

DATED 01 April

2014

(1) ALMACANTAR CENTRE POINT NOMINEE No.1 LIMITED

(2) ALMACANTAR CENTRE POINT NOMINEE No.2 LIMITED

and

(3) HATFIELD PHILIPS AGENCY SERVICES LIMITED

and

(4) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T

relating to land known as

SCHEME A

CENTRE POINT

101-103 NEW OXFORD STREET and

5-24 ST GILES HIGH STREET

LONDON WC1A 1DD

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended)

Section 2 of the Local Government Act 2000 Section 1 of the Localism Act 2011 and

Section 111 of the Local Government Act 1972

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(ETC, AH, POSC, TCRHC, HC, EnvC, EC, PR, PRMP, TP, CF, SMP, CMP, LL, LP, SP,
REP, ECCP)

CLS/COM/LMM/1685.1568

s106 10.12.13 Scheme A

THIS AGREEMENT is made the 01 day of April 2014

B E T W E E N:

- i. **ALMACANTAR CENTRE POINT NOMINEE No.1 LIMITED** Co. Regn. No. 08695695) whose registered office is at 3 Quebec Mews London W1H 7NX (hereafter jointly called with Almacantar Centre Point Nominee No.2 Limited "the Owner") of the first part
- ii. **ALMACANTAR CENTRE POINT NOMINEE No.2 LIMITED** (Co. Regn. No. 08695689) whose registered office is at 3 Quebec Mews London W1H 7NX (hereafter jointly called with Almacantar Centre Point Nominee No.1 Limited "the Owner") of the second part
- iii. **HATFIELD PHILIPS AGENCY SERVICES LIMITED** (UK Regn. No. 06892862) whose registered office is 25 Canada Square, 34th Floor, London, E14 5LB (hereinafter called "the Mortgagee") of the third part; and
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL606392 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 11 April 2013 and the Council resolved to grant permission conditionally under reference number 2013/1957/P subject to conclusion of this legal Agreement.
- 1.4 A Listed Building Consent Application for internal and external alterations to the Property was submitted to the Council and validated on 11 April 2013 and the Council resolved to grant consent conditionally under reference number 2013/1961/L.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.6 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL606392 and dated 8 November 2013 (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 Additional Training and Employment Contribution" the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in accordance with the terms of **clause 4.11.5** and to be applied by the Council in the event of receipt in conjunction with the Kings Cross Construction Centre to promote education and opportunities for jobs and employment to training within the London Borough of Camden
- 2.3 "Affordable Housing" low cost Affordable Housing Units including Social Rented Housing and Affordable Rented Housing provided by a Registered Provider that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.4 "Affordable Housing Units" the eight Affordable Rented Housing Units and five Social Rented Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing in accordance with **clause 4.1**
- 2.5 "Affordable Housing Scheme" the scheme setting out provision of the Affordable Rented Housing Units within the Development submitted by the Owner with the Planning Application and approved by the Council appended at **Plan 4** ensuring the Affordable Rented Housing Units are occupied on the following basis:-

		<ul style="list-style-type: none"> (a) are let by a Registered Provider to households who are eligible for Affordable Housing; (b) comply with the requirements set out for housing of this type in the Homes and Communities Agency document entitled: Affordable Homes Programme 2011-2015 Framework; (c) provides housing where the annual housing costs for each Affordable Rented Unit (including rent and service charge) shall:- <ul style="list-style-type: none"> (i) be substantially below local market rent; (ii) not exceed the Central London Local Housing Allowance rates for homes with the same number of bedrooms; (iii) not exceed rents for market homes available in any part of the London Borough of Camden; and (iv) have regard to such caps on overall benefits that the Government may introduce
2.6	"Affordable Rented Housing Units"	the eight units of Affordable Rented Housing forming part of the Development comprising eight 1-bedroom units the same as shown coloured blue on Plan 4
2.7	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.8	"Business Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
2.9	"Business Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
2.10	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect employers agent or project manager certifying that the Development or relevant part thereof has been completed

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| 2.11 | “the Community Facilities Contribution” | the sum of £1,023,000 (one million and twenty three 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 maintenance improvement and/or extension of existing community facilities in the vicinity of the Property |
| 2.12 | “the Comprehensive Public Realm Access Plan” | the approved Phase One Public Realm Access Plan and the approved Phase Two Public Realm Access Plan |
| 2.13 | “the Comprehensive Public Realm Management Plan” | the approved Phase One Public Realm Management Plan and the approved Phase Two Public Realm Management Plan |
| 2.14 | “Construction Management Plan” | <p>a plan based on and having regard to the draft plan appended at Schedule 2 (including such form thereof as may be revised or amended from time to time with the formal prior written approval of the Council such written approval specifically referencing the Plan and the precise amendment) setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Guide for Contractor's Working in Camden, February 2008 to ensure as far as reasonably practicable that the Construction Phase of the Development can be carried out safely and with the aim of minimising as far as reasonably practicable the impact on and disturbance to the surrounding environment and highway network including (but not limited to):</p> <ol style="list-style-type: none"> I. a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development; II. incorporation of the provisions set out in Schedule 2 annexed hereto III. proposals to ensure the protection and preservation of the listed building as far as reasonably practicable during the Construction Phase; IV. linkage to the Construction Phasing Plan; |

- V. In the event planning permission for any schemes in the vicinity of the Property being implemented measures to ensure so far as reasonably practicable the coordination of demolition and construction works with those other developments under construction in the immediate vicinity of the Property including participation in any construction working group should such be established by the Council with the aim of minimising as far as reasonably practicable the impact upon highway network and the amenity of the owners and or occupiers of the residences and businesses in the locality;
- VI. measures to ensure the Owner joins and works with the Highways and Public Realm Working Group;
- VII. amelioration and monitoring effects on the health and amenity of local residents site construction workers local businesses and adjoining developments undergoing construction;
- VIII. the inclusion of a waste management strategy for handling and disposing of waste arising from the Development including the internal soft stripping of the Property the façade replacement and window replacement;
- IX. ensuring Transport for London has been consulted on the draft plan and has provided its comments and approval of the draft before submission to the Council;
- X. formation of a community liaison group to be established prior to commencement and to have regular meetings with membership including local residents, businesses and ward councillors throughout the Construction Phase
- XI. identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

- 2.15 "the Construction Management Support Contribution" the sum of £50,000 (fifty thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt to the costs associated with monitoring environmental traffic and other impacts of the build out of the Development and compliance with the Construction Management Plan
- 2.16 "the Construction Phase" the whole period between:
- I. the Implementation Date; and
 - II. the date of issue of the Certificate of Practical Completion
- 2.17 "Construction Phasing Plan" a plan to be submitted to the Council for approval (in consultation with Transport for London) by the Owner (including such form thereof as may be revised or amended from time to time with the formal prior written approval of the Council such written approval specifically referencing the Plan and the precise amendment) setting out the phases of construction for the Development throughout the Construction Phase to include (but not be limited to):
- I. the number of phases required for demolition and soft stripping works;
 - II. the demolition and construction works for each phase including strip out works;
 - III. measures to ensure liaison with the Council's Highways Department;
 - IV. provision and location of site compound in each phase;
 - V. security measures for the site compound;
 - VI. safety measures to be put in place for site compound in each location;
 - VII. identifying compliance with the approved Construction Management Plan for each phase of the Development;
 - VIII. identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time;
 - IX. dates of delivery of vacant possession of the Phase One Public Realm Area and the Phase Two Public Realm Area within the control of the Owner to the Council in

accordance with the Phase One Public Realm Works Owner Requirements (and details of what this means in practical terms in terms of site clearances, removal of equipment, revised access arrangements)

2.18 "the Contributions"

the contributions or payments payable by the Owner pursuant to and in accordance with this Agreement or such one of them as may be relevant in the context in which they are being referred to in this Agreement

2.19 "the Development"

- I. Planning Permission
(Scheme A) Change of use of Centre Point Tower from office (Class B1) and restaurant/bar (Sui Generis) to residential (Class C3) to provide 82 self contained flats (16 x one bedroom, 37 x two bedroom, 26 x three bedroom, 2 x 4 bedroom and 1 x 4 bedroom duplex) and ancillary residential floorspace (spa, gym and pool); change of use of Centre Point Link from office (Class B1) and bar (Class A4) to a flexible retail/restaurant/bar use (Class A1/A3/A4); change of use of Centre Point House at first and second floor levels from office (Class B1) to flexible retail/restaurant/bar use (Class A1, A3, A4); alterations and extensions to the existing building at ground floor level to provide flexible retail/restaurant/bar use (Class A1, A3, A4). Alterations to the external elevations of Centre Point Tower, Centre Point Link and Centre Point House including the relocation internally of the existing external ground and mezzanine eastern and western staircases, replacement and refurbishment of the facades, fenestrations and shopfronts, new pedestrian link through Centre Point House and associated basement car parking, terraces, landscaping, highway works (including the relocation of bus stands in Earnshaw Street), servicing and access arrangements and extract ducts. Redevelopment of the Intrepid Fox public house to provide flexible retail/restaurant/bar (Class A1, A3, A4) with 13 affordable housing units (8 x one

bedroom, 3 x three bedroom and 2 x four bedroom) above in an eleven storey building (including basement) and associated basement car parking, terraces, servicing and access arrangements, and extract ducts

