

DATED 1ST NOVEMBER 2017

(1) PANTHER HOUSE DEVELOPMENTS LIMITED

and

(2) HSBC BANK PLC

and

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

A G R E E M E N T

relating to land known as

**Panther House, 38 Mount Pleasant and The Brain Yard,
156-164 Gray's Inn Road London WC1X
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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Legal/JL/1663.39
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THIS AGREEMENT is made the 1ST day of NOVEMBER 2017

BETWEEN:

- i. **PANTHER HOUSE DEVELOPMENTS LIMITED** (Co. Regn. No. 9393098) whose registered office is at 73 Cornhill, London EC3V 3QQ (hereinafter called "the Owner") of the first part
- ii. **HSBC BANK PLC** (Co. Regn. No. 14259) whose registered office is at 8 Canada Square, London E14 5HQ (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under Title Numbers NGL239600 and NGL769341 subject to charges to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A planning application for the Development of the Property was submitted to the Council and validated on 10 December 2015 and the Council resolved to grant permission conditionally under reference number 2015/6955/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under legal charges registered under title numbers NGL239600 and NGL769341 and dated 23 February 2015 is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Housing"	low-cost Social Rented Housing and Intermediate 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	"Affordable Housing Units"	the 3 Intermediate Housing Units within the Development to be constructed fitted out and occupied exclusively as Affordable Housing
2.4	"Affordable Housing Deferred Contribution"	the sum of £2,494,250 (two million four hundred and ninety-four thousand two hundred and fifty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
2.5	"the Affordable Workspace"	the subsidised workspace within the ground floor and basement of the Development comprising 1,450m ²

		<p>and including its own dedicated ground floor entrance with a reception area, staircase and platform lift the same as shown hatched blue on Plans 1 and 1A</p>
2.6	<p>“the Affordable Workspace Floorspace Plan”</p>	<p>A plan setting out the measures that the Owner will adopt to ensure that the Affordable Workspace remains flexible and affordable so as to be suitable for small and medium enterprises including (but not limited to):</p> <ul style="list-style-type: none"> (a) the rental level of the Affordable Workspace to be 20% lower than comparable space found within a half-mile radius of the site for an initial 10-year period following Occupation; (b) a minimum of 45% of the Affordable Workspace to consist of individual studios designated as B1c studio and or maker space, with the target size of each studio and or maker space to be no more than 30sq m and the maximum size of each studio or maker space to be no more than 100 sq m; (c) the rental level of the B1c studio and/or maker space to be 20% lower than comparable B1c studio/maker space found within a half-mile radius of the site for an initial 10-year period following Occupation following which the rental level will thereafter be set at a rate 20% lower than the average rental level across the rest of the employment (B1) space within the Development; (d) any service or other charges applied to the affordable workspace should be at a ratio to the rental level that reflects average charges for comparable B1c studio/maker space in the area for an initial 10-year period following Occupation, following which any service or other

		<p>charges will be set at a rate 20% lower than the average rental level across the rest of the employment (B1) space within the Development;</p> <p>(e) subject to marketing criteria, the basement space would be made available to 'start-ups' and small and medium enterprises in an agreed ratio of cellular and open-plan provision; and</p> <p>(f) a cascade mechanism under which the Owner will market the Affordable Workspace in accordance with the terms of this Agreement and the Affordable Workspace Floorspace Plan for a period of no less than 1 year, following which the Owner shall be entitled to market any remaining Affordable Workspace which has not been let for open B1 use and without any restriction on the ratio of cellular to open-plan provisions</p>
2.7	"the Affordable Workspace Marketing Plan"	<p>A plan setting out the measures that the Owner will adopt to ensure that the Affordable Workspace is marketed to small and medium enterprises in the local area including (but not limited to):</p> <p>(a) a requirement that prior to Occupation of the Affordable Workspace the Owner will use best endeavours to market the Affordable Workspace exclusively to businesses and individuals who held a rental tenancy in relation to the Property between February 2015 and the Implementation Date</p> <p>(b) in first letting to tenants, the tenancy offered shall be for a minimum of five years unless the tenant requests otherwise; and</p> <p>(c) a strategy for marketing the affordable workspace through local business networks</p>

		such as Business Improvement Districts.
2.8	"Agreed Viability Appraisal"	The report submitted with the Planning Application and titled 'Financial Viability Assessment Report' [<i>the report itself is undated</i>] and the updated report titled 'Revised Scheme Appraisal : January 2017' both by Affordable Housing Solutions Ltd
2.9	"the Agreement"	this planning obligation made pursuant to Section 106 of the Act
2.10	"the Burland Category of Damage"	an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto
2.11	"Carbon Offset Contribution"	the sum of £100,710 (one hundred thousand seven hundred and ten pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
2.12	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.13	"the Christopher Hatton School Works Contribution"	the sum of £25,000, £7,000 of which the Council acknowledges has already been paid by the Owner and which has been applied in respect of the design work for the proposed works of enhancement of the entrance to the Christopher Hatton School. The works shall include the cost of professional services relating to the design of and the cost of providing new gates
2.14	"Commencement of	means the date of commencement of the Demolition

	Demolition "	Works and the words "Commence" and "Commenced" shall be construed accordingly
2.15	"the Commercial Elements"	those parts of the Development to be used for the B1 use permitted by the Planning Permission
2.16	"the Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) per apprentice to be paid by the Owner to the Council in lieu of construction apprentice provision
2.17	"the Construction Apprentice Support Contribution"	the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of apprentices
2.18	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking any demolition works and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto 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>(a) a statement to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings or structures on the Property and the building out of the</p>

		<p>Development;</p> <p>(b) proposals to ensure there are no adverse effects on the Hatton Garden Conservation Area features</p> <p>(c) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(d) 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);</p> <p>(e) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(f) 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</p>
2.19	"the Construction Management Plan Implementation Support Contribution"	the sum of £7,620 (seven thousand six hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management

