

DATED

2 November

2011

(1) KENTISH TOWN LLP

- and -

IRISH BANK RESOLUTION

(2) ANGLO IRISH BANK CORPORATION PLC LIMITED

and

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
187 KENTISH TOWN ROAD
LONDON NW1 8PD
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
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London WC1H 9LP

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THIS AGREEMENT is made the 2nd day of November 2011

BETWEEN:

- A. **KENTISH TOWN LLP** (Company Registration Number OC324888) whose registered office is at 21 Bedford Square London WC1B 3HH (hereinafter called "the Owner") of the first part
- B. ^{IRISH BANK RESOLUTION} ~~ANGLO IRISH BANK CORPORATION~~ ^{LIMITED} **PLC** (incorporated in the Republic of Ireland) of 10 Old Jewry London EC2R 8DN (hereinafter called "the Mortgagee") of the second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part
1. **WHEREAS**
- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL758286.
- 1.2 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL813425.
- 1.3 The Owner is the freehold and leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 20 September 2010 under reference number 2010/5052/P.
- 1.5 On 20 December 2010 the Council refused the Planning Application.

- 1.6 The Owner submitted an appeal to the Planning Inspectorate against the Council's refusal of the Planning Application and was given Planning Inspectorate reference number APP/X5210/112155198.
- 1.7 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement in the event that the Planning Inspectorate or the Secretary of State grants the Owner's appeal.
- 1.8 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.9 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.10 The Mortgagee as mortgagee under a legal charge contained in a Debenture registered under Title Numbers NGL758286 and NGL813425 both dated 28 February 2007 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- | | | |
|-----|---------------------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "Additional Affordable Housing Units" | shall have the meaning given to it in clause 4.4.4 of this Agreement |
| 2.3 | "Affordable Housing" | low cost housing including Social Rented Housing and Intermediate Housing that meets the needs of people who cannot afford to occupy |

homes available in the open market in accordance with Government policy statement PPS3 and successor documents

2.4 "Affordable Housing Contribution"

the sum of £150,000 (one hundred and fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden

2.5 "the Agreement"

this Planning Obligation made pursuant to Section 106 of the Act

2.6 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.7 "the Commercial Element"

the 305 square metres of retail (Class A1) Financial and Professional services (Class A2) and Restaurant/Cafe (Class A3) at ground floor level comprised within the Development as shown shaded green and marked "Commercial" on Plan 2 annexed hereto

2.8 "the Commercial Element Energy Plan"

a plan produced by the Owner securing the incorporation of measures in the carrying out of the Commercial Element in its fabric and in its subsequent management and occupation which demonstrate how the Commercial Element through the choice of equipment appliances and fittings including (but not limited to) air

conditioning lighting heating and the operation of the front door will conserve energy

- 2.9 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
 - (ii) incorporation of the provisions set out in the First Schedule annexed hereto
 - (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
 - (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.10 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.11 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.12 "the Development"

renewal of planning permission granted on 21/12/2007 (2007/5009/P) for redevelopment of

site with a new 5-storey building comprising ground floor as retail (Class A1), financial and professional services (Class A2) and restaurant/cafe (Class A3), with the provision of 14 residential units on the upper floors (Class C3)) as shown on drawing numbers:- Site Location Plan 872-0000 A; 1B; 2B, 6B; 8A; 0021A; 0030E; 0031D; 0032D; 0033D; 0034A Rev D; 0035B; 0040; 0060E; 0061E; 0062A; Acoustic Statement; Arboricultural Report; Sustainability Report; BRE Daylight & Sunlight Report; Design and Access Statement; email and ecoplay attachment dated 4.12.07 from agent; Addendum to Building Appraisal Statement from DP9; Knight Frank Affordable Housing Viability Assessment, dated 17/08/2010; Sustainability Report dated September 2010 (Ref SRP4473 Issue 1); Knight Frank letter and Appendices 1-4 dated 28/10/2010, as received 09/11/2010; Letter from DP9 dated 08/11/2010, as received 09/11/2010

2.13 "the Education Contribution"

the sum of £48,118 (forty eight thousand one hundred and eighteen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.14 "the Existing Buildings"

the buildings in situ at the Property as at the date of this Agreement

2.15 "the Healthcare Contribution"

the sum of £14,941 (fourteen thousand nine hundred and forty one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of health care facilities in the London Borough of Camden

