

DATED

1<sup>ST</sup> DECEMBER

1999

HIGH HOLBORN ESTATES LIMITED

-and-

MID U.K. LIMITED

-and-

THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

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AGREEMENT

Relating to land known as  
STATE HOUSE, 58-71 HIGH HOLBORN  
18-23 HAND COURT  
47 AND 47A BEDFORD ROW WC1  
pursuant to Section 106 of the  
Town and Country Planning Act 1990  
(as amended)

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Alison Lowton  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Ref: CLS/ENV/PXS/C10023202  
Tel: 0171 314 1918  
Fax: 0171 860 5659

envsec3/pritpal/106.HighH

THIS AGREEMENT is made the 1<sup>st</sup> day of DECEMBER 1999

**B E T W E E N:**

1. HIGH HOLBORN ESTATES LIMITED whose registered office is situate at 13 Albermarle Street, London W1X 3HA and whose Company Registration Number is 02378827 (hereinafter called "the Developer") of the first part
2. MID U.K. LIMITED whose registered office is situate at 13 Albermarle Street, London W1X 3HA (hereinafter called "the Mortgagee") of the second part
3. THE MAYOR AND BURGESS 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 Developer is registered at HM Land Registry with Title absolute under Title Numbers 84053, 29315, 163618 and 165968 in respect of 58-71 High Holborn and in respect of 18-23 Hand Court and in respect of 47 and 47a Bedford Row as the Freehold proprietor of the Property.
- 1.2. The Mortgagee has registered its charge over part of the Property on the 22nd April 1992.
- 1.3. The Developer and the Mortgagee are interested in the Property for the purposes of Section 106(9) of the Act.
- 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 the local Highway Authority for the purposes of the Highways Act 1980 for 58-71 High Holborn, 18-23 Hand Court and 47 and 47a Bedford Row.
- 1.5. A revised planning application was submitted to the Council on 12 October 1998 and amended on 16 December 1998, 25 January 1999 and 8 February 1999 and granted permission conditionally under reference number PS9804967R1, subject to the conclusion of this Agreement.
- 1.6. The Council consider 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.
- 1.7. For that purpose the Developer and the Mortgagee are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and Section 278 of the Highways Act 1980 and have agreed that:-
  - (i) The Red Lion Street Improvements should be carried out by the Council, and that the Contribution should be paid by the Developer towards the cost of the Red Lion Street Improvements;

- (ii) The Street Lighting Works are to be carried out in Hand Court at the cost of the Developer;
- (iii) A Community Liaison Group should be established at the Developers own expense for the duration of the Construction Phase; and
- (iv) The Highway Works should be constructed by the Developer at its own expense.

1.8. The Council has resolved to grant the Planning Permission pursuant to the Application subject to the conditions set out in the Planning Permission of even date herewith and subject to the covenants undertakings and restrictions herein contained.

1.9. Save for the obligations contained in Clauses 11.2 and 11.3 and the provisions of Clauses 17 and 18 of this Agreement which shall come into effect on the date hereof the Parties hereto intend that this Agreement shall come into effect upon the Implementation Date.

2. **DEFINITIONS**

In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

- 2.1. "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)
- 2.2. "the Agreement" this planning obligation made pursuant to Section 106 of the Act
- 2.3. "the Application" the planning application in respect of the Property which was submitted on 12 October 1998 and amended on 16 December 1998, 25 January 1999 and 8 February 1999 by Jones Lang Wootton of Queen Victoria Street, London EC4Y 4YY and given reference number PS9804967R1
- 2.4. "the Account" An interest bearing account opened by the Council into which the Contribution shall be paid under clause 12





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# London Borough of Camden 58-71 High Holborn

Environment Department  
 Town Hall Extension  
 Argyle Street Entrance  
 London WC1H 8EQ

**REPORT ENDS**

Date: 15-Oct-1998 Scale: 1 : 1250

7a/41

2.5. "the Development"

redevelopment of the Property to provide a basement ground and 8 storey building to be used for offices and retail (within use classes A1,2 and 3), with 27 basement car parking spaces and service access, as shown on drawing numbers 001, 003, 101.06-113.01, 211, 212, 213, 214, 215, 216 and letter dated 25.1.99 amending the number of car parking spaces from 35 to 27

2.6. "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 excluding any operation relating to site investigations, works or investigations in respect of land contamination, the clearance of the Property and any temporary works including the erection of fencing or hoardings and other site preparation works

2.7. "the Planning Permission"

the planning permission to be granted by the Council for the Development pursuant to the Application in the draft form annexed hereto;

2.8. "the Property"

land at State House 58-71 High Holborn, 18-23 Hand Court and 47 and 47a Bedford Row, WC1 which for the purposes of identification only is shown edged red on the plan attached hereto

2.9. "the Bond"

the form of Deed of Bond referred to in clause 11.7 and attached at Schedule Three between the Surety and the Mayor and Burgesses of the London Borough of Camden

2.10. "the Bond Figure"

£60,000 (sixty thousand pounds)



- 2.11. "the Certificate of Practical Completion" a certificate or series of certificates issued by the Council under paragraph 8 of the Second Schedule hereto certifying that the Works or a part of the Works to which the relevant certificate relates have been completed to the reasonable satisfaction of the Council
- 2.12. "the Contribution" the sum of thirty five thousand pounds (£35,000)
- 2.13. "the Council" the Mayor and Burgesses of the London Borough of Camden of Town Hall, Judd Street, London WC1H 9LP
- 2.14. "the Developer" High Holborn Estates Limited whose registered office is situate at 13 Albermarle Street, London W1X 3HA
- 2.15. "the Highway Works" the works described in Part one of Schedule One and where the context so admits any relevant part or parts of them
- 2.16. "the Red Lion Street Improvements" a scheme of street improvement to Red Lion Street which shall be designed and carried out by the Council and agreed in writing by the Developer and the Council
- 2.17. "the Street Lighting Works" works to improve the street lighting in Hand Court which are described in Schedule One Part Two, the precise details of which shall be agreed by the Developer and the Council in writing
- 2.18. "the Surety" the Sumitomo Marine Fire and Assurance Company (Europe) Limited or such Bank or other guarantee or financial institution as shall be nominated by the Developer for the purpose of the Bond and approved by the Council

