

DATED

8 August

2012

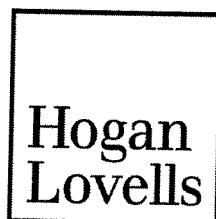
**THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN**

- AND -

**KING'S CROSS CENTRAL (TRUSTEE NO. ONE) LIMITED
AND KING'S CROSS CENTRAL (TRUSTEE NO. TWO)
LIMITED**

1. **SUPPLEMENTAL AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) AND OTHER POWERS; AND**
2. **DEED OF VARIATION PURSUANT TO SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED) AND OTHER POWERS**

**RELATING TO THE SECTION 106 AGREEMENT DATED 22 DECEMBER 2006
FOR KING'S CROSS CENTRAL LONDON**



Y0724.00380/2636297
CM1MG

THIS DEED is made the

8th

day of

August

2012

BETWEEN:

- (1) **The Mayor and Burgesses of the London Borough of Camden** of Town Hall, Judd Street, London WC1H 9LP (the "**Council**") which expression shall include its statutory or other successors; and
- (2) **King's Cross Central (Trustee No. One) Limited** (company registration number 06387698) and **King's Cross Central (Trustee No. Two) Limited** (company registration number 06387722) both of 5 Albany Courtyard Piccadilly London W1J 0HF acting as trustees on behalf of **King's Cross Central Limited Partnership** (registered with number LP12617 under the Limited Partnership Act 1907) acting by its general partner **King's Cross Central General Partner Limited** (registered in England and Wales with company number 06387691) whose registered office is at 5 Albany Courtyard, Piccadilly, London W1J 0HF (the "**Developer**") which expression shall include its successors in title and assigns

WHEREAS:

- (A) On 22 December 2006 the Council, the Secretary of State for Transport, London & Continental Railways Limited, National Carriers Limited, Argent (King's Cross) Limited and TfL entered into a Deed pursuant to the provisions of s106 Town and Country Planning Act 1990 as amended and other enabling powers (the "**Agreement**").
- (B) The Agreement was varied by Deeds of Variation dated 8 April 2008, 30 July 2010, 11 January 2011, 4 November 2011, 23 December 2011 and 20 June 2012.
- (C) The Council and the Developer have agreed to vary the Agreement and to enter into supplemental obligations as set out in this Supplemental Agreement and Deed of Variation (the "**Deed**").

NOW THIS DEED WITNESSES as follows:

1. This Deed is entered into by the parties pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 as amended and all other powers enabling the Council in this behalf.
2. Save as expressly provided otherwise in this Deed the words and expressions used in this Deed shall have the same meaning as in the Agreement.
3. Saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Agreement shall continue to have full force and effect.
4. The Agreement shall be varied in the manner set out in Schedule 1 to this Deed, such that the words set out under the heading "Existing Text" in the Schedule are replaced or added to (as the case may be) by the words set out under the heading "Change" in the Schedule. Schedule 2 shows the effect of these variations and reflects Part 2 Section B: Employment & Training Post-Construction of the Agreement as so varied.
5. The Agreement shall be read and construed as if the variations and supplemental provisions set out in clause 4 above had appeared in the Agreement as originally executed.

6. This Deed shall be registered as a local land charge by the Council.
7. The Developer shall pay the Council its proper and legal costs not exceeding £650 incurred in relation to the completion of this Agreement on or prior to the date of completion of this Agreement.

