

DATED

21 NOVEMBER

2017

(1) REGENT'S PLACE MANAGEMENT COMPANY LIMITED

and

(2) CHESTER LIMITED

and

(3) 1 & 4 & 7 TRITON LIMITED

and

(4) DENTSU AEGIS NETWORK LTD

and

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

A G R E E M E N T
relating to land known as

1 Triton Square & St Anne's Church Laxton Place
London
NW1 3DX

pursuant to
Section 106 of the Town and Country Planning Act 1990 (as amended) and
Section 16 of the Greater London Council (General Powers) Act 1974 and
Section 111 of the Local Government Act 1972 and
Section 1(1) of the Localism Act 2011 and
Section 278 of the Highways Act 1980

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CLS/PK/1800.41 (final)

THIS AGREEMENT is made the 21st day of November 2017

BETWEEN:

1. **REGENT'S PLACE MANAGEMENT COMPANY LIMITED** (registered under company number 07136724) whose registered office is at York House, 45 Seymour Street, London, W1H 7LX (hereinafter called "the First Freeholder") of the first part
2. **CHESTER LIMITED** (incorporated in Jersey under company number 114985) of 47 Esplanade, St Helier, Jersey, JE1 0BD ("the Second Freeholder") of the second part
3. **1 & 4 & 7 TRITON LIMITED** (registered under company number 06024918) whose registered office is at York House, 45 Seymour Street, London, W1H 7LX (hereinafter called "the Leaseholder") of the third part
4. **DENTSU AEGIS NETWORK LTD** (registered under company number 01403668) whose registered office is at 10 Triton Street, Regent's Place, London, NW1 3BF (hereinafter called "the Interested Party") of the fourth part
5. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

1. **WHEREAS**

- 1.1 The First Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part the Property under title number NGL594897.
- 1.2 The Second Freeholder is registered at the Land Registry as the freehold proprietor with title absolute of part the Property under title number NGL155052.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with title absolute of part the Property under title number NGL797172.

- 1.4 The Interested Party is registered in the charges register of title number NGL797172 as the beneficiary in respect of an agreement for leases of part of the Property dated 31 July 2017.
- 1.5 The First Freeholder, the Second Freeholder and the Leaseholder are interested in the Property for the purposes of Section 106 of the Act.
- 1.6 The First Freeholder, the Second Freeholder and the Leaseholder are hereinafter collectively known as "the Owner".
- 1.7 The Property is subject to the Occupational Leases set out at the Eleventh Schedule of this Agreement and the Occupational Tenants are interested in the Property as leaseholders under Section 106 of the Act.
- 1.8 The Occupational Leases contain restrictions on the Occupational Tenants' use of the Property. The Owner accepts an obligation that it will not alter any lease or tenancy of the Property so as to permit the lessee or tenant to Implement the Planning Permission and will not permit any alterations to any Occupational Lease which will allow any Occupational Tenant to Implement the Planning Permission or dispose of its interest in the Property to any Occupational Tenant without in each case first requiring the lessee, tenant or Occupational Tenant concerned to enter into an agreement with the Council covenanting in identical terms to this Agreement unless otherwise agreed in writing by the Council.
- 1.9 The Planning Application for the Development of the Property was submitted to the Council and validated on 4 November 2016 and the Council resolved on 11 May 2017 to grant permission conditionally under reference number 2016/6069/P subject to conclusion of this legal Agreement.
- 1.10 The Council is the local planning authority for the purposes of the Act and the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 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.

1.11 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act and the other local authority powers herein mentioned.

1.12 As local highway authority the Council considers the Highways Works to be carried out pursuant to this agreement under Section 278 of the Highways Act 1980 to be of public benefit.

2. **DEFINITIONS**

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

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|-----|----------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 |
| 2.2 | "Affordable Housing" | low-cost housing including Social Rented Housing and Intermediate Rented 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 sixteen (16) Social Rented Housing Units and the six (6) Intermediate Rented Housing Units to be constructed fitted out and occupied exclusively as Affordable Housing to be located in the Residential Element. |

- 2.4 "this Agreement" this planning obligation made pursuant to Section 106 of the Act and all other enabling powers herein mentioned
- 2.5 "Assured Shorthold Tenancy" an assured shorthold tenancy under the Housing Act 1988
- 2.6 "Business Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by businesses of the locality in which the Development is situated
- 2.7 "Business Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Business Parking Bay
- 2.8 "CAW Approved Requirements" the versions of the: (i) CAW Business Support and Community Use Requirements (ii) CAW Marketing Requirements; and (iii) CAW Terms and Facilities Requirements most recently approved by the Council pursuant to clauses 4.3.4 or 4.3.5
- 2.9 "CAW Business Support and Community Use Requirements" a strategy, which is created in consultation with the CAW Provider, setting out how the use of the Community Affordable Workspace will fulfil all of the matters set out in the Sixth Schedule in a way which is deliverable and viable for the CAW Provider
- 2.10 "CAW Marketing Requirements" a marketing strategy to be prepared by the Owner in consultation with the CAW Provider setting out the measures that the Owner will

ensure are adopted to facilitate the marketing of the Community Affordable Workspace to small and medium enterprises in the local area to include a strategy for marketing the Community Affordable Workspace through local business channels and networks such as Business Improvement Districts and WEP

2.11 "CAW Provider"

the Owner or a member of the Open Workspace Providers Group or such other organisation as agreed by the Council in writing having a lease of the entirety of the Community Affordable Workspace

2.12 "CAW Terms and Facilities Requirements"

the parameters, arrangements and associated facilities to be offered for the letting or licencing of the Community Affordable Workspace, to include details relating to:

- (i) range of tenancy/licence terms (including flexible and short-term occupancy) which ensure that the Community Affordable Workspace remains affordable for local residents; and
- (ii) the range of office facilities and arrangements to encourage occupation and use by SMEs and start-ups

2.13 "Carbon Off-set Contribution"

the sum of £87,300 (eighty-seven thousand three hundred 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 London Borough of Camden

- 2.14 "the Certificates of Practical Completion" the certificates issued by the Owner or the Owner's contract administrator or representative certifying respectively that the Commercial Element and Residential Element have been completed
- 2.15 "Commencement of Demolition" the date on which any works forming part of the St. Anne's Demolition Works (being part of the Development) begin to be carried out at the Property and references to "Commencement" and "Commence" shall be construed accordingly
- 2.16 "the Commercial Element" all of the Development (save the Residential Element) to be constructed at the Property pursuant to the Planning Permission
- 2.17 "the Commercial Element Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking any demolition of the existing buildings and the construction of the Commercial Element 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 annexed hereto to ensure the Commercial Element Construction Phase 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):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and

community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from any demolition of the existing buildings or structures on the Property and the building out of the Commercial Element;

- (ii) proposals to ensure there are no adverse effects on the conservation area features;
- (iii) proposals to ensure there are no adverse effects on the neighbouring listed building(s);
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.18 "the Commercial Element
Construction Phase"

the whole period between

- (i) the Implementation Date of the Commercial Element; and
- (ii) the date of issue of the Certificate of Practical Completion in respect of the Commercial Element

2.19 "the Community Affordable
Workspace"

an area of not less than 1,015 square metres gross internal area to be provided within the Commercial Element.

2.20 "the Construction Apprentice
Default Contribution"

the sum of £7,000 (seven thousand pounds per apprentice) to be paid by the Owner to the Council in lieu of construction apprentice provision.

