

DATED 20 DECEMBER 2006

(1) WICKSTON LIMITED

and

(2) THE CYPRUS POPULAR BANK LIMITED

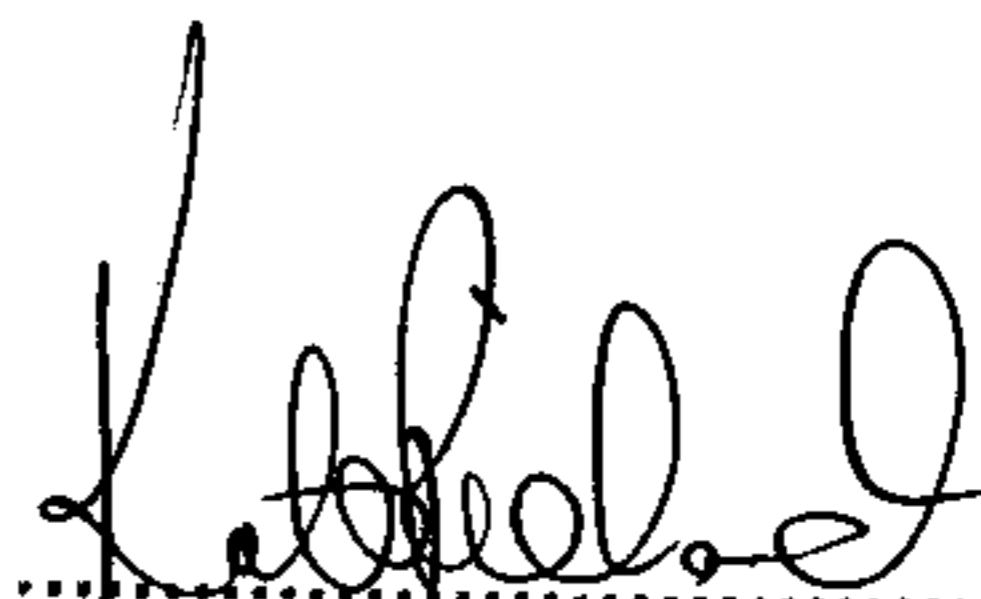
and

(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
34a-36 KILBURN HIGH ROAD, LONDON NW6
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Melanie Field
Solicitor to the Council
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962



I hereby certify this document
to be a true copy of the original

KATE RICHARDS

14 MAY 2007

TOWN HALL, JUDD STREET
WC1H 9LP

THIS AGREEMENT is made the **20th** day of **DECEMBER** 2006

BETWEEN:

1. **WICKSTON LIMITED** (Incorporated in The British Virgin Islands) of care of 9 Wimpole Street, London W1G 9SG (hereinafter called "the Owner") of the first part
2. **THE CYPRUS POPULAR BANK LIMITED** (Incorporated in Cyprus) of 14 Cavendish Street, London W1G 9DJ (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 Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL779489.
- 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 validated by the Council on 17 August 2006 and the Council resolved to grant permission conditionally under reference number 2006/3489/P subject to conclusion of this legal Agreement.
- 1.4 The Council 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 **THE CYPRUS POPULAR BANK LIMITED** as Mortgagee under a legal charge registered under Title Number NGL779489 and dated 22 April 2005 (hereinafter

called "the Legal Charge") 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 Application" a planning application in respect of the development of the Property validated by the Council on 17 August 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/3489/P subject to conclusion of this Agreement
- 2.4 "C1 Aparthotel Element" the 38 aparthotel suites forming part of the Development classified as use class C1 under the Town and Country Planning (Use Classes) Order 1987 (as amended)
- 2.5 "Coach" passenger service vehicles in excess of 5 metres in length or with passenger capacity in excess of 7 people
- 2.6 "the Development" Retention of a new 5-storey plus basement building, comprising a basement Class D2 health club/snooker hall, ground floor Class A1 retail unit, 1st -3rd floors aparthotel (Class C1) comprising 38 suites, and 4th floor residential

