

DATED

14~~th~~ December

2015

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 -

**KCC NOMINEE 1 (R1) LIMITED
AND
KCC NOMINEE 2 (R1) LIMITED**

- and -

AGA KHAN UNIVERSITY FOUNDATION

1. **S106 AGREEMENT OF THE TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)
AND OTHER POWERS RELATING TO BUILDING R1 AT KING'S CROSS CENTRAL LONDON;
AND**
2. **DEED OF VARIATION PURSUANT TO SECTION 106A OF THE TOWN AND COUNTRY
PLANNING ACT 1990 AND OTHER POWERS RELATING TO THE S106 AGREEMENT DATED
22 DECEMBER 2006 FOR KING'S CROSS CENTRAL LONDON**



CONTENTS

CLAUSE		PAGE
PART 1	1	
1.	DEFINITIONS AND INTERPRETATION	2
2.	GOVERNING LEGAL PROVISIONS	4
3.	PROVISIONS TO BE CONDITIONAL	5
4.	OBLIGATIONS UNDER THIS AGREEMENT AND PROVISIONS WHICH ARE VARIATIONS TO THE ORIGINAL AGREEMENT	5
5.	FURTHER PLANNING PERMISSIONS AND JUDICIAL REVIEW	6
6.	COUNCIL'S OBLIGATIONS	6
7.	ENFORCEABILITY RELEASE AND CERTIFICATES OF COMPLIANCE	6
8.	COUNCIL'S POWERS AND DUTIES	7
9.	LOCAL LAND CHARGE	7
10.	VAT	7
11.	GOOD FAITH AND GOOD PRACTICE	7
12.	APPROVALS, EXPRESSIONS OF SATISFACTION	7
13.	RESOLUTION OF DISPUTES	8
14.	THIRD PARTY RIGHTS	9
15.	NOTICES	10
16.	LEGAL FEES AND MONITORING COSTS	11
17.	REMEDIES	11
18.	NOTICE / MONITORING	12
18.	NOTICE / MONITORING	12
PART 2	13	
SECTION A:	EMPLOYMENT & TRAINING - CONSTRUCTION	14
SECTION B:	EMPLOYMENT & TRAINING POST CONSTRUCTION	16
SECTION E:	LOCAL BUSINESS SUPPORT AND LOCAL PURCHASING STRATEGY	17
SECTION I:	COMMUNITY SAFETY	18
SECTION N:	PUBLIC REALM AREAS AND DEVELOPMENT ESTATE REALM AREAS	21
Section W:	Environmental Sustainability	21
SECTION X:	ENVIRONMENTAL SUSTAINABILITY - ENERGY	22
SECTION Y:	ENVIRONMENTAL SUSTAINABILITY - CONSTRUCTION MATERIALS/CONSTRUCTION WASTE	24
SECTION Z:	ENVIRONMENTAL SUSTAINABILITY - WASTE	25
SECTION AA:	ENVIRONMENTAL SUSTAINABILITY - WATER	26
SECTION DD:	CODE OF CONSTRUCTION PRACTICE	27
SECTION FF:	GREEN TRAVEL INITIATIVES	29
SECTION FF:	GREEN TRAVEL INITIATIVES	31

SCHEDULE 1: S106 THRESHOLDS AND TRIGGERS

PART 1

THIS DEED made on

14th December

2015

BETWEEN:

- (1) **The Mayor and Burgesses of the London Borough of Camden** (referred to as the "**Council**") of 5 Pancras Square, London N1C 4AG;
- (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 4 Stable Street, London N1C 4AB 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 4 Stable Street, London N1C 4AB together called (as a single entity for convenience and for the purposes of this Agreement) the "**King's Cross Entity**";
- (3) **KCC Nominee 1 (R1) Limited** (registered number 7556625) and **KCC Nominee 2 (R1) Limited** (registered number 7557060) both of 4 Stable Street, London N1C 4AB together called (as a single entity for convenience and for the purposes of this Agreement) the "**R1 Nominees**"; and
- (4) **Aga Khan University Foundation** of 1-3 Avenue de la Paix, CH1202, Geneva, Switzerland (referred to as the "**Mortgagee**").

WHEREAS:

- (A) The proposed development the subject of this Agreement involves the carrying out of development at King's Cross Central (the "**Site**").
- (B) The Council is the local planning authority for the area within which the Site is situated and the appropriate statutory body to enforce this Agreement for the purposes of section 106 and section 106A of the 1990 Act.
- (C) The Council is also the local highway authority for the purposes of the Highways Act 1980 and a local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 and for the purposes of Section 111 of the Local Government Act 1972.
- (D) The R1 Planning Application was submitted to the Council on 29 May 2015 for the Land and it was given planning reference 2015/2886/P.
- (E) The Council has resolved that the R1 Planning Permission be granted subject to a legal agreement being entered into making provision for the planning obligations herein contained.
- (F) The King's Cross Entity is the owner with freehold title absolute of the Site (excluding any public highway located within the Site).
- (G) The 999 year headlease of the R1 Lease Area dated 15 June 2011 and made between (1) the King's Cross Entity and (2) the R1 Nominees is vested in the R1 Nominees (the "R1 Lease").

- (H) The Mortgagee has a mortgage over the R1 Lease and enters into this Agreement to give its consent pursuant to clause 19.
- (I) Under the terms of an agreement dated 15 June 2011 AKF has the benefit of a right to exercise an option to take an assignment of the R1 Lease.
- (J) The Council considers it expedient in the interests of the proper planning of its area and having regard to the provisions of the development plan for the London Borough of Camden and to all other material considerations that the R1 Planning Permission should be granted subject to the parties entering into this Agreement.

NOW THIS DEED WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 The definitions set out in the Original Agreement shall also apply to this Agreement save in so far as they are inconsistent with the additional definitions contained in this Agreement or unless the context of this Agreement otherwise requires and in particular:

(a) **"Implementation"** shall be construed by reference to the relevant definition contained in the Original Agreement but in the context of a material operation in relation to the R1 Development.

1.2 Where in this Agreement the following additional defined terms and expressions are used, they shall have the following respective meanings unless the context otherwise requires:

- "AKF"** Means the Aga Khan Foundation (United Kingdom) (registered number 01100897) or its nominee.
- "Blue Land"** The land within the Land which is not part of the premises demised by the R1 Lease and which is shown for identification purposes only hatched blue on Plan No. 3.
- "Land"** The land edged red on Plan No. 2
- "Original Agreement"** The agreement dated 22 December 2006 made between The Mayor and Burgesses of the London Borough of Camden (1), The Secretary of State for Transport (2), London & Continental Railways Limited (3), National Carriers Limited (4), Argent (King's Cross) Limited (5) and Transport for London (6) pursuant to Section 106 of the 1990 Act and other powers relating to King's Cross Central as varied by Supplemental Agreements/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, 17 September 2013, 13 June 2014 and 28 April 2015.
- "Planning Permission"** The planning permission dated 22 December 2006 referenced 2004/2307/P for the comprehensive redevelopment of the Site as amended by non-material amendments on 26 February 2012 (reference 2012/0669/P) and on 20 July 2015 (reference 2015/1676/P).



PLAN 1

THIS DRAWING MAY BE USED ONLY FOR THE PURPOSE INTENDED AND ONLY WRITTEN DIMENSIONS SHALL BE USED

Land Ownership Boundary
 Planning Application Boundary

Handwritten signatures and initials, including one that appears to be 'R Alexander'.



Copyright
 This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey under license.
 © Crown copyright and database rights 2015
 Ordnance Survey 100033854

FOR APPROVAL
 [Signature]
 [Signature]

