

**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 and 6 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 and the Conservation Area Consent on the date hereof.
- 3.7 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 OFF SITE HOUSING**

4.1.1 Not to Implement or permit Implementation of any part of the B1 Element of the Development until such time as the Owner has obtained written confirmation from the Council that each and every of the following steps have been carried out and completed:-

4.1.1.1 With reference to the sites mentioned in sub-Clause 2.15(i) (ii) and (iii) (or such other sites that the Council has agreed in writing shall form the whole of the Off-Site Housing provision) and subject to Clause 4.1.1.4 the Owner has submitted full details of such sites to the Council for approval such details to include the following:-

- (i) the name and location of the said sites;
- (ii) the planning status of the said sites;
- (iii) ownership details of the said sites;
- (iv) steps that the Owner has taken to acquire the said sites or to secure their transfer to a Registered Social Landlord or confirmation (a) of their ownership by a Registered Social Landlord and (b) that such Registered Social Landlord has been provided with sufficient funds to construct the relevant amount of Affordable Housing and a contract has been let to provide the relevant amount of Affordable Housing
- (v) an account of the suitability of the said sites for accommodating the Off-Site Housing as provided for under this Agreement;
- (vi) indicative design of the proposals;
- (vii) such further information as the Council may reasonably require.

4.1.1.2 the sites identified by the Owner as being capable of accommodating the Off Site Housing have been approved in writing by the Council under the provisions of this Agreement as sites, which in the reasonable opinion of the Council are suitable for accommodating the total floorspace of the Off-Site Housing (and for the avoidance of doubt the Council acknowledge that the sites mentioned in sub-Clauses 2.15(i)(ii) and (iii) are together suitable for accommodating the Off Site Housing).

4.1.1.3 in respect of each and every site forming part of the Off-Site Housing the Owner and/or the owner of the Off Site Housing has applied for and been granted planning permission enabling the construction of the approved Off-Site Housing.

4.1.1.4 details shall not be required to be submitted to the Council under sub-Clauses 4.1.1.1(i), (ii), (iv) and (v) for a site mentioned in sub-Clause 2.15(i), (ii) and (iii) of this Agreement where that site is to be developed or has been developed pursuant to planning permission issued by the Council.

4.1.1.5 in the event that an obligation under Section 106 of the Act is required to secure Affordable Housing within the Off-Site Housing the Owner and/or the owner of each and every site forming part of the Off-Site Housing has entered into a Section 106 Agreement with the Council so as to secure the use in perpetuity of the site(s) for the purpose of Affordable Housing to the reasonable satisfaction of the Council ALWAYS PROVIDED the totality of such agreements shall ensure that the tenure mix of the totality of the Affordable Housing on the Off Site Housing Sites shall provide for at least 70 per cent of the floorspace thereof to be Social Rented Housing.

4.1.2 Not to Occupy or permit the Occupation of the B1 Element of the Development for any purpose (except for the purposes of site security) until such time as the Owner has received written notice from the Council that in the reasonable opinion of the Council the Owner has demonstrated to the Council's reasonable satisfaction that the Owner has carried out or secured the carrying out at its own expense of all works of construction, conversion and fitting out necessary to make all of the sites incorporated in the Off-Site Housing (as approved) suitable for use as Affordable

Housing Units and Private Residential Units respectively in accordance with a specification that has been agreed by the Council and that the works have been completed ready for Occupation in a good and workmanlike manner.

- 4.1.3 Not to Occupy or permit Occupation of the B1 Element of the Development until such time as the owner of the Off Site Housing has entered into a Section 106 Agreement with the Council securing the use of the Affordable Housing Units for Affordable Housing and that the said Affordable Housing Units have been transferred to a Registered Social Landlord.

#### **4.2 THE HIGHWAYS CONTRIBUTION**

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution.
- 4.2.3 On completion of the Highway Works the Council will provide to the Owner a certificate specifying the actual sum ("the Certified Sum") expended by the Council in carrying out the Highway Works and a breakdown of such expenditure.
- 4.2.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.5 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate repay to the Owner the difference between the Certified Sum and the Highways Contribution.

#### **4.3 TRAVEL PLAN**

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Travel Plan

4.3.2 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).

