



# ISLINGTON

DATED

13<sup>th</sup> December

2013

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**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF ISLINGTON**

**- and -**

**OLD STREET TRUSTEE (JERSEY) 1 LIMITED and OLD STREET  
TRUSTEE (JERSEY) 2 LIMITED**

**- and -**

**CITY ROAD (JERSEY) LIMITED**

**- and -**

**HSBC BANK PLC**

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**PLANNING OBLIGATION BY DEED UNDER  
SECTION 106 OF THE TOWN AND  
COUNTRY PLANNING ACT 1990**

**in respect of**

**207-211 Old Street and 136-144 City Road  
Islington London EC1V**

**PLANNING APPLICATION REFERENCE  
P2013/1667/FUL**

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**Debra Norman  
Assistant Chief Executive  
Governance & HR  
Town Hall  
Upper Street  
London N1 2UD**

DATE

13<sup>th</sup> June 2013

2013

**PARTIES**

- 1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF ISLINGTON** of Town Hall Upper Street London N1 2UD ("**Council**");
- 2) **OLD STREET TRUSTEE (JERSEY) 1 LIMITED** (a company incorporated in Jersey under company number 111119) and **OLD STREET TRUSTEE (JERSEY) 2 LIMITED** (a company incorporated in Jersey under company number 111120) both of whose registered offices are at 13 Castle Street, St Helier, Jersey JE4 5UT ("**First Owner**");
- 3) **CITY ROAD (JERSEY) LIMITED** (a company incorporated in Jersey under company number 111097) whose registered office is at 13 Castle Street, St Helier, Jersey JE4 5UT ("**Second Owner**"); and
- 4) **HSBC BANK PLC** (a company registered in England and Wales under company number 00014259) whose registered office is at 8 Canada Square, London E14 5HQ ("**Mortgagee**")

and the Council, the First Owner, the Second Owner and the Mortgagee shall together be known as the Parties.

**RECITALS**

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated.
- B. The First Owner is the registered proprietor of the freehold of part of the Site with title absolute free from encumbrances under Title Numbers AGL274406 and AGL274407 subject to a legal charge in favour of the Mortgagee dated 20 December 2012.

- C. The Second Owner is the registered proprietor of the freehold of part of the Site with title absolute free from encumbrances under Title Number 21100 subject to a legal charge in favour of the Mortgagee dated 20 December 2012.
- D. On 17 May 2013, the Application was submitted on behalf of the Owners for permission to Develop the Site.
- E. At a meeting on the Committee Date, the Council's Planning Committee resolved to grant the Planning Permission subject to the prior completion of this Deed.
- F. The Parties have agreed to enter into this Deed to secure the planning obligations contained in it.

## **OPERATIVE PROVISIONS**

### **1 DEFINITIONS**

For the purposes of this Deed, the following expressions shall unless the context otherwise requires have the following meanings:

<b>Act</b>	the Town and Country Planning Act 1990;
<b>Accessible Transport Contribution</b>	£16,000 (sixteen thousand pounds) to be spent by the Council towards the provision of 8 (eight) accessible parking bays or alternative accessible transport measures in the vicinity of the Site;
<b>Affordable Housing</b>	subsidised low cost housing comprising Social Rented Housing and Intermediate

Housing (but not Affordable Rented Housing) which is available to persons who cannot afford to rent or buy housing generally available on the open market, as determined by reference to local incomes and local house prices and which shall remain in perpetuity as affordable housing provided to eligible households whose needs are not met by the market;

**Affordable Housing  
Contribution**

£47,220 (forty seven thousand two hundred and twenty pounds) to be spent by the Council on the provision of any one or more types of Affordable Housing, as determined by the Council acting in its absolute discretion;

**Affordable Rented Housing**

housing let by local authorities or Registered Providers to households who are eligible for Social Rented Housing subject to rent controls that require a rent of no more than 80% of the local market rent;

**Application**

the application for full planning permission dated 17 May 2013 submitted to the Council for the Development and allocated Council reference number P2013/1667/FUL;

**Area 207**

that part of the Site shown edged and hatched brown on Phasing Plans

drawing 12016/00/P2/[00]/P002C;

**Area 211**

that part of the Site shown edged and hatched dark blue on Phasing Plans drawing 12016/00/P1/[00]/P002C;

**Area Empire**

that part of the Site shown edged and hatched pink on Phasing Plans drawing 12016/00/P1/[00]/P002C;

**Bus Stop Audit**

an audit of Bus Stops F and G on Old Street and Bus Stop E on City Road undertaken in accordance with Transport for London's "Accessible Bus Stop Design Guidance" (technical advice note BP1/06 dated January 2006) including (but not limited to) an audit of the features in and around the said bus stops in order to reduce street clutter, optimise bus stop location including spacing and optimise shelter location in light of boundary effects such as cash machines and similar features;

**CoCP Response Document**

a detailed statement setting out how the Owners intend to comply with the Code of Construction Practice during the carrying out of the Development;

**Code of Construction Practice**

the Council's Code of Practice for Construction Sites attached to this Deed at Schedule 4;

<b>Code of Local Procurement</b>	the Council's local procurement code attached to this Deed at Schedule 6;
<b>Committee Date</b>	5 September 2013;
<b>Construction Logistics Plan</b>	a plan to be submitted by the Owners to the Council for its approval in accordance with paragraph 4.7 of Schedule 1 outlining a scheme of management measures to (inter alia) protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase including but not limited to the following: details of the proposed routing of all vehicles involved in the Construction Phase including the estimated number of vehicles per day and per week, details of vehicle holding area(s), details of the vehicle call up procedure, an estimate of the number and type of parking suspensions that will be required during the Construction Phase, details of the access and egress arrangements for vehicles to and from the Development, details of any diversion or other expected disruption to the public highway during demolition, excavation and construction works and details of a work programme and/or timescale for each phase of the demolition, excavation and construction works;

**Construction Phase**

the whole period of construction of the Development commencing with the first works of Implementation and ceasing on the date when the last part of the Development is certified as Practically Complete;

**Crossrail Contribution**

one of the following two sums, being monies to be spent on the funding of Crossrail, the amount dependant on the date of Implementation:

- (a) if the Planning Permission is Implemented on or before 31 March 2014, £1,674,999 (one million six hundred and seventy four thousand nine hundred and ninety nine pounds); or
- (b) if the Planning Permission is Implemented on or after 1 April 2014, £1,861,110 (one million eight hundred and sixty one thousand one hundred and ten pounds)

in each case less any amounts paid or payable by the Owners pursuant to the Mayor's CIL;

**Development**

development of the Site comprising extensions and alterations and associated re-cladding to 207-211 Old

Street (including additions at roof level), refurbishment and change of use of Empire House to provide Class A3/A5 restaurant use at basement and ground floors with office (Class B1)/Hotel (Class C1)/private members club (sui generis) above, creation of part 2, part 3 storey buildings to provide additional Class B1 and Classes A1, A2, A3 and A4, floor space and creation of a new pedestrian link from Old Street to Baldwin Street with associated landscaping, public realm and other associated works and the term "Develop" shall be construed accordingly;

**District Heating Connection** the connection of a District Heating Network (including all necessary pipes, cables and conduits and any necessary plant and equipment) to each of Phase 1 and/or Phase 2 by the Council or by the Council's nominee (such nominee to be approved by the Owners) to enable the heat demands of Phase 1 and/or Phase 2 (as appropriate) to be supplied by the District Heating Network (and topped up by energy supplied by the Heating Plant) in accordance with the Energy Statement approved by the Council under the terms of this Deed;