- II. Listed Building Consent
- (Scheme A) demolition of Intrepid Fox public house and internal & external alterations including the relocation internally of the existing external ground and mezzanine eastern and western staircases, the replacement and refurbishment of the facades, fenestration and shopfronts, all associated with the change of use of Centre Point Tower from office (Class B1) and restaurant/bar (Sui Generis) to residential (Class C3) to provide 82 self contained flats and ancillary residential floorspace (spa, gym and pool); change of use of Centre Point Link from office (Class B1) and bar (Class A4) to a flexible retail/restaurant/bar use (Class A1/A3/A4); change of use of Centre Point House at first and second floor levels from office (Class B1) to flexible retail/restaurant/bar use (Class A1, A3, A4); alterations and extensions to the existing building at ground floor level to provide flexible retail/restaurant/bar use (Class A1, A3, A4). Alterations to the external elevations of Centre Point Tower, Centre Point Link and Centre Point House including the relocation internally of the existing external ground and mezzanine eastern and western staircases, replacement and refurbishment of the facades, fenestrations and shopfronts, new pedestrian link through Centre Point House and associated basement car parking, terraces, landscaping, highway works (including the relocation of bus stands in Earnshaw Street), servicing and access arrangements and extract ducts. Redevelopment of the Intrepid Fox public house to provide flexible retail/restaurant/bar (Class A1, A3, A4) with 13 affordable housing units above in an eleven storey building (including basement) and associated

basement car parking, terraces, servicing and access arrangements, and extract ducts

- 2:20 "the Education Contribution" the sum of £310,735 (three hundred and ten thousand seven hundred and thirty five pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden
- 2:21 "the Employment Contribution" the sum of £915,993 (nine hundred and fifteen thousand nine hundred and ninety three 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 to mitigate the loss of employment opportunity at the Property including towards costs of apprentice placement training and support and mentoring and to other training and employment support projects in the London Borough of Camden
- 2:22 "the Employment and Training Plan" a plan (including such form thereof as may be revised or amended from time to time with the formal prior written approval of the Council such written approval specifically referencing the Plan and the precise amendment) setting out a package of measures to be adopted by the Owner as far as reasonably practicable in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in **clause 4.8** of this Agreement through (but not be limited to) the following:
- I. Ensuring advertising of all construction vacancies exclusively through Kings Cross Construction Centre for a period of no less than one week before promoting more widely;
 - II. Make provision during the Construction Phase for no less than 36 work placements (with no less than 5 work placements for 14-16 years year olds which shall only be provided off site) for a period of 12 weeks each;
 - III. Ensure delivery of a minimum of two supplier capacity building workshops/"Meet the

- Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;
- IV. Use all Reasonable Endeavours to ensure delivery of a minimum of two end use apprenticeships
- 2.23 "the Energy Efficiency and Renewable Energy and Sustainability Plan" the strategy annexed to **Schedule 3** hereof (a) setting out the measures to be adopted by the Owner in construction and management of the Development with a view to (as far as is reasonably practicable) reducing carbon energy emissions through and (b) incorporating the Sustainability Strategy
- 2.24 "Gillespies Scheme Stage F" draft stage F RIBA final report in the form dated May 2013
- 2.25 "the Highways and Public Realm Contribution" the sum of £3,170,000 (three million one hundred and seventy 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 event of receipt for the carrying out of a scheme of works (of a sufficient quality appropriate to the context and setting of the Development, to be in accordance with the Construction Management Plan and based on and having regard to the draft Gillespies Scheme Stage F) to the Public Highway and public realm improvements and associated measures in the immediate vicinity of the Property (the Highways and Public Realm Works") such works to include the following which inter alia incorporate the Phase One Public Realm Works and the Phase Two Public Realm Works:
- I. provision of various pedestrian and cycle improvements;
 - II. repaving of the carriageway adjacent to and in close proximity to the Property;
 - III. repaving of the footway adjacent to the Property on Earnshaw Street and New Oxford Street;
 - IV. provision of lighting features, hard and soft landscaping, a comprehensive drainage

- system, delineated access routes, seating areas, street furniture, designated areas which may be utilised for outdoor café space;
- V. alterations to traffic signals;
- VI. cost relating to the creation of any Traffic Management Orders as the Council considers reasonably necessary in the vicinity of the Property;
- VII. any other works the Council acting reasonably requires as a direct result of the Development;
- VIII. the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development;

ALWAYS PROVIDED that if after completing the Phase One Public Realm Works and the Phase Two Public Realm Works in accordance with the requirements of this Agreement there is an unspent residue remaining of the Highways and Public Realm Contribution the Council may apply such unspent residue to the provision of Affordable Housing within the London Borough of Camden

2.26 "the Highways and Public Realm Working Group"

the currently convened St Giles Working Group or an alternative working group to be organised and convened by the Owner (and unless otherwise agreed whose administrative expenses shall be funded by the Owner) comprising representatives of the Council, the Owner, adjoining landowners, the City of Westminster, Transport for London, London Underground Limited and Crossrail which will meet regularly (at least monthly unless otherwise agreed) (a) to work together and assist in the creation of the draft Phase One Public Realm Works Logistical Plan and the draft Phase Two Public Realm Works Logistical Plan (together with associated designs, specifications, programmes and other measures securing delivery of such works) and (b) to act as a forum for the Council and the Owner and others to liaise and co-operate to facilitate the carrying out of the Phase One Public Realm Works and the Phase Two Public Realm Works

2.27	"the Implementation Date"	the date of implementation of the Development being the date upon which a material operation as defined in Section 56(4) of the Act shall be first carried out in respect of the Development which is not a Preparatory Operation and references to "Implementation" and "Implement" shall be construed accordingly
2.28	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.29	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.30	"Listed Building Consent Application"	a listed building consent application in respect of the Property submitted to the Council and validated on 11 April 2013 for which a resolution to grant consent has been passed conditionally on 4 July 2013 under reference number 2013/1961/L
2.31	"Listed Building Consent"	a listed building consent granted for the Development substantially in the draft form annexed to Schedule 1 hereto
2.32	"Local Procurement Code"	the code annexed to Schedule 4 hereto
2.33	"Occupation Date"	the date when any part of the Development is occupied (but does not include occupation by personnel engaged in construction marketing fitting out technical testing of apparatus cleaning decoration or security operations) and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.34	"the Operational Objective"	the Owner's need to secure the construction, safe access and successful delivery of the major refurbishment of the Property in accordance with the Planning Permission and in accordance with the timescale shown on the Construction Phasing Plan and the Construction Management Plan (insofar as this is consistent with statutory requirements highway safety and health and safety implications)
2.35	"the Parties"	the Council, the Owner and the Mortgagee

- 2.36 "the Phase One Public Realm Area" the area coloured blue on Plan 3 annexed hereto
- 2.37 "the Phase One Public Realm Access Plan" a plan securing public access and the provisions regulating them to be adopted by the Owner for the management of public access over and through the Phase One Public Realm Area and after the completion of the Phase One Public Realm Works securing public access 24 hours per day seven days per week subject to closure for routine maintenance waste control cleaning and upkeep unless specified otherwise at no cost to the public or the Council securing (but not limited to) the following components:
- (i) the methods of safe public access ensuring the Phase One Public Realm Area is provided as a facility for the benefit of those in the wider community, both residents and workforce;
 - (ii) provision of gating of the Public Access Route 1 to and from Earnshaw Street to St Giles High Street through Centre Point House at ground level with measures to ensure the gate is closed at night including details of design and security;
 - (iii) Details of proposed closure times for essential maintenance or to ensure public safety as necessary these to be limited to a minimum;
- 2.38 "the Phase One Public Realm Management Plan" a plan setting out the provisions to be adopted by the Owner for the management of the Phase One Public Realm Area after the completion of the Phase One Public Realm Works securing public access 24 hours per day seven days per week subject to closure for routine maintenance waste control cleaning and upkeep unless specified otherwise at no cost to the public or the Council securing (but not limited to) the following components:
- (i) a requirement to clean maintain and secure the proper drainage of the Phase One Public Realm Area which is within the Owner's control;
 - (ii) a requirement to maintain the materials/equipment/facilities/drainage routes comprised in the Phase One Public Realm Works to the standard the Council has

constructed the Phase One Public Realm Works

- (iii) a requirement to provide details of the methodology/standards/ timing schedules for complying with requirement (i) and (ii) above.
- (iv) a requirement to ensure the safe and proper management of the Phase One Public Realm Area and its interface with adjoining public highway and other land owned by adjoining owners (this to include without prejudice to the generality) the management measures (including details of operation of security measures and equipment lighting and CCTV) to be incorporated to secure public safety and proper crowd control and ensure mitigation/ minimisation/ management of anti-social behaviour under normal operation, unless otherwise agreed with the Council;
- (v) provision of a outdoor eating management plan including measures to ensure that seating areas will be appropriately identified (and for the avoidance of doubt the outdoor seating areas will not be roped off or barricaded from the remainder of the Phase One Public Realm Area);
- (vi) details of waste removal, how the Phase One Public Realm Area will be serviced and the recycling facilities will be secured and how emergency vehicles / servicing vehicles / waste removal vehicles will access the area, under normal operation unless otherwise agreed with the Council;
- (vii) details of any planting and maintenance schedule to ensure any planting will be kept in good order and properly maintained and replaced where necessary;
- (viii) details of how the Owner will co-ordinate maintenance of the Phase One Public Realm Area with adjoining property owners including London Underground and the Council.