2.16 "the Highways Contribution"

the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt as a contribution towards the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

(a) footway improvements on both Kentish Town Road and Prince of Wales Road adjacent to the Property; and

(b) works towards the London Borough of Camden's Pedestrian, Environmental and Safety Improvement Initiative

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.17 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and for the

avoidance of doubt shall include the demolition of the Existing Building and references to "Implementation" and "Implement" shall be construed accordingly

2.18 "Intermediate Housing"

Affordable Housing which is above target rents but is substantially below open market levels and is affordable to people who at the commencement of their occupancy are in need of intermediate housing in terms set out in paragraph 3.37 of the London Plan (subject to annual reviews) to include shared ownership and other sub-market rent as agreed in writing by the Council

2.19 "King's Cross Construction Skills Centre"

the Council's flagship skills construction centre providing advice and information on finding work in the construction industry

2.20 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.21 "Lifetime Home Standards"

the 16 design features that ensure that the residential units forming part of the Development will be flexible enough to meet the existing and changing needs of most households as set out in the Joseph Rowntree Foundation report *Meeting Part M and Designing Lifetime Homes* and the British Standards Institution Draft for Development (DD 266:2007) *Design of accessible housing - Lifetime Home – Code of Practice* which builds upon and extends the Lifetime Homes 16 point specification to flats and town houses and to

	other accommodation without ground-level living space and updates the technical criteria
2.22 "Local Procurement Code"	the code annexed to the Third Schedule hereto
2.23 "Monitoring Fees"	the sum of £7,725 (seven thousand seven hundred and twenty five pounds) to be paid by the Owner to the Council under the terms of this Agreement and to be applied by the Council in the event of receipt towards the monitoring of the obligations contained within this Agreement
2.24 "Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.25 "the Parties"	mean the Council the Owner and the Mortgagee
2.26 "Plan 1"	the plan marked "Plan 1" annexed hereto showing the Property
2.27 "Plan 2"	the plan marked "Plan 2" annexed hereto showing the Commercial Element and the Residential Element
2.28 "the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 20 September 2010 under reference number 2010/5052/P
2.29 "Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must

be sent in the manner prescribed at clause 6.1 hereof

2.30 "the Planning Permission"

any planning permission granted by the Secretary of State or the Planning Inspectorate for the Development under Planning Inspectorate appeal reference APP/X5210/112155198

2.31 "the Property"

the land known as 187 Kentish Town Road London NW1 8PD the same as shown shaded grey on Plan 1 annexed hereto

2.32 "the Public Highway"

any carriageway footway and/or verge adjoining the Property maintainable at public expense

2.33 "the Public Open Space Contribution"

the sum of £20,260 (twenty thousand two hundred and sixty pounds) to be paid by Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.34 "Registered Provider"

a registered social landlord providing Affordable Housing registered as such by the Regulator

2.35 "Regulator"

means the Office for Tenants and Social Landlords (also known as the Tenant Services Authority or TSA) and any successor organisation

2.36 “the Renewable Energy Plan”

a plan (including a post construction report) setting out a package of measures to be adopted by the Owner in the occupation and management of the Development with a view to minimising carbon energy emissions across the Development by 20% incorporating (but not limited to) the following:-

- (a) additional improvements to the proposed energy efficiency measures with the aim of increasing the overall contribution from on-site renewable energy technologies
- (b) evidence and plans of how the proposed air source heat pumps and photovoltaic panels would be designed, located and operated;
- (c) evidence and measures to ensure any air source heat pumps are more carbon efficient than traditional gas boilers;
- (d) measures to ensure any air source heat pumps are designed to contain any noise vibration or other potential disturbance to any occupiers and neighbours of the Property;
- (e) provision of meters on the photovoltaic and air source heat pump elements to monitor how much energy and carbon savings are being derived through these technologies; and

- (f) a mechanism for such a plan to be monitored and reviewed as required from time to time.

