J30 Trigger	200,000m ² of Commercial Floorspace within the LDO2 Development, or as extended or revised pursuant to paragraph 3.3;
Link Road	a road or route connecting the Property and the Thames Enterprise Park for the use of buses, developed by or on behalf of or with the support of the Council, the design and business case for which shall be approved by the Travel Plan Committee;
LTC	the A122 Lower Thames Crossing project for which National Highways applied to the Secretary of State for Transport for development consent under the Planning Act 2008 on 31 October 2022;
M25 Junction 30 Mitigation Works	the works to provide localised widening on the A13 Westbound approach, the A282 Northbound approach and the junction gyratory, and lane reallocation on the M25 southbound approach to accommodate reallocation of

	traffic lanes through the junction, and shown indicatively on drawing 24351-02-GA (Rev D) in Part 1 of Appendix 4;
Manorway Contribution	means the sum of £581,367 for the design and implementation of the Manorway Interchange Works or alternative improvement works to the Manorway Interchange that achieve the same or better outcomes for traffic flows at the Manorway Interchange as the Manorway Interchange Works;
Manorway Interchange Works	the works to provide localised widening and revised lane allocations shown indicatively on drawing 24351-01 in Part 2 of Appendix 4, together with all necessary reassessment of the signal controller design at the Manorway Interchange;
Manorway Trigger	150,000m ² of Commercial Floorspace within the LDO2 Development;
Payment Date	unless otherwise stated, not more than 21 days after the latter of: (a) the date that LDO2 comes into force; and (b) the receipt of a valid invoice for the relevant sum;
Revised Manorway Trigger	a quantifiable and certain trigger identified by the Council in consultation with the LG Companies, before the expiry of any period of Suspension, that may be identical or equivalent to the Manorway Trigger but which must always provide a reasonable opportunity for the LG Companies to complete the Manorway Interchange Works before this Revised Manorway Trigger is Breached;
Speed Control Contribution	the sum of £816,619.78 for the purpose of providing the Speed Control Measures, including design and management fees;
Speed Control Measures	speed cameras and associated infrastructure located on the A1014 The Manorway between the Sorrells roundabout and the A13 Manorway Interchange;
Suspend	in respect of the obligation in paragraph 4.1 (Manorway Interchange Improvements), to hold that obligation in abeyance so that, irrespective of whether the Manorway Trigger (or, as the case may be, a Revised Manorway Trigger) is Breached, there is deemed to be no non-compliance with this Deed in respect of that obligation for the duration of the Suspension, and Suspension shall be construed accordingly;
Sustainable Transport Fund	the funds paid by the LG Companies on first occupation of development authorised by LDO1 and LDO1.5, and held

	by the Council for the Travel Plan Committee to use for sustainable transport measures, insofar as they remain unspent at the date of this Deed, and including any accrued Interest;
Sustainable Transport Reserve Fund	the sum of £500,000 held by the LG Companies pursuant to paragraph 6.3 of this Schedule and managed in accordance with the terms in Schedule 3;
Travel Plan Committee	has the same meaning as in the Travel Plan.

The LG Companies covenant with the Council as follows:

2. GENERAL

2.1 The LG Companies shall not permit the First Occupation of any Commercial Floorspace during any period where a trigger for an obligation in this Part of this Schedule has been Breached and that obligation has not been completed or discharged, save where the obligation is Suspended.

2.2 Unless otherwise specified, any sums to be paid by the LG Companies pursuant to any obligation in this Part of this Schedule is to be paid by the Payment Date.

3. HIGHWAY IMPROVEMENTS – STRATEGIC ROAD NETWORK

3.1 Within 12 months of the coming into force of LDO2 (or such other timescales as the Parties may agree in writing pursuant to paragraph 3.2), the LG Companies and National Highways shall enter into a Section 278 Agreement to authorise the carrying out of the M25 Junction 30 Mitigation Works by the LG Companies, and the LG Companies shall complete the M25 Junction 30 Mitigation Works before the J30 Trigger is Breached.

3.2 The LG Companies and National Highways may by written agreement signed by both parties agree an alternative timescale for the completion of the actions set out in paragraph 3.1, save that any alternative timescale must allow for the LG Companies to complete the M25 Junction 30 Mitigation Works before the J30 Trigger is Breached.