2.19. "Undertaker(s) "

any Company Corporation Board or Authority at the date of this Agreement authorised by statute to carry on an undertaking for the supply of telephone or television communications electricity gas water or drainage to the public and whose apparatus is under such authorisation at the date of this Agreement already installed in under or upon the land on which the Works are to be carried out and any authorised successor to any such undertaking

2.20. "the Working Group"

a working group the objectives of which shall be to liaise, discuss, advise and where appropriate make recommendations to the Developer on any issue relating to good working practices (with particular reference to the Method Statement and to Council's Considerate Contractors Manual) so as to minimise disruption and the environmental effect of activity arising out of the Construction Phase such working practices to include inter alia the following:

- (a) procedures for notifying local residents and business occupiers in advance of major operations and taking steps to minimise disruption
- (b) details of major delivery schedules and any necessary road closures or other amendments to normal traffic arrangements and steps to be taken to minimise disruption

- (c) identification of a representative of the Developer to be a contact for local people to refer to (the name of such person to be publicised in the local community)
- (d) details of measures to be taken to maintain tidiness and to minimise noise
- (e) any other matter which the Council reasonably considers is necessary to safeguard the amenity of local residents and businesses.

2.21. "the Construction Phase"

the whole period between

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

2.22. "the AIIRP"

The All Items Index of Retail Prices Published by HM Government or such other body on which responsibility for compiling and otherwise in connection with the Index shall devolve or such other index as may from time to time replace the AIIRP

2.23. " the Method Statement"

a detailed statement prepared by an appropriately qualified professional person giving effect to the requirements of the Council's Considerate Contractor Manual setting out in detail the steps to be undertaken by the Developer during the Construction Phase to minimise the disruption and the environmental effect of the construction of the Development on the amenity of local residents and businesses.



2.24. "the Considerate Contractor Manual"

means the Council's adopted handbook entitled "Considerate Contractors Manual" which was produced by the Council's Environment Department in October 1996 and is designed to promote considerate practice in building activity in Camden and provide guidance for developers, builders, architects and all others engaged in building activity in Camden

2.25. "the Maintenance Period"

the period of 12 months from the date of the issue of a Certificate of Practical Completion as referred to in paragraphs 8 and 9 of Schedule Two hereto

2.26. "the Maintenance Certificate"

the certificate referred to in paragraphs 10 of the second schedule hereto

2.27. "the Drawings"

The Plan of the Street Lighting Works approved by the Council under clause 12.4 together with such other drawings and plans as may be submitted by the Developer to the Council and approved by the Council

2.28. "the Parties"

means the Mayor and Burgesses of the London Borough of Camden (the Council), High Holborn Estates Limited (the Developer) and MID U.K. Limited (the Mortgagee) respectively and (unless the context otherwise states) their respective successors in title

2.29. "the Works"

means the Highway Works and the Street Lighting Works collectively

- 2.30. "the Final Certificate of Practical Completion" the final certificate issued by the Council under paragraph 8.1 of the Schedule Two hereto certifying that all of the Works have been completed to the reasonable satisfaction of the Council
- 2.31. "the Residents Association" means the Red Lion Square Residents Association
- 2.32. "the Mortgagagee" Mid U.K. Limited

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

3. This Agreement is entered into pursuant to Section 106 of the Act, and constitutes a planning obligation for the purposes of the said Section 106 as aforesaid, and shall be enforceable by the Council against the Developer and Mortgagagee and against any person deriving title to the Property from the Developer.
4. It is hereby agreed between the Parties that save for the covenants undertakings and obligations contained in clause 11.2 and 11.3 and the provisions of clauses 17 and 18 below which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Developer (and when the context so admits upon the Council) upon the Implementation Date
5. The Council hereby agrees to issue the Planning Permission on the date hereof
6. Where in this Agreement reference is made to a clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital of or (in the case of a plan) attached to this Agreement.
7. References in this Agreement to the Developer shall include reference to its successors in title to and persons claiming through or under it.
8. Reference in this Agreement to the Council shall include its successors (insofar as is relevant to the Highway Works) as local planning authority and/or (if relevant) Highway Authority and (in the case of terms relevant to or consequent upon land owned by the Council) the Council's successors in title and those claiming through or under it



9. **RELEASE**

No person company or other entity shall be liable for a breach of a covenant contained in this Agreement after he shall have parted with all interest in the Property or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

10. **LAPSE OF AGREEMENT**

This Agreement shall cease to have effect if the Planning Permission is quashed revoked or otherwise withdrawn or (without the consent of the Developer) in the case of any of the above is modified by a properly exercised statutory procedure or expires before the Implementation Date.

11. **THE DEVELOPER'S OBLIGATIONS**

In consideration of the grant of the Planning Permission by the Council the Developer hereby covenants with the Council as follows:-

**THE CONTRIBUTION**

11.1. To pay the contribution to the Council within 28 days of the issue of the Final Certificate of Practical Completion.

**METHOD STATEMENT**

11.2. That within 3 months from the date of this Agreement or two months prior to the Commencement of the Construction Phase (whichever is the latter) at its own expense, and subject to obtaining all necessary licences, permissions and consents to submit the Method Statement for approval to the Council (such approval not to be unreasonably withheld or delayed).

*Method Statement to be approved by BC.*

**THE WORKING GROUP**

11.3. At least one month prior to the commencement of the Construction Phase at its own expense and subject to obtaining all necessary licenses permissions and consents

(a) The Developer shall at its own expense (which for the avoidance of doubt does not require the Developer to pay for the costs or expenses of any member of the Working Group preparing for or attending any meeting of the Working Group) establish the Working Group and thereafter manage the Working Group in such a way as to minimise disruption and damage to amenity to local residents and the local community arising from the carrying out of the Development.