Kings Cross

LAND OWNERSHIP BOUNDARY
 AND PLANNING
 APPLICATION BOUNDARY
 BUILDING R1

Scale at A3
 1:3,500

Drawn	LAW	Approved	LM
Stage 1 checked	Stage 2 checked	Ordered	Date 14/05/2015

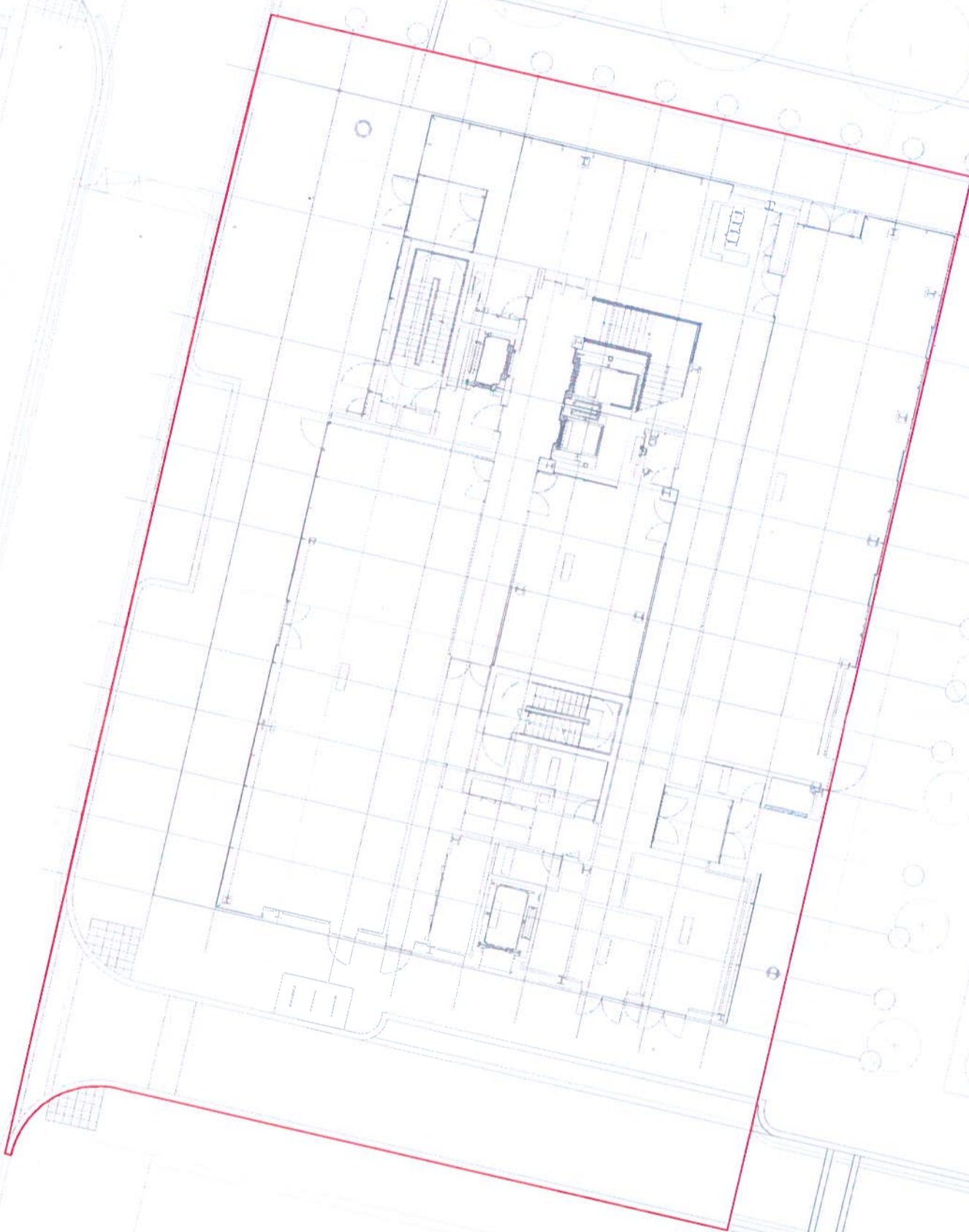
ARGENT
 Agent (Property Exchange)
 40 Abchurch Lane
 London EC4A 3DF
 1 - 44 020 3646 0200

Drawing Number: KCC-PLAN-PLA-10-A-P01 Rev: P01



CUBITT PARK

HANDYSIDE STREET



THIS DRAWING MAY BE USED ONLY FOR THE PURPOSE INTENDED AND ONLY WRITTEN DIMENSIONS SHALL BE USED

Planning Application Boundary

PLAN 2

Handwritten signatures:
 M.A.
 M.A.
 R. Alexander



Copyright
 This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office.
 © Crown copyright and database rights 2015
 Ordnance Survey 100053954

Handwritten signatures:
 R.L.
 R.L.

Revision	By	Date	Notes

FOR APPROVAL

King's Cross

SITE PLAN
 PLANNING BOUNDARY
 BUILDING R1

Scale: 1:250

Drawn	Approved
LAW	LM

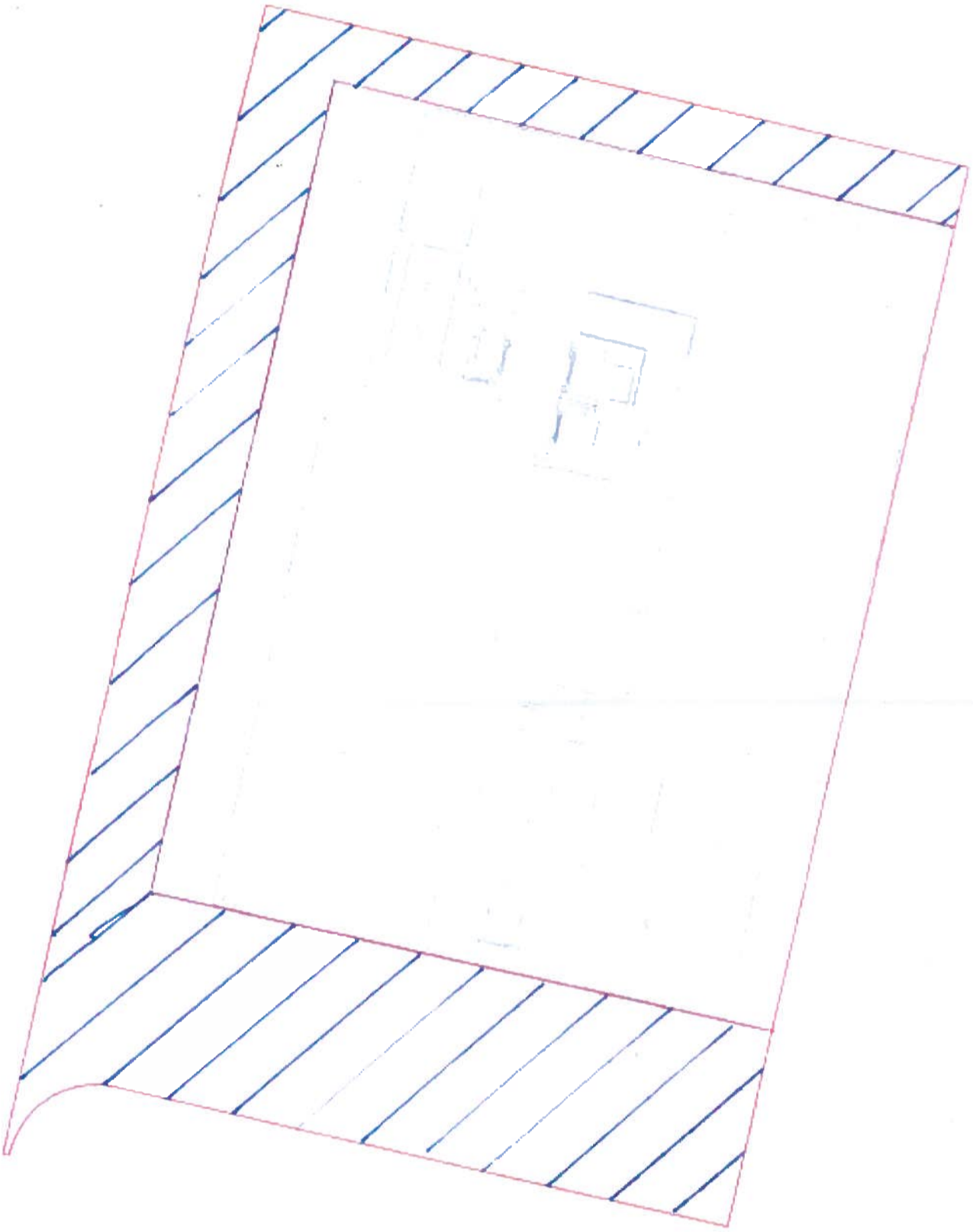
ARGENT

Argent (Property Development) Services Ltd
 Argent Services LLP
 400 Broadwalk
 London E14 4BE
 T: +44 (0) 20 3644 0200

Drawing Number: KXC-PLAN-PLAP-00A-P01 P01



CUBITT PARK



HANDYSIDE STREET

THIS DRAWING MAY BE USED ONLY FOR THE PURPOSE INTENDED AND ONLY ANY OTHER DIMENSIONS SHALL BE USED

Planning Application Boundary

PLAN 3

Handwritten signature

Handwritten signature

Handwritten signature

Handwritten signature

0 2 4 6 8 10
Metres

Copyright
This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationary Office
© Crown copyright and database rights 2016
Ordnance Survey 100038954

Handwritten initials: RL, RL, RL

FOR APPROVAL

King's Cross

SITE PLAN
PLANNING BOUNDARY
BUILDING R1

1:250

Author	LAW	Approved	LM
Drawn	LM	Checked	LM
Scale 1:250	Sheet 1 of 1	Original	Date 12/08/13