3.3 The J30 Trigger may be extended or, in the alternative revised to utilise another quantifiable and certain trigger by reference to First Occupation of a revised amount of Commercial Floorspace, provided always:

3.3.1 the proposed change to the J30 Trigger is supported by evidence;

3.3.2 the Council is notified in advance of the proposed change and given a reasonable opportunity to provide comments, and National Highways and the LG Companies must have due regard to any comments provided by the Council; and

3.3.3 the Council is notified in writing of change made to the J30 Trigger.

3.4 Without prejudice to any other circumstances when they may wish to do so, the LG Companies and National Highways will implement paragraph 3.3 to agree a suitable revised J30 Trigger when:

3.4.1 suitable road-space booking to provide for the carrying out of the works under the Section 278 Agreement cannot be confirmed in sufficient time to allow for the

completion of the M25 Junction 30 Mitigation Works before the J30 Trigger will be Breached;

- 3.4.2 any such road-space booking that is confirmed is subsequently cancelled or postponed such as the M25 Junction 30 Mitigation Works cannot be completed before the J30 Trigger will be Breached,

and in such cases, where the LG Companies and National Highways cannot agree a suitable revised J30 Trigger, the LG Companies may refer the matter to the Dispute Resolution Procedure to settle a revised J30 Trigger.

3.5 The requirement under Clause 3.1 will be discharged where:

- 3.5.1 a third party has carried out, or has entered into a Section 278 Agreement with National Highways to carry out, improvement works which achieve the same or better outcomes as required by the M25 Junction 30 Mitigation Works;

- 3.5.2 the LG Companies provide evidence to the Council and National Highways reasonable satisfaction that the impacts have been mitigated or avoided such that the M25 Junction 30 Mitigation Works are no longer required; or

- 3.5.3 LTC is granted development consent by the Secretary of State for Transport and subsequently both:

(a) the Full Business Case for LTC (within the meaning of HM Treasury Green Book) has been approved by the relevant Minister; and

(b) the deadline for any legal challenge to the grant of development consent has lapsed or any challenges brought within that deadline have been definitively disposed of by the courts.

- 3.6 If, despite their reasonable endeavours, the LG Companies are unable to enter into a s278 Agreement with National Highways and complete the M25 Junction 30 Mitigation Works before the J30 Trigger is Breached, then the LG Companies will not be in breach of the obligation in paragraph 3.1 for the period of time after the J30 Trigger is Breached during which the LG Companies continue to take all reasonable endeavours to procure the completion of the s278 Agreement (if relevant) and the completion of the M25 Junction 30 Mitigation Works under the s278 Agreement.

4. HIGHWAY IMPROVEMENTS – LOCAL ROAD NETWORK

Manorway Interchange Improvements

4.1 Subject to the provisions of paragraphs 4.2 to 4.5, the LG Companies will:

- 4.1.1 use reasonable endeavours to enter into a s278 Agreement with the Council within 12 months of the coming into force of LDO2 (or such other timescales as the Parties may agree in writing) to confirm the design and specification of the Manorway Interchange Works; and

- 4.1.2 use reasonable endeavours to complete the Manorway Interchange Works before the Manorway Trigger is Breached.

4.2 The obligation in paragraph 4.1 will cease and determine in the event the LG Companies notify the Council that a third party has carried out and completed improvement works to the Manorway Interchange that achieve the same or better outcomes for traffic flows at the Manorway Interchange as the Manorway Interchange Works before the Manorway Trigger (or the Revised Manorway Trigger, if applicable) is Breached and the Council confirm the same

to the LG Companies in writing before the Manorway Trigger (or Revised Manorway Trigger) is Breached.