SCHEDULE 1

VARIATIONS TO PART 2 SECTION B: EMPLOYMENT & TRAINING POST-CONSTRUCTION

Number	Reference	Existing Text	Change:
1.	Part 2, Section B, Definition of "Skills and Recruitment Centre"	<p>A centre to be constructed by the Developer in accordance with (i) to (iii) below comprising a centre to offer recruitment and skills services to employers, employees and job-seekers and other business support as may be agreed between the Developer and the Council in order to develop a qualified local workforce with the objective of securing the Local Employment Objective Target. The centre must meet the following minimum specification and in respect of which further details are contained at Schedule B, Part 1:-</p> <ul style="list-style-type: none"> (i) Premises comprising not less than 250 sq m NIA; (ii) sited in a reasonably prominent location within the Development such location to be approved by the Council before Implementation of the same, a response to be made by the Council in accordance with the Review Procedure; (iii) fitting out of the centre to be to a Category A Finish. 	<p>A centre to be constructed and provided by the Developer in accordance with (i) to (iii) below comprising a centre to offer recruitment and skills services to employers, employees and job-seekers and other business support as may be agreed between the Developer and the Council in order to develop a qualified local workforce with the objective of securing the Local Employment Objective Target. The centre must meet the following minimum specification and in respect of which further details are contained at Schedule B, Part 1:-</p> <ul style="list-style-type: none"> (i) Premises comprising not less than 250 sq m NIA; (ii) sited in a reasonably prominent location within the Development such location (or any re-location during the period of its provision) to be approved by the Council before Implementation of the same in accordance with the Review Procedure; (iii) fitting out of the centre to be to a Category A Finish.
2.	Part 2, Section B, Definition of "SRC Lease"	A lease of the Skills and Recruitment Centre to be granted by the Developer to the Council in accordance with the heads of terms annexed at	Delete this definition.

Number	Reference	Existing Text	Change:
		Schedule 2.	
3.	Part 2, Section B, Definition of "SRC Operating Costs"	The proper costs of operating the Skills and Recruitment Centre.	Delete this definition.
4.	Part 2, Section B, para 1	Subject to the provisions of Clause 21 of Part 1 and the Council having served a Lease Acceptance, no floorspace within the Development shall be First Occupied for B1 purposes until the Skills and Recruitment Centre has been Practically Completed.	Delete para 1.
5.	Part 2, Section B, para 2	2. No later than three (3) months following Practical Completion of the Skills and Recruitment Centre the Developer shall grant the SRC Lease.	1. No later than twelve (12) months following the First Occupation within the Development for B1 purposes, the Developer shall provide the Skills and Recruitment Centre.
6.	Part 2, Section B, para 3	3. If the SRC Lease has not been granted in accordance with paragraph 2 due only to the default of the Developer or where the only outstanding actions are on the part of and entirely within the control of the Developer the Developer shall not carry out or permit to be carried out any further works of construction on the Site beyond the laying of foundation slabs until such time as paragraph 2 has been complied with.	2. If the Developer has not provided the Skills and Recruitment Centre in accordance with paragraph 1 the Developer shall not carry out or permit to be carried out any further works of construction on the Site beyond the laying of foundation slabs until such time as paragraph 1 has been complied with.
7.	Part 2, Section B, para 4	Remains unchanged	Renumber as para 3
8.	Part 2, Section B, paras 5, 6 and 7	5 Prior to First Occupation for B1 purposes of any floor space within the Development the Developer shall pay to the Council £40,000 towards the SRC Operating Costs. 6 Upon each of the first	Delete paras 5, 6 and 7 and replace with new para 4 to read: 4. The Developer shall be responsible for paying all property costs in relation to the Skills and Recruitment Centre, including any business

Number	Reference	Existing Text	Change:
		<p>to ninth anniversaries following the date of the payment made under paragraph 5 the Developer shall pay to the Council £40,000 towards the SRC Operating Costs.</p> <p>7 If at any time the payments in paragraphs 4, 5, and 6 have not been paid in accordance with the terms of this Agreement the Developer shall not carry out or permit to be carried out any further works of construction on Site until such time as the payments have been made.</p>	<p>rates, cleaning, utilities, maintenance or service charge costs.</p>
9.	Part 2, Section B, para 8	<p>8. On or prior to Practical Completion of 100,000 sq m GEA of buildings on the Site the Developer shall provide the Council with marketing assistance in relation to the Skills and Recruitment Centre by way of the following:-</p> <p>(a) a payment not exceeding £75,000 towards the costs expended or anticipated to be expended by the Council (evidence of such costs and anticipated costs to be provided to the Developer by the Council should the Developer request the same) in marketing initiatives in relation to the Skills and Recruitment Centre, or</p> <p>(b) provided that a notice to the effect that such services are to be provided has been given before 50,000 sq m of GEA of development on the Site are Occupied, services to a value not exceeding £75,000 in</p>	<p>Delete para 8 and replace with new paras 5 and 6 to read:</p> <p>5. No later than twelve (12) months following the First Occupation within the Development for B1 purposes, the Developer shall make available to the Employment Liaison Officer a sum not exceeding £75,000 such sum to be spent by the Employment Liaison Officer on marketing initiatives in relation to the Skills and Recruitment Centre.</p> <p>6. The Developer shall consult the Council about the marketing initiatives to be undertaken and such initiatives shall be approved by the Council before such initiatives are implemented, a response to be made by the Council in accordance with the Review Procedure.</p>