- (b) The Developer shall invite the following to become members of the Working Group;
- i) a representative of the Resident's Association
  - ii) two representatives of the Council's Environment Department (including one Environmental Health officer)
  - iii) any other person or body nominated by the Council whom the Council reasonably considers has a legitimate interest in the objectives of the Working Group
- (c) The Developer shall at its own expense procure that duly authorised representatives of the Developer (which may include the Developer's contractors and any other appropriate professional representatives that the Council reasonably requires) shall be a member of the Working Group and shall attend all meetings of the Working Group.
- (d) The Developer shall provide suitable facilities for the meetings of the Working Group and shall use all reasonable endeavours to ensure that meetings of the Working Group shall take place at least once every month.
- (e) The Developer shall give a minimum period of seven days written notice of each meeting of the Working Group to all members of the Working Group.
- (f) The Developer shall ensure at its own expense that an accurate written minute is kept of each meeting of the Working Group recording discussion and any decisions taken by the Working Group (this to be circulated by the Developer to all members of the Working Group within seven days of each meeting)
- (g) Any member of the Working Group shall be entitled by giving written notice of not less than fourteen days to the other members of the Working Group (except in an emergency in which case notice of 48 hours shall suffice) to call an additional meeting of the Working Group for the purpose of discussing any matter specified in the notice which it reasonably considers that the Working Group ought to discuss before the next meeting which would be due in accordance with sub-clause (d) above.



- (h) Each member of the Working Group shall have one vote on any motion proposed and in the event of the majority of members of the Working Group voting in favour of making a recommendation to the Developer in respect of the management of the Construction Phase for the purposes of relieving damage to the amenity the Developer shall (unless the Developer can demonstrate that adopting such recommendation would entail unreasonable expense) give effect to implementing such recommendation and in the event that the recommendation not being adopted by the Developer the Developer shall provide the Working Group written reasons as to why this is the case.
- (i) the Developer shall provide at its own expense a telephone complaints service that shall be available to local residents between the hours of 9:30am and 5.30pm from Mondays to Fridays (excluding Bank Holidays) and thereafter at all other times shall provide an answer phone service **PROVIDED ALWAYS THAT** the Developer shall use all reasonable endeavours to deal with such complaints that may arise throughout the Construction Phase and to expeditiously take any steps contingent on such complaints (and shall give the Council written information on a two weekly basis about any complaints received and action taken in respect of them).
- (j) the Developer shall place a prominent notice on the Property facing High Holborn Hand Court and Bedford Row giving details of:
- i) the telephone complaints service and answering service provided under clause 11.3(i) of this Agreement;
  - ii) an out of hours telephone number for the contractor in case of emergencies;
  - iii) contact details for the Developer the contractor and the local police station.

11.4. The Developer shall ensure that the Construction Phase shall be undertaken and managed to the Council's reasonable satisfaction in accordance with the version of the Method Statement approved by the Council and with the Council's Considerate Contractor Manual and in the event of non compliance with this clause the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.



**11.5. THE WORKS**

**11.5.1. Approval of the design of the Works**

The Developer shall within 12 months of the Implementation Date at its own expense design in detail and submit to and use all reasonable endeavours to obtain the Council's approval of the Works and for the reinstatement of the highway around the Property.

**11.5.2. Highways Works**

Subject to obtaining at its own expense all necessary licences, permissions and consents, to commence the Highway Works and thereafter to diligently proceed with and complete the Highway Works in accordance with the terms set out in Schedule Two within three years from the Implementation Date.

**11.5.3. Street Lighting Works**

Subject to obtaining all necessary licences, permissions and consents, to commence the Street Lighting Works and thereafter to diligently proceed with and complete the Street Lighting Works in accordance with the Council's Considerate Contractor Manual at no cost to the Council, within three years from the Implementation Date.

**11.5.4. Payment of the Council's Supervision Fee**

Within 14 days of the date of issue of any and each Certificate of Practical Completion (and submission of a invoice from the Council requesting payment) to pay the Council's Environment Department's reasonable and proper costs of supervising the Works (which includes the cost of all approvals, inspecting and checking under the provisions of Schedule Two).

**11.6. OCCUPATION**

Not to occupy any part of the Development until such time as the Contribution has been paid to the Council pursuant to Clause 11.1.



11.7.

## BOND

Fourteen days prior to commencing the Works at no expense to the Council to enter into the Bond with the Surety in the Bond Figure at clause 2.10 hereof in the form attached hereto to the effect that should the Developer default in the execution of its obligations to carry out the Works then the Council may (subject to the provisions of paragraph 7 of Schedule Two) itself carry out the Works and call upon the Surety to reimburse the lesser sum of (a) the cost expended in so doing and (b) the Bond Figure **PROVIDED THAT** upon the issue of any Certificate of Practical Completion the Council will authorise the reduction of the Bond to accord with ninety percent of the value of the Works to which the certificate relates and upon the issue of the Final Certificate of Completion the Bond will be redeemed by ninety percent of the Bond Figure or such other percentage as shall be agreed between the Parties as shall represent the value of the Works then outstanding and the Bond shall in any event be released and discharged upon the issue of the Maintenance Certificate without any further action being required of the Parties.

12.

## THE COUNCILS' OBLIGATION

THE COUNCIL hereby covenants with the Developer

12.1.

Upon receipt of the Contribution to pay the Contribution into the Account under income code pursuant to clause 16 hereof for the Red Lion Street Improvements

12.2.

Not to use or suffer the Contribution to be used other than for the Red Lion Street Improvements

12.3.