4.3.3 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan but no action shall be taken by the Council in relation to this sub-Clause unless it has identified to the Owner any breach and given the Owner a reasonable opportunity to forthwith remedy any such breach.

#### 4.4 **SERVICE MANAGEMENT PLAN**

4.4.1 On or prior to Implementation to submit to the Council for approval the Service Management Plan.

4.4.2 Not to Occupy or permit Occupation of the Development until such time as the Council has approved the Service Management Plan (as demonstrated by written notice to that effect).

4.4.3 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 and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance of the Service Management Plan but no action shall be taken by the Council in relation to this sub-Clause unless it has identified to the Owner any breach and given the Owner a reasonable opportunity to forthwith remedy any such breach.

#### 4.5 **SUSTAINABILITY PLAN**

4.5.1 Prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.5.2 Not to Implement or permit Implementation of the Development until the Sustainability Plan has been approved by the Council (as demonstrated by written notice to that effect) in accordance with this Agreement.

4.5.3 Not to Occupy or permit Occupation until the Owner has undertaken and completed all of the works in accordance with and contained in the Sustainability Plan as approved by the Council as demonstrated by written notice to that effect in accordance with this Agreement.

4.6 **EXISTING LEASEHOLD INTERESTS**

4.6.1 Not to Implement or permit Implementation of any part of the Development until such time as the Owner has determined the leasehold interests registered against title number NGL779464 and provided the Council with evidence of such determination.

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 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 2005/1082/P) the date upon which the residential units forming the Development are 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 Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable 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 Payment of the Highways Contribution pursuant to 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 ZL918ZL065

5.6 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.

5.7 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 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

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

(with the intention that the payment is adjusted commensurate with the said Index)

5.8 All costs and expenses payable to or by 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 2005/1082/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of HM 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, the First Mortgagee, the Second Mortgagee nor their successors in title nor any person deriving title from the Owner, the First Mortgagee, the Second 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 or the Conservation Area Consent are 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.
- 6.9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Secretary of State for the Department for Transport Local Government and the Regions or any other competent authority.
7. The First Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at HM Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only to the extent of the Property the subject of its legal charge and in the event that it becomes a mortgagee in possession of the Property.
8. The Second Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at HM 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.

10. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
11. Any consent, approval or confirmation of the Council required under this Agreement shall not be unreasonably withheld or delayed or conditioned.

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

## **THE FIRST SCHEDULE**

### **THE TRAVEL PLAN**

#### **PART I: Components of the Travel Plan**

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

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 Travel Plan see the DfT's travel plan website: [www.transportenergy.org.uk](http://www.transportenergy.org.uk) ) or Camden's website: [www.camden.gov.uk/wtp](http://www.camden.gov.uk/wtp)

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

**In drawing up to the Travel Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-**

**1. Public Transport and walking**

- a. Provide public transport information relevant to the Development including (for example) a package of map based and timetable information on public transport services.
- b. Make available access to up-to-date transport information through (for example) links to transport websites, including (but not limited to) Transport for London ([www.tfl.gov.uk](http://www.tfl.gov.uk)) and National Rail ([www.nationalrail.co.uk](http://www.nationalrail.co.uk))
- c. Consider staff provision of interest-free annual season ticket/travelcard loans for travel on buses, the underground, trains and trams

**2. Staff Parking and travel**

A review of staff travel should have the principal aim of reducing non-essential single occupant driver trips to the site. This should include:

- a. a review and/ or development of criteria to reduce car allowances and include measures to limit the use of staff car parking and permits in and around the Property.
- b. a review of parking charges
- c. consideration and/or review of pool vehicles for work related trips including more environmentally friendly vehicles and alternative forms of transport for some trips.
- d. consider the use of partial homeworking/teleworking /teleconferencing where feasible and appropriate

**3. Walking and Cycling**

The Travel Plan shall seek to maximise walking and cycling to the Development

Walking should be encouraged through the provision of information on the best pedestrian routes to and from the Property for staff and visitors including (for example) maps of walking routes from mainline and underground stations.