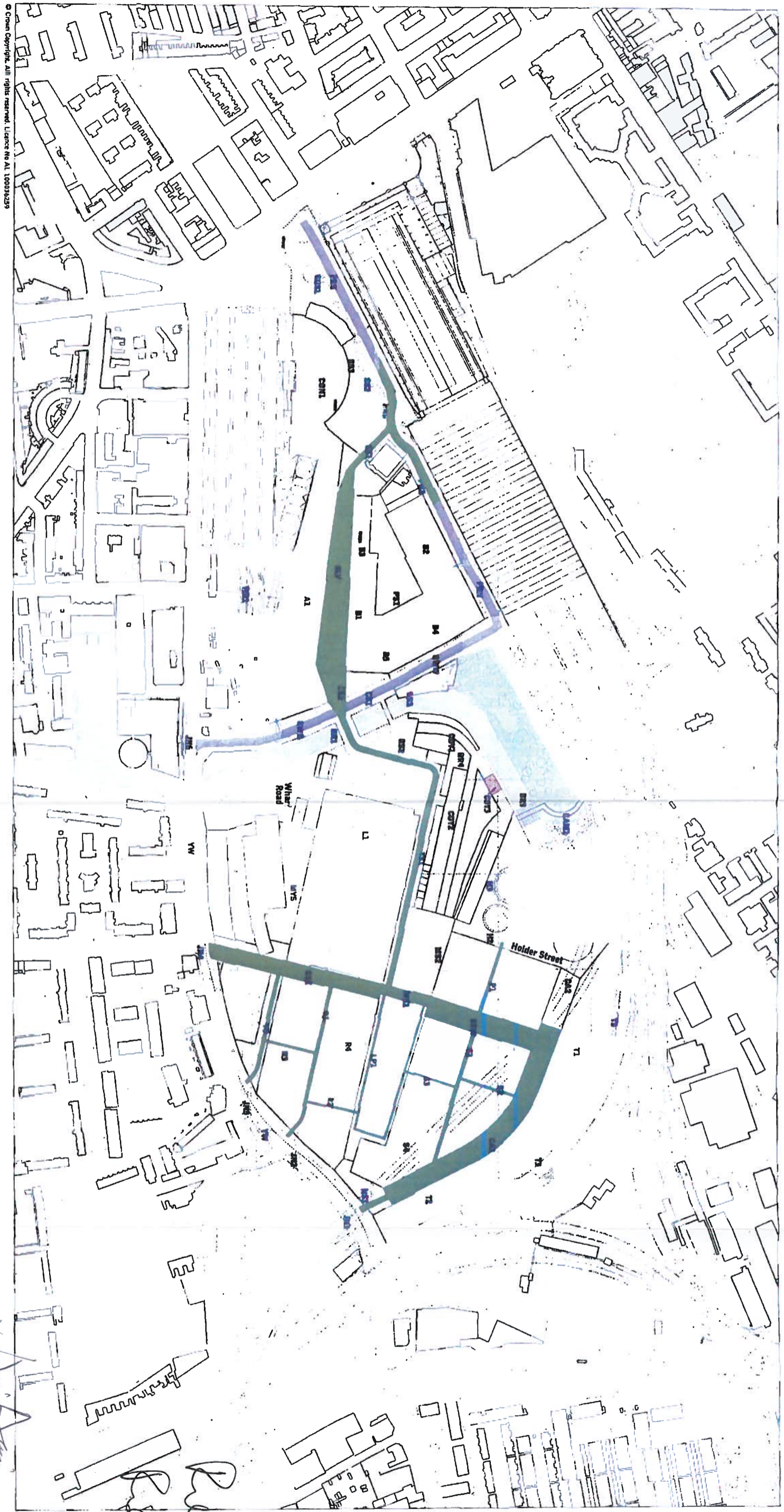
ARGENT

Argent Property Development
Argent Property Development Ltd
Argent House, 100, Abchurch Lane, London EC4N 3DF
Tel: 020 7553 5200

Rev

Drawing Number
KCC-PLAN-PLA-004-001

001



© Crown Copyright. All rights reserved. Licence No AL 100036239

Argent (King's Cross) Limited
 Section 106 Agreement
 Scale 1:4000@A3

Key:

- Public Realm Areas
- Pancras Road and Goods Way adopted highways

**King's Cross Central
 S106 Agreement
 Public Realm Areas
 Plan 4**



*originals used
 signed by the partners
 London*

[Handwritten signatures and scribbles]

P. Reynolds

"Plan No. 1"	The plan annexed hereto and shown numbered 1 being drawing number KXC-PLAN-PLAP-10-A-P01.
"Plan No. 2"	The plan annexed hereto and shown numbered 2 being drawing number KXC-PLAN-PLAP-09-A-P01.
"Plan No. 3"	The plan annexed hereto and shown numbered 3.
"Plan No. 4"	The plan annexed hereto and shown numbered 4 (being Plan 4 annexed to the Original Agreement).
"the Site"	The land edged blue on Plan No. 1.
"R1 Development"	Development of the Land for a ground plus 9 storey building with two basement levels for education and ancillary uses together with two retail (Class A1 and/or A3 and/or A4) units at ground floor level and associated servicing, cycle parking, infrastructure and public realm works.
"R1 Lease Area"	The Land shown on Plan No. 3 excluding the Blue Land.
"R1 Planning Application"	The planning application for the R1 Development given planning reference 2015/2886/P.
"R1 Planning Permission"	The planning permission issued pursuant to the R1 Planning Application for the R1 Development in the form of the draft permission annexed hereto.

INTERPRETATION

1.3 Unless the context otherwise requires:

- (a) words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- (b) words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- (c) references to the Council and the King's Cross Entity and the R1 Nominees shall include their respective statutory successors or successors in title to their respective interests in the Land and persons deriving title therefrom (except where the contrary is expressly provided) and permitted assigns;
- (d) references to clauses, sub clauses, paragraph numbers, parts, sections, recitals, schedules and plans are unless otherwise stated references to clauses, sub clauses, paragraph numbers, parts, sections and recitals of and schedules to this Agreement;
- (e) words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- (f) references in this Agreement to statutes, by laws, regulations, orders and delegated legislation shall include any statute, by law, regulation, order or

delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time save that references to Use Classes within the Town and Country Planning (Use Classes) Order 1987 as amended are and shall be construed as references to such Use Classes at the date of this Agreement and such construction shall not be affected by changes to such Order after the date of this Agreement;

- (g) save in respect of the terms of the Planning Permission and the conditions attached thereto which shall prevail over this Agreement, in the event of any conflict between the terms, conditions and provisions of this Agreement and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Agreement will prevail;
 - (h) references to "the parties" shall mean the parties to this Agreement;
 - (i) the Interpretation Act 1978 shall apply to this Agreement;
 - (j) save where the context requires otherwise references to a party carrying out or performing an obligation in Part 2 shall mean that that party shall bear the cost of carrying out or performing that obligation Provided That this shall not preclude such costs being charged by way of service, estate or other charges.
- 1.4 The clause and paragraph headings contained in this Agreement are included as an aid to interpretation, are for reference purposes only, and have no binding legal effect.
- 1.5 The headings of the Sections in Part 2 of this Agreement follow the headings of the Sections in Part 2 of the Original Agreement and accordingly the letters within the headings are not sequential. In order to assist the interpretation of this Agreement certain definitions which are contained in the Original Agreement have been repeated as footnotes in Part 2 of this Agreement.
- 2. GOVERNING LEGAL PROVISIONS**
- 2.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to Section 106 of the 1990 Act, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 111 of the Local Government Act 1972.
- 2.2 The obligations, covenants and undertakings on the part of the King's Cross Entity and the R1 Nominees in this Agreement are planning obligations made pursuant to and for the purposes of Section 106 of the 1990 Act and so as to bind the King's Cross Entity's and the R1 Nominees interests in the Land as referred to in recitals (F) and (G) and the said obligations, covenants and undertakings on the part of King's Cross Entity and the R1 Nominees are entered into with the intent that they shall be enforceable not only against the King's Cross Entity and the R1 Nominees but also against any successor in title to or assigns of the King's Cross Entity and/or the R1 Nominees and/or any person claiming through or under it an interest or estate in the Land.
- 2.3 The planning obligations contained in this Agreement shall be enforceable by the Council in accordance with the terms of Section 106(3) of the 1990 Act and all other enabling powers.
- 2.4 The obligations, covenants and undertakings on the part of the Council in this Agreement are entered into with the intent that they shall be enforceable not only against the Council but also against the Council's statutory or other successors.

2.5 The Council is satisfied that the planning obligations given by the King's Cross Entity and the R1 Nominees in this Agreement accord with the three statutory tests set out in Regulation 122(2)(a) – (c) of the Community Infrastructure Levy Regulations 2010.

3. **PROVISIONS TO BE CONDITIONAL**

3.1 It is hereby agreed between the parties that the planning obligations in Part 2 of this Agreement will have no operative effect unless and until both of the following have occurred, namely:

- (a) the R1 Planning Permission has been duly granted; and
- (b) the R1 Planning Permission has been Implemented.

4. **OBLIGATIONS UNDER THIS AGREEMENT AND PROVISIONS WHICH ARE VARIATIONS TO THE ORIGINAL AGREEMENT**

4.1 The R1 Planning Application contemplates the development of part of King's Cross Central within Development Zone R pursuant to a separate detailed planning permission (the R1 Planning Application) instead of such development being carried out pursuant to details approved under the Planning Permission. Accordingly the provisions of the Original Agreement do not have any effect in relation to the R1 Planning Permission save as specifically set out in this Agreement and without prejudice to the generality of the foregoing the obligations in this Agreement do not require the payment of any sums of money to the Council either pursuant to the terms of this Agreement or pursuant to the terms of the Original Agreement.

4.2 The effect of the R1 Planning Permission being granted is bring forward additional educational floorspace (Use Class D1) in lieu of office (Use Class B1) floorspace within Development Zone R. Accordingly, for the purposes of calculating the relevant thresholds and triggers under the Original Agreement, the 9,103m² GEA (9,167m² GEA less 64m² GEA of infrastructure and utilities) permitted under the R1 Planning Permission shall be taken into account. This floorspace comprises 8,716m² GEA (8,780m² GEA less 64m² GEA of infrastructure and utilities) of D1 educational use and 387m² GEA of A1 and/or A3 and/or A4 retail use) as detailed in the R1 Planning Application, however, for the purposes of calculating the relevant thresholds and triggers under the Original Agreement, the 8,716m² GEA of D1 educational floorspace shall be treated as 8,716m² GEA of B1 office space i.e. an additional 8,716m² of D1 educational floorspace is to be provided within King's Cross Central in lieu of 8,716m² GEA less of B1 office space. Schedule 1 to this Agreement sets out the thresholds and triggers under the Original Agreement which the R1 Development shall contribute to after the R1 Development is Implemented.

