

DATED

25th June

2010

(1) WORKSPACE 14 LIMITED

and

(2) GE REAL ESTATE FINANCE 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

HATTON SQUARE BUSINESS CENTRE

16 AND 16A BALDWIN'S GARDENS and

31 TO 37 (ODD) LEATHER LANE

LONDON EC1N 7RJ

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 1918

Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements\Hatton Square Business Centre Baldwin's Gardens
(AWS, CF, CMP, SMP, HC, EC, SP, LL, LP, USE)
CLS/COM/LMM/1685.483
S106 08.06.10 FINAL

THIS AGREEMENT is made the 25th day of June 2010

B E T W E E N:

1. **WORKSPACE 14 LIMITED** (Co. Regn. No. 5834831) whose registered office is at Magenta House 85 Whitechapel Road London E1 1DU (hereinafter called "the Owner") of the first part
2. **GE REAL ESTATE FINANCE LIMITED** (Co. Regn. No. 6420016) whose registered office is at 30 Berkeley Square London W1J 6EW (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 NGL590439 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 A Planning Application for the development of the Property was submitted to the Council and validated on 9 February 2010 and the Council resolved to grant permission conditionally under reference number 2010/0646/P subject to conclusion of this legal Agreement.
- 1.4 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.

- 1.5 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.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge contained in a Debenture registered under Title Number NGL590439 and dated 15 July 2002 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 | "Business 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 businesses of the locality in which the Development is situated |
| 2.4 | "Business 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 a Business Parking Bay |

2.5 "the Certificate of Practical Completion"

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

2.6 "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 impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- a) 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;
- b) incorporation of the provisions set out in the Second Schedule annexed hereto;
- c) incorporation of the provisions set out in the Third Schedule annexed hereto;
- d) proposals to ensure there are no adverse effects on the Conservation Area features

- e) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- f) 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);
- g) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- h) 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

2.7 "the Construction Phase"

the whole period between

- (a) the Implementation Date and
- (b) the date of issue of the Certificate of Practical Completion

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

2.8 "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

2.9 "the Development"

erection of an infill extension to north and west elevations including a two storey roof extension and alterations to provide a new entrance atrium and re-cladding envelope with green wall to provide additional office space (B1c) workshops (B1a) and cafe (A3) as shown on drawing numbers: 511 L (--) 100 P9; 101 P10; 102 P10; 103 P7; 104 P8; 105 P9; 106 P9; 107 P9; 108 P1; 200 P7; 201 P6; 202 P6; 203 P4; 204 P3; 205 P0; 206 P0; 300 P6; 301 P4; 302 P7; 303 P6; 304 P5; 305 P3; 511 L (21) 01 REV P1; 511 A (21) 01 REV P1; 511 L (0-) 00 REV P0; 101 REV P1; 102 REV P1; 103 REV P1; 104 REV P1; 105 REV P1; 15 REV P0; 14 REV P0; 13 REV P1; 12 REV P0; 11 REV P0; 10 REV P0; 9 REV P0; 8 REV P0; 7 REV P0; 6 REV P0; 5 REV P0; 4 REV P0; 3 REV P0; 2 REV P0 and 1 REV P0; local and strategic views report; Attenuation statement; Refuse strategy; Crime prevention report; Schedule of accommodation; Existing and proposed summary; Existing tenancy schedule; Daylight and Sunlight report (amended 19/05/2010); Construction management plan; Transport Assessment; Steve Little Research; Economic Impact Study; Development viability assessment; Building & Sustainability Concept Report Biotecture Ltd

2.10 "the Environmental Contribution"

the sum of £15,000 (fifteen 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 pedestrian signage and way-

finding initiatives to Transport for London's Legible London standards to be undertaken in the vicinity of the Development

2.11 "the Financial Contributions"

the Highway Contribution the Environmental Contribution and the Public Open Space Contribution

2.12 "the Hatton Garden Area"

the area defined in the Council's Unitary Development Plan adopted June 2006 Proposals Map shown attached edged and shaded in pink on Plan 2 being the area bound by Clerkenwell Road Farringdon Street High Holborn Leather Lane and the area bounded Leather Lane Dorrington Street and Baldwin's Gardens

2.13 "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 the event of receipt for the carrying out works to the public highway and associated measures ("the Highways Works") these to include costs associated with the following:-

- (a) necessary traffic management order for the relocation of resident's parking bays from Baldwin's Gardens;
- (b) realigning the kerb on Baldwin Garden's frontage to the Property to widen it to accommodate the off-street servicing bay;
- (c) reconstruction works to the kerb to enable it to take the load of heavy vehicles;

(d) repaving the footway contiguous to the Baldwin's Gardens Leather Lane and Leigh Place frontages of the Property;