2.21 "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 Commercial Element Construction

Management Plan, the Residential Element Construction Management Plan the St. Anne's Demolition Works Management Plan and verification of the proper operation of such plans during the Construction Phase

2.22 "the Construction Phase"

the whole period of the Commercial Element Construction Phase and the Residential Element Construction Phase

2.23 "the Construction Support Contribution"

the sum of £1,700 (one thousand seven hundred pounds) per 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

2.25 "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

2.26 "Deferred Housing Contribution"

the sum of £6,172,200 (six million one hundred and seventy-two thousand and two hundred 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

2.27 "Deficit"

a negative figure or figure of zero produced from the Post-Construction Viability Assessment by taking the residual site value of the

Development and subtracting the sum of £164,447,883 (one hundred and sixty-four million four hundred and forty-seven thousand eight hundred and eighty-three pounds)

2.28 "the Development"

erection of 3 storey extension at roof (6th floor) level of 1 Triton Square to provide additional office floorspace (Class B1) with relocated plant above, creation of roof terraces at 6th floor level, reconfiguration of ground floor including infill of Triton Square Mall, flexible retail (A1, A3 and A4), affordable workspace (B1) and reprovision of gym (D2); erection of part 6, part 9 storeys residential building to provide 22 flats (10 x 3-bed, 11 x 2-bed and 1 x 1-bed) (Class C3) following demolition of St Anne's Church (Class D1); hard and soft landscaping including garden at junction of Longford Street and Triton Square; reconfigured vehicle and pedestrian accesses; and other ancillary works as shown on background papers, supporting documents and drawing numbers: existing drawings (1TS):
246868-A_A_XX_ : XX_DR_AX_91040;
XX_DR_AX_91020; B1_DR_AX_10010;
GF_DR_AX_10020; 01_DR_AX_10030;
ZZ_DR_AX_10041; 05_DR_AX_10070;
06_DR_AX_10080; 07_DR_AX_10090;
XX_DR_AX_10510; XX_DR_AX_10520;
XX_DR_AX_10530; XX_DR_AX_10540;
XX_DR_AX_10610 proposed drawings (1TS):
246868-A_A_XX_ : XX_DR_AX_91030 P01;
B1_DR_AX_30010 P01; GF_DR_AX_30020
P01; 01_DR_AX_30030 P01;
ZZ_DR_AX_30041 P01; 06_DR_AX_30080
P01; ZZ_DR_AX_30091 P01;
09_DR_AX_30110 P01; 10_DR_AX_30120 P01;

246868-A_A_XX_XX_DR_AX_: 30510 P01;
30520 P01; 30530 P01; 30540 P01; 30610 P01;
30620 P01; 36701 P01; 36702 P01; 36703 P01;
36704 P01; Existing drawings (SAC): SA: 100;
101; 102; 150; 151;152 Proposed drawings
(SAC) SA: 200; 201; 202; 206; 207; 209; 250:
251; 252; 253; 254; 255; Supporting documents:
Developers Statement (British Land) October
2016; Design and Access Statement (Vol. 1,
1TS, Arup Associates; and Vol. 2, SA, Matthew
Lloyd Architects) October 2016; Housing Study
(Arup Associates) October 2016; Townscape,
Heritage & Visual Impact Assessment (Tavernor
Consultancy) October 2016; Heritage Statement
(KM Heritage) October 2016; Landscape
Masterplan (5th Studio and Andy Sturgeon
Design) October 2016; Planning Statement
(DP9) March 2017; Statement of Community
Involvement (HardHat) October 2016; Transport
Assessment (Arup) October 2016; Energy
Statement (Arup and Thornton Reynolds)
October 2016; Sustainability Statement (Arup
and Eight Associates) October 2016; Daylight &
Sunlight Study (GIA) October 2016;
Overshadowing Study (GIA) October 2016;
Internal Daylight Study (GIA) October 2016; Air
Quality Assessment (Arup) October 2016;
Arboricultural Assessment (Thomson Ecology)
October 2016; Surface Water Drainage
Proforma (Arup) dated December 2016;
Construction Management Plan (Lendlease)
dated October 2016; Socio-Economic
Assessment (Quod) dated October 2016;
Financial Viability Assessment (DS2) dated
October 2016; Crime Impact Assessment
(QCIC) dated 20/12/2016; Energy and

Sustainability Consultation Response (Arup) dated 10 January 2017; BRUKL Output (refurbishment) 04 Jan 2017; BRUKL Output (extension) 04 Jan 2017; Noise Assessment (Arup) dated December 2016; Air Quality Assessment Addendum (Arup) dated 9 December 2016; Independent Viability Review (BPS) dated 16th January 2016; Equalities Statement (Quod) dated January 2017; Letter from DP9 dated 30 January 2017; Letter from GIA dated 06/01/2017; Letter from GIA dated 28/02/2017; St Anne's Design Note: Overlooking (Matthew Lloyd Architects) January 2017; Summary of St Anne's Church (SAC) Information (DP9) dated February 2017; Letter from Gerald Eve dated 13 March 2017; Effect on St Mary Magdalene Church (KM Heritage)

2.29 "EOTC"

the Debre-Genet Holy Trinity Ethiopian Orthodox Tewahedo Church

2.30 "the Employment and Training Contribution"

the sum of £431,262 (four hundred and thirty-one thousand two hundred and sixty-two 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 employment and training needs in the London Borough of Camden

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 emissions through (but not be limited to) the following: -

- (i) incorporation of the measures set out in the submission documents entitled "Energy Statement" dated October 2016 by Arup Associates, "Energy Strategy Response\RevA" by Stephen Kearney and David Pearce (Arup Associates) dated 10 January 2017 and "Energy and Sustainability Consultation Response_RevC" by Arup dated 21 April 2017 (together "the Energy Statement") to achieve reductions in CO2 emissions beyond the Part L 2013 baseline of 20.4% (to include 7.1% through renewables) in new-build parts of the Commercial Element, 19.6% in relation to refurbished parts of the Commercial Element and 51.9% (to include 41.6% through renewables) in relation to the Residential Element;
- (ii) details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from a combination of complementary low and zero carbon renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 7.1% through renewable technologies in relation to the Commercial Element and a 41.6% reduction through renewable technologies in relation to the Residential Element in carbon emissions in relation to the Property;

- (iii) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (iv) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (v) measures to enable future connection to a local energy network at the boundary of the Property including:
 - (a) safeguarded space for a future heat exchanger;
 - (b) provisions made in the building fabric and/or design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
 - (c) the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
 - (d) provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the district heating network would be made.
- (vi) 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 the residential element of the Development) and NCM (for the non-residential element of the Development) calculations certifying that

the measures 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;

- (vii) 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 SAP (for the residential element of the Development) and NCM (for the non-residential element of the Development) 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
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.32 "the Highways
Contribution"

the sum of £141,678.38 (one hundred and forty-one thousand six hundred and seventy-eight pounds and thirty-eight 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 carrying out the Highway Works

2.33 "the Highway Works"

works to the Public Highway and associated measures in the vicinity of the Property such works to include the following:

- (i) to repair the footway adjacent to the Development and specifically St. Anne's Church;
- (ii) to repair any damage to transport infrastructure, landscaping, carriageways and footways caused as a result of carrying out the Development;
- (iii) all costs related to the making of traffic management orders; and
- (iv) any other works required as a direct result of the Development (such works as considered necessary by the Council)

all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertaker's costs

2.34 "the Implementation Date"

the date of implementation of the Development (or the Commercial Element or the Residential Element as specified herein) by the carrying out of a material operation as defined in Section 56 of the Act save for archaeological investigation, remediation works associated with decontamination, exploratory boreholes, the erection of perimeter fences and hoardings, laying of utility services for the supply or carriage of water, gas, electricity, telecommunications or other media and utilities and references to

