

**CERTIFICATE ISSUED UNDER SECTION 3 OF  
THE LOCAL GOVERNMENT (CONTRACTS) ACT 1997 (1997 ACT) AND THE LOCAL  
AUTHORITY (CONTRACTS) REGULATIONS 1997 (REGULATIONS) IN CONNECTION  
WITH PFI STREETLIGHT REFINANCING**

This certificate is issued by the Mayor and Burgesses of the London Borough of Croydon (**Council**) under Section 3 of the 1997 Act and the Regulations in respect of:

1. a deed of variation dated on or around the date of this certificate and entered into between (1) the Council (along with The Mayor and Burgesses of the London Borough of Lewisham) (together known as the "**Councils**") and (2) Lewisham Lighting Services Limited (**Service Provider**) (hereby known as the "**Deed of Variation**"), which relates to a project agreement dated 19 April 2011 between the Council and the Service Provider to provide certain works and services to the Councils (**Project Agreement**); and
2. a direct agreement, entered into between (1) the Councils (2) Aviva Public Private Finance Limited PLC (**Security Trustee**) and (4) the Service Provider (**Direct Agreement**), which relates to the Project Agreement and establishes certain agreements between the Councils, Security Trustee and Service Provider.

I, [Jane West] am the Interim Chief Financial Officer (pursuant section 151 of the Local Government Act 1972). I issue this certificate pursuant to the 1997 Act and the Regulations in respect of the Deed of Variation and Direct Agreement, which are both a "certified contract" as defined in Section 2 of the 1997 Act.

**1 Period of the Deed of Variation and Direct Agreement – Section 3(2)(a) of the 1997 Act**

The Deed of Variation and Direct Agreement are to operate (subject as provided therein) from their respective dates until the earlier of their expiry or termination.

**2 Purpose of the Deed of Variation and Direct Agreement – Section 3(2)(b) of the 1997 Act**

2.1 The purpose of the Deed of Variation is (inter alia) to be supplemental to the Project Agreement and to acknowledge that the Service Provider has proposed a refinancing of the refinancing documents under the Project Agreement, ensure a refinancing gain is paid to the Councils.

2.2 The purpose of the Direct Agreement is (inter alia), is for the Councils to provide the Security Trustee a period of advanced notice of Project Agreement termination, and also offer "step in" rights.

**3 Contract Type – Section 3(2)(c) of the 1997 Act**

The Deed of Variation and Direct Agreement are contracts falling within Section 4(3) of the 1997 Act.

**4 Powers to enter into the Deed of Variation and Direct Agreement – Section 3(2)(d) of the 1997 Act**

The Council has the power to enter into the Deed of Variation pursuant to:

- 4.1 Section 111 of the Local Government Act 1972;
- 4.2 Section 1 of the 1997 Act; and
- 4.3 Section 1 of the Localism Act 2011.

**5 Copies of certificate – Section 3(2)(e) of the 1997 Act**

A copy of this certificate is to be given to each person to whom a copy is required to be given by the Regulations as follows:

- 5.1 pursuant to Regulation 3 of the Regulations, the Service Provider, and the Security Trustee; and
- 5.2 pursuant to Regulation 4 of the Regulations, to the monitoring officer and the auditor of the Council.

**6 Matters to be dealt with in certificate – Section 3(2)(f) of the 1997 Act and Regulation 6 of the Regulations**

The main relevant functions, the discharge of which the Deed of Variation and Direct Agreement are calculated to facilitate, and/or is conducive to and/or incidental to, are those conferred by:

- 6.1 Section 111 of the Local Government Act 1972;
- 6.2 Section 1 of the 1997 Act; and
- 6.3 Section 1 of the Localism Act 2011.

**7 Requirements with respect to issue of certificate – Section 3(2)(g) of the 1997 Act**

The Council has complied with or will comply with all requirements imposed by the Regulations with respect to the issue of certificates under Section 3 of the 1997 Act.

**8 Consent of the other Parties to the Deed of Variation and Direct Agreement – Section 3(4) of the 1997 Act**

- 8.1 The Service Provider is the only other party to the Deed of Variation and by clause 9.2 of the Deed of Variation, the Service Provider consented to the issue of this certificate pursuant to Section 3(4) of the 1997 Act.
- 8.2 The Service Provider and the Security Trustee are the only other parties to the Direct Agreement and by clause 19.2 of the Direct Agreement, consented to the issue of this certificate pursuant to Section 3(4) of the 1997 Act.

**Signature – s3(3) of the 1997 Act and Regulation 7 of the Regulations**

**Signed.....**

being duly authorised for and on behalf Mayor and  
Burgesses of the London Borough of Croydon as an officer responsible under section 151 of the  
Local Government Act 1972.

**Dated.....2023**

**Copies to:**

- The Service Provider
- The Security Trustee
- The Council's Monitoring Officer
- The Council's External Auditor