

DATED 16 MARCH 2022

TRANSPORT FOR LONDON (1)
and
LAZARI PROPERTIES 8 LIMITED (2)

AGREEMENT
pursuant to section 278 of
the Highways Act 1980
relating to Stephenson House
75 Hampstead Road
London NW1



Ref: 2720763/TAW1/RKR1

THIS AGREEMENT is made this 16th day of March 2022

BETWEEN:

- (1) **TRANSPORT FOR LONDON** of 5 Endeavour Square, London E20 1JN ("TfL"); and
- (2) **LAZARI PROPERTIES 8 LIMITED**, (Company no. 09980684) whose registered office is situated at Accurist House, 44 Baker Street, London W1U 7BR ("the Developer").

WHEREAS:

- (1) The Developer has been granted the Planning Permission for the Development which involves the carrying out of works on the TfL Road as shown on the Outline Drawing.
- (2) TfL is authorised by virtue of Part V of the 1980 Act to carry out improvements to the TfL Road and has agreed to enter into this Agreement with the Developer for the purpose of securing the carrying out by the Developer of works to the TfL Road on behalf of but at no cost to TfL.
- (3) The Superseded Highways Agreement shall determine and no longer be of any legal effect on the date of this Agreement
- (4) This Agreement is made pursuant to section 278 of the 1980 Act.
- (5) TfL is satisfied that the Works to which this Agreement relates will be of benefit to the public.

NOW IT IS AGREED AS FOLLOWS:

1 Interpretation

- 1.1 In this Agreement the following words or expressions shall, where the context so admits, have the following meaning:

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| "Cash Bond" | the sum of £140,253.48 being 150% of the estimated cost of the Works adjusted if demanded by TfL in accordance with the movements in the Index between the date of this Agreement and a date being twenty working days prior to commencement of the Works to the intent that the adjusted figure shall constitute the Cash Bond; |
| "Contract" | the JCT Design and Build Contract 2016 (with amendments) or such other contract as may be agreed between the Developer and TfL to be let by the Developer to a contractor approved by TfL under the terms of this Agreement for the construction of the Works; |
| "Detailed Drawings" | the drawings to be submitted and approved in accordance with clause 2.2; |
| "Development" | means the development of the Site in accordance with the Planning Permission; |
| "Escrow Account" | the following account held and managed by TfL: |

Transport For London - Surface Transport
Client Money Manager 1

Sort code: 40-02-50

Account: 13666085

Branch: RMS Department, 2nd Floor, 62-76
Park Street. London SE1 9DZ.

IBAN: GB95MIDL40025013666085

Swift code: MIDLGB22

to which all payments from the Developer should be sent provided that reference number SC.2769.272 & 272 should at all times be quoted on any such payment;

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| "Estimated Works Cost" | the sum of £93,502.32 being the estimated cost of the Works adjusted if demanded by TfL in accordance with the movements in the Index between the date of this Agreement and a date being ten working days prior to commencement of the Works; |
| "Estimated Lane Rental Charge" | the sum confirmed by TfL in writing in respect of the occupation of the TfL Road by the Developer as a consequence of the Works, such charge to be calculated in accordance with the TfL Lane Rental Scheme; |
| "Final Certificate" | the certificate issued under clause 4; |
| "Index" | the Resource Cost Index of Road Construction (ROCOS) published by the Department for Business, Enterprise & Regulatory Reform (BERR) as part of the Quarterly Building and Cost Indices for Public Sector Construction Works or such other index as may from time to time be published in substitution thereof; |
| "Initial Costs Contribution" | the sum of £5,000.00 already paid to TfL by the Developer in respect of highway management engineering and transportation advice and assistance given to the Developer by TfL together with its administrative costs and which TfL is holding in the Escrow Account; |
| "Occupation" | means the use or occupation of the Development or any part thereof for the purposes permitted by the Planning Permission and does not include occupation by personnel engaged in construction, fitting out or decoration, commissioning for occupation or occupation for marketing or display or operations in relation to security and the phrase "Occupy" and cognate expressions shall be construed accordingly. |
| "Outline Drawing" | drawing number 17412-TLP-100 attached to this Agreement at Annex 1 as approved by TfL; |
| "Planning Permission" | planning permission granted by the London Borough of Camden under reference number 2018/0663/P (or any amendment thereto from time to time); |

