

DATED 21 DECEMBER 2017

(1) NETWORK RAIL INFRASTRUCTURE LIMITED

and

(2) SPRING PLACE LIMITED

and

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

A G R E E M E N T
relating to land known as
3-6 Spring Place, London NW5 3BA
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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G:\case files\culture & env\planning\lmm\s106 Agreements (2016/5181/P)
CLS/COM/LMM/1800.294

THIS AGREEMENT is made the 21st day of December 2017

BETWEEN:

- i. **NETWORK RAIL INFRASTRUCTURE LIMITED** (Co. Regn. No. 02904587) of 1 Eversholt Street, London NW1 2DN (hereinafter called "the Freehold Owner") of the first part
- ii. **SPRING PLACE LIMITED** (incorporated in Guernsey) of PO Box 656, East Wing, Trafalgar Court, Les Banques, St Peter Port, Guernsey, GY1 3PP (hereinafter called "the Leasehold Owner") of the second part

the Freehold Owner and the Leasehold Owner are together referred to as the "Owner" in this Agreement

- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Freehold Owner is the freehold owner of the Property (such interest being unregistered at the Land Registry).
- 1.2 The Freehold Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leasehold Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL746528.
- 1.4 The Leasehold Owner is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 A Planning Application for the development of the Property was submitted to the Council and validated on 26 September 2016 and the Council resolved to grant

permission conditionally under reference number 2016/5181/P subject to conclusion of this legal Agreement.

- 1.6 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and is the local planning authority by whom the planning obligations contained in this Agreement are enforceable. The Council 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.
- 1.7 As local highway authority the Council is satisfied that the Highways Works to be carried out pursuant to this section 278 Agreement are in the public benefit.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980.

2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"Affordable Workspace Plan"	means a plan securing: a) that at least 12 of the Hot Desks or 20% of the Hot Desks (whichever is the greater) provided as part of any Coworking floorspace within the Development shall be made available at a cost (per Hot Desk) of no more than 50% of the cost (per Hot Desk) of the remainder of the Hot Desks;

		<p>b) that the number of Hot Desks that are to be provided at the 50% reduced cost in accordance with (a) above shall be retained for so long as Coworking floorspace is provided within the Development;</p> <p>c) the approval of the rent and terms of the leases of those Hot Desks to be provided at the 50% reduced cost in accordance with (a) above by the Council</p> <p>PROVIDED THAT determination of the rent and terms of the leases of any remaining desks, Hot Desks, workstations or areas within the Coworking floorspace and determination of the location of the Hot Desks within the Development, shall each remain entirely at the Owner's discretion</p>
2.3	"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
2.4	"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
2.5	"Carbon Offset Contribution"	means the sum of £47,088 (forty seven thousand and eighty eight 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 towards securing delivery of carbon dioxide savings in the vicinity of the Property
2.6	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.7	"Commencement Date"	the date of commencement of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act except that ground investigation, site survey work, construction of boundary fencing or hoardings and archaeological investigation shall not be regarded as a material operation for the purposes of this definition and " Commence " and " Commenced " shall be construed accordingly
2.8	"the Construction Apprentice Default Contribution"	the sum of £7,500 (seven thousand five hundred pounds) to be paid by the Owner to the Council in lieu of construction apprentice provision
2.9	"the Construction Apprentice Support Contribution"	the sum of £1,500 (one thousand five hundred pounds) per construction apprentice to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council to support the recruitment and training of a construction apprentice
2.10	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using

		<p>good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-</p> <ul style="list-style-type: none"> (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 the building out of the Development; (ii) incorporation of the provisions set out in the First Schedule annexed hereto; (iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (iv) amelioration and monitoring measures over construction traffic including procedures
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		<p>for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
2.11	"Construction Management Implementation Support Contribution"	the sum of £7,620 (seven thousand six hundred and twenty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
2.12	"Construction Phase"	means the whole period between (i) the Implementation Date; and (ii) the date of issue of the Certificate of