2.39 “the Phase One
Public Realm Works”

the public realm works to be carried within the
Phase One Public Realm Area shown on Plan 3

annexed hereto and in accordance with the Gillespies Scheme Stage F to be carried out by the Council in accordance with Phase One Public Realm Works Logistical Plan and having regard to the Operational Objective within the Phase One Public Realm Area to create a publicly accessible public space

2.40 “the Phase One Public Realm Works Logistical Plan”

a plan to be developed by the Council (i) in consultation and in liaison with the Owner (ii) having regard to the results of any consultation carried out by the Council (iii) in liaison with the Highways and Public Realm Working Group setting out the package of measures to be adopted by the Owner to assist the Council to build out and complete the Phase One Public Realm Works these to include:

- I. an obligation to give effect to the “Phase One Public Realm Works Owner Requirements;
- II. detailed plans and drawings of the Phase One Public Realm Works;
- III. sequencing programme for the carrying out and completion of the Phase One Public Realm Works;
- IV. measures to be adopted by the Owner and/or the Council to minimise the impact of the carrying out of the Phase One Public Realm Works on the local environment and highway network;
- V. details of the Levels Plans, building footprints, grades;
- VI. the provision by the Owner of a project leader as a contact person with the Council to give comments on matters relating to provision of the Phase One Public Realm Works such as design and integration with the surrounding area including highways

2.41 “the Phase One Public Realm Works Council Requirements”

Requirements which the Council will seek to give effect to leading up to and during the carrying out of the Phase One Public Realm Works and having regard to the Operational Objective being:

- I. To work with the Owner to co-ordinate the carrying out of the Phase One Public Realm Works and the carrying out of the

Development;

- II. To co-operate with the Owner and to share with the Owner such information and details as are reasonably required to enable the efficient co-ordination of the carrying out of the Phase One Public Realm Works and the carrying out of the Development;
- III. To use Reasonable Endeavours to carry out and complete the Phase One Public Realm Works expeditiously and efficiently and to complete the same by the Occupation Date

2.42 “the Phase One Public
Realm Works
Owner Requirements”

requirements which the Owner will seek to give effect to leading up to and during the carrying out of the Phase One Public Realm Works and which do not prejudice the Operational Objective being:

- (i) to give the Council the right to access and vacant possession of any land including subsoil (in a cleared state, with equipment/material being removed and free from any access requirements on the part of the Owner PROVIDED THAT reasonable access to the Property is not hindered) within the control of the Owner to the extent that the Council reasonably considers necessary to facilitate the carrying out of the Phase One Public Realm Works this to be in accordance with dates of delivery of vacant possession set out in the Construction Phasing Plan
- (ii) to work in a co-operative manner with the Council to facilitate the carrying out of the Phase One Public Realm Works and to agree expeditiously to all reasonable requests on the part of the Council in relation to matters which the Council reasonably considers necessary to carry out the Phase One Public Realm Works and not to impede or interfere with the carrying out of the Phase One Public Realm Works
- (iii) to share with the Council such information and details as are reasonably required to enable the efficient co-ordination of the carrying out of the Phase One Public Realm Works and the carrying out of the Development;

- (iv) to actively engage and work in a co-operative manner with Statutory Undertakers to assist the Council and to facilitate the carrying out of the Phase Two Public Realm Works
- 2.43 "the Phase Two Public Realm Access Plan"
- a plan securing public access and the provisions regulating them to be adopted by the Owner for the management of public access over and through the Phase Two Public Realm Area and after the completion of the Phase Two Public Realm Works securing public access 24 hours per day seven days per week subject to closure for routine maintenance waste control cleaning and upkeep unless specified otherwise at no cost to the public or the Council securing (but not limited to) the following components:
- (i) the methods of safe public access ensuring the Phase Two Public Realm Area is provided as a facility for the benefit of those in the wider community, both residents and workforce;
 - (ii) provision of gating of the Public Access Route 1 to and from Earnshaw Street to St Giles High Street through Centre Point House at ground level with measures to ensure the gate is closed at night including details of design and security;
 - (iii) details of proposed closure times for essential maintenance or to ensure public safety as necessary these to be limited to a minimum
- 2.44 "the Phase Two Public Realm Area"
- the area coloured green on Plan 3 annexed hereto
- 2.45 "Phase Two Public Realm Management Plan"
- a plan setting out the provisions to be adopted by the Owner for the management of the Phase Two Public Realm Area after the completion of the Phase Two Public Realm Works securing public access 24 hours per day seven days per week subject to closure for routine maintenance waste control cleaning and upkeep unless specified otherwise at no cost to the public or the Council securing (but not limited to) the following components:
- (i) a requirement to clean maintain and secure the proper drainage of the Phase Two Public Realm

Area which is within the Owner's control;

- (ii) a requirement to maintain the materials/equipment/facilities/drainage routes comprised in the Phase Two Public Realm Works to the standard the Council has constructed the Phase Two Public Realm Works
- (iii) a requirement to provide details of the methodology/standards/ timing schedules for complying with requirement (i) and (ii) above.
- (iv) a requirement to ensure the safe and proper management of the Phase Two Public Realm Area and its interface with adjoining public highway and other land owned by adjoining owners (this to include without prejudice to the generality) the management measures (including details of operation of security measures and equipment lighting and CCTV) to be incorporated to secure public safety and proper crowd control and ensure mitigation/ minimisation/ management of anti-social behaviour under normal operation, unless otherwise agreed with the Council;
- (v) provision of a outdoor eating management plan including measures to ensure that seating areas will be appropriately identified (and for the avoidance of doubt the outdoor seating areas will not be roped off or barricaded from the remainder of the Phase Two Public Realm Area);
- (vi) details of waste removal, how the Phase Two Public Realm Area will be serviced and the recycling facilities will be secured and how emergency vehicles / servicing vehicles / waste removal vehicles will access the area, under normal operation unless otherwise agreed with the Council;
- (vii) details of any planting and maintenance schedule to ensure any planting will be kept in good order and properly maintained and replaced where necessary;
- (viii) details of how the Owner will co-ordinate

maintenance of the Phase Two Public Realm Area with adjoining property owners including London Underground and the Council.

2.46 "the Phase Two
Public Realm Works"

the public realm works shown on Plan 3 annexed hereto and in accordance with the Gillespies Scheme Stage F to be carried out by the Council in accordance with Phase Two Public Realm Works Logistical Plan and having regard to the Operational Objective within the Phase Two Public Realm Area to create a publicly accessible public space within the Phase Two Public Realm Area.

2.47 "Phase Two Public
Realm Works
Logistical Plan"

a plan to be developed by the Council (i) in consultation and in liaison with the Owner (ii) having regard to the results of any consultation carried out by the Council (iii) in liaison with the Highways and Public Realm Working Group setting out the package of measures to be adopted by the Owner to assist the Council to build out and complete the Phase Two Public Realm Works these to include:

- I. A requirement to give effect to the Phase Two Public Realm Works Owner Requirements;
- II. Detailed plans and drawings of the Phase Two Public Realm Works;
- III. A sequencing programme for the carrying out and completion of the Phase Two Public Realm Works;
- IV. Measures to be adopted by the Owner and/or the Council to minimise the impact of the carrying out of the Phase Two Public Realm Works on the local environment and highway network;
- V. Details of the Levels Plans, building footprints, grades;

The provision by the Owner of a project leader as a contact person with the Council to give comments on matters relating to provision of the Phase Two Public Realm Works such as design and integration with the surrounding area including highways

2.48 "Phase Two Public Realm Works Council Requirements"

requirements which the Council will seek to give effect to leading up to and during the carrying out of the Phase Two Public Realm Works and which do not prejudice the Operational Objective being:

- I. to co-operate with the Owner to ensure efficient delivery of the Phase Two Public Realm Works;
- II. to co-operate with the Owner and to share with the Owner such information and details as are reasonably required to enable the efficient co-ordination of the carrying out of the Phase Two Public Realm Works and the carrying out of the Development;
- iii. to use Reasonable Endeavours to carry out and complete the Phase Two Public Realm Works expeditiously and efficiently and to complete in accordance with indicative programmes agreed with the Owner and the Highways and Public Realm Group

2.49 "Phase Two Public Realm Works Owner Requirements"

requirements which the Owner will seek to give effect to leading up to and during the carrying out of the Phase Two Public Realm Works and which do not prejudice the Operational Objective being to give the Council

- (a) the right to access and secure vacant possession of any land including subsoil (in a cleared state, with equipment/ material being removed and free from any access requirements on the part of the Owner) within the control of the Owner to the extent that the Council reasonably considers necessary to facilitate the carrying out of the Phase Two Public Realm Works this to be in accordance with dates of delivery of vacant possession set out in the Construction Phasing Plan
- (b) to work in a co-operative manner with the Council to facilitate the carrying out of the Phase Two Public Realm Works and to agree to all reasonable requests on the part of the Council in relation to matters which the Council reasonably considers necessary to carry out the Phase Two Public Realm Works and not to impede or

interfere with the carrying out of the Phase Two Public Realm Works

(c) to share with the Council such information and details as are reasonably required to enable the efficient co-ordination of the carrying out of the Phase Two Public Realm Works and the carrying out of the Development;

(d) to actively engage and work in a co-operative manner with Statutory Undertakers to assist the Council and to facilitate the carrying out of the Phase Two Public Realm Works