Number	Reference	Existing Text	Change:
		<p>assisting in the marketing of the Skills and Recruitment Centre</p> <p>always provided that the Developer has fully consulted the Council and the Council has approved the form of assistance to be provided by the Developer under sub paragraph 8(b), taking into account its budgets, its prior commitments and its expenditure at the time of consultation</p>	
10.	Part 2, Section B, paras 9, 10 and 11	Remains unchanged	Re-number as paras 7, 8 and 9
11.	Part 2, Section B, para 12	<p>12. Following the completion of the SRC Lease and upon approval of the SRC Support Plan the Developer shall:</p> <p>(a) use reasonable endeavours to comply with the provisions of the SRC Support Plan;</p> <p>(b) provide at its own expense the Employment Liaison Officer to assist in the implementation of the SRC Support Plan;</p> <p>(c) use reasonable endeavours to provide adequate support to the Employment Liaison Officer to enable him to effectively and successfully carry out his roles and responsibilities aimed towards achieving the Local Employment Objective Targets;</p> <p>(d) provide and thereafter maintain an appropriate website for the Skills and Recruitment Centre in accordance with the SRC</p>	<p>Re-number as para 10 and change to read:</p> <p>10. Following the approval of the SRC Support Plan the Developer shall:</p> <p>(a) use reasonable endeavours to comply with the provisions of the SRC Support Plan;</p> <p>(b) provide at its own expense the Employment Liaison Officer to assist in the implementation of the SRC Support Plan;</p> <p>(c) use reasonable endeavours to provide adequate support to the Employment Liaison Officer to enable him to effectively and successfully carry out his roles and responsibilities aimed towards achieving the Local Employment Objective Targets;</p> <p>(d) provide and thereafter maintain an appropriate website for the Skills and Recruitment Centre in accordance with the SRC</p>

Number	Reference	Existing Text	Change:
		Support Plan.	Support Plan.
12.	Part 2, Section B, paras 13 and 14	Remains unchanged save for cross-references in para 14 to "paragraphs 12 and 13"	Renumber as paras 11 and 12 and amend para cross-references to "paragraphs 10 and 11".
13.	Part 2, Section B, para 15	15. On completion of the SRC Lease until the SRC Termination Date the Developer shall provide at its own expense the Employment Liaison Officer who shall assist in the implementation of the SRC Support Plan with the objective of securing the Local Employment Objective Targets.	13. No floorspace within the Development shall be First Occupied for B1 purposes until the Developer has provided at its own expense the Employment Liaison Officer who shall assist in the implementation of the SRC Support Plan with the objective of securing the Local Employment Objective Targets.
14.	Part 2, Section B, para 16 (a)	<p>16. In relation to the selection and employment of the Employment Liaison Officer:</p> <p>(a) the Developer shall not enter into the employment contract with the Employment Liaison Officer unless the Council has first approved the following elements of the contract:</p> <p>(i) job description;</p> <p>(ii) annual salary;</p> <p>(iii) term of the contract; and</p> <p>(iv) notice provisions</p> <p>and those elements of the employment contract shall not subsequently be varied without the written agreement of the Council;</p>	<p>14. In relation to the selection and employment of the Employment Liaison Officer:</p> <p>(a) the Developer shall not enter into the employment contract with the Employment Liaison Officer unless the Council has first approved the following elements of the contract (the Council shall respond to any submission by the Developer in accordance with the Review Procedure):</p> <p>(i) job description;</p> <p>(ii) annual salary;</p> <p>(iii) term of the contract; and</p> <p>(iv) notice provisions</p> <p>and those elements of the employment contract shall not subsequently be varied without the written agreement of the Council;</p>
15.	Part 2, Section B, para 16 (h)	16 (h) the Developer and the Council shall review every twelve (12) months (or such	14 (h) the Developer and the Council shall review every twelve (12) months (or such