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| "Programme" | | the programme for the Works to be agreed with TfL before the Works are commenced (together with such revisions that may be agreed in writing between the parties from time to time) such programme to include a statement of the overall sequence in which the Works are to be carried out including the times during the day (having regard to TfL's current timing requirements) and a general description of the agreed arrangements and methods of construction which the Developer is to adopt, together with an estimate of the amount of time to be spent by the Developer in carrying out and completing the Works; |
| "Provisional Certificate" | | the certificate issued under clause 4; |
| "Safety Audits" | | together the Stage 1 Safety Audit, the Stage 2 Safety Audit, the Stage 3 Safety Audit and the Stage 4 Safety Audit; |
| "Site" | | Stephenson House, 75 Hampstead Road, London NW1 2PL shown edged red on the Site Plan; |
| "Site Plan" | | the plan attached to this Agreement at Annex 2; |
| "Stage 1 Safety Audit" | | the safety audit undertaken at the completion of the preliminary design of the Works; |
| "Stage 2 Safety Audit" | | the safety audit undertaken at the completion of the detailed design of the Works; |
| "Stage 3 Safety Audit" | | the safety audit undertaken prior to issue of the Provisional Certificate; |
| "Stage 4 Safety Audit" | | the safety audit undertaken prior to issue of the Final Certificate; |
| "Specification" | | the Specification for Road and Bridge Works published by the Department for Transport together with such variations as may be agreed between the parties from time to time; |
| "Statutory Undertaker" | | any person, company, corporation, board or authority whose apparatus is pursuant to a statutory right or to a licence granted under Section 50 of the 1991 Act at the date of this Agreement already installed in, under, over or upon the land on which the Works are to be carried out PROVIDED THAT such expression shall include the authorised successor to any such person, company, corporation, board or authority; |
| "Superseded Agreement" | Highways | means the Agreement between (1) TfL and Lazari Properties 2 Limited (2) dated 5 th April 2018 pursuant to Section 278 of the 1980 Act relating to highway works at the Site; |
| "TfL Group" | | TfL and all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time; |
| "TfL Lane Rental Scheme" | | the scheme adopted by TfL pursuant to section 74 and 74A of the 1991 Act which provides for charges to be |

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| | made for the occupation of highway where works are unreasonably prolonged; |
| "TfL Road" | the A400 Hampstead Road fronting the Site (excluding for the avoidance of doubt land which forms part of the Site which is not maintainable at the public expense); |
| "Traffic Order(s)" | an order to be made by TfL in accordance with the requirements of the 1984 Act; |
| "VAT" | Value Added Tax and any tax of a similar nature substituted for it or in addition to it; |
| "Working Day" | means any day (other than a Saturday, Sunday or a statutory bank holiday) on which Clearing Banks (being a bank which is a member of the CHAPS Clearing Company Limited and APACS Limited) are open in England for the transaction of banking business; |
| "Works" | the highway improvement works to the TFL Road to be undertaken in accordance with the Specification, as illustrated on the Detailed Drawings and as described in the First Schedule together with such additional works as may be required by TfL following the Stage 3 Safety Audit and the Stage 4 Safety Audit; |
| "1980 Act" | the Highways Act 1980; |
| "1984 Act" | the Road Traffic Regulation Act 1984; |
| "1991 Act" | the New Roads and Street Works Act 1991; and |
| "2004 Act" | the Traffic Management Act 2004. |

- 1.2 A reference to a clause, schedule or recital followed by a number is a reference to the clause, schedule or recital, as the case may be, of this Agreement bearing that number.
- 1.3 Where the context so admits the expression "TfL" shall include its successors in function.
- 1.4 Words importing the singular number only shall include the plural number and vice versa and words importing any particular gender shall include masculine, feminine and neuter genders.
- 1.5 The headings in this Agreement are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Agreement.
- 1.6 References in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order, delegated legislation, plans, regulations, permissions and directions, amending, re-enacting or made pursuant to the same as current and in force from time to time.
- 1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 If any provision of this Deed shall be held to be invalid illegal or unenforceable, the validity,

legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected impaired or called into question.

2 Developer's Covenants

The Developer covenants with TfL as follows:

- 2.1 To give to TfL at least 3 months written notice of the date on which the Developer wishes to commence the Works.
- 2.2 To submit to TfL:
 - (a) the Detailed Drawings and/or plans of the Works showing in detail the layout and design construction of all road and drainage works (together with longitudinal and cross sections) and landscaping;
 - (b) details of all necessary traffic management measures to be implemented during the carrying out of the Works; and
 - (c) the construction management plan for the Development.
- 2.3 Not to commence any part of the Works until:
 - (a) a Stage 1 Safety Audit and a Stage 2 Safety Audit has been produced and has been approved by TfL in writing;
 - (b) the details submitted to TfL pursuant to clause 2.2 have been approved in writing by TfL;
 - (c) the details submitted to TfL pursuant to paragraphs 2 and 11 of the Second Schedule have been approved in writing by TfL;
 - (d) TfL has approved in writing the contractor who will be undertaking the Works on behalf of the Developer;
 - (e) TfL has approved in writing the start date for the Works;
 - (f) any Traffic Regulation Orders required in respect of the Works have been secured;
 - (g) a condition survey of the TfL Road within the vicinity of the Development has been submitted to and approved by TfL in writing; and
 - (h) evidence has been provided to TfL's satisfaction that the Developer has complied with the obligation in paragraph 19 of the Second Schedule and that either the Statutory Undertakers have approved the design of the Works or have indicated that no works are required to their apparatus as a consequence of the Works; and
 - (i) the Estimated Lane Rental Charge has been paid into the Escrow Account.
- 2.4 To diligently carry out and complete the Works in accordance with the Detailed Drawings, the Programme, the Specification and the provisions of the First Schedule and the Second Schedule to the reasonable satisfaction of TfL.
- 2.5 To:
 - (a) indemnify TfL from and against all actions, costs, claims demands, charges and expenses whatsoever arising or which may arise out of or be incidental to the execution of the Works other than those arising under Parts I and II of the Land Compensation Act 1973 in respect of which the provisions of clause 2.5(b) shall apply;

- (b) indemnify TfL against all claims under Parts I and II of the Land Compensation Act 1973 arising out of the use of the Works

PROVIDED THAT TfL shall notify the Developer immediately upon receipt of any such claim referred to in clauses 2.5(a) and 2.5(b) and the indemnity provided by this clause shall not apply in respect of any action, cost claim, demand, charge or expense whatsoever arising, or which may arise out of or be incidental to any negligent or defective act, default, or omission on the part of TfL their agents workmen or employees.