- 2.37 "the Residential Element" the 14 residential units (Class C3) comprised within the Development as shown shaded pink on Plan 2 annexed hereto
- 2.38 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.39 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.40 Secretary of State the Secretary of State for Communities and Local Government
- 2.41 "Social Rented Housing" Affordable Housing units available for rent in perpetuity such that:-
- (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
 - (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing; and

(c) the units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.41 "Subsequent Planning Permission" a planning permission that may be granted in the event of any subsequent planning application for the further development of the Property

2.42 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Residential Element of the Development in its fabric and in its subsequent management and occupation based on an assessment under the Code for Sustainable Homes achieving at least Level 3 and attaining at least 60% of the credits in each of the Energy and Water categories and using best endeavours to achieve 50% in the Materials and Waste categories to be carried out by a recognised independent verification body in respect of the Property

2.43 "Wheelchair Units" residential units that are designed to be wheelchair accessible or easily adaptable for residents who are wheelchair users in accordance with the Wheelchair Housing Design Guide 2006 guidelines (as updated from time to time) published by the National Wheelchair Housing Association Group

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that:-
- (i) the provisions of clause 6.3 (legal costs) will come into effect on the date of this Agreement;
 - (ii) the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof shall not come into effect unless and until the Planning Inspectorate or the Secretary of State grant the Planning Permission; and
 - (iii) the remainder of the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.

- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4 for all relevant purposes.
- 3.8 Where the agreement, approval, consent, confirmation or an expression of satisfaction is required by the Owner or the Council under the terms of this Agreement that agreement approval consent confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 3.9 Where there is a requirement in this Agreement that works are to be carried out and completed to the satisfaction of the Council or any officer or any officer of the Council then this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.2 LOCAL EMPLOYMENT

4.2.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.

4.2.2 In order to facilitate compliance with the requirements of sub-clause 4.2.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Construction Skills Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to King's Cross Construction Skills Centre;
- b) King's Cross Construction Skills Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- c) that King's Cross Construction Skills Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and

- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Kings Cross Construction Skills Centre and employed during the Construction Phase.

4.2.3 During the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction Skills Centre.

4.3 LOCAL PROCUREMENT

4.3.1 Prior to Implementation to agree a programme during the Construction Phase to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.3.2 On or prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.3.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any reasonable steps required by the Council to remedy such non-compliance.

4.3.4 To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.4 AFFORDABLE HOUSING

Affordable Housing Contribution

4.4.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing

Contribution in full.

- 4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

Requirement to Provide Affordable Housing

If at any time after the date of this Agreement a Subsequent Planning Permission is granted which gives consent for the creation of additional residential units within the Property it shall be subject to an agreement with the Council to secure the following:-

- 4.4.3 An appropriate percentage of the residential units permitted by the Subsequent Planning Permission are allocated as Affordable Housing ("the Additional Affordable Housing Units") such percentage to be applied to the aggregate total of the residential units permitted by both the Planning Permission and the Subsequent Planning Permission.
- 4.4.4 That at its own expense the Owner will (if it implements the Subsequent Planning Permission) commence and complete all works of construction conversion and fitting out necessary to provide the Additional Affordable Housing Units in accordance with a specification approved by a Registered Social Landlord or the Council (acting reasonably).
- 4.4.5 Not to Occupy or allow Occupation of any of the private residential units permitted by the Subsequent Planning Permission until such time as the works of construction conversion and fitting out of the Additional Affordable Housing Units have been completed in accordance with the requirements of Housing Corporation and the Council and thereafter transferred to a Registered Social Landlord for a term not less than 125 years.

4.5 HEALTH CARE CONTRIBUTION

- 4.5.1 On or prior to the Implementation Date to pay to the Council the Health Care Contribution in full.
- 4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Health Care Contribution in full.

4.6 EDUCATION CONTRIBUTION

- 4.6.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.
- 4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full.

4.7 PUBLIC OPEN SPACE CONTRIBUTION

- 4.7.1 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full.
- 4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

4.8 HIGHWAY WORKS

- 4.8.1 On or prior to the Implementation Date to:-
 - (i) pay to the Council the Highways Contribution in full; and
 - (ii) submit to the Council the Level Plans for approval.
- 4.8.2 Not to Implement or to allow Implementation until such time as the Council has:-
 - (i) received the Highways Contribution in full; and
 - (ii) approved the Level Plans as demonstrated by written notice to that effect.
- 4.8.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway (including the crossover forming part of the Highway Works) to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.8.4 On completion of the Highway Works the Council shall provide to the Owner a certificate containing a breakdown of the costs incurred by the Council in carrying out the Highway Works ("the Certified Sum").
- 4.8.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within

fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

- 4.8.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference between the Highways Contribution and the Certified Sum.