The following cycle measures must be provided:

- a. secure and well-lit workplace cycle parking
- b. changing and showering facilities
- c. a Bicycle Users Group (BUG) to progress cyclists issues shall be set-up on site

Consideration shall also be given to providing:

- d. cycle allowance for work-related journeys
- e. cycle and equipment loans and insurance
- f. cycle repair facilities
- g. cycle pool for work-related journeys
- h. i. work with the Council to improve cycle routes to/from the Property

## **PART II: Review and Monitoring of the Travel Plan**

The Owner shall ensure that the Plan contains arrangements for the review and monitoring of the Travel Plan are carried out on an ongoing basis and at least every 2 years. Each monitoring report shall be submitted to the Council to ensure the Travel Plan targets are being met. If targets set out in the Travel Plan are not met, remediation measures will be required. 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 Travel Plan by agreement in the light of developing circumstances.

### **1. Review the Property'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 Property to promote the concept of a 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 Travel Plan.

5. **Monitor and Review**

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

## **THE SECOND SCHEDULE**

### **SUSTAINABILITY PLAN**

Buildings are responsible for 50% of the UK's emissions of CO<sup>2</sup>, one of the principal greenhouse gases. It is important therefore that buildings are designed to reduce energy consumption as this is related to CO<sup>2</sup> emissions.

The use of computers and other appliances has increased the energy and heat load in offices leading to increased use of air conditioning.

#### **Overall aims**

- To achieve Good score on BREEAM office assessment
- To contribute to Government's target on reducing CO<sub>2</sub> emissions
- 

This Agreement should address the following concerns.

#### **1 Building Structure**

##### **Materials to be used in the construction of the building**

- the embodied energy of the materials
- what proportion of the materials to be used are rated 'A' in the BRE's Green Guide to Specification'?
- level of insulation
- level and type of glazing
- ventilation system
- Fabric maintenance
- Fire protection system

#### **2. Building maintenance and management**

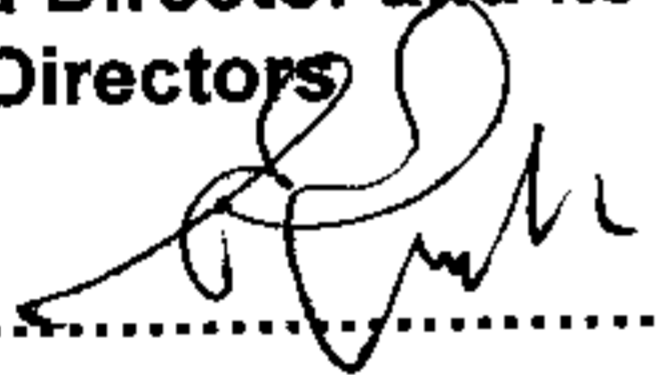
- Source of energy for heating and electricity
- Use of renewable energy

- Building maintenance system to be used
- Details of measures to reduce energy use on a long term basis, including the use of
  - Lighting (e.g. automation of)
  - Mechanical ventilation
  - Office equipment
  - Heating and boiler systems
- Details of measures to reduce water consumption
- Details of any use of grey water e.g. from bore holes
- Indication that energy consumption is well below that of a comparable standard building.

