

## GOVERNANCE STRUCTURE AND SCHEME OF DELEGATIONS

### GOVERNANCE STRUCTURE

**[Below is Schedule 1, paragraph 3.1.1-3.1.4 of Smithfield Joint Venture Agreement @ 12.2.2020]**

#### 3 REPRESENTATIVES

#### 3.1 Appointment of Representatives

3.1.1 The JV Members shall each be entitled to appoint up to:

- (a) [Three]<sup>1</sup> Project Board Representatives and each JV Member shall procure that there shall always be not less than [two] Project Board Representatives on the Project Board validly appointed by it; and
- (b) such number of Implementation Group Representatives as each JV Member shall from time to time notify to the other JV Member.

3.1.2 The expectation of the JV Members is that a matter which requires the agreement of the JV Members shall (subject to delegation as referred to in paragraph 2 above) be discussed and if appropriate approved between:<sup>2</sup>

- (a) Acting Director of Inclusive Growth (for BCC as a JV Member); and
- (b) [x] (for JVA PSP as a JV Member);

3.1.3 The first Project Board Representatives shall be:

- (c) Smithfield Programme Director (BCC Project Board Representative);
- (d) Assistant Director Transport & Connectivity (BCC Project Board Representative);
- (e) Assistant Director Development and Commercial (BCC Project Board Representative);
- (f) Smithfield Development Lead (BCC Project Board Representative);
- (g) [X] (JVA PSP Project Board Representative);
- (h) [X] (JVA PSP Project Board Representative);
- (i) [X] (JVA PSP Project Board Representative);
- (j) [X] (JVA PSP Project Board Representative);

who shall each be appointed on the date of this Agreement.

3.1.4 The first Implementation Group Representatives shall be:

- (a) Smithfield Development Lead (BCC Implementation Group Representative);

---

<sup>1</sup> BB 9.8.2019: checking with BCC.

<sup>2</sup> LL Note: JV Members to confirm relevant persons. BCC to make proposal, and Lendlease to match with appropriate team members. BB 23.11.2019: await instructions.

- (b) [X] (BCC Implementation Group Representative);
- (c) [X] (BCC Implementation Group Representative);
- (d) [X] (JVA PSP Implementation Group Representative);
- (e) [X] (JVA PSP Implementation Group Representative);
- (f) [X] (JVA PSP Implementation Group Representative);

who shall each be appointed on the date of this Agreement.

## SCHEME OF DELEGATION

**Note: the parties hereto are not obliged to comply with the Scheme of Delegation. It is indicative only, and does not have legal effect for the purpose of this Agreement.**

NAME	RELEVANT DECISIONS
JV Members	<ul style="list-style-type: none"> <li>• Approval and adoption of the PSP Masterplan</li> <li>• Approval and annual adoption of the Business Plan (except that, for avoidance of doubt, in-year, non-material updates or amendments to the Business Plan in accordance with the Joint Venture Agreement, Schedule 1, paragraph 2.2.3, may be approved by the Project Board as described in the delegations to the Project Board, below)</li> <li>• Approval of amendments to the PSP Masterplan (except to the extent that the JV Members from time to time delegate authority to the Project Board to approve amendments to the PSP Masterplan)</li> <li>• Approval of in-year material updates or amendments to the Business Plan</li> <li>• Approval of any Planning Applications</li> <li>• Approval of application for any reserved matters, or changes to reserved matters</li> <li>• Approving the detail of specific Phases (which must be consistent with the PSP Masterplan and Business Plan as adopted from time to time) including as to specification, tenure, number of units, and public realm</li> <li>• Approval of a Phase Programme, and approval of amendments to a Phase Programme, which would affect achievement of the relevant Condition Target Dates, Condition Longstop Dates, Condition Absolute Longstop Dates, Construction Completion Target Date, Construction Completion Longstop Date or Construction Completion Absolute Longstop Date for that Phase or subsequent Phases</li> <li>• Approval of Phasing Plan, Land Assembly Strategy, Long-term Property Management Plan, and of amendments to Phasing Plan, Land Assembly Strategy, Long-term Property Management Plan</li> <li>• Approval of Phase Viability Plans</li> <li>• Approval of the incorporation of Additional Sites into this Agreement</li> <li>• Notwithstanding paragraph 1.1 of Schedule 11 of the Joint Venture Agreement, agreement that, and/or of the extent to which, an individual item of expenditure (or aggregate expenditure relating to the same subject matter) which does not fall within the matters expressly referred to in paragraphs 2 to 10 (inclusive) of Schedule 1, but which exceeds £50,000 (excluding VAT), shall constitute a "Development Cost" under the Joint Venture Agreement</li> <li>• [Approval of any action or expenditure which is a material variation [(an action or expenditure which is a material variation being a variation of more than £[     ])] to the costs allocated in the Business Plan or in any approved budget]<sup>3</sup></li> </ul>