4.9 THE SUSTAINABILITY PLAN

- 4.9.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.9.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.9.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.
- 4.9.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.10 THE RENEWABLE ENERGY PLAN

- 4.10.1 On or prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan.
- 4.10.2 Not to Implement or permit Implementation of any part of the Development until such time as the Council has approved the Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.10.3 Not to Occupy or permit the Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing

confirming that the measures incorporated in the Renewable Energy Plan as approved by the Council have been incorporated into the Development.

4.10.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being operated in strict accordance with the Renewable Energy Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan.

4.11 THE COMMERCIAL ELEMENT ENERGY EFFICIENCY PLAN

4.11.1 On or prior to the fitting out of the Commercial Element to submit to the Council for approval the Commercial Element Energy Efficiency Plan.

4.11.2 Not to fit out or allow the fitting out of the Commercial Element forming part of the Development until such time as the Council has approved the Commercial Element Energy Efficiency Plan as demonstrated by written notice to that effect.

4.11.3 Not to Occupy or permit the Occupation of the Commercial Element of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Commercial Element Energy Efficiency Plan as approved by the Council have been incorporated into the Commercial Element of the Development.

4.11.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Commercial Element of the Development at any time when the Commercial Element of the Development is not being operated in strict accordance with the Commercial Element Energy Efficiency Plan as approved by the Council and shall not Occupy or permit Occupation of the Commercial Element of the Development otherwise than in strict accordance with the requirements of the Commercial Element Energy Efficiency Plan.

4.12 LIFETIME HOME STANDARDS

4.12.1 Not to Implement nor permit Implementation until it has submitted to the Council plans for the proposed Development showing all of the units forming part of the

Residential Element are designed to Lifetime Homes Standards and the Council has approved the plans as demonstrated by written notice to that effect.

4.12.2 Not to Implement nor permit Implementation of the Development otherwise than in accordance with the approved plans referred to in clause 4.12.1 of this Agreement.

4.12.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed in writing that in its reasonable opinion all of the units forming part of the Residential Element have been built out to Lifetime Homes Standards as approved.

4.13 WHEELCHAIR UNITS

4.13.1 Not to Implement or allow Implementation until such time as it has submitted to the Council plans for the proposed Development showing no less than 10% of the Residential Units designed as Wheelchair Units and the Council have approved the same as demonstrated by written notice to that effect.

4.13.2 Not to Implement or allow Implementation of the Development otherwise than in strict accordance with the plans referred to in clause 4.13.1 to this Agreement such plans as approved by the Council as demonstrated by written notice to that effect.

4.13.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed by written notice to that effect that the allocated 10% of the Residential Units have been built in accordance with the design approved by the Council in clause 4.13.1 of this Agreement

4.14 CAR CAPPED HOUSING

4.14.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.14.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.14.1 above will remain permanently.

4.14.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.14.1 of this Agreement.

4.15 **MONITORING FEES**

4.15.1 Within two weeks of the grant of Planning Permission to pay to the Council the Monitoring Fees in full.

4.15.2 Not to Implement nor permit Implementation until such time as the Monitoring Fees have been paid in full.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.

5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2010/5052/P the date upon which the Development is ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's

possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 The Owner covenants with the Mortgagee to seek written confirmation from the Council upon discharge of each and every obligation in the Agreement and to notify the Mortgagee forthwith upon receipt of such written confirmation from the Council.
- 5.6 The Council will on the written request of either the Owner or the Mortgagee and on payment of its reasonable costs provide written confirmation as to whether or not in the opinion of the Planning Obligations Monitoring Officer an obligation in this Agreement has been partly or wholly satisfied (as appropriate).
- 5.7 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2010/5052/P.
- 5.8 Payment of the financial contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN088ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring

Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.

- 5.9 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.10 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 5.11 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer,

Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2010/5052/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance or partial compliance (as and if appropriate) with the provisions of any such obligation.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

- 8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirements to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate

filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.

- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer.
- b) Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well as data checking. PM10 data shall be collected automatically on an hour basis.
- c) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. The development site shall comply with the trigger action throughout the demolition and construction phases.
- d) An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions. All incidences of abnormal particulate emissions leading to breaches of the trigger action level, shall be documented in the site log book (date and time), with details of the action taken to remediate dust emissions.
- e) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- f) An electronic report shall be submitted to the Council's air quality officer every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- g) The Council shall be notified of any changes to the location and operation of dust PM10 monitoring instrumentation.

