

DATED 22 SEPTEMBER 2011

(1) DERWENT CENTRAL CROSS LIMITED

and

(2) EUROHYPO AKTIENGESELLSCHAFT

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

**CENTRAL CROSS 18-30 TOTTENHAM COURT ROAD & 1-2 STEPHEN STREET,
LONDON, W1T**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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CLS/PK/1685.949_FINAL

THIS AGREEMENT is made the 22nd day of September 2011

B E T W E E N:

1. **DERWENT CENTRAL CROSS LIMITED** (company registration number 07320070) whose registered office is at 25 Savile Row London W1S 2ER (hereinafter called "the Owner") of the first part
2. **EUROHYPO AKTIENGESELLSCHAFT** (incorporated in Germany) (registered under company number FC021362) whose registered UK branch address is 4th Floor 90 Long Acre London WC2E 9RA (hereinafter called "the Mortgagee") of the second part
3. **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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Number NGL355996 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Property is subject to the Occupational Leases listed in the Third Schedule annexed hereto:

The Occupational Leases contain restrictions on the Occupational Tenants making alterations to the Property. The Owner is prepared to accept an obligation that it will not dispose of its interest in the Property to any of the Occupational Tenants (or anyone deriving title from the Occupational Tenants) nor (to the extent necessary) permit any alterations which will allow the Occupational Tenants to Implement the Planning Permission without in each case the Occupational Tenants concerned first

entering into an agreement with the Council covenanting in identical terms of this Agreement.

- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 3rd March 2011 and the Council resolved to grant permission conditionally under reference number 2011/1069/P subject to conclusion of this legal Agreement.
- 1.5 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.
- 1.6 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.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL355996 and dated 22nd December 2010 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 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Certificate of | |

Practical Completion"

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

2.4 "the Construction Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking 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 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) proposals to ensure there are no adverse effects on the Conservation Area features

- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (viii) 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

2.5 "the Construction Phase"

the whole period between

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

2.6 "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

2.7 "the Development"

pursuant to the Planning Application, alterations at ground floor level, including extension to entrance lobby on Stephen Street (including removal of vehicle drop off facility), alterations to Gresse Street entrance, recladding of Stephen Street tunnel (including lighting), installation of canopy feature, installation of green roof, reconfiguration of rear loading/deliveries yard and associated works all in connection with existing office use (Class B1) as shown on drawing numbers 1879.PL.000; 1879.GA.001a; 1879.PL.000; 001; 101; 020; 120; 021; 121; 022; 122; 023; 123; 030; 130; BREEAM Pre-assessment Report by ARUP dated February 2011; Energy Statement by ARUP dated 11 February 2011; Trees and Construction Arboricultural Report by Indigo (ref. 11317/A1) dated 04/02/11; Transport Statement prepared by Savell Bird & Axon dated February 2011; and Planning Statement by Gerald Eve dated 24/02/11.

2.8 "the Highways Contribution"

the sum of £17,184.23 (seventeen thousand one hundred and eighty-four pounds and twenty-three pence) 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 for the carrying out of works to the Public Highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):

- (i) repave the footways adjacent to the Property;

- (ii) alterations to or removal of vehicular crossovers (as considered necessary by the Council);
- (iii) provision of a drop off/pick up facility onto Stephen Street;
- (iv) relocation of existing pay and display bays;
- (v) consultation exercises;
- (vi) Traffic Management Order(s);
- (vii) alteration of road markings;
- (viii) relocation of street lights and related conduits; and
- (ix) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required 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 undertaker's costs

2.9 "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 references to "Implementation" and "Implement" shall be construed accordingly

2.10 "the Level Plans"

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

- 2.11 "Occupation Date" the date when any part of the Development is occupied but not including occupation by personnel engaged in construction or fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Occupational Leases" the leases of parts of the Property listed in the Third Schedule
- 2.13 "the Occupational Tenants" the Current Tenants listed in the Third Schedule and their successors and assignees and sub-lessees
- 2.14 "the Parties" the Council the Owner and the Mortgagee
- 2.15 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 3rd March 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/1069/P subject to conclusion of this Agreement
- 2.16 "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
- 2.17 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.18 "the Property" the land known as Central Cross 18-30 Tottenham Court Road and 1 & 2 Stephen Street London W1T the same as shown shaded blue and edged in red on the plan annexed hereto
- 2.19 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 The Interpretation Act 1978 shall apply to this Agreement.
- 3.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.7 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.8 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **HIGHWAYS**

4.1.1 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.