"Implementation" and "Implement" shall be construed accordingly

2.36 "Intermediate Housing Priority Matrix"

the priority for allocation of the Intermediate Rented Housing Units as set out in the Tenth Schedule

2.37 "Intermediate Rent Levels"

means:

- (i) where an Intermediate Rented Housing Unit is provided to Sharers, a gross total rent not exceeding £161 per bedroom per week (inclusive of Service Charge); and
- (ii) where an Intermediate Rented Housing Unit is provided to a household (other than Sharers) earning no more than £40,000, a gross total rent not exceeding £214 per week (inclusive of Service Charge)

or such annual increases to these gross total rent figures as at the time of letting represent these figures plus CPI plus 1%, and where at the end of the Assured Shorthold Tenancy if the rent has not been annually increased by CPI plus 1% the new weekly rent may be set on the basis that the rents had been increased by CPI plus 1% over the term of the tenancy.

- 2.38 "Intermediate Rented Housing" Affordable Housing which is: -
- (i) above Target Rents but is substantially below open market levels; and
 - (ii) is affordable to households earning no more than £30,000 per annum for one bedroom homes and no more than £40,000 per annum for two bedroom homes except where those homes are let to Sharers in which case they shall be eligible to persons earning no more than £30,000 (each) per annum, at the commencement of their occupancy; and
- 2.39 "Intermediate Rented Housing Units" the 6 (six) two-bedroom units of Intermediate Rented Housing forming part of the Residential Element identified on the plans annexed at the Ninth Schedule hereto
- 2.40 "King's Cross Construction Skills Centre" the Council's flagship skills construction training skills centre providing advice and information on finding work in the construction industry
- 2.41 "the Level Plans" plans demonstrating the levels at the interface of the Development, the boundary of the Property and the Public Highway
- 2.42 "Local Procurement Code" the code annexed to the Fourth Schedule hereto
- 2.43 "Occupation Date" the first date when any part of the Development is occupied for the any purpose authorised by the Planning Permission and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.44 "Occupational Leases" the leases of parts of the Property granted by the Owner to the Occupational Tenants as set out at the Eleventh Schedule hereof
- 2.45 "Occupational Tenants" the tenants of the Property identified at the Eleventh Schedule hereof under the Occupational Leases and their respective successors and assigns and sub-lessees
- 2.46 "Off-Site Disabled Parking Spaces" the two (2) parking spaces to be provided on Laxton Place (or another street in the immediate vicinity of the Property) to be provided by the Council insofar as practicable and subject to consultation by the Council in the event of receipt of the Off-Site Disabled Parking Spaces Contribution for holders of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 only
- 2.47 "Off-Site Disabled Parking Spaces Contribution" the sum of £4,000 (four thousand pounds) for the provision of the Off-Site Disabled Parking Spaces 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 installation of the Off-Site Disabled Parking Spaces
- 2.48 "On-Site Disabled Parking Spaces" the three (3) car parking spaces to be provided in the basement of Regent's Place for use by occupants and visitors of 1 Triton Square who hold a disabled persons badge issued pursuant

to Section 21 of the Chronically Sick and Disabled Persons Act 1970

- 2.49 "the Parties" the Council, the Owner and the Interested Party
- 2.50 "the Planning Application" a planning application for the Development submitted to the Council and validated on 4th November 2016 with reference 2016/6069/P
- 2.51 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals must be sent in the manner prescribed at clause 6.1 hereof
- 2.52 "the Planning Permission" the planning permission granted for the Development pursuant to the Planning Application substantially in the draft form at the Second Schedule annexed hereto
- 2.53 "the Post-Construction Viability Assessment" an assessment to be undertaken by the Owner and submitted to the Council in accordance with the terms of this Agreement such assessment to:
- (i) be presented in the same form as the Owner's viability assessment submitted to the Council dated October 2016 and entitled "1 Triton Square & St Anne's Financial Viability Assessment" or such other form as agreed between the Parties in writing save that:

- (a) the Owner's percentage profit return on gross development cost shall be fixed at 20%; and
 - (b) the residual site value shall be specified as an output of such assessment
- (ii) the Owner's percentage profit return shall be applied to the same elements of gross development cost as applied in the Owner's viability assessment dated October 2016 and entitled "1 Triton Square & St Anne's Financial Viability Assessment"; and
 - (iii) the assessment shall be based on the same purchaser's costs in pounds sterling as the Owner's viability assessment dated October 2016 and entitled "1 Triton Square & St Anne's Financial Viability Assessment" or such alternative costs as agreed by the Council in writing

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:-

- (iv) a copy of the Owner's viability assessment dated October 2016 and entitled "1 Triton Square & St Anne's Financial Viability Assessment";
- (v) receipted invoices; certified costs; certified copies of sales contracts; and best estimates of costs yet to be incurred and value of any unsold space and any other evidence reasonably required by the Council to show any revenue and/or costs incurred in relation to the Development;

- (vi) a solicitor's certification confirming that a sale, lease, assigning, sub-letting, grant of a licence, given control to any person of or otherwise demised of the floorspace forming part of the Development were arm's length third party bona fide transactions and not: -
 - (a) designed to reduce the revenue received from sales of the floorspace forming part of the Development;
 - (b) confined to transactions between the Owner and subsidiary companies of the Owner;
 - (c) transactions between the Owner and its employees; or
 - (d) transactions including deferred consideration coverage or loans or finance deals from the Owner;
- (vii) payment of £6,000 (six thousand pounds) to cover the Council's costs in verifying the material and information contained within the assessment;
- (viii) details of any grant funding received in relation to the Development whether related to Affordable Housing or any other aspect of the Development; and
- (ix) any further information the Council acting reasonably requires

2.54 "the Property"

the land known as 1 Triton Square and St Anne's Church, Laxton Place, London, NW1 shown edged red on the plan at the Third Schedule annexed hereto

- 2.55 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.56 "Reasonable Endeavours" where there is a reasonable endeavours obligation on the part of the Owner in this Agreement the Owner shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and or sums of money and the engagement of such professional advisers as in all the circumstances may be reasonable and where the Owner cannot fulfil the objective of the obligation in full or in part then the Owner shall provide to the Council an explanation in writing of the steps it has undertaken in carrying out its reasonable endeavours obligations
- 2.57 "Registered Provider" a registered provider of Affordable Housing registered as such by the Regulator and selected from the Council's approved strategic provider list of registered providers unless otherwise agreed by the Council in writing
- 2.58 "Regulator" the Home and Communities Agency and any successor organisation
- 2.59 "Residential Element" the building comprising 22 Affordable Housing Units (being part of the Development) including the landscaped areas to be constructed at the Property pursuant to the Planning Permission and shown edged red on the plan at the Seventh Schedule annexed hereto
- 2.60 "Residential Element Construction Phase" the whole period between
- (i) the Implementation Date of the "Residential Element; and

- (ii) the date of issue of the Certificate of Practical Completion in respect of the "Residential Element

2.61 "the Residential Element
Construction Management Plan"

the a plan setting out the measures that the Owner will adopt in undertaking any demolition of the existing buildings and the construction of the Residential Element 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 annexed hereto to ensure the Construction Phase of the Residential Element 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):-

- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from any demolition of the existing buildings or structures on the Property and the building out of the Residential Element;
- (ii) proposals to ensure there are no adverse effects on the conservation area features;

- (iii) proposals to ensure there are no adverse effects on the neighbouring listed building(s);
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.62 "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

- 2.63 "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
- 2.64 "Service Charge" a sum that covers contributions required from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with the Affordable Housing Units or reasonably made available to occupiers of the Affordable Housing Units and having regard to the principles of good estate management and building services provision, including (without limitation) repair and maintenance of the structure of the Residential Element, managing, maintaining, repairing and keeping secure the common parts of the Residential Element that are or may be used or enjoyed by occupiers of the Affordable Housing Units, managing the cleaning and lighting of the common parts and the maintenance of any gardens and landscaped areas within the Residential Element that are or may be used or enjoyed by occupiers of the Affordable Housing Units.
- 2.65 "the Service Management Plan" 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 Commercial Element securing the minimisation of conflicts between service vehicle and car and pedestrian movements and the minimisation of damage to amenity from such servicing and deliveries which shall include inter alia the following: -

- (i) a requirement for delivery vehicles to unload from a specific suitably located area;
- (ii) details of the person(s) responsible for directing and receiving deliveries to Commercial Element;
- (iii) measures to avoid a number of delivery vehicles arriving at the same time;
- (iv) likely frequency and duration of servicing movements and measures to be taken to avoid any conflicts;
- (v) likely nature of goods to be delivered;
- (vi) the likely size of the delivery vehicles entering the Commercial Element;
- (vii) measures taken to ensure pedestrian management and public safety during servicing including a statement setting out how highway safety will be maintained during servicing movements
- (viii) measures taken to address servicing movements on and around the Commercial Element with a view inter alia to combining and/or reducing servicing and minimise the demand for the same
- (ix) provision of swept path drawings to ascertain manoeuvring when entering and exiting the Commercial Element in

accordance with the drawings submitted and agreed with the Council;

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

(xi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.66 "Sharers"

two people who qualify independently for access to intermediate housing as defined by the Camden Intermediate Housing Registration of Interest or successor list

2.67 "Social Rented Housing"

Affordable Housing Units available for rent in perpetuity such that: -

(i) the total cost of rent does not exceed Target Rents;

(ii) comply with the requirements set out for housing of this type in the National Planning Policy Framework and the Greater London Authority's Housing Covenant 2015-18 Programme where grant is being provided.

(iii) 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);

(iv) the units are managed by a Registered Provider who has entered into a standard

nominations agreement with the Council providing for nominations agreement to the Council in respect of all such units within the Residential Element

2.68 Social Rented Housing Units”

the 16 (sixteen) units of Social Rented Housing forming part of the Affordable Housing Units comprising 1 x one-bedroom unit, 5 x two-bedroom units and 10 x three-bedroom units the same as identified on the plans annexed at the Ninth Schedule hereto

2.69 “St. Anne’s Demolition Works”

works for the demolition of St. Anne’s Church at the Property and subsequent clearance of the resulting materials such works being part of the Development

2.70 “St. Anne’s Demolition Works Management Plan”

a plan to be prepared by the Owner for submission by the Owner to the Council for approval by the Council setting out the measures that the Owner will adopt in undertaking the St. Anne’s Demolition Works at the Property using good site practices in accordance with the Council’s Considerate Contractor Manual to ensure the St. Anne’s Demolition Works 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):-

- (i) 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 (including the cumulative effects of development schemes concurrently under construction and planned in the vicinity of the Development and impacts arising from the St Anne's Demolition Works to include a complaints procedure and a procedure for resolving such complaint;

- (ii) incorporation of the relevant provisions set out in the First Schedule annexed hereto;
- (iii) proposals to ensure the protection and preservation of the neighbouring listed buildings during the St. Anne's Demolition Works;
- (iv) proposals to ensure there are no adverse effects on the conservation area features;
- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures of 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);
- (vii) the inclusion of a waste management strategy for handling and disposing of construction waste;

- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time; and
- (ix) evidence that the Owner has consulted and liaised with other contractors carrying out works in the vicinity of the Development.

2.71 "Surplus"

a positive figure produced from the Post-Construction Viability Assessment by taking the residual site value of the Development and subtracting the sum of £164,447,883 (one hundred and sixty four million four hundred and forty-seven thousand eight hundred and eighty three pounds)

2.72 "the Sustainability Plan"

a plan 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: -

- (i) in respect of the Residential Element, to achieve the targets set out in the submission document entitled "Sustainability Statement" dated October 2016 by Arup and Eight Associates and "Energy and Sustainability Consultation Response_RevC" by Arup dated 21 April 2017 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental

standards) and Development Policy DP22 (Sustainable design and construction);

- (ii) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use;
- (iii) in respect of the Commercial Element, achieve the targets set out in the submission document entitled "Sustainability Statement" dated October 2016 by Arup and Eight Associates and "Energy and Sustainability Consultation Response_RevC" by Arup dated 21 April 2017;
- (iv) 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 at least a "Excellent" and attaining at least 71% of the credits in the "Energy" category and at least 78% in the "Water" category and at least 69% of the credits in the "Materials" category;
- (v) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the 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;

- (vi) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (vii) 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
- (viii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.73 "Target Rents"

rent for social rented properties conforming with the formula rent set out in the Guidance on Rent for Social Housing published by the Department of Communities and Local Government in May 2014 and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard

2.74 "Training and Employment (End User) Contribution"

the sum of £1,700 (one thousand seven hundred pounds) per 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

2.75 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development with a view to inter alia reducing trips in motor vehicles to and from the Development and promoting the use of environmentally friendly transport incorporating (but not limited to) the following: -

- (i) the elements set out in the Fifth Schedule hereto;
- (ii) provision for an initial substantial review of the plan within six months of the Occupation Date ensuring the plan is updated upon receipt of results of the review and further approved in writing by the Council;
- (iii) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;
- (iv) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in sub-clause (ii) hereof 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
- (v) provision for the appointment of Travel Plan Co-ordinator prior to the Occupation

Date and a mechanism in place to advise the Council of direct contact details and any subsequent changes in the post;

(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.76 "the Travel Plan
Monitoring Contribution"

the sum of £6,244 (six thousand two hundred and forty-four pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approve the Travel Plan over a six year period from the date of first Occupation of the Development

2.77 "the Travel Plan Co-ordinator"

an appropriately qualified and/or experienced person appointed by the Owner to deliver the objectives of the Travel Plan and be responsible for the coordination, implementation, reporting and review of the Travel Plan with a view to securing an ongoing process of continuous improvement

2.78 "WEP"

West Euston Partnership, being a registered charity and alliance of community, private, statutory and voluntary sectors, set up by local people in 1992 to improve services for the community and help make the area a better place to live and work

2.79 "Wheelchair Fully-adapted Units"

the two (2) Social Rented Housing Units identified on the plan at the Eighth Schedule annexed hereto designed and fitted out to meet

the requirements of Building Regulation Part
M4(3)(2)(b)

NOW THIS DEED WITNESSETH as follows: -

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972, Section 1(1) of the Localism Act 2011 and Section 278 of the Highways Act 1980 and is a planning obligation for the purposes of Section 106 of the Act 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows: -

4.1 **AFFORDABLE HOUSING**

4.1.1 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.