- h) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase, including dust generating activities and PM10 monitoring.
- b) An inventory of stationary and fugitive dust, PM10 and NOx emission sources with an explanation of how these will be mitigated in accordance with the London Council's Best Practise Guidance.
- c) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- d) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions over the duration of the construction phase. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel monitoring equipment in vehicles, eco-driver training, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE

Construction Management Plan

Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.

- v) The Construction Management Plan should also include the following statement:

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

THE THIRD SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and Unitary Development Plan (adopted June 2006). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services.

A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with Sections 32 and 33 of the Camden Planning Guidance (adopted December 2006) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the Construction Phase. The Local Procurement Code describes how the Owner/Developer in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the Local Procurement Code apply to the developer, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a

regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the developers meet with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the Local Procurement Code will work and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the Construction Phase, via e-mail, phone, fax or liaison meeting providing details of:

- all local companies which are sent a tender enquiry or a

tender invitation detailing the date and the works package or items concerned;

- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

- Full contact details of all subcontractors appointed (whether local or from elsewhere)

4. The main contractor should include a written statement in the tender documentation sent out to sub contractors informing them of their Section 106 requirement obligations as set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders
5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement Code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the

total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).

2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the Construction Phase, via e-mail, phone, fax or liaison meeting providing details of :

- All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
- All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the developers to inform them that they also fall under the provisions of this Agreement on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the developer, their main contractor and subcontractors.

Facilities Management

The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
187 KENTISH TOWN ROAD LONDON NW1 8PD

EXECUTED AS A DEED BY)
KENTISH TOWN LLP)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

GIVEN UNDER THE OFFICIAL SEAL OF IRISH BANK RESOLUTION CORPORATION LIMITED
EXECUTED AS A DEED BY)
ANGLO IRISH BANK CORPORATION ~~PLC~~ LIMITED)
Acting as trustee for the)
IRISH NATIONAL ASSET)
MANAGEMENT AGENCY)

