

DATED

Thirteenth

SEPTEMBER 1968

INDEPENDENT TELEVISION NEWS LIMITED

- and -

MAYOR AND BURGESSES
OF THE
LONDON BOROUGH OF CAMDEN

AGREEMENT

relating to

Land at Grays Inn Road
London WC1

Ref: IIM/37YW/36319/0008

McKenna & Co

THIS AGREEMENT is made the 13th day of September One thousand nine hundred and eighty eight **BETWEEN INDEPENDENT TELEVISION NEWS LIMITED** (hereinafter called "the Owner") of the one part and **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the other part

WHEREAS

- (1) The Owner is registered at H M Land Registry with Title Absolute under Title number NGL393006 as proprietor of land known as 200 Grays Inn Road and is registered with Title Absolute under Title number NGL265533 as proprietor of certain ground floor and basement levels of land known as The Industrial Printing and Publishing Works forming part of New Printing House Square Grays Inn Road (hereinafter collectively called "the Land" and delineated on the attached plan marked A and thereon edged in red)
- (2) The Council is the local planning authority for the London Borough of Camden in which the land is situated for the purposes of the Town and Country Planning Act 1971 (hereinafter called "the Act")
- (3) Application was made on the 9th day of June 1988 for outline planning permission for the redevelopment of the land for B1 Business Use including television purposes storage and parking
- (4) The Council as the Highway Authority for those public roads known as Mount Pleasant and Gough Street in the London Borough of Camden propose to carry out a scheme of environmental improvements to those areas of public road footpath and pedestrian paved area along Mount Pleasant between the junction of Elm Street/Mount Pleasant and the junction of 57 Mount Pleasant and along Gough Street between the access way to 10-22 Coley Street and the junction of Laystall Street/Mount Pleasant as more particularly delineated on Proposals Drawing No M15/28/A/1 (hereinafter referred to as the "Mount Pleasant Environmental Scheme")

(5) The Council is prepared to grant consent for the said application subject to the conditions set out in the Schedule hereto and subject to the conditions restrictions provisions and other matters referred to herein

(6) The Owner and the said Council have agreed to make provision to regulate the development of the land in the manner hereinafter appearing and pursuant to the statutory powers hereafter referred to

(7) The Council has resolved to approve and grant consent to the aforesaid application for development of the Land for the purposes of the Act subject to completion of this Agreement and subject to the conditions mentioned in the planning permission of even date herewith relating to the Land under reference PL/8800251 (hereinafter called "the Planning Permission")

NOW THIS DEED WITNESSETH as follows:-

1. This Agreement is made in pursuance of Section 52 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of Local Government Act 1972 and all other powers hereunto enabling

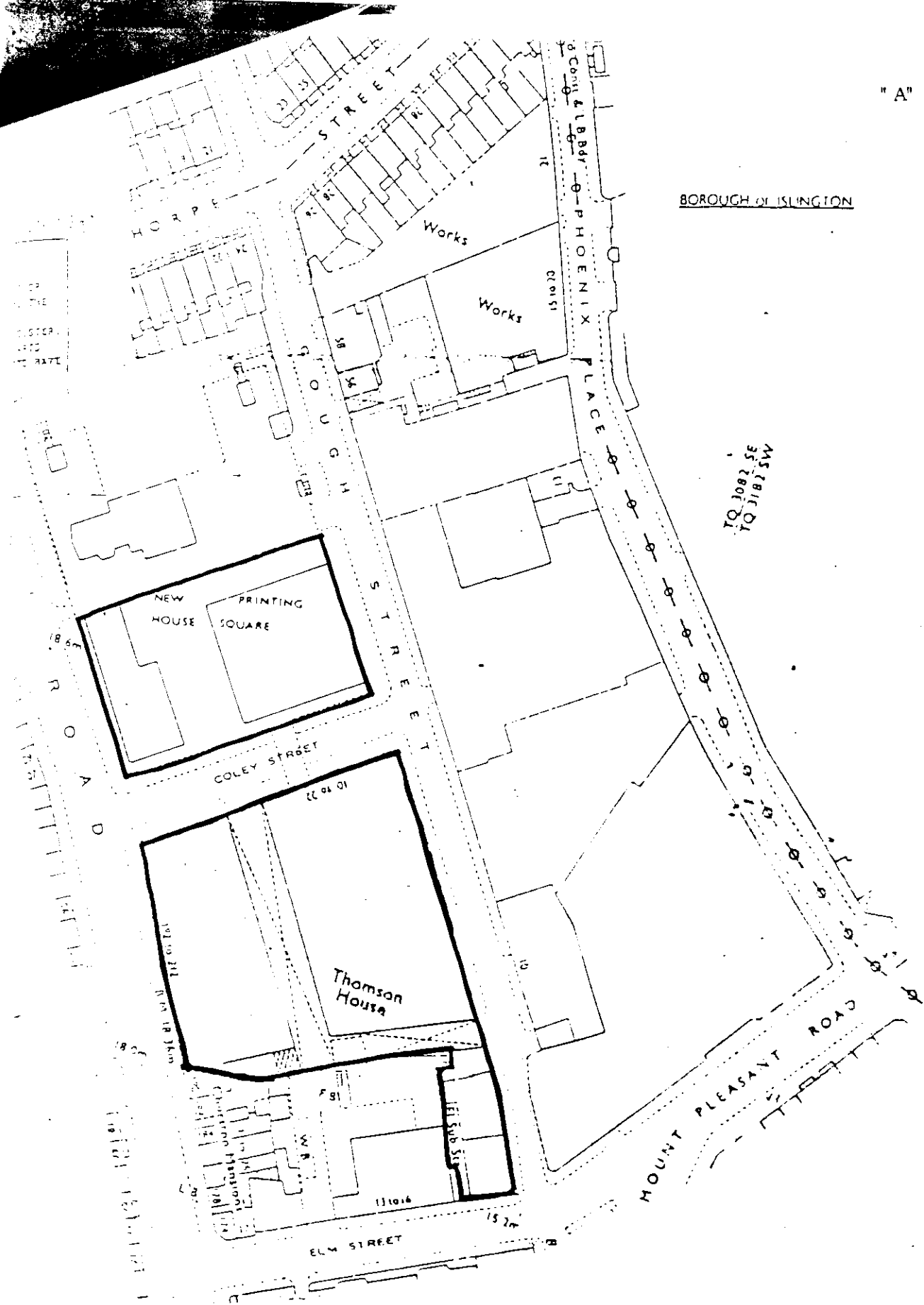
2. The Owner hereby covenants with the Council that it will not make any claim for compensation in respect of any condition restriction provision or other matter contained in this Agreement or arising from the existence of this Agreement