4.3 In addition, the 9,103m² of gross external floor space which forms the R1 Development shall be taken into account when calculating the gross external areas of built accommodation in respect of which applications for approval of reserved matters and/or details pursuant to conditions have been submitted to the Council under condition 14(c) to (f) inclusive of the Planning Permission and accordingly such amount of floorspace for the R1 Development shall count towards the floorspace figures contained in condition 14(c) to (f) inclusive.

4.4 The obligations entered into by the King's Cross Entity and the R1 Nominees in Part 2 of this Agreement are to be interpreted as obligations entered into in the context of and relating solely to the R1 Development.

5. FURTHER PLANNING PERMISSIONS AND JUDICIAL REVIEW

- 5.1 Nothing in this Agreement shall be construed as prohibiting or limiting the right of the King's Cross Entity or the R1 Nominees to develop any part of the Land in accordance with and to the extent permitted by a planning permission (other than the R1 Planning Permission) granted by the Council or by a Secretary of State on appeal or following a reference to him.
- 5.2 If the R1 Planning Permission expires without the R1 Development having been implemented or is revoked, this Agreement will cease to have effect and upon such expiry or revocation its registration on the Register of Local Land Charges will insofar as it is lawful forthwith be cancelled.
- 5.3 Where the R1 Planning Permission is the subject of any judicial review proceedings or any other legal challenge and if as a result of such judicial review proceedings or other legal challenge the R1 Planning Permission is quashed and the King's Cross Entity and/or the R1 Nominees (having implemented the R1 Planning Permission) does not continue to implement the R1 Planning Permission, the King's Cross Entity and/or the R1 Nominees shall not be obliged to perform any further obligations or observe any further restrictions or conditions under this Agreement.

6. COUNCIL'S OBLIGATIONS

- 6.1 The Council hereby covenants with the King's Cross Entity and the R1 Nominees and with the respective successors in title of the King's Cross Entity and the R1 Nominees, that the Council will comply with the obligations on its part in this Agreement.

7. ENFORCEABILITY RELEASE AND CERTIFICATES OF COMPLIANCE

- 7.1 Under the terms of an agreement dated 15 June 2011 the King's Cross Entity and the R1 Nominees and other connected parties granted AKF a right to exercise an option to take an assignment of the R1 Lease of the R1 Lease Area. Upon exercise of this option (as referred to in Recital (I)) and the subsequent completion of the assignment of the R1 Lease to AKF, AKF shall be liable to comply with the obligations of the R1 Nominees in relation to the R1 Development contained in this Agreement (where such obligations affect the R1 Lease Area) and upon completion of the assignment of the R1 Lease the R1 Nominees shall automatically be released from any liability in relation to such obligations save in respect of any antecedent breach of those obligations or covenants.
- 7.2 The King's Cross Entity covenants to comply with those obligations which relate to the Blue Land and which are specifically entered into by the King's Cross Entity at paragraph 2 of Part 2 Section I, Part 2 Section N, Part 2 Section Q and paragraph 5 of Part 2 Section DD which shall not bind the R1 Nominees or AKF and which shall remain the responsibility of the King's Cross Entity. For the avoidance of doubt the R1 Nominees shall not be liable for any obligations in this Agreement relating to the Blue Land or for any obligations in the Original Agreement.
- 7.3 Upon the disposal of the whole or any part of the King's Cross Entity's interests in the Land:

- (a) the Council shall automatically be released by the King's Cross Entity; and
- (b) the King's Cross Entity shall automatically be released by the Council;

from all obligations and covenants under this Agreement in relation only to that interest or the relevant part thereof (as the case may be), but without prejudice to the rights of the

Council or the King's Cross Entity in relation to any antecedent breach of those obligations or covenants.

7.4 The Council hereby covenants with the King's Cross Entity and the R1 Nominees that it will upon reasonable request from it certify compliance or partial compliance (as and if appropriate) with the provisions of this Agreement and at the cost of the King's Cross Entity and/or the R1 Nominees no more than once in any twelve (12) month period if so requested by any such party will (as and if appropriate) forthwith execute a deed of release or partial release from the relevant provision(s) of this Agreement, and procure that a note thereof will be registered on the Register of Local Land Charges maintained by the Council.

7.5 This Agreement shall not be enforceable against the occupiers or occupational tenants of the R1 Development (save where they have a leasehold interest for a term exceeding ninety nine years and at a rent other than a market rent) or any mortgagee or chargee of such other occupier or occupational tenant or any person deriving title from them.

8. COUNCIL'S POWERS AND DUTIES

8.1 Nothing contained in this Agreement shall fetter the statutory rights, powers or duties of the Council nor require it to act in any way inconsistent with such rights, powers or duties.

9. LOCAL LAND CHARGE

9.1 The Council will promptly after the date of this Agreement register it as a Local Land Charge for the purposes of the Local Land Charges Act 1975.

10. VAT

10.1 All sums and amounts referred to in this Agreement are exclusive of VAT (if any) due or payable in any circumstances save or otherwise provided.

10.2 VAT shall only be payable on production of a valid VAT invoice.

11. GOOD FAITH AND GOOD PRACTICE

11.1 The parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Agreement.

11.2 The parties shall at all times use reasonable endeavours to ensure that the planning purpose underlying their respective obligations under this Agreement are achieved and are carried out in accordance with good industry practice at the time of performance provided that this clause shall not imply or create any obligation upon either party which is additional to the obligations contained in this Agreement

11.3 Where there is a reasonable endeavours obligation in this Agreement and the party responsible cannot fulfil the obligation then on request that party shall provide an explanation of the steps it has undertaken in attempting to fulfil the relevant reasonable endeavours obligation.

12. APPROVALS, EXPRESSIONS OF SATISFACTION

12.1 Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Agreement the request for it shall be made in writing and such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

13. **RESOLUTION OF DISPUTES**

- 13.1 The parties agree that they will resolve any dispute arising out of or in connection with this Agreement in accordance with the provisions of this clause 13.
- 13.2 Any party may serve written notice of any dispute arising out of or in connection with this Agreement on all other parties with an interest in the outcome of the dispute ("**the Notice of Dispute**"). The Notice of Dispute must specify the nature, basis and brief description of the dispute and the clause or paragraph of this Agreement pursuant to which the dispute has arisen.
- 13.3 The parties agree that, following service of a Notice of Dispute, the parties will first attempt to resolve the dispute by negotiations which shall be conducted in good faith. Those negotiations shall include at least one meeting between representatives of the parties ("**the Settlement Meeting**"). The Settlement Meeting shall take place within ten (10) working days of the Notice of Dispute being served. The representatives who attend the Settlement Meeting on behalf of each party shall include at least one representative who is vested with authority to settle the dispute on behalf of the party that he or she represents.
- 13.4 If the dispute between the parties has not been resolved within ten (10) working days of the Notice of Dispute having been served and unless the parties agree that mediation is not an appropriate means of resolving the dispute (in which case either party shall be entitled to serve a Further Notice of Dispute in accordance with sub clause 13.5 which shall trigger the procedure for the determination of the dispute by an Expert) the parties will attempt to settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Either party may start the mediation process by writing to the other party proposing the names of three mediators, and the date of that letter shall be regarded as the "**Mediation Start Date**". If the parties cannot agree upon the identity of a mediator within five (5) working days of the Mediation Start Date, then a mediator will be nominated by CEDR and that mediator will be appointed by the parties. The parties agree that the mediation process shall be completed within the period of twenty (20) working days following the Mediation Start Date and such period shall be notified to and shall be a term of the appointment of the relevant mediator.
- 13.5 If the dispute has not been settled at the end of the mediation process any party shall be entitled to serve a further written notice of the dispute ("**the Further Notice of Dispute**") which shall trigger the procedure for the determination of the dispute by an Expert.
- 13.6 The Further Notice of Dispute shall be served on all other parties with an interest in the outcome of the dispute and shall specify:
- (a) the nature, basis and brief description of the dispute;
 - (b) the clause or paragraph of this Agreement pursuant to which the dispute has arisen; and
 - (c) the proposed Expert.
- 13.7 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.