- 2.6 Before commencement of the Works and at no expense to TfL to obtain such consents, licences or permissions as may be required for the purposes of carrying out the Works and to comply with the same and indemnify and keep TfL indemnified from and against all liabilities, costs, claims, actions, demands or expenses which may arise from the Developer's failure to obtain or to comply with such consents, licences or permissions.
- 2.7 Before the issue of the Final Certificate pursuant to the provisions of clause 4 and the Works accordingly becoming highway maintainable at public expense, to execute and complete or to procure the execution and completion by all necessary parties without cost to TfL of such deeds of grant as are necessary to secure to TfL full and exclusive drainage rights in respect of such parts of any surface water drainage system which from part of the Works as are located outside the limits of the public highway adopted or to be adopted and such other easements as may be required by TfL for the future maintenance of any such structure forming part of the Works as constructed.
- 2.8 Not to occupy or use for trading or permit the Occupation or use for trading of any building constructed as part of the Development until the Works have been completed, completion of which shall be evidenced by the issue of the Provisional Certificate.
- 2.9 To pay to TfL on the execution of this Agreement:
- (a) TfL's reasonable legal costs in connection with the preparation and completion of this Agreement; and
- (b) such reasonable costs and expenses properly incurred by TfL in respect of the highway management engineering and transportation advice and assistance given to the Developer by TfL in relation to the Works together with its administrative costs each of which have been incurred prior to the date of this Agreement and which exceed the Initial Costs Contribution.
- 2.10 Following the commencement of the Works to pay to TfL within 20 Working Days of written demand and the production of a proper invoice for the amount of the payment:
- (a) the reasonable costs and expenses properly incurred by TfL in the project management, checking and approving the design, checking the Safety Audits (and/or the cost of carrying out the Stage 3 Safety Audit and the Stage 4 Safety Audit) and carrying out periodic site inspections and construction quality assurance of the Works;
- (b) from time to time during the course of the Works the reasonable costs and expenses properly incurred by TfL in the testing of any materials carried out by TfL;
- (c) any costs properly incurred by TfL in connection with the diversion and/or protection of the apparatus of Statutory Undertakers as evidenced by copies of their invoices;
- (d) any costs properly incurred by TfL in making and implementing Traffic Orders which TfL deem necessary as a result of the Works and whether made or implemented prior to during or following the completion of the Works;
- (e) any sums due under the TfL Lane Rental Scheme which exceed the Estimated Lane Rental Charge paid prior to commencement of the Works; and

- (f) all costs properly incurred by TfL in updating TfL's Asset Inventory and Management System.

2.11 If any section of the TfL Road is to be used by lorries or other heavy vehicles driven on behalf of the Developer in connection with the Development, any such traffic shall be deemed to be extraordinary traffic for the purposes of section 59 of the 1980 Act and the Developer shall pay to TfL any additional cost of repair or maintenance as may be certified by TfL as being attributable to such extraordinary traffic due allowance being made for the ordinary cost of maintenance of the TfL Road by reason of normal wear and tear.

2.12 If any section of the TfL Road is to be excavated by or on behalf of the Developer to undertake site investigations directly or indirectly in connection with the Development, the Developer shall first consult TfL to obtain the relevant approvals and permits and, following completion of site investigations, shall reinstate that section of the TfL Road to the reasonable satisfaction of TfL.

2.13 To supply TfL with a copy of the Contract as soon as reasonably practicable following its completion.

3 Access to the Public Highway and Other Land

TfL at no extra cost to the Developer and without prejudice to their respective statutory powers and duties give to the Developer licence to enter and to remain upon, with or without workmen, plant and machinery, so much of the public highway under TfL's control as TfL shall agree is reasonably necessary for the Developer to carry out its obligations under this Agreement and it is agreed and declared that such licence extends to breaking open (subject where appropriate to making good its surface) and, without limitation to the other provisions of this Agreement, carrying out works in or under the public highway PROVIDED THAT for the avoidance of doubt land shall not be regarded as being under TfL's control if entry on to the land would amount to a breach of an express or implied covenant by TfL to any occupier of such land.

4 Certification and Adoption of the Works

4.1 Following:

- (a) completion of the Works in accordance with the provisions of this Agreement;
- (b) completion of all necessary works reasonably required by TfL and notified to the Developer in writing as a result of the Stage 3 Safety Audit;
- (c) all outstanding sums due to be paid to TfL under this Agreement have been paid;
- (d) TfL being provided with the highway adoption drawings as described in and pursuant to paragraph 30 of the Second Schedule, the 'As Built' drawings as described in and pursuant to paragraphs 30 and 31 of that Schedule and the Health and Safety File relating to the Works in accordance with paragraph 33 of that Schedule

TfL shall issue the Provisional Certificate.