units (Class C3) comprising 11x 1 bed and 1x 2 bed self-contained flats, as a variation to planning permission granted on 12 April 2005 (PWX0302236) for erection of a new 5-storey plus basement building comprising a basement Class D2 health club/snooker hall, ground floor Class A1 retail unit, and 1st to 4th floors Sui Generis hostel for homeless people (in the form of 40 self-contained units with communal facilities) as shown on drawing numbers: Drawing No. 928-(01)-20; 928-(01)-21; 928-(01)-22; 928-(01)-23; 928-(01)-24; 928-(01)-25; 0202_91_200; 0202_91_201; 0202_sk_36; 0202_91_204; 0202_91_205; 0202_91_206; 0202_91_207; 0202_91_245A; 0202_sk_33; 0202_91_240A; 0202_sk_35; 0202_00_221a; 0202_00_241a; Schedule Of Floor Areas; General Management And Operation Structure; Planning Statement; Transport Assessment; letter from agent dated 24.11.06

2.7 "the Education Contribution"

the sum of £4,339.00 (four thousand three hundred and thirty nine 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

2.8 "Financial Contributions"

the Education Contribution, the Public Open Space Contribution and the Town Centre Management Contribution

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 "Occupation Date"

the first date when any part of the Development is occupied (save for the ground floor Class A1 retail unit already occupied at the date of this Agreement) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.11 "the Parties"

mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee

2.12 "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

2.13 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.14 "the Property"

the land known as 34a-36 Kilburn High Road, London NW6 5UA the same as shown shaded grey on the site location plan annexed hereto

2.15 "the Public Open Space Contribution"

the sum of £9,770.00 (nine thousand seven hundred and seventy 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

improvement and upkeep of public open space within the London Borough of Camden

2.16 "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

2.17 "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

2.18 "Sustainable Travel Plan"

a plan setting out a package of measures to be adopted by the Owner relating to the management of the Property as approved by the Council incorporating the elements set out in the *First Schedule* hereto with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of sustainable forms of transport both to residents and employees of and visitors to the Development

2.19 "the Town Centre Contribution"

the sum of £15,000.00 (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 the Council's Town Centre Management Scheme

2.20 "the Town Centre Management Scheme"

a joint initiative by representatives of the local business community and residents and elected councillors co-ordinated by the Council to seek

to improve the physical environment and image of the Kilburn town centre and its vicinity and to attract investment to the area

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 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.

Archetype Ltd
3 Manchester Square
London
W1U 3PB

Application Ref: 2006/3489/P

22 November 2006

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:
34A-36 Kilburn High Road
London
NW6

Proposal:

DECISION
Retention of a new 5 storey plus basement building, comprising a basement Class D2 health club/snooker hall, ground floor Class A1 retail unit, 1st to 3rd floors aparthotel (Class C1) comprising 38 suites, and 4th floor residential units (Class C3) comprising 11x 1 bed and 1x 2 bed self-contained flats, as a variation to planning permission granted on 12 April 2005 (PWX0302236) for erection of a new 5-storey plus basement building comprising a basement Class D2 health club/snooker hall, ground floor Class A1 retail unit, and 1st to 4th floors Sui Generis hostel for homeless people (in the form of 40 self-contained units with communal facilities).

Drawing Nos: Drawing No. 928-(01)-20; 928-(01)-21; 928-(01)-22; 928-(01)-23; 928-(01)-24; 928-(01)-25; 0202_91_200; 0202_91_201; 0202_sk_36; 0202_91_204; 0202_91_205; 0202_91_206; 0202_91_207; 0202_91_245A; 0202_sk_33; 0202_91_240A; 0202_sk_35; 0202_00_221a; 0202_00_241a; Schedule Of Floor Areas; General Management And Operation Structure; Planning Statement; Transport Assessment

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 Notwithstanding the provisions of Class D2 of the Schedule of the Town and Country Planning (Use Classes) Order, 1987, or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, the proposed basement Class D2 unit shall only be used as a health club/ gymnasium or snooker hall and for no other purpose.