Number	Reference	Existing Text	Change:
		other period as shall be agreed between the Developer and the Council) the effectiveness of the role being carried out by the Employment Liaison Officer.	other period as shall be agreed between the Developer and the Council) the effectiveness of the role being carried out by the Employment Liaison Officer; and
16.	Part 2, Section B, para 16 (i)	Does not exist	14 (i) The Developer shall provide the Employment Liaison Officer until the SRC Termination Date.
17.	Part 2, Section B, para 17	17. If the Employment Liaison Officer has not been provided by the Developer in accordance with paragraph 15 and 16 (save as may be agreed in advance in writing by the Council), the Developer shall not carry out or permit to be carried out any further works of construction on the Site until such time as paragraph 15 and 16 have been complied with (save in respect of matters beyond the Developer's reasonable control).	Delete para 17.
18.	Part 2, Section B, paras 18 and 19	Remains unchanged	Renumber as paras 15 and 16.
19.	Part 2, Section B, para 20	<p>20. The Developer will use reasonable endeavours to ensure that the termination of the obligations relating to the Skills and Recruitment Centre and the Employment Liaison Officer are carried out in a manner that provides the Council with the opportunity to continue to provide training and employment services of a similar nature under new arrangements provided always that:</p> <p>(a) if the Council can demonstrate that the Developer has not used such reasonable endeavours the</p>	<p>17. The Developer will use reasonable endeavours to ensure that the termination of the obligations relating to the Skills and Recruitment Centre and the Employment Liaison Officer are carried out in a manner that provides the Council with the opportunity to continue to provide training and employment services of a similar nature under new arrangements provided always that:</p> <p>(a) nothing in this paragraph 17 shall imply a requirement on the Developer</p>

Number	Reference	Existing Text	Change:
		<p>SRC Lease shall not terminate until the Developer's obligations have been fulfilled;</p> <p>(b) nothing in this paragraph 20 shall imply a requirement on the Developer to grant a new lease or renew the existing lease; and</p> <p>(c) the non-termination of the SRC Lease shall not require the Developer to provide the Employment Liaison Officer.</p>	<p>to grant a lease; and</p> <p>(b) nothing in this paragraph 17 shall require the Developer to provide the Employment Liaison Officer.</p>
20.	Part 2, Section B, paras 21, 22 and 23	Remains unchanged	<p>Renumber as paras 18, 19 and 20 and insertion of new para 21 to read:</p> <p>21. The Council shall use the sums to be paid to the Council under this Section B to support the activities of the Skills and Recruitment Centre, in particular those activities defined in Schedule B Part 1 paragraph 4 and to support the Employment Liaison Officer in those matters identified in Schedule B Part 2 paragraph 2. The Council shall have regard to the SRC Support Plan in committing any expenditure and shall consult the Developer about the best use of funds.</p>
21.	Part 2, Section B, paras 24, 25 and 26	Remains unchanged save for cross references in para 25(a) to "paragraph 26" and in para 26 to "paragraph 25".	Renumber as paras 22, 23 and 24 and amend para cross-references in para 23(a) to "paragraph 24" and in para 24 to "paragraph 23".

SCHEDULE 2

PART 2 SECTION B: EMPLOYMENT & TRAINING POST-CONSTRUCTION

"Employment Liaison Officer"

An appropriately qualified person appointed by the Developer at its own expense to promote the business advantages of local recruitment through the Skills and Recruitment Centre to occupiers and to ensure that the service is employer led further details of which are contained at Schedule B, Part 2.

"Labour Market Model"

High quality information about the likely forthcoming job opportunities within the Development to be provided to the Council and to include details of the following:-

- (i) skills known or anticipated to be required within the Development;
- (ii) incoming occupiers contact details (the timing of which may be subject to the approval of those incoming occupiers, for reasons of commercial confidentiality);
- (iii) the known or anticipated employment profiles of incoming occupiers;
- (iv) the known or anticipated recruitment and training needs of occupiers of the Development including the Developer;
- (v) the profile of vacancies, including entry-level vacancies, known or anticipated to be required to be filled by the occupiers of the Development, including the Developer.

"Local Employment Objective Targets"

- (a) The provision of high levels of local employment within the end use workforce the target of which shall be at least fifteen per cent (15%) of end use employees to be local residents from the CIZ and WIZ.
- (b) The aspirational target shall be thirty per cent (30%) of end use employees to be over time local residents from the CIZ and WIZ and the parties acknowledge that this is an ambitious target.