- 13.8 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) working days from the date of his appointment to act.
- 13.9 The Expert will be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and will afford to each of the said parties an opportunity to make counter submissions within five (5) working days in respect of any such submission and material.
- 13.10 The parties shall agree at the time of the relevant dispute whether the individual appointed as the Expert shall be:
- (a) a Solicitor (who shall be a Member of The Law Society with a minimum of ten (10) years' recent and relevant experience in the subject matter of the dispute);
 - (b) Leading Conveyancing or Leading Landlord and Tenant Counsel;
 - (c) a specialist Chartered Surveyor (who shall be a Fellow of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years' recent and relevant experience in the subject matter of the dispute);
 - (d) a Chartered Civil Engineer (who shall be a member of the Institution of Civil Engineers with a minimum of ten (10) years' recent and relevant experience in the public or private sector).
- 13.11 If the parties are able to agree upon the qualification of the Expert in accordance with clause 13.10 but are unable to agree upon the identity of the individual to be appointed as the Expert the parties shall apply for nomination of an individual to:
- (a) in the case of sub clause (a) the President of The Law Society;
 - (b) in the case of sub clause (b) the Chairman of the Bar Counsel;
 - (c) in the case of sub clause (c) the President of the Royal Institution of Chartered Surveyors;
 - (d) in the case of sub clause (d) the President of the Institution of Civil Engineers.
- 13.12 If the parties are unable to agree upon the qualification of the Expert in accordance with sub clause 13.10, the matter shall be referred to the President of The Law Society who shall determine the appropriate qualification for the Expert from the list set out in sub clause 13.10 and the President of The Law Society, having determined the qualification of the Expert, shall nominate an individual in the case of a Solicitor or shall refer the matter to the Chairman of the appropriate body as set out in sub clause 13.11 if he has decided that the matter should be determined by someone with the qualifications set out in sub clause 13.11(b), (c) or (d).
14. **THIRD PARTY RIGHTS**
- 14.1 Save where otherwise specified in this Agreement no person who is not a party to the Agreement shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of or otherwise in relation to this Agreement.

15. NOTICES

- 15.1 Any notice to be delivered to a party under this Agreement must be in writing and be sent to it at the fax number or address and marked for the attention of the person, and copied to the person(s), identified below or instead, to such alternatives as may be substituted for them from time to time by written notification from the party making such substitution.

The Council:

Fax Number: 020 7974 1930
Address: 5 Pancras Square, London N1C 4AG
FAO: Assistant Director of Regeneration and Planning
Copy to: The Monitoring and Liaison Officer

The King's Cross Entity:

Fax Number: 020 7734 4474
Address: 4 Stable Street, London N1C 4AB
FAO: Robert Evans
Copy to: The Company Secretary

R1 Nominees:

Fax Number: 020 7734 4474
Address: 4 Stable Street, London N1C 4AB
FAO: Robert Evans
Copy to: The Company Secretary

Aga Khan University Foundation:

Fax Number: +41 22 909 7291
Address: 1-3 Avenue de la Paix, CH1202, Geneva, Switzerland
FAO: The Director of Finance and Administration
Copy to: Andre Girardin

- 15.2 Any such notice must be delivered by hand or sent by fax or pre-paid first class post and if delivered by hand, will conclusively be deemed to have been received on the next working day after the date of delivery, if sent by fax on the date of despatch or, if that is not a working day, on the next working day and if sent by post and posted within the United Kingdom will conclusively be deemed to have been received two (2) working days after the date of posting.

15.3 If a notice is sent by fax, a copy must be sent on the same day by pre-paid first class post, but for the avoidance of doubt, the date of service of such notice will be the date of despatch of the fax.

16. **LEGAL FEES AND MONITORING COSTS**

16.1 The King's Cross Entity agrees to pay the Council (on or prior to completion of this Agreement) its reasonable and proper legal costs not exceeding £650 incurred in relation to the completion of this Agreement.

17. **REMEDIES**

17.1 The King's Cross Entity and/or the R1 Nominees shall notify the Council of the occurrence of any breach of its obligations under this Agreement as soon as practicable after it becomes aware of such matter and in any event within ten (10) working days of such matter becoming apparent to the King's Cross Entity and/or the R1 Nominees (for the purposes of this clause 17 only the relevant defaulting party shall be referred to as the "Defaulting Party").

17.2 Where the Council becomes aware of a breach or non-compliance with a provision of this Agreement the Council shall be entitled to serve notice of such breach upon the Defaulting Party and the notice of breach shall state the nature of the breach, the steps required to remedy the breach and a reasonable timescale for remedying the breach.

17.3 The Defaulting Party shall within ten (10) working days of receiving the said notice give written notification to the Council of its response to the notice including any claim that it will remedy the breach within the stated timescale, that the timescale is too short or that it rejects the notice for the reason that no breach has occurred.

17.4 The Council and the Defaulting Party shall hold discussions about the notice of breach where either party so requests.

17.5 In the event of a dispute arising regarding the notice of breach the matter shall be determined under clause 13.

17.6 Save in circumstances where the notice of breach is either still the subject of discussions between the parties or is the subject of dispute determination under clause 13, if the Defaulting Party has not complied with a notice of breach the Council shall be entitled to pursue legal remedies.

17.7 The Defaulting Party agrees that it shall observe and perform the conditions restrictions and other matters mentioned in this Agreement and shall indemnify the Council for any expenses or costs incurred by the Council in respect of any breach by the Defaulting Party of any obligations herein contained save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or costs.

17.8 If the Defaulting Party persistently and deliberately fails to comply with material obligations under this Agreement the Council shall forthwith serve on the Defaulting Party written notice of such failure. If the Defaulting Party does not accept such notice it shall be entitled to invoke the dispute resolution provisions in clause 13. If the Defaulting Party has not invoked such dispute resolution provisions or if the Council's notice has been upheld following such dispute resolution provisions having been invoked, the Council shall be entitled to increase the level of its monitoring of the Defaulting Party's obligations for a period of six (6) months following each such failure and the Defaulting Party shall pay to

the Council at the end of such six (6) month period the proper and reasonable costs of such increased monitoring.

18. **NOTICE**

18.1 The R1 Nominees shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the R1 Development has taken or is about to take place.

18.2 The R1 Nominees shall give written notice to the Council no later than ten (10) working days of the date AKF exercises its option as described in Recital (I).

19. **MORTGAGEE**

19.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the R1 Nominees with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of the Mortgagee over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee, or such mortgagee or chargee from time to time, shall have no liability under this Agreement unless it takes possession of the Land in which case it too will be bound as if it were a person deriving title from the R1 Nominees.

IN WITNESS whereof this Agreement has been executed and delivered as a deed by the parties hereto on the date which appears at the head of this document.

PART 2
SPECIFIC OBLIGATIONS

SECTION A: EMPLOYMENT & TRAINING - CONSTRUCTION

1. CONSTRUCTION TRAINING CENTRE AND CONTRACTOR'S FORUM

The R1 Nominees shall use reasonable endeavours to support and facilitate the implementation of the CTC Support Plan¹ in the context of the R1 Development.

The R1 Nominees shall use reasonable endeavours to support the apprenticeship training programme under the CTC Support Plan to assist in the meeting of the Agreed Targets² in the context of the R1 Development.

The R1 Nominees shall use reasonable endeavours to attend meetings of and to take part in the Contractors' Forum³ to the extent relevant to the R1 Development.

¹ "CTC Support Plan"

The plan dated February 2008 setting out how the Developer will support the operation of the Construction Training Centre and assist in the meeting of the Agreed Targets in relation to:

- (a) The initial split within the Agreed Targets between the components referred to in sub para (b) of the definition of "Agreed Targets";
- (b) details of the specific steps the Developer shall take (with its contractors and principal sub-contractors) to assist the CTC Workplace/Construction Co-ordinator to:
 - (i) co-ordinate methods of recruitment; give early warnings of need and opportunity; register vacancies with the CTC; and coordinate interviews, employment and training offers, job brokerage, advertising and signposting, and working with schools;
 - (ii) report to the Construction Impact Group and other stakeholders annually.
- (c) the provision for obtaining and supplying to the Council (at agreed intervals) to the extent it lawfully can, verifiable monitoring information from its contractors on the delivery of Agreed Targets jobs and training including (but not limited to) monitoring by address postcode gender age job description ethnicity disability and previous employment status provided that the Council shall comply with such confidentiality restrictions as the Developer reasonably imposes in relation to such information;
- (d) details of any further steps to be taken to support the local employment of the construction workforce in order to achieve the target employment of at least fifteen per cent (15%) local employment from the CIZ and WIZ; and
- (e) details of further steps (if any) to be taken to support the local employment of the construction workforce in order to achieve over time the aspirational target of thirty per cent (30%) local employment from the CIZ and WIZ the parties acknowledging that this is an ambitious target.

² "Agreed Targets"

The following targets achieved by using traditional construction techniques:

- (a) seven and a half per cent (7.5%) of the person-weeks of employment used in the on-site construction of the Development to be provided by trainees/apprentices recruited via the Construction Training Centre or other facilities and programmes targeting training (usually employed-status) at residents within the CIZ and WIZ;
- (b) five per cent (5%) of the person-weeks of employment referred to in (a) above to be trainees/apprentices working towards an NVQ, the balance to include specialist and customised short-course training leading to industry-recognised qualifications and training under the Construction Skills Certification Scheme, the split between these various components to be agreed between the Developer and the Council on a rolling basis, every two years; and
- (c) appropriate supervision and support, wherever possible by a qualified trade assessor, to be provided by construction employers on the Development.

³ "Contractors' Forum"

A forum to enable the Developer, the Developer's contractors and principal sub-contractors the Council and occupiers of the Development using construction contractors to coordinate the delivery of construction

The R1 Nominees shall provide to the Council a statement of Agreed Targets met during the previous financial year in relation to the R1 Development including the numbers of person-weeks of employment provided in each twelve (12) month period such statement shall be provided no later than four (4) weeks following the expiry of every calendar year following the Implementation Date during which the construction of the R1 Development is taking place.