		Plan during the Construction Phase
2.20	"the Construction Phase"	<p>the whole period between:-</p> <p>(a) the Commencement of Demolition; and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p>
2.21	"the Contributions"	<p>means the following contributions to be paid under this Agreement:</p> <p>(a) Viability Certified Sum;</p> <p>(b) Carbon Offset Contribution;</p> <p>(c) Construction Apprentice Default Contribution;</p> <p>(d) Construction Apprentice Support Contribution;</p> <p>(e) Construction Management Plan Implementation Support Contribution;</p> <p>(f) Decentralised Energy Network Contribution;</p> <p>(g) Employment and Training Contribution;</p> <p>(h) Highways Contribution;</p> <p>(i) Pedestrian Cyclist and Environmental Contribution;</p> <p>(j) Public Open Space Contribution;</p> <p>(k) Travel Plan Monitoring Contribution;</p> <p>and the term "Contribution" shall mean any one of the Contributions</p>
2.22	"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

2.23	"Decentralised Energy Network"	a decentralised energy network between the Development and other nearby developments (including but not limited to development at Cavendish Mansions Cockpit Yard and the Council's own scheme at Wren Street) served by a shared energy centre
2.24	"Decentralised Energy Network Contribution"	the sum of £92,717 (ninety-two thousand seven hundred and seventeen pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the costs of establishing a decentralised energy network in the vicinity of the Development
2.25	"Decentralised Energy Network Feasibility Study"	a study to investigate technical feasibility and commercial viability of establishing a Decentralised Energy Network
2.26	"Demolition Works"	the carrying out of any material operation as defined in Section 56 of the Act including the works for the demolition of the existing buildings at the Property as referred to in the Planning Permission and works for or in connection with façade retention and related works shall constitute works of demolition and the term "Demolition" shall be construed accordingly save that for the purposes of this Agreement the following shall be deemed not to be material operations: asbestos removal, soft strip, site or soil investigations ground investigations, site survey works and the erection of temporary hoardings
2.27	"Detailed Basement Construction Plan"	a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all

	<p>impacts of the Development on neighbouring properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and neighbouring properties as described in the Basement Impact Assessment dated March 2016 submitted in support of the Planning Application and to include:</p> <ul style="list-style-type: none"> (a) further investigation of groundwater equilibrium conditions and seasonal variations, as well as groundwater flow; (b) details of adjacent boundary foundations to be incorporated into the final design of the retaining walls; (c) a finalised temporary works scheme including confirmation of any grouting activity; (d) confirmation of any construction phasing; (e) resubmitted ground movement and building damage assessment taking into account the observations made in the BIA Audit (F2) reflecting the finally agreed construction methodology; (f) a specific ground movement monitoring proposal <p>and to include the following key stages:-</p> <ol style="list-style-type: none"> 1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having
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		<p>relevant experience of sub-ground level construction commensurate with the Development ("the Basement Design Engineer") and for details of the appointment to be submitted to the Council for written approval in advance (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,</p> <p>2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-</p> <p>(a) that the design plans have been undertaken in strict accordance with the terms of this Agreement and in accordance with the provisions of the Party Wall Act 1996 incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of neighbouring properties have been incorporated into the final design; and</p> <p>(b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the neighbouring properties beyond "Very Slight" with reference to Category 1 of the Burland Category of Damage; and</p> <p>(c) that the Basement Design Engineer having confirmed that the design plans have been</p>
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		<p>undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vi) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan:</p> <ul style="list-style-type: none"> (i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the neighbouring properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be offered if this is not undertaken in full or part); (ii) a method statement detailing the proposed method of ensuring the safety and stability of neighbouring properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works; (iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and
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		<p>basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;</p> <p>(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;</p> <p>(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the neighbouring properties and the local water environment (surface and groundwater); and</p> <p>(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing);</p>
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		<ol style="list-style-type: none"> 3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") and for details of the appointment of the Certifying Engineer to be submitted to the council for written approval in advance; 4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans; 5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement; and 6. The Owner to respond to any further questions and
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		<p>requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.</p>
2.28	"the Development"	<p>Redevelopment of the site following partial demolition of Panther House and Brain Yard buildings, partial demolition of 160-164 Gray's Inn Road and demolition of 156 Gray's Inn Road. Proposals would result in part 4 storey, part 7 storey (plus plant and basement) buildings at Panther House and Brain Yard for predominantly employment (B1) uses (including 1450sq.m of subsidised workspaces) and a new 7 storey (plus plant and basement) building at 156-164 Gray's Inn Road behind the retained façade of 160-164 Gray's Inn Road to provide flexible retail/restaurant (A1/3) uses at ground and basement levels with 15 self-contained residential units (C3) (including 3 Intermediate Rent flats) at the upper levels. Associated landscaping, plant and public realm works as shown on drawing numbers OS Map Scale 1:1250; (Existing Drawings [01] P001, P099-105, and P200-206); (Demolition Drawings [12] P099-106); (Proposed Drawings [00] P098 Rev 00, P099-107 Rev 03, and P200-206 Rev 02); Design and Access Statement dated 08/12/2015; Planning Statement dated December 2015; Heritage and townscape appraisal dated December 2015 and Addendum dated May 2016; Environmental Noise Survey and Noise Impact Assessment Report (22233/NIA1) dated 10/08/2015; Air Quality Assessment (LP/CC/P15-908/01) dated November 2015; Historic environment assessment</p>

		dated December 2015; Structural Report and Basement Impact Assessment dated 04/12/2015; Basement Impact Assessment Report dated March 2016; Flood Risk Assessment and Surface Water Drainage Statement (5501/001/R01) dated November 2015; Statement of Community Involvement December 2015; Sustainability and energy report dated 08/12/2015; Draft Workplace Travel Plan dated December 2015; Transport Statement dated December 2015; Phase 1 Preliminary Risk Assessment dated August 2015; Arboricultural Report (151224-PD-11) dated January 2016; Preliminary Ecological Appraisal Report dated January 2016; Public Realm Security Features & Design Elements; Financial Viability Assessment Report; Planning Application Addendum 2; Structural Report and Basement Impact Assessment Issue 2 dated 09/01/2017 and Daylight and Sunlight (ref: 9109) dated 09/01/2017
2.29	"the Employment and Training Contribution"	the sum of £67,503.30 (sixty seven thousand five hundred and three pounds and thirty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to provide training and/or employment opportunities within the London Borough of Camden
2.30	"the Employment and Training Plan"	a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.17 and 4.18 of this Agreement.
2.31	"the Energy Efficiency and Renewable Energy Plan"	a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy

		<p>emissions through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> (a) the incorporation of measures set out in the submission document entitled Sustainability and Energy Report dated 8 December 2015 to achieve a 20% reduction in CO2 emissions beyond the Part L 2013 baseline (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 21.6% in carbon emissions in relation to the Property (equating to 19.7% in relation to the residential parts) using a combination of complementary low and zero carbon technologies; (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings; (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant; (e) details of measures to enable connection to a future heat energy network at the boundary of the Property (f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) and/or NCM (for non-residential) calculations certifying that the measures
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		<p>incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(h) 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</p>
2.32	"Façade Retention Plan"	A plan setting out a full construction method statement for the retention of the existing façade of 160-164 Gray's Inn Road
2.33	"Gas Boiler"	A heating and hot water system led by a communal gas boiler
2.34	"the Highways Contribution"	the sum of £109,668.80 (one hundred and nine thousand six hundred and sixty eight pounds and eighty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the

		Highways Works
2.35	"Highways Works"	<p>works to the public highway and associated measures in the vicinity of the Property such works to include the following:-</p> <ul style="list-style-type: none"> (a) the upgrade of the parts of Mount Pleasant hatched red on Plan 3 to provide a shared surface treatment (b) resurfacing the footways, kerb and carriageway adjacent to the Property; (c) removal of the vehicle crossing on Gray's Inn Road (d) any other works the Council acting reasonably requires as a direct result of the Development <p>and 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 <u>excludes any statutory undertaker's costs</u></p>
2.36	"the Implementation Date"	<p>the date any works are carried out pursuant to the Planning Permission following completion of the ground bearing concrete slab at ground floor level and any works prior to that, whether or not consisting of a material operation as defined in Section 56 of the Act will not constitute Implementation of the Planning Permission and references to "Implementation" and "Implement" shall be construed accordingly</p>
2.37	"Intermediate Housing Units"	<p>the 3 units of Intermediate Rented Housing forming part of the Development comprising 2 x 1-bedroom and</p>

		1 x 2-bedroom units on the first floor of the building at 156-164 Gray's Inn Road the same as shown hatched blue on Plan 2
2.38	"Intermediate Rented Housing"	<p>Affordable Housing available for rent above target rents but substantially below open market levels occupied on the following basis:-</p> <p>(a) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Mayor of London document entitled: Homes for Londoners - Affordable Homes Programme 2016-21 Funding Guidance;</p> <p>(b) is consistent with Camden Supplementary Planning Document "Camden Planning Guidance CPG2 - Housing" and the requirements set out in paragraph 3.61 of the London Plan or its successor policies (subject to annual reviews);</p> <p>(c) provides housing where the annual housing costs for each intermediate rented home (including rent and service charge) shall:-</p> <p>(i) be affordable to rent to individuals who are on incomes of £50,000 per annum for the one bed units and up to £60,000 for the two bed units so that they are paying no more than 40% of net income on rent and service charge (with annual rent increases to not exceed the interest in the Consumer Price Index +1%);</p> <p>(ii) not exceed the Inner North London Local Housing Allowance rates for homes with the same number of bedrooms;</p> <p>(iii) not exceed rents for market homes with</p>

		<p>the same number of bedrooms available in any part of the London Borough of Camden;</p> <p>(iv) have regard to such caps on overall benefits that the Government may introduce</p> <p>in the first instance be marketed to people who are registered on the Council's Intermediate Housing Register of Interest and in line with the Council's Priority Matrix for Intermediate Housing.</p>
2.39	"King's Cross Construction Centre"	the Council's flagship skills construction training centre providing advice and information on finding work in the construction industry
2.40	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.41	"Local Procurement Code"	the code annexed to the Second Schedule hereto
2.42	"the Mount Pleasant Studios Works"	<p>works of enhancement to the parts of Mount Pleasant to include (but not limited to) the following:</p> <p>a) Upgraded landscaping within the area located between the Studios building and the Boundary with the Site hatched red on Plan 4; and</p> <p>b) Provision of a new gated access to this area from Mount Pleasant</p>
2.43	"the Mount Pleasant Studios Works Specifications"	full plans and specifications of the design layout and materials for the Mount Pleasant Studios Works including details of surfacing and materials, location of

		any ancillary street furniture [to be developed by the Owner in consultation and in liaison with a representative of the Mount Pleasant Studios, as nominated by the Council
2.44	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.45	"the Operational Objective"	the Owner's need to secure the construction safe access and successful delivery of the Development in accordance with the Planning Permission and in accordance with the timescale shown on the Construction Management Plan as approved (insofar as this is consistent with statutory requirements highway safety and health and safety implications)
2.46	"the Parties"	mean the Council the Owner and the Mortgagee
2.47	"the Pedestrian Cyclist and Environmental Contribution"	the sum of £290,000 (two hundred and ninety thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of various transport pedestrian cycle and public realm improvements in the vicinity of the Development
2.48	"Plan 1"	the plan showing the Affordable Workspace at lower ground floor annexed at the Third Schedule and labelled Plan 1
2.49	"Plan 1A"	the plan showing the Affordable Workspace at lower ground floor 2 annexed at the Third Schedule and labelled Plan 1A
2.50	"Plan 2"	the plan showing the Intermediate Housing Units annexed at the Third Schedule and labelled Plan 2

2.51	"Plan 3"	the plan showing the parts of Mount Pleasant to be upgraded annexed at the Third Schedule and labelled Plan 3
2.52	"Plan 4"	the plan showing the Mount Pleasant Studios Works annexed at the Third Schedule and labelled Plan 4
2.53	"Plan 5"	the plan showing the Property annexed at the Third Schedule and labelled Plan 5
2.54	"Plan 6"	the plan showing the Pedestrian Route annexed at the Third Schedule and labelled Plan 6
2.55	"the Planning Application"	a planning application in respect of the Development of the Property submitted to the Council and validated on 10 December 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/6955/P subject to conclusion of this Agreement
2.56	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.57	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto at the Fourth Schedule
2.58	"the Property"	the land known as Panther House, 38 Mount Pleasant and The Brain Yard, 156-164 Gray's Inn Road London WC1X the same as shown edged red on Plan 5
2.59	"the Public Highway"	any carriageway footway and/or verge adjoining the

