

DATED 20th SEPTEMBER 2013

UNILATERAL UNDERTAKING GIVEN BY

RISETALL LIMITED

and

WARMHAZE LIMITED

and

IRISH BANK RESOLUTION CORPORATION LIMITED
(In Special Liquidation)

to

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN

relating to land known as
10A Belmont Street,
London, NW1 8HH
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Hallmark Estates Limited
46 Great Marlborough Street
London W1F 7JW

Tel: 020 7494 9000
Fax: 020 7494 4944

Ref: GL

THIS UNILATERAL UNDERTAKING is given the 20th day of September 2013

BY:

1. **RISETALL LIMITED** (incorporated in the Turks and Caicos Islands) care of Hallmark Estates Agents Limited, 46 Great Marlborough Street London W1F 7JW (hereinafter called "the First Owner") of the first part
2. **WARMHAZE LIMITED** (Co. Regn. No. 03872313) of 46 Great Marlborough Street London W1 (hereinafter called 'the Second Owner') of the second part
3. **IRISH BANK RESOLUTION CORPORATION LIMITED** (in Special Liquidation) (Co.Regn.No. FC016044) (formerly **ANGLO IRISH BANK CORPORATION PLC**) (incorporated in the Republic of Ireland) whose registered office is at 18/21 St Stephens Green Dublin 2 and whose address for service in the UK is at 10 Old Jewry, London EC2R 8DN (hereinafter called "Mortgagee") of the third part

TO:

4. **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

WHEREAS

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of 10A Belmont Street and The Boiler House 10A Belmont Street under Title Numbers NGL375994 and NGL714200 subject to a charge to the Mortgagee.
- 1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with Title Absolute of the land comprised in title Number NGL404446 subject to a charge to the Mortgagee.

- 1.3 The First Owner and the Second Owner are together the freehold owners of and are interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to as the Owner.
- 1.4 A planning application for the Development of the Property was submitted to the Council and validated on 2 January 2013 under reference number 2012/6866/P.
- 1.5 The Council refused the Planning Application on 12 March 2013.
- 1.6 An appeal under Section 78 of the Act in respect of the refusal of the Planning Application was submitted by the Owner to the Planning Inspectorate and was given reference number APP/X5210/A/13/2194704.
- 1.6.1 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and it is 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 Undertaking should Planning Permission be granted for the Development
- 1.7 The Council is the local highway authority under the Highways Act 1980 for the area in which the Property is situated
- 1.8 The First Owner and the Second Owner are willing to enter into this Undertaking pursuant to the provisions of S106 of the Act
- 1.9 The Mortgagee as mortgagee under a legal charge contained in a debenture registered under Title Numbers NGL375994 and NGL714200 and dated 17 February 2004 and under a legal charge contained in a debenture dated 20 December 1999 registered under Title Number NGL404446 is willing to enter into this Undertaking to give its consent to the same.

2. DEFINITIONS

In this Undertaking 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 | "Affordable Housing" | low cost housing 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 |
| 2.3 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.4 | "the Certificate of Practical Completion" | the certificate issued by the First and Second Owners' project manager certifying that the Development has been completed |
| 2.5 | "Construction Management Plan" | <p>a plan setting out the measures that the First and Second Owners will adopt in undertaking any demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <p style="margin-left: 40px;">(i) a statement to be submitted to Council giving details of the environmental</p> |

protection highways safety and community liaison measures proposed to be adopted by the First and Second Owners 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 the First Schedule annexed hereto
- (iii) incorporation of the provisions set out in the Second Schedule annexed hereto
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) 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

2.6 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes the
demolition of the existing buildings

2.7 "the Council's Considerate Contractor Manual"

the document produced by the Council from
time to time entitled "Guide for Contractors
Working in Camden" relating to the good
practice for developers engaged in building
activities in the London Borough of Camden

2.8 "the Development"

Erection of an additional 7th floor to provide 3
residential units (Class C3), including external
terrace area with green roof and associated
alterations as shown on drawing numbers
12115-A(S0)001; -100; -110; -140; -150; -160; -
170; -300A; -301A; -302A; -303A; -401; -400; -
402; -403; 121115-A(GA)P100-P110; P120; -
P150; -P160; -P170; -P180A; -P300; -P301; -
P302; -P303; -P400; -P401; -P402; -P403; -
P700; Lifetime homes Report prepared by
Contemporary Design Solutions, December
2012; Design and Access Statement prepared
by Contemporary Design Solutions, December
2012; Traffic Management Plan prepared by
URS, December 2012; Daylight and Sunlight
Study prepared by Right of Light Consulting,
19th December 2012; Energy and Sustainability
Assessment prepared by Richard Hodgkinson
Consultancy, December 2012.