If at the completion of the Red Lion Street Improvements or at the expiration of two years from the date the Contribution was paid to the council, whichever is the earlier, the Council have not expended the Contribution or any part of it, the Council shall either repay the Contribution to the Developer, or in the event of the Council having partially expended the Contribution, repay to the Developer a sum equivalent to the amount of the Contribution remaining unspent and uncommitted at that date, together with all interest accrued thereon

12.4.

To use all reasonable endeavours to comment upon and either approve or refuse the detailed design of the Works submitted by the Developer pursuant to Clause 11.5.1, within fourteen days of the date when the detailed design is/are submitted to the Council for approval and, in the case of a refusal to give detailed reasons as to why the design is/are not acceptable to the Council and written guidance on the steps to be taken to address the Council's concerns in order that the Developer can make the necessary amendments and resubmit the design to the Council for approval.



13. **IT IS HEREBY AGREED AND DECLARED** by the parties hereto that:-

13.1. **INDEMNIFICATION**

The Developer shall indemnify the Council for any reasonable and proper expenses or liability arising to the Council in respect of material breach by the Developer of any of its obligations contained herein.

13.2. Such Indemnity shall not apply to any action cost claim demand liability charge or expense whatsoever arising or which may arise out of or to be incidental to any negligent act or default or commission on the part of the Council.

13.3. The Council shall notify the Developer forthwith upon receipt of any such claim demand cost or liability

13.4. The Council shall not accept or settle any such claim without the prior approval of the Developer as to the validity of such claim and the terms and quantum of any such settlement.

13.5. **PUBLIC LIABILITY**

To ensure that the person or persons carrying out the Works shall be insured against public liability risks for a sum of at least five million pounds (£5,000,000) in respect of a single claim.

14. **NON FETTER OF STATUTORY DISCRETION**

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.

15. **SERVICE OF NOTICE**

The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval 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 Monitoring Officer, Sites and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting planning reference PS9804967R1 and in the case of notice or approval to the Developer or the Mortgagee shall be addressed to their respective registered offices for the time being.

16. **METHOD OF PAYMENT OF THE CONTRIBUTION**

Payment of each Contribution shall be made by the Developer sending a cheque for the full amount within the time specified in clause 11.1 hereof to the Council together with a letter specifically referring to the name date and Parties to the Agreement and citing the clause of the Agreement to which the Contribution relates such letter to be addressed to the Planning Finance and Business Unit, Environment Department, Camden Town Hall, Argyle Street, London WC1H 8EQ quoting Income Code ZL026 ZL065

17. **REGISTRATION OF THE AGREEMENT**

This Agreement shall be registered as a Local Land Charge.

18. **FEEES**

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

19. **VAT**

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 the Developer 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 Developer.

20. **DELEGATION OF DUTIES**

Subject to clause 11 and insofar as the performance of obligations on part of the Developer contained in clauses 11.2, 11.3, 11.4 and 11.5 hereof may be delegated to a Contractor or Sub-Contractor or Contractors first approved by the Council (such approval not to be unreasonably withheld) **PROVIDED THAT:-**



- 20.1. the Developer shall remain liable to the Council for the due performance and observance of this Agreement and
- 20.2. the Contract by which the obligations contained in this Agreement are delegated shall unless otherwise approved by the Council contain terms and conditions no less stringent than the terms and conditions contained in this Agreement and shall incorporate the description of the Works and the Drawings.

21. **INDEXATION**

The Contribution 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 being equal to the original sum payable multiplied by a figure being a fraction of the AIIRP figure published by the Central Statistical Office at the date hereof is the denominator and the last AIIRP figure published before the date such payment or application is made less the last published AIIRP figure at the date hereof is the numerator.

22. **INTEREST ON LATE PAYMENT**

All monies 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.

23. **CANCELLATION OF ENTRY**

Upon compliance by the Developer of its obligations under clause 11 of this Agreement the Council shall upon receipt of written notice from the Developer procure at no expense to the Developer or the Mortgagee the cancellation of the entry referred to in clause 17 hereof.