**District Heating Network** an energy system providing low carbon energy through a decentralised local area network;



**Draft Travel Plan Statement** a written statement to be prepared in consultation with the Council and in accordance with the ATTrBuTE assessment criteria, Transport for London's guidance document "Travel Planning for new Development in London" and the Council's relevant planning policies which contains a set of potential measures to be included in the Travel Plan including (without limitation):

(a) a commitment to ensure individual Occupiers submit a full Travel Plan for their organisation that is in accordance with framework baseline travel patterns;

(b) measures to be delivered Site-wide and responsibilities for the delivery and funding of these;

(c) future actions for travel plan development and refinement; and

(d) final and preliminary targets, each with appropriate timescales;

**Employment and Training Contribution** £170,272 (one hundred and seventy thousand two hundred and seventy two pounds) to be spent by the Council towards procuring end use employment opportunities at the Development for

residents of the Borough of Islington and/or on other related initiatives providing employment and training benefits and opportunities to local residents;

**Energy Statement**

a written update of Grontmij's draft Energy & Sustainability Statement (dated May 2013, ref: 111750/LA/110415 Rev 04) submitted in support of the Application, such update to analyse and assess the technical and practical potential for the heat demands of Phase 1 and/or Phase 2 (as appropriate) to be supplied by heat energy from a District Heating Network and by heat energy from alternative plant and equipment providing low carbon energy and which is in accordance with the Council's adopted planning policies from time to time and which demonstrates how the Development will achieve the relevant on-Site carbon dioxide emissions reduction target set out in such policies;

**Expert**

has the meaning given to that term in clause 11;

**Green Performance Plan**

a plan or plans prepared in accordance with the Council's relevant policies at the date of this Deed relating to each of Phase 1 and Phase 2 for monitoring the performance of relevant buildings in use

against the key sustainability indicators contained in Grontmij's draft Energy & Sustainability Statement (dated May 2013, ref: 111750/LA/110415 Rev 04) submitted in support of the Application and which covers the first two years of Occupation of each such building (or part thereof) and sets out measurable performance targets and indicators, arrangements for the management and monitoring of the plan, provision by the Owners of a final report on the same at the end of the two year monitoring period and arrangements for addressing performance in the event that the agreed objectives are not met at the end of the two year monitoring period which arrangements shall include but not be limited to extension of the two years monitoring period, submission by the Owners of updating reports and implementation of new measures and/or processes to enable the relevant buildings to perform against the targets in the plan;

### **Heating Plant**

the on-Site heating plant and equipment comprised within the Development and to be installed in each of Phase 1 and Phase 2 which is intended to generate low carbon energy to supply part of the heat demands of the relevant Phase together with all plant and equipment

	associated with the same and with the distribution of hot water and heating to such relevant Phase;
<b>Highway Reinstatement Area</b>	the highways and footways in the vicinity of the Development shown edged and hatched blue on the Highway Reinstatement Plan;
<b>Highway Reinstatement Payment</b>	the sum or sums calculated in accordance with paragraph 6 of Schedule 1 which is to be spent by the Council on Highway Reinstatement Works in respect of the carrying out of each of Phase 1 and Phase 2;
<b>Highway Reinstatement Plan</b>	Allford Hall Monaghan Morris Architects' drawing number 12016/00/A/[03]/020 (Highway Reinstatement TFL & LBI) attached to this Deed at Schedule 3;
<b>Highway Reinstatement Works</b>	the repair and reinstatement of the highway and footways within the Highway Reinstatement Area so as to repair and/or reinstate them to the same condition and standards as shown in the Schedule of Condition approved by the Council under paragraph 6.1 of Schedule 1;
<b>Implementation</b>	the first date on which any material operation (as defined by section 56(4) of the Act) forming part of the Development

begins to be carried out pursuant to the Planning Permission and the terms "Implement" and "Implemented" shall be construed accordingly;

## **Index**

the Retail Prices (All Items) Index as published by the Office for National Statistics or (if such index is at the relevant time no longer published) such other comparable index or basis for indexation as the Parties may agree;

## **Index Linked**

linked to movements in the Index between the date which is three months after the Committee Date and the date of the payment so that the particular payment is adjusted in accordance with the following formula:

$$\text{Amount Payable} = \text{Relevant Amount} \times (A+B)$$

Where:

Relevant Amount = the payment to be Index-Linked

A = the figure for the Index which applied when the Index was last published prior to the date that the Relevant Amount is payable under this Deed

B = the figure for the Index which applied when the Index was last published prior

to the date which is three months after the Committee Date

PROVIDED THAT the Index Linked sum shall never be less than the original sum specified as payable under this Deed;

**Intermediate Housing**

Affordable Housing which is not Social Rented Housing which is available at prices and rents above those of Social Rented Housing but below market price or rents and the same shall include shared equity products (e.g. HomeBuy), other low cost homes for sale and intermediate rent;

**Interest**

interest at the rate of four per cent above the base lending rate of Barclays Bank Plc from time to time;

**Mayor's CIL**

any tax, tariff or charge introduced by the Mayor of London pursuant to the Planning Act 2008, the Localism Act 2011 and regulations made thereunder (including the Community Infrastructure Regulations 2010) and/or pursuant to any subsequent legislation or provision to fund the delivery of infrastructure whether the same is known as "the community infrastructure levy" or by any other name;

**Occupation**

occupation for the purposes permitted by the Planning Permission but not including

occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing, security operations or display or occupation of a site office on Site and the terms "Occupy", "Occupier" and "Occupied" shall be construed accordingly;

**Open Space Facilities  
Contribution**

£374,864 (three hundred and seventy four thousand eight hundred and sixty four pounds) to be spent by the Council towards the provision or improvement of open space in the vicinity of the Site;

**Owners**

the First Owner and the Second Owner;

**Phase**

either or both of Phase 1 and Phase 2, as appropriate;

**Phase 1**

that part of the Development shown edged green on Phasing Plans drawing 12016/00/P1/[00]/P002C comprising:

- the creation of an independent entrance to 207 Old Street which is to remain in full occupation (except for the first floor) throughout Phase 1 works;
- foundations and column construction to ground floor level of the North side extension to 207 Old Street underneath the raised "deck";
- the ground floor "cut" through 207 Old

Street. The existing structural columns are to remain, therefore no structural alterations will be made to 207 Old Street during this phase;

- full refurbishment of 211 Old Street;
- rooftop and side extensions to 211 Old Street including ground floor extension to Baldwin St;
- construction of the Studio Buildings;
- construction of the "link block", the layout being adapted to allow for the retention of the existing boiler flues and a set back area to allow future works on Phase 2;
- all landscaping works including the new mews, works to Baldwin Street, external stair, public space to the rear of 207 Old Street and around the Shoreditch Grind;
- the change of use of Area Empire as permitted by the Planning Permission including associated interior and minor exterior works.

which works are to be carried out in Area 211, Area 207 and Area Empire;

## **Phase 2**

that part of the Development shown edged light blue on Phasing Plans drawing 12016/00/P2/[00]/P002C comprising:

- removal of the structural columns to



complete the works to the "cut through" at the ground floor of 207;