- 4.3 The Council may at its sole discretion elect to commence a Suspension in order to manage potential network constraints (including, but not limited to, works carried out to the A13 as part of the LTC), and if it so elects:
- 4.3.1 The Council will notify the LG Companies in writing that the obligation is Suspended, the reason for the Suspension, and the duration of the Suspension period;
- 4.3.2 At least 3 months before the end of the Suspension period (or such other time as the Council and the LG Companies may agree), the Council will provide a written notification to the LG Companies that will include, as circumstances require and as the case may be, some of the following:
- (a) confirmation that the period of Suspension will expire on the date specified in paragraph 4.3.1, and the Revised Manorway Trigger;
 - (b) a notification that the period of Suspension has been extended, which must also specify the revised date for the end of the Suspension period;
 - (c) confirmation that the obligation in paragraph 4.1 is no longer necessary to make the LDO2 Development acceptable in planning or EIA terms, or has otherwise been discharged, and has therefore ceased and determined absolutely.
- 4.4 The Council may provide written notice to the LG Companies at any time before a s278 Agreement has been entered into under paragraph 4.1.1 (or such other period as the Council and the LG Companies may agree in writing) that the obligation in paragraph 4.1 must instead be discharged by the LG Companies paying the Manorway Contribution to the Council.
- 4.5 In the event that the Council serves notice pursuant to paragraph 4.4 above the LG Companies shall pay the Manorway Contribution to the Council within 14 days of the date of the notice (or such later date as the notice may specify) and on receipt of the Manorway Contribution by the Council the obligation in paragraph 4.1 shall cease and determine.

Speed Control on The Manorway

- 4.6 The LG Companies must pay to the Council the Speed Control Contribution on the Payment Date.

Public Transport Infrastructure in Stanford-le-Hope

- 4.7 The LG Companies must pay to the Council the Bus Infrastructure Contribution on the Payment Date.

4.8 Continued Availability of the Highways Amenity Fund

- 4.9 The LG Companies confirm that the Highways Amenity Fund is to remain available to the Council for the purpose of implementing proposals to address highway-related issues in the wards of Stanford West, Stanford East & Corringham Town, The Homesteads, and Corringham & Fobbing.

5. PUBLIC TRANSPORT

- 5.1 The LG Companies shall provide or support the provision of the Bus Service for a period of 10 years (subject to paragraph 5.6) as from the day 6 months after the date on which LDO2 comes into force.
- 5.2 The Travel Plan Committee may from time to time revise, amend or update the Bus Service Terms by written notice, including pursuant to an application made by the LG Companies under paragraph 3 of Schedule 4. Such written notice will give the LG Companies sufficient time to allow for compliance with any legal or contractual timeframes relating to the change of the Bus Service.
- 5.3 The LG Companies shall safeguard and not do anything to prevent the construction of the Development Roads and must not prevent at least one of the Development Roads from being extended or connected into a Link Road, until the earliest of:
- 5.3.1 the date 10 years from the date LDO2 comes into force;
 - 5.3.2 a Link Road being identified that does not utilise any Development Road;
 - 5.3.3 the Council confirming that it is not possible to construct a Link Road extending from or connecting into any Development Road, or that the proposals for a Link Road are being permanently abandoned.
- 5.4 Following receipt of written notice from the Council that the Travel Plan Committee has approved the design of the Link Road and the business case for the Link Road, in so far as the Link Road is within the boundary of the Property, the LG Companies will use reasonable endeavours to deliver that Link Road along the Development Roads and will take such measures as are necessary and within the LG Companies' power and any measures as are reasonably identified by the Travel Plan Committee to facilitate and enable the Bus Service to utilise the Link Road from the date of the opening of the Link Road and shall maintain that part of the Link Road that is within the Property in good condition for the lifetime of the Entire Development.
- 5.5 Notwithstanding any other provision of this Deed or of the Travel Plan, the LG Companies will not be obliged to become the operator of any local service within the meaning of section 2 of the Transport Act 1985. Should at any time the provision of the Bus Service be, or be alleged to be, the operation of a local service by the LG Companies, the LG Companies may make any reasonable changes to the way in which the Bus Service is provided to ensure that the LG Companies are not in the position of operating a local service or of requiring a PSV operators' licence under section 12 of the Public Passenger Vehicles Act 1981.
- 5.6 Should the Council introduce any scheme of bus franchising under the Transport Act 2000, the Council will, subject to any consultation and necessary statutory processes, specify within the bus franchising scheme and any subsequent franchising contracts, services providing the functionality of the Bus Service. Upon the commencement of operation of such services pursuant to the bus franchising scheme, the obligations of the LG Companies under Clause 5.1 will cease.