24. **CONSENTS**

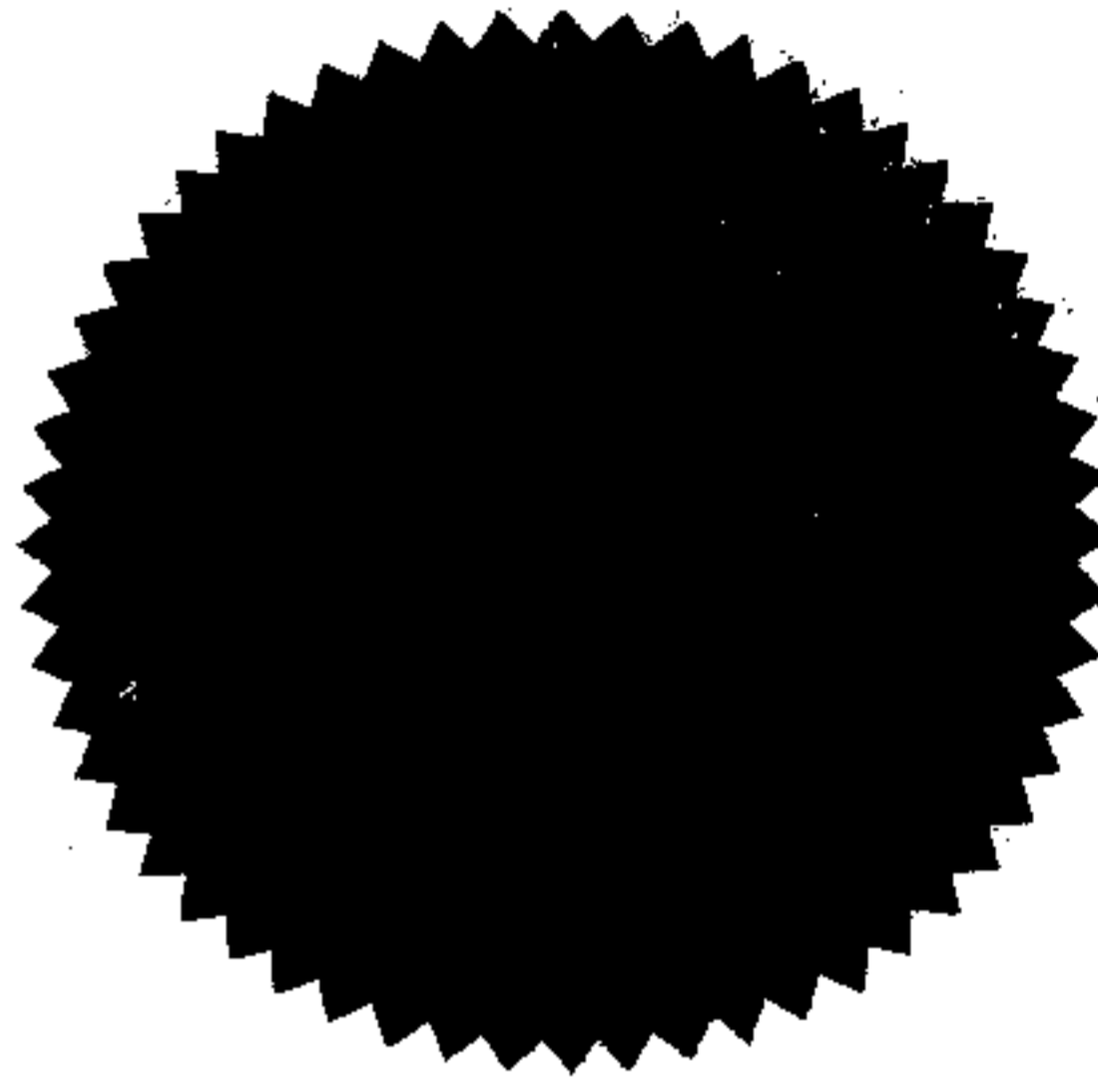
Where any confirmation agreement consent permission or other approval is to be given by any party or person under this Agreement the same shall only be valid if given in writing and shall not be unreasonably withheld or delayed and shall have specific regard to need for Parties to discharge their respective obligations within the relevant timescales.

AGREEMENT RELATING TO LAND KNOWN AS STATE HOUSE, 58-71 HIGH  
HOLBORN, 18-23 HAND COURT, 47 AND 47A BEDFORD ROW, WC1 PURSUANT TO  
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

IN WITNESS whereof the parties hereof have caused their respective  
Common Seals to be affixed and have caused this Agreement to be  
executed as a Deed the day and year first above written.

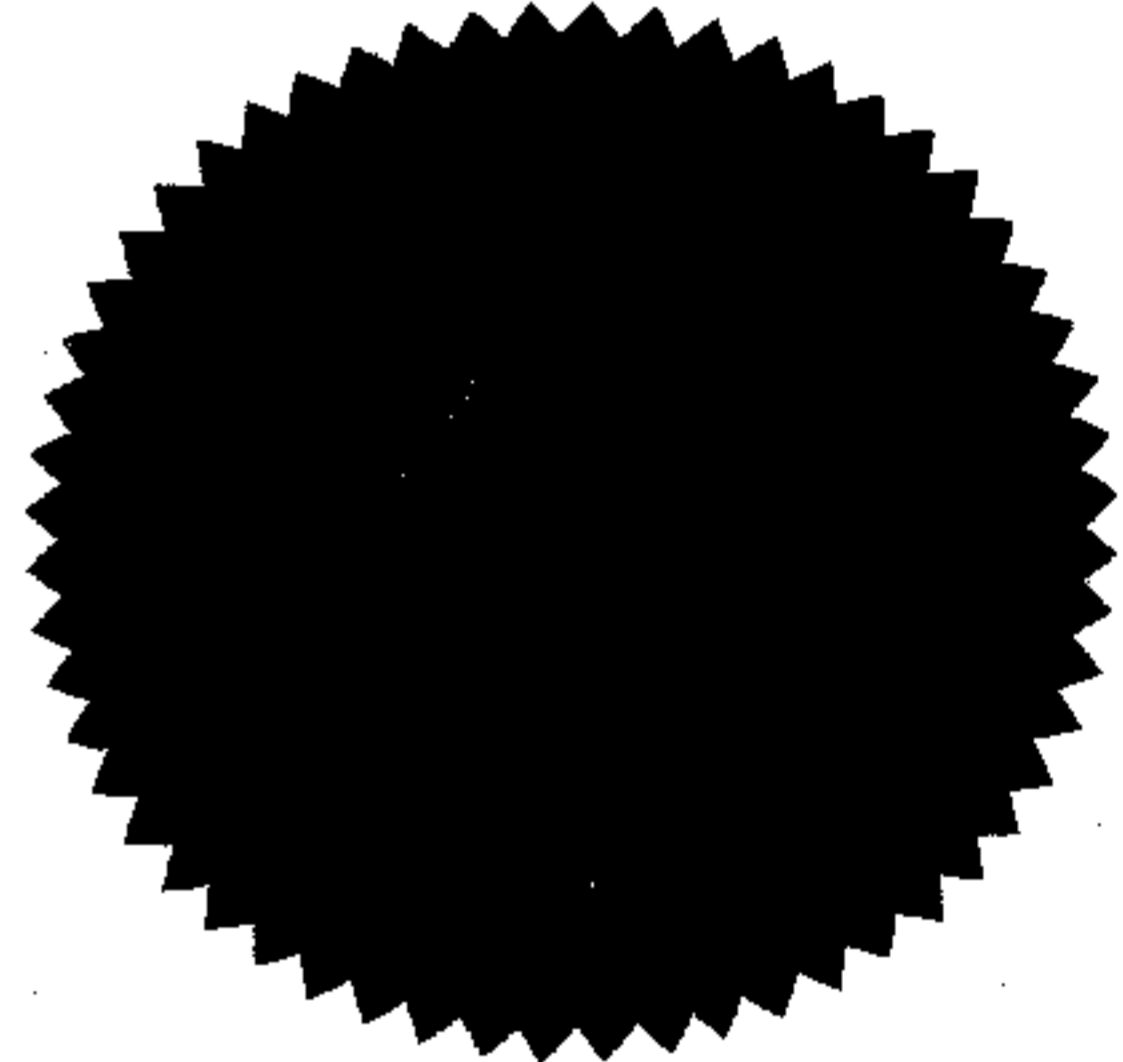
THE COMMON SEAL OF THE )  
MAYOR AND BURGESSES OF THE )  
LONDON BOROUGH OF CAMDEN )  
was hereunto affixed )  
in the presence of:- )