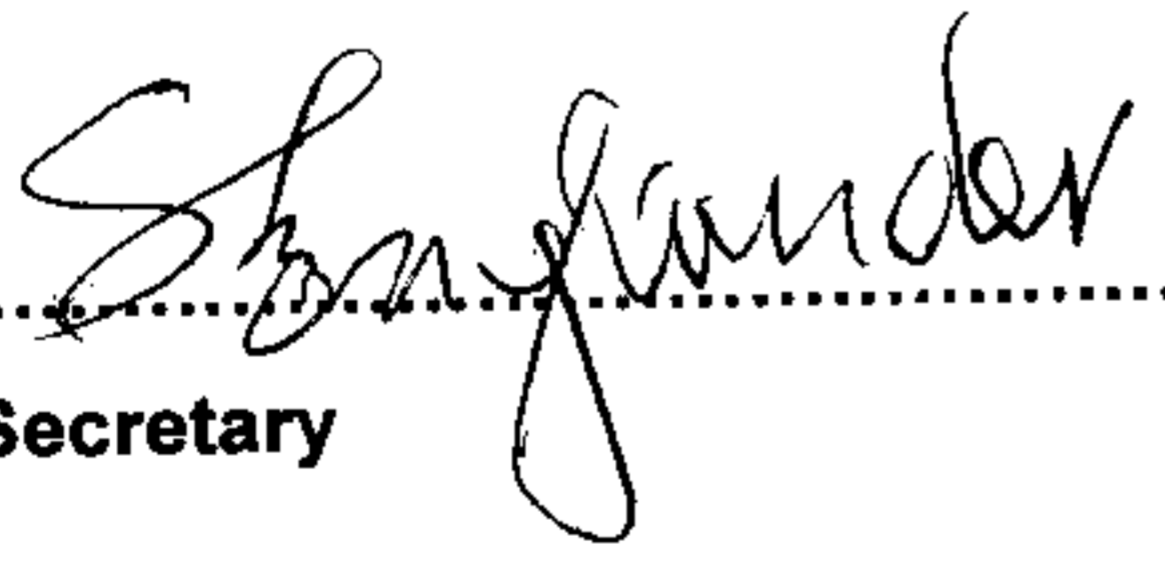
**3. Purchasing and Waste**

- Details of a management plan for the recycling of materials and waste from the operation of the building
- Details of management plan for the recycling of waste from construction and from the use of the building

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

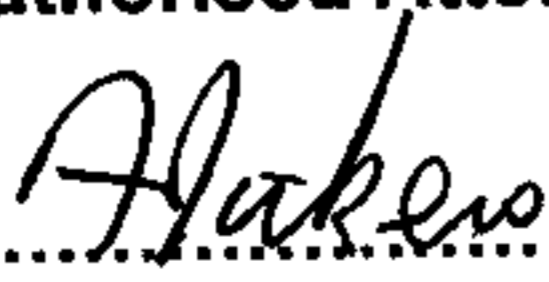


.....  
 Director



.....  
 Director/Secretary

SIGNED AND DELIVERED AS A DEED  
 for and behalf of  
 THE ROYAL BANK OF SCOTLAND PLC  
 by a duly authorised Attorney



.....  
 Witness



CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
125 HIGH HOLBORN, LONDON WC1V 6QA

EXECUTED AND DELIVERED as a DEED )