4.1.2 Prior to the issue of the Certificate of Practical Completion in respect of the Residential Element to submit an application to the Council for the Council's confirmation that the Council approves the same Registered Provider as being acceptable to the Council for the purposes of the transfer or demise of the Affordable Housing Units under sub-clause 4.1.4 hereof.

4.1.3 To ensure that the Affordable Housing Units shall not be otherwise used or occupied and shall be retained in perpetuity for no purpose other than:

- (i) in respect of the Social Rented Housing Units, for the provision of Social Rented Housing for occupation by tenants within Target Rents;
- (ii) in respect of the Intermediate Rented Housing Units, for the provision of Intermediate Rented Housing:
 - (a) at the Intermediate Rent Levels;
 - (b) in accordance with the order of priority set out in the Intermediate Housing Priority Matrix;
 - (c) to households on the basis of an Assured Shorthold Tenancy for a minimum term of 2 years with a 12 month mutual break clause save that

the minimum term and break clause provision as herein specified shall not apply to starter tenancies.

4.1.4 Not to Occupy or allow Occupation of any part of the Commercial Element until such time as:

- (i) pursuant to the application made by the Owner under sub-clause 4.1.2 hereof the Council has provided written confirmation to the Owner that the Registered Provider is acceptable to the Council;
- (ii) the Affordable Housing Units have been transferred or demised to the Registered Provider (being the same Registered Provider as confirmed by the Council as being acceptable to the Council for the purposes of such transfer or demise) for a term of no less than 125 years;
- (iii) the works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirement of Sub-Clause 4.1.1 hereof.

4.1.5 To ensure that the Affordable Housing Units are constructed, occupied and used solely as Affordable Housing pursuant to the objects and purpose of the Council so as to provide accommodation for the households in need of Affordable Housing in accordance with the definition of the eligible persons criteria as agreed by the Government, the Homes and Community Agency (or successor bodies) or the Council from time to time.

4.1.6 To not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Provider registered with the Regulator or any other body organisation or company registered with the Charity Commissioners for England and Wales and approved by the Homes and Communities Agency or the Regulator or the Council.

4.2 **CAR FREE**

4.2.1 Subject to the provisions of sub-clause 4.2.3 hereof, to ensure that prior to occupying any unit forming part of the Residential Element each new occupier of such residential unit 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:

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

4.2.2 Subject to the provisions of sub-clause 4.2.4 hereof, to ensure that prior to occupying any part of the Commercial Element each new occupier of such part 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:

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

4.2.3 Not to occupy or use (or permit the occupation or use of) any unit of the Residential Element at any time during which the occupier of such unit of the Residential Element 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) PROVIDED THAT this obligation and the obligations under sub-clause 4.2.1 hereof shall not apply in respect of any permission to park a vehicle held by a person prior to that person first occupying any unit of the Residential Element and any such permission held in respect of a property other than the Residential Element.

4.2.4 Not to occupy or use (or permit the occupation or use of) any part of the Commercial Element at any time during which the occupier of such part of the Commercial Element holds a Business Parking Permit to park a vehicle in a Business 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) PROVIDED THAT this obligation and the obligations under sub-clause 4.2.2 hereof shall not apply in respect of any permission to park a vehicle held by a person prior to

that person first occupying any part of the Commercial Element and any such permission held in respect of a property other than the Commercial Element.

4.2.5 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.6 On or prior to the Occupation Date of the Commercial Element or the Residential Element respectively the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units and commercial units (as appropriate) forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units and commercial units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.2.1 and 4.2.2 of this Agreement.

4.3 **THE COMMUNITY AFFORDABLE WORKSPACE**

4.3.1 To identify and agree with the Council the identity of the CAW Provider at least three months prior to the proposed date of Occupation of the Community Affordable Workspace.

4.3.2 To offer a lease of the whole of the Community Affordable Workspace to the approved CAW Provider on terms which ensure the rent to be charged shall be no more than 50% of the rental values for comparable commercial floorspace in the surrounding area.

4.3.3 To use Reasonable Endeavours to minimise as far as practicable the amount of any service charge to be charged to the CAW Provider through measures to include (but not restricted to) separate metering for utilities and separate contracts for building services (including security) and where any part of the service charge is payable as a charge for the Development as a whole that part shall be payable on a pro-rata or direct usage basis in accordance with the provisions of "Service charges in commercial property" (3rd edition) by the Royal Institution of Chartered Surveyors (or any successor document).

4.3.4 Unless otherwise agreed in writing by the Council, the Owner (in consultation with the CAW Provider) shall submit to the Council for approval not later than 3 months before the date of Occupation of the Commercial Element:

- (i) the CAW Marketing Requirements;
- (ii) the CAW Terms and Facilities Requirements;
- (iii) the CAW Business Support and Community Use Requirements.

4.3.5 Where the Owner wishes to vary any of the CAW Approved Requirements, such changes shall not be implemented until revised versions of the documents referred to in clause 4.3.4 have been approved by the Council in writing.

4.3.6 The Council and the Owner shall use Reasonable Endeavours to agree the documents referred to in clause 4.3.4 within 3 months of their submission to the Council pursuant to clause 4.3.4 or 4.3.5. Unless otherwise agreed between the Owner and the Council, the Owner and the CAW Provider:

- (i) shall provide, fit out, maintain, market and make available the Community Affordable Workspace in accordance with CAW Approved Requirements; and
- (ii) shall not Occupy the Community Affordable Workspace other than in accordance with the CAW Approved Requirements and in the event of material non-compliance with the CAW Approved Requirements the Owner shall upon written request from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.3.7 At the reasonable request of the Council, the Owner will provide information demonstrating that the Community Affordable Workspace is being occupied and marketed in accordance with the CAW Approved Requirements.

4.4 **COMMERCIAL ELEMENT CONSTRUCTION MANAGEMENT PLAN**

4.4.1 On or prior to the Implementation Date of the Commercial Element to submit to the Council for approval a draft Commercial Element Construction Management Plan.

4.4.2 Not to Implement nor allow Implementation of the Commercial Element until such time as the Council has approved the Commercial Element Construction Management Plan as demonstrated by written notice to that effect.

4.4.3 The Owner acknowledges and agrees that the Council will not approve the draft Commercial Element Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Commercial Element Construction Phase

of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

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

4.5 **CONTRIBUTIONS**

- 4.5.1 On or prior to the Implementation Date to pay to the Council in full the Construction Management Plan Implementation Support Contribution.
- 4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Construction Management Plan Implementation Support Contribution.
- 4.5.3 On or prior to the Implementation Date to pay to the Council the Highways Contribution.
- 4.5.4 Not to Implement or permit Implementation until such time as the Council has received the Highways Contribution.
- 4.5.5 On or prior to the Implementation Date to pay to the Council the Off-Site Disabled Parking Contribution.
- 4.5.6 Not to Implement or permit Implementation until such time as the Council has received the Off-Site Disabled Parking Contribution.
- 4.5.7 On or prior to the Implementation Date to pay to the Council the Employment and Training Contribution.
- 4.5.8 Not to Implement or permit Implementation until the Council has received the Employment and Training Contribution.
- 4.5.9 Prior to Occupation of the Commercial Element to pay to the Council the Carbon Off-set Contribution.

4.5.10 Not to Occupy or permit Occupation of the Commercial Element until such time as the Council has received the Carbon Off-set Contribution.