(e) costs for mounting of new street lighting and signs to the Development along Baldwin's Gardens Leigh Place and Leather Lane;

(f) any measures required for the relocation of street furniture and carriageway markings; and

(g) any other works the Council acting reasonably requires as a direct result of the Development

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

2.14 "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

2.15 "the Jewellery Workspace"

the 1,183 square metres of net internal floor space within the Development to be used exclusively for purposes within Class B1 (c) of the Use Classes Order shown hatched green on

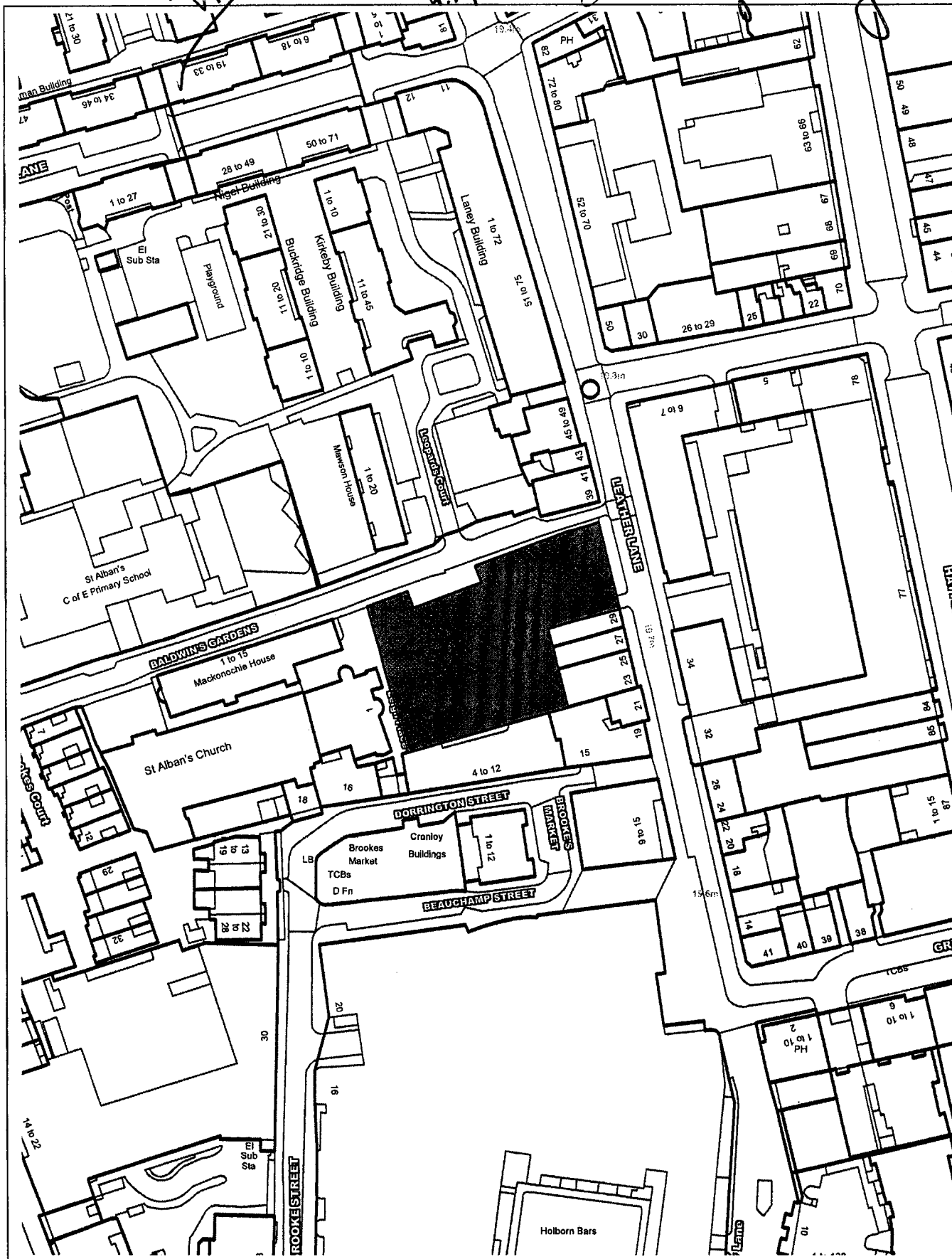
Plan 3 within which the Owner must meet the following minimum requirements:-

(a) the provision of the accommodation to be to shell and core level with the following additional specification:-

(i) the provision of durable floor covering over the entire floorspace;

(ii) the provision of lighting; heating; gas points; painted walls and ceilings; telephone sockets and WCs on every floor