2.9 "the Education Contribution"

the sum of £64,482 (sixty four thousand four hundred and eighty two pounds) to be paid by the First and Second Owners to the Council in accordance with the terms of this Undertaking 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

2.10 "the Highways Contribution"

the sum of £33,339.79 (thirty three thousand three hundred and thirty nine pounds) to be paid by the First and Second Owners to the Council in accordance with the terms of this Undertaking and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include repaving the footway adjacent to the site on Ferdinand Street and Belmont Street ("the Highways Works") all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.11 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- 2.12 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council the First Owner the Second Owner and the Mortgagee
- 2.14 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 2 January 2013 under reference number 2012/6866/P
- 2.15 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.16 "the Planning Permission" any planning permission granted for the Development by the Secretary of State or the Planning Inspectorate under reference APP/X5210/A/13/2194704 pursuant to the appeal against the refusal of the Planning Application
- 2.17 "the Property" the land and premises known as 10a Belmont Street, London NW1 8HH as the same is shown shaded grey and edged red on the plan annexed hereto

2.18 "the Public Open
Space Contribution"

the sum of £7,926 (seven thousand nine hundred and twenty six pounds) to be paid by the First and Second Owners to the Council in accordance with the terms of this Undertaking and to be applied by the Council in the event of receipt for 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 within the vicinity of the Development

2.19 "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

2.20 "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

2.21 "the Service
Management Plan"

a plan to be adopted by the First and Second Owners and approved by the Council from time to time for the management of the deliveries and servicing to the Development securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include (if relevant) the following:-

- (a) a requirement for delivery vehicles to unload from a specific suitably located area;

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

(k) details of arrangements for refuse storage and servicing; and

(l) 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

2.22 "the Sustainability Plan"

a plan 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 which shall:-

(a) achieve at least Level 3 and aim to achieve level 4 of the Code for Sustainable Homes attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body in respect of the Property;

(b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and

(c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of

the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Unilateral Undertaking:
 - 3.1.1 is given by the First Owner and the Second Owner to the Council
 - 3.1.2 is given by the Mortgagee subject to clause 7.1
 - 3.1.3 is given pursuant to Section 106 of the Act
 - 3.1.4 is a planning obligation for the purposes of Section 106
 - 3.1.5 is given with intent to bind the First Owner's and the second Owner's respective freehold interests in the Property and the interest of the Mortgagee therein
 - 3.1.6 is intended to be enforceable by the Council as a local planning authority and highway authority against the First Owner and the Second Owner
 - 3.1.7 Is executed by the First Owner the Second Owner and the Mortgagee as a Deed
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

3.5 The Parties save where the context states otherwise shall include their successors in title.

3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.2 for all relevant purposes

4. **OBLIGATIONS of the FIRST OWNER and the SECOND OWNER**

The First Owner and the Second Owner hereby jointly and severally undertake with the Council as follows:

4.1 **AFFORDABLE HOUSING**

4.1.1 If at any time after the date of this Undertaking:-

- (a) Any planning permission is granted for the further development of the Property which gives consent to the development of additional residential units or additional floorspace for residential purposes;
- (b) any additional floorspace is created on the Property for residential purposes; and/or
- (c) any additional residential units are created within the Development

such that the aggregate total of the residential units and floor space created as a result of the Planning Permission and the additional residential floorspace and units created above exceeds the Council's policies on contributions to the supply of Affordable Housing the Owner shall enter into an agreement with the Council ("the Subsequent Agreement") to secure the following:-

- (i) A contribution by the First and Second Owners towards the provision of Affordable Housing in the London Borough of Camden (either as on-site contribution, off-site contribution or financial contribution) such contribution to be based on the aggregate total of the residential units and floor space created as a result of the Planning Permission and the additional residential floorspace and units created under clause 4.1.1.

4.1.2 Not to Implement or allow Implementation of any of the additional residential floorspace or units created under Clause 4.1.1 of this Agreement until such time as

the First and Second Owners have entered into the Subsequent Agreement as referred to in clause 4.1.1.