4.5.11 Prior to Occupation of the Commercial Element to pay to the Council the Travel Plan Monitoring Contribution.

4.5.12 Not to Occupy or permit Occupation of the Commercial Element until such time as the Council has received the Travel Plan Monitoring Contribution.

4.6 **DEFERRED HOUSING CONTRIBUTION**

4.6.1 The Parties agree that notwithstanding the remaining clauses in this Clause 4.6 of this Agreement the Owner may at any time following Implementation pay the Council the Deferred Housing Contribution in full.

4.6.2 To submit the Post-Construction Viability Assessment with sufficient information to evidence the same to the Council for approval in writing at such time as the Owner has exchanged contracts on the sale, lease, assigning, sub-letting, grant of a licence, giving control to any person of or otherwise demised of not less than 30% of the floorspace forming the Commercial Element save that in the event the Owner exchanges contracts on the sale, lease, assigning, sub-letting, grant of a licence, giving control to any person of or otherwise demised of not less than 30% of the floorspace comprising the Commercial Element prior to the issue of the Certificate of Practical Completion for the Commercial Element or the issue of the Certificate of Practical Completion for the Residential Element the Owner will submit the Post-Construction Viability Assessment within 14 days of whichever date is the later of the date of issue of the Certificate of Practical Completion for the Commercial Element and the date of issue of the Certificate of Practical Completion for the Residential Element and for the avoidance of doubt the Owner shall only be required to submit the Post-Construction Viability Assessment once.

4.6.3 Upon issue of approval of the Post-Construction Viability Assessment the Council will provide to the Owner the following: -

- (i) a certificate specifying the sum (the "Assessment Certified Sum") reasonably and properly expended by the Council in assessing the Post-Construction Viability Plan; and

- (ii) a certificate specifying the sum ("the Viability Certified Sum") properly assessed by the Council in accordance with the provisions of this Agreement as being payable under the terms of this Agreement.

- 4.6.4 If the Assessment Certified Sum exceeds the payment made under clause 2.53(vii) (Post-Construction Viability Assessment) 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.
- 4.6.5 In the event the approved Post-Construction Viability Assessment shows a Deficit the Viability Certified Sum shall be zero and the Owner shall have no obligation to pay the Deferred Housing Contribution or any part thereof.
- 4.6.6 In the event the Post-Construction Viability Assessment shows a Surplus that is less than two times the Deferred Housing Contribution the Viability Certified Sum shall be half of the Surplus.
- 4.6.7 In the event the Post-Construction Viability Assessment shows a Surplus that is greater than or equal to two times the Deferred Housing Contribution the Viability Certified Sum shall be the full amount of the Deferred Housing Contribution.
- 4.6.8 The Owner shall pay to the Council the Viability Certified Sum within 28 days of receipt of the certificate specifying the Viability Certified Sum.
- 4.6.9 Not to Occupy or permit Occupation of any more than 60% of the floorspace forming the Commercial Element until such time as the Council has confirmed receipt of the Viability Certified Sum in writing.

4.7 **ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.7.2 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.
- 4.7.3 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 Development.

- 4.7.4 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.

4.8 HIGHWAYS

- 4.8.1 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.8.2 Not to Implement or to allow Implementation until such time as the Council has approved the Level Plans as demonstrated by written notice to that effect.
- 4.8.3 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 undertakers works and that the Highways Contribution excludes any statutory undertaker's costs.
- 4.8.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") properly expended by the Council in carrying out the Highway Works.
- 4.8.5 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.
- 4.8.6 If the Certified Sum is less than the Highway Contribution then the Council shall within 14 days of the issuing of the said certificate pay to the Owner the amount which has not been expended.

4.9 LOCAL EMPLOYMENT

- 4.9.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use Reasonable Endeavours to ensure that no less than 20% of the workforce is comprised of residents of the London Borough of Camden.
- 4.9.2 In order to facilitate compliance with the requirements of sub-clause 4.9.1 hereof the Owner shall work in partnership with:
- (i) King's Cross Construction Skills Centre; and
 - (ii) take the following specific measures 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 King's Cross Construction Skills Centre and WEP;
 - (c) that prior to any advertisement or notice being placed with any advertising or employment agency or similar organisation for a period of at least one (1) week the King's Cross Construction Skills Centre is notified of all vacancies arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors;
 - (d) that King's Cross Construction Skills Centre and WEP is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating:
 - (1) what skills and employment are needed through the life of the programme, and
 - (2) 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
 - (e) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by Kings Cross Construction Skills Centre and WEP and employed during the Construction Phase.

(f) that during the Construction Phase no less than 5 work placements shall be provided at the Development always ensuring each work placement (as the case may be) shall be:-

- (1) recruited through the King's Cross Construction Skills Centre
- (2) placed for a period of not less than 2 weeks; and
- (3) paid at a rate not less than the national minimum wage.

4.9.3 To use Reasonable Endeavours to ensure that during the Construction Phase not less than 34 construction industry apprentices shall be employed at the Development always ensuring each apprentice and/or trainee (as the case may be) shall be:-

- (i) recruited through the Kings Cross Construction Skills Centre;
- (ii) employed for a period of not less than 52 weeks; and
- (iii) 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>
- (iv) the Construction Support Contribution (based on each individual apprentice placement) has been paid in full.

4.9.4 To pay to the Council the Construction Support Contribution for each construction industry apprentice employed on or prior to the date each construction industry apprentice commences employment.

4.9.5 Notwithstanding the provisions in clauses 4.9.1 and 4.9.4 (above) of this Agreement, during the Construction Phase the Owner shall;

- (i) use Reasonable Endeavours to provide training opportunities on site for employees resident within the London Borough of Camden; and
- (ii) provide a six-monthly statement setting out the details of those candidates (if any) employed to the Kings Cross Construction Skills Centre.

4.9.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.9.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

- (i) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and
- (ii) 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.

4.9.7 Following the Occupation Date of the Development the Owner shall ensure that it will employ no less than 1 end use apprentice always ensuring the apprentice shall be: -

- (i) recruited in liaison with the Council's Economic Development Team;
- (ii) be resident in the London Borough of Camden;
- (iii) be employed for a period of no less than 52 weeks;
- (iv) be 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>;
- (v) be employed on a fulltime basis for at least 52 weeks;
- (vi) be provided with appropriate on the job training or day release to enable the apprentice to train for and achieve a Level 2 or Level 3 Apprenticeship Framework qualification; and
- (vii) be supervised by a member of staff within the completed Development

4.9.8 To pay the Training and Employment (End User) Contribution for each end user apprentice employed on or prior to the date each end user apprentice commences employment.

4.10 LOCAL PROCUREMENT

4.10.1 Prior to Implementation to agree a programme during the construction of the Development to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's Local Procurement Code.

4.10.2 On or prior to Implementation to meet with the Council's Economic Development Local Procurement Team (or any successor department) at least one month before tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.

4.10.3 To ensure that throughout the Construction Phase 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 reasonably required to remedy such non-compliance.

4.10.4 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.

4.10.5 To ensure a minimum of two "Meet the Buyer" events to support small and medium enterprises within the London Borough of Camden to tender for the contracts to include organising, supporting and promoting the event as well as provision of venue and refreshments for the events.

4.11 ON-SITE DISABLED PARKING SPACES

4.11.1 To ensure that the On-Site Disabled Parking Spaces are retained in perpetuity unless otherwise agreed by the Council in writing.

4.11.2 To ensure that no person other than a person who is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 parks or is permitted to park a vehicle in one or more of the On-Site Disabled Parking Spaces.