2.16	"King's Cross Construction"	the Council's flagship skills construction centre providing advice and information on finding work in the construction industry
2.17	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.18	"Local Procurement Code"	the code annexed to the Third Schedule hereto
2.19	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.20	"the Parties"	mean the Council the Owner and the Mortgagee
2.21	Plan 1	the plan marked "Plan 1" annexed hereto showing the Property



PLAN 1

Application No: 2010/0646/P
 Hatton Square Business Centre
 Baldwins Gardens
 London EC1N 7RJ

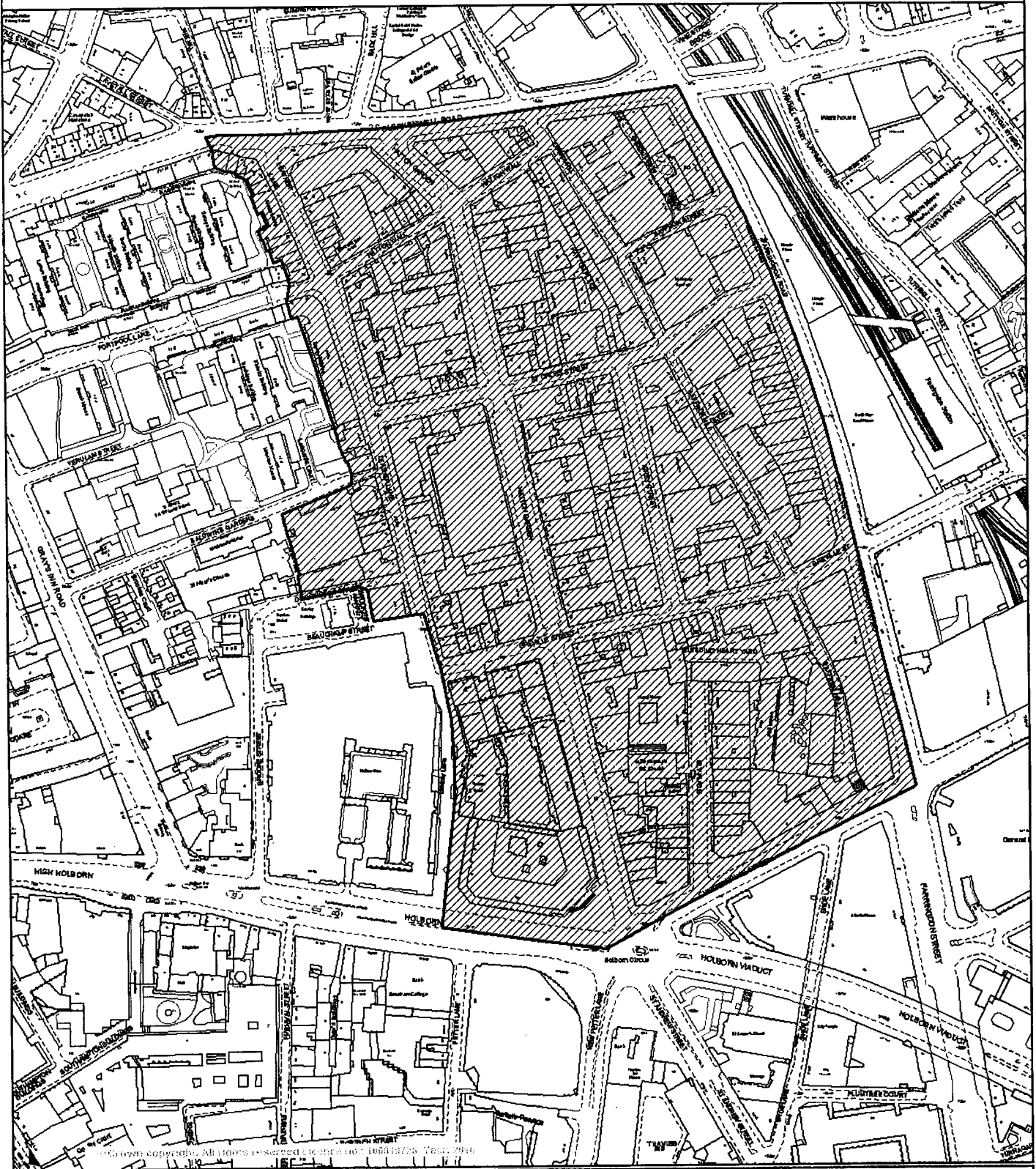
Scale:
 1:1250
 Date:
 8-Jun-10



This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office, © Crown Copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings.