- the construction of the side and rooftop extensions to 207 Old Street;
- the full refurbishment and re-cladding of 207 Old Street including retail units to the ground floor;
- completion of the link building;
- the completion and making good external works through the "cut" through and to Old Street;

which works are to be carried out in Area 207;

#### **Phasing Plans**

Allford Hall Monaghan Morris Architects' drawing numbers 12016/00/P1/[00]/P002C (Ground Floor Plan Phase 1) and 12016/00/P2/[00]/P002C (Ground Floor Plan Phase 2) attached to this Deed at Schedule 9;

#### **Planning Permission**

a full planning permission granted pursuant to the Application;

#### **Practical Completion**

the date on which the Development (or relevant part of it) is properly certified as practically complete by the Developer's relevant professional under the contract for the construction of the Development and the term "Practically Complete" shall be construed accordingly;

<b>Public Realm</b>	all the ground floor/ground level areas of the Site lying outside of the buildings comprised in the Development in the area shown edged and hatched green on the Public Realm Plan;
<b>Public Realm Plan</b>	Allford Hall Monaghan Morris Architects' drawing number 12016/00/P2/[00]/P021B (Public Realm Plan) attached to this Deed at Schedule 8;
<b>Registered Provider</b>	a provider of Affordable Housing which is registered in a register maintained by the Regulator pursuant to Section 111 of the Housing and Regeneration Act 2008;
<b>Regulator</b>	the regulator of social housing (as those terms are defined in the Housing and Regeneration Act 2008) being the Regulation Committee of the Homes and Communities Agency established pursuant to, inter alia, s178 of the Localism Act 2011 or such other body as might succeed it or to whom the functions of this regulator may be transferred;
<b>Schedule of Condition</b>	a schedule of condition relating to the highways and footways within the Highway Reinstatement Area which shall include but not be limited to details of: <ul style="list-style-type: none"> <li>a) the line and level of footways and</li> </ul>

carriageways; and

- b) the state of condition of access covers; surfacing; street furniture; channels and kerbs; street lighting; and gullies (to be checked for blockages);

**Site**

the land against which this Deed may be enforced shown for identification edged red on the Site Plan which is known as 207-211 Old Street and 136-144 City Road, London and registered at the Land Registry under Title Numbers AGL274406, AGL274407 and 21100;

**Site Management Plan**

a plan to be submitted to and approved by the Council prior to Practical Completion of Phase 1 (as such plan may subsequently be varied with the Council's approval to take account of the construction of Phase 2) detailing the arrangements for the day to day management of the Public Realm which shall include the following:

- a) general arrangements for maintenance of the Public Realm;
- b) details of the circumstances in which access to the Public Realm may be restricted to prevent public rights of way being established (which shall not be in excess of

one day in each calendar year);

- c) details of the circumstances in which access to the Public Realm may be restricted for essential maintenance and repair and/or necessary site security purposes (in all of which cases it shall be a condition that not less than 24 hours prior written notice is given by the Owners to the Council of the proposed access restriction except in the event of an emergency);
- d) details of the public liability insurance taken out by the Owners in respect of the Public Realm;
- e) servicing, security and fire safety arrangements; and
- f) details of community liaison/communication and points of contact with/for local residents;

**Site Plan**

Allford Hall Monaghan Morris Architects' drawing 12016/00/A/[01]/P018/P01 attached to this Deed at Schedule 7;

**Social Rented Housing**

Affordable Housing which is not Intermediate Housing or Affordable Rented Housing but is housing owned by local authorities and Registered Providers and rented to eligible

	households in perpetuity at Target Rent levels or such successor to Target Rent levels as may be set by the Regulator from time to time;
<b>Sports and Recreation Contribution</b>	£199,904 (one hundred and ninety nine thousand nine hundred and four pounds) to be spent by the Council towards sports and recreation improvements to the Finsbury Leisure Centre in the vicinity of the Site;
<b>Target Rent</b>	rent within the Regulator's national rent restructuring regime;
<b>TfL Highway Reinstatement Agreement</b>	an agreement entered into between the Owners and Transport for London for the reinstatement of such of Transport for London's highways as fall within the TfL Reinstatement Area;
<b>TfL Reinstatement Area</b>	the highways and footways in the vicinity of the Development shown edged (and unhatched) blue on the Highway Reinstatement Plan;
<b>Transport and Public Realm Contribution</b>	£768,657 (seven hundred and sixty eight thousand six hundred and fifty seven pounds) to be spent by the Council towards such transport and public realm improvements in the vicinity of the Site as the Council considers (in its reasonable discretion) to be appropriate in all the

circumstances at the time when it proposes to spend the monies which improvements may include (but shall not be limited to) improvements to the public realm at Old Street roundabout, streetscape improvements to Baldwin Street and Peerless Street and pedestrian and cycle improvements along Old Street and Clerkenwell Road;

### **Travel Plan**

a written statement consisting of a package of practical measures to be prepared and implemented in consultation with the Council and in accordance with the ATTrBuTE assessment criteria, Transport for London's guidance document "Travel Planning for new Development in London" and the Council's relevant planning policies which is tailored to the Occupiers and users of the Development and which includes:

- (a) Targets – a means of measuring the achievement of the objectives of reducing the impact of car travel on the environment and promoting a wider range of cleaner travel choices;
- (b) Measures – the initiatives that will be introduced to achieve the targets set. This will also include

remedial measures and actions that will be taken if the travel plan targets are not met;

(c) Management – identification of an individual with responsibility to oversee the implementation, monitoring and review of the relevant travel plan and provision for adequate resourcing for the travel plan measures including an appropriate amount for the individual's time allocated;

(d) Action plan – a programme for delivering the measures and a means of communicating the above to Occupiers and users of the Site including identification of the individual who will oversee delivery of the travel plan;

(e) Securing – identification of any relevant legal mechanisms required to secure the travel plan; and

(f) Monitoring and review – appropriate provisions to ensure the travel plan achieves the targets it sets out to achieve;

## **Update on Progress**

an update on the operation and

effectiveness of the Travel Plan which takes into account any further measures requested or required to be made by the relevant officer of the Council and which includes an up-to-date full travel survey indicating the travel patterns of the Occupiers and users of the relevant part of the Development.

## **2 INTERPRETATION**

- 2.1 Where in this Deed reference is made to clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a Party and/or more than one person comprises the Owners (or any one of them) and where such persons undertake to perform or observe an obligation, all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Words denoting and obligation on a Party to do any act matter or thing include an obligation to procure that it be done and any words placing a



Party under a restriction include an obligation not to cause, suffer or permit any infringement of that restriction.

- 2.7 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act from time to time for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.8 References to any Party to this Deed shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Council the successor to its statutory functions.
- 2.9 Save in respect of the Planning Permission (which at all times shall prevail) in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.10 All Parts and Schedules attached to this Deed are to be read as if the same were incorporated into the main body of the Deed.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act, Section 1 of the Localism Act 2011, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000, Section 16 of the Greater London Council (General Powers) Act 1974 and Section 278 of the Highways Act 1980 and all other powers so enabling.
- 3.2 The obligations, covenants, restrictions and undertakings in this Deed are planning obligations relating to the Site made pursuant to Section 106 of the Act which are enforceable by the Council as local planning authority and which the Parties agree comply with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

- 3.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.4 The obligations contained in this Deed shall not be enforceable against statutory undertakers in relation to any parts of the Site acquired by them for electricity substations, gas governor stations or pumping stations.
- 3.5 None of the obligations contained in this Deed shall be enforceable against the Occupiers of the Development with the exception of those contained in paragraphs 3.1, 5, 6.6, 8, 9 10, 11 and 12 of Schedule 1 (which shall be enforceable against such Occupiers).
- 3.6 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to Implementation.
- 3.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 3.8 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 3.9 Nothing contained or implied in this Deed shall prejudice, fetter or otherwise affect the rights powers duties and obligations of the Council

in the exercise by it of its statutory functions rights, powers or obligations.