4.1.2 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.

4.1.3 Not to Occupy or allow Occupation until such time as the Council has confirmed in writing that the Traffic Management Orders required for the Highways Works have been issued.

4.1.4 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway 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 undertaker's costs.

4.1.5 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.1.6 If the Certified Sum exceeds the Highway Contribution then the Owner shall within 28 days of the issuing of the said certificate pay to the Council the amount of the excess.

4.1.7 If the Certified Sum is less than the Highway Contribution then the Council shall

within 28 days of issuing the said certificate pay to the Owner the amount of the difference.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to the Implementation Date to provide to the Council for approval a draft Construction Management Plan.
- 4.2.2 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.
- 4.2.3 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.
- 4.2.4 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.

4.3 OCCUPATIONAL TENANTS AT THE PROPERTY

- 4.3.1 Not to dispose of its interest in the Property to the Occupational Tenants (or anyone deriving Title from the Occupational Tenants) at the Property without the Occupational Tenants concerned (or anyone deriving Title from the Occupational Tenants) first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement; and
- 4.3.2 Not to permit the Occupational Tenants (or anyone deriving Title from the Occupational Tenants) to make any alterations to the Property which will

Implement the Planning Permission without in each case the Occupational Tenants concerned (or anyone deriving Title from the Occupational Tenants) first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement.

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 2011/1069/P the date upon which the Development is ready for Occupation.
- 5.3 The Parties shall act in good faith and shall co-operate with each other to facilitate the discharge and performance of all obligations contained herein and the making of any order to be made in connection with this Agreement 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 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 2011/1069/P.

- 5.6 Payment of the Highways Contribution pursuant to Clause 4.1 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 ZN168ZL065 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.
- 5.7 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.
- 5.8 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

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

5.9 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 2011/1069/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 which for the avoidance of doubt total £2,845 being £1,750 for legal fees and £1,095 monitoring fees (being £365 per head of term) with disbursements being added in addition.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

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 and will cooperate with the Owner in order to effect removal of the entry made with the Land Registry under clause 6.4 of this Agreement.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to the Property being bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof PROVIDED THAT and for the avoidance of doubt the Mortgagee shall be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the owner.

8. **RIGHTS OF THIRD PARTIES**

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

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 and 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 take 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
Occupational Leases**

Premises	Date of Lease	Current Tenant	Parties	Title number (if any)
1 STEPHEN STREET				
Lease of First Floor	06.06.1996	Encompass Digital Media Limited	The Prudential Assurance Company Limited (1) The Magazine Channel Limited (2) Thames Television Limited and Pearson Television Limited (3)	NGL828041
Lease of Second Floor	06.06.1996	Encompass Digital Media Limited	The Prudential Assurance Company Limited (1) The Magazine Channel Limited (2) Thames Television and Pearson Television Limited (3)	NGL828043
Lease of Third Floor	06.06.1996	FremantleMedia Group Limited	The Prudential Assurance Company Limited (1) The Magazine Channel Limited (2) Thames Television Limited and Pearson Television Limited (3)	NGL828046
Lease of Part Basement and Fourth to Tenth Floors	11.06.2010	FremantleMedia Group Limited	(1) Dominion Corporate Trustees Limited & Dominion Trust Limited (2) FremantleMedia Group Limited	NGL911673
Lease of Atrium and Third to Seventh Floors and Lightwell	11.06.2010	FremantleMedia Group Limited	(1) Dominion Corporate Trustees Limited & Dominion Trust Limited (2) FremantleMedia Group Limited	NGL911675
Lease of Ground Floor Studios	11.06.2010	FremantleMedia Group Limited	(1) Dominion Corporate Trustees Limited & Dominion Trust Limited (2) FremantleMedia Group Limited	Not registered