NK

Dr Kang list ses



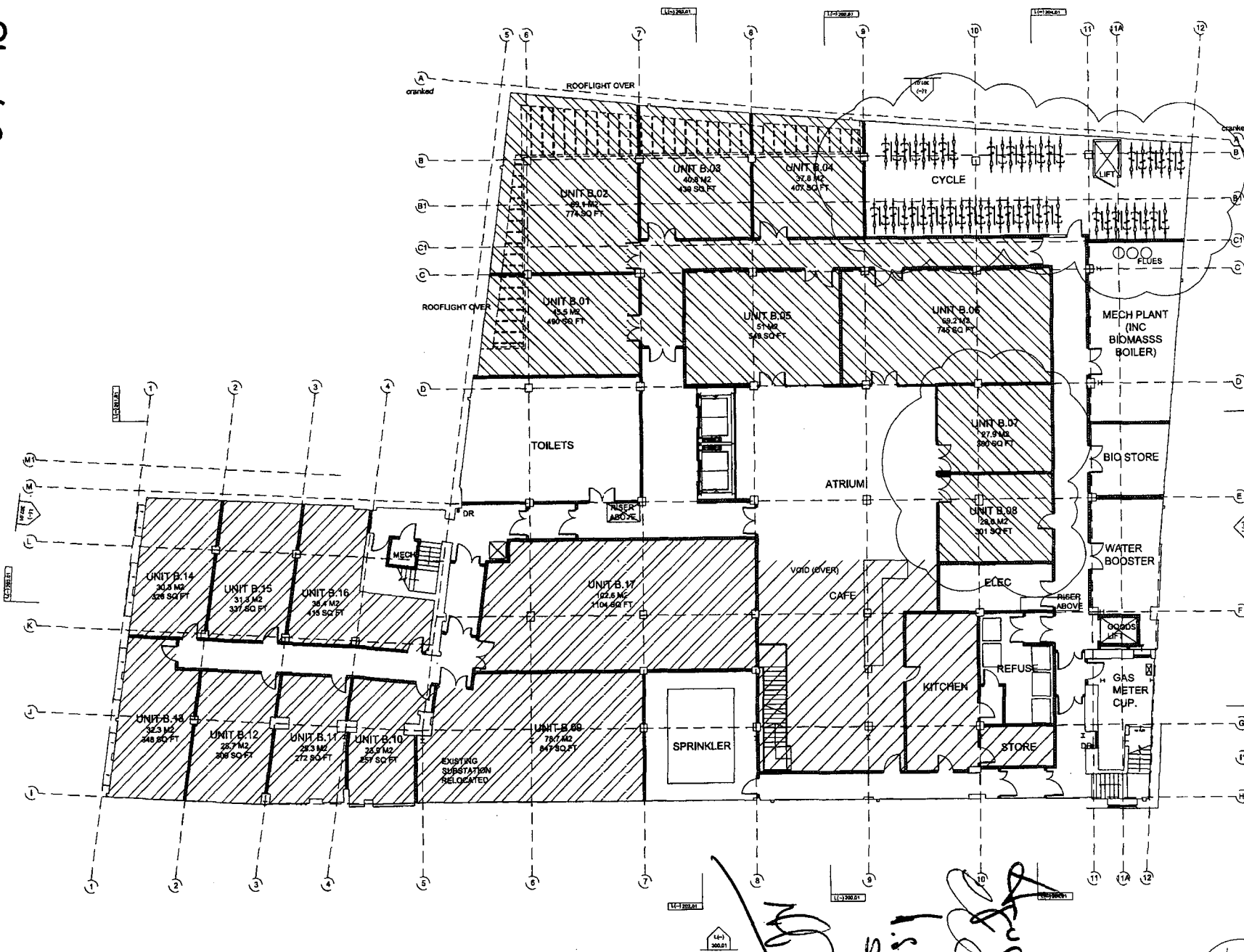
PLAN 2

© Crown copyright. All rights reserved
(Licence Number: 100019726) (Year: 2009)

Scale 1/3000 Date 27/4/2010

Centre = 531336 E 181776 N

PLAN 3



REVISION	DATE
P0 PRELIMINARY ISSUE	03.11.08
P1 UNIT LAYOUT AMENDED, UNITS RE-NUMBERED, DEDICATED JEWELLERY SPACE, SECURE CORRIDOR HATCH AND NOTES ADDED, GRID UPDATED	23.01.09
P2 PLANNING ISSUE	27.03.09
P3 UNIT LAYOUT AND STAIRS AMENDED, UNIT B.08 + B.09 AND LIFT AMENDED,	12.04.09
P4 JEWELLERY SPACE INDICATED	04.12.09
P5 GENERAL UPDATE	18.01.10
P6 AREA UPDATE	18.01.10
P7 FIRE ESCAPE AMENDED	27.01.10
P8 CYCLE PARKING AMENDED, B1 JEWELLERY SPACE INCREASED	29.03.10