3.10 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

3.11 This Deed shall be registrable as a local land charge by the Council.

3.12 Where the agreement, approval, consent or expression of satisfaction is required by the Owners from the Council (or vice versa) under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

3.13 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 unless specifically stated to be so.

#### **4 CONDITIONALITY**

This Deed is conditional upon the grant and Implementation of the Planning Permission except in respect of those obligations in this Deed which are specified as having either immediate or earlier effect.

#### **5 OWNERS' COVENANTS**

5.1 The Owners covenant with the Council that they will observe the covenants, obligations and restrictions on their part contained in Schedule 1.

5.2 The Owners covenant with the Council to pay on completion of this Deed the Council's reasonable legal costs in connection with the preparation, negotiation and completion of this Deed receipt of which the

Council hereby acknowledges.

## **6 COUNCIL'S COVENANTS**

The Council covenants with the Owners to observe the covenants on its part set out in Schedule 2.

## **7 TITLE AND CHANGE IN OWNERSHIP**

- 7.1 The Owners and the Mortgagee each covenant that they have full power to enter into this Deed and bind themselves to the covenants that they have given and obligations contained in it and that this Deed has been properly executed by them.
- 7.2 The Owners covenant that together they are the freehold owner of the entire Site and that the Site is free from mortgages, charges or other financial encumbrances other than the legal interests of the Mortgagee referred to in Recitals B and C above and that there is no other person having any legal interest in the Site except the leaseholders shown on the Owners' titles to the Site registered at the Land Registry.
- 7.3 The Owners agree to apply to the Chief Land Registrar to register this Deed in the Registers of their respective titles to the Site and to supply to the Council as soon as reasonably practicable after registration official copies of such titles to show the entry of this Deed in the Charges Registers of the same.
- 7.4 The Owners agree to give the Council immediate written notice of any change in ownership of any of its or their interests in the Site occurring before all the obligations under this Deed have been discharged. Such notice shall include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

## **8 INDEXATION**

All sums payable to the Council under Schedule 1 of this Deed shall be Index Linked.

## **9 INTEREST**

Any money payable to the Council under this Deed shall be paid in full without deduction or set-off and if not paid on the date due shall in every case bear Interest on so much thereof as shall from time to time be due and owing from the date the payment was due to the date of actual payment.

## **10 GOOD FAITH**

- 10.1 The Parties agree with one another to act reasonably and in good faith in the fulfilment of their respective obligations under this Deed.
- 10.2 The Parties shall at all times use reasonable endeavours to ensure that the planning purposes underlying their respective obligations under this Deed are achieved and are carried out in accordance with good industry practice at the time of performance provided that this clause shall not imply or create any obligation upon any party which is additional to the obligations contained in this Deed.
- 10.3 Where there is a reasonable or best endeavours obligation in this Deed and the Party responsible cannot fulfil the objective of the obligation then on request that Party shall provide an explanation of the steps it has undertaken in carrying out its reasonable or best endeavours obligation.

## **11 MORTGAGEES**

The Mortgagee acknowledges and declares that this Deed has been

entered into by the Owners with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of its mortgages over the Site shall take effect subject to this Deed PROVIDED THAT the Parties hereby agree that the Mortgagee shall otherwise have no liability under this Deed unless and until it takes possession of the Site in which case it too will be bound by the obligations as if it was a person deriving title from the Owners.

## **11 DISPUTE RESOLUTION**

- 11.1 Where any matter the subject of this Deed shall be in dispute, the relevant Parties to the dispute shall use their reasonable endeavours to resolve the same within twenty-eight days of the dispute arising.
- 11.2 Failing the resolution of any such dispute disagreement or difference within twenty-eight days of the same arising it may be referred for determination in accordance with the provisions of this clause on the reference of any of the Parties to the dispute.
- 11.3 Any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Deed shall be referred to the decision of a single expert ("Expert") qualified to deal with the subject matter of the dispute disagreement or difference who shall either be jointly nominated by the relevant Parties within a period of fourteen days of reference or failing agreement on such nomination the Expert shall be nominated by the President for the time being of the Royal Institution of Chartered Surveyors on the application of any Party.
- 11.4 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) shall be final and binding upon the relevant Parties save in the event of fraud or manifest error.

11.5 The terms of reference of any Expert appointed to determine a dispute disagreement or difference shall include the following:

11.5.1 the Expert shall call for representations from the Parties within 21 days of a reference to him under this Deed and require the Parties to exchange representations within this period;

11.5.2 the Expert shall allow the Parties to the arbitration 14 days from the expiry of the period referred to under paragraph 11.5.1 above to make counter representations;

11.5.3 any representations or counter representations received out of time may be disregarded by the Expert;

11.5.4 the Expert shall provide the Parties with a written decision (including his reasons) within twenty-eight days of the last date for receipt of counter representations and he shall be entitled to call for such independent expert advice as he shall think fit;

11.5.5 the Expert's costs and the costs of any independent expert advice called for by the Expert shall be included in his award.

## **12 NOTICES**

12.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and such notices or other communications should be addressed as provided in this Clause 14.

12.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

12.2.1 if delivered by hand, upon delivery at the relevant address;

12.2.2 if sent by first class post, at 9.00 a.m. on the second working day after the date of posting; or

12.2.3 if sent by facsimile, when successfully transmitted except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next working day.

12.3 The address, facsimile number, relevant addressee and reference for each Party are:

for the Council:

Address: Strategic Planning and Transport, Planning and Development, Islington Council, 222 Upper Street, London N1 1XR

Facsimile number: 0207 527 3271

Relevant addressee: Principal Planner – Obligations (section 106)

for the First Owner:

Address: care of Helical Bar Plc, 11-15 Farm Street, London W1J 5RS

Relevant addressee: Gerald Kaye or Oliver Rippier

Reference:

for the Second Owner:

Address: 13 Castle Street, St Helier, Jersey JE4 5UT

Relevant addressee: The Directors

Reference: Old Street



for the Mortgagee:

Address: HSBC Bank plc, Real Estate, Corporate Banking, 70  
Pall Mall, London SW1Y 5EZ

Relevant addressee: Alastair Jardine, Corporate Relationship  
Manager

Reference: Old Street Trustee (Jersey) 1 Limited, Old Street  
Trustee (Jersey) 2 Limited, City Road (Jersey) Limited

If a Party changes its name, address, facsimile number or relevant addressee for the purposes of this clause it shall notify the other Parties in writing.

### **13 INDEMNITY**

The Owners each agree to indemnify and keep the Council fully indemnified against all claims, demands, actions, costs and expenses for which the Council may become liable arising out of any failure by it or them to perform any of the obligations contained in this Deed Provided That the Council shall keep the Owners informed of any such claims, demands, actions, costs and expenses and shall have regard to any proper representations made by the Owners.