2.50	"Plan 1"	the plan marked "Plan 1" annexed hereto showing the Property
2.51	"Plan 2"	the plan marked "Plan 2" annexed hereto showing the Public Access Routes
2.52	"Plan 3"	the plan marked "Plan 3" annexed hereto showing the Phase One Public Realm Area and the Phase Two Public Realm Area
2.53	"Plan 4"	the plan marked "Plan 4" annexed hereto showing the Affordable Rented Housing Units
2.54	"Plan 5"	the plan marked "Plan 5" annexed hereto showing the Social Rented Units
2.55	"Plan 6"	The plan marked "Plan 6" annexed hereto showing the Temporary Highway Works
2.56	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 11 April 2013 for which a resolution to grant permission has been passed conditionally on 4 July 2013 under reference number 2013/1957/P subject to conclusion of this Agreement
2.57	"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 7.2 hereof
2.58	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed in Schedule

1 hereto

- 2.59 "Preparatory Operation" an operation or item of work of or directly connected with or ancillary to any works with:
- (a) the erection of fences and hoardings with a:
 - (i) total length of circa 175 linear metres of temporary hoardings including 2 sets of temporary gates for Centre Point Tower; and
 - (ii) total length of circa 275 linear metres of temporary hoardings including 4 sets of temporary gates for Centre Point House; and
 - (b) the Temporary Highway Works
- 2.60 "the Property" the land known as Centre Point Tower Centre Point Link and Centre Point House the Intrepid Fox public house at 101-103 New Oxford Street and 5-24 St Giles High Street London WC1A 1DD the same as shown shaded grey on Plan 1
- 2.61 "Public Access Route 1" the route with access from Earnshaw Street to St Giles High Street through Centre Point House at ground level shown coloured green on Plan 2 over which the Owner will manage public access in accordance with the provisions of the Phase One Public Realm Access Plan
- 2.62 "Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.63 "Reasonable Endeavours" that it is agreed by the parties to the Agreement that the party under an obligation to use reasonable endeavours in respect of a matter specified herein will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or such sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable to expect; in the case of the Owner, of a competent commercially prudent developer in the context of the Development; in the case of the Council, of a competent local authority

acting reasonably in the context of its statutory functions and having regard to the reasonable requirements of other public authorities including Transport for London and where the Owner or the Council as the case may be cannot fulfil the objective of the obligation in full or in part the Owner or the Council shall provide the other party with an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligations

- 2.64 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator
- 2.65 "Regulator" means the Homes and Communities Agency
- 2.66 "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
- 2.67 "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
- 2.68 "the Service Management Plan" a plan (including such form thereof as may be revised or amended from time to time with the formal prior written approval of the Council (such written approval specifically referencing the plan and the precise amendment) setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing as far as is reasonably practicable the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:
- I. a requirement for delivery vehicles to unload from a specific suitably located area;
 - II. details of the person/s responsible for directing and receiving deliveries to the Property;
 - III. measures to avoid a number of delivery vehicles arriving at the same time;

- IV. likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- V. in general terms the likely nature of goods to be delivered;
- VI. the likely size of the delivery vehicles entering the Property;
- VII. measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements;
- VIII. measures taken to address servicing movements on and around the Property with a view inter alia to combining and/or reducing servicing and minimise the demand for the same;
- IX. provision of swept path drawings to ascertain manoeuvring when entering and exiting the Property;
- X. details of arrangements for refuse storage collection and servicing; and
- XI. identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.69 "Social Rented Housing"

the Social Rented Housing Units to be constructed and fitted out in accordance with **clause 4.1** and as far as reasonably practicable on the following basis such that:

- I. the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Regulator from time to time;
- II. is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation

to Social Rented Housing; and

III. the Social Rented Housing Units are managed by a Registered Provider who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.70	"Social Rented Housing Units"	the five units of Social Rented Housing forming part of the Affordable Housing Units comprising three x 3-bedroom and two x 4-bedroom units the same as shown edged on Plan 5
2.71	"the Sustainability Strategy"	the strategy forming part of the Energy Efficiency Renewable Energy and Sustainability Plan appended at Schedule 3 hereto such strategy inter alia including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation
2.72	"the Temporary Highway Works"	the works shown in indicative form and substantially to the layout shown on Plan 6 attached hereto
2.73	"the Temporary Highway Works Strategy"	the strategy showing the methodology whereby the Owner shall carry out and complete the Temporary Highway Works being works to be carried out in accordance with clauses 4.10.1 to 4.10.3
2.74	"the Tottenham Court Road West End Project Contribution"	the sum of £1,000,000 (one million 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 cost of works securing improved traffic management systems in the vicinity of Tottenham Court Road and New Oxford Street and to apply any unspent residue as an additional contribution to the Highways and Public Realm Contribution and applied by the Council accordingly
2.75	"the Training and Employment Support Contribution"	the sum of £54,000 (fifty four 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 costs incurred by the Council in administering and supporting employment training and mentoring in

connection with this Agreement

2.76 "the Travel Plan
Monitoring Contribution"

the sum of or £5,561 (five thousand five hundred and sixty one thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Owner's Travel Plan (such sum to be used by the Council to monitor the Travel Plan over a five year period from the date of first Occupation of the Development)

2.77 "the Travel Plan
Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing so far as reasonably practicable an on-going process of continuous improvement

2.78 "The Travel Plan"

a plan (including such form thereof as may be revised or amended from time to time with the formal prior written approval of the Council such written approval specifically referencing the Plan and the precise amendment) setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Property and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:

- I. the elements set out in **Schedule 5** hereto;
- II. provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- III. provision of a TRAVL survey;
- IV. a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- V. measures to ensure subsequent reviews on the third and fifth anniversary of the

Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;

VI. Provision for the appointment of Travel Plan Co-ordinator prior to the Occupation Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

VII. Identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.79 "TRAVL" is an acronym for Trip Rate Assessment Valid for London which is a multi-modal trip generation database designed specifically for use in London to estimate the effect of proposed changes in land use on transport patterns and on the amount of road traffic in an area.

3. **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 any obligations contained herein are not a planning obligation within the meaning of the Act they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 2 Local Government Act 2000, section 1 Localism Act 2011 and all other enabling powers and such provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of **clauses 6.1, 6.2, 7.1 -7.12, 7.17, 7.19, 8.1, and 9.1** hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" in accordance with **Clause 4.2** for all relevant purposes.
- 3.9 The Council agrees with the Owner and the Owner agrees with the Council to act reasonably, properly and diligently in discharging all of their respective functions responsibilities and obligations under this Agreement and without prejudice to the generality the parties agree:
- (i) where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation;
 - (ii) the Council shall use Reasonable Endeavours to respond to the Owner within 28 days giving comments in respect of any plans, strategies, schemes, drawings or other documents submitted by the Owner for approval or agreement under the Agreement; and
 - (iii) any notice, consent, approval, authorisation, agreement or other similar affirmation given in respect of a planning obligation under this Agreement shall be consistent with the requirements for planning obligations contained in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 To comply with the Affordable Housing Scheme.

- 4.1.2 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.3 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained for a term of no less than 125 years for no purpose other than:
- (i) in respect of the Social Rented Housing Units for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the targets set by the Regulator; and
 - (ii) in respect of the Affordable Rented Housing Units for the provision of Affordable Rented Housing for occupation by tenants in accordance with the Affordable Rented Housing Scheme as the case may be **UNLESS clause 7.13** is applicable.
- 4.1.4 Not to Occupy or allow Occupation of any part of the Development until such time as:
- (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of **clause 4.1.2** hereof.
- 4.1.5 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.
- 4.1.6 The Registered Provider or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.2 CAR CAPPED

Commercial

- 4.2.1 To ensure that prior to occupying the Development each new occupant 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 Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in **Clause 4.2.1** above will remain permanently.
- 4.2.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the commercial units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those commercial units that in the Owner's opinion are affected by the Owner's obligation in **Clause 4.2.1** of this Agreement.

Residential

- 4.2.4 To ensure that prior to occupying any residential unit forming part of the Development 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.
- 4.2.5 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in **Clause 4.2.4** above will remain permanently.
- 4.2.6 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in **Clause 4.2.4** of this Agreement.

4.3 COMMUNITY FACILITIES CONTRIBUTION

- 4.3.1 On or prior to the Implementation Date to pay to the Council the Community Facilities Contribution in full.

4.3.2 Not to Implement or to permit Implementation until such time as the Council has received the Community Facilities Contributions in full.

4.4 CONSTRUCTION MANAGEMENT

4.4.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Support Contribution; and
- (ii) provide the Council for approval a draft Construction Management Plan based on and having regard to the version appended at **Schedule 2** AND FURTHER PROVIDED the Council covenants with the Owner to use reasonable endeavours to approve the Construction Management Plan within 28 days of it being submitted by the Owner to the Council for approval.

4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (i) received the Construction Management Support Contribution; and
- (ii) approved the Construction Management Plan as demonstrated by written notice to that effect provided that the Council has approved the Construction Management Plan within 28 days of it being submitted by the Owner to the Council for approval.

4.4.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.4.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.5 CONSTRUCTION PHASING PLAN

4.5.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Phasing Plan AND FURTHER PROVIDED the Council covenants with the Owner to use reasonable endeavours to approve the Construction Phasing Plan within 28 days of it being submitted by the Owner to the Council for approval.

4.5.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Phasing Plan as demonstrated by written notice to that effect.