3. The Owner hereby covenants with the Council that it will observe and perform the conditions restrictions provisions and other matters contained herein

4. The Owner hereby covenants with the Council that it will within ten days from the date hereof lodge its Land or Charge Certificate(s) relating to the land with H M Land Registry and will apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and shall forthwith after such lodgement inform the Council of the deposit number and will furnish the Council forthwith on written demand therefor authority for the Council to inspect

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the titles to the Land and to obtain office copies of such titles to show the entry of this Agreement in the Charges Register of the titles to the Land

5. This Agreement is without prejudice to and shall not be construed as derogating from any of the rights powers and duties of the Council pursuant to any of its statutory functions or in any other capacity

6. The expressions "the Owner" and "the Council" shall include their respective successors in Title and Assigns

7. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice to be served under or in connection with this Agreement any notice to the Council to be in writing and addressed to the Chief Executive (Reference: Legal/PL/266/ITN) London Borough of Camden Town Hall Euston Road London NW1 2RU and any notice to the Owner to be addressed to Independent Television News Limited ITN House 48 Wells Street London W1P 4DE or any substituted registered office of the Owner as notified to the Council by the Owner from time to time

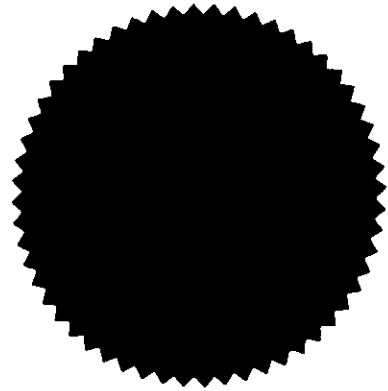
8. It is hereby agreed and declared by the Owner and the Council that The Schedule hereto forms part of this Agreement

9. Nothing in this Agreement shall imply any obligation on the part of the Council to the Owner or to any person or any obligation on the part of the Owner to the Council or to any person to ensure that the development and works mentioned herein are properly constructed

10. Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 shall apply to the covenants set out in paragraphs 1 and 2 of the Schedule hereto

IN WITNESS whereof the parties hereto have hereunto affixed their
Common Seals the day and year first before written

THE COMMON SEAL OF INDEPENDENT)
TELEVISION NEWS LIMITED was)
hereunto affixed in the presence of:-)



Director

Secretary

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

THE SCHEDULE

1. The Owner shall pay the Council within 21 days of a written demand therefore all the reasonable costs of the environmental improvements carried out by the Councils Works Department under the Mount Pleasant Environmental Scheme in accordance with Proposals Drawing Number M15/28/A/1 provided that if such environmental improvements are not carried out and completed by the date which is three years after the completion by the Owner of its proposed development of the land as aforesaid then the Owner shall be automatically released from its obligations to make such payment and provided always the owner shall notify the Council in writing of the completion date of its proposed development for the purposes of this Agreement within 14 days therefrom and provided that if any difference shall arise between the Owner and the Council as to the completion date of the Owners proposed development for the purposes of this Agreement then such difference shall be referred to an independent arbitrator whose appointment shall be agreed upon by the parties hereto or in default of agreement to be appointed by the President for the time being of The Law Society *ML*
2. The Council shall not require the Owner to pay to it a sum exceeding Thirty Five Thousand Pounds (£35,000.00) in pursuance of the provisions of Paragraph 1 of the Schedule *ML*
3. Independent Television News Limited (meaning Independent Television News Limited personally and not including its successors and assigns) undertakes to liaise with the Councils Economic Development Unit or such other officers of the Council as the Council may notify to the Owner and through the Unit (or such other officers) with other nominated training groups and employment agencies to promote the employment of local unemployed residents by Independent Television News Limited in connection with its operations at its proposed studios at the Land *ML*