.....
Authorised Signatory

.....
Authorised Signatory

Date 18th October 2011

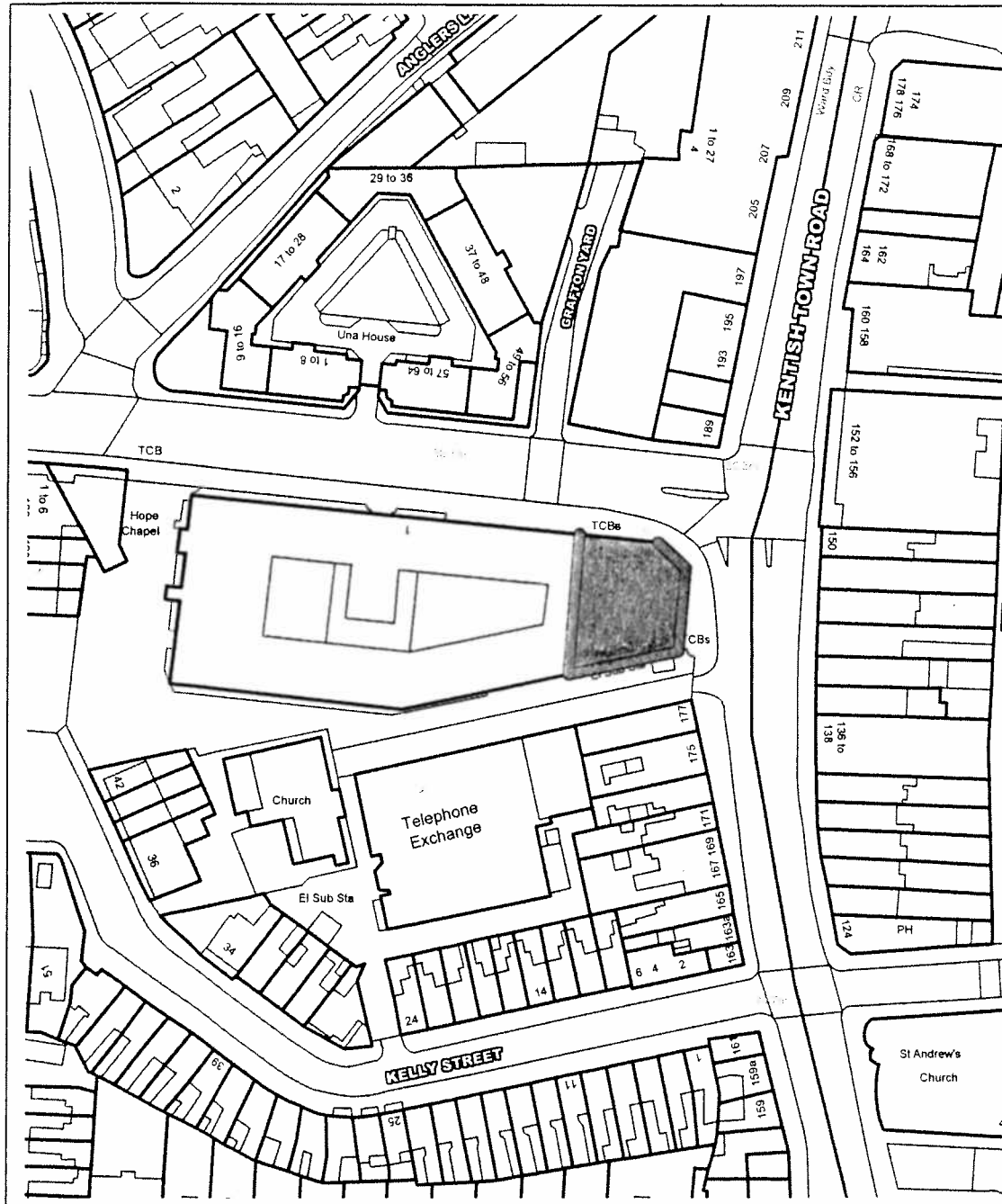
Place of Execution - London

THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order:-)

.....
Authorised Signatory

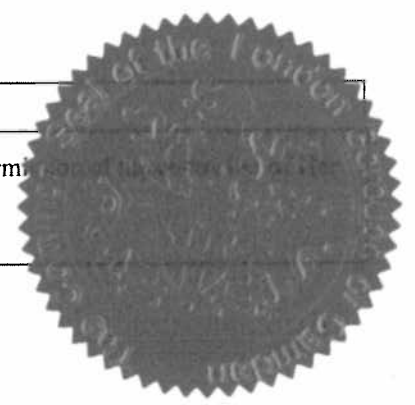


PLAN 1

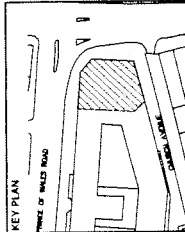


PJ

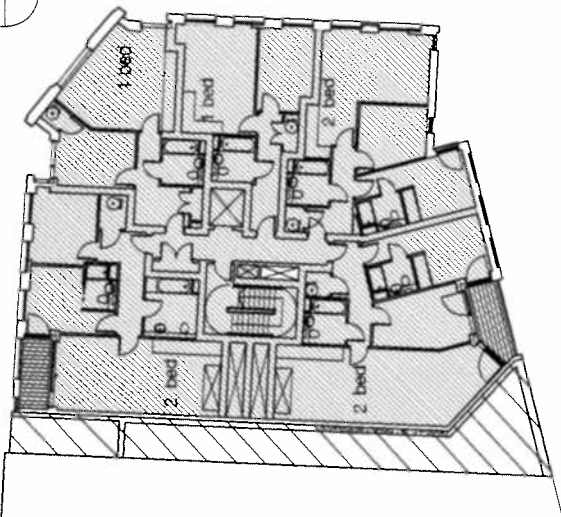
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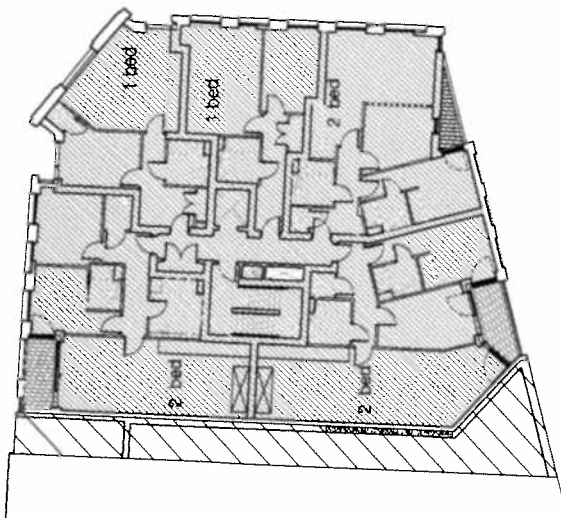
NOTES:
 1. All scale drawings are to be read in conjunction with the written description of the project.
 2. Report any discrepancies and omissions to the Architect.