<sup>3</sup> BB 11.2.2020: this approval right is not currently expressly provided for in JVA (so in absence of any other statement, would fall to be dealt with by JV Members). We suggest including this in Scheme of Delegation, and possibly say what amount is "material" for this purpose. (This differs from preceding bullet point, which deals with items not in Business Plan/otherwise in paras 2-10 (inclusive) of Schedule 1.)

NAME	RELEVANT DECISIONS
Project Board	<ul style="list-style-type: none"> <li>• Approving any amendments to the PSP Masterplan in so far as authority to do so is delegated from time to time to the Project Board by the JV Members</li> <li>• Approving in-year, non-material updates or amendments to the Business Plan in accordance with the Joint Venture Agreement, Schedule 1, paragraph 2.2.3</li> <li>• Approval of amendments to a Phase Programme, which would not affect achievement of the relevant Condition Target Dates, Condition Longstop Dates, Condition Absolute Longstop Dates, Construction Completion Target Date, Construction Completion Longstop Date or Construction Completion Absolute Longstop Date for that Phase or subsequent Phases</li> <li>• The day-to-day oversight and control of the joint venture between the JV Members, pursuant to the Joint Venture Agreement and related documents</li> <li>• [Oversight of the Implementation Group]<sup>4</sup></li> <li>• [Approval of any action or expenditure which is not a material variation [(an action or expenditure which is not a material variation being a variation of up to £[     ])] to the costs allocated in the Business Plan or in any approved budget.]<sup>5</sup></li> <li>• Agreement of Infrastructure Licence Areas pursuant to the Joint Venture Agreement</li> </ul>
Implementation Group	<ul style="list-style-type: none"> <li>• [Day-to-day operational management of the Development]<sup>6</sup></li> <li>• [Approval of any action or expenditure which is a minor variation [(an action or expenditure which is a minor variation being a variation of up to £[     ])] to the costs allocated in the Business Plan or in any approved budget.]<sup>7</sup></li> <li>• Agreement of Infrastructure Licence Areas pursuant to the Joint Venture Agreement (so far as the JV Members or the Project Board delegate authority to the Implementation Group to do so)</li> <li>• Agreement of a brief, scope of works and methodology for carrying out site investigation works, in connection with satisfying the Phase Ground Conditions Condition for any Phase]</li> </ul>

---

<sup>4</sup> BB 11.2.2020: not provided for in JVA but we suggest should be included.

<sup>5</sup> BB 11.2.2020: as earlier footnote, this approval right is not currently expressly provided for in JVA (so in absence of any other statement, would fall to be dealt with by JV Members). We suggest including this in Scheme of Delegation, and possibly say what amount is not “material” for this purpose.

<sup>6</sup> BB 11.2.2020: not provided for in JVA but we suggest should be included.

<sup>7</sup> BB 11.2.2020: as earlier footnote, this approval right is not currently expressly provided for in JVA (so in absence of any other statement, would fall to be dealt with by JV Members). We suggest including this in Scheme of Delegation, and possibly say what amount is “minor” for this purpose.