4.2 Upon the issue of the Provisional Certificate such part of the Works that are not part of the public highway shall become public highway but TfL shall remain as street manager for the purposes of section 49(4) of the 1991 Act until the date of issue of the Final Certificate.

4.3 The Developer shall at its expense, maintain the Works for the minimum period of 12 months from the date of issue of the Provisional Certificate and prior to the expiration of that period the Developer shall as soon as practicable reinstate and make good any defects or damage due to faulty survey, design, materials or workmanship which may have arisen or be discovered during such period (including any defect in or damage to the road surface water drainage system and highway cables) to the satisfaction of TfL.

4.4 At the expiration of the twelve months maintenance period referred to in Clause 4.3, the

Developer shall serve written notice on TfL confirming the expiration of such period and then **PROVIDED THAT:**

- (a) any necessary reinstatement or other works have been completed to TfL's reasonable satisfaction in accordance with Clause 4.3;
- (b) all monies due to be paid to TfL under this Agreement have been paid;
- (c) the grant of any easements required to be made to TfL under this Agreement have been completed; and
- (d) the Stage 4 Safety Audit is produced and all necessary works reasonably required by TfL and notified to the Developer in writing as a result of the Stage 4 Safety Audit are completed to TfL's satisfaction;

TfL shall issue the Final Certificate.

4.5 Upon the issue of Final Certificate the Works shall become maintainable at public expense with effect from that date.

4.6 Within four months of date of issue of the Final Certificate, TfL will issue to the Developer a final account of the costs incurred by TfL pursuant to this Agreement together with a proper invoice for all costs and the sums paid to TfL by the Developer (including the Initial Costs Contribution) and within two months of the date of that account if:

- (a) the account shows that a further sum is due to TfL (the costs incurred having exceeded any sums received) the Developer will pay the outstanding sum to TfL; or
- (b) the account shows that the sums already paid by the Developer exceed the costs incurred by TfL then TfL will repay the balance (together with any accrued interest) to the Developer.

5 The Cash Bond

5.1 The Developer will prior to submitting an application to TfL for a works permit in respect of the Works pursuant to the 1991 Act pay to TfL (by electronic transfer into the Escrow Account) the Cash Bond.

5.2 If the events referred to in clause 5.4 below occur, TfL may draw from the Cash Bond such sum as TfL certifies is necessary in order to complete the Works or remedy any defects or any default of the Developer in the performing of its obligations such sum to include TfL's necessary administrative expenses.

5.3 TfL will apply any sum drawn from the Cash Bond pursuant to clause 5.2 towards:

- (a) the costs of completion of the Works;
- (b) discharging the administrative expenses incurred by TfL in preparing and letting an alternative contract and inspecting the execution of such works; and
- (c) any other sums due to TfL under the terms of this Agreement which the Developer has failed to pay.

5.4 The events referred to in clause 5.2 above are:

- (a) any failure by the Developer to complete the Works in accordance with the Detailed Drawings and in accordance with all the other requirements of this Agreement;
- (b) the commencement of the winding up of the Developer or the appointment of a receiver of any of the Developer's assets or the making of a receiving order in bankruptcy against

the Developer or (if more than one) any of them.

- 5.5 Upon the issue of the Provisional Certificate the Cash Bond will automatically be reduced by 60% or (if there is more than one Provisional Certificate) 60% of the value of the Works so certified or in either event the higher percentage agreed between the parties which represents the value of the completed Works and the Cash Bond will automatically be released and discharged upon the issue of the Final Certificate and the liability of the Developer will cease.

6 Delegation of the Developer's Obligations

- 6.1 It is agreed that the performance of the obligations on the part of the Developer to carry out the Works on behalf of TfL may be delegated to a contractor or sub-contractors PROVIDED THAT:
- (a) the Developer shall remain liable to TfL for the due performance and observance of this Agreement;
 - (b) the Contract by which the obligations contained in this Agreement are delegated shall incorporate the Specification and the description of the Works appearing in the First Schedule and the Detailed Drawings and/or such other drawings as may be deemed by TfL to be contract drawings for the purposes of the Contract; and
 - (c) the Developer shall ensure that for the purposes of the Contract the amount of insurance cover against losses and claims for injuries or damage to persons or property arising out of or in consequence of the Works shall be not less than ten million pounds (£10,000,000.00) in respect of any one incident.

7 Notices

Any notice or demand required by this Agreement to be given or made will be in writing and will be served on TfL or the Developer by being forwarded by registered or recorded delivery post to their respective offices as stated within this Agreement and any notice sent by post will be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

8 Interest on Overdue Payments

In the event of any delay in the making of any payment required to be made by the Developer to TfL under this Agreement interest shall be payable on that sum at the rate of 3 per cent (3%) above the HSBC Bank plc base lending rate from time to time in force from the date when payment was due until the date of actual payment.