"Match Funding"

Funding to be secured from a range of organisations including JobCentre Plus, the Learning and Skills Council the London Development Agency and Building London Creating Futures Programme or their successor bodies or other bodies offering match funding opportunities to assist in the meeting of the Local Employment Objective Target.

"Skills and Recruitment Centre"

A centre to be constructed and provided by the Developer in accordance with (i) to (iii) below comprising a centre to offer recruitment and skills services to employers, employees and job-seekers and other business support as may be agreed between the Developer and the Council in order to develop a qualified local workforce with the objective of securing the Local Employment Objective Target. The centre must meet the following minimum specification and in respect of which further details are contained at Schedule B, Part 1:-

- (iv) Premises comprising not less than 250 sq m NIA;
- (v) sited in a reasonably prominent location within the Development such location (or any re-location during the period of its provision) to be approved by the Council before Implementation of the same in accordance with the Review Procedure;
- (vi) fitting out of the centre to be to a Category A Finish.

"Small Business Space"

B1 business space of individual units each not exceeding 250 sq m GEA including 500 sq m GEA for Voluntary Sector Space.

SRC Support Plan"

A plan setting out how the Developer will support the operations of the Skills and Recruitment Centre identified in Schedule B Part 1 paragraph 4 and to include (but not be limited to) the following:

- (a) details on how the Developer will use reasonable endeavours to encourage occupiers of the Development to develop a close working relationship with the Skills and Recruitment Centre and to facilitate its operations and activities, including registration of their vacancies with the Skills and

Resources Centre.

- (b) details of how the Developer will use reasonable endeavours to work closely with the Skills and Recruitment Centre in relation to estate management employment opportunities, to provide local people with a range of opportunities for structured training, appropriate qualifications and skills, employment and career progression within the estate management of the Development.
- (c) details of how the Developer will use reasonable endeavours to work closely with the Skills and Recruitment Centre, to make new occupiers of the Development aware of the initiatives being promoted by the Skills and Recruitment Centre and the benefits of such initiatives.
- (d) details of the internet website the Developer shall provide for the Skills and Recruitment Centre, advertising the skills and employees available through the Skills and Recruitment Centre with a view inter alia to promoting the Centre to the occupiers of the Development, including details of how that web site shall be maintained and how its content shall be sourced, approved and updated.

"SRC Termination Date"

The earlier of:

- i. The date upon which ninety per cent (90%) of the development measured by permitted floor space has been First Occupied; or
- ii. The date upon which development on 40 of the 44 Development Plots is Practically Completed.

EMPLOYMENT & TRAINING POST CONSTRUCTION

OBLIGATIONS

Skills and Recruitment Centre

1. No later than twelve (12) months following the First Occupation within the Development for B1 purposes, the Developer shall provide the Skills and Recruitment Centre.
2. If the Developer has not provided the Skills and Recruitment Centre in accordance with paragraph 1 the Developer shall not carry out or permit to be carried out any further works of construction on the Site beyond the laying of foundation slabs until such time as paragraph 1 has been complied with.

SRC Payments

3. During the carrying out of the Development the Developer shall pay to the Council the following amounts to support the activities of the Skills and Recruitment Centre such payments to be made within twenty eight (28) days of the relevant contract completion or event of Practical Completion:
 - (a) £150,000 when one or more construction contracts have been placed for enabling infrastructure and/or building works with a total contract value of more than £25 million ALWAYS PROVIDED that notwithstanding the requirements of this sub paragraph the Developer shall pay £150,000 to the Council within twenty four (24) months from the Implementation Date;
 - (b) £50,000 when 50,000 sq m GEA of buildings have been Practically Completed;
 - (c) £75,000 when 100,000 sq m GEA of buildings have been Practically Completed;
 - (d) £100,000 when 200,000 sq m GEA of buildings have been Practically Completed;
 - (e) £150,000 when 300,000 sq m GEA of buildings have been Practically Completed;
 - (f) £175,000 when 400,000 sq m GEA of buildings have been Practically Completed;
 - (g) £200,000 when 500,000 sq m GEA of buildings have been Practically Completed;
 - (h) £200,000 when 600,000 sq m GEA of buildings have been Practically Completed;
 - (i) £250,000 when 650,000 sq m GEA of buildings have been Practically Completed.
4. The Developer shall be responsible for paying all property costs in relation to the Skills and Recruitment Centre, including any business rates, cleaning, utilities, maintenance or service charge costs.

