

DATED

13 June

2014

**THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN**

- AND -

**KING'S CROSS CENTRAL (TRUSTEE NO. ONE) LIMITED
AND KING'S CROSS CENTRAL (TRUSTEE NO. TWO)
LIMITED**

- AND -

WAITROSE LIMITED

- 1. SUPPLEMENTAL AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN
AND COUNTRY PLANNING ACT 1990 (AS AMENDED) AND OTHER
POWERS; AND**
- 2. DEED OF VARIATION PURSUANT TO SECTION 106A OF THE TOWN AND
COUNTRY PLANNING ACT 1990 (AS AMENDED) AND OTHER POWERS**

**RELATING TO THE SECTION 106 AGREEMENT DATED 22 DECEMBER 2006
FOR KING'S CROSS CENTRAL LONDON**



Y0724.00380
C2/GALLIMOM/3716000

THIS DEED is made the *thirteenth* day of *June* 2014

BETWEEN:

- (1) **The Mayor and Burgesses of the London Borough of Camden** of Town Hall, Judd Street, London WC1H 9LP (the "**Council**") which expression shall include its statutory or other successors;
- (2) **King's Cross Central (Trustee No. One) Limited** (company registration number 06387698) and **King's Cross Central (Trustee No. Two) Limited** (company registration number 06387722) both of 5 Albany Courtyard Piccadilly London W1J 0HF acting as trustees on behalf of **King's Cross Central Limited Partnership** (registered with number LP12617 under the Limited Partnership Act 1907) acting by its general partner **King's Cross Central General Partner Limited** (registered in England and Wales with company number 06387691) whose registered office is at 5 Albany Courtyard, Piccadilly, London W1J 0HF (the "**Developer**") which expression shall include its successors in title and assigns;
- (3) **Waitrose Limited** (Company No. 99405) whose registered office is at 171 Victoria Street, London, SW1E 5NN ("**Waitrose**") which expression shall include its successors in title and assigns.

WHEREAS:

- (A) On 22 December 2006 the Council, the Secretary of State for Transport, London & Continental Railways Limited, National Carriers Limited, Argent (King's Cross) Limited and TfL entered into a Deed pursuant to the provisions of s106 Town and Country Planning Act 1990 as amended and other enabling powers (the "**Agreement**").
- (B) The Agreement was varied by Deeds of Variation dated 8 April 2008, 30 July 2010, 11 January 2011, 4 November 2011, 23 December 2011, 20 June 2012, 8 August 2012, 15 January 2013 and 17 September 2013.
- (C) On 11 February 2013 the Developer entered into an Agreement for Lease with Waitrose relating to the land edged red on Plans 0613_(SK)440_1 Rev A and 0613_(SK)440_2 Rev A attached hereto ("part of the Midland Goods Shed and Canopies") at King's Cross Central ("**the Agreement for Lease**"). Under the terms of the Agreement for Lease following practical completion of the development to be constructed pursuant to the reserved matters approval referred to in Recital (D) Waitrose will be granted a lease for a

term of 25 years in relation to the supermarket and 10 years in relation to the Cookery School.

- (D) The Developer submitted an application for approval of reserved matters pursuant to outline planning permission (reference 2004/2307/P) dated 22 December 2006 for part of the Midland Goods Shed and Canopies to the Council on 19 February 2014 and such submission was given planning reference 2014/1433/P.
- (E) Section LL, paragraph 1 of the Agreement limits the level of retail Class A Floorspace within the Development to no more than 45,925 square metres gross of which no more than 32,500 square metres gross floorspace shall be for uses within classes A1 and A2.
- (F) Schedule LL to the Agreement anticipates the provision within Zone L of not more than 4,000 sqm GEA of A1 supermarket floorspace unless otherwise approved in writing by the Council. Zone L has subsequently been built out for university, office and retail uses in accordance with approvals 2007/5228/P, 2009/2872/P and 2011/6440/P without any supermarket floorspace and it has been agreed that an element of the supermarket space which could have been provided within Zone L shall instead be provided within Zone K.
- (G) The Council has resolved that the submission with planning reference 2014/1433/P be granted approval and the Council and the Developer have agreed to vary the Agreement and to enter into supplemental obligations as set out in this Supplemental Agreement and Deed of Variation (the "**Deed**").