		Practical Completion
2.13	"Coworking"	means a membership-based scheme whereby individuals or businesses utilise shared office space and facilities within the Development
2.14	"Demolition Date"	means the date of commencement of demolition of existing buildings at the Property and "Demolition" and "Demolish" shall be construed accordingly
2.15	"Demolition Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the Demolition Works using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the 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):-</p> <p>(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 the demolition of the existing buildings or structures on the Property</p>

		<p>(ii) incorporation of the provisions set out in the First Schedule annexed hereto;</p> <p>(iii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(iv) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);</p> <p>(v) the inclusion of a waste management strategy for handling and disposing of demolition waste; and</p> <p>(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time</p>
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2.16	"Demolition Works"	means the taking down of the structure of those existing buildings at the Property which are to be demolished pursuant to the Planning Permission
2.17	"the Development"	erection of a part-six and part-two storey (above single basement level) building comprising Office (Class B1) at ground and upper floors; Cafe (Class A3) and flexible event space (Sui Generis) at ground floor and associated works following demolition of existing two-storey industrial (Class B2) building to be carried out in accordance with the Planning Permission
2.18	"the Employment and Training Plan"	<p>a plan setting out a package of measures to be adopted by the Owner in order to maximise employment opportunities within the Development and for it to satisfy the obligations contained in clause 4.4 of this Agreement through (but not be limited to) the following:-</p> <ul style="list-style-type: none"> a) ensuring advertising of all construction vacancies exclusively through King's Cross Construction Skills Centre for a period of no less than one week before promoting more widely; b) to achieve a 20% local employment target during the Construction Phase (unless otherwise agreed with the Council acting reasonably); c) to ensure the provision of 6 construction apprentices during the

		<p>Construction Phase (unless otherwise agreed with the Council acting reasonably);</p> <p>d) to provide no less than 3 work placements of not less than 2 weeks each during the Construction Phase (unless otherwise agreed with the Council acting reasonably);</p> <p>e) to ensure delivery of a minimum of two supplier capacity building workshops/"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 (unless otherwise agreed with the Council acting reasonably);</p> <p>f) commit to following the Local Procurement Code</p>
2.19	"the Energy Efficiency and Renewable Energy Plan"	<p>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:-</p> <p>(a) the incorporation of the measures set out in the submission documents</p>

		<p>entitled: Energy and Sustainability Design Statement (dated September 2016, produced by MTT) to achieve a 16.5% reduction in CO2 emissions beyond the Part L 2013 baseline;</p> <p>(b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 16.5% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;</p> <p>(c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;</p> <p>(d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;</p> <p>(e) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage NCM calculations certifying that the measures incorporated in the Energy</p>
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		<p>Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;</p> <p>(f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built NCM) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and</p> <p>(g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time</p>
2.20	"Essential Services"	the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services to or for the benefit of the Development
2.21	"Essential Services Provider"	an energy service company, statutory undertaker, services utility company or provider that shall acquire an interest in the Property solely for the purpose of providing

		Essential Services
2.22	"the Highways Contribution"	<p>the sum of £53,719 (fifty three thousand seven hundred and nineteen 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 event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <ul style="list-style-type: none"> (i) removal of 4 crossovers; (ii) installation of a loading bay and 1 disabled parking bay; (iii) improvement of the footway along Spring Place to create additional footway; (iv) repaving and repair works to the Public Highway following the carrying out of the Development; and (v) any other works within the Public Highway the Council acting reasonably requires as a direct result of the Development (save that the Council must be satisfied that such works meet the requirements of regulation 122 of the Community Infrastructure Regulations 2010) <p>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</p>

		required statutory undertakers works and <u>excludes any statutory undertakers costs</u>
2.23	"Hot Desk"	means a single physical desk used by multiple workers during different time periods in an open plan area and " Hot Desks " shall be interpreted accordingly
2.24	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56(4) of the Act except that ground investigation, site survey work, site clearance, site reclamation and remediation works, construction of boundary fencing or hoardings, archaeological investigation, installation of utility services to serve the Property, construction of temporary access and service road(s), demolition works and temporary works shall not be regarded as a material operation for the purposes of this definition and references to " Implementation " and " Implement " shall be construed accordingly
2.25	"the Levels Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.26	"Local Employment and Training Contribution"	the sum of £72,038 (seventy two thousand and thirty eight 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 towards provision and improvement of employment and training opportunities and to support local procurement initiatives in the Borough