Reason: To ensure that the future occupation of the building does not adversely affect the adjoining premises/ immediate area by reason of noise, traffic congestion and excessive on-street parking pressure etc. in accordance with policies SD6, SD7, SD5, and C3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 2 No music shall be played on the premises in such a way as to be audible within any adjoining premises or on the adjoining highway.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6 and C3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90) expressed in dB(A) when all plant/equipment are in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 The rear (eastern) ground floor access to the building from Springfield Lane shall not be used by the general public and shall only be used as an emergency exit or servicing entrance to and from all floors.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 The areas of the 3rd floor roof between no.6 Springfield Lane and the proposed flat

no.412, as shown on drawing no. 928-01-250202-91-205, shall not be used as roof terraces.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1/ S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 The hotel suites on the 1st-3rd floors hereby approved shall only be occupied as short-term lets for periods of less than 90 days for purposes within Class C1 of the Town and Country Planning (Use Classes) Order 1987 and for no other purpose. They shall not be used as independent and separate selfcontained Class C3 dwellings.

Reason: To ensure that the future occupation of the building shall be in accordance with the intentions of the proposed scheme and with the Council's policy for hotels and housing as set out in policies H1, H2, H3 and C5 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 Obscure glazing or similar to prevent direct views between habitable windows, details of which shall have been submitted to and approved by the Council, shall be installed on the 4th floor flats (nos. 401, 406, 411, 412) facing the internal lightwell prior to occupation of these flats; such glazing shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking between habitable rooms of the premises in accordance with the requirements of policies S1/ S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

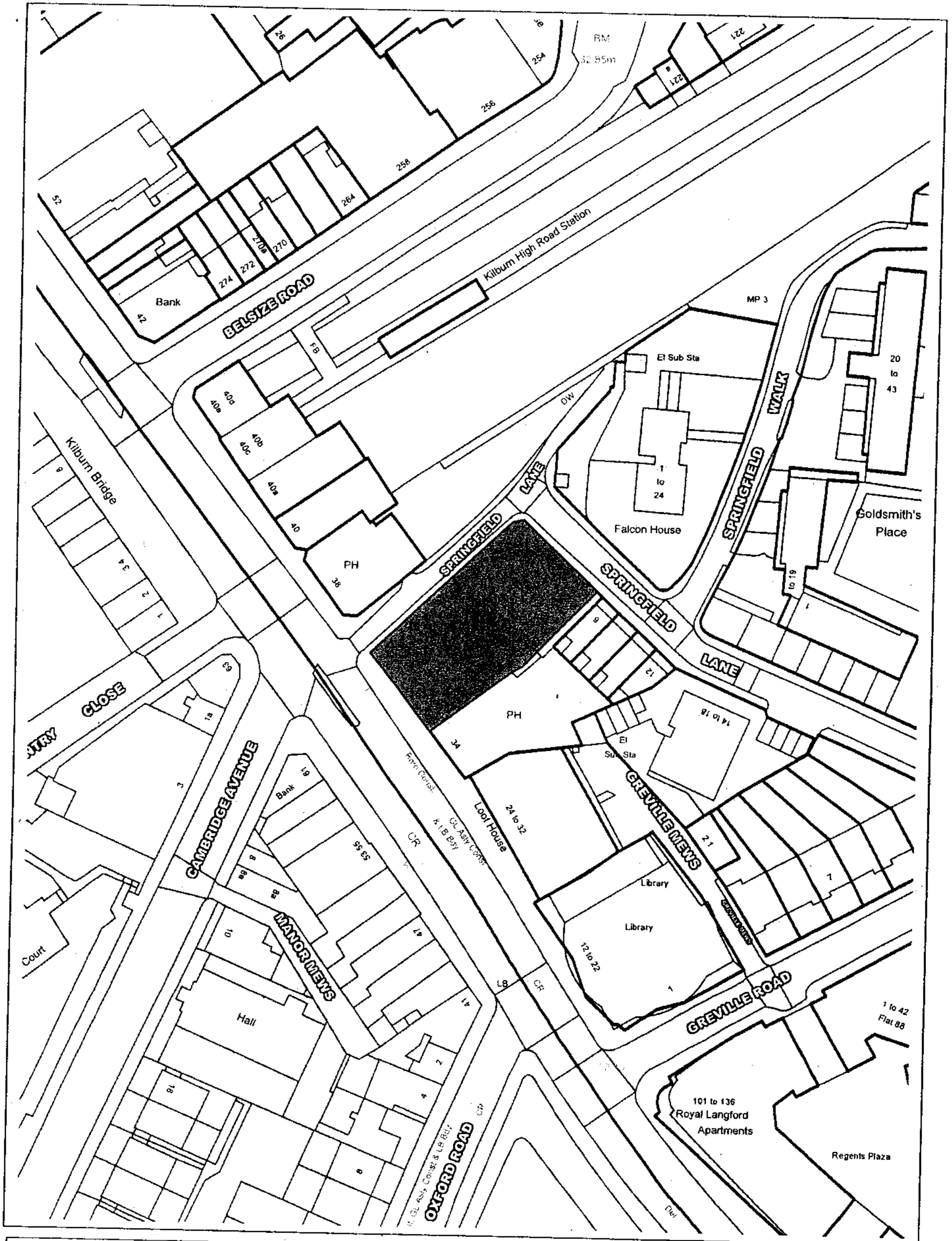
Informative(s):