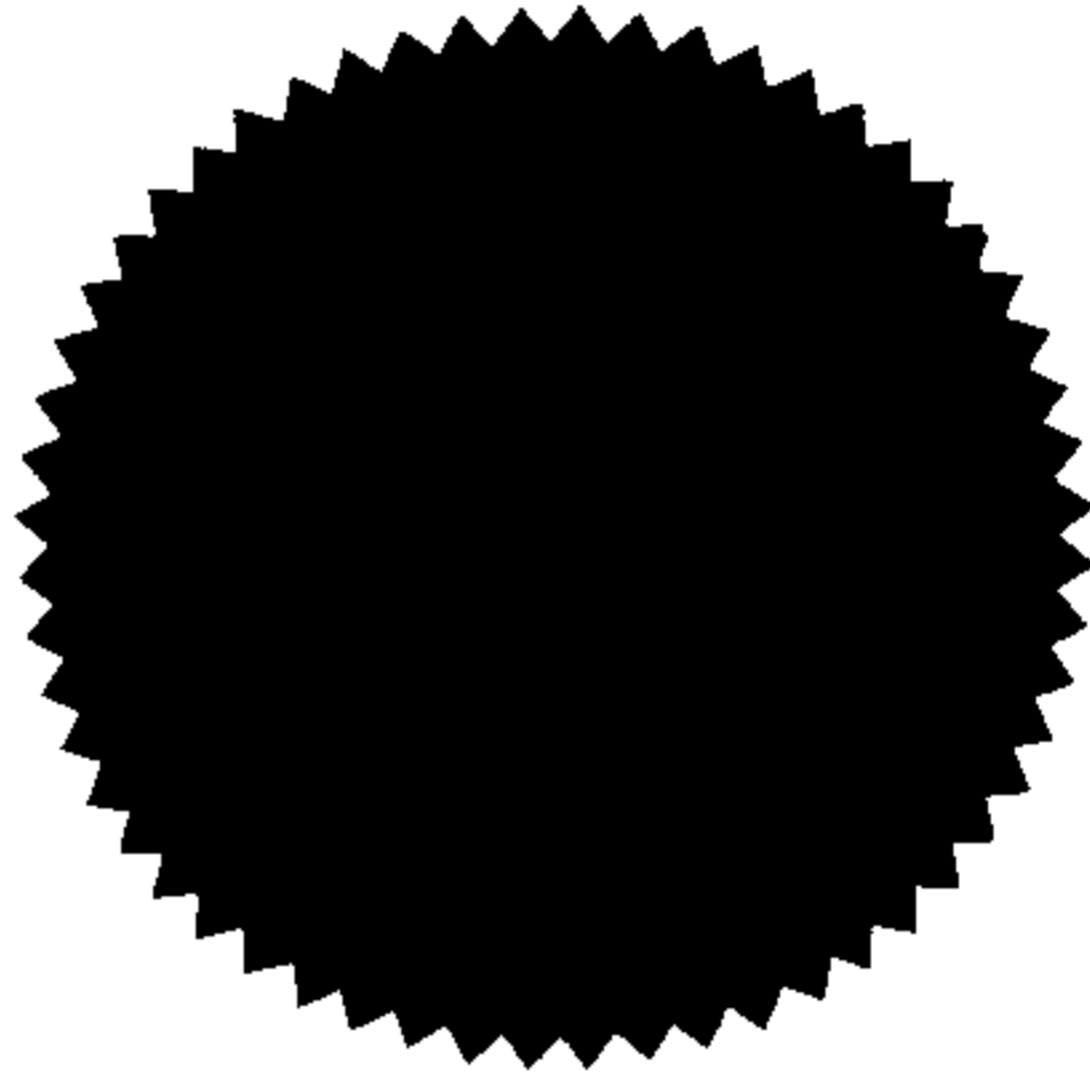
By... GILES NICHOLSON CUSACK )  
(insert name) )  
as Attorney of Barclays Bank PLC )  
in the presence of )



Rosie Smith )  
Name..... Rosie Smith )

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

[Signature] )  
Authorised Signatory )





BY THIS POWER OF ATTORNEY dated 21 September 2004 BARCLAYS BANK PLC of 54 Lombard Street, London, EC3P 3AH (the "Bank") hereby appoints for a period of one year from the date of this deed

Giles Nicholson Clark  
Relationship Director  
Barclays Bank PLC  
Property Team  
54 Lombard Street  
London  
EC3P 3AH

This is a true and complete copy of the original	
FOR BARCLAYS BANK PLC	
Signature:	<i>[Handwritten Signature]</i>
Job Title:	<i>Bank Clerk</i>
Date:	<i>4/8/05</i>

as its true and lawful attorney (the "Attorney") for and on behalf of the Bank (but without prejudice to or in any way limiting the actual or ostensible authority of the said Attorney), to do and execute the following acts and deeds

1. To sign all forms of written documents except acceptances and endorsements of bills of exchange.
2. To accept and endorse bills of exchange jointly with some other person duly authorised by the Bank for that purpose.
3. To sign, execute and deliver all deeds including, without limitation, guarantees, bonds, deeds of easement and indemnities, deeds regulating the priority of mortgages, releases, discharges, transfers of mortgages, reconveyances and re-assignments of real or personal property, mortgaged, charged or assigned by way of security to the Bank.
4. To make any declaration, affidavit or proof of any debt due or claimed to be due to the Bank in any proceedings taken or hereafter to be taken by or against any person, firm or company under any act for the time being in force in relation to the bankruptcy, insolvency or liquidation of debtors, firms or companies of whatever nature.

This Power of Attorney replaces any previous Power of Attorney issued to the Attorney save for any specific power issued.

This Power of Attorney shall be construed under and governed by the laws of England and Wales, to the jurisdiction of whose courts do hereby submit.

In witness whereof, this Power of Attorney has been executed as a deed on the date first written above.

Executed as a deed  
by Barclays Bank PLC  
by the affixing of its Common  
Seal in the presence of :

*[Handwritten Signature]*  
ASSISTANT SECRETARY  
Authorised Sealing Officer :

Seal Number : GCS/PA/04/344