4.5.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Phasing Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Phasing Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.6 EDUCATION CONTRIBUTION

4.6.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full.

4.6.2 Not to Implement or to permit Implementation until such time as the Council has received the Education Contribution in full.

4.7 EMPLOYMENT CONTRIBUTIONS

4.7.1 On or prior to the Implementation Date to pay to the Council:

(i) the Employment Contribution; and

(ii) the Training and Employment Support Contribution in full.

4.7.2 Not to Implement or to permit Implementation until such time as the Council has received (i) the Employment Contribution and (ii) the Training and Employment Support Contribution in full.

4.8 EMPLOYMENT AND TRAINING PLAN

4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.8.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

4.8.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Employment and Training Plan and not to permit the carrying out of any works comprised in demolition or the building out of the Development at any time when the requirements of the Employment and Training Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without: (a) giving notice to the Owner specifying detailed circumstances of such breach; (b) stating the details the Council requires in order to bring about compliance with such obligation; and (c) stating a reasonable period within which the Owner shall be required to take such steps.

4.8.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Employment and Training Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Employment and Training Plan ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof.

4.9 **ENERGY EFFICIENCY AND RENEWABLE ENERGY AND SUSTAINABILITY PLAN**

4.9.1 To ensure prior to the Occupation Date that the Development is carried out in accordance with the Energy Efficiency and Renewable Energy and Sustainability Plan.

4.9.2 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy and Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof.

4.10 **HIGHWAYS AND PUBLIC REALM**

Miscellaneous

4.10.1 On or prior to the Implementation Date to:

- (i) pay to the Council the Highways and Public Realm Contribution in full; and
- (ii) submit to the Council the Level Plans for approval; and

- (iii) submit to the Council the Temporary Highway Works Strategy for approval.

4.10.2 Not to Implement or to allow Implementation until such time as the Council has:

- (i) received the Highways and Public Realm Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect; and
- (iii) approved the Temporary Highway Works Strategy as demonstrated by written notice to that effect.

4.10.3 Not to Implement or to allow Implementation until all works comprised in the approved Temporary Highway Works Strategy have been carried out and completed by the Owner PROVIDED THAT the works identified in the approved Temporary Highway Works Strategy as works to be carried out after the Implementation Date shall be carried out and completed by the Owner in accordance with the timescale identified in the approved Temporary Highway Works Strategy.

Phase One and Phase Two Public Realm Works

4.10.4 To convene the Highways and Public Realm Working Group and (unless otherwise agreed) to arrange for it to meet at least once monthly until such time as the Phase One Public Realm Works and the Phase Two Public Realm Works have been carried out and completed.

4.10.5 To work in co-operation with the Council and the Highways and Public Realm Working Group to enable the Council to develop a draft of the Phase One Public Realm Works Logistical Plan based around and having regard to the comments and views expressed by the Highways and Public Realm Working Group

4.10.6 To provide written comments to the Council within 28 days of receipt on the draft Phase One Public Realm Works Logistical Plan which is to be prepared by the Council in consultation with the Highways and Public Realm Working Group and submitted by the Council to the Owner in accordance with **Clause 5** hereof.

4.10.7 Throughout the period when the Council is undertaking the Phase One Public Realm Works to comply with the Phase One Public Realm Works Logistical Plan as approved and the Phase One Public Realm Works Owner Requirements and to work with the Council to facilitate the carrying out of the Phase One Public Realm Works as set out in the Phase One Public Realm Works Logistical Plan.

4.10.8 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Phase One Public Realm Works Logistical Plan and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

- 4.10.9 Unless otherwise agreed with the Council pursuant to **clause 5** not to Occupy or permit Occupation of the Property until the Council has confirmed in writing to the Owner that the measures incorporated in the Phase One Public Realm Works as set out in the Phase One Public Realm Works Logistical Plan its its final form as approved have been completed by the Council such confirmation to be given by the Council within 28 days of completing the Phase One Public Realm Works.
- 4.10.10 To work in co-operation with the Council and the Highways and Public Realm Working Group to to enable the Council to develop a draft of the Phase Two Public Realm Works Logistical Plan based around and having regard to the comments and views expressed by the Highways and Public Realm Working Group.
- 4.10.11 To provide written comments to the Council within 28 days of receipt of the draft Phase Two Public Realm Works Logistical Plan which is to be prepared by the Council in consultation with the Highways and Public Realm Working Group and submitted by the Council to the Owner in accordance with **Clause 5** hereof.
- 4.10.12 Throughout the period when the Council is undertaking the Phase Two Public Realm Works to comply with the Phase Two Public Realm Works Logistical Plan in its final form as approved and the Phase Two Public Realm Works Owner Requirements and to work with the Council to facilitate the carrying out of the Phase Two Public Realm Works as set out in the Phase Two Public Realm Works Logistical Plan.
- 4.10.13 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Phase Two Public Realm Works Logistical Plan and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

Phase One and Phase Two Public Realm Access Plan

- 4.10.14 Within twelve months following the Implementation Date to submit to the Council for approval the draft Phase One Public Realm Access Plan.
- 4.10.15 Subject to the Council completing the Phase One Public Realm Works, after the Occupation Date the Owner shall comply with the approved Phase One Public Realm Access Plan and 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 Phase One Public Realm Access Plan as approved by the Council from time to time ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof.
- 4.10.16 Within twelve months following the Implementation of the Phase One Public Realm Works by the Council, to submit to the Council for approval the draft Phase Two Public Realm Access Plan.

4.10.17 In the event that the Council has completed the Phase One Public Realm Works and the Phase Two Public Realm Works, the Owner shall comply with the Comprehensive Public Realm Access Plan and shall not further Occupy or permit further Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Comprehensive Public Realm Access Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of Comprehensive Public Realm Access Plan ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof.

Phase One and Phase Two Public Realm Management Plan

4.10.18 Prior to the completion of the Phase One Public Realm Works by the Council, to submit to the Council for approval the draft Phase One Public Realm Management Plan.

4.10.19 Subject to the Council completing the Phase One Public Realm Works, after the Occupation Date the Owner shall comply with the approved Phase One Public Realm Management Plan and 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 Phase One Public Realm Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of Phase One Public Realm Management Plan ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof.

4.10.20 Prior to completion of the Phase Two Public Realm Works by the Council, to submit to the Council for approval the draft Phase Two Public Realm Management Plan.

4.10.21 In the event that the Council has completed the Phase One Public Realm Works and the Phase Two Public Realm Works, the Owner shall comply with the Comprehensive Public Realm Management Plan and shall not further Occupy or permit further Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Comprehensive Public Realm Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of Comprehensive Public Realm Management Plan ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof.

4.11 LOCAL EMPLOYMENT

4.11.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its Reasonable Endeavours to achieve a target of no less than 20% of the work force is comprised of residents of the London Borough of Camden and the London Borough of Islington

4.11.2 In order to facilitate compliance with the requirements of **clause 4.11.1** above the Owner shall use Reasonable Endeavours to work in partnership with (a) the King's Cross Construction Centre; and (b) take the following specific measures to ensure so far as reasonably practicable:

- i) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- ii) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- iii) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (a) what skills and employment are needed through the life of the programme, and (b) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- iv) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.11.3 If the Owner has submitted information to the Council seeking to demonstrate that for reasons beyond its control it is unable to achieve the target of 20% as outlined in **clause 4.11.1** above then the Council will give written notice to the Owner to the effect that the Council accepts that the Owner is unable for reasons beyond its control to achieve the target of 20%.

4.11.4 The Owner shall ensure (a) that at all times during the Construction Phase no less than 21 construction trade apprentices shall be employed at the Development and (b) shall use Reasonable Endeavours to ensure that at all times during the Construction Phase a further 15 construction trade apprentices ("the Additional Apprentices") shall be employed at the Development and shall ensure so far as reasonably practicable that each apprentice shall be:-

- (i) recruited through the Kings Cross Construction Centre;

- (ii) employed for a period of not less than 1 week; and
- (iii) paid at a rate not less than the national minimum wage.

4.11.5 If:

- (i) the Owner has submitted information to the Council seeking to demonstrate that for reasons beyond its control it is unable to provide one or more of the Additional Apprentices ; and
- (ii) the Council has given written notice to the Owner to the effect that the Council accepts that the Owner is unable for reasons beyond its control to provide one or more of the Additional Apprentices

then the Owner:

- (i) shall forthwith pay the Council the full sum of the Additional Training and Employment Contribution in respect of each individual Additional Apprentice placement the Council has agreed does not need to be provided (through giving notice to the Owner under (ii) above) (and for the avoidance of doubt the Additional Training and Employment Contribution is to be paid in addition to the Employment Contribution and not in substitution of the same); and
- (ii) shall not Occupy or permit Occupation until such time as each Additional Training and Employment Contribution required has been paid in full.

4.11.6 During the Construction Phase the Owner shall use Reasonable Endeavours to provide work experience training opportunities on site and off site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to the Kings Cross Construction Centre and it is acknowledged that in respect of work experience placements for under 16 year olds these shall only be provided off site.

4.12 LOCAL PROCUREMENT

- 4.12.1 Prior to Implementation to agree with the Council a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.
- 4.12.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

- 4.12.3 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without: (a) giving notice to the Owner specifying detailed circumstances of such breach; (b) stating the details the Council requires in order to bring about compliance with such obligation; and (c) stating a reasonable period within which the Owner shall be required to take such steps.
- 4.12.4 To use Reasonable Endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.13 THE SERVICE MANAGEMENT PLAN

- 4.13.1 On or prior to Occupation Date to submit to the Council for approval the Service Management Plan.
- 4.13.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
- 4.13.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof.