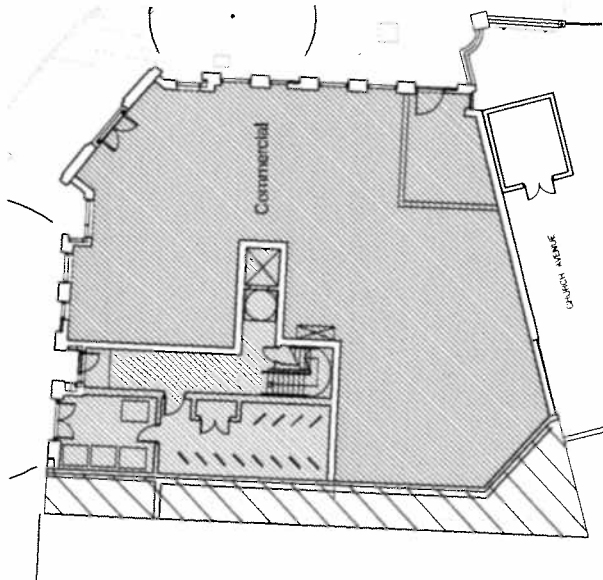
Key:
 Commercial use
 Residential use



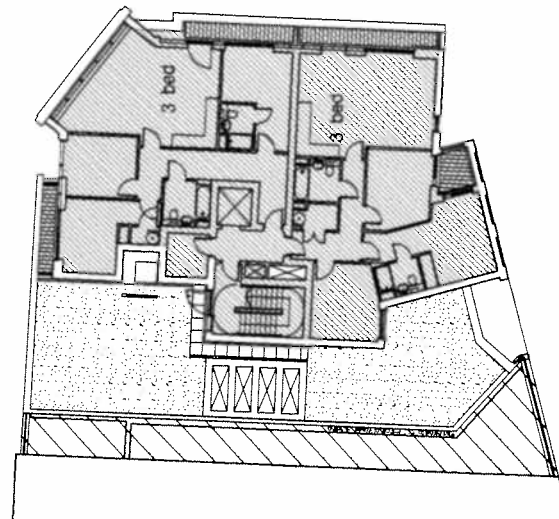
Second Floor Plan



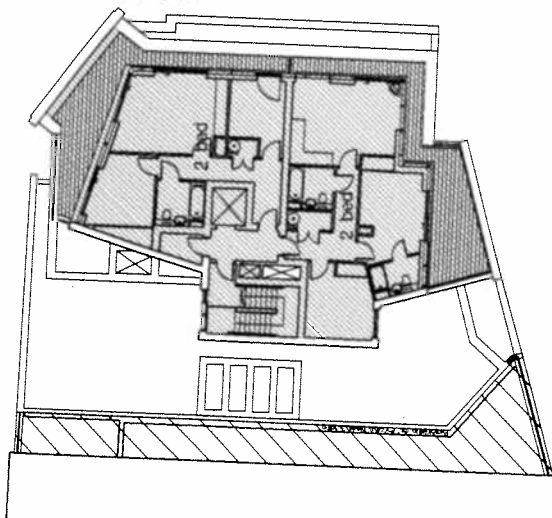
First Floor Plan



Ground Floor Plan



Third Floor Plan



Fourth Floor Plan

PLAN 2



Revised for internal
 A. Submit Application
 - 19.12.07. Revised for information
 Rev Date Description

877-0004
 12250 @ 2
 12250 @ 2

ARCHITECTURE
 INTERIORS
 LONDON

100 TOWER LANE
 LONDON, NW1 7JH
 020 7461 4141
 020 7461 4142

PROJECT TITLE, PROJECT TITLE
 for Client Client

DATED 2 November

2011

(1) KENTISH TOWN LLP

- and -

(2) ANGLO IRISH BANK CORPORATION PLC

and

(3) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
relating to land known as
187 KENTISH TOWN ROAD
LONDON NW1 8PD
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

Andrew Maughan
Head of Legal Services
London Borough of Camden
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London WC1H 9LP

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