X *[Signature]* )  
..... )  
Authorised Signatory



THE COMMON SEAL OF <sup>HIGH 55</sup> )  
HOLBORN ESTATES LIMITED )  
was hereunto affixed )  
in the presence of:- )

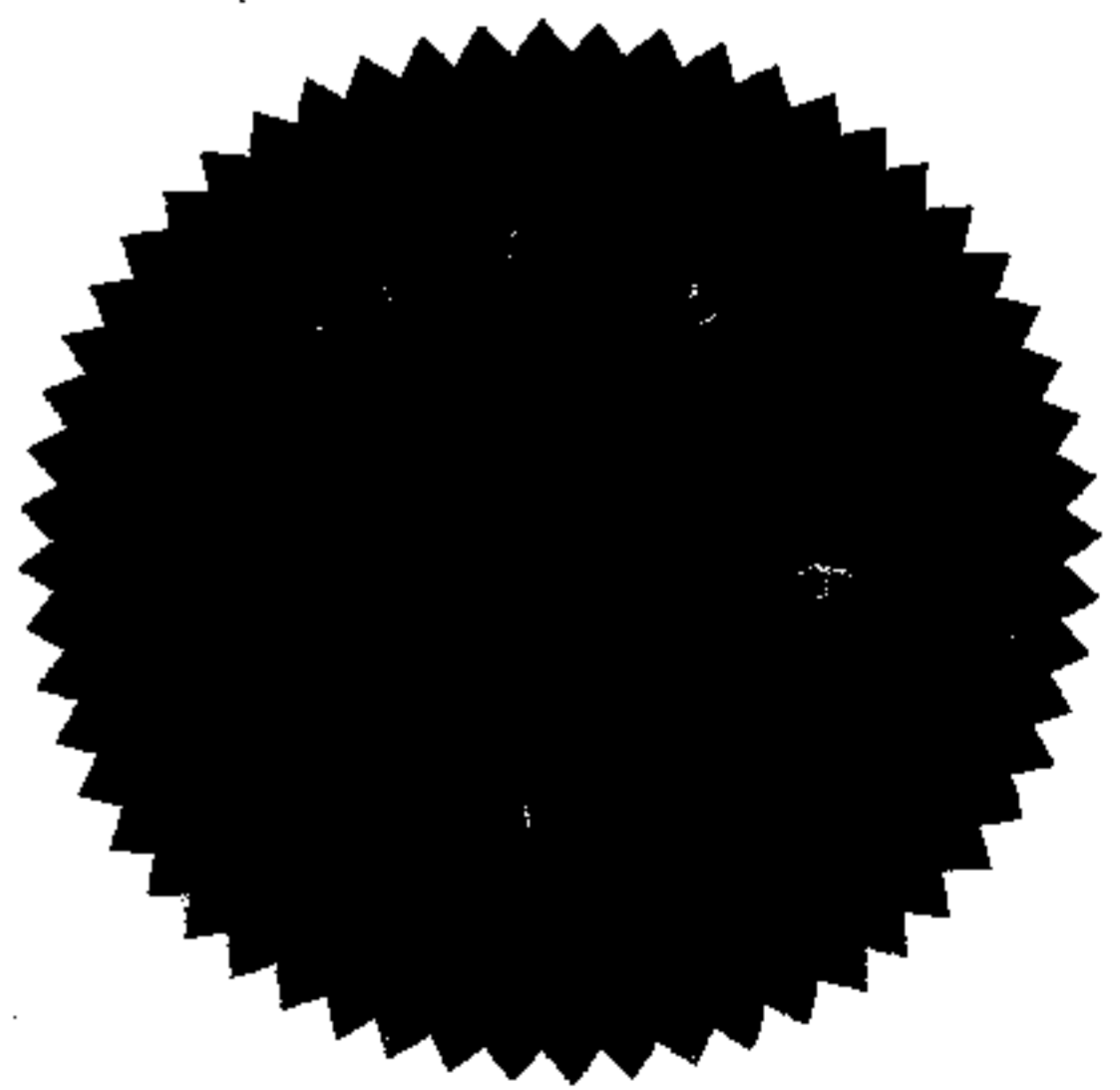
X *[Signature]* )  
..... )  
Director



X *[Signature]* )  
..... )  
Director/Secretary

THE COMMON SEAL OF )  
MID U.K. LIMITED )  
signed as a Deed in the )  
the presence of:- )

X *[Signature]* )  
..... )  
Director



X *[Signature]* )  
..... )  
Director/Secretary

## SCHEDULE ONE

### Part One

#### The Highway Works

1. The Highway Works shall comprise repaving the footpaths around the Property using paving materials approved and agreed in writing by the Council.

### Part Two

#### The Street Lighting Works

1. The Street Lighting Works shall comprise the upgrading of street lighting to Hand Court as approved in writing by the Council for both pedestrian access and amenity and connecting the Street Lighting Works to an electricity supply



## SCHEDULE TWO

### Terms and Conditions for the Execution of the Works

1. **Definition of "the Works"**

The Highway Works or the Street Lighting Works as the context so requires so that this Schedule Two applies to both the Highway Works and the Street Lighting Works.