4.12 RESIDENTIAL ELEMENT CONSTRUCTION MANAGEMENT PLAN

4.12.1 On or prior to the Implementation Date of the Residential Element to submit to the Council for approval a draft Residential Element Construction Management Plan.

- 4.12.2 Not to Implement nor allow Implementation of the Residential Element until such time as the Council has approved the Residential Element Construction Management Plan as demonstrated by written notice to that effect.
- 4.12.3 The Owner acknowledges and agrees that the Council will not approve the draft Residential Element Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Residential Element 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.
- 4.12.4 To ensure that throughout the Residential Element Construction Phase the Residential Element shall not be carried out otherwise than in strict accordance with the requirements of the Residential Element Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out of the Residential Element at any time when the requirements of the Residential Element 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.
- 4.13 **SERVICE MANAGEMENT PLAN**
- 4.13.1 No later than 12 months prior to the date of Occupation of the Commercial Element to submit to the Council for approval the Service Management Plan.
- 4.13.2 Not to Occupy or permit Occupation of any part of the Commercial Element until such time as the Council has approved the Service Management Plan as demonstrated by written notice to that effect.
- 4.13.3 Not to Occupy or permit Occupation of any part of the Commercial Element at any time when the Commercial Element is not being managed in accordance with the Service Management Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Commercial Element otherwise than in strict accordance with the requirements of the Service Management Plan.
- 4.14 **ST. ANNE'S DEMOLITION MANAGEMENT PLAN**
- 4.14.1 Prior to the Commencement of Demolition to provide the Council for approval a draft St. Anne's Demolition Works Management Plan.

4.14.2 Not to Commence or allow Commencement of the St. Anne's Demolition Works until such time as the Council has approved the St. Anne's Demolition Works Management Plan as demonstrated by written notice to that effect.

4.14.3 The Owner acknowledges and agrees that the Council will not approve the St. Anne's Demolition Works Management Plan unless it demonstrates to the Council's reasonable satisfaction that the St. Anne's Demolition Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.14.4 To ensure that the St. Anne's Demolition Works shall not be carried out otherwise than in strict accordance with the requirements of the St. Anne's Demolition Works Management Plan and not to permit the carrying out of any works comprised in demolition at any time when the requirements of the St. Anne's Demolition Works Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.15 **SUSTAINABILITY PLAN**

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

4.15.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.15.3 Not to Occupy or permit Occupation of respectively the Commercial Element or the Residential Element until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Commercial Element or the Residential Element.

4.15.4 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 accordance with the Sustainability Plan as approved by the Council.

4.16 TRAVEL PLAN

- 4.16.1 On or prior to the Occupation Date for the Commercial Element to submit to the Council the Travel Plan for approval.
- 4.16.2 Not to Occupy or permit Occupation of any part of the Commercial Element until such time as the Council has approved the Travel Plan as demonstrated by written notice to that effect.
- 4.16.3 Following the Occupation of the Commercial Element the Owner shall not Occupy or permit Occupation of any part of the Commercial Element at any time when the Commercial Element is not being managed in accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.17 WHEELCHAIR FULLY-ADAPTED UNITS

- 4.17.1 Prior to first Occupation of Development to construct the Wheelchair Fully-adapted Units to the standard herein specified.
- 4.17.2 From the date of first Occupation of the Development to ensure that the Wheelchair Fully-adapted Units are maintained and retained in perpetuity to the specification required herein.
- 4.17.3 To ensure that the Wheelchair Fully-adapted Units are made available only to those in need of wheelchair fully-adapted accommodation.

4.18 EOTC RELOCATION ASSISTANCE

- 4.18.1 To use Reasonable Endeavours to assist the EOTC to locate a new premises for their use by providing the EOTC with necessary and proportionate agency and professional support services for the purpose of identifying a premises which shall be limited to the use of property agents to locate premises and, where necessary, planning consultants and building surveyors to undertake initial assessments of the suitability of identified premises for a period of not longer than 6 months from the date of this Agreement or until the EOTC have an offer to acquire and/or occupy any premises accepted (whichever is the sooner).

4.18.2 To be responsible for the payment of all costs, fees and expenses associated with the agency and professional support services to be provided in accordance with paragraph 4.18.1 above.

4.19 **OCCUPATIONAL TENANCIES**

4.19.1 Not to consent to any works pursuant to any Occupational Lease or vary or allow any variation to any Occupational Lease which would allow any Occupational Tenant to implement the Planning Permission without such Occupational Tenant entering into a legal agreement under Section 106 of the Act with the Council covenanting in identical terms to the terms of this Agreement or such other terms as agreed by the Council.

4.19.2 Not to vary or allow any variation to any occupational lease or tenancy of the Property existing at the date hereof so as to grant rights to implement the Planning Permission without such lessee or tenant first entering into a section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.19.3 Not to dispose of its interest in the Property to any Occupational Tenant at the Property without that Occupational Tenant first entering into a legal agreement under Section 106 of the Act with the Council covenanting in identical terms of this Agreement or such other terms as agreed by the Council.

5. **OBLIGATIONS OF THE COUNCIL**

The Council hereby covenants with the Owner as follows:-

5.1 Where any approval, agreement, consent, certificate or expression of satisfaction is to be given by the Council under this Agreement, such approval, agreement, consent, certificate or expression of satisfaction shall not be unreasonably withheld or delayed.

5.2 In the event of receipt of any contribution payable pursuant to Clause 4 of this Agreement by the Owner the Council covenants to spend (or commit for expenditure) the contributions referred to in Clause 4 for the purposes specified in this Agreement for which the contributions are paid.

5.3 In the event that any part or all of the Highways Contribution has not been allocated or used for the Highways Works within 5 years of payment and, unless the Owner and the Council agree otherwise, the Council covenants on written request from the Owner to repay such sums or amounts (or such part thereof) to the Owner (or its successor in title or assigns, as the case may be) within 28 days of the Owner's written request.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

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

6.2 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 7.1 hereof quoting planning reference 2016/6069/P the date upon which the Development is ready for Occupation.

6.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

6.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6.5 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 Borough

Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

- 6.6 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2016/6069/P.
- 6.7 Payment of any financial contribution pursuant to Clause 4 (Obligations of the Owner) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a banker's draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning application reference 2016/6069/P or by electronic transfer 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 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by banker's draft.
- 6.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall only pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 6.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items Index 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 AIIRP figure at the date hereof ("X") is the numerator so that

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

- 6.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
7. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that: -
- 7.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Monitoring Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2016/6069/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.
- 7.2 This Agreement shall be registered as a Local Land Charge.
- 7.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 7.4 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.

- 7.5 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.
- 7.6 The Owner or the Interested Party or their respective successors in title or any person deriving title from them shall not be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 7.7 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.
- 7.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

MORTGAGEE EXEMPTION

- 7.9 The Parties agree that any mortgagee or chargee of the whole or any part of the Property shall not be liable for any breach of the obligations in this Agreement unless continuing at a time when it takes possession of the whole or any part of the Property to which such obligations relate in which case it will be bound by the obligations in relation to that part of the Property as a person deriving title from the Owner.
- 7.10 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:

- (i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").
- (ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units.
- (iii) If the Council having 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 on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed 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.

7.11 For the purposes of Clause 7.10(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 2016/6069/P for the Default Notice to be properly served:-

- (i) The Chief Executive;
- (ii) The Director of Culture and Environment;

- (iii) The Assistant Director Regeneration and Planning;
- (iv) The Planning Obligations Monitoring Officer; and
- (v) The Borough Solicitor.