2.27	"the Local Procurement Code"	the code annexed as the Second Schedule to this Agreement
2.28	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy"; "Occupied", "Occupier" and "Occupation" shall be construed accordingly
2.29	"the Parties"	means the Council the Freehold Owner and the Leasehold Owner
2.30	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 26 September 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/5181/P subject to conclusion of this Agreement
2.31	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.32	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.33	"the Property"	the land known as 3-6 Spring Place London NW5 3BA the same as shown dashed red on the plan annexed hereto
2.34	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.35	"Reasonable Endeavours"	means that it is agreed by the parties to the Agreement that the party under such an

		<p>obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement such party shall be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or such sums of money and the engagement of such professional or other advisers as in all the circumstances (including the importance to the other parties of the fulfilment of relevant obligation) may be reasonable to expect; in the case of the Owners, of a competent commercially prudent developer in the context of the Development; in the case of the Council, of a competent local authority acting reasonably in the context of its statutory functions; PROVIDED THAT this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours if it is clear that to do so would be likely to be futile</p>
2.36	"the Sustainability Plan"	<p>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:-</p> <p>(i) be based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving an Excellent or Outstanding rating and</p>

		<p>attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories</p> <p>(ii) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and</p> <p>(iii) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation</p>
2.37	"Travel Plan"	<p>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</p>

		<p>promoting the use of environmentally friendly transport incorporating (but not limited to) the following:-</p> <ul style="list-style-type: none">a) the elements set out in the Third Schedule hereto;b) 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;c) a mechanism for monitoring and reviewing of the plan on the first anniversary of the Occupation Date;d) measures to ensure subsequent reviews on the third and fifth anniversary of the Occupation Date using the initial survey referred to in (b) for baseline monitoring, ensuring the plan is updated where required upon receipt of results of the review and further approved in writing by the Council;e) 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; and
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		f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time
2.38	"Travel Plan Coordinator"	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
2.39	"Travel Plan Monitoring Contribution"	the sum of £6,020 (six thousand 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, approval and monitoring of the Owner's Travel Plan over a six year period from the date of first Occupation of the Development

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

- 3.1 This Agreement is made pursuant to section 106 of the Act, section 16 of the Greater London Council (General Powers) Act 1974, section 278 of the Highways Act 1980 and all other powers so enabling.
- 3.2 This Agreement is a planning obligation for the purposes of Section 106 as aforesaid and also provides undertakings for the purposes of section 16 of the Greater London Council (General Powers) Act 1974.

3.3 The covenants, undertakings, restrictions and obligations in this Agreement shall be enforceable by the Council against the Freehold Owner and Leasehold Owner in respect of their respective interests in the Property and their respective successors in title as provided herein and against any person deriving title to any part of the Property from the Freehold Owner or the Leasehold Owner **PROVIDED THAT:**

3.3.1 no person shall be liable for any breach of the covenants, undertakings, restrictions or obligations contained in this Agreement occurring after he has parted with the whole of his interest in the Property or the part in respect of which such breach occurs save and without prejudice to the rights of the Council in relation to any subsisting antecedent breach of those covenants, undertakings, restrictions or obligations prior to the parting of such interest;

3.3.2 the Council shall not enforce the covenants, undertakings, restrictions and obligations in this Agreement against owners or Occupiers of individual non-residential units on the Property or against any persons renting or using any space within the Development for Coworking, save in each case for any obligations prohibiting Occupation of any part of the Property in which they have a legal interest;