NOW THIS DEED WITNESSES as follows:

1. This Deed is entered into by the parties pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990 as amended and all other powers enabling the Council in this behalf.
2. Save as expressly provided otherwise in this Deed the words and expressions used in this Deed shall have the same meaning as in the Agreement.
3. Saving and excepting as expressly provided for by the provisions of this Deed the covenants and provisions contained in the Agreement shall continue to have full force and effect.

4. DEVELOPMENT IN ZONE P AND ZONE S

- 4.1 Table 2 (Summary Description of Development Zones) and Annex B (Floorspace Schedule for Development Zones) of the Revised Development Specification referred to in the Planning Permission permits the provision of a supermarket in Zone P and Zone S of the Development. The Developer covenants with the Council that, following the completion of the Agreement for Lease, in order to maintain the limits on the provision of retail floorspace referred to in Recital (E) of this Deed the Developer shall not submit any application for a reserved matters approval pursuant to the Planning Permission within Zone P or Zone S of the Development which includes the provision of a further supermarket of more than 400 square metres GEA within the Development, unless otherwise agreed in writing by the Council.

5. EMPLOYMENT & TRAINING POST-CONSTRUCTION

- 5.1 Part 2, Section B of the Agreement contains obligations in relation to Employment & Training Post-Construction as amended by the Deed of Variation dated 8 August 2012 referred to in Recital (B).
- 5.2 Waitrose shall work constructively with the Employment Liaison Officer and the Skills and Recruitment Centre in order to give local employees a reasonable priority opportunity for the available jobs at the completed Waitrose development consistent with the objectives contained in Part 2, Section B of the Agreement.

6. SPECIFIC OBLIGATIONS REGARDING THE COOKERY SCHOOL

- 6.1 The Waitrose development includes a cookery school (the "Cookery School"). Waitrose shall comply with the following obligations in relation to the Cookery School:
- (a) Waitrose will identify not less than 11 Morning Sessions and 11 Afternoon Sessions per calendar year during which the Cookery School will be made available to host Local Schools and other priority groups from within the CIZ and WIZ. The calendar of Morning Sessions and Afternoon Sessions will conform to scheduling parameters, to be agreed with the Council having regard to, for example, school term dates. Waitrose will be free to specify the Morning Sessions and Afternoon Sessions within those scheduling parameters and will provide details of the Sessions so specified to the Council not less than 6 months in

advance. Waitrose will publish the contact details for booking on its Cookery School web site.

- (b) Accompanied school classes (of normal size) and other priority groups agreed with the Council will be able to book Morning Sessions and Afternoon Sessions at the Cookery School. Waitrose will provide appropriate and structured teaching during these Sessions covering nutrition, healthy eating, balanced diets and basic cookery, free of charge.
- (c) If a Morning Session or an Afternoon Session remains un-booked on the date which is 2 weeks prior to the date of the Session, Waitrose will be free to release that Session for booking by other (paid) users. In those circumstances, there will be no obligation upon Waitrose to identify another, replacement Session.
- (d) The above obligations will continue whilst Waitrose continues to lease and occupy the Cookery School premises (and for the purposes of this sub-clause the term "Waitrose" does not include its successors in title and assigns).
- (e) For the purposes of this clause 6 Morning Session means exclusive use of the Cookery School premises for a 3-hour period between 9.30am and 12.30pm, without charge.
- (f) For the purposes of this clause 6 Afternoon Session means exclusive use of the Cookery School premises for a 3 hour period between 2pm and 5pm, without charge.

7. GENERAL

- 7.1 The Agreement shall be read and construed as if the variations and supplemental provisions set out in clauses 4, 5 and 6 above had appeared in the Agreement as originally executed.
- 7.2 This Deed shall be registered as a local land charge by the Council.
- 7.3 The Developer agrees to pay the Council (on or prior to completion of this Deed) its reasonable and proper legal costs not exceeding £650 incurred in relation to the completion of this Deed.

IN WITNESS whereof the parties hereto have duly executed this Deed on the date first before written.