4.14 TOTTENHAM COURT ROAD WEST END PROJECT CONTRIBUTION

On or prior to the Implementation Date to pay to the Council the Tottenham Court Road West End Project Contribution in full and not to Implement or to allow Implementation until such time as the Council has received the Tottenham Court Road West End Project Contribution in full.

4.15 THE TRAVEL PLAN

- 4.15.1 On or prior to the Implementation Date to:
- (i) submit to the Council the Travel Plan for approval; and
 - (ii) pay to the Council the Travel Plan Monitoring Contribution.

4.15.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (i) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
- (ii) the Council has received the Travel Plan Monitoring Contribution in full.

4.15.3 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.

4.15.4 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan ALWAYS PROVIDED the Council covenants with the Owner not to take any legal proceedings to enforce this clause in the event of a breach without first following the process set out in **clause 10** hereof

5. COUNCIL'S OBLIGATIONS RE PUBLIC REALM

Subject to complying with its statutory duties as highway authority and the Owner's compliance with **clause 4.10** hereof the Council covenants with the Owner as follows:

5.1 To prepare the draft Phase One Public Realm Works Logistical Plan in consultation with the Highways and Public Realm Working Group having regard to the Operational Objective and to use Reasonable Endeavours to:

- (i) co-ordinate manage and mitigate the impact of the Phase One Public Realm Works on the reasonable operational requirements of the Owner arising from the construction and subsequent operation of the Development;
- (ii) ensure the public and the residents of the Property can reasonably access the Property in a reasonably convenient and safe manner; and
- (iii) ensure the Phase One Public Realm Works are of a good quality standard

- 5.2 At least 56 days prior to the commencing the Phase One Public Realm Works to submit to the Owner the draft Phase One Public Realm Works Logistical Plan and having regard to the Operational Objective to take into account any reasonable comments of the Owner received within 28 days of such submission and to use Reasonable Endeavours to incorporate or adopt any reasonable proposals by the Owner which (a) are consistent with Gillespies Scheme Stage F and (b) which in the opinion of the Council do not fundamentally impact on highway and pedestrian safety and traffic management and the Council's deliver the Phase One Public Realm Works in an efficient and cost effective way into the revised version of the Phase One Public Realm Works Logistical Plan.
- 5.3 On or prior to commencing the Phase One Public Realm Works to submit to the Owner the final version of the Phase One Public Realm Works Logistical Plan.
- 5.4 At a point no later than 12 months after the Implementation Date the Council shall work with the Owner or Owner's representatives to carry out a review to consider whether having regard to the Operational Objective it is appropriate for the Council (acting reasonably) to decide to amend:
- (i) the scope of the Phase One Public Realm Works as agreed; and/or
 - (ii) any requirements of the Phase One Public Realm Works Logistical Plan as agreed; and/or
 - (iii) the proposed date for delivery of any aspect of the Phase One Public Realm Works to the extent reasonably necessary to take account of any changed circumstances since the date of formulation of the Phase One Public Realm Works Logistical Plan.
- 5.5 In considering whether to make any such amendments under **clause 5.4** the Council shall meet with the Owner or Owner's representatives and take into account any representations made by the Owner and having regard to the Operational Objective shall use Reasonable Endeavours to incorporate or adopt any reasonable proposals by the Owner which (a) are consistent with Gillespies Scheme Stage F and (b) which in the opinion of the Council do not fundamentally impact on highway and pedestrian safety and traffic management and the Council's ability to deliver the Phase One Public Realm Works in an efficient and cost effective way into the revised version of the Phase One Public Realm Works Logistical Plan.
- 5.6 In the event of any dispute arising between the Owner and the Council pursuant to **clauses 5.4 and 5.5**, the Owner and the Council will attempt to resolve that dispute amicably.
- 5.7 In the event the Council decides to make any such amendments pursuant to **clause 5.4** the Council shall produce a revised version of Phase One Public Realm Works and the Phase One Public Realm Works Logistical Plan and serve these on the Owner within 14 days of the date of production.

- 5.8 At least 28 days prior to completing the Phase One Public Realm Works to notify in writing to the Owner of the intended completion date of the Phase One Public Realm Works.
- 5.9 The Council covenants with the Owner to carry out and complete the Phase One Public Realm Works as set out in the Phase One Public Realm Works Logistical Plan in accordance with the Phase One Public Realm Council Requirements and the Phase One Public Realm Works Logistical Plan and (without prejudice to the generality and having regard to the Operational Objective) the Council shall use all Reasonable Endeavours to comply with requirements as to completion of works within a fixed timescale contained in the Phase One Public Realm Works Logistical Plan with a view to linking in with the Owners own programme for carrying out works and Occupation.
- 5.10 To prepare the draft Phase Two Public Realm Works Logistical Plan in consultation with the Highways and Public Realm Working Group having regard to the Operational Objective.
- 5.11 At least 56 days prior to commencing the Phase Two Public Realm Works to submit to the Owner the draft Phase Two Public Realm Works Logistical Plan and having regard to the Operational Objective to take into account any comments of the Owner received within 28 days of such submission and to use Reasonable Endeavours to incorporate or adopt any reasonable proposals by the Owner which (a) are consistent with Gillespies Scheme Stage F and (b) which in the opinion of the Council do not fundamentally impact on highway and pedestrian safety and traffic management and the Council's ability to deliver the Phase Two Public Realm Works in an efficient and cost effective way into the revised version of the Phase Two Public Realm Works Logistical Plan.
- 5.12 On or prior to commencing the Phase Two Public Realm Works to submit to the Owner the final version of the Phase Two Public Realm Works Logistical Plan.
- 5.13 The Council covenants with the Owner to carry out and complete the Phase Two Public Realm Works as set out in the Phase Two Public Realm Works Logistical Plan in accordance with the Phase Two Public Realm Council Requirements and the Phase Two Public Realm Works Logistical Plan having regard to the Operational Objective.

6 NOTICE TO THE COUNCIL/OTHER MATTERS

- 6.1 Any notice served under this Agreement will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.
- 6.2 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.

- 6.3 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at **clause 6.1** hereof quoting planning reference 2013/1957/P the date upon which the Development is ready for Occupation.
- 6.4 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.
- 6.5 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.
- 6.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2013/1957/P.
- 6.7 Payment of the financial contributions pursuant to **Clause 4** of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN476ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 6.8 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.

- 6.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

- 6.10 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.

7. IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-

- 7.1 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.
- 7.2 Notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Monitoring Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2013/1957/P.
- 7.3 Notice to the Owner shall be addressed to at its address at 3 Quebec Mews London W1H 7NX or to the registered office or the principal place of business of its successor in title or to such other person as may be nominated in writing from time to time by the Owners.
- 7.4 Notice to the Mortgagee shall be addressed to the Mortgagee at 25 Canada Square Canary Wharf London E4 5LB.
- 7.5 In the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Culture and Environment Department and such notice or approval or agreement shall only be valid if it specifically references the clause of this Agreement it relates to and the precise nature of the amendment to which it relates.
- 7.6 This Agreement shall be registered as a Local Land Charge.

- 7.7 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.
- 7.8 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 7.9 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.
- 7.10 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.11 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.
- 7.12 This Agreement will come to an end if:
- (i) the Planning Permission is quashed, revoked or otherwise withdrawn at any time so as to render this Agreement or any part of it redundant; or
 - (ii) the Planning Permission expires before the Implementation Date without having been implemented.
- 7.13 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in **clause 4.1.3** hereof shall not be binding upon a mortgagee or chargee ("the Chargee") of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED that the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- iii) If (a) the Council has failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period and (b) the Council has within the Specified Period located another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units but the Affordable Housing Units have not been transferred to such other Registered Provider within 6 months of the expiry of the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security on relation to the same at any time thereafter the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in **clause 4.1.3** hereof as will any person deriving title therefrom.

7.14 For the purposes of **clause 7.13** of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the property and planning reference 2013/1957/P for the Default Notice to be properly served:

- (a) The Chief Executive;
- (b) The Director of Culture and Environment;
- (c) The Assistant Director Regeneration and Planning;
- (d) The Planning Obligations Monitoring Officer; and
- (e) The Borough Solicitor.

7.15 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of **clause 4.1**.

- 7.16 The relevant Registered Provider shall use all Reasonable Endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).
- 7.17 For the purposes of this clause, "CIL" means a tax, tariff or charge introduced by the Council (or any subsequent proposed legislation to fund the delivery of infrastructure known as the "community infrastructure levy" or known by any other name). If, after the date of this Agreement, CIL is applicable to the Development then, so far as it is lawful to do so, the parties to this Agreement shall use reasonable endeavours to agree variations to this Agreement with the intent that the mitigation measures environmental improvements and other improvements works and planning benefits secured by this Deed must continue to be effectively secured and delivered and so as to ensure that adequate mitigation is provided in relation to the anticipated impacts of the Development or any Plot as appropriate and also with the intent that the Developer shall not be required to contribute (whether by financial contribution or in kind or both) more than once for any item of infrastructure (as defined by the Community Infrastructure Levy Regulations 2010 and/or as amended applied and/or supplemented by any relevant charging schedule adopted including any related document issued by the Council from time to time during the delivery of the Development) through both the terms of this Deed and through CIL.
- 7.18 Payment of the Contributions referred to in this Deed shall be made on the basis that the Contribution shall only be applied by the Council towards the purposes specified in this Agreement PROVIDED THAT if any part of such Contribution has not been expended or committed for such purposes at the end of the expiration of 5 years from receipt of payment of that Contribution (and in the case of Contributions payable in instalments where all the necessary instalments are necessary to address the impacts created by the extent of the Development that has been constructed at that time the date when the whole of that Contribution shall have been paid) the uncommitted or unexpended balance of the Contribution shall be repaid following a request in writing to the Council from the Developer as soon as reasonably practicable.
- 7.19 This Agreement is to be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.
- 7.20 No waiver (whether express or implied) by the Council of any breach or default in the performance or observance of any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant covenants terms or conditions or from acting upon any subsequent breach or default.