3.3.3 the Council shall not enforce the covenants, undertakings, restrictions and obligations in this Agreement against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Property or against any receiver appointed by such chargee or mortgagee unless and until such chargee, mortgagee or receiver has entered into possession of the Property or the part thereof to which such covenants, Undertakings, restrictions and obligations relate;

3.3.4 the Council shall not enforce the covenants, undertakings, restrictions and obligations in this Agreement against any Essential Services Provider; and

3.3.5 the Council shall not enforce the covenants, undertakings, restrictions and obligations in this Agreement against the Freehold Owner unless and until: (1) the Freehold Owner itself carries out any works on the Property pursuant to the Planning Permission, (2) the Freehold Owner acquires any leasehold interest in the Property or (3) the leasehold interest in the Property under Title Number NGL746528 is surrendered (save that the Freehold Owner will not be liable for any breach of the covenants, undertakings, restrictions or obligations occurring prior to such surrender).

- 3.4 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.
- 3.5 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.
- 3.6 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.7 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8, 9 10 and 11 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Commencement Date.
- 3.8 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.9 The Parties save where the context states otherwise shall include their successors in title.
- 3.10 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" in accordance with Clause 4.1 for all relevant purposes.
- 3.11 Nothing in this Agreement shall impose any planning obligation or shall apply to Network Rail Infrastructure Limited's freehold land, operational railway, equipment and airspace situated adjacent to the Property.
- 3.12 References in this Agreement to any approved plan shall encompass references to any variation or replacement of that plan as may be approved by the Council and the Owner shall be deemed to be in compliance with any obligation to comply with an approved plan if complying with a variation or replacement plan which has been approved by the Council.

3.13 The Council shall observe and perform the obligations imposed upon it in this Agreement.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CAR FREE DEVELOPMENT**

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any business unit forming part of the Development each new business occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Business Parking Permit to park a vehicle in a Business Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the business units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those business units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 **HIGHWAYS CONTRIBUTION**

4.2.1 On or prior to the Demolition Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Levels Plans for approval such approval not to be unreasonably withheld or delayed.

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

- (i) received the Highways Contribution in full; and
- (ii) approved the Levels Plans as demonstrated by written notice to that effect.

4.2.3 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 (acting reasonably as a result of making good any deficiency in the public highway arising from the Development and repaving the crossover and the footway immediately outside the front of the Property but for the avoidance of doubt not to otherwise put the Public Highway into a better state of repair and condition than as at the date hereof) and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.

4.2.4 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the reasonable and proper sum expended by the Council in carrying out the Highway Works ("the Certified Sum").

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

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

4.2.7 The Owner shall give the Council 6 months prior notice of the intended date of Occupation of the Development.

4.3 **DEMOLITION AND CONSTRUCTION MANAGEMENT PLANS**

4.3.1 On or prior to the Demolition Date to provide the Council for approval a draft Demolition Management Plan.

- 4.3.2 Not to Demolish nor allow Demolition of the Development until such time as the Council has approved the Demolition Management Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).
- 4.3.3 The Owner acknowledges and agrees that the Council will not approve the Demolition Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Demolition Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.3.4 To ensure that the Demolition Works shall not be carried out otherwise than in strict accordance with the requirements of the Demolition Management Plan as approved by the Council from time to time and not to permit the carrying out of any Demolition Works at any time when the requirements of the Demolition 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 by the Council (acting reasonably) to remedy such non-compliance.
- 4.3.5 On or prior to the Implementation Date to:
- (i) provide the Council for approval a draft Construction Management Plan; and
 - (ii) pay to the Council the Construction Management Implementation Support Contribution.
- 4.3.6 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).
- 4.3.7 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.3.8 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the

Construction Management Plan as approved by the Council from time to time and not to permit the carrying out of works of building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required by the Council (acting reasonably) to remedy such non-compliance.

4.4 EMPLOYMENT AND TRAINING PLAN

4.4.1 Prior to the Implementation Date to submit to the Council for approval the Employment and Training Plan.

4.4.2 Not to Implement nor permit Implementation until such time as the Council has approved the Employment and Training Plan as demonstrated by written notice to that effect such approval not to be unreasonably withheld or delayed.