6. TRAVEL PLAN AND SUSTAINABLE TRANSPORT MEASURES

- 6.1 The LG Companies will implement and comply with the Travel Plan and will further procure (and as the circumstances reasonably require, enforce) compliance by relevant Occupiers with the applicable provisions of the Travel Plan.
- 6.2 The LG Companies acknowledge that the Sustainable Transport Fund is held by the Council and will remain available in accordance with the terms in Schedule 3.

6.3 On the making of LDO2, the LG Companies will place the Sustainable Transport Reserve Fund into a separate bank account and will hold the Sustainable Transport Reserve Fund on trust for the Travel Plan Committee on the terms set out in Schedule 3.

7. **EMPLOYMENT LEARNING & SKILLS – SOCIAL VALUE FRAMEWORK**

7.1 The purpose of this obligation is to support the development of skills relevant to economic growth and needs of employers in the short and long term in the Essex and Wider South East area.

7.2 In respect of each plot or element of common infrastructure of the Entire Development, the LG Companies will procure compliance by relevant contractors and occupiers, with effect from the date of this Deed:

7.2.1 one month prior to the commencement of construction the appointed principal contractor shall apply for membership of the Thurrock Economic Development and Skills Partnership (“EDSP”) and, once accepted, shall use Reasonable Endeavours to actively participate and engage with the EDSP and the EDSP Delivery Group where appropriate. Such engagement shall include attendance at EDSP meetings. The principal contractor must remain a member of the EDSP for the duration of the construction works or until the EDSP is dissolved, whichever is the earlier;

7.2.2 one month prior to Occupation any occupier with more than 100 site staff shall apply for membership of the EDSP and, once accepted, shall use Reasonable Endeavours to actively participate and engage with the EDSP. Such engagement shall include attendance at EDSP meetings. The occupier must remain a member of the EDSP for the duration of Occupation or until the EDSP is dissolved, whichever is the earlier.

7.3 The purpose of participation in the EDSP as specified in 7.2.1 and 7.2.2 above shall be to:

7.3.1 contribute towards the evidence base which informs EDSP;

7.3.2 raise awareness of and improve the perception of the construction and logistics industries so as to encourage the take up of related training and job opportunities within these sectors;

7.3.3 contribute and assist the EDSP to ensure that emerging training provision is aligned to the needs of these sectors both in the present and future;

7.3.4 inform the scope of emerging initiatives to promote and enhance the employment market and skills opportunities;

7.3.5 raise awareness of emerging employment opportunities.

7.4 The Council and the LG Companies will review the relevance and effectiveness of this paragraph in promoting the stated purposes every five years and shall consult with businesses in the LDO2 Development at the time of each such review. This is without prejudice to the statutory procedures for modification and discharge of a Section 106 Agreement if no useful purpose is served by an obligation.

8. **MONITORING**

8.1 The LG Companies shall implement all mitigation, monitoring and management requirements under the Ecological Mitigation and Management Plan in so far as that Plan makes provisions which outlast the expiration or determination of LDO2.

- 8.2 The LG Companies shall submit to the Council and National Highways an Annual Monitoring Report on each anniversary of the date of the coming into force of LDO2 for the duration of the Monitoring Period.
- 8.3 The Council and National Highways may publish the information provided to it within each Annual Monitoring Report as necessary to fulfil its functions.

PART 2

THE COUNCIL COVENANTS

- 9.1 The Council covenants with the LG Companies to:
- 9.1.1 use reasonable endeavours to allocate and use the Highways Amenity Fund to address highway-related issues in the wards of Stanford West, Stanford East & Corringham Town, The Homesteads and Corringham & Fobbing;
 - 9.1.2 use all payments received pursuant to this Deed for the purposes specified in this Deed;
 - 9.1.3 use reasonable endeavours to provide, procure or install the Speed Control Measures so that the Speed Control Measures are commissioned prior to the First Occupation of 580,000m² of Commercial Floorspace within the Entire Development;
 - 9.1.4 hold the Sustainable Transport Fund in accordance with the terms set out in Schedule 3 of this Deed; and
 - 9.1.5 repay unused and unspent monies paid to the Council under the terms of this Deed in accordance with Clause 13.1.2 of this Deed or as otherwise specifically provided for in this Deed.