8. MORTGAGEE EXEMPTION

- 8.1 The Mortgagee consents to this Agreement being entered into with the intention that, notwithstanding section 104 Law of Property Act 1925, its interest in the Property will be bound by the terms of this Agreement as if it had been executed and registered as a local land charge before the execution of the Security. The Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Property or any part thereof (but not otherwise) then and in such event the Mortgagee will observe and perform and be bound by the terms and conditions hereof and the covenants contained herein.

8. JOINT AND SEVERAL LIABILITY

- 8.1 All Covenants made by the Owner and the Mortgagee in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

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

10. PROCESS TO BE FOLLOWED PRIOR TO LEGAL ACTION IN THE EVENT OF BREACH

Wherever in this Agreement reference is made to the phrase "following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development...." or wording equivalent effect the Council shall take no action at law to enforce such clause until each of the following provisions has been complied with:

- (i) the Council shall give notice to the Owner specifying in detail the clause or clauses of this Agreement in respect of which circumstances are considered to have arisen occasioning a breach or default on the part of the Owner, and the detailed circumstances of such breach or default;
- (ii) the Council shall state in detail what steps the Council considers to be required in order to bring about compliance with such obligation or obligations;
- (iii) a reasonable period shall be stated as the period within which the Owner shall be required to take such steps;
- (iv) the Borough Solicitor or his nominated deputy shall be required to attend a meeting with representatives of the Owner before the expiry of the notice period, in furtherance of the Council's obligation to act in good faith in relation to the obligations contained in this Agreement as provided in **clause 3.9**;
- (v) it is expressly acknowledged by the Council that the Council shall at all times act reasonably having regard to representations made by the Owner and in accordance with its public law duties before taking any steps to enforce any provision of this Agreement to which this clause has application.

PLANS

Plan 1	the Property
Plan 2	the Public Access Route 1
Plan 3	the Phase One Public Realm Area and the Phase Two Public Realm Area
Plan 4	the Affordable Rented Housing Units
Plan 5	the Social Rented Housing Units
Plan 6	the Temporary Highway Works

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
ALMACANTAR CENTRE POINT NOMINEE No.1 LIMITED**

acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

**EXECUTED AS A DEED BY
ALMACANTAR CENTRE POINT NOMINEE No.2 LIMITED**

acting by a Director and its Secretary
or by two Directors

.....
Director

.....
Director/Secretary

**EXECUTED AS A DEED BY
HATFIELD PHILIPS AGENCY SERVICES LIMITED**

acting by a Director and its Witness

.....
Director

.....
Witness

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



SCHEDULES

Schedule 1	Draft Planning Permission and draft Listed Building Consent
Schedule 2	Construction Management Plan
Schedule 3	Energy Efficiency and Renewable Energy and Sustainability Plan
Schedule 4	Local Procurement Code
Schedule 5	Travel Plan

NOTES
DO NOT SCALE FROM THIS DRAWING.
CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE.
ANY DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.
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Almacantar Property Title Boundary

NOTE - HATCHED AREA INDICATES EXTENDED TITLE AT BASEMENT LEVELS

NOTE - HATCHED AREAS INDICATES RIGHT TO OVERHANG PUBLIC OWNED PAVEMENT

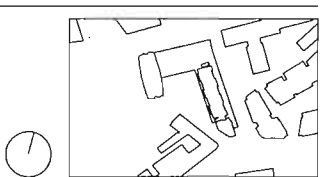
NOTE - HATCHED AREA INDICATES RIGHT TO OVERHANG PUBLIC OWNED PAVEMENT

Mr M
Mr M
Mr M
Mr M
Mr M

A. Karilan

Tenoule

REVISIONS
REV DATE DESCRIPTION
P5 10/01/14 ISSUED FOR INFORMATION



STATUS
PRELIMINARY

RICK MATHER ARCHITECTS ©

123 Camden High Street London NW1 7JR
T: 020 7284 1727 F: 020 7287 7828
info@rickmather.com www.rickmather.com

Centre Point
101-103 New Oxford Street
London, WC1A 1DD

SECTION 106
PLAN 1
Property Title Boundary

DRAWN	JOB #	DWG #	REV
JK	552	17200-CPA	P5
CHECKED	SCALE	DATE	REV DATE
TH	1:250 1:500	A1 A3	Nov 13 10/01/14

NOTES
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Public Access Route 1

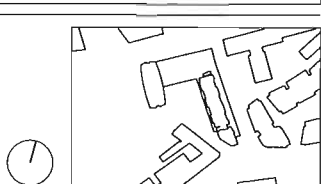
Building Overhead

Mr. Mr.
Rohr & Rohr
StBE

A. Karila

Tenowles

REVISIONS
P6 17/02/14 ISSUED FOR INFORMATION
REV DATE DESCRIPTION



STATUS
PRELIMINARY

RICK MATHER ARCHITECTS ©

123 Camden High Street London NW1 7JR
T: 020 7284 1727 F: 020 7287 7828
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JOB
Centre Point
101-103 New Oxford Street
London, WC1A 1DD

TITLE
SECTION 106
PLAN 2
Public Access Route

JK	JOB # 552	DRG # 17201-CPA		REV P6
TH	SCALE (A1) 1:250	SIZE A1	DATE Nov 13	REV DATE 17.02.14
	1:500	A3		

NOTES:
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ANY DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.
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Phase 1 Public Realm Area

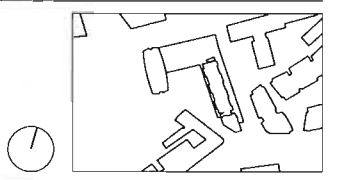
Phase 2 Public Realm Area

Almacantar Title Boundary

Handwritten signature
A. Kapila

TENOR

REV	DATE	DESCRIPTION
P5	17/02/14	ISSUED FOR INFORMATION



PRELIMINARY

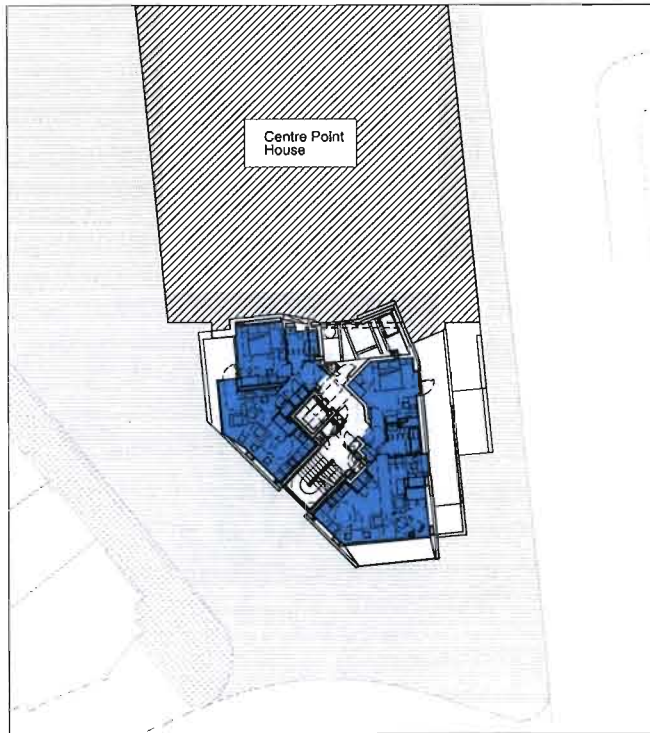
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Centre Point
101-103 New Oxford Street
London, WC1A 1DD

Section 106
Plan 3
Phase 1 Public Realm Area & Phase 2 Public Realm Area

DRAWN	CHK	552	17218-CPA	P5
TP	SCALE	1:250	A1	DEC 13
CHECKED	DATE	17/02/14		

NOTES
DO NOT SCALE FROM THIS DRAWING.
CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE.
ANY DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.
THE SURVEY INFORMATION CONTAINED IN THIS DRAWING WAS PROVIDED BY PLOWMAN CRAVEN SURVEY DRAWINGS DEC 2011 - OCT 2012.
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2x 1B Unit - CPW.02.07P & CPW.02.08P - Level 02
17219 L02



1B Unit - CPW.03.02P - Level 03
17219 L03



1B Unit - CPW.04.03P - Level 04
17219 L04



1B Unit - CPW.05.02P - Level 05
17219 L05



1B Unit - CPW.06.03P - Level 06
17219 L06



1B Unit - CPW.07.02P - Level 07
17219 L07



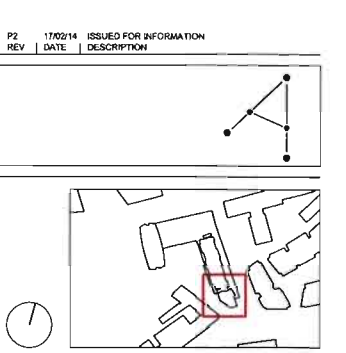
1B Unit - CPW.08.03P - Level 08
17219 L08