Premises	Date of Lease	Current Tenant	Parties	Title number (if any)
2 STEPHEN STREET				
Lease of First Floor (Front)	26.01.2010	S Technologies Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) S Technologies Limited (2) Skype Technologies SA (3)	Not registered
Lease of First Floor (Rear)	11.02.2010	S Technologies Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) S Technologies Limited (2) Skype Technologies SA (3)	Not registered
Lease of Second Floor	02.05.2006	S Technologies Limited	Nivian Property Trustees (No.1) Limited & Nivian Property Trustees (No.2) (1) S Technologies Limited (2) Ebay Inc. (3)	NGL870555
Lease of Third Floor	02.05.2006	S Technologies Limited	Nivian Property Trustees (No.1) Limited & Nivian Property Trustees (No.2) (1) S Technologies Limited (2) Ebay Inc. (3)	NGL870557
Lease of Fourth Floor	21.7.2010	S Technologies Limited	Dominion Corporate Trustees Limited and Dominion Trust Limited (1) S Technologies Limited (2) Skype Technologies SA (3)	Not registered
CINEMA, 30 TOTTENHAM COURT ROAD				
Lease of Cinema	13.07.2006	ABC Cinemas Limited	Nivian Property Trustees (No.1) Limited & Nivian Property Trustees (No.2) (1) ABC Cinemas Limited (2)	NGL869736

Premises	Date of Lease	Current Tenant	Parties	Title number (if any)
RETAIL LEASES, 18-30 TOTTENHAM COURT ROAD				
Lease of Unit 2	25.05.2010	Shasonic Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Shasonic Limited (2)	Not registered
Lease of Units 3 & 4	19.02.2010	Shasonic Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Shasonic Limited (2)	Not registered
Lease of Units 5, 6 & 7	19.02.2010	Shasonic Galleria Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Shasonic Galleria Limited (2)	Not registered
Lease of Unit 8	30.06.2010	Vodafone Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Vodafone Limited (2)	NGL913145
Lease of Units 9 & 10	27.04.2010	Talet Pevez Malik	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Talet Pevez Malik (2)	Not registered
Lease of Unit 11	19.02.2010	Shasonic Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Shasonic Limited (2)	Not registered
Lease of Unit 12	05.03.2010	Craig Hi-Fi Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Craig Hi-Fi Limited (2)	Not registered
24 GRESSE STREET				
Reversionary Lease of Ground Floor Offices	18.02.2010	Zest Design & Marketing Limited	Dominion Corporate Trustees Limited & Dominion Trust Limited (1) Zest Design & Marketing Limited (2)	Not registered


Premises	Date of Lease	Current Tenant	Parties	Title number (if any)
25 GRESSE STREET				
Lease of Residential Apartments	11.09.1984	The Mayor and Burgesses of the London Borough of Camden	EMI Limited (1) The Mayor & Burgesses of the London Borough of Camden (2)	NGL512494
ELECTRICAL TRANSFORMERS				
Underlease (Block A North Transformer Chamber)	24.07.1980	London Power Networks plc	EMI Limited (1) The London Electricity Board (2)	NGL866051
Underlease (Block A South Transformer Chamber)	24.07.1980	London Power Networks plc	EMI Limited (1) The London Electricity Board (2)	NGL866052

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

EXECUTED AS A DEED BY
DERWENT CENTRAL CROSS LIMITED
acting by a Director and its Secretary
or by two Directors

Director Name: (CAPITALS)

Director Signature:


..... PAUL WILLIAMS
.....

Director/Secretary Name (CAPITALS)

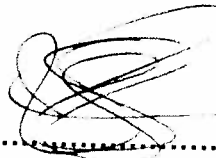
Director/Secretary Signature:

..... NINA GORGE
.....
.....

EXECUTED AS A DEED BY
EUROHYPO AKTIENGESELLSCHAFT
acting by a Director and its Secretary
or by two Directors

Director Name: (CAPITALS)

Director Signature:

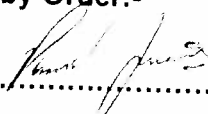

.....
.....

AUTHORISED SIGNATORY
Director/Secretary Name (CAPITALS)

AUTHORISED SIGNATORY
Director/Secretary Signature:

..... MAX WHEELER
.....
.....