- 1 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.
- 2 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, SD1, SD2, SD3, SD5, SD6, B1, B2, T1, T2, T7, T8, H1, H7, H8, R1, R2, C3, C4, C5. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate



Application No: 2006/3489/P

34A-36 Kilburn High Road

□ London

□ NW6

Scale:

1:1045

Date:

22-Nov-06

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3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:

4.1 **Car Free Housing**

4.1.1 To ensure that prior to occupying any residential unit forming part of the Development (which for the avoidance of doubt refers to both the C3 residential units and the C1 aparthotel suites) 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.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledge that the provision in Clause 4.1.1 above will remain permanently.

4.2 **Financial Contributions**

4.2.1 On or prior to the date on which the Agreement is completed to pay to the Council the Financial Contributions in full.

4.2.2 For the avoidance of doubt, this Agreement will not be completed until such time as as the Council has received the Financial Contributions in full.

4.3 **Management and use of the C1 Aparthotel Element**

4.3.1 To ensure that the C1 Aparthotel Element is exclusively used and occupied for no purposes other than for its authorised purpose as a hotel within the meaning of class C1 of the Town and Country Planning (Use Classes) Order 1987 (as amended) (and

for the avoidance of doubt the Development shall at no time be used for any purpose within Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987).

4.3.2 To ensure that the C1 Aparthotel Element is not used or occupied other than as a single planning unit in compliance with the Planning Permission and in particular that:

- a) No part of the C1 Aparthotel Element shall at any time be used or occupied as separate independent self-contained dwelling units; and
- b) No part of the C1 Aparthotel Element shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation

and in the event of any breach of this clause to cease Occupation of the C1 Aparthotel Element forthwith.

4.3.3 To ensure that neither the whole nor any part of the C1 Aparthotel Element is occupied by any one or more person or persons for a period of more than 90 days and in the event of any breach of this obligation, the Owner shall terminate that person's or persons' stay at the Property forthwith.

4.4.3.4 To ensure that no guests, visitors or any other patrons of the C1 Aparthotel Element arriving at or leaving the Development in a Coach or being part of a Coach party may stay at the Development and in the event that any such guest, visitor or any other patron is picked up or dropped within 7 metres of the Development by a Coach the Owner to terminate their stay at the Property forthwith.

4.4 Sustainable Travel Plan

4.4.1 On or prior to the expiry of a period of three months from the date of this Agreement to submit a draft of the Sustainable Travel Plan to the Council for approval.