### **14 JURISDICTION**

14.1 The validity, construction and performance of this Deed is governed by and construed in accordance with the law of England and Wales.

14.2 Each Party irrevocably waives any objection which it may have now or hereafter to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. Each Party further irrevocably agrees that a judgment in any proceedings brought in the courts of England and Wales will be conclusive and binding upon each Party and may be

enforced in the courts of any other jurisdiction.

14.3 The Owners irrevocably appoint Helical Bar Plc (FAO Gerald Kaye or Oliver Rippier) as its agent to receive on its behalf in England service of any proceedings or notices arising out of or in connection with this Deed. Such service shall be deemed completed on delivery to such agent (whether or not it is forwarded to and received by the Owners).

14.4 The Owners shall procure that legal opinions are supplied to the Council from Bedell Cristin in the form of the draft legal opinions attached to this Deed at Schedule 10 and such legal opinions shall be provided to the Council on or prior to the completion of this Deed.

**EXECUTED AS A DEED** and delivered as such on the date first written.

**SCHEDULE 1**  
**(Owners' Covenants)**

**1 NOTICES**

1.1 The Owners will give the Council not less than 14 days prior written notice of each of the following dates:

1.1.1 Practical Completion of each of Phase 1 and Phase 2;

1.1.2 Implementation of each of Phase 1 and Phase 2; and

1.1.3 First Occupation of each of Phase 1 and Phase 2.

1.2 The Owners shall not Implement or permit Implementation of Phase 1 or Phase 2 until the relevant notices referred to in paragraphs 1.1.1 and 1.1.2 above have been duly given.

1.3 The Owners shall not Occupy or permit Occupation of Phase 1 or Phase 2 until the relevant notice referred to in paragraph 1.1.3 above has been duly given.

**2 FINANCIAL CONTRIBUTIONS**

2.1 The Owners shall on or prior to Implementation of any part of the Development pay to the Council the full amount of the Transport and Public Realm Contribution.

2.2 The Owners shall on or prior to Implementation of Phase 1 pay to the Council 52% (fifty two percent) of the:

2.2.1 Accessible Transport Contribution;

2.2.2 Affordable Housing Contribution;

2.2.3 Crossrail Contribution;

2.2.4 Employment and Training Contribution;

2.2.5 Open Space Facilities Contribution; and

2.2.6 Sports and Recreation Contribution.

2.3 The Owners shall on or prior to Implementation of Phase 2 pay to the Council 48% (forty eight percent) of the:

2.3.1 Accessible Transport Contribution;

2.3.2 Affordable Housing Contribution;

2.3.3 Crossrail Contribution;

2.3.4 Employment and Training Contribution;

2.3.5 Open Space Facilities Contribution; and

2.3.6 Sports and Recreation Contribution.

2.4 The Owners shall not Implement Phase 1 or permit Phase 1 to be Implemented unless they have fully paid to the Council the contributions which are referred to in paragraphs 2.1 and 2.2 above.

2.5 The Owners shall not Implement Phase 2 or permit Phase 2 to be Implemented unless they have fully paid to the Council the contributions which are referred to in paragraphs 2.1 and 2.3 above.

### **3 EMPLOYMENT AND TRAINING**

3.1 The Owners shall at all relevant times comply and ensure compliance with the Employment and Training Code attached to this Deed at Schedule 5.

3.2 The Owners shall ensure that at all times during the Construction Phase not less than eleven construction trade apprentices shall be employed at the Development always ensuring that each apprentice shall be:

3.2.1 a resident of the London Borough of Islington;

3.2.2 recruited through the Council's Business and Employment Support Team;

3.2.3 employed during the Construction Phase with each such apprentice to be employed for not less than 13 weeks and paid at a rate not less than the national minimum wage;

3.2.4 supported through pay day release to undertake relevant training; and

3.2.5 provided with on the job training and supervised on site by an experienced operative in a trade related to their training needs

PROVIDED THAT notwithstanding the foregoing, the Owners' relevant contractor shall be entitled to terminate any apprenticeship on proper and lawful grounds in which case such termination shall not be deemed to be a breach of the Owners' obligations in this paragraph if a replacement apprentice shall have been employed or is employed as soon as practicable after such termination and copies of all information and documentation relevant to such termination and such further documentation as the Council may reasonably require are supplied to

the Council without delay.

3.3 To facilitate compliance with the requirements of paragraph 3.2 above, the Owners shall at all times work in partnership with the Council's Business and Employment Support Team using all reasonable endeavours to ensure that:

3.3.1 all contractors and sub-contractors provide information about all vacancies arising as a result of the Construction Phase of the Development to the Council's Business and Employment Support Team;

3.3.2 the Council's Business and Employment Support Team is notified of all vacancies arising from the building contract for the Development for employees, self-employees contractors and sub-contractors;

3.3.3 the Council's Business and Employment Support Team 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 Construction Phase and (ii) measures to ensure that these needs are met as far as reasonably possible through the provision of local labour from residents of the London Borough of Islington; and

3.3.4 the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers referred by Islington Working and employed during the Construction Phase.

3.4 In the event that, having used its best endeavours, the Owners are unable to provide eleven construction trade apprenticeships in accordance with this paragraph 3, the Owners shall pay to the Council

within 14 days of receipt of a written demand the sum of £5,000 for each of the construction trade apprenticeships that the Owners shall not have provided (up to an aggregate total sum of £55,000), such sum or sums to be utilised by the Council towards employment and training initiatives in the Borough of Islington.

## **4 CONSTRUCTION**

### Code of Construction Practice

- 4.1 The Owners shall at all times during the Construction Phase observe and comply and ensure compliance with the Code of Construction Practice.
- 4.2 The Owners shall on or prior to Implementation of any part of the Development pay £11,279 (eleven thousand two hundred and seventy nine pounds) to the Council as a contribution towards the Council's costs of monitoring compliance with the Owner's obligations in paragraph 4.1 above.
- 4.3 The Owners shall not Implement or permit Implementation of the Planning Permission unless they have paid to the Council the sum referred to in paragraph 4.2 above.

### CoCP Response Document

- 4.4 The Owners shall not less than one month before the carrying out any works of Implementation prepare and submit to the Council for its approval a CoCP Response Document which shall include:
  - 4.4.1 a review of the Code of Construction Practice with specific reference to the Site's proposed construction programme;
  - 4.4.2 a statement of how the Owners will ensure compliance with the Code of Construction Practice; and

4.4.3 a community liaison strategy which shall address at least the following concerns:

a telephone number and email address for enquiries concerns or complaints raised by the general public or affected bodies;

a named community liaison manager ("Community Liaison Manager) to be responsible for dealing with all enquiries;

a provision for logging all enquiries along with the response given;

a procedure for dealing with and actioning the enquiries from start to finish in an appropriate manner;

a provision for monthly meetings organised by the Community Liaison Manager with members of the Council's public protection team in order to review complaints discuss monitoring results site progress and forthcoming work;

attendance by the Owners or their representative at a public meeting to be organised by the Council prior to Implementation on Site to introduce the project team discuss the work programme and provide details of the helpline and complaints procedure;

information on the format of the meeting and the method of notification to the public is to be decided by officers of the Council's public protection team in consultation with the Owners; and

provision for the Community Liaison Officer to distribute a newsletter updating the community on Site issues in a format



agreed with officers of the Council's public protection team.