9 Assignment

The Developer shall not have the right to assign the benefit of this Agreement or any part of it without the consent of TfL and subject to such consent being given the Developer shall not from the date of the assignment be liable for any breach of the covenants contained in this Agreement but without prejudice to any subsisting breach occurring prior to the date of the assignment.

10 Miscellaneous Provisions

- 10.1 The Developer confirms that any monies repayable to the Developer by TfL under this Agreement shall be paid into the following bank account:

Account Name: Lazari Properties 8 Limited

Account No: 19153368

Sort Code: 30-08-12

Bank Name: Lloyd's Bank

or such other bank account as the Developer may notify to TfL in writing.

- 10.2 In the event that TfL is unable to repay any monies due to the notified bank account ceasing to exist or refusing to accept deposit of any monies then TfL shall first notify the Developer of this and if the Developer has not provided an alternative bank account for payment within three months of the date of that notification TfL may retain any such monies and shall have no liability to the Developer for repayment of the same.
- 10.3 If construction of the Works shall not have commenced within 2 years of the date of this Agreement or such other period as the Developer and TfL may agree, this Agreement shall cease to have effect.
- 10.4 The Developer and TfL agree that the Superseded Highways Agreement shall determine and no longer be of any legal effect on the date of this Agreement.
- 10.5 Any third party who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 ("the Third Party Act") to enforce any term of this Agreement even though a term may purport to confer or may be construed as conferring a benefit on a third party. This does not affect any right or remedy of a third party, which exists or is available apart from the Third Party Act.
- 10.6 The Third Party Act applies to the Agreement to the effect that any member of the TfL Group and its appointed agents has the right to enforce any provision contained in the Agreement against the Contractor to the extent that the provision confers a benefit or purports to confer a benefit on that member of the TfL Group.
- 10.7 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with the Laws of England and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of England.
- 10.8 The Developer and TfL agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Agreement.

IN WITNESS the parties have signed this Agreement as a Deed on the date written above

First Schedule

The Works

The Works shall comprise renewal of the Hampstead Road footway fronting the property at 75 Hampstead Road from junction with Drummond Street to junction with William Street from the building line to the kerb line (inclusive); and installation of 9 no. Sheffield Cycle Stands, disconnection/reconnection of telephone booth, resetting of utility frames and covers, kerb line and tree pits and any additional minor works

Second Schedule

Terms and Conditions for the Execution of the Works

1. The Works shall be executed by the Developer in accordance with the Specification the Detailed Drawings and the Programme which shall first have been prepared by a consultant engineer and then approved by TfL.
2. The Developer shall:
 - 2.1. not less than one calendar month prior to commencement of the Works submit to TfL for approval:
 - (a) all designs documents drawings;
 - (b) the specifications stipulated in any tender documents;
 - (c) the Programme for the construction of the Works;
 - (d) the Developer's proposed arrangements for the supervision of the Works; and
 - (e) full details of traffic management arrangements.
 - 2.2. forthwith following completion of the Works, procure the carrying out and completion of the Stage 3 Safety Audit and the Stage 4 Safety Audit.
3. TfL shall approve or submit to the Developer their written comments in full upon those matters referred to in paragraph 2.1 of this Schedule as soon as possible and not later than two calendar months from receipt and those matters referred to within paragraph 2.2 as soon as possible and not later than 10 Working Days from receipt and the Developer shall not commence the Works until TfL's written approval has been obtained pursuant to paragraph 2 of this Schedule (other than for the Stage 3 and 4 Safety Audits) such approval not to be unreasonably withheld or delayed.
4. If the Developer shall wish to revise the Programme it shall notify TfL in writing of any revisions to the Programme at least 20 working days before implementing such revisions, provided always that such revisions shall not be implemented unless agreed by TfL.
5. TfL shall approve or submit to the Developer their written comments in full upon those matters referred to in paragraph 4 of this Schedule within 20 working days of receipt.
6. If TfL do not propose to give their approval in relation to any of those matters referred to in paragraph 2 or 4 of this Schedule they shall as soon as possible within the respective periods referred to in paragraphs 3 and 5 of this Schedule in writing so inform the Developer.

Traffic Regulation Orders

- 7.1 For temporary Traffic Orders the Developer shall at least 4 months before such orders are required to be implemented submit to TfL draft details and plans of the terms on which such orders are required.
- 7.2 For permanent Traffic Orders no Works unless otherwise agreed by TfL shall commence until such orders have been brought into force and the Developer shall at least 6 months before they wish to execute the Works submit to TfL details and plans of the terms on which such orders are required.

Access

8. The Developer shall during the progress of the Works give or procure for TfL and any person or

persons duly authorised by them unfettered access to every part of the Works and permit him or them to inspect the same as they proceed and all materials used or intended to be used therein and shall give effect to any reasonable and proper requirements made or reasonable and proper direction given by TfL to conform to the Drawings and/or the Programme and the Specification.