4.4.2 Not to Occupy or permit Occupation of any part of the Development (save for the ground floor Class A1 retail unit already occupied at the date of this Agreement) until such time as the Council has approved the Sustainable Travel Plan.

4.4.3 Not to occupy or permit occupation of the Development at any time when the Development is not being managed in strict accordance with the Sustainable Travel 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 Sustainable Travel Plan.

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

- 5.1 Within 7 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 2006/3489/P the date upon which the residential units forming the Development are ready for occupation.
- 5.2 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.
- 5.3 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 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 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 Index of Retail Prices ("the AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

5.6 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, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2006/3489/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 together with the Council's monitoring costs on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that they 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 titles 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 titles 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 the Owner or the Mortgagee 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. The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof 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. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

THE FIRST SCHEDULE

THE SUSTAINABLE TRAVEL PLAN

Part I: Components of the Sustainable Travel Plan

The Sustainable Travel Plan will be a basis for promoting sustainable travel to and from the Development.

Planning Policy Guidance note 13 (PPG13 (transport)) states that... "The Government wants to help raise awareness of the impacts of travel decisions and promote the widespread use of travel plans amongst businesses, schools, hospitals and other organisations."

(For further advice on developing a Sustainable Travel Plan see "A travel plan resource pack" which is available from ETSU on 0800 585794 or see the DTLR's travel plan website: www.local-transport.dtlr.gov.uk/travelplans/index.htm.)

The Owner will implement the Sustainable Travel Plan where appropriate in partnership with the Council and/or with public transport operators.

In drawing up to the Sustainable Travel Plan the Owner shall ensure that provisions relating to the following matters are contained within the Plan.

Review, management, promotion.

1. annual review and monitoring of the Property's accessibility in Sustainable Transport terms in accordance with the principles set out in Part II of this Schedule.
2. regular promotion of measures to facilitate the Property's accessibility in Sustainable Transport terms including through text being incorporated into all brochures/menus/programmes relating to the Development and into publicity material as appropriate and by making copies of the Sustainable Travel Plan available to staff and members at the Development.

3. ongoing senior management commitment and consultation with staff and occupants of the Property
4. a designated staff travel co-ordinator within the Development to be responsible for implementing the Sustainable Travel Plan
5. a communications strategy within the Development about the benefits of the Sustainable Travel Plan

Emission/vehicle reduction initiatives

1. use of alternatively-fuelled vehicles for servicing and deliveries (such as electric and LPG vehicles and cycles) – organisations can apply to the Energy Saving Trust (www.est.org.uk) for greener- fuelled vehicle grants
2. establishment of electric vehicle recharging points
3. review and development of criteria to reduce car allowances
4. measures to prevent the use of staff car parking and permits in and around the Development
5. setting up and continuing operation of a work place Sustainable vehicles pool for work related trips

Public Transport Initiatives

1. Provide in-house public interest information (both Transport for London and National Rail travel information is available from their respective websites: www.tfl.gov.uk / www.nationalrail.co.uk)
2. Provide staff with interest-free annual season ticket / travelcard loans for travel on buses, the underground, trains and trams
3. Work with the Council and public transport operators to improve routes

Cycle initiatives

Workplace cycling measures – including providing:

1. Secure and well-lit workplace cycle parking
2. Changing and showering facilities
3. Cycle allowance for work-related journeys
4. Cycle and equipment loans and insurance
5. Cycle repair facilities
6. Cycle pool for work-related journeys
7. Work with the Council to improve cycle routes to/from work sites

Other initiatives

1. Encourage walking through the provision of information on the best pedestrian routes to and from the work site for staff and visitors
2. Consider the use of partial homeworking/teleworking /teleconferencing
3. Use taxis as appropriate

PART II: Review and Monitoring of the Sustainable Travel Plan

The Owner shall ensure that the Sustainable Travel Plan contains arrangements for the review and monitoring of the Sustainable Travel Plan are carried out on an ongoing basis and at least every 2 years. These arrangements will deal with the matters set out below establishing firm timescales for the taking of each step, specific targets to be adopted for the measuring of the effectiveness of each measure and a reporting mechanism to the Council. It is acknowledged that it will be appropriate to amend the Sustainable Travel Plan by agreement in the light of developing circumstances.