7.12 Any tenant (or person claiming title from such tenant or any successors in title thereto and their respective mortgagees and chargee) of a Registered Provider at the Property who:-

- (i) exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto);or
- (ii) has subsequently purchased from the Registered Provider all the remaining shares of a Shared Ownership unit so that the tenant owns the entire Affordable Housing Unit (staircased to 100%),

shall be released from the obligations of Clause 4.1 hereof.

7.13 The relevant Registered Provider shall use all reasonable endeavours to apply the monies received by the Registered Provider in respect of the sale of such tenant for the provision of Affordable Housing within the London Borough of Camden in the first instance or, in the event the Registered Provider can show to the Council's reasonable written satisfaction that such funds are unable to be applied within the London Borough of Camden, within the North London Region (or successor region).

8. **INTERESTED PARTY**

The Interested Party hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 7.4 hereof and for the avoidance of doubt the Interested Party agrees to be bound by all covenants obligations restrictions under Clause 4 (Owner's Obligations) but only in the event that the Interested Party acquires a freehold or leasehold interest in any part of the Property in which case the Interested Party will be bound as if it were the Owner.

9. **JOINT AND SEVERAL LIABILITY**

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

10. RIGHTS OF THIRD PARTIES

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

11. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and the Parties agree that the courts of England shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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

EXECUTED AS A DEED BY
REGENT'S PLACE MANAGEMENT
COMPANY LIMITED
acting by a Director in the presence
of a witness

Director Name: (CAPITALS)

Director Signature:

Name of Witness (CAPITALS)

Address of witness:

Occupation of witness:

C. THOMAS
C. THOMAS
T DOWNES
72 The Avenue
Surbiton
Surrey
Chartered Surveyor

EXECUTED AS A DEED BY)
CHESTER LIMITED)
acting by a Director in the presence)
of a witness)

Christopher Rupert Bennett
Director

Director Name: (CAPITALS))

Director Signature:)

.....
C.R. Bennett

Name of Witness (CAPITALS))

Address of witness:)


SOPHIE TAYLOR
47 ESPLANADE
ST. HELIER
JEFFREY DE LA GARD
ADMINISTRATOR

Occupation of witness:)

EXECUTED AS A DEED BY)
1 & 4 & 7 TRITON LIMITED)
acting by a Director in the presence)
of a witness)

Director Name: (CAPITALS))

Director Signature:)

N. M. WEBB


Name of Witness (CAPITALS))

Address of witness:)

T DOWNES
72 The Avenue
Sudbury
Surrey
Chartered Surveyor

Occupation of witness:)

EXECUTED AS A DEED BY)
DENTSU AEGIS NETWORK LTD)
acting by a Director in the presence)
of a witness)

Director Name: (CAPITALS))

NICK PRIDAY

Director Signature:

[Handwritten Signature]
.....

Name of Witness (CAPITALS)

ANDREW MORGLEY
.....

Address of witness:

Dentsu Aegis Network Ltd
..... 10 Triton Street, Regent's Place
London, NW1 3BF
..... UNITED KINGDOM
Company Number 01403668
.....

Occupation of witness:

COMPANY SECRETARY
.....

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



J. Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE

Pro Forma Construction and Demolition Management Plans

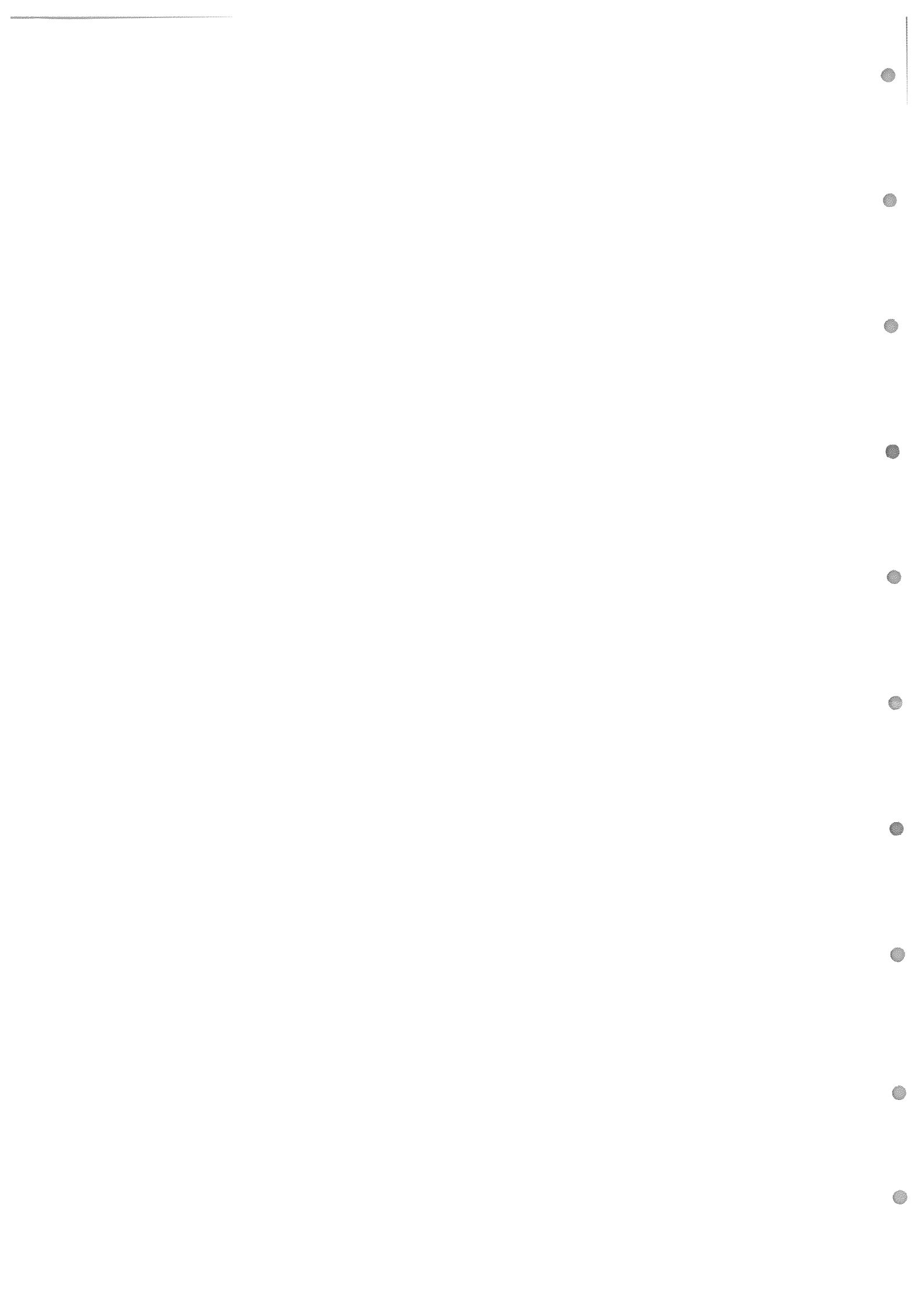
The Council has produced a pro-forma Construction (and/or Demolition) Management Plan that can be used to prepare and submit a Construction (and/or Demolition) Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval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

The pro-forma Construction (and/or Demolition) 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 or DMP and then download the Construction Management Plan.

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



THE SECOND SCHEDULE

DRAFT PLANNING PERMISSION