Marketing Assistance

5. No later than twelve (12) months following the First Occupation within the Development for B1 purposes, the Developer shall make available to the Employment Liaison Officer a sum not exceeding £75,000 such sum to be spent by the Employment Liaison Officer on marketing initiatives in relation to the Skills and Recruitment Centre.
6. The Developer shall consult the Council about the marketing initiatives to be undertaken and such initiatives shall be approved by the Council before such initiatives are implemented, a response to be made by the Council in accordance with the Review Procedure.

Labour Market Model

7. Following the Implementation Date the Developer shall provide to the Council and the Skills and Recruitment Centre the Labour Market Model on the following terms:-
 - (a) the first Labour Market Model shall be provided to the Council no later than six (6) months following the Implementation Date;
 - (b) updated Labour Market Models shall be provided by the Developer to the Council and the Skills and Recruitment Centre every twelve (12) months thereafter until the SRC Termination Date provided that the Council may request updates more regularly (but not more than twice in any calendar year) provided such updates are properly required by the Council.

SRC Support Plan

8. On or prior to the Practical Completion of the Skills and Recruitment Centre the Developer shall submit to the Council for approval the SRC Support Plan. The Council shall make a substantive written response to the Developer to the extent reasonably practicable with the Council's initial views and comments on the SRC Support Plan within twenty (20) working days of receipt.
9. The Developer shall not Occupy or permit Occupation of any B1 floorspace within the Development until the SRC Support Plan has been approved by the Council, a response to be made by the Council within thirty (30) working days of a submission made in accordance with the Review Procedure.
10. Following the approval of the SRC Support Plan the Developer shall:
 - (a) use reasonable endeavours to comply with the provisions of the SRC Support Plan;
 - (b) provide at its own expense the Employment Liaison Officer to assist in the implementation of the SRC Support Plan;
 - (c) use reasonable endeavours to provide adequate support to the Employment Liaison Officer to enable him to effectively and successfully carry out his roles and responsibilities aimed towards achieving the Local Employment Objective Targets;
 - (d) provide and thereafter maintain an appropriate website for the Skills and Recruitment Centre in accordance with the SRC Support Plan

11. The Developer and the Council shall review annually (or at other such period or interval as shall be agreed between the Developer and the Council) the effectiveness of the SRC Support Plan.
12. The obligations upon the Developer in paragraphs 10 and 11 shall cease and terminate upon the SRC Termination Date.

Employment Liaison Officer

13. No floorspace within the Development shall be First Occupied for B1 purposes until the Developer has provided at its own expense the Employment Liaison Officer who shall assist in the implementation of the SRC Support Plan with the objective of securing the Local Employment Objective Targets.
14. In relation to the selection and employment of the Employment Liaison Officer
 - (a) the Developer shall not enter into the employment contract with the Employment Liaison Officer unless the Council has first approved the following elements of the contract (the Council shall respond to any submission by the Developer in accordance with the Review Procedure):
 - (i) job description;
 - (ii) annual salary;
 - (iii) term of the contract; and
 - (iv) notice provisions

and those elements of the employment contract shall not subsequently be varied without the written agreement of the Council;

- (b) the employment contract shall specify the role and responsibilities that will be undertaken in working to support the Skills and Recruitment Centre in meeting their objectives;
- (c) the contract shall provide that the employment shall be full time, unless otherwise agreed in writing by the Council;
- (d) the Developer shall consult with the Council in selecting a short list of potential employees under the contract. The Council shall be entitled to take part in any interviews of potential employees and approve a short-list of at least three (3) candidates and thereafter the Developer shall select the employee at its discretion. The Council shall similarly be entitled to approve the shortlist for any subsequent candidate(s) for the position;
- (e) the Council shall be entitled to take part in formal annual performance appraisals of the Employment Liaison Officer;
- (f) the Developer shall notify the Council of disciplinary issues or proceedings affecting the Employment Liaison Officer provided that such notification shall not be required where confidentiality obligations upon the Developer prevent such notification or the Developer reasonably considers such issues or proceedings to be commercially sensitive;

- (g) the Developer shall provide the Employment Liaison Officer with an adequate level of administration support commensurate with the support provided to the Developer's other comparable employees and shall cover the Employment Liaison Officer's reasonable work-related expenses in accordance with its normal employment policy;
- (h) the Developer and the Council shall review every twelve (12) months (or such other period as shall be agreed between the Developer and the Council) the effectiveness of the role being carried out by the Employment Liaison Officer; and
- (i) the Developer shall provide the Employment Liaison Officer until the SRC Termination Date.