4.2 CAR CAPPED

- 4.2.1 The First Owner and the Second Owner hereby jointly and severally Undertake with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by them 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.
- 4.2.2 The First and Second Owners for themselves and their successors in title to the Property hereby acknowledge that the provision in Clause 4.2.1 above will remain permanently.
- 4.2.3 On or prior to the Occupation Date the First and Second Owners 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 their opinion are affected by the their obligation in Clause 4.2.1 of this Undertaking
- #### **4.3 CONSTRUCTION MANAGEMENT PLAN**
- 4.3.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.3.3 The First and Second Owners acknowledge and agree that the Council will not approve the Construction Management Plan unless they demonstrate 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.

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

4.4 EDUCATION CONTRIBUTION

- 4.4.1 On or prior to the Implementation Date to pay to the Council the Education Contribution in full PROVIDED THAT the First and Second Owners shall not then be required by the Council to pay the Education Contribution of £15,174.00 pursuant to the Agreement dated 30 November 2011 entered into by the parties under S106 of the Act.
- 4.4.2 The First Owner and the Second Owner hereby jointly and severally undertake with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.5 HIGHWAYS CONTRIBUTION

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full PROVIDED THAT the First and Second Owners shall not then be required by the Council to pay the Highways Contribution of £33,339.79 pursuant to the Agreement dated 30 November 2011 entered into by the parties under S106 of the Act.
- 4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

- 4.5.3 If, on completion of the Highway Works the Council provide to the First Owner and the Second Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works and if the Certified Sum exceeds the Highway Contribution then the First Owner and the Second Owner undertake that within fourteen days of their receipt of the said certificate pay to the Council the amount of the excess.

4.6 PUBLIC OPEN SPACE CONTRIBTUTION

- 4.2.2 On or prior to the Implementation Date to pay to the Council the Public Open Space Contribution in full PROVIDED THAT the First and Second Owners shall not then be required by the Council to pay the Public Open Space Contribution of £9,984 pursuant to the Agreement dated 30 November 2011 entered into by the parties under S106 of the Act.

- 4.6.2 Not to Implement or permit Implementation until such time as the Council has received the Public Open Space Contribution in full.

4.7 SERVICE MANAGEMENT PLAN

- 4.7.1 Prior to the Implementation Date to submit to the Council the Service Management Plan for approval.
- 4.7.2 Not to Implement or permit Implementation 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.
- 4.7.3 After the Occupation Date the neither of the Owners shall Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.8 SUSTAINABILITY

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

- 4.8.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 Following the Occupation Date the First Owner and the Second 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 Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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

- 5.1 The First Owner and the Second Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the First Owner and the Second Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2012/6866/P the date upon which the Development is ready for Occupation.
- 5.3 The First Owner and the Second Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The First Owner and the Second Owner Undertake with the Council that they 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 Undertaking and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by either of them of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 5.5 Submission of any plan for approval by the Council under the terms of this Undertaking shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Undertaking and citing the specific clause of this Undertaking to which such plan relates quoting planning reference 2012/6866/P.
- 5.6 Payment of the contributions pursuant to Clause 4 of this Undertaking shall be made to the Council by 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 Undertaking and citing the specific clause of this Undertaking to which such Contribution relates quoting the Income Code 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.
- 5.7 All consideration given in accordance with the terms of this Undertaking 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 Undertaking upon presentation of an appropriate value added tax invoice addressed to the paying party.
- 5.8 Any sums referred to in this Undertaking as payable or to be applied by any party other than the Council under this Undertaking shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Undertaking 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

AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP figure at the date hereof ("X") is the numerator so that

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

- 5.9 All costs and expenses payable to the Council under this Undertaking shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Undertaking and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Undertaking and shall cite the clause of the Undertaking to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 2012/6866/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 The First Owner and the Second Owner recognise that this Undertaking shall be registered as a Local Land Charge.
- 6.3 The First Owner and the Second Owner hereby Undertake that they will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Undertaking in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Undertaking 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.
- 6.6 Neither the First Owner the second Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Undertaking in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Undertaking (other than those contained in this sub-clause) shall not have any effect until this Undertaking has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the First or Second Owner) this Undertaking shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Undertaking and agrees to be bound by it only in the event that it becomes a mortgagee in possession of the Property and agrees to the Undertaking being registered at the Land Registry as provided in Clause 6.3 hereof.

8. **JOINT AND SEVERAL LIABILITY**

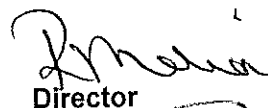
- 8.1 All Covenants made by the First Owner and the Second Owner in this Agreement are made jointly and severally and shall be enforceable as such.

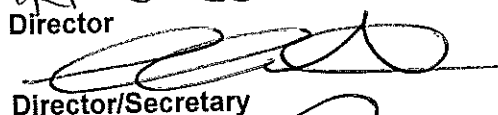
9. **RIGHTS OF THIRD PARTIES**

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

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

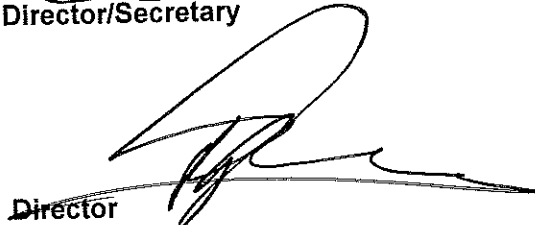
EXECUTED AS A DEED BY
RISETALL LIMITED
acting by a Director and its Secretary
or by two Directors

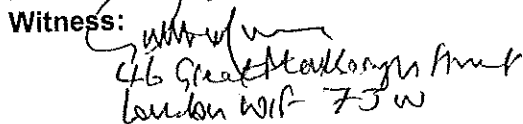

Director


Director/Secretary

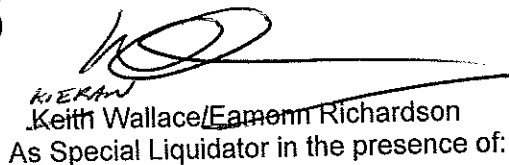
EXECUTED AS A DEED BY
WARMHAZE LIMITED acting by a
Director in the presence of:
Witness:

X N


Director


46 Great Marlborough Street
London W1F 7JW

THE COMMON SEAL of IRISH BANK
RESOLUTION CORPORATION LIMITED
(IN Special Liquidation) was affixed to this
Deed and this Deed was delivered by


Keith Wallace/Eamonn Richardson
As Special Liquidator in the presence of:

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

.....
Authorised Signatory

THE FIRST SCHEDULE
Construction Management Plan
Air Quality and Carbon Reduction

Requirement to control and minimise NO_x, PM₁₀, CO₂ emissions from construction sites and avoid nuisance and dust complaints.

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included in the method statement:-

A - Techniques to control PM₁₀ and NO_x emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;

- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.
- e) All construction vehicles shall comply with the Euro 4 emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located way from the closest receptors or house in closed environments where possible.

B - Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;
- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from Site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on Site;
- k) Ensure water suppression is used during demolition operations;
- l) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- m) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

C - Air Quality Monitoring

- a) Throughout the Construction Phase continuous particulate matter (PM10) monitoring shall be undertaken. Two instruments will be deployed at the site boundary in a transect orientated to the prevailing wind direction, with a third monitor located at the nearest sensitive receptor. One monitor shall be co-located with an anemometer. Adequate quality assurance/quality control procedures shall be in place including monitor maintenance and calibration as well and data checking. PM10 data shall be collected automatically on an hour basis.
- b) A trigger action level for PM10 concentrations of $200\mu\text{g.m}^{-3}$ (15 minute average) shall be used to identify incidences of elevated dust emissions at the site boundary. An on-site alert system (email or SMS) shall be in place to notify appropriate staff that the trigger action level has been reached. Immediate and appropriate measures can be put in place to rectify abnormal particulate emissions. A procedure shall be established to deal with abnormal dust emissions.
- c) An e-mail specifying details of any alert to be sent out to the Council's air quality officer as soon as practicable following any breach of the site trigger action level.
- d) An electronic report shall be submitted to the Council every three months summarising the following information from each monitoring site – 24 hour average PM10 concentration, date and time of any breach of the trigger action level with the 15 minute mean concentration, prevailing wind direction and details of the cause of elevated dust emissions and mitigation measures.
- e) A 24-hour phone hotline shall be set up so that residents can complain about high dust or PM10 levels directly to the developer.

The following items shall be included in the method statement:

- a) A specific timetable identifying the start and finish dates of each phase including dust generating activities, and PM10 monitoring.

- b) A map identifying the location of dust generating activities, plant equipment associated with emissions to air and PM10 monitors.
- c) An air quality monitoring protocol prepared in accordance with the requirements of section C.