PART 3

NATIONAL HIGHWAYS COVENANTS

- 10.1 Provided always that the LG Companies first comply with the reasonable requirements of National Highways in respect of design work and the provision of information, National Highways covenants with the LG Companies and the Council to:
- 10.1.1 enter into a s278 Agreement with the LG Companies in accordance with paragraph 3.1 in Part 1 as soon as possible;
 - 10.1.2 use all reasonable endeavours pursuant to the Section 278 Agreement and pursuant to any internal National Highways procedures such as any roadspace booking processes to assist the delivery by the LG Companies of the M25 Junction 30 Mitigation Works prior to the J30 Trigger being Breached; and
 - 10.1.3 agree such changes to the timescales and triggers in paragraph 3 in Part 1 of this Schedule as may be required to ensure that the LG Companies are not caused to be in breach of this Deed by reason of factors outside of the LG Companies' control and influence.

SCHEDULE 3

TERMS APPLICABLE TO THE SUSTAINABLE TRANSPORT FUND AND THE SUSTAINABLE TRANSPORT RESERVE FUND

- 1.1 The Travel Plan Committee is responsible for allocating and using the Sustainable Transport Fund for measures to support sustainable transport.
- 1.2 The Travel Plan Committee may at any time make a written request to the LG Companies (in a form reasonably required by the LG Companies) for the transfer of funds from the Sustainable Transport Reserve Fund into the Sustainable Transport Fund. Such a request must specify:
- (a) the current value of the Sustainable Transport Fund;
 - (b) the amount of the Sustainable Transport Fund that has been allocated to sustainable transport measures, but not yet spent;
 - (c) if applicable, the value that would, were there sufficient monies available in the Sustainable Transport Fund, be allocated to specified sustainable transport measures;
 - (d) the value of funds requested from the Sustainable Transport Reserve Fund.
- 1.3 The “**Minimum Transfer Amount**” shall be whichever is lowest of:
- (a) the value requested in accordance with paragraph 1.2(d) above;
 - (b) the funds required so that, once the funds allocated or to be allocated are removed (calculated in accordance with paragraphs 1.2(b) and/or 1.2(c)), the Sustainable Transport Fund is valued at £50,000; or
 - (c) the remaining balance available in the Sustainable Transport Reserve Fund.
- 1.4 If the value of the Sustainable Transport Fund once the funds allocated or to be allocated are removed (calculated in accordance with paragraphs 1.2(b) and 1.2(c)) will be less than £50,000, the LG Companies must, within 14 days of the receipt of a written request from the Travel Plan Committee, transfer into the Sustainable Transport Fund the Minimum Transfer Amount.
- 1.5 Without prejudice to the provisions of paragraph 1.4, the LG Companies may at any time and at its sole discretion transfer more than the Minimum Transfer Amount, provided always that any requirements relating to anti-money laundering regulations are complied with.
- 1.6 The sums specified in this Schedule shall not be subject to Indexation, but any Interest payable on the Funds must be retained and form part of the value of the relevant Fund.
- 1.7 Any funds remaining in the Sustainable Transport Fund and the Sustainable Transport Reserve Fund that are unallocated and unused and which are not defined in an existing transfer request pursuant to paragraph 1.2(c) on the expiry of 10 years after the date LDO2 comes into force or, if different, the date of the dissolution of the Travel Plan Committee:
- (a) in the case of the Sustainable Transport Fund, will be refunded to the LG Companies (or such other entity as originally made the relevant payment into the Sustainable Transport Fund) no later than twenty (20) business days following the dissolution of the Travel Plan Committee; and

- (b) in the case of the Sustainable Transport Reserve Fund, shall revert to the full ownership and use of the LG Companies.

SCHEDULE 4

BUS SERVICE – SERVICE LEVELS

1. MINIMUM SERVICE LEVELS

- 1.1 The LG Companies covenant to ensure that the Bus Service to be provided or supported pursuant to paragraph 5.1 of Schedule 2 is to meet at least the following minimum service levels and requirements, as may be amended by the Council and the LG Companies in writing from time to time:
- 1.1.1 Linking the Entire Development to Stanford-le-Hope Station, Stanford-le-Hope and Corringham (including Corringham Town Centre);
 - 1.1.2 Locations in the Property for passengers to embark and disembark must be within 400m actual walking distance of every Commercial Unit in the Entire Development;
 - 1.1.3 Not less than hourly frequency within the peak periods of 06:00-10:00 and 14:00-18:00, associated with key shift patterns;
 - 1.1.4 Bus size to meet existing and expected future user demand, but at all times to seat not less than 16 passengers;
 - 1.1.5 Service to be provided 7 days a week (unless shift patterns are demonstrated by the LG Companies not to operate across one or more days of the week).