1. **Review the Development's Transport Accessibility**

The first stage will be to review the Property's accessibility by all modes. An accessibility report will be produced and this will form the basis for the next stages.

2. **Consultation with employees**

This will involve meeting employees of the Development to promote the concept of a Sustainable Travel Plan. The meetings will seek to identify a common set of objectives for encouraging public transport usage and reducing the reliance on the private car.

3. **User/ Employee Consultation and Travel Surveys**

This stage will be based around consultation. It will be extremely important to secure the support of employees and users if the Plan is to succeed. This stage will include employee and user travel surveys to examine the use of existing modes of travel, attitudes towards sustainable modes of transport and the most effective measures to promote sustainable transport for commuting journeys and employers business. The Owner will consult with the Council and providers of public transport at this stage.

4. **Implementation**

Stages 1 to 3 will provide the base information for the review of the Sustainable Travel Plan.

5. **Monitor and Review**

The Sustainable Travel Plan will secure an ongoing process of continuous improvement. Each version of the Sustainable Travel Plan shall set out a mechanism for reporting back to the Council on an annual basis on how effectively the Sustainable Travel Plan is being in maximising the use of sustainable transport.

SECTION 106 AGREEMENT FOR 34a – 36 KILBURN HIGH ROAD, LONDON NW6 5UA

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)
WICKSTON LIMITED)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