2. **General**

The Works shall be executed as expeditiously as reasonably possible by the Developer in accordance with the Drawings which are to be agreed by the Council.

2. **Access**

2.1 The Developer unless otherwise directed by the Council shall not cover up or put out of view any works without the approval of the Council and shall afford full opportunity for the Council to examine any work which is about to be covered up or put out of view before permanent work is placed thereof and shall give at least 48 hours notice the notice to be served in accordance with clause 15 of this Agreement to the Council whenever any such work is ready or about to be ready for examination.

2.2 The Council shall without unreasonable delay unless it considers it unnecessary and advises the Developer accordingly attend when required by the Developer upon at least 48 hours notice the notice to be served in accordance with clause 15 of this Agreement for the purpose of examining such works.

3. **Testing of materials**

3.1 The Council shall have power in its reasonable discretion to test or require the testing of materials plant and workmanship used or proposed to be used for the Works and to reject any materials plant or workmanship so tested which it may reasonably and properly find not to be in accordance with the Drawings.

3.2 The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the Drawings with such as are so in accordance

3.3 The Council shall for the purpose of this Paragraph 4 of this Schedule Two be allowed reasonable access and admission to the Works or the places where materials or plant for the Works may be stored

3.4 The Developer shall as soon as is reasonably practicable remove such materials plant and workmanship as are rejected by the Council pursuant to Paragraph 3.1 of this Schedule Two which are not capable of repair or remedy from the site of the Works and if the Developer shall wish to continue to store such rejected irreparable materials plant and workmanship which have not been so rejected or which the Developer shall wish in future to use in execution of the Works.

4. **Opening of the Works**

4.1 During the construction of the Works and prior to the issue of the Certificate of Practical Completion (subject to the provisions of Paragraph 4.2 of this Second Schedule)

4.1.1 the Council may issue instructions to the Developer to open up or expose any of the Works which have been covered up without previously being inspected by the Council

4.1.2 should the Developer fail to comply with any such instructions the Council may so take up or expose the relevant part of the Works causing as little damage or inconvenience as is possible to or in respect of any other part or parts of the Works the reasonable and proper cost of such taking up or expose and reinstatement to be met by the Developer

4.2 If the Works or any part or parts thereof are covered up by the Developer after giving notice in accordance with clause 16 of this Agreement or in accordance with any direction referred to in Paragraph 2.2 of this Schedule Two and the Council shall have failed to inspect in the period therein referred to and the Council shall subsequently require the Works or any part of them to be uncovered for the purposes of inspection:-

4.2.1 if inspection reveals the relevant part or parts of the Works to have been completed in accordance with the Drawings all costs in respect of such uncovering and inspection and of reinstating the part or parts of the Works uncovered shall be borne by the Council and the Council shall be liable for any consequential costs expenses or damages which shall be directly or indirectly attributable to delay or interference occasioned by such uncovering testing and reinstatement

4.2.2 If inspection reveals the relevant part or parts of the Works not to have been completed in accordance with the Drawings all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the Works uncovered shall be borne by the Developer



## 5. Undertakers Apparatus

- 5.1 Prior to the issue of the Certificate of Practical completion the Developer shall on behalf of and at no cost to the Council comply with or (to the extent that the Developer cannot by law or in practice so act on behalf of the Council) provide the Council with necessary assistance to enable the Council to comply with any relevant requirements of Sections 83 and 84 New Roads and Street Works Act 1991 as a result of the construction of the Works
- 5.2 the Council shall without prejudice to its statutory duties from time to time at the request and reasonable and proper cost of the Developer in liaison with the Developer
- 5.2.1 serve necessary notices to Undertakers
- 5.2.2 cooperate with the Undertakers and the Developer concerning the extent and design of works to apparatus
- 5.2.3 pursue arbitration pursuant to Section 84(3) New Roads and Street Works Act 1991
- 5.2.4 ensure that where an Undertaker has obtained any financial benefit as a result of the operation of this Paragraph of this Schedule any credit due in accordance with the provisions of Section 85(5) New Roads and Street Works Act 1991 shall be transferred to the Developer

## 6. Traffic Control and Road Supply

- 6.1 During the period when the Works are being executed the Developer shall institute at its own expense measures approved by the Council to maintain the flow of traffic at all times on highways in the vicinity of the site off the Works
- 6.2 During the period over which the Works are being executed the Developer shall comply with the provisions of the Council's Code of Practice for Safety at Roadworks and the provisions of Chapter Eight of the Traffic Signs Manual 1997 (published by the Department of Transport) and any amendment thereto for lighting and signing the Works

## 7. Remedial Works

- 7.1 If the Works or any part or parts thereof are not carried out or completed to the satisfaction of the Council in accordance with the terms of this Agreement the Council after giving twenty-eight days written notice or (in the event of there being significant danger to users of the highway) such lesser period as may in the circumstances be reasonable of its intention to the Developer may execute or complete the relevant part or parts of the Works in accordance with the

provisions of this Agreement by its own employees or by contractors and recover its reasonable and proper costs as properly and reasonably certified by the Director from the Surety up to the maximum of the Bond Figure and from the Developer

**PROVIDED THAT**

- 7.1.1 If the Developer shall be serving a written notice in accordance with clause 15 of this Agreement upon the Council before the expiry of the said period indicate that the Developer intends to carry out and/or to complete the same in accordance with the terms hereof and if it shall proved so to do as soon as reasonably practicable the Council shall not be so entitled in accordance with the terms of this Paragraph 7 of this Schedule Two to execute or to complete the relevant part or parts of the Works or otherwise unless the Developer shall again have defaulted in accordance with the terms of Paragraph 7.1 of this Schedule Two and
- 7.1.2 the Council shall not be entitled to redesign the Works or to recover the costs of such redesign from the Developer