15. The Developer shall ensure that the role of the Employment Liaison Officer is not vacant for more than three (3) months at any time provided that in complying with such obligation the Developer shall be entitled to fill the role by a temporary employee until such time as a permanent candidate can be employed under the provisions above.

SRC Continuation

16. On or prior to the date that eighty per cent (80%) of the Development measured by permitted floorspace is Practically Completed the Developer shall pay to the Council £50,000 to be applied by the Council towards the procurement of professional advice as to the viability of continuing to provide a Skills and Recruitment Centre under new arrangements after the SRC Termination Date.
17. The Developer will use reasonable endeavours to ensure that the termination of the obligations relating to the Skills and Recruitment Centre and the Employment Liaison Officer are carried out in a manner that provides the Council with the opportunity to continue to provide training and employment services of a similar nature under new arrangements provided always that:
- (a) nothing in this paragraph 17 shall imply a requirement on the Developer to grant a lease; and
 - (b) nothing in this paragraph 17 shall require the Developer to provide the Employment Liaison Officer.

General Obligations

18. The Developer and the Council shall work together to assist the Skills and Recruitment Centre and the Employment Liaison Officer:-
- (a) to improve employment and training opportunities for local people across both LB Camden and LB Islington;
 - (b) to develop a qualified local workforce with the objective of securing the Local Employment Objective Targets;
 - (c) to monitor and record information on the delivery by the Skills and Recruitment Centre of jobs and training within the Development and the Local Employment Objective Targets including (but not limited to) monitoring by address, postcode, gender, age, job description, ethnicity, disability and previous employment status, provided that the Developer and

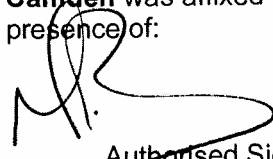
the Council shall comply with confidentiality restrictions as may reasonably be required in relation to such information;

- (d) to report such information annually to those organisations which have provided Match Funding subject to each such organisation having first confirmed in writing that it will comply with confidentiality restrictions as may reasonably be required in relation to such information.
19. The Developer and the Council shall work together to allow outside assessors to assess work based learning and the working of the Skills and Recruitment Centre.
 20. The Developer shall assist the Skills and Recruitment Centre to support the Small Business Space through the provision of those Services identified at Schedule B Part 1 paragraph 4 and in particular sub paragraphs a,c,e,h,j and p.
 21. The Council shall use the sums to be paid to the Council under this Section B to support the activities of the Skills and Recruitment Centre, in particular those activities defined in Schedule B Part 1 paragraph 4 and to support the Employment Liaison Officer in those matters identified in Schedule B Part 2 paragraph 2. The Council shall have regard to the SRC Support Plan in committing any expenditure and shall consult the Developer about the best use of funds.
 22. The Council shall use reasonable endeavours to obtain Match Funding equivalent to the sums to be paid to the Council under this Section B and the Developer shall provide reasonable assistance and support for such endeavours.
 23. At the request of the Council the Developer will make financial contributions under this section up to six (6) months earlier than the due date if:
 - (a) The conditions in paragraph 24 are met; and
 - (b) The Council and the Developer reach agreement on reducing the contribution or future contributions by an amount that reflects the cost to the Developer of bringing forward the contribution.
 24. In order to make a request pursuant to paragraph 23 the Council must demonstrate that bringing forward any financial contribution due in accordance with this section will:
 - (a) secure Matching Funding that would not be obtainable if payment is made on the due date; and
 - (b) make a material contribution towards achieving the objectives of this section.



IN WITNESS whereof the parties hereto have duly executed this Deed on the date first before written.





(The Common Seal of **The Mayor and Burgesses of the London Borough of Camden** was affixed to this Deed in the presence of:


Authorised Signatory

(Executed by **King's Cross Central (Trustee No. One) Limited** in the presence of :-

Director 

Director/~~Secretary~~

(Executed by **King's Cross Central (Trustee No. Two) Limited** in the presence of :-

Director 

Director/~~Secretary~~