9. The Developer shall not cover up or put out of view any works without the approval of TfL and shall afford full opportunity for it to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and shall give at least 2 working days' notice to TfL whenever any such work or foundations is or are ready or about to be ready for examination.
10. TfL shall without unreasonable delay unless they consider it unnecessary and advise the Developer accordingly attend when required by the Developer upon at least 2 working days' notice for the purpose of examining and measuring such works or of examining such foundations.

Testing of Materials

11. Before commencement and during the construction of the Works the Developer shall submit for approval to TfL a list of suppliers from whom it wishes to obtain materials for incorporation in the Works together with test certificates for such materials and shall at its own cost provide TfL with any samples of materials it may reasonably request for testing purposes.
12. TfL shall have power in its reasonable discretion to test or require the testing of materials plant workmanship used or proposed to be used in the Works and to reject any materials plant or workmanship so tested which he may reasonably and properly find to be not in accordance with the Specification and the Drawings.
13. The Developer shall as soon as is reasonably practicable replace or repair any materials plant or workmanship which have been found not in accordance with the Specification and the Drawings. The replacement materials or repair shall be in accordance with the Specification and the Drawings.
14. TfL shall for the purposes of this Schedule be allowed reasonable access and admission to the Works or the places where materials or plant for the Works may be stored or in the course of preparation manufacture or use.
15. The Developer shall as soon as is reasonably practicable remove such materials plant and workmanship as are rejected by TfL pursuant to paragraph 12 of this Schedule which are not capable of repair or remedy from the site of the Works and if the Developer shall wish to continue to store such rejected irreparable materials plant and workmanship on the site of the Works they shall be stored separately from those materials plant and workmanship which have not been so rejected or which the Developer shall wish in future to use in execution of the Works.

Opening Up of the Works

16. During the construction of the Works and prior to the issue of the Final Certificate TfL may issue instructions to the Developer to open up or expose any part of the Works which have been covered up without previously being inspected by TfL and TfL will endeavour to confirm in writing any oral instruction as soon as possible after the oral instruction has been given.
17. Should the Developer fail to comply with any such instructions TfL may so take up or expose the Works causing as little damage or inconvenience as is possible to or in respect of any other part or parts of the Works the reasonable and proper cost of such taking up or exposure and reinstatement to be met by the Developer.
18. If the Works are covered up by the Developer after giving at least 2 working days' notice of its intention so to do and TfL shall have failed to inspect within that period and shall subsequently require the Works or any part of them to be uncovered for the purposes of inspection and:

- 18.1 If inspection reveals that the relevant part or parts of the Works has or have been completed in accordance with the Drawings and the Specification all reasonable and proper costs in respect of such uncovering and inspection and of reinstating the part or parts of the Works uncovered shall be borne by TfL and that party shall be liable for any consequential costs expenses or damages which shall be directly or indirectly attributable to delay or interference occasioned by such uncovering testing and reinstatement;
- 18.2 If inspection reveals that the relevant part or parts of the Works has or have not been completed in accordance with the Drawings and the Specification all reasonable and proper costs in respect of such uncovering and inspection and of reinstating the part or parts of the Works uncovered shall be borne by the Developer.

Statutory Undertakers

19. Prior to the commencement of the Works the Developer shall give notice to any Statutory Undertakers with apparatus affected by the Works of the proposal to carry out the Works as if they were works for road purposes or major highway works as defined in Section 86 of the 1991 Act and at the same time deliver a copy of such notice to TfL.
20. The Developer shall at no cost to TfL carry out or procure the carrying out of any works or measures as are required by Statutory Undertakers in consequence of the proposal to carry out the Works to the plant and equipment of Statutory Undertakers on the site of the Works including payment of the costs of any diversions or new installations necessary for their completion and the Works referred to in the First Schedule shall be deemed not to have been completed until the cost of any such diversions or new installations has been paid by the Developer.
21. The Developer shall cause all highway or other drains or sewers all existing utilities and statutory undertakers apparatus including but not limited to gas and water mains pipes electric cables (if any) or telephone cables (if any) which are to be laid by the Developer under the Works (including for the avoidance of doubt all necessary connections to serve any new street furniture to be installed on the TfL Road) together with all necessary connections from them to the boundary of the Works to be laid in so far as is practicable under the Works before the foundations of the Works are laid and shall also in so far as is practicable cause the connections from electric cables to any street lamps to be laid before the paving of any footways comprised in the Works is carried out.

Prevention of mud being carried on the public highway

22. Provision shall be made at no cost to TfL at the site of the Works and on the adjoining public highway to prevent the deposit of mud dust and other materials on public highways by vehicles and plant leaving the site of the Works.

Traffic control

23. During the period when the Works are being executed the Developer shall from time to time institute at its own expense reasonable traffic management and safety measures approved by TfL (before their implementation) to maintain the flow and safety of traffic and pedestrians on the highways in the vicinity of the site of the Works and shall use reasonable endeavours to procure that contractors site traffic in respect of the Works and the Development shall adhere to such route or routes when approaching or departing from the site of the Works as may from time to time be agreed with TfL.

Road safety

24. During the period over which the Works are being executed the Developer shall comply with the provisions of Chapter Eight of the Department of Transport's Traffic Signs Manual 1991 (published by HMSO) and any amendment thereto for lighting and signing the Works and any further reasonable requirements of the highway authority.