**8. The Certificate of Practical Completion**

- 8.1. When the Council is notified that the Works or any part or parts thereof have been completed it shall within 5 working days if they have been completed to its satisfaction issue the Certificate of Practical Completion to that effect on behalf of the Council to the Developer
- 8.2. When the Council is notified that all of the Works have been completed it shall within seven working days if they have been completed to its satisfaction issue the Final Certificate of Completion to the Developer

**9. Twelve months maintenance period**

- 9.1 The Developer shall at no cost to the Council for a period of 12 months from the date of the issue of the relevant Certificate of Practical Completion reinstate and make good any damage or defect in the Works so certified which in the reasonable and proper opinion of the Council shall have arisen out of any defect in the design of the Works or the use of defective workmanship or materials not in accordance with the Drawings during the construction of the Works which shall become apparent during the said period of 12 months
- 9.2 save as mentioned in paragraph 9.1 the Developer shall not be responsible for the maintenance of the Works



10. **The Maintenance Certificate**

After the expiration of the Maintenance Period and after any defects or damage referred to in Paragraph 9 of this Schedule Two have been reinstated and made good to the reasonable satisfaction of the Council it shall within seven working days issue the Maintenance Certificate and from the date of that certificate the Works shall in all respects be maintained by and at the cost of the Council

11. **Defects outstanding at the end of the Maintenance Period**

If upon the expiration of the Maintenance Period the Developer fails to reinstate and make good any damage or defect as referred to in Paragraph 9 of this Schedule Two to the reasonable satisfaction of the Council, the Council after giving not less than 20 working days written notice of its intention to the Developer may subject to proviso 7.1.1 of Paragraph 7 of this Schedule Two execute or complete the relevant work and recover its reasonable and proper costs from the Developer

12. **Site Clearance**

On completion of the Works the Developer shall clear away and remove from the Works all constructional plant and temporary works of every kind and leave the site of the Works in a workmanlike condition to the satisfaction of the Council

13. **Inspections**

13.1 The Council shall attend and (where appropriate) re-attend to inspect the Works for the purposes of the Certificate of Practical Completion, the Final Certificate of Practical Completion or the Maintenance Certificate within two working days of being requested so to do by the Developer

13.2 In the event (and on each occasion) that the Council is not able to issue the relevant certificate as a result of the existence of damage or defects such as are identified in paragraph 10 of this Second Schedule the Council shall within seven working days of such inspection issue a schedule of remedial works required before the may issue the relevant certificate

SCHEDULE THREE

FORM OF BOND

THIS DEED OF BOND IS MADE THE                      DAY OF                      1999

BETWEEN

(1) .....of.....  
.....("the Surety")

and

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**, Town Hall, Judd Street, London WC1H 9LP ("the Council")

WHEREAS

- (a) The Council and High Holborn Estates Limited ("the Owner") have entered into an agreement pursuant to Section 106 of the Town and Country Planning Act 1990 ("the Agreement") in relation to the State House, 58-71 High Holborn, 18-23 Hand Court and 47 and 47A Bedford Row, London WC1 ("the Property") of even date which inter alia requires the Owner to carry out the Works defined therein
- (b) The Surety has agreed to enter into a Bond on the following terms and conditions

NOW THEREFORE

- (1) The Surety irrevocably undertakes to pay forthwith to the Council the sums demanded by the Council which are due as a result of the Owner's or its Contractor's failure to perform or observe any term of the Agreement in relation to the Works required to be performed or observed.
- (2) Provided that the Council supplies the Surety with a certificate of the Owner's or its Contractor's failure or event of default signed by the Council's Deputy Chief Executive for the time being and all payments made under this Bond shall not exceed in aggregate the sum of Sixty Thousand Pounds (£60,000).



- (3) The Surety acknowledges that no alteration in the terms of the Agreement between the Council and the Owner in the extent of nature of the Development or the Works to be performed thereunder and no allowance of time by the Council nor any forbearance or forgiveness in or in respect of any matter or thing concerning the Agreement on the part of the Council shall be in any way release the Surety from any liability under this Bond.
- (4) Any demands made by the Council under this Bond shall be sent to the Surety at the address set out above, or such other address as may be notified by the Surety to the Council in accordance with clause 15 of the Agreement quoting planning ref:PS59804967RI.

Such demand shall be deemed to have been made of and received by the Surety;

- (a) If sent by mail, on the day after the date of posting;  
or
  - (b) If sent by facsimile, at the time the Surety's facsimile machine acknowledges receipt.
- (5) This Bond shall operate without prejudice to any other guarantee, undertaking, security or other obligations given or owing to the Council in respect of sums due or liabilities arising pursuant to the terms of the Agreement.
  - (6) Within one month of the service by the Council on the Surety of the Notice as set out in Clause (3) hereof the Surety shall pay the Council the full amount of the sum or sums demanded subject to Cause (1) above.
  - (7) Within one month of the final determination of any claims which the Council may have against the Owner under the Agreement (whichever is the later), the Council shall repay to the Surety such sum (if any) as shall be the measure of any outstanding liability of the Council to the Owner in relation to the Agreement. Such sum shall not in any circumstances exceed the sum paid by the Surety to the Council as set out in (2) above.
  - (8) This Bond shall continue in force for so long as the Agreement shall remain in force and until compliance by the Owner with its obligations relating to the Works as certified in writing by the Planning Supervisor appointed under the Construction (Design and Management) Regulations SI 314/94 pursuant to the Construction Contract and by an officer of the Council's Environment Department in accordance with Clause 15 of this Agreement.

(9) The law of England and Wales shall apply to this Bond.

IN WITNESS WHEREOF this Bond has been executed as a Deed on the date set out above.

SIGNED AS A DEED BY )  
acting by )

.....  
Director

.....  
Secretary

THE COMMON SEAL OF )  
THE MAYOR AND BURGESS OF )  
THE LONDON BOROUGH OF CAMDEN )  
was hereunto affixed in the )  
presence of: )

.....  
Authorised Signatory