KEY:

- B1c (JEWELLERY) AREA: 369.3 m2
- B1c (LIGHT INDUSTRIAL) AREA: 391.5 m2
- A3 (CAFE) AREA: 135.4 m2

Legend

<p>Li+XXX Elevation Drawing reference</p> <p>Li+XXXX Section Drawing reference</p> <p>Li+XXXX Detail layout Drawing reference</p> <p>Li+XXXX Room name Room number for Building Rule to schedule</p>	<p>Li+XXXX Specific Hazard</p> <p>Li+XXXX Level</p> <p>Li+XXXX Door reference for type and detail refer to schedule</p> <p>Li+XXXX Window reference for type detail refer to schedule</p> <p>Li+XXXX Grid line reference</p> <p>Li+XXXX Detail reference refer to specification</p>
--	---

Notes

- All Dimensions To be Checked On Site
- To be read in conjunction with referenced Drawings

References

- Drawings To be read in conjunction with the Preliminary
- Specification Results in referenced Drawings
- Reference in referenced Drawings

Hazards

HATTON SQUARE BUSINESS CENTRE
FOR WORKSPACE MANAGEMENT

MARCH 2010, LONDON, 12 WHITE LANE, LONDON E1 10W
FSP ARCHITECTS & PLANNERS
22 BOSTON PLACE
LONDON, NW1 6ER
Tel: 020 7723 5090
Fax: 020 7723 7000
e-mail: mail@fsp.co.uk

DRAWING STATUS: PLANNING	DATE: 03.11.08
TITLE: PROPOSED BASEMENT FLOOR PLAN	SCALE: 1:100
DRAWING NUMBER: 511 L (-) 100.01	REVISION: P8

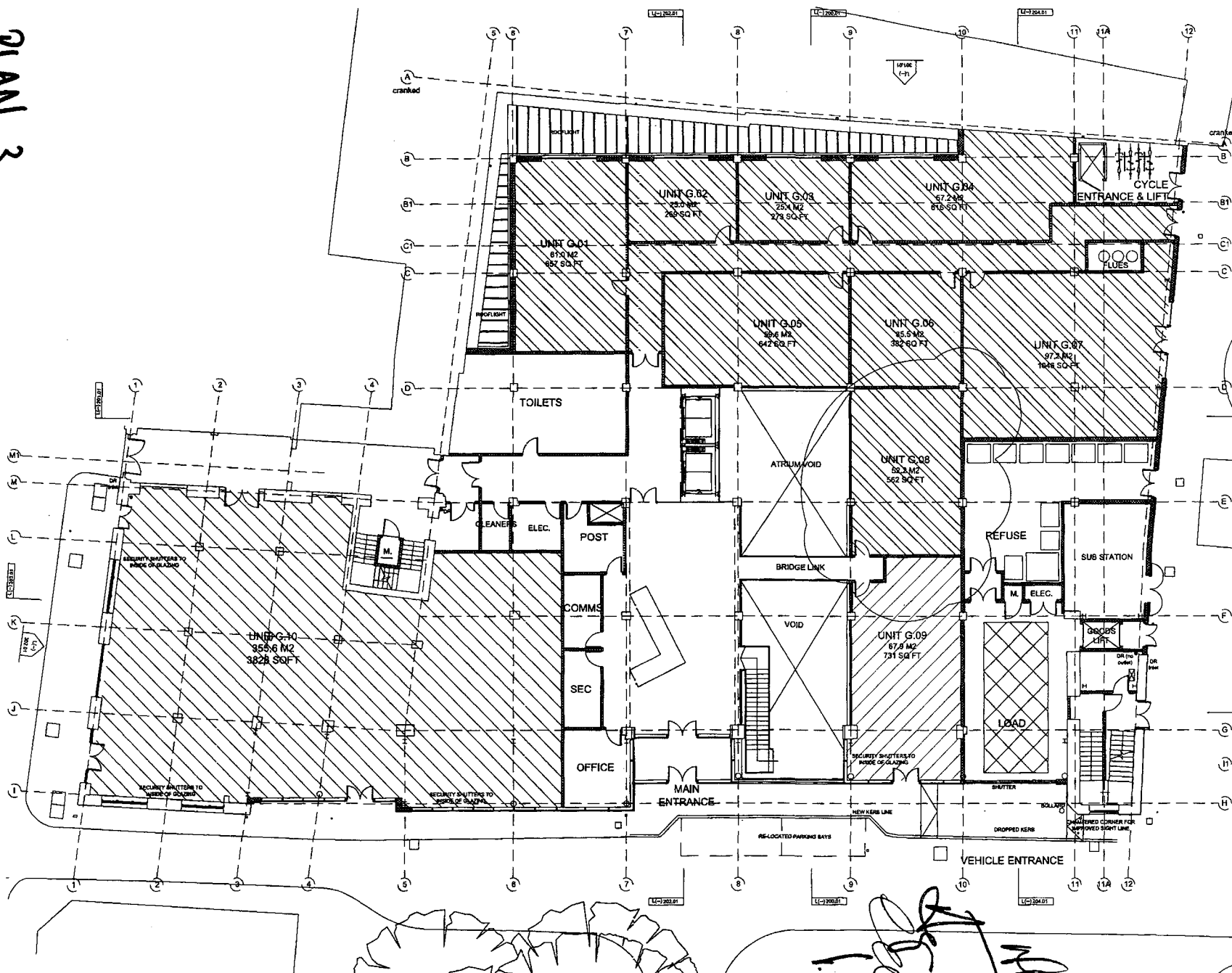
As per code from the drawing, any discrepancies between drawings and the conditions shall be immediately brought to the attention of the architect.