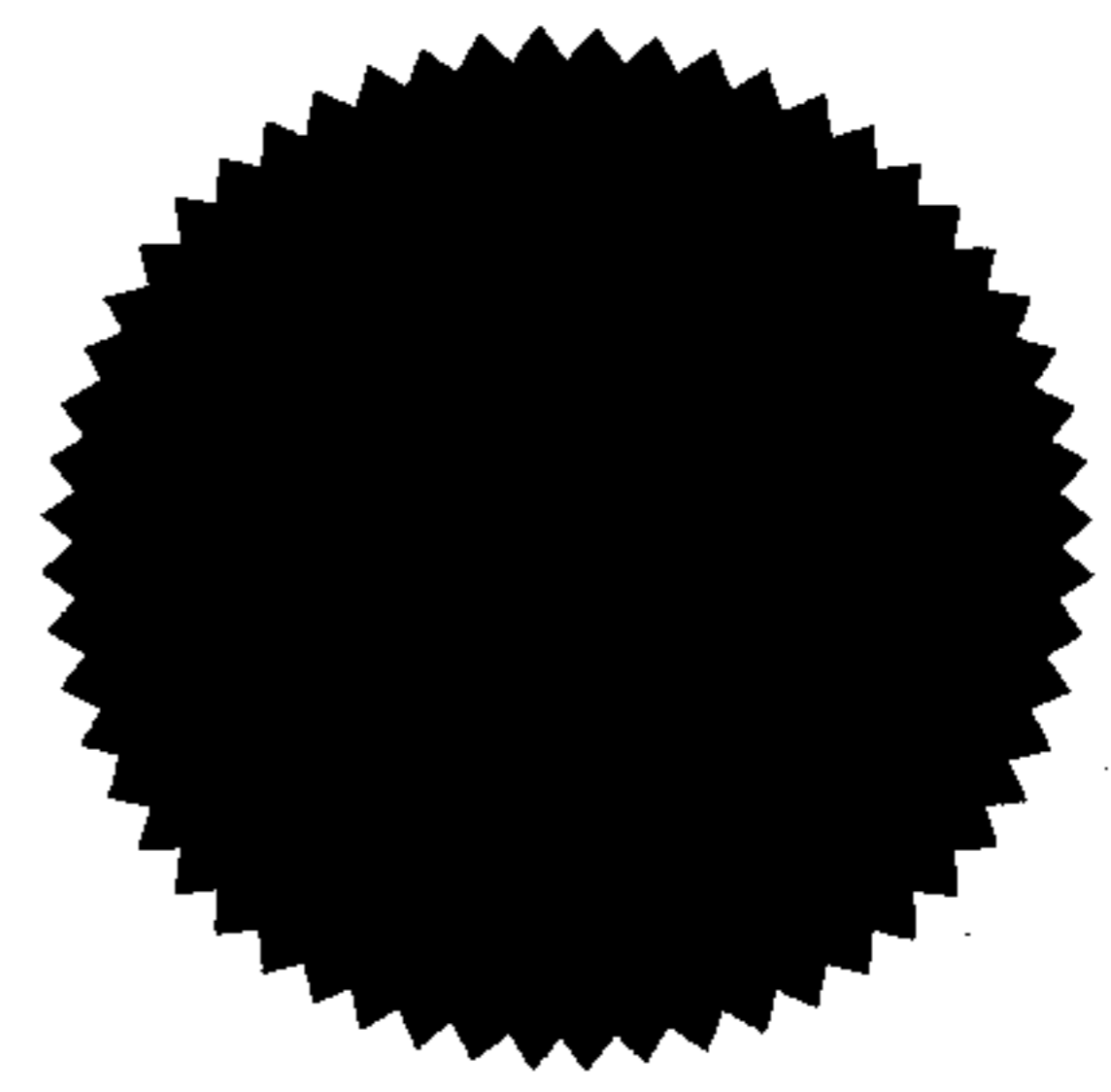
.....
Director/Secretary

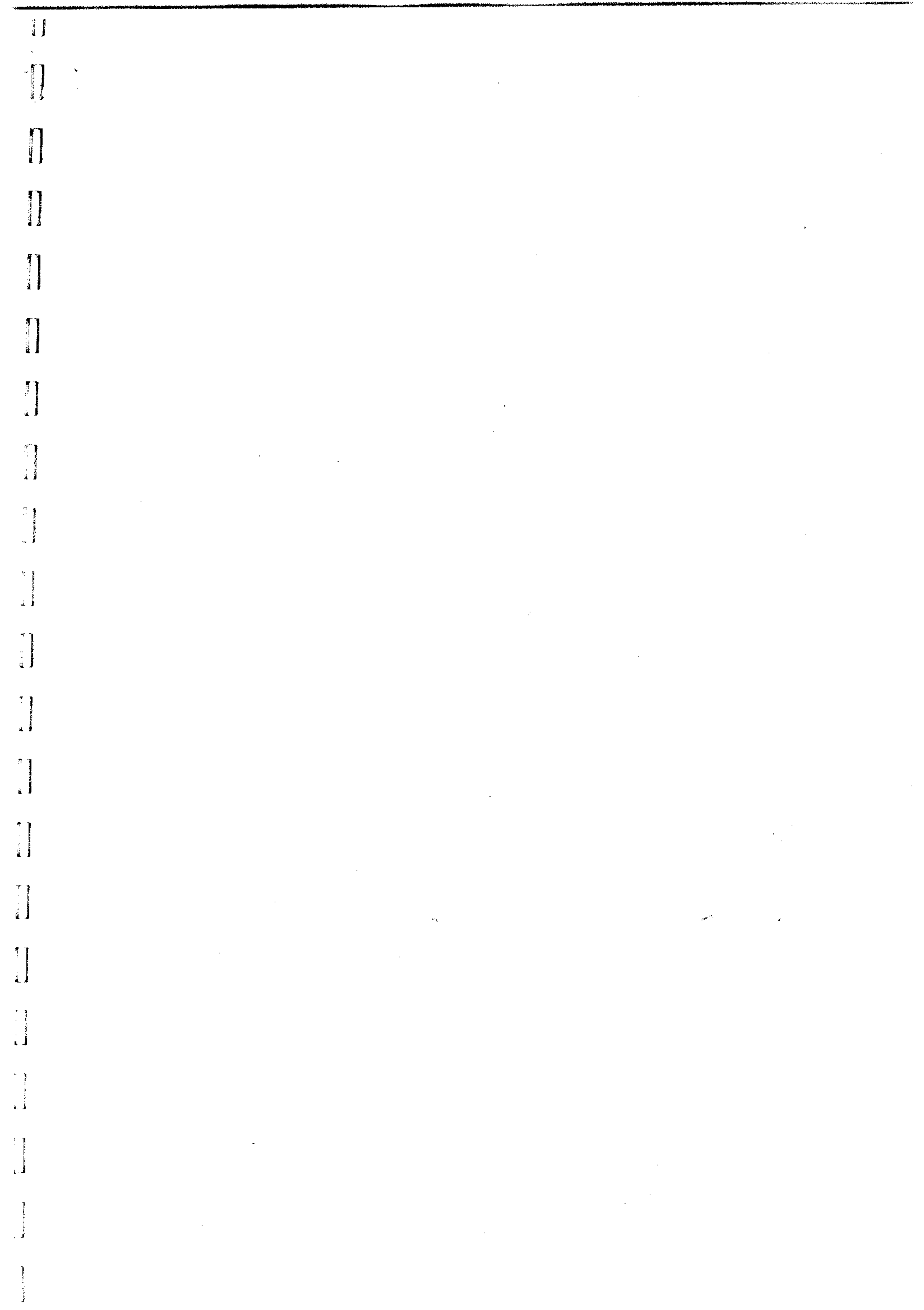
EXECUTED as a Deed
By Duly Authorised Attorneys of
THE CYPRUS POPULAR BANK LIMITED
by
in the presence of:- *M. SKARVELAKI*
Laiki Bank
Corporate Department
14 Cavendish Place
London W1G 9DJ
~~Authorised Signatory~~