The Common Seal of **The Mayor and
Burgesses of the London Borough of
Camden** was affixed to this Deed in the
presence of:)

T M Knowle

Authorised Signatory

**Executed by King's Cross Central
(Trustee No. One) Limited** in the)
presence of :-)

Director

[Signature]

Director/Secretary

[Signature]

**Executed by King's Cross Central
(Trustee No. Two) Limited** in the)
presence of :-)

Director

[Signature]

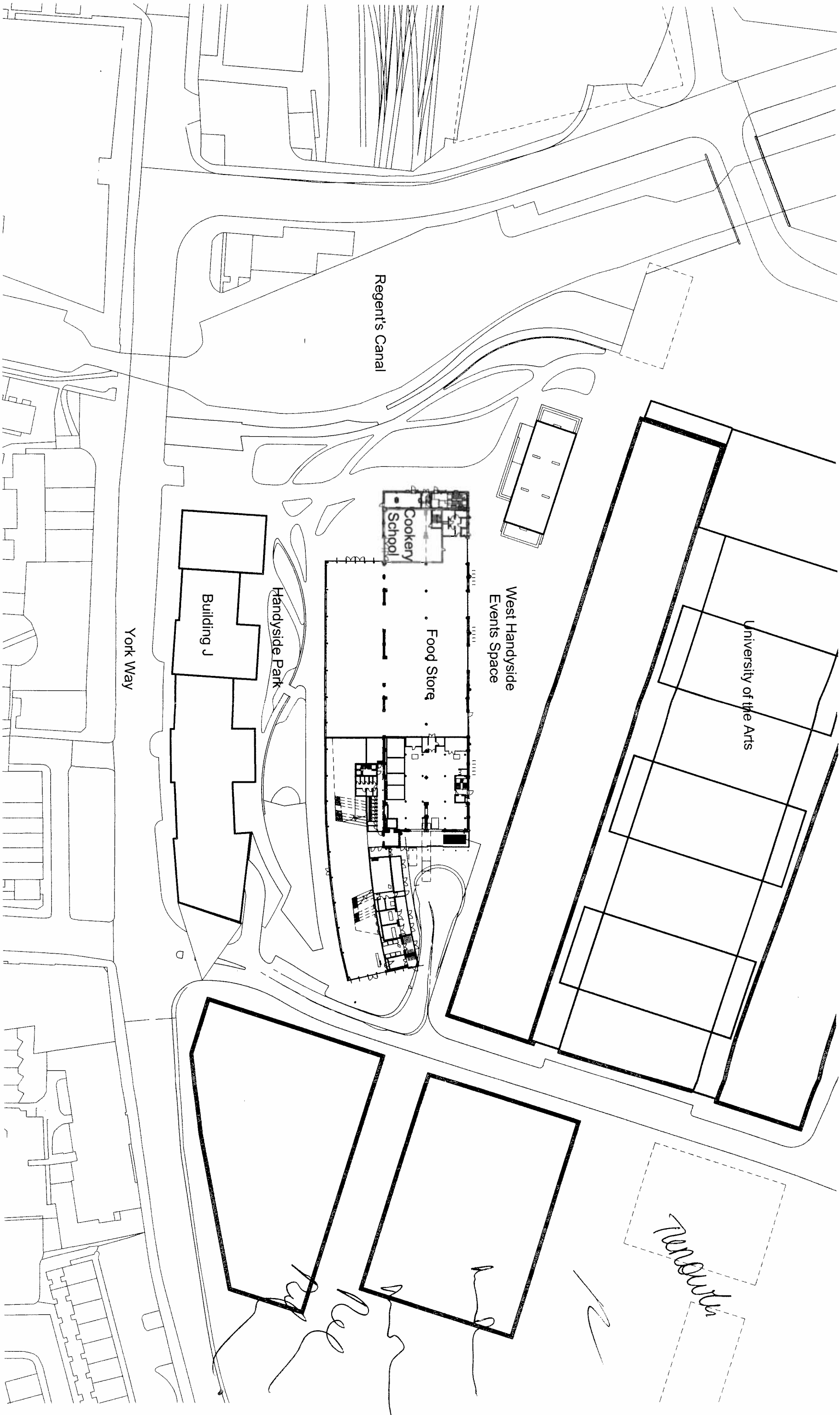
Director/Secretary

[Signature]

Executed as a Deed (but not delivered)
until the date hereof) by affixing the)
Common Seal of **Waitrose Limited** in the)
presence of:

[Signature]

.....
Deputy Company Secretary duly
authorised pursuant to the Articles of
Association of Waitrose Limited



Revisions

By / Chk / Revisions

By / Chk / Notes

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For Bennetts Associates, architect information is available at:
www.bennettsassociates.com/projects/ground-floor-plan