PROPOSED BASEMENT FLOOR PLAN

511 L (-) 100.01

SCALE 1:100

PLAN 3



REVISION	ISSUE	DATE
P0	B1 AND GYM AREA ALTERED; CYCLE LAYOUT UPDATED; REFUSE SPACE EXPANDED; GROSS INTERNAL UPDATES; PARKING BAYS ADDED TO ENTRANCE AREA.	03.11.09
P1	G.04 AMENDED; CYCLE STORE HATCH / DOOR TO G.07 ADDED; GRID AMENDED	23.01.09
P2	PLANNING ISSUE	27.02.09
P3	CLADDING AMENDED	04.06.09
P4	CYCLES AND UNITS, STAIRS AMENDED.	12.08.09
P5	LEFT AMENDED	19.11.09
P6	REAR UNITS AMENDED; JEWELLERY SPACE INDICATED	04.12.09
P7	GENERAL UPDATE	19.01.10
P8	FIRE COMMENTS INCORPORATED	27.01.10
P9	CYCLE ENTRANCE AND LIFT LAYOUT AMENDED	28.03.10
P10	ELB USE GLASS AMENDED; B1C JEWELLERY SPACE INCREASED.	31.03.10

KEY:

- B1c (JEWELLERY) AREA: 413.1 m²
- B1 (BUSINESS) AREA: 67.9 m²
- AT (RETAIL) AREA: 355.6 m²

Legend

<p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p> <p>STORE L1.001</p>	<p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p> <p>Room name Store number for business refer to schedule</p>	<p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p> <p>1-1000 Drawing reference</p>
---	--	---

Notes

1. All Dimensions To Be Checked On Site
 2. To be used in conjunction with Approved Drawings
- References
1. Drawings
 2. Specifications To be read in conjunction with the Preliminary Specifics (see in Reference Drawings)
 3. Schedule
- Hazards
- 1.
 - 2.

HATTON SQUARE BUSINESS CENTRE FOR WORKSPACE MANAGEMENT

HATTON SQUARE, 22 BOSTON PLACE, LONDON, NW1 6ER

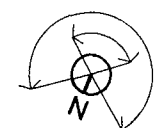
FSP ARCHITECTS & PLANNERS
22 BOSTON PLACE
LONDON, NW1 6ER
Tel: 020 7723 6090
Fax: 020 7723 7096
e-mail: mail@fsp.uk.com

DRAWING STATUS - PLANNING	DATE	03.11.09
TITLE - PROPOSED GROUND FLOOR PLAN	SCALE	1:100
DRAWING NUMBER	PROJECT	511
PROJECT	TYPE	L
ELABORATION	NUMBER	101
REVISION	DATE	P10