		Property maintainable at public expense
2.60	"Pedestrian Route"	the new pedestrianised route to be created by the Development between Gray's Inn Road and Mount Pleasant as shown hatched orange on Plan 6
2.61	"Public Open Space Contribution"	the sum of £21,053.80 (twenty one thousand and fifty three pounds and eighty pence) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision, maintenance and/or improvement of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development
2.62	"Pedestrian Route Management Plan"	<p>a plan setting out the management, maintenance, renewal, cleaning, servicing, security and fire safety of the Pedestrian Route including the following:</p> <p>(a) measures governing the use of the Pedestrian Route by the public and to secure public access to the Pedestrian Route from 06:00 until 00:00 for use by the public on foot only or as otherwise agreed by the Council in writing including signs to be erected along the Pedestrian Route by the Owner evidencing a lack of intention to dedicate a public right of way</p> <p>(b) measures for the maintenance of any hard and soft landscaping seating or other furniture and any other equipment or facilities within the Pedestrian Route and to ensure the Pedestrian Route is kept safe and in a useable condition and in good and substantial repair free from hazards obstacles and obstructions and fit in all respects for use by the public;</p>

		<p>(c) details of the management, waste control, cleaning, draining, servicing and upkeep and details of how the Owner will coordinate maintenance of the Pedestrian Route with adjoining property owners (if relevant);</p> <p>(d) the incorporation of measures (including details of operation of safety measures and equipment, lighting, CCTV and fire safety) along the Pedestrian Route and any interface with adjoining public highway to secure public safety to minimise anti-social behaviour;</p> <p>(e) the ability for the Owner on up to 5 occasions in any calendar year on giving not less than two weeks' written notice to the Council to close the Pedestrian Route for some or all of a day provided that prior notice of such closure must be posted at both entrance gates to the Pedestrian Route for at least one week prior to the closure and signs posted during the closure directing pedestrians to an alternative route, including provisions that the Pedestrian Route may be closed on Christmas Day each year without the need for notice or the erection of signs;</p> <p>(f) the inclusion of a mechanism for review and amendment of the above measures at a frequency agreed between the Council and the Owner.</p>
2.63	"Reasonable Endeavours"	where there is a reasonable endeavours obligation on the part of a party in this Agreement it is agreed by the parties to the Agreement that the party under an obligation to use reasonable endeavours in respect of a matter specified herein will not thereby be required to take proceedings (including any appeal) in any court

		public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such party shall be bound to attempt to fulfil the relevant obligations by the expenditure of such effort and/or such sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of the relevant obligation) may be reasonable and commercially sensible to expect; in the case of the Owner of a competent commercial prudent developer in the context of the Development,; in the case of the Council, of a competent local authority acting reasonably in the context of its statutory functions and having regard to the reasonable requirements of other public authorities including Transport for London and where the Owner or the Council as the case may be cannot fulfil the objective of the obligation in full or in part the Owner or the Council shall provide the other party with an explanation of the steps it has undertaken in carrying out its reasonable endeavours obligation
2.64	"Registered Provider"	a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council's Approved Strategic Provider List
2.65	"Regulator"	means the Home and Communities Agency and any successor organisation
2.66	"Residents' Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.67	"Residents' Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing

		a vehicle to park in Residents' Parking Bays
2.68	"the Service Management Plan"	<p>a plan setting out a package of measures to be adopted by the Owner and approved by the Council from time to time for the management of the deliveries and servicing to the Property and to take into account the occupiers of the Development securing the minimisation of service vehicle with car conflicts and pedestrian movements and damage to amenity from such servicing and deliveries which shall include inter alia the following:-</p> <ul style="list-style-type: none"> (a) a requirement for delivery and servicing vehicles to load/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 Property; (g) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements; (h) measures taken to address servicing movements on and around the Property with a

		<p>view inter alia to combining and/or reducing servicing and minimise the demand for the same;</p> <p>(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;</p> <p>(j) details of arrangements for refuse storage and servicing; and</p> <p>(k) 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.</p>
2.69	"the Plan" Sustainability	<p>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:-</p> <p>(a) achieve the targets set out in the submission document entitled Sustainability and Energy Report dated 8 December 2015;</p> <p>(b) include a design stage Building Research Establishment Environmental Assessment Method (BREEAM) review report completed by a licensed BREEAM assessor in respect of the Property with a target of achieving a Very Good rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories;</p> <p>(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the</p>

		<p>Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;</p> <p>(d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;</p> <p>(e) measures to secure a post-construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) 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; and</p> <p>(f) 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.</p>
2.70	"the Travel Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in the management of the Property with a view to inter alia reducing trips in motor vehicles to and from the Commercial Elements of the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <p>(a) the elements set out in the Fifth Schedule hereto;</p>

		<p>(b) provision for an initial substantial review of the plan within six months of Occupation of the Commercial Elements including provision of a TRICS after survey ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;</p> <p>(c) a mechanism for monitoring and reviewing of the plan on the first anniversary of Occupation of the Commercial Elements;</p> <p>(d) measures to ensure subsequent reviews on the third and fifth anniversary of Occupation of the Commercial Elements using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;</p> <p>(e) provision for the appointment of Travel Plan Co-ordinator prior to Occupation of the Commercial Elements and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post; and</p> <p>(f) 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.</p>
2.71	"the Travel Plan Co-ordinator"	an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement
2.72	"the Travel Plan	the sum of £6,020 (six thousand and twenty pounds) to