For the purposes of assessing the Agreed Targets under the Original Agreement the relevant training and employment weeks achieved in relation to the R1 Development shall be taken into account and shall count towards the achievement of such Agreed Targets.

The R1 Nominees shall use reasonable endeavours to ensure that construction contractors working on the R1 Development co-operate with and facilitate the Construction Training Centre activities and use the Construction Training Centre in providing training and placing job seekers in construction employment within the R1 Development.

The R1 Nominees shall provide the CTC Workplace/Construction Co-ordinator⁴ (if provided) with their contractors' information regarding the names and numbers of trainees and person-weeks of employment in relation to the R1 Development.

employment and training initiatives within the Development with a view inter alia to improve employment and training opportunities for local people across both LB Camden and LB Islington.

⁴ "CTC Workplace/Construction Coordinator"

An appropriately qualified person to lead and co-ordinate the activities within the Construction Training Centre including the Development's construction training and recruitment agenda, pilot training initiatives, working with Local Schools, assisting the Developer in relation to the support of Local Businesses and the operation of the Contractors' Forum further details of which are contained at Schedule A, Part 2.

SECTION B: EMPLOYMENT & TRAINING POST CONSTRUCTION

1. The R1 Nominees shall use reasonable endeavours to support, facilitate and comply with the SRC Support Plan⁵ and the work of the Employment Liaison Officer⁶ in the context of the R1 Development to enable him, as far as practicable, to effectively and successfully carry out his roles and responsibilities aimed towards achieving the Local Employment Objective Targets⁷ at the Site.

⁵ "SRC Support Plan"

The plan dated January 2010 setting out how the Developer will support the operations of the Skills and Recruitment Centre identified in Schedule B Part 1 paragraph 4 and to include (but not be limited to) the following:

- (a) details on how the Developer will use reasonable endeavours to encourage occupiers of the Development to develop a close working relationship with the Skills and Recruitment Centre and to facilitate its operations and activities, including registration of their vacancies with the Skills and Recruitment Centre.
- (b) details of how the Developer will use reasonable endeavours to work closely with the Skills and Recruitment Centre in relation to estate management employment opportunities, to provide local people with a range of opportunities for structured training, appropriate qualifications and skills, employment and career progression within the estate management of the Development.
- (c) details of how the Developer will use reasonable endeavours to work closely with the Skills and Recruitment Centre, to make new occupiers of the Development aware of the initiatives being promoted by the Skills and Recruitment Centre and the benefits of such initiatives.
- (d) details of the internet website the Developer shall provide for the Skills and Recruitment Centre, advertising the skills and employees available through the Skills and Recruitment Centre with a view inter alia to promoting the Centre to the occupiers of the Development, including details of how that web site shall be maintained and how its content shall be sourced, approved and updated.

"Skills and Recruitment Centre"

A centre to be constructed and provided by the Developer in accordance with (i) to (iii) below comprising a centre to offer recruitment and skills services to employers, employees and job-seekers and other business support as may be agreed between the Developer and the Council in order to develop a qualified local workforce with the objective of securing the Local Employment Objective Target. The centre must meet the following minimum specification and in respect of which further details are contained at Schedule B, Part 1:-

- (i) Premises comprising not less than 250 sq m NIA;
- (ii) sited in a reasonably prominent location within the Development such location (or any re-location during the period of its provision) to be approved by the Council before Implementation of the same in accordance with the Review Procedure;
- (iii) fitting out of the centre to be to a Category A Finish.

⁶ "Employment Liaison Officer"

An appropriately qualified person appointed by the Developer at its own expense to promote the business advantages of local recruitment through the Skills and Recruitment Centre to occupiers and to ensure that the service is employer led further details of which are contained at Schedule B, Part 2.

⁷ "Local Employment Objective Targets"

- (a) The provision of high levels of local employment within the end use workforce the target of which shall be at least fifteen per cent (15%) of end use employees to be local residents from the CIZ and WIZ
- (b) The aspirational target shall be thirty per cent (30%) of end use employees to be over time local residents from the CIZ and WIZ and the parties acknowledge that this is an ambitious target.

SECTION E: LOCAL BUSINESS SUPPORT AND LOCAL PURCHASING STRATEGY

1. The R1 Nominees shall use reasonable endeavours to ensure that Local Businesses⁸ benefit directly from the opportunities arising from the construction of the R1 Development.
2. The R1 Nominees shall use reasonable endeavours to use Local Businesses from the Approved Local Suppliers List⁹ (to the extent that the relevant list is in existence at the relevant time) for the supply of relevant goods and services in respect of the on-going management of the R1 Development.

⁸ **"Local Businesses"**

Businesses within CIZ and/or WIZ.

⁹ **"Approved Local Suppliers List"**

A list of suppliers whose businesses are within CIZ and/or WIZ and who are approved by the Developer for the provision of goods and services in respect of the estate management of the Development.

SECTION I: COMMUNITY SAFETY

1. The R1 Nominees shall use reasonable endeavours to assist with and contribute to the following measures contained in Part 2 Section I of the Original Agreement, in relation to the R1 Development:
 - (a) implementing the agreed CCTV Strategy¹⁰ pursuant to paragraph 5 of Section I to the extent that the relevant strategy is in existence at the relevant time;
 - (b) achieving the arrangements agreed with the Metropolitan Police and British Transport Police pursuant to paragraph 6 of Section I in Part 2 of the Original Agreement;
 - (c) contributing to the three yearly review referred to at paragraph 8 of Section I in relation to the R1 Development and the R1 Nominees shall give reasonable assistance to the Council when it implements any changes in relation to the R1 Development in the context of such review.

2. The King's Cross Entity shall be bound by the obligations relating to community safety set out in Part 2, Section I of the Original Agreement to the extent relevant to the Blue Land.

¹⁰ **"CCTV Strategy"**

A strategy, including a timetable, objectives and measures (including a process for review) for those objectives, for integrating any CCTV system installed within the Development with other local CCTV systems, such integration to include a method for the Developer, Council and Metropolitan Police to have access to the digital feed from each others' cameras (a "CCTV Strategy")

SECTION N: PUBLIC REALM AREAS AND DEVELOPMENT ESTATE REALM AREAS

"R1 Public Realm Area"

That part of Beaconsfield Street forming part of the R1 Development and forming part of the principal street network shaded green for illustrative purposes on Plan No. 4 which may be adopted by the Council.

3. OBLIGATIONS

- 2.2 The R1 Public Realm Area, being part of the Public Realm Areas¹¹, shall be constructed under the R1 Planning Permission. The construction, adoption, management and maintenance of the R1 Public Realm Area shall be subject to the obligations on the part of the Developer set out in Part 2, Section N of the Original Agreement and the King's Cross Entity shall be bound by such obligations in respect of the R1 Public Realm Area.

¹¹ **"Public Realm Areas"**

The principal street network and associated public realm for illustrative purposes shaded green on Plan 4 [within the Original Agreement] which may be adopted by the Council.

SECTION Q: PUBLIC ART

- 1 The King's Cross Entity shall be bound by the obligations relating to public art set out in Part 2, Section Q of the Original Agreement to the extent relevant to the R1 Public Realm Area.

SECTION W: ENVIRONMENTAL SUSTAINABILITY

- 1 The R1 Nominees shall use reasonable endeavours to adopt the sustainability strategies within the accredited Environmental Management System¹² as they relate to the R1 Development to the extent that the relevant strategies are in existence at the relevant time.

¹² **“Environmental Management System”**

A system to cover estate management activities within [King's Cross Central] modelled on ISO 14001 which shall include an energy reduction strategy, a sustainable waste strategy, a sustainable water strategy and a materials and purchasing strategy.

SECTION X: ENVIRONMENTAL SUSTAINABILITY - ENERGY

"Environmental Sustainability Plan"

The Environmental Sustainability Plan by URS Corporation Limited dated August 2010

"Plot T1 Energy Centre"

The Energy Centre that has been constructed as Phase 1 of the Plot T1 Development within King's Cross Central (planning approval ref 2009/0415/P) and which will include combined heat and power engines to provide low carbon energy supplies to King's Cross Central.

1. The R1 Nominees shall have due regard in carrying out, managing and maintaining the R1 Development to the contents of the Environmental Sustainability Plan.
2. In relation to the R1 Development the R1 Nominees shall use reasonable endeavours:
 - (a) to achieve a post-construction BREEAM rating of "Excellent";
 - (b) to connect the R1 Development to the site-wide district energy system which will utilise low carbon CHP¹³;
 - (c) to agree terms with the King's Cross ESCo for the supply of heat to the R1 Development;
 - (d) to install photovoltaic cell arrays within the R1 Development to contribute towards the objective of achieving a further 4% reduction in carbon dioxide emissions after the carbon savings arising from connection to the CHP have been taken into account; and
 - (e) to achieve an overall building reduction in carbon emissions of at least 35% compared with the emissions permitted under Part L of Building Regulations 2013, taking into account energy efficiency building design and technology measures, connection to the site-wide low carbon district energy system and installation of photovoltaic cell arrays.
3. The R1 Nominees shall make available for inspection by the Council copies of submissions made by the R1 Nominees under the Statutory Building Regulations Part L Carbon Assessment, in respect of the design of the R1 Development.
4. The R1 Nominees shall make available for inspection by the Council copies of any post-completion review of the R1 Development carried out prior to Occupation in order to show compliance with the Statutory Building Regulations Part L Carbon Assessment.
5. Where measures are installed or taken with the aim of meeting the objectives in paragraph 2 they shall not save for works required to maintain or replace or upgrade them be removed or materially altered without the prior agreement of the Council provided that the relevant measures may only be maintained or replaced or upgraded without the prior

¹³ "CHP"

Combined heat and power.

agreement of the Council if such works contribute to the same or a greater extent as the existing measures to achieving the objectives set out in paragraph 2(d) and (e) above.