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


.....
Authorised Signatory





Notes



Site Ownership Line

Revision

05.05.11 Issued for Section 106

ORMS

Architecture
Design

1 Pine Street London EC1R 0JH
T 0207 833 8533 F 0207 837 7575
E orms@orms.co.uk

Project Central Cross
Drawing title Site Location Plan

Scale 1:1250 @ A3 Draw. No. **1879.SP.00** Rev. ☐
Date 25.02.11
Status ☒ For Information ☐ For Tender ☐ For Construction

All dimensions are in millimetres unless otherwise stated.
The information on this drawing is for the use of the client only and is not to be used for any other purpose without the written consent of the architect.

Gerald Eve LLP
72 Welbeck Street
LONDON
W1G 0AY

Application Ref: **2011/1069/P**

06 May 2011

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:

Central Cross

18-30 Tottenham Court Road and 1 & 2 Stephen Street

London

W1T

Proposal:

DECISION
Alterations at ground floor level, including extension to entrance lobby on Stephen Street (including removal of vehicle drop off facility), alterations to Gresse Street entrance, recladding of Stephen Street tunnel (including lighting), installation of canopy feature, installation of green roof, reconfiguration of rear loading/deliveries yard and associated works all in connection with existing office use (Class B1).

Drawing Nos: 1879.PL.000; 1879.GA.001a; 1879.PL.000; 001; 101; 020; 120; 021; 121; 022; 122; 023; 123; 030; 130; BREEAM Pre-assessment Report by ARUP dated February 2011; Energy Statement by ARUP dated 11 February 2011; Trees and Construction Arboricultural Report by Indigo (ref. 11317/A1) dated 04/02/11; Transport Statement prepared by Savell Bird & Axon dated February 2011; and Planning Statement by Gerald Eve dated 24/02/11.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Details and samples (where appropriate) of all facing materials and external lighting to be used on the exterior of the building shall be submitted to and approved in writing by the Council before any work is commenced on the relevant part of the development. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies..

- 4 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in line with guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction".

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 5 Full details of the green roof shown on the approved roof plan shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The parts of the buildings to which this permission relates shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The development hereby permitted shall be carried out in accordance with the following approved plans:

1879.PL.000; 1879.GA.001a; 1879.PL.000; 001; 101; 020; 120; 021; 121; 022; 122; 023; 123; 030; and 130

Reason:

For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS2 (Growth areas), CS5 (Managing the impact of growth and development), CS8 (Promoting a successful and inclusive Camden economy), CS11 (Promoting Sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting High Quality Places and Conserving Our Heritage), CS15 (Protecting and Improving our Parks and Open Spaces & encouraging Biodiversity), CS16 (Improving Camden's health and well-being) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP1 (Mixed use development), DP13 (Employment premises and sites), DP16 (The Transport implications of development), DP19 (Managing the impact of parking), DP21 (Development Connecting to the Highway Network), DP22 (Promoting Sustainable Design and Construction), DP23 (Water), DP24 (Securing High Quality Design), DP25 (Conserving Camden's Heritage), DP26 (Managing the impact of development on occupiers and neighbours) and DP32 (Air quality and Camden's clear zone). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street,

WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ
- 5 You are advised that all tenants of the building should comply with the owner's signage strategy in order to prevent proliferation of signage and ensure consistency of design in future.
- 6 Condition 3 of this permission requires the submission of details of all facing materials, as well as external lighting. You are advised that the Council would expect the proposal to use high quality materials which are shown to have longevity. You should also ensure that the materials do not require excessive maintenance or cleaning and can stand up to weathering. This will need to be demonstrated as part of any future application for approval of these details.

Yours faithfully

Culture and Environment Directorate

DATED 22 SEPTEMBER 2011

(1) DERWENT CENTRAL CROSS LIMITED

and

(2) EUROHYPO AKTIENGESELLSCHAFT

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

**CENTRAL CROSS 18-30 TOTTENHAM COURT ROAD & 1-2 STEPHEN STREET,
LONDON, W1T**

**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
Judd Street
London WC1H 9LP

Tel: 020 7974 5746
Fax: 020 7974 2962

CLS/PK/1685.949_FINAL