	Monitoring Contribution"	be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval the Owner's Travel Plan over a six year period from the date of first Occupation of the Commercial Elements
2.73	"Viability Certified Sum"	a certificate specifying the sum properly assessed by the Council in accordance with the provisions of Clause 4.2 of this Agreement as being recoverable from the Affordable Housing Deferred Contribution under the terms of this Agreement
2.74	"Viability Update Assessment"	<p>an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:-</p> <p>(a) be presented substantially in the same form as the Agreed Viability Appraisal or such other form as agreed by the Council in writing; and</p> <p>(b) be based on the same percentage developer's return on market housing value and the same percentage contractor's return on affordable housing cost as the Agreed Viability Appraisal or such alternative percentages as agreed by the Council in writing</p> <p>with a view inter alia to evidence to the Council's reasonable satisfaction the residual site value of the Property such assessment shall include (but not be limited to) the following:-</p> <p>(c) a copy of the Agreed Viability Appraisal;</p> <p>(d) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of</p>

		<p>costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to demonstrate any revenue received and/or costs incurred in relation to the Development;</p> <p>(e) a solicitor's certification confirming the sales of the residential units forming part of the Development were arm's length third party bona fide transactions and not:-</p> <p>(i) designed to reduce the revenue received from sales of the residential units forming part of the Development;</p> <p>(ii) confined to transactions between the Owner and subsidiary companies of the Owner;</p> <p>(iii) transactions between the Owner and its employees; or</p> <p>(iv) transactions including deferred consideration coverage or loans or finance deals from the Owner;</p> <p>(f) payment of £5,000 to cover the Council's costs in verifying the material and information contained within the assessment;</p> <p>(g) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development;</p> <p>(h) any further information the Council acting reasonably requires</p>
2.75	"Viability Update Deficit"	a negative figure or figure of zero produced from the Viability Update Assessment by taking the residual site

		value of the Development and subtracting the sum of £20,500,000 (<i>the existing land value benchmark figure</i>)
2.76	"Viability Update Surplus"	a positive figure produced from the Viability Update Assessment by taking the residual site value of the Development and subtracting the sum of £20,500,000 (<i>the existing land value benchmark figure</i>)
2.77	"Viable"	viable for the purposes of a connection to the Decentralised Energy Network Feasibility having regard to the cost of heat that the Owner would be paying for a Gas Boiler (based on gas price and operations and maintenance costs) compared to the cost of heat that can be provided by the Decentralised Energy Wider Network to the Development over a 30 year period

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 to 11 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Commencement of Demolition.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.5 for all relevant purposes.
- 3.9 The Council agrees with the Owner and the Owner agrees with the Council to act reasonably, properly and diligently in discharging all of their respective functions responsibilities and obligations under this Agreement and without prejudice to the generality of the foregoing the parties agree that:
- (a) where any notice, consent, approval, authorisation, agreement, confirmation or revision to a plan or other similar affirmation is required under the terms of this Agreement, the Council will act reasonably and will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation;
 - (b) the Council shall use Reasonable Endeavours to respond to the Owner within 28 days giving comments in respect of any plans, strategies, schemes, drawings or other documents submitted by the Owner for approval or agreement under this Agreement and if the Council requests any supplemental information arising from plans, strategies, schemes, drawings or other documents submitted by the Owner for approval or agreement under this Agreement then the Council and the Owner shall each use Reasonable Endeavours to respond to each other within 21 days

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING

- 4.1.1 On or prior to Implementation to seek the Council's written approval of the Registered Provider.
- 4.1.2 Not to Implement nor permit Implementation until such time as the Council has approved the Registered Provider.
- 4.1.3 To commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units as approved by the Council suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Provider.
- 4.1.4 To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained in perpetuity for no purpose other than for the provision of Intermediate Rented Housing.
- 4.1.5 Not to Occupy or allow Occupation of the Development until such time as:
 - (i) the Affordable Housing Units have been transferred or demised to a Registered Provider approved by the Council for a term of no less than 125 years;
 - (ii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.3 hereof.
- 4.1.6 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government and the Mayor of London (or successor bodies) or the Council from time to time.
- 4.1.7 The Registered Provider shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other

than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Regulator or the Council.

4.2 AFFORDABLE HOUSING DEFERRED CONTRIBUTION

4.2.1 The Parties agree that notwithstanding the remaining clauses in 4.2 of this Agreement, the Owner may at any time following Implementation pay the Council the Affordable Housing Deferred Contribution in full.

4.2.2 To submit the Viability Update Assessment to the Council for approval in writing either:-

(a) on the date of issue of the Certificate of Practical Completion; or

(b) at any time after Implementation ALWAYS PROVIDED the Owner has exchanged on the sales of no fewer than 8 residential units forming part of the Development (excluding the Affordable Housing Units) and provides sufficient information to the Council to evidence the same.

4.2.3 Not to complete on the sale of more than 11 residential units (excluding the Affordable Housing Units) until such time as the Viability Update Assessment has been submitted to the Council for approval in writing.

4.2.4 Upon the issue of the approval of the Viability Update Assessment the Council will provide to the Owner the following:-

(a) a certificate specifying the sum ("the Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Viability Update Assessment; and

(b) the Viability Certified Sum

4.2.5 If the Assessment Certified Sum exceeds the payment made under clause 2.74(f) of this Agreement then the Owner shall within twenty-eight (28) days of the issuing of the said certificate pay to the Council the amount of the excess.

- 4.2.6 In the event the approved Viability Update Assessment shows a Viability Update Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Affordable Housing Deferred Contribution or any part thereof.
- 4.2.7 In the event the Viability Update Assessment shows a Viability Update Surplus that is less than two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be half of the Surplus up to the limit of the Affordable Housing Deferred Contribution.
- 4.2.8 In the event the Viability Update Assessment shows a Viability Update Surplus that is greater than or equal to two times the Affordable Housing Deferred Contribution the Viability Certified Sum shall be the full amount of the Affordable Housing Deferred Contribution.
- 4.2.9 The Owner shall within 28 days of receipt of the certificate specifying the Viability Certified Sum pay to the Council the Viability Certified Sum.
- 4.2.10 Not to Occupy or permit Occupation of any more than 10 residential units (excluding the Affordable Housing Units) until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.3 AFFORDABLE WORKSPACE

- 4.3.1 On or prior to the Occupation Date to submit to the Council for approval the Affordable Workspace Floorspace Plan and the Affordable Workspace Marketing Plan.
- 4.3.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Affordable Workspace Floorspace Plan and the Affordable Workspace Marketing Plan as demonstrated by written notice to that effect.
- 4.3.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Affordable Workspace Floorspace Plan and the Affordable Workspace Marketing 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 Affordable Workspace Floorspace Plan and the Affordable Workspace Marketing Plan.