SECTION Y: ENVIRONMENTAL SUSTAINABILITY - CONSTRUCTION MATERIALS/CONSTRUCTION WASTE

"Construction Materials and Purchasing Strategy" A strategy to:

- reduce materials usage, for example by reviewing the structural loading criteria for the building;
- minimise waste, for example through purchasing to precise specifications and the collection of waste in segregated containers, for subsequent recycling on or off site;
- use recycled materials, for example materials from those buildings, structures and other surfaces which are to be demolished may be salvaged for re-use or recycled;
- promote sustainable techniques and principles, for example by designing buildings for adaptability and flexibility and eventual deconstruction/re-use;
- apply a material selection hierarchy based on sustainability criteria, for example BREEAM assessment, life cycle analysis and/or the UK Ecopoints scheme.

1. Upon Implementation of the R1 Development the R1 Nominees shall use reasonable endeavours to implement the Construction Materials and Purchasing Strategy and apply it in agreeing specifications and targets in contracts with contractors, designers and suppliers of services in relation to the construction of the R1 Development.
2. The R1 Nominees shall use reasonable endeavours to achieve the following construction targets during the carrying out of the R1 Development:
 - (a) at least forty per cent (40%) of the materials credits available under the BREEAM methodology;
 - (b) fifty per cent (50%) of all aggregate used on site to come from reclaimed materials and sources;
 - (c) all paints, sealants and flame retardants to be water based, non-toxic and not contain VOCs;
 - (d) all timber products to be from sustainable sources and recognised under a registered eco scheme such as the Forestry Stewardship Council scheme or equivalent;
 - (e) no ozone depleting chemicals to be used; and
 - (f) all textile based floor finishes and covering to use natural fibres sourced from sustainable sources.
3. The R1 Nominees shall use reasonable endeavours to minimise packaging waste associated with the delivery of construction materials for the R1 Development.

SECTION Z: ENVIRONMENTAL SUSTAINABILITY - WASTE

1. The R1 Nominees shall provide occupiers of the R1 Development with Waste Information Packs¹⁴.
2. The R1 Nominees shall use reasonable endeavours to obtain feedback regarding the success or popularity regarding the initiatives contained within such packs.

¹⁴ **"Waste Information Packs"**

Information (including appropriate information provided by the Council) regarding recycling, and reuse of materials and sustainable purchasing, including as appropriate:

- (a) advice on waste avoidance through purchasing;
- (b) re-use of unwanted items either directly or indirectly through charity shops;
- (c) unwanted goods exchange;
- (d) junk mail prevention measures;
- (e) recycling services available;
- (f) home composting;
- (g) waste watch business network;
- (h) educational visits to schools, residential groups and businesses.

SECTION AA: ENVIRONMENTAL SUSTAINABILITY - WATER

1. In relation to the R1 Development the R1 Nominees shall use reasonable endeavours to incorporate water efficiency measures such that the design secures at least seventy five per cent (75%) of the water credits available under the BREEAM Methodology, including sixty cent (60%) of potable water consumption credits.

SECTION DD: CODE OF CONSTRUCTION PRACTICE

1. Subject to paragraph 2 the R1 Nominees shall carry out the R1 Development having due regard to the relevant COCP¹⁵ to the extent that the provisions of the COCP are relevant to the R1 Development.
2. Best practice from time to time in the management of the environmental impacts of construction will be used by the R1 Nominees as a guiding principle to inform decisions taken during the construction process for the R1 Development.
3. In the carrying out of the R1 Development the R1 Nominees shall (in the manner set out in the COCP):
 - (a) maintain an individual with overall responsibility for implementing the COCP;
 - (b) make the COCP part of each contractor's contract documents;
 - (c) use reasonable endeavours to ensure that the same terms are set out in the terms of appointment of statutory undertakers and other utility providers;
 - (d) form a community relations team;
 - (e) procure the preparation of and make available and review as appropriate the CEMPs in each case in consultation with the Council;
 - (f) prepare method statements setting out the way in which the objectives of the COCP and CEMP¹⁶ will be addressed in relation to particular tasks and in particular locations;
 - (g) identify a focal point for the dissemination of information and handling of any complaints about construction issues including the provision of details of a relevant helpline and website;
 - (h) implement a public relations strategy;
 - (i) set on site working hours and advance notification procedures for activities likely to generate high levels of noise that meet the objectives of the COCP and CEMP;
 - (j) apply a good housekeeping standard to site layout and site appearance;
 - (k) address site security and evacuation arrangements;
 - (l) carry out works in such a way that inconvenience to the public arising from increases in traffic flows and the disruptive effects of construction traffic on local and main roads is limited;

¹⁵ "COCP"

The Revised Code of Construction Practice dated September 2005 which sets out how the Developer will implement construction activities throughout the phased implementation of the Development together with such amendments for which there may from time to time be agreed between the Developer and the Council.

¹⁶ "CEMP"

The Construction Environmental Management Plans meeting the minimum requirements of Appendix 1 of the COCP.

- (m) use best practicable means to control and limit noise and vibration levels so that residential properties and other sensitive receptors are protected from excessive or unnecessary noise and vibration levels arising from the construction activities;
 - (n) use best practicable means to minimise the emissions to air of pollutants (particularly dust, fine particles and nitrogen dioxide);
 - (o) carry out the works in such a way as to prevent, contain or limit, as far as reasonably practicable, any adverse impacts arising from the presence of contaminated material encountered during the construction activities;
 - (p) manage the disposal of waste, including surplus spoil, to maximise the environmental and development benefits from the use of surplus spoil and to minimise any adverse effects of disposal, as far as practicable, through the control measures specified;
 - (q) protect surface and groundwater from pollution and other adverse impacts including changes to water levels, flows and quality, through the control measures specified;
 - (r) contain disturbance to landscape and townscape;
 - (s) carry out construction works in such a way as to minimise any detrimental effects to the health of local residents, visitors to the area and construction workers, through the control measures specified;
 - (t) ensure the provision of information to local authorities and the wider public;
 - (u) consult with local residents and businesses where particular or local effects may be anticipated;
 - (v) implement the suggested approach to workforce opportunities consistent with the requirements of Section A;
 - (w) report the results of the monitoring of noise and air quality, and of the effect of the COCP and CEMP, to the Construction Impact Group for review.
4. On request the R1 Nominees shall provide details of the CEMP audits referred to in Appendix 1 of the COCP to the extent that such audits relate to the R1 Development.
5. The King's Cross Entity shall be bound by the obligations relating to the COCP set out in Part 2, Section DD of the Original Agreement to the extent relevant to any part of the R1 Development which will be carried out upon the Blue Land.

SECTION FF: GREEN TRAVEL INITIATIVES

1. The R1 Nominees shall use reasonable endeavours to support and facilitate the implementation of the Travel Plan¹⁷ in the context of the R1 Development with the assistance of the Travel Plan Co-ordinator¹⁸ to the extent that such post is in existence at the relevant time.

¹⁷ "Travel Plan"

The Green Travel Plan dated April 2004 setting out a package of measures to be adopted with a view to :

- (a) reducing the need for travel;
- (b) promoting and encouraging the use of sustainable modes of transport;
- (c) understanding how people travel to, from and within the Development as it develops over time;
- (d) improving the quality of travel information available to occupiers and their staff, residents and visitors;
- (e) developing initiatives in partnership with incoming businesses and residential communities;
- (f) promoting the Multi Storey Car Park for car storage as opposed to car use, establishing city car club facilities and marketing these facilities to car users.

¹⁸ "Travel Co-ordinator"

An appropriately qualified and/or experienced individual appointed by the Developer to work with the Council, TfL and other appropriate bodies to deliver the objectives of the Travel Plan and in particular to :

- (a) deliver travel plan initiatives across the Development, for example by playing an active role in organisations in the area and providing support and ideas on travel initiatives;
- (b) encourage new occupiers of the Development either to:
 - (i) adopt and comply with the Travel Plan insofar as it relates to their operations and premises; or
 - (ii) prepare their own travel plan with the Travel Co-ordinator's assistance

and in both cases establishing a mechanism for the dissemination of information to the occupier's own staff, visitors and other users of the occupiers' buildings;

- (c) establish, manage and facilitate the Bicycle User Group and provide a forum for users of the Bicycle User Group;
- (d) co-ordinate and provide to the Developer and the Council regular monitoring to confirm how effective the Travel Plan has been in meeting the objectives and to provide up to date travel pattern data;
- (e) monitor the travel behaviour of staff, companies and others within the Development (with their support);
- (f) review existing data sources (for example pedestrian footfall counts, car park usage, automatic traffic counts);
- (g) collect data for specific user groups, for example shopper surveys (which may include quantitative and attitudinal surveys);

2. The R1 Nominees shall work with the Travel Co-ordinator to prepare and implement a travel plan for the R1 Development (the "R1 Travel Plan") which should be consistent with the Travel Plan in so far as it relates to the R1 Development.
3. The R1 Nominees will advertise and promote the measures to facilitate the R1 Development's accessibility including through text being incorporated into brochures and other appropriate information relating to the R1 Development and into publicity material as appropriate and by making copies of the Travel Plan and/or the R1 Travel Plan (as appropriate) available to occupiers of the R1 Development.
4. From First Occupation of the R1 Development the R1 Nominees shall use reasonable endeavours to ensure that all occupiers, employees and visitors to the R1 Development are well informed about the travel choices and facilities available to and from the R1 Development.
5. The R1 Nominees shall ensure that the R1 Travel Plan is monitored and shall prepare a report for submission to the Council and the Travel Co-ordinator in an agreed format every two (2) years on the anniversary of First Occupation of the R1 Development providing information on the implementation of the R1 Travel Plan and the success in achieving objectives.