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

4.5 LOCAL EMPLOYMENT

4.5.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall ensure no less than 20% of the work force is comprised of residents of the London Borough of Camden (unless otherwise agreed with the Council acting reasonably).

4.5.2 In order to facilitate compliance with the requirements of sub-clause 4.5.1 above the Owner shall work in partnership with (i) the King's Cross Construction Skills Centre; and (ii) take the following specific measures to ensure:-

- a) all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the King's Cross Construction Skills Centre;
- b) 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;
- c) that the King's Cross Construction Skills Centre is supplied with a full labour programme for the Construction Phase of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden; and
- d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self-employment profile of all workers referred by the King's Cross Construction Skills Centre and employed during the Construction Phase.

4.5.3 Unless otherwise agreed with the Council acting reasonably, the Owner shall ensure that at all times during the Construction Phase no less than 6 construction apprentices shall be employed at the Development always ensuring each apprentice shall be:-

- (i) recruited through the King's 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 London Living wage.

4.5.4 Unless otherwise agreed with the Council acting reasonably, the Owner shall ensure that during the Construction Phase of the Development no less than 3 work placements are provided at the Development.

4.5.5 Notwithstanding the provisions in clauses 4.5.3 and 4.5.4 (above) of this Agreement, during the Construction Phase the Owner shall use Reasonable Endeavors to provide training opportunities on site for employees resident within the London Borough of Camden and to provide a six-monthly statement setting out the details of candidates employed to King's Cross Construction Skills Centre.

4.5.6 If the Owner is unable to provide the apprentices in accordance with Clause 4.5.3 of this Agreement for reasons demonstrated to the satisfaction of the Council it shall:

a) forthwith pay the Council the Construction Apprentice Default Contribution in respect of each individual apprentice placement not provided; and

b) shall not Occupy or permit Occupation until such time as the Construction Apprentice Support Contribution (based on the individual apprentice placement) has been paid in full.

4.6 LOCAL PROCUREMENT

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

4.6.2 On or prior to the Implementation Date 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.

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

4.7 SUSTAINABILITY PLAN

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

- 4.7.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect (such approval not to be unreasonably withheld or delayed).
- 4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing (such approval not to be unreasonably withheld or delayed) confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.
- 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 Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan (unless otherwise agreed with the Council acting reasonably).

4.8 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN

- 4.8.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.8.2 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.
- 4.8.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.
- 4.8.4 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.

4.9 TRAVEL PLAN

- 4.9.1 On or prior to the date that is six months prior to Occupation:
- (a) submit to the Council the Travel Plan for approval; and
 - (b) pay to the Council the Travel Plan Monitoring Contribution
- 4.9.2 Not to Occupy or permit Occupation of any part of the Development until such time as:
- (a) the Council has approved the Travel Plan as demonstrated by written notice to that effect; and
 - (b) the Council has received the Travel Plan Monitoring Contribution in full.
- 4.9.3 The Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Travel Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Travel Plan.

4.10 CARBON OFFSET CONTRIBUTION

- 4.10.1 On or prior to Implementation to pay the Carbon Offset Contribution.
- 4.10.2 Not to Implement nor permit Implementation until such time as the Council has received the Carbon Offset Contribution in full.

4.11 LOCAL EMPLOYMENT AND TRAINING CONTRIBUTION

- 4.11.1 On or prior to Implementation to pay the Local Employment and Training Contribution.
- 4.11.2 Not to Implement nor permit Implementation until such time as the Council has received the Local Employment and Training Contribution in full.

4.12 PROJECT ARCHITECT

Unless otherwise agreed in writing by the Council (such agreement not to be unreasonably withheld or delayed) not to submit any further drawings required to be submitted under or in connection with the Planning Permission unless either:

- (1) such drawings have been prepared by Piercy & Company; or
- (2) Piercy & Company have overseen the production of such drawings.