Remedial works

25. Subject to paragraphs 26, 27 and 28 of this Schedule if the Works or any part or parts of them (including without prejudice to generality failure to make good defects) are not executed or completed in accordance with the terms of this Agreement TfL may execute or complete the relevant part or parts of the Works in accordance with the provisions of this Agreement by its own employees or by contractors and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such works (including the costs referred to in Clause 2) from the Cash Bond.
26. Before starting any works under paragraph 25 of this Schedule TfL shall first give the Developer written notice of 24 hours, 7 days or 28 days depending on the severity of the breach and whether there is a significant danger to users of the highway.
27. Any notice served pursuant to paragraph 26 of this Schedule shall specify the Works which have not been executed or completed in accordance with the terms of this Agreement and the period of the notice ("**the Notice Period**") given.
28. If before the expiry of the Notice Period the Developer shall serve written notice upon TfL that the Developer intends forthwith to execute and/or to complete the Works specified in the notice served by under paragraph 26 of this Schedule in accordance with the terms of this Agreement the party who served the notice shall not be entitled to execute or to complete such Works unless the Developer then fails to execute and/or complete them:

Final Site clearance

29. On completion of the Works the Developer shall clear away and remove from the site of the Works all constructional plant surplus material rubbish and temporary works of every kind and leave the site of the Works in a workmanlike condition.

Highway Adoption Drawings

30. Prior to issue of the Provisional Certificate in accordance with clause 4.1 and again prior to the issue of the Final Certificate in accordance with clause 4.4, the Developer shall provide TfL with two sets of scheme drawings to the satisfaction of TfL showing to a scale of 1:500 (or such other scale as TfL shall reasonably require) any areas of newly adopted highway in relation to the existing highway.

"As built" Drawings

30. Prior to the issue of the Provisional Certificate in accordance with clause 4.1 and again prior to the issue of the Final Certificate in accordance with clause 4.4, the Developer shall provide TfL with two sets of drawings to the satisfaction of TfL showing to a scale of 1:200 and 1:500 (or such other scale as TfL shall reasonably require) the Works "as built." These drawings to be provided also as a CAD file to a format agreed with TfL.
31. The "As built" drawings must include:
 - 31.1 all departures from the approved Detailed Drawings;
 - 31.2 the position of all Statutory Undertakers' apparatus;
 - 31.3 any additional levels boreholes records or other information which TfL considers to be useful;
 - 31.4 separate titled drawings outlining or identifying:
 - 31.4.1 the location direction of flow and construction materials of all new and existing drainage ditches and the location of outfalls or soakaways;
 - 31.4.2 all street lighting illuminated signs and cables;

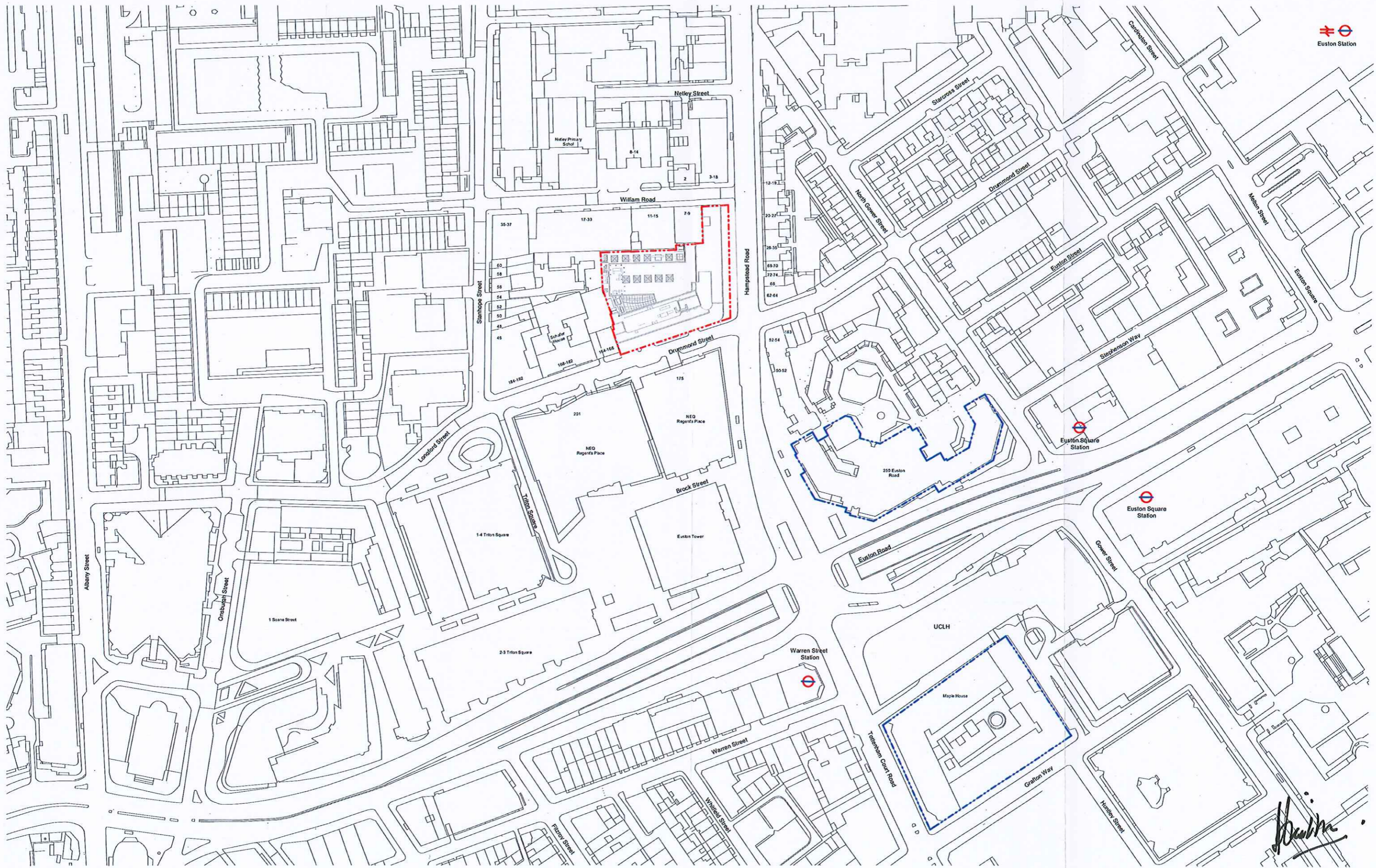
- 31.4.3 the highway boundary by means of red edging;
- 31.4.4 signs and road markings on highway and location and details of sign faces;
- 31.4.5 all completed finishes on the highway that is (but without limitation) high friction surfacing, wearing course, tactile paving, carriageway, footway finishes and kerb types.