S. Arcton
Mr A Kalssides
Authorised Signatory/Attorney
Authorised Signatory/Attorney

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

[Signature]
.....
Authorised Signatory





DATED 20 DECEMBER 2006

(1) WICKSTON LIMITED

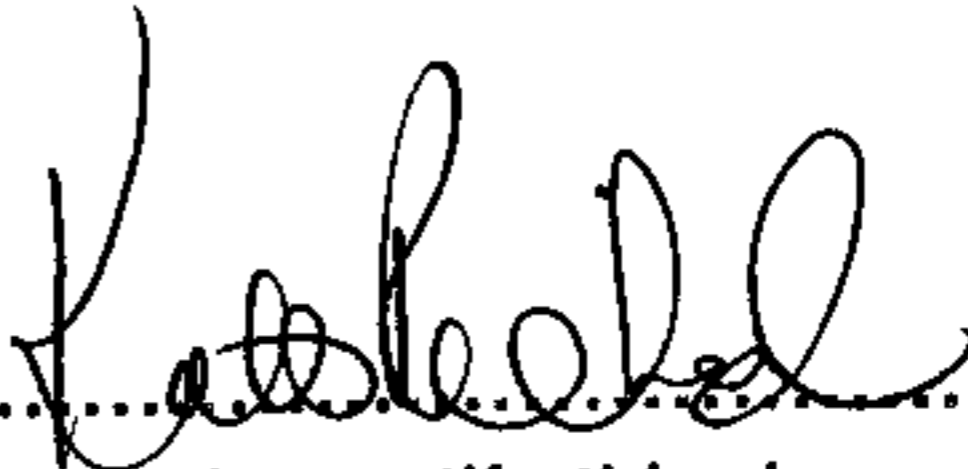
and

(2) THE CYPRUS POPULAR BANK 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
34a-36 KILBURN HIGH ROAD, LONDON NW6
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)


.....
I hereby certify this document
to be a true copy of the original

Melanie Field
Solicitor to the Council
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

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Fax: 020 7974 2962

S:plan/lr/34a-36 Kilburn High Road/s106 Agmt FINAL 101206