2. CHARGING

- 2.1 There is no requirement that the Bus Service is provided free of charge to end users (but nothing shall prohibit the LG Companies from providing the Bus Service free of charge or with a full or partial subsidy, at its sole discretion).

3. CHANGES TO REFLECT SHIFT PATTERN CHANGES

- 3.1 The LG Companies may at any time apply to the Travel Plan Committee in writing to change the frequency of the Bus Service, such application to be accompanied by the proposed alternative bus operating times and evidence demonstrating that the proposed alternative bus operating times are justified having regard to the latest shift patterns or other workforce requirements.
- 3.2 The Travel Plan Committee may request such further information as it considers necessary to make a decision to approve, approve in part, or reject an application made under paragraph 3.1.
- 3.3 The Travel Plan Committee must provide written notification to the LG Companies of its decision within 28 days of the application (or, if requested, the further information) being received by it, or such other timescales as the parties may agree acting reasonably.

4. INTEGRATION WITH THE LONDON GATEWAY PORT AND THE THAMES ENTERPRISE PARK

- 4.1 The LG Companies must use best endeavours to integrate the Bus Service with the Port.
- 4.2 From such date as the Council provides notice to the LG Companies that it is proceeding with a Link Road under paragraph 5.4 of Schedule 2, the LG Companies will use all reasonable endeavours to integrate the Bus Service with the Thames Enterprise Park from the date that the Link Road is first opened for use by buses.

SCHEDULE 5

OBLIGATIONS THAT SHALL APPLY PURSUANT TO CLAUSE 9.5

1. The obligations that will apply to the Entire Development from the date Clause 9.5 takes effect are:

1.1 Where LDO2 has not been Implemented:

1.1.1 Paragraphs 2 (Travel Plan and Public Transport Measures) and 5.2 (Ecological Mitigation and Management Plan) of Schedule 2 to the LDO1.5 s106 Agreement (as reproduced at paragraph 1.3); and

1.1.2 Paragraphs 7.2, 7.3 (Employment Learning & Skills – Social Value Framework) of Schedule 2 to this Deed.

1.2 Where LDO2 has been Implemented, the obligations in paragraphs 6.1, 7.2, 7.3 and 8 (Monitoring) of Schedule 2.

1.3 The paragraphs from Schedule 2 to the LDO1.5 s106 Agreement are:

Travel Plan and Public Transport Measures:

2.1 The LG Companies will procure the implementation of the Travel Plan [as defined in the LDO1.5 s106 Agreement], including as to payments to [the Council] according to its terms.

2.2 [The Council] acknowledges in respect of the Travel Plan [as defined in the LDO1.5 s106 Agreement], the payments set out [below:]

Sum of £115,233.44 received in July 2012 in respect of bus service funding under the Travel Plan;

Pursuant to paragraph 5.4 of the Travel Plan which is included at Appendix 4 [of the LDO1.5 s106 Agreement]: The Travel Plan Levy has been paid and received by TBC in relation to various plots, including (but not limited to) Plots 4010, 3010, 1020, 1050, 1070, 1080, 4020a and 4020b.

Ecological Mitigation and Management Plan:

5.2 The LG Companies will implement all mitigation, monitoring and management requirements under the Ecological Mitigation and Management Plan in so far as that Plan makes provisions which outlast the expiration or determination of the LDO1.5.

APPENDIX 1
LOCAL DEVELOPMENT ORDER 2

APPENDIX 2
LONDON GATEWAY PROPERTY PLAN

APPENDIX 3
DEVELOPMENT ROADS PLAN

APPENDIX 4

PART 1

M25 J30 MITIGATION WORKS PLAN: 24351-02-GA (REV D)

PART 2

MANORWAY INTERCHANGE WORKS PLAN REFERENCE: 24351-01

APPENDIX 5
TRAVEL PLAN