4.4 CARBON OFFSET CONTRIBUTION

4.4.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.4.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

4.5 CAR FREE

4.5.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (a) be granted a Residents' Parking Permit to park a vehicle in a Residents' Parking Bay; and
- (b) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.5.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents' Parking Permit to park a vehicle in a Residents' Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.5.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.5.1 and 4.5.2 in this Agreement shall continue to have effect in perpetuity.

4.5.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's

opinion are affected by the Owner's obligation in Clauses 4.5.1 and 4.5.2 of this Agreement.

4.6 CHRISTOPHER HATTON SCHOOL WORKS

4.6.1 Not to Implement or permit Implementation until such time as the Owner has provided confirmation to the Council that it has paid the Christopher Hatton School Works Contribution to Christopher Hatton School or provided services to the value of the balance of the Christopher Hatton School Works Contribution to the satisfaction of Christopher Hatton School and the Council has been provided with written confirmation to that effect.

4.7 CONSTRUCTION MANAGEMENT PLAN

4.7.1 On or prior to Commencement of Demolition to:

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft Construction Management Plan.

4.7.2 Not to Commence nor allow Commencement of Demolition until such time as the Council has:

- (a) received the Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the Construction Management Plan as demonstrated by written notice to that effect.

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

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

4.8 **DECENTRALISED ENERGY NETWORK CONTRIBUTION**

4.8.1 On or prior to the Implementation Date to provide the Council for approval a draft of the Decentralised Energy Network Feasibility Study.

4.8.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Decentralised Energy Network Feasibility Study as demonstrated by written notice to that effect.

4.8.3 In the event that the approved Decentralised Energy Network Feasibility Study (i) concludes based on financial, commercial, technical and environmental information that the Decentralised Energy Wider Network will benefit both the network operator and those connecting to the network and (ii) it is Viable to the Owner for the Development to connect to the Decentralised Energy Network the Owner shall:

- (a) use all reasonable endeavours to agree commercial terms to enter into a contract with the proposed operator of the Decentralised Energy Network;
- (b) following conclusion of a contract with the proposed operator of the Decentralised Energy Network agree measures to enable connection of the Development at the boundary of the Property to the Decentralised Energy Network; and
- (c) connect to the Decentralised Energy Network within a reasonable timeframe from heat being available from the Decentralised Energy Network at the boundary of the Property.

4.8.4 In the event that the Decentralised Energy Network Wider Feasibility Study (i) concludes that a Decentralised Energy Network is not feasible or (ii) concludes that it is not Viable for the Owner to connect to the Decentralised Energy Network then the Owner shall:

- (a) pay to the Council the Decentralised Energy Network Contribution; and
- (b) in the event that a Decentralised Energy Network becomes available at some time in the future and it is Viable to the Owner for the Development to connect to a Decentralised Energy Network:
 - (i) use Reasonable Endeavours to agree commercial terms to enter into a contract with the proposed operator of the wider energy heat network;
 - (ii) following conclusion of such contract agree measures to enable connection of the Development at the boundary of the Property.

4.9 DETAILED BASEMENT CONSTRUCTION PLAN

- 4.9.1 On or prior to the Commencement of Demolition to provide the Council for approval the Detailed Basement Construction Plan.
- 4.9.2 Not to Commence nor allow Commencement of Demolition until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 4.9.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
- 4.9.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction 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.

4.9.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.9.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

4.11 EMPLOYMENT AND TRAINING CONTRIBUTION

4.11.1 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution in full.

4.11.2 Not to Implement or to permit Implementation until such time as the Council has received the Employment and Training Contribution in full.

4.12 EMPLOYMENT AND TRAINING PLAN

4.12.1 Prior to the Commencement of Demolition to submit to the Council for approval the Employment and Training Plan.

4.12.2 Not to Commence nor permit Commencement of Demolition until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect.

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

4.13 FAÇADE RETENTION PLAN

- 4.13.1 On or prior to Commencement of the Demolition Works to submit to the Council for approval the Façade Retention Plan.
- 4.13.2 Not to Commence nor permit Commencement of Demolition until such time as the Council has approved the Façade Retention Plan as demonstrated by written notice to that effect.
- 4.13.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Façade Retention 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 Façade Retention Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.14 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.14.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.14.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.14.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.14.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.15 HIGHWAYS WORKS

4.15.1 On or prior to the Commencement of Demolition to:-

- (a) pay to the Council the Highways Contribution in full; and
- (b) submit to the Council the Level Plans for approval.

4.15.2 Not to Demolish or to allow Demolition until such time as the Council has:-

- (a) received the Highways Contribution in full; and
- (b) approved the Level Plans as demonstrated by written notice to that effect.

4.15.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertaker's works and that the Highways Contribution excludes any statutory undertaker's costs.

4.15.4 On completion of the Highways Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highways Works.

4.15.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.17 LOCAL EMPLOYMENT

4.17.1 The Owner shall work in partnership with (i) the King's Cross Construction Centre; and (ii) take the following specific measures during the Construction Phase to ensure:-

- (a) Construction Industry Training Board benchmarks for local employment are met or exceeded when recruiting construction-related jobs;

- (b) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Centre;
- (c) the King's Cross Construction Centre is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
- (d) advertising of all construction vacancies exclusively through the King's Cross Construction Centre for a period of no less than one week before promoting more widely;
- (e) that the King's Cross Construction Centre is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- (f) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the Kings Cross Construction Centre and employed during the Construction Phase.