-
- (h) carry out or procure surveys focused on a particular Travel Plan measure or initiative, for example travel diaries for a sample of residents and web-based surveys of occupiers and their staff;
 - (i) co-ordinate with other surveys of traffic patterns in the area, for example entry and exit counts at the mainline stations undertaken by the station operators;
 - (j) facilitate and monitor proposals for car sharing and for car clubs;
 - (k) arrange the submission of an updated Travel Plan as required under paragraph 5 of this Section FF with a view to securing an on-going process of continuous improvement.

SECTION LL: RETAIL

1. The R1 Nominees shall, in the context of the R1 Development, endeavour to comply with the terms of the Retail Framework¹⁹.
2. Save where the use, location and size of any unit of Class A floorspace is consistent with the Retail Framework, as soon as practicable and in any event prior to First Occupation of the relevant retail unit, the R1 Nominees shall submit the proposed use, location and size of each retail unit (Use Class A) to the Council for approval.

¹⁹ "Retail Framework" The details set out in Schedule LL [of the Original Agreement] entitled Retail Framework. In relation to Zone R that states:

Use – No units to be first occupied within Class A4 and A5 unless and until the Council has approved in writing the size and location of such units, having regard to the need to protect residential amenity.

Unit size – No A3 unit shall exceed 250 sq m GIA unless otherwise agreed in writing by the Council.

SCHEDULE 1

KING'S CROSS CENTRAL:

S106 THRESHOLDS AND TRIGGERS THE R1 DEVELOPMENT WOULD COUNT TOWARDS IF SUBMITTED UNDER RESERVED MATTERS

For the avoidance of doubt nothing in this schedule creates or allocates any financial obligations in respect of the R1 Development to the R1 Nominees.

FLOORSPACE THRESHOLDS/TRIGGERS WITHIN THE ORIGINAL AGREEMENT AGAINST WHICH 9,103 SQ. M. GEA (8,716 SQ. M. GEA OF B1 OFFICE AND 387 SQ. M. GEA OF A1 – A5 RETAIL) OF THE R1 DEVELOPMENT SHOULD BE TAKEN INTO ACCOUNT		
Paragraph	Description	Note
Part 2 Section B Paragraph 3 parts (g) to (i)	Training payments when defined levels of floorspace have been Practically Completed	Payments under (a) to (f) already made.
Part 2 Section C Paragraph 1	Contributions towards the establishment and operation of the Credit Union and Community Development Finance Initiatives	Payments under (i) to (iii) already made.
Part 2 Section D Paragraph 1	Delivery of Small Business Space and Voluntary Sector Space	
Part 2 Section T Paragraph 3	Approval of Regent's Canal North Plan before more than 100,000 GEA of buildings to the north of the Regent's Canal is First Occupied and undertaking of works	Plan approved and works in progress.
Part 2 Section T Paragraph 7	Approval of the Camley Street Steps Plan before more than 250,000 GEA of buildings to the north of the Regent's Canal is First Occupied and undertaking of works	Plan approved and works in progress.
Part 2 Section FF Paragraphs 13 and 14	Establishment of Car Club and Estate Servicing Strategy prior to practical completion of 75,000sq m GEA of B1	
Part 2 Section HH Paragraphs 5 and 6	Payment of the Route 63 Contribution prior to 100,000 sq m GEA of floorspace or (1,000 residential units) for uses within B1, C1, A1-A5 and D1 and D2 Use Classes in buildings to the north of the Regent's Canal	
Part 2 Section HH Paragraphs 8 and 9	Payment of the Route 394 Contribution prior to First Occupation of 175,000 sq m GEA of floorspace for uses within B1, C1, A1-A5 and D1 and D2 Use Classes in buildings to the north of the Regent's Canal	

PERCENTAGE BASED THRESHOLDS/TRIGGERS WITHIN THE ORIGINAL S106 AGREEMENT WHICH SHOULD TAKE INTO ACCOUNT 9,103 SQ. M. GEA (8,716 SQ. M. GEA OF B1 OFFICE AND 387 SQ. M. GEA OF A1 – A5 RETAIL) OF THE R1 DEVELOPMENT		
Paragraph	Description	Note
Part 2 Section B Paragraph 16	Payment for professional advice on the continuation of the SRC on or prior to the date that 80% of the Development measured by permitted floorspace is Practically Completed.	Many of these thresholds/triggers sit alongside an alternative threshold/trigger on number of Development Plots – see below.
Part 2 Section O Paragraph 1	Provision or procuring of a detailed highway scheme (for defined sections of York Way, Goods Way and Pancras Road) before more than 75% of the floorspace of the Development is First Occupied.	
Part 2 Section O Paragraph 4	Payments and contributions for highway works (as defined) before more than 75% of the Development is First Occupied.	
Part 2 Section P Paragraph 4	Payments and contributions for landscape works (as defined) before more than 75% of the permitted floorspace within the Development is Occupied.	
Part 2 Section Q Paragraphs 3 and 4	Amount to be spent on public art may be triggered (depending on other thresholds) by practical completion of no more than 90% of the Development by permitted floorspace.	
Part 2 Section Q Paragraph 6	Provision of water features may be triggered (depending on other thresholds) by practical completion of no more than 90% of the Development by permitted floorspace	
Part 2 Section S Paragraph 3	Practical Completion of BR3 or payment of £250,000 before no more than 75% of the permitted floorspace within the Development is First Occupied.	
Part 2 Section T Paragraph 5	Options for the Council if the Practical Completion of BR3 is likely to be later than the date 75% of the permitted floorspace within the Development would be First Occupied.	
Part 2 Section T Paragraph 7	Demonstration of the Camley Street Steps Plan before more than 250,000m ² GEA of buildings to the north of the Regent's Canal is First Occupied.	
Part 2 Section X Paragraph 12	No more than 80% of the Development as measured by permitted floor space or 35 of	

	the 44 Development Plots shall be First Occupied until the fuel cell has been Practically Completed and is operational.	
Part 2 Section EE Paragraph 7	The right to use up to 250 car parking spaces in the Multi Storey Car Park is subject to an obligation that prior to Practical Completion of 90% of the Development or 40 of the 44 Development Plots the Development must have been constructed in accordance with condition 49 (car parking standards) of the Planning Permission.	
Part 2 Section LL Paragraph 1	No more than 45,925m ² GEA shall be built out or First Occupied for Class A Floorspace (less any Class A Floorspace built or First Occupied within the Triangle Site) of which (a) no more than 32,500m ² GEA shall be for uses within Classes A1 and A2; and (b) no more than 15,000m ² GEA shall be for uses within Classes A3 to A5	
THRESHOLDS/TRIGGERS WITHIN THE ORIGINAL AGREEMENT WHICH MEASURE THE NUMBER OF PLOTS FIRST OCCUPIED AND AGAINST WHICH THE OCCUPATION OF THE R1 DEVELOPMENT WOULD BE RELEVANT		
Part 2 Section Q Paragraph 3 and 4	Amount to be spent on public art may be triggered (depending on other thresholds) by Practical Completion of no more than 40 of the 44 Development Plots	Many of these thresholds/triggers sit alongside an alternative threshold/ trigger on percentage of floorspace – see above.
Part 2 Section Q Paragraph 6	Provision of water features may be triggered (depending on other thresholds) by Practical Completion of no more than 40 of the 44 Development Plots	
Part 2 Section S Paragraph 3	Practical Completion of BR3 or payment of £250,000 before no more than 33 of the 44 Development Plots is First Occupied	
Part 2 Section T Paragraph 5	Options for the Council if the Practical Completion of BR3 is likely to be later than the date more than 33 of the 44 Development plots would be first Occupied.	

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



R. Alexander
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]*

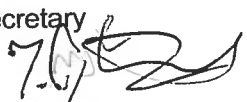
KCC NOMINEE 1 (R1) LIMITED in the presence of :-)
)
)

Director *[Signature]*

Director/Secretary *[Signature]*

KCC NOMINEE 2 (R1) LIMITED in the)
presence of :-)
)

Director 

Director/Secretary 

AGA KHAN UNIVERSITY FOUNDATION in the)
presence of :- acting by Andie Ardoir)
being a person who, in accordance)
with the laws of Switzerland, is acting)
under the authority of the Foundation)
Director-

Director/Secretary Signature: 