Affordable Rented Housing Units

Handwritten notes:
M
M
S
S
M

Handwritten note:
A. Kaplan

Handwritten note:
Tenants



PRELIMINARY

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SECTION 106
PLAN 4
Affordable Rented Housing Units

DRAWN	CHK	552	DRG	17219-CPA	REV	P2
CHECKED	TH	SCALE	1:250 1:500	SIZE	A1 A3	DATE Nov 13 REV DATE 17.02.14

NOTES
DO NOT SCALE FROM THIS DRAWING.
CONTRACTOR TO CHECK ALL DIMENSIONS ON SITE.
ANY DISCREPANCIES TO BE REPORTED TO THE ARCHITECT IMMEDIATELY.
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4B Unit - CPW.01.06P - Level 01
17220 L01



4B Unit - CPW.1M.04P - Level 01M
17220 L01M



3B Maisonette A (Lower Level) - CPW.03.04P - Level 03
17220 L03



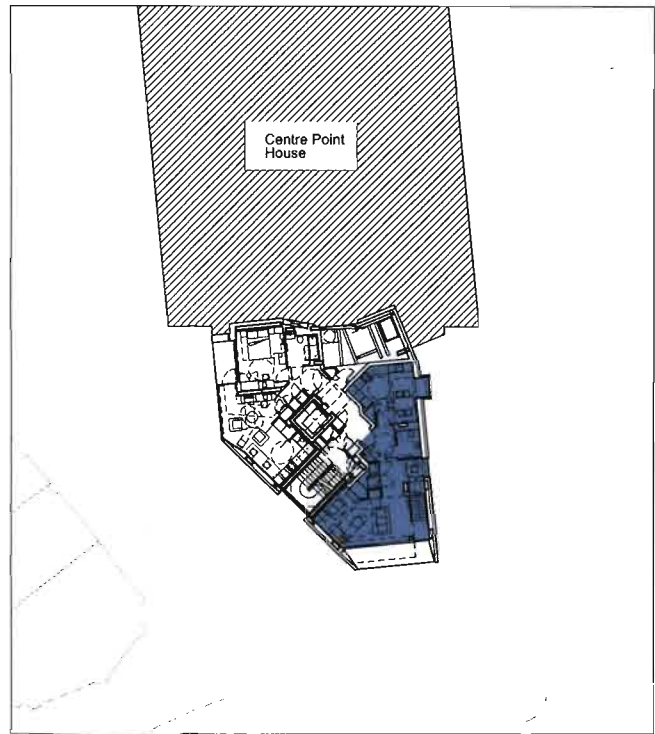
3B Maisonette A (Upper Level) - CPW.03.04P - Level 04
17220 L04



3B Maisonette B (Lower Level) - CPW.05.04P - Level 05
17220 L05



3B Maisonette B (Upper Level) - CPW.05.04P - Level 06
17220 L06



3B Maisonette C (Lower Level) - CPW.07.04P - Level 07
17220 L07



3B Maisonette C (Upper Level) - CPW.07.04P - Level 08
17220 L08

Social Rented Housing Units

Handwritten signatures:
Mury
Mury
Stash
r/sh
Kub

Handwritten signature:
A. Kapila

REVISIONS

REV	DATE	DESCRIPTION
P2	17/02/14	ISSUED FOR INFORMATION

KEY PLAN

PRELIMINARY

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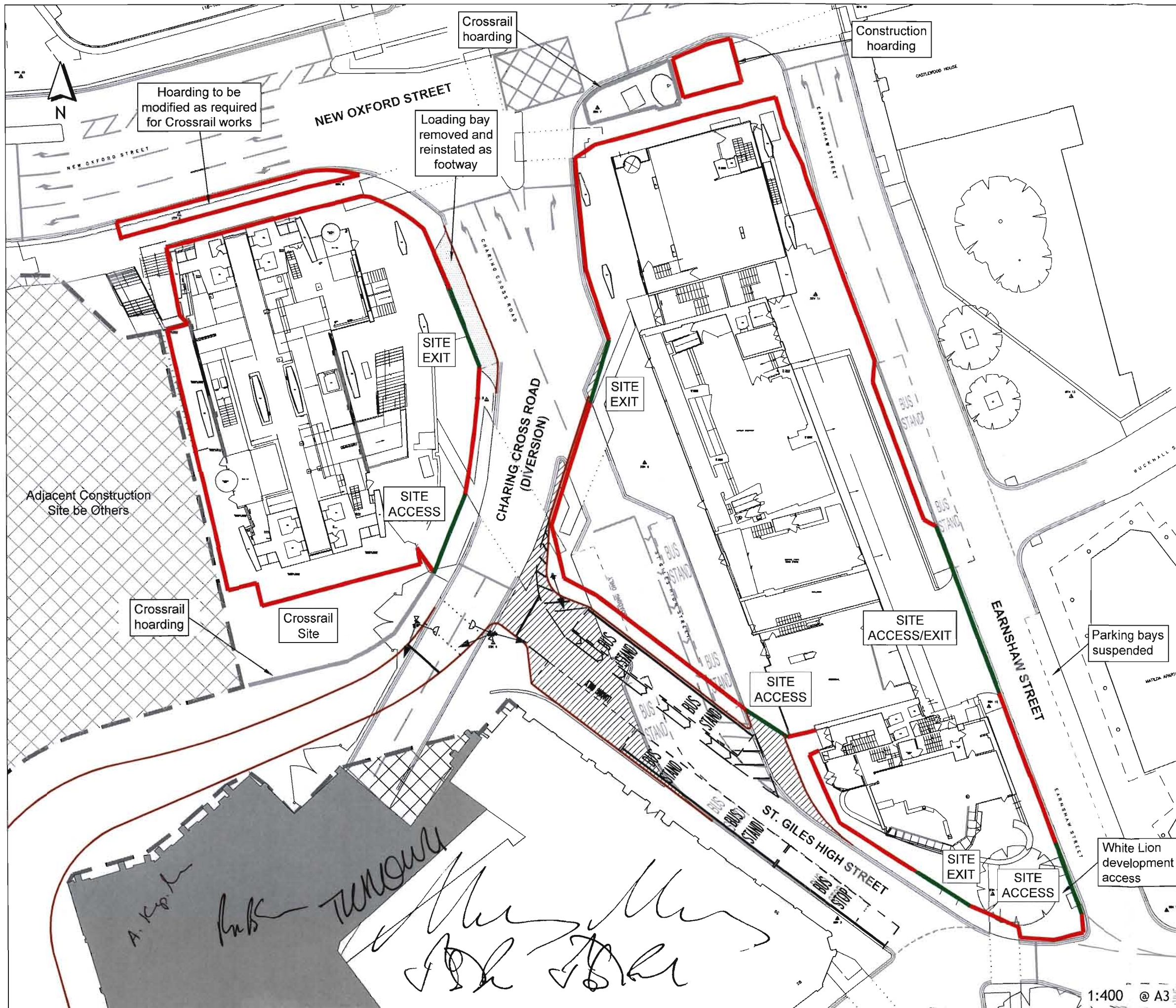
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SECTION 106
PLAN 5
Social Rented Housing Units

DRAWN	JOB #	DWG #	REV
JK	552	17220-CPW	P2

CHECKED	SCALE	DATE	REV DATE
TH	1:250 1:500	A1 A3	Nov 13 17.02.14



KEY:

- Proposed kerb line
- Hoarding line
- Gates in hoarding
- Area of footway within realignment to be constructed as carriageway (to HA loading requirement)
- Area of carriageway to be constructed as footway

Proposed line marking shown in **black**
Existing features shown in **grey**

Site Access/Exit to be constructed prior to commencement

Notes:

1. This drawing is based upon topographical survey data received RMA, undertaken by Plowman Craven Sept 2011.
2. Do not scale from this drawing. If in doubt refer to the Project Manager for clarification.
3. The dimensions shown are indicative of proposed layout. Refer to setting out drawings for detailed setting out.
4. Existing features are shown in grey and proposed features in bold, unless otherwise stated.
5. Indicative kerb line shown in brown is based on the proposed highway scheme design by others

B	14/02/14	DRAWING TITLE CHANGE	JJC	RZG	DB
A	13/02/14	REVISED HOARDING, KERB AND SIGNAL LAYOUT	JJC	MSB	DB
-	05/09/13	ORIGINAL ISSUE	JJC	MSB	DB
Rev.	Date	Comments	Dwn	Ckd	App

steer davis gleave
28-32 Upper Ground London SE1 9PD
Tel: 020 7910 5000 Fax: 020 7910 5001

Client : Almacantar

Title
Centre Point
Plan 6 - Temporary Highway Works

Drawing No.	Sheet No.	Rev.
22409501-ER-002	1 of 1	B

1:400 @ A3

SCHEDULES

Schedule 1	Draft Planning Permission and draft Listed Building Consent
Schedule 2	Construction Management Plan
Schedule 3	Energy Efficiency and Renewable Energy and Sustainability Plan
Schedule 4	Local Procurement Code
Schedule 5	Travel Plan