4.17.2 The Owner shall ensure that at all times during the Construction Phase 12 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:

- (a) recruited through the King's Cross Construction Centre;
- (b) employed for a period of not less than 52 weeks; paid at a rate not less than the national minimum wage rate for 21-24 year olds. All apprentice candidates aged 25 and above will be paid the national minimum wage as set out at <https://www.gov.uk/national-minimum-wage-rates>; and
- (c) the Construction Apprentice Support Contribution (based on each individual apprentice placement) has been paid in full.

- 4.17.3 The Owner shall ensure that during the Construction Phase no fewer than 5 construction work placement opportunities of no fewer than 2 weeks each are provided at the Development to be recruited through the Council's King's Cross Construction Skills Centre.
- 4.17.4 Notwithstanding the provisions in clauses 4.17.2 and 4.17.3 (above) of this Agreement, during the Construction Phase the Owner shall provide training opportunities on site for employees resident within the London Borough of Camden and provide a six-monthly statement setting out the details of candidates employed to Kings Cross Construction Centre.
- 4.17.5 On or prior to the Commencement of Demolition to pay the Council the Construction Apprentice Support Contribution in full
- 4.17.6 Not to Commence nor permit Commencement of Demolition until such time as the Construction Apprentice Support Contribution has been paid to the Council in full.
- 4.17.7 If the Owner is unable to provide the apprentices in accordance with Clause 4.15.2 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:
- (a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
 - (b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Default Contribution (based on each individual apprentice placement) has been paid in full.

4.18 LOCAL PROCUREMENT

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

4.18.3 To ensure delivery of a minimum of one supplier capacity building workshops/"Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the construction contracts in relation to the Development to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events;

4.18.4 To ensure that throughout the construction of the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

4.18.5 To provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post-construction supply of goods and services.

4.19 MOUNT PLEASANT STUDIOS WORKS

4.19.1 On or prior to Implementation to submit to the Council for approval the Mount Pleasant Studios Works Specifications.

4.19.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Mount Pleasant Studios Works Specifications as demonstrated by written notice to that effect.

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

4.20 PEDESTRIAN CYCLIST AND ENVIRONMENTAL CONTRIBUTION

4.20.1 On or prior to the Implementation Date to pay to the Council the Pedestrian Cyclist and Environmental Contribution in full.

4.20.2 Not to Implement or to permit Implementation until such time as the Council has received the Pedestrian Cyclist and Environmental Contribution in full.

4.21 PUBLIC OPEN SPACE CONTRIBUTION

4.21.1 On or prior to Implementation to pay to the Council the Public Open Space Contribution.

4.21.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation of the Development until such time as the Council has received the Public Open Space Contribution.

4.22 PEDESTRIAN ROUTE PLAN

4.22.1 On or prior to the Implementation Date to submit to the Council for approval the Pedestrian Route Plan.

4.22.2 Not to Implement nor permit Implementation until such time as the Council has approved the Pedestrian Route Plan as demonstrated by written notice to that effect.

4.22.3 At all times following the Occupation Date to Occupy the Development in accordance with the Pedestrian Route Plan as approved and in the event of non-compliance with this sub-clause forthwith to take any steps reasonably required by the Council to remedy such non-compliance PROVIDED ALWAYS THAT the obligation to provide public access shall not be deemed to be breached in the case of:-

- (a) fire, flooding, emergency or other disaster except that such closure shall not continue for more than 48 hours without the written approval of the Council unless such closure is required by law or is otherwise advised by the Metropolitan Police;
- (b) the requirement to carry out maintenance, cleaning, renewal and necessary or required works to the extent that any works under this sub-clause shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than 48 hours without the written approval of the Council.

4.23 SERVICE MANAGEMENT PLAN

- 4.23.1 On or prior to Occupation to submit to the Council for approval the Service Management Plan.
- 4.23.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
- 4.23.3 After the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Service Management Plan.

4.24 SUSTAINABILITY PLAN

- 4.24.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.24.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.24.3 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.24.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

4.25 TRAVEL PLAN

- 4.25.1 On or prior to Occupation of the Commercial Elements to submit to the Council the Travel Plan for approval.

4.25.2 Not to Occupy or permit Occupation of any part of the Commercial Elements of the Development until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.

4.25.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Commercial Elements of the Development at any time when the Commercial Elements of the Development are not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Commercial Elements of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.26 TRAVEL PLAN MONITORING CONTRIBUTION

4.26.1 On or prior to the Occupation Date to pay to the Council the Travel Plan Monitoring Contribution in full.

4.26.2 Not to Occupy nor to allow Occupation until such time as the Council has received the Travel Plan Monitoring Contribution in full.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

5.1 The Owner shall give written notice to the Council on or prior to Commencement of Demolition specifying that Commencement of Demolition has taken or is about to take place.

5.2 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Planning Permission has taken or is about to take place.

5.3 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting the Planning Permission reference 2015/6955/P the date upon which the Development is ready for Occupation.

- 5.4 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any reasonable expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.6 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.7 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/6955/P.
- 5.8 Payment of any Contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2015/6955/P. Electronic transfer(s) to be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre,

PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.9 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

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

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 Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP

quoting the Planning Permission reference number 2015/6955/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 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal and monitoring costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in part of or the whole of 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 Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement 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 this Agreement shall forthwith determine and cease to have effect.
- 6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or chargee (“the Chargee”) of the Registered Provider of the Affordable Housing Units nor any receiver appointed by such Chargee or on any person deriving title from such Chargee in possession PROVIDED THAT the following conditions have been satisfied:
- (a) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose (“the Default Notice”).
 - (b) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice (“the Specified Period”) to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
 - (c) If the Council has failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have lapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub-Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

6.10 For the purposes of Clause 6.9(i) of this Agreement service of the Default Notice on the Council must be sent to each and all of the following recipients (or their successor position or title) quoting the address of the Property and planning reference 2015/6955/P for the Default Notice to be properly served:-

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

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **COUNCIL'S OBLIGATIONS**

8.1 Payment of the Contributions referred to in this Agreement shall be made on the basis that the Contribution shall only be applied by the Council towards the purposes specified in this Agreement PROVIDED THAT any part of such Contribution which has not been expended or committed for such purposes at the end of the expiration of 10 years from Occupation (or 10 years from payment if such Contribution is made after Occupation) shall be repaid to the Owner (and in this clause the 'Owner' means the person who paid the relevant Contribution) following a request in writing to the Council ALWAYS PROVIDED the Council shall on written request of the party who actually paid the sum provide such evidence as may reasonably be required in order to confirm the expenditure of the sums paid under this Agreement.