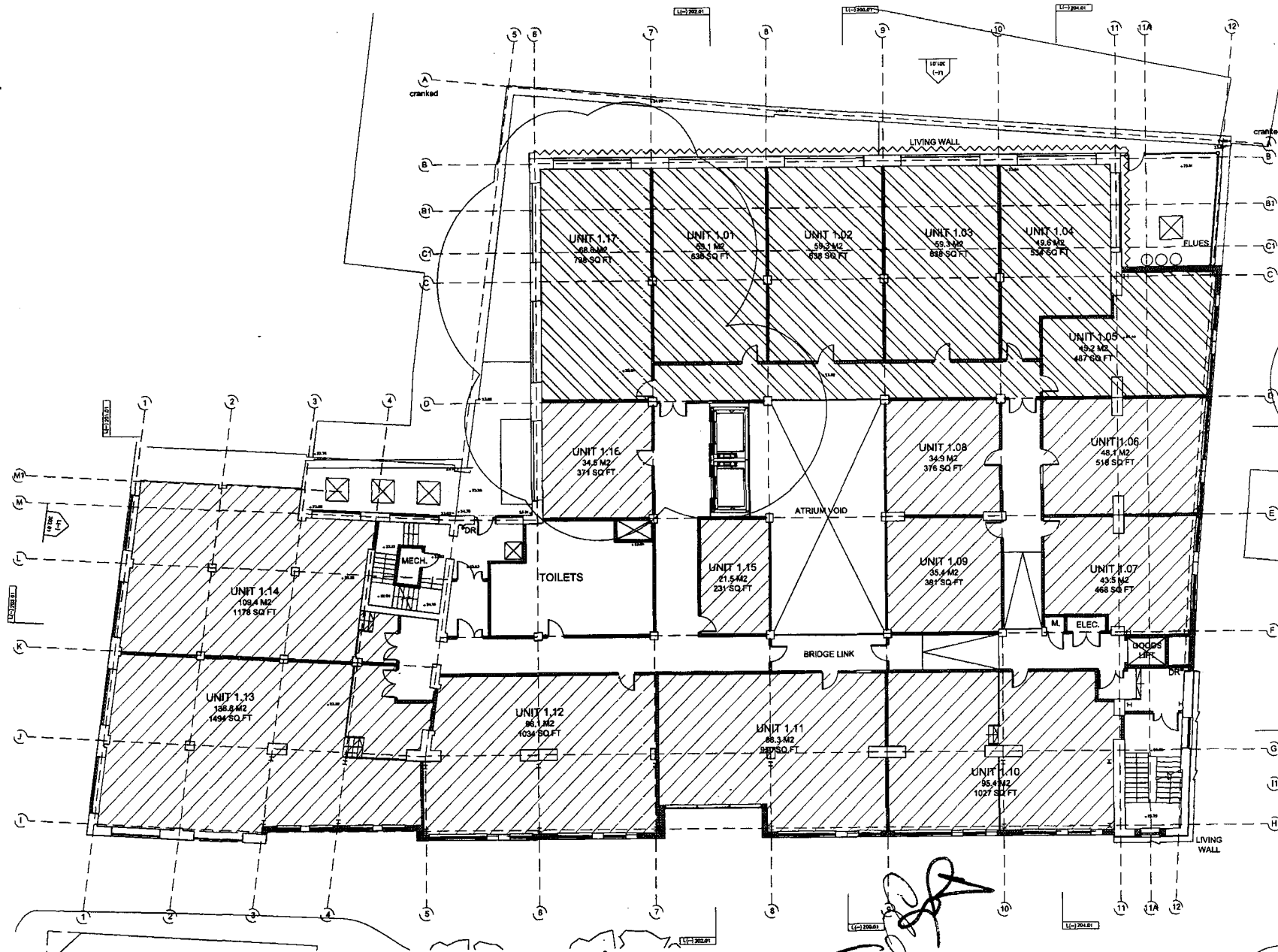
PROPOSED GROUND FLOOR PLAN
511 L (-) 101.01

scale 1:100

Handwritten signature and initials



PLAN 3



PROPOSED FIRST FLOOR PLAN
511 L (-) 102.01
scale 1:100

REVISION	ISSUE	DATE
P0	WINDOWS ALONG WEST WALL. CHANGED. UNIT 1.01/11 UPDATED. NAME REVISIONS ADDED	05.11.08
P1	MINOR MODIFICATION TO WALL POSITION GRID REF 11A. GRID REF A-C/11-12 PLANT ENCLOSURE SHOWN. LAB EXISTING WINDOW OPENING MODIFIED. GRID AMENDED	23.01.09
P2	PLANNING ISSUE	27.02.09
P3	CLADDING AMENDED	04.08.09
P4	ATRIUM, UNITS, TOILETS AMENDED	12.08.09
P5	UNITS, LIFT AND UNIT DOORS AMENDED	18.11.09
P6	JEWELLERY SPACE INDICATED	04.03.10
P7	GENERAL UPDATE	18.01.10
P8	FIRE DOORS MODIFIED	27.01.10
P9	B1C JEWELLERY SPACE INCREASED B1C LIFT INDUSTRIAL WORKSHOPS OMITTED	28.03.10
P10	1:17 USE GLASS AL THRESH. B1C JEWELLERY SPACE INCREASED. HATCHES TO CORRIDOR ADJ.	31.03.10

- KEY:
- B1c (JEWELLERY) AREA: 341.1 m²
 - B1 (BUSINESS) AREA: 745.9 m²

Legend

	Section Drawing reference		Specific Hazard
	Detail layout Drawing reference		Level
	Room name		Door reference to type and detail refer to schedule
	Room number		Window reference to type detail refer to schedule
	Detail reference		Glass reference to specification