CDM Regulations

- 32. Prior to the issue of the Provisional Certificate in accordance with clause 4.1 and again prior to the issue of the Final Certificate in accordance with clause 4.4, the Developer shall supply to TfL an electronic version of the Health and Safety File relating to the Works pursuant to the Construction (Design and Management) Regulations 2015 ("the CDM Regs") together with two paper copies (or three copies if the Works include structures or bridges) of the said File.
- 33. The Health and Safety File shall:
 - 33.1 include a report summarising the construction phase of the Works;
 - 33.2 identify any significant problems and any hazards encountered during the construction phase and describe how those problems were overcome and which, if any, problems or hazards remain following completion of the Works;
 - 33.3 include details of the design options selected by the Developer (including the Developer's Contractor) any significant design changes and the reasons for the changes;
 - 33.4 include a section describing all materials used in the Works their source of supply and their level of performance together with the name and address of the manufacturer and shall describe any problems encountered;
 - 33.5 include a report summarising details of the handover, walk through with the officer nominated by TfL to undertake that function (amongst others) together with the date of that activity the names of the attendees a summary of the issues raised and consequential actions;
 - 33.6 include one set of the "As built" drawings referred to in paragraph 31 of this Schedule.
- 34 It is agreed that the Developer is the "client" for the purposes of the CDM Regs.

Annex 1 – Outline Drawing

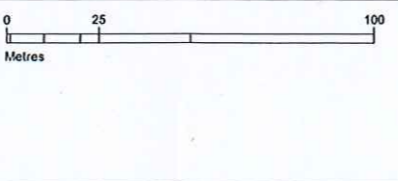
Annex 2 – Site Plan



NOTES FOR ALL DRAWINGS:
 This drawing is to be read in conjunction with the contract documents, including but not limited to all other drawings, specifications and schedules. The drawing shows the design intention. This is not a fabrication drawing. Do not scale from this drawing. All setting out dimensions shown are to be checked and verified by the contractor on site. All dimensions and levels are subject to a site survey. Any discrepancies found in the drawing are to be reported to the Architect immediately. Any modifications to this drawing necessary to meet the performance criteria of the specification shall be agreed in writing with the Architect and issued for approval. Please refer to structural engineer's drawings, specifications and schedules for all structural design, sizes and performance criteria © Marks Barfield Architects 2017

| Rev | Date | by | Description |
|-----|------|----|-------------|
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| | | | |
| | | | |

Key
 - - - Boundary of the Development Site
 - - - Other land owned by the applicant



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| | | | | | | | |
|------------------------|--------------|------------|----------|----------|---------|----------|--|
| Stephenson House | | Drawing No | | Revision | | Status | |
| Existing Location Plan | | A-0001-PL | | | | Planning | |
| Job no | Scale (@ A1) | Drawing No | Revision | Date | Checked | Status | |
| 601 | 1 : 1000 | A-0001-PL | | 02/06/17 | YB | Planning | |

Noble Cogan

The common seal of

TRANSPORT FOR LONDON

was affixed to this Deed

in the presence of:



Authorised signatory

Horatio Chishimba

TfL Governance Officer



EXECUTED AS A DEED by)

LAZARI PROPERTIES 8 LIMITED)

acting by a)

Director)

Director:

Nicholas Lazar

Witness Signature

[Signature]

Witness Name: SARAH CHANDLER

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HAMPSTEAD ROAD,
LONDON, NW1 7GX

Occupation: ASSISTANT