8.4 The Council shall use Reasonable Endeavours to complete the Highways and Highways Works expeditiously and in determining the timings for the carrying out of the Highways Works (or phases within that) shall have regard to the Operational Objective.

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

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

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

10 **JURISDICTION**

This Agreement is to be governed by and interpreted in accordance with the laws of England and Wales. The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Agreement.


11 RIGHTS OF THIRD PARTIES

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 Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
PANTHER HOUSE DEVELOPMENTS)
LIMITED acting by a Director)
in the presence of:)




..... SPENCER LE SUE
Director


.....
Witness signature

..... LYNNE HUGHES
Witness name

..... 22 Old Bond St, London W1R 4P
Witness address

..... Accountant
Witness occupation

IN WITNESS WHEREOF this document)
which is intended to take effect as a Deed)
has been duly executed by a)
duly authorised Official of HSBC Bank plc)
as Attorney of HSBC Bank plc on the date)
and year first above written)

SIGNED AND DELIVERED)
By:)



..... GRAHAM HARMAN
Attorney of

HSBC BANK PLC

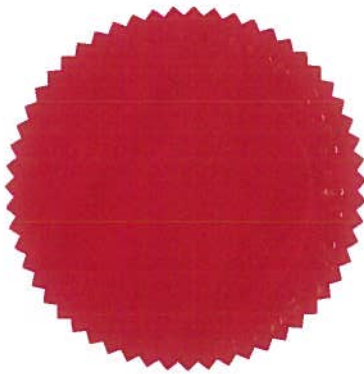
in the presence of: *Sheest*

..... SEAN NEWTON
Witness name

..... 71 Queen Victoria street London
Witness address

..... Bank Manager
Witness occupation:

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



..... *R. Alexander*
Authorised Signatory

THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

THE SECOND SCHEDULE LOCAL PROCUREMENT CODE

1. INTRODUCTION

The use of local procurement agreements is a useful tool in helping the Council to improve economic prosperity and diversity in the local area which is a key aim of the Camden Community Strategy and the Local Development Framework (adopted July 2017). The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. The use of section 106 Agreements attached to the grant of planning permission will be used as a mechanism to secure appropriate levels of local procurement of goods and services. A fuller explanation of the policy background and the justification for the use of local procurement agreements and when they will be required is contained with paragraph 30 of the Camden Planning Guidance (adopted July 2015) which can be viewed on the Council's web site. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

The purpose of this code is to maximise the opportunities available to Local Businesses in Camden from larger property developments taking place in Camden both during and after the construction phase. The local procurement code describes how the Owner in partnership with Camden Labour Market & Economy Service will ensure that Local Businesses benefit directly from the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the Owner, main contractor and subcontractors appointed by them as well as tenants subsequently occupying the building. The code is designed to support Owners and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, Camden Labour Market & Economy Service seeks to work in partnership with contractors to assist them in meeting specifications and in finding suitable local companies. They will provide a regularly updated pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

2) MAIN REQUIREMENTS OF THE CODE

A) CONSTRUCTION.

We will request that the Owner meets with London Borough of Camden's Labour Market & Economy Service's Local Procurement Team ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the Owner, main contractor and subcontractors.

The Council will seek to ensure that the Owner inserts the following clauses in the tender documentation issued to the main contractor:

2.1 Actions & Responsibilities of Main Contractor

1. The main contractor will provide the Local Procurement Team with information on the estimated timing of their procurement programme and a schedule of works packages to be let ("the Procurement Schedule") and to provide updates of the Procurement Schedule as and when it is updated or revised.
2. The main contractor will work with the Local Procurement Team to: include local companies on their tender lists wherever possible and to aim to achieve the procurement of construction contracts and goods and services from companies and organisations based in Camden towards a target of 10% of the total value of the construction contract.
3. The main contractor is required to provide regular monitoring information to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
 - the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender and the contract value in the case of a contract being awarded to a local company.
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.

(The Local Procurement Team can provide a pro forma local procurement log to assist in the monitoring process)

Full contact details of all subcontractors appointed (whether local or from elsewhere)
4. The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 requirement obligations as

set out in section 2.2 below and ensure cooperation is agreed as a prerequisite to accepting sub-contract tenders

5. The main contractor should provide an opportunity for the Local Procurement Team to brief subcontractors on the requirements of the Local Procurement code.
6. The main contractor will identify any actions that are required in order to overcome known barriers to Local Businesses to accessing their supply chain in respect of the Construction Phase.

2.2 Actions And Responsibilities of Sub-Contractors

1. All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of construction goods and services from companies and organisations based in Camden towards a target of 10% of the total value of their construction sub-contract. (A regularly updated sub-directory of local suppliers will be supplied to subcontractors by the Local Procurement Team).
2. All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team every six to eight weeks during the construction phase, via e-mail, phone, fax or liaison meeting providing details of:
 - All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.
 - All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.

B. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Fitting out by tenants

Where the tenants of a development are responsible for fitting out the building(s), we will require the Owners to inform them that they also fall under the provisions of this s106 on local procurement and provide guidance in writing to their tenants setting out the above clauses contained in section 2 above, which will apply to them as the Owner, their main contractor and subcontractors.

Facilities Management

The Owner and their agents shall provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

The Council will assist the Owner, occupier and their contractors in identifying suitable local companies to bid for facilities management contracts and to source local goods and services.

**THE THIRD SCHEDULE
THE PLANS**

"Plan 1"	Affordable Workspace lower ground floor
"Plan 1A"	Affordable Workspace lower ground floor 2
"Plan 2"	Intermediate Housing Units
"Plan 3"	Highways Works
"Plan 4"	Mount Pleasant Studios Works
"Plan 5"	The Property
"Plan 6"	Pedestrian Route