- Notes**
- All dimensions To Be Checked On Site
 - To be read in conjunction with Refused Drawings
 - Schedule
- References**
- Drawings
 - Specifications
 - Schedule
- Hazards**
- -
 -

HATTON SQUARE BUSINESS CENTRE
FOR WORKSPACE MANAGEMENT

HATCHER PARTNERSHIP 50 WHITE CHURCH ROAD, LONDON E1 1LJ

FSP ARCHITECTS & PLANNERS
22 BOSTON PLACE LONDON, NW1 5ER

tel: 020 7723 6090
fax: 020 7723 7096
e-mail: mail@fsp-uk.com

DRAWING STATUS: PLANNING	DATE: 05.11.08
TITLE: PROPOSED FIRST FLOOR PLAN	SCALE: 1:100
DRAWING NUMBER: 511 L (-) 102.01	REVISION: P10

as the work from the drawing, any discrepancies between drawings or between drawings and actual site conditions should immediately be brought to the attention of the architect.

- 2.22 Plan 2 the plan marked "Plan 2" annexed hereto showing the Hatton Garden Area
- 2.23 Plan 3 the drawings numbered 511L (-) 101 P10; 511L (-) 102 P10 and 511L (-) 100 P10 all marked "Plan 3" annexed hereto showing the Jewellery Workspace
- 2.24 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 9 February 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/0646/P subject to conclusion of this Agreement
- 2.25 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.26 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.27 "Pedestrian Environmental and Safety Improvement Initiative" improvements to and around the highway to include works such as street furniture consolidation; de-cluttering; pedestrian accessibility; footway improvements; pedestrian signage and way-finding initiatives

- 2.28 "the Property" the land known as Hatton Square Business Centre 16 and 16A Baldwin's Gardens and 31 to 37 (odd) Leather Lane London EC1N 7RJ the same as shown shaded grey on Plan 1
- 2.29 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.30 "the Public Open Space Contribution" the sum of £37,575 (thirty seven thousand five hundred and seventy five 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 for the improvement maintenance and upkeep of existing public open spaces and/or the obtaining of land to make public open spaces in the vicinity of the Development
- 2.31 "the Travel Plan Co-ordinator" an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination implementation reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
- 2.32 "The Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-

- (a) the elements set out in the Fourth Schedule annexed hereto;
- (b) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (c) a mechanism for monitoring and reviewing of the plan at least once every year following the initial substantial review referred to in (b) above ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;
- (d) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

2.33 "the Service Management Plan"

a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;
- (b) details of the person/s responsible for directing and receiving deliveries to the Property;
- (c) measures to avoid a number of delivery vehicles arriving at the same time;
- (d) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (e) likely nature of goods to be delivered;
- (f) the likely size of the delivery vehicles entering the Property;
- (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (h) measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (i) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;

- (j) details of arrangements for refuse storage and servicing; and
- (k) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.34 "the Sustainability Plan"

a plan including:-

- (a) a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation to include a Building Research Establishment Environmental Assessment Method assessment of the Development with a target of achieving a Very Good or Excellent or Outstanding rating and attaining at least 60% of the credits in each of Energy and Water and best endeavours to obtain 40% of the credits in Materials categories to be carried out by a recognised independent verification body in respect of the Property: and
- (b) and to achieve at least a 25% reduction in CO2 emissions based on Part L of the Building Regulations 2006, in line with the measures outlined in the Building and Energy Concept Report Revision 2 by Buro Happbold dated February 2010

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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 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.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 Any approval, agreement, consent, certificate or expression of satisfaction to be given under this Agreement shall not be unreasonably withheld or delayed.
- 3.9 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.11 for all relevant purposes.

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 best 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 best endeavours to work in partnership with (i) King's Cross Construction; 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;
- b) King's Cross Construction 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 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 and employed during the Construction Phase.

4.2.3 During the Construction Phase the Owner shall use best 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.

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 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 SUSTAINABILITY PLAN

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.4.3 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.
- 4.4.4 Following 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 managed in accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in accordance with the requirements of the Sustainability Plan.

4.5 SERVICE MANAGEMENT PLAN

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Service Management Plan.
- 4.5.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
- 4.5.3 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 managed in

strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.6 TRAVEL PLAN

4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Travel Plan.

4.6.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

4.6.3 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 managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.7 FINANCIAL CONTRIBUTIONS

4.7.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions in full.

4.8 HIGHWAYS

4.8.1 On or prior to the Implementation Date to 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 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 to levels it considers appropriate and