D - Techniques to reduce CO₂ emissions from construction vehicles

A commitment from the Owner that contractors' vehicles involved in construction and demolition work will adopt 'green fleet management practices' that will result in a 10% reduction in tail-pipe CO₂ emissions. A green fleet management plan included in the method statement identifying measures to improve vehicle efficiency and reduce CO₂ emissions from construction vehicles. This could include the use of fuel saving equipment in vehicles, accreditation with FORS (Freight Operator Recognition Scheme run by TfL) or SAFED (Safe and Fuel Efficient Driving run by the DfT) and use of low carbon vehicles such as hybrid electric, electric and bio-methane.

THE SECOND SCHEDULE Construction Management Plan Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-
http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

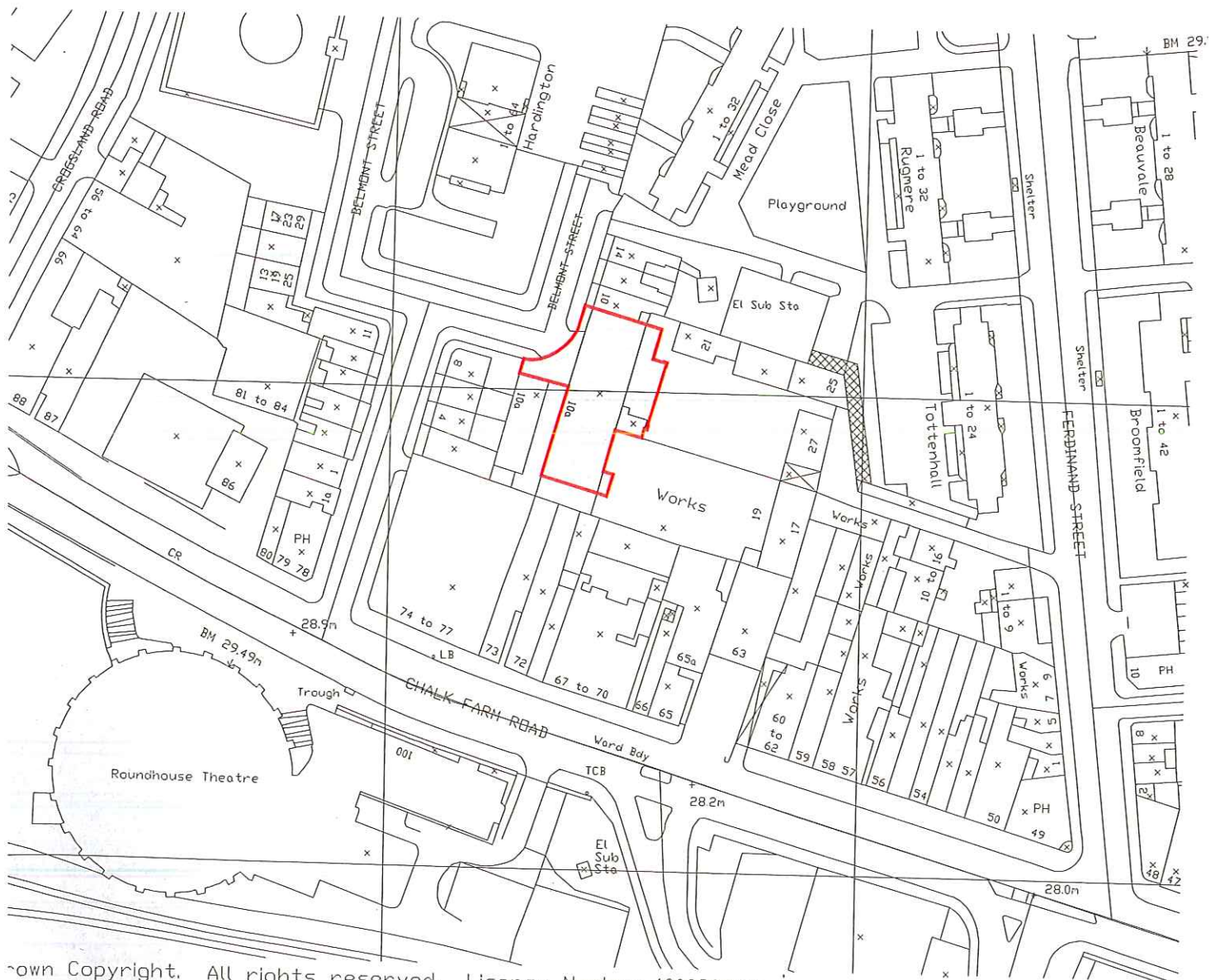
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.

- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - 2) All drivers must have undertake cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-
- "The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

EXISTING SITE LOCATION MAP

10A BELMONT STREET, LONDON NW1 8HH



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