4.13 AFFORDABLE WORKSPACE PLAN

4.13.1 On or prior to the date which is six months prior to Occupation, to submit to the Council the Affordable Workspace Plan for approval.

4.13.2 Not to Occupy any part of the Development until such time as the Council has approved the Affordable Workspace Plan as demonstrated by written notice to that effect.

4.13.3 Subject to clause 4.13.4, the Owner covenants with the Council that after the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when that part of the Development being used for Coworking (if any) is not being managed in strict accordance with the Affordable Workspace Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of that part of the Development being used for Coworking (if any) otherwise than in strict accordance with the requirements of the Affordable Workspace Plan.

4.13.4 The obligations contained in clauses 4.13.1 - 4.13.3 above shall only apply for such time as part of the floorspace within the Development is used for Coworking and shall only apply to that part of the Development used for Coworking.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

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

- 5.2 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 6.1 hereof quoting the Planning Permission reference 2016/5181/P the date upon which the Development is ready for Occupation.
- 5.3 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 on reasonable prior notice or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The 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.
- 5.5 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 Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation provided that for the avoidance of doubt no fee shall be payable to the Council in respect of the Council's fulfilment of its obligations in this Agreement or in respect of confirmation from the Council's planning department that the Owner has satisfied its obligations in this Agreement.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/5181/P and the Council shall in each case acknowledge receipt of the same.

5.7 Payment of the financial contributions payable pursuant to clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2016/5181/P. Electronic Transfer should be made directly to the National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 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 pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

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

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

5.10 All costs and expenses payable to the Council under this Agreement which are paid after the date that such costs and expenses have fallen due 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 the date that such payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2016/5181/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement up to a maximum of £8,400 inclusive of any VAT.
- 6.4 The Leaseholder 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 leasehold 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 and the Council shall use reasonable endeavours to assist with any requisitions raised by the Land Registry..
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted by the Council or by the Secretary of State on appeal or reference to him after the date of this Agreement.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or if it expires without the Development having been Commenced then this Agreement shall forthwith determine and cease to have effect.
- 6.9 Following the issue of a certificate of compliance issued pursuant to clause 5.5 in respect of all of the Owner's obligations in this Agreement the Council shall consent to the removal of this Agreement from the Charges Register of the title to the Property

7. **COUNCIL'S OBLIGATIONS**

- 7.1 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.
- 7.2 In the event of receipt of any contribution payable pursuant to clause 4 to 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.
- 7.3 Wherever in this Agreement reference is made to the phrase "following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development ... " or wording of equivalent effect the Council shall act reasonably to enforce such clause.

8. **JOINT AND SEVERAL LIABILITY**

Subject to Clause 3.5.5, all Covenants made by the Owner in this Agreement are made jointly and severally by the Freehold Owner and the Leasehold Owner and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

Any person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms, save for the successors in title to the Freehold Owner and the Leasehold Owner and in the case of the Council, the successor to its statutory functions under this Agreement and clause 3.3 may be relied upon by any person falling within a class identified in that clause.

10. **JURISDICTION**

- 10.1 The validity construction and performance of this Agreement is to be governed by and construed in accordance with the laws of England and Wales.
- 10.2 The Parties irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim dispute or matter arising under or in connection with this Agreement or the legal relationship established by this Agreement.

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

EXECUTED AS A DEED BY
AFFIXING THE COMMON SEAL OF
NETWORK RAIL INFRASTRUCTURE LIMITED
in the presence of:

[Handwritten signature]

.....Senior Assistant.....

Company Secretary

SEAL NO.
40105

Authorised Signatory as approved
by a resolution of the Board of
Network Rail Infrastructure Limited
on 19 October 2015

EXECUTED AS A DEED BY)
SPRING PLACE LIMITED)
acting by)

[Handwritten signature: C. McErlane]

.....Chris McErlane
Authorised Signatory Director

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

[Handwritten signature: R. Alexander]

.....
Authorised Signatory