Project

Midland Goods Shed

Agent

Drawing Title
Ground Floor Plan
Cook School Demise Boundary

Project No. 0613

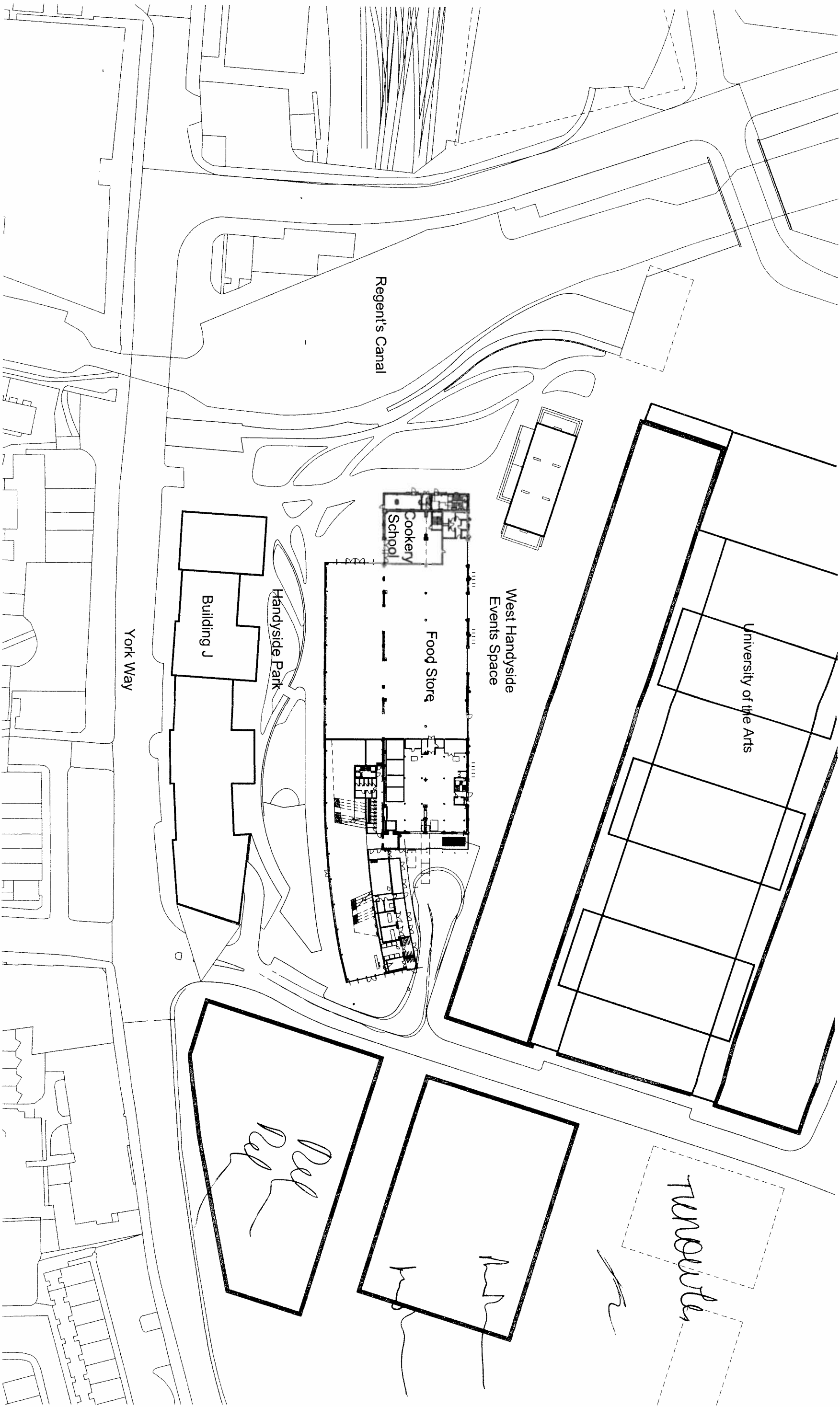
Drawing Number
0613_SK0440_1

Revision
A

Scale @ A3 1:1000
Scale @ A1 1:500

Revision Date
14.04.28

W/M/C/D



Revisions	By	CHK	Revisions	By	CHK	Notes

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Project
Midland Goods Shed
Agent

Project No. 0613

Drawing Title
Ground Floor Plan
Food Store Demise Boundary

Drawing Number
0613_SK040_2

Revision
A

Scale @ A3
1 : 1000

Scale @ A1
1 : 500

Revision Date
14 04 28

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