- 4.5 The Owners shall not Implement or permit Implementation of the Planning Permission until a CoCP Response Document has been submitted to and approved in writing by the Council in accordance with this Deed.
- 4.6 The Owners shall at all times comply in all respects with the approved CoCP Response Document (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved CoCP Response Document and in the event of non-compliance with this paragraph, the Owners shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

#### Construction Logistics Plan

- 4.7 The Owners shall submit to the Council for its approval the Construction Logistics Plan as soon as reasonably practical after the date of this Deed and in any event later no later than 1 month prior to Implementation of the Planning Permission.
- 4.8 The Owners shall not Implement or permit the Implementation of the Planning Permission unless a Construction Logistics Plan has been submitted to and approved in writing by the Council in accordance with this Deed.
- 4.9 The Owners shall at all times comply in all respects with the approved Construction Logistics Plan (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved Construction Logistics Plan and in the event of non-compliance with this paragraph, the Owners shall upon written notice from the Council

immediately take all steps required by the Council to remedy such non-compliance.

## **5 LOCAL PROCUREMENT**

The Owners shall at all times comply and ensure compliance with the Council's Code of Local Procurement attached to this Deed at Schedule 6 and in the event of non-compliance with this paragraph, the Owners shall upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance.

## **6 HIGHWAY RE-STATEMENT**

- 6.1 The Owners will not Implement or permit the Implementation of the Planning Permission until such time as an initial Schedule of Condition has been submitted to and approved in writing by the Council.
- 6.2 The Owners shall notify the Council in writing as soon as possible after the Owners reasonably consider (in consultation with the Council and after supplying the Council with all appropriate and relevant supporting evidence) that the works to construct each of Phase 1 and Phase 2 have reached the stage where further works from the construction of such Phases will not adversely affect the Highway Reinstatement Area and for the avoidance of doubt, any disagreement between the Parties in relation to this paragraph 6.2 shall be a dispute within the meaning of Clause 11.
- 6.3 The Owners shall submit to the Council for its written approval (such approval to be in the Council's absolute discretion) a further Schedule of Condition and a specification for the Highway Reinstatement Works as soon as reasonably practicable after the Owners have notified the Council under paragraph 6.2 above for each of Phase 1 and Phase 2 (or resolution under Clause 11, if appropriate).

- 6.4 The Owners shall co-operate at all times in good faith with the Council to enable the Council to accurately and quickly estimate and then, following its consideration of such Schedule of Condition and specification as is referred to in paragraph 6.3, quantify the full amount of the Highway Reinstatement Payment and thereafter carry out the Highway Reinstatement Works.
- 6.5 The Owners shall pay the Highway Reinstatement Payment in full upon the Council's written demand.
- 6.6 The Owners shall not Occupy or permit any part of Phase 1 or Phase 2 to be Occupied (with the exception of the hotel (Class C1 use) proposed in respect of Area Empire) until such time as the Council has calculated the full amount of the relevant Highway Reinstatement Payment (acting in accordance with the provisions in this Deed) and the Highway Reinstatement Payment so calculated has been paid to it in full.

## **7 TfL HIGHWAY REINSTATEMENT AGREEMENT**

- 7.1 The Owners shall not Implement or permit the Planning Permission to be Implemented unless and until:
- 7.1.1 Transport for London expressly notifies the Council in writing that a TfL Highway Reinstatement Agreement is not required in connection with the Development; or
- 7.1.2 The Council has received satisfactory written notification from Transport for London of the completion of a TfL Highway Reinstatement Agreement in connection with the Development.

## **8 SITE MANAGEMENT PLAN & PUBLIC REALM**

- 8.1 The Owners shall submit a draft of the Site Management Plan to the

Council for its approval prior to Practical Completion of Phase 1 and the Owners shall not Occupy or permit the Occupation of any part of the Development (with the exception of the hotel (Class C1 use) proposed in respect of Area Empire) until the Site Management Plan has been approved in writing by the Council.

- 8.2 The Owners shall at all times ensure that the Public Realm is laid out, provided, managed and made available for use by the public free of charge in accordance with the approved Site Management Plan.
- 8.3 The Owners shall at all times comply with and ensure compliance by Occupiers of the Development with the approved Site Management Plan.
- 8.4 In the event of non-compliance by any person with this paragraph 8, the Owners shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

## **9 DISTRICT HEATING**

- 9.1 The Owners will ensure that each of Phase 1 and Phase 2 is constructed to include a connection point for a District Heating Connection.
- 9.2 The Owners will ensure that the buildings comprised in each of Phase 1 and Phase 2 are capable of connecting to a District Heating Network with connections capable of:
  - 9.2.1 providing tees, isolation valves and controls capacity in the hot water heaters to facilitate the connection of an interfacing heat exchanger at a later date;
  - 9.2.2 reserving space for heat exchangers to allow connection; and

- 9.2.3 safeguarding route and space provision to permit the laying of pipework from the Heating Plant room to the Site boundary so that connections can be made at a later date to the District Heating Network.
- 9.3 The Owners will not Implement or permit the Development to be Implemented until a draft Energy Statement has been submitted to and approved in writing by the Council.
- 9.4 The Owners shall at all times comply in all respects with the approved Energy Statement (and any amendments to it which may be approved by the Council in writing from time to time) and shall not carry out the Development unless in full compliance with such approved Energy Statement and in the event of non-compliance with this paragraph, the Owners shall upon written notice from the Council immediately take all steps required by the Council to remedy such non-compliance.
- 9.5 Subject to the application of paragraph 9.6 below and any regulatory changes governing the communal supply of energy, the Owners will not Occupy or permit either Phase 1 or Phase 2 of the Development to be Occupied (with the exception of the hotel (Class C1 use) proposed in respect of Area Empire) until a District Heating Connection has been made to the relevant Phase to supply the heat demands of that Phase in accordance with the Energy Statement approved under this paragraph 9.
- 9.6 If, prior to Practical Completion of Phase 1 or Phase 2 (as appropriate), the Owners demonstrate to the Council's reasonable satisfaction (supplying copies of all appropriate evidence) that the proposed connection charges to a District Heating Network for that Phase are not reasonable and not economically viable in respect of that Phase, then the Owners will not Occupy or permit such Phase to be Occupied (with the exception of the hotel (Class C1 use) proposed in respect of Area

Empire) until they have installed on-Site and at their own cost alternative or additional plant and equipment providing low carbon energy to serve the heat demands of such Phase in accordance with the Energy Statement approved under this paragraph 9 AND the Owners shall, not later than 24 months after first Occupation of such Phase, provide the Council with copies of all such evidence and supporting information and documentation as may reasonably be requested or required by the Council (including copies of good quality combined heat and power annual returns) to demonstrate that such alternative or additional plant and equipment is fully operational in accordance with this paragraph 9.

9.7 The Owners will as soon as reasonably practicable after the date of this Deed enter into an agreement with the operator of the District Heating Network to secure the supply of heat energy from the District Heating Network to serve the heat demands of each Phase of the Development.

9.8 In the event that a District Heating Connection is not made in accordance with paragraphs 9.5 and 9.6, the Owners agree that they will on the written request of the Council do all such things as are necessary to enable a District Heating Connection to be made on the same terms mutatis mutandis as paragraphs 9.5 and 9.6 subject to the following conditions:

9.7.1 at least one year's prior written notice is given to the Owners by the Council;

9.7.2 it would be economically viable for the relevant Phase of the Development to be connected to the District Heating Network.

## **10 TRAVEL PLAN**

10.1 The Owners shall not Implement or permit the Implementation of any

part of Phase 1 (with the exception of the hotel (Class C1 use) proposed in respect of Area Empire) until they have submitted a Draft Travel Plan Statement to the Council in respect of Phase 1 and the Council has approved the same in writing (with or without any amendments agreed by the Council and the Owners).

- 10.2 The Owners shall not Occupy or permit the Occupation of any part of the hotel (Class C1 use) proposed in respect of Area Empire until they have submitted a Draft Travel Plan Statement to the Council in respect of such hotel and the Council has approved the same in writing (with or without any amendments agreed by the Council and the Owners).
- 10.3 The Owners shall not Implement or permit the Implementation of any part of Phase 2 until they have submitted a Draft Travel Plan Statement to the Council in respect of Phase 2 and the Council has approved the same in writing (with or without any amendments agreed by the Council and the Owners).
- 10.4 Not later than 6 months after first Occupation of each of Phase 1 and Phase 2, the Owners shall submit to the Council for its approval a draft of the Travel Plan for Phase 1 or Phase 2 (as appropriate) which is in accordance with the relevant approved Draft Travel Plan Statement EXCEPT THAT the foregoing obligation in this paragraph 10.4 shall not apply in relation to the (Class C1) hotel proposed in respect of Area Empire. Instead, the Owners shall submit to the Council for its approval not later than 6 months after first Occupation of such hotel a draft Travel Plan in respect of such hotel which is in accordance with the relevant approved Draft Travel Plan Statement.
- 10.5 The Owners shall not Occupy or permit the Occupation of Phase 1, Phase 2 or the proposed hotel in Area Empire after the date which is 9 months from first Occupation of Phase 1, Phase 2 or such hotel (as appropriate) unless the relevant draft Travel Plan has been submitted by the Owners to the Council and approved by the Council in writing.

- 10.6 The Owners shall submit a relevant Update on Progress to the Council not later than two weeks following the 3<sup>rd</sup> anniversary of first Occupation of each of Phase 1, the (Class C1) hotel proposed in respect of Area Empire and Phase 2.
- 10.7 The Owners shall ensure that all owners and Occupiers of Phase 1 and Phase 2 are made aware of the relevant approved Travel Plan and any revisions to it in any promotional material relating to the Site (or relevant part thereof) and the Owners shall provide Occupiers and users of the Development with copies of the relevant approved Travel Plan without charge and when requested.
- 10.8 The Owners shall use all reasonable endeavours to ensure that the owners and Occupiers of the Development comply at all times with the provisions of the relevant Travel Plan approved from time to time.

## **11 GREEN PERFORMANCE PLAN**

- 11.1 The Owners shall submit for the Council's approval a draft of the Green Performance Plan (containing up to date targets and full details of monitoring arrangements and adjusted to reflect any new information on Occupancy) for each of Phase 1 and Phase 2 not later than 6 months from the date of first Occupation of Phase 1 and Phase 2 (as appropriate).
- 11.2 The Owners shall submit a final report on the implementation of the approved Green Performance Plan at the end of the nominated monitoring period of two years (or such extended period as the Parties may otherwise agree) to the satisfaction of the Council.
- 11.3 If the final report submitted under clause 11.2 shows that the agreed targets have not been or are not being met, the matter will be investigated to identify causes of underperformance and potential



mitigation measures. Where measures are identified which it would be reasonably practicable to implement, an action plan comprising such measures will be prepared by the Owners' relevant building manager and agreed with all Occupiers or their representatives and then issued to the Council.

11.4 If it is not reasonably practicable to implement measures sufficient to achieve the original targets contained in the approved Green Performance Plan, a revised target which is achievable will be discussed between the Parties and (if it is satisfied) agreed by the Council.

11.5 The Owners shall at all times comply in all respects with the approved Green Performance Plan (as amended, if amended, from time to time) and in the event of non-compliance with this paragraph 11.5, the Owners shall upon written notice from the Council immediately take all steps reasonably required by the Council to remedy such non-compliance.

## **12 BUS STOP AUDIT**

12.1 Not later than 6 months after first Occupation of any part of the Development (with the exception of the hotel (Class C1 use) proposed in respect of Area Empire), the Owners shall submit to the Council for its approval a Bus Stop Audit which identifies a schedule of works to improve Bus Stops F and G on Old Street and Bus Stop E on City Road in accordance with Transport for London's "Accessible Bus Stop Design Guidance" (technical advice note BP1/06 dated January 2006).

12.2 The Owners shall not Occupy or permit the Occupation of any part of the Development (with the exception of the hotel (Class C1 use) proposed in respect of Area Empire) after the date which is 9 months from first Occupation of the Development (other than such hotel) unless:

12.2.1 the Bus Stop Audit has been submitted by the Owners to the Council and approved by the Council in writing; and

12.2.2 the Owners have paid to the Council the sum of £60,000 (sixty thousand pounds) to enable the Council to carry out or procure the carrying out of the improvement works identified in the approved Bus Stop Audit.

**SCHEDULE 2**  
**(Council's Covenants)**

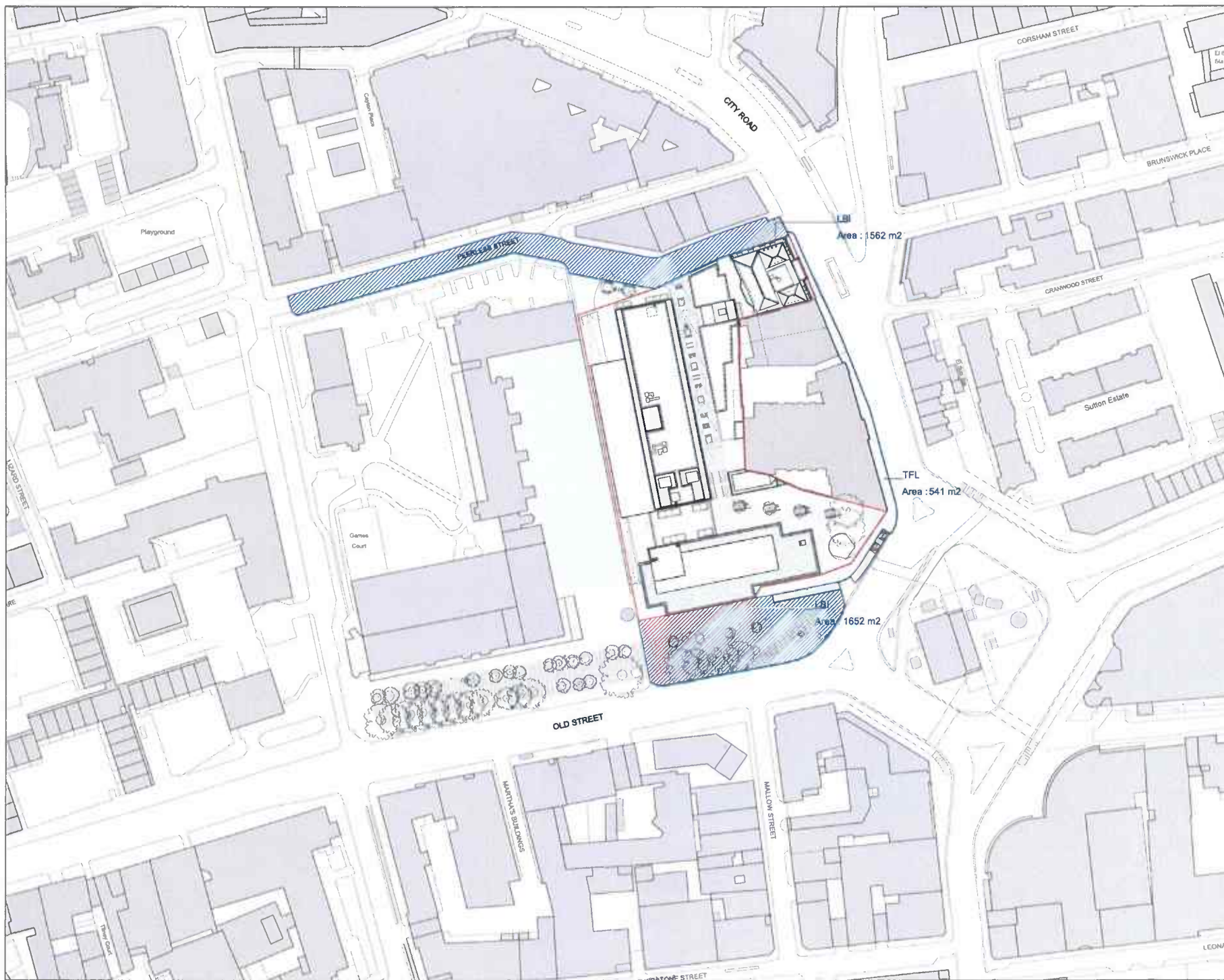
1. The Council covenants with the Owners to use all sums received from the Owners under this Deed for the purposes specified in this Deed for which they have been paid or for such other purposes for the benefit of the Development as the Owners and the Council shall agree from time to time PROVIDED THAT the Council may in any event spend up to 5 (five) per cent of such sums on the costs of implementing and monitoring compliance with this Deed which sum shall not include the legal costs incurred in drawing up this Deed.
2. The Council will (so far as it is lawfully and reasonably able to so do) upon the written request of the Owners and payment of its reasonable administrative costs at any time after each or all of the obligations of the Owners under this Deed have been performed or otherwise discharged issue written confirmation of such performance or discharge and effect the cancellation of relevant entries in the Register of Local Land Charges or if such cancellation is for any reason impossible to secure thereon a note of such performance or discharge in respect of this Deed.
3. The Council covenants with the Owners that on written request by the Owners or the party that actually paid the sum it will repay to the Owners or the party that actually paid the sum such amount of any payment (excluding any sums paid by the Council to Transport for London) made by the Owners to the Council under this Deed which has not been spent or that remains unexpended or uncommitted after the period of 5 years commencing with the date of receipt by the Council of such payment together with any interest accrued on the amount that has not been spent.

4. For the avoidance of doubt the sums or any part of them shall be deemed to have been committed if the Council has entered into any contract or given any undertaking (whether enforceable at law or otherwise) the performance or fulfilment of which will require the Council to expend such sums in the future.
5. The Council shall (except in relation to any sums paid by the Council to Transport for London) on the written request of the Owners or the party that actually paid the sum provide to the Owners such evidence as the Owners shall reasonably require in order to confirm the expenditure of the sums paid by the Owners under this Deed.

**SCHEDULE 3**  
**(Highway Reinstatement Plan)**

Allford Hall Monaghan Morris Architects' drawing number 12016/00/A/[03]/020  
(Highway Reinstatement TFL & LBI)





**NOTES**

Proposed extent of Section 106 Provision:  
Highways Reinstatement TFL & LBI

TFL  
LBI

**DRAFT**

15/08/12 issued for INFORMATION

**NOTE**

1. Do not scale from this drawing.
2. All dimensions to be checked on site by the contractor and each dimension to be to the responsibility.
3. Report all drawing errors, omissions and discrepancies to the architect.
4. This document may be treated as an uncontrolled CDD issued to enable others to use it as background information to make alterations and/or additions. In that instance the user will be responsible for any such alterations or additions to the background information or other out of date or inappropriate information which occur prior to alterations of drawings being made.

**ALLFORD HALL MONAGHAN MORRIS**  
ARCHITECTS LTD  
2ND FLOOR, BLOCK C, 5/6 OLD STREET LONDON EC1Y 4AB  
TEL: 020 7361 5451 FAX: 020 7361 5123 WWW.MMM-ARCH.CO.UK

207-211 OLD STREET

Drawing title / location  
**SECTION 106 PROVISION PLAN:  
Highways Reinstatement TFL & LBI**

RS	CH	1:025 [A1]	1:1250 [A3]	INFORMATION
12016	00	A	[03]	020





**SCHEDULE 4**  
**(Code of Practice for Construction Sites)**



**SCHEDULE 5**  
**(Employment and Training Code)**



**SCHEDULE 6**  
**(Code of Local Procurement)**



**SECTION 106.**

**1. INTRODUCTION**

The purpose of this code is to maximise the opportunities available to local businesses from property developments taking place in Islington both during and after the construction phase. The council will seek procurement agreements to benefit local businesses.

The code is also designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. Although the wording is emphatic, the Council's regeneration department and in particular the dedicated Section106 Officer seek to work in partnership with contractors to assist them in meeting specifications. This document is in line with the objectives of other organizations such as the London Development Agency and Government Office for London.

**2. CONSTRUCTION.**

*We will request that the developers meet with London Borough of Islington's Environment and Regeneration department at least 1 month in advance of tendering contracts to undertake the code specifics.*

The developer is required to state clearly in tender documentation, prior to selecting the main contractor that bids need to take into account the following requirements relating to local benefit:

- 2.1 All contractors and sub-contractors appointed will be required to liaise with LBI Regeneration to ensure the successful and consistent application of agreed local benefits.
- 2.2 The main contractor will provide the Council with the estimated timing of their procurement programme and a schedule of works packages to be let.
  - 2.2.1 The developer/ contractor will work with **Islington Business Enterprise Team (IBET)**, to: include local companies on their tender lists wherever possible and to achieve the procurement of construction contracts and goods and services from companies and organisations based in Islington towards a target of 10% of the total value of the construction contract.
- 2.3 LBI regeneration will provide a pre-screened directory of local companies in construction, fitting-out and furnishing trades in support of local procurement agreements.

## **Contracts with Sub Contractors.**

**LBI Regeneration require the developer/ main contractor to:**

- 2.4 Include a written statement in their contracts with sub contractors encouraging them to liaise with IBET to discuss, agree and implement the specifics. (A directory of local suppliers will be supplied to subcontractors by LBI regeneration).
- 2.5 Brief subcontractors on the requirements of the Local Procurement code and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders.

### **3. MONITORING**

**Provide regular monitoring and information to the Council on a six to eight week basis, via e-mail, phone, fax or liaison meeting providing details of:**

- 3.1 all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- 3.2 the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender - LBI regeneration can help with this paperwork to assist in the monitoring process
- 3.3 the standards of service, product and delivery arising from Local procurement activities.

### **4. POST CONSTRUCTION**

We will require the developers to encourage occupiers and their contractors to consider the applications to tender received from local firms for the provision of goods and services”

The developer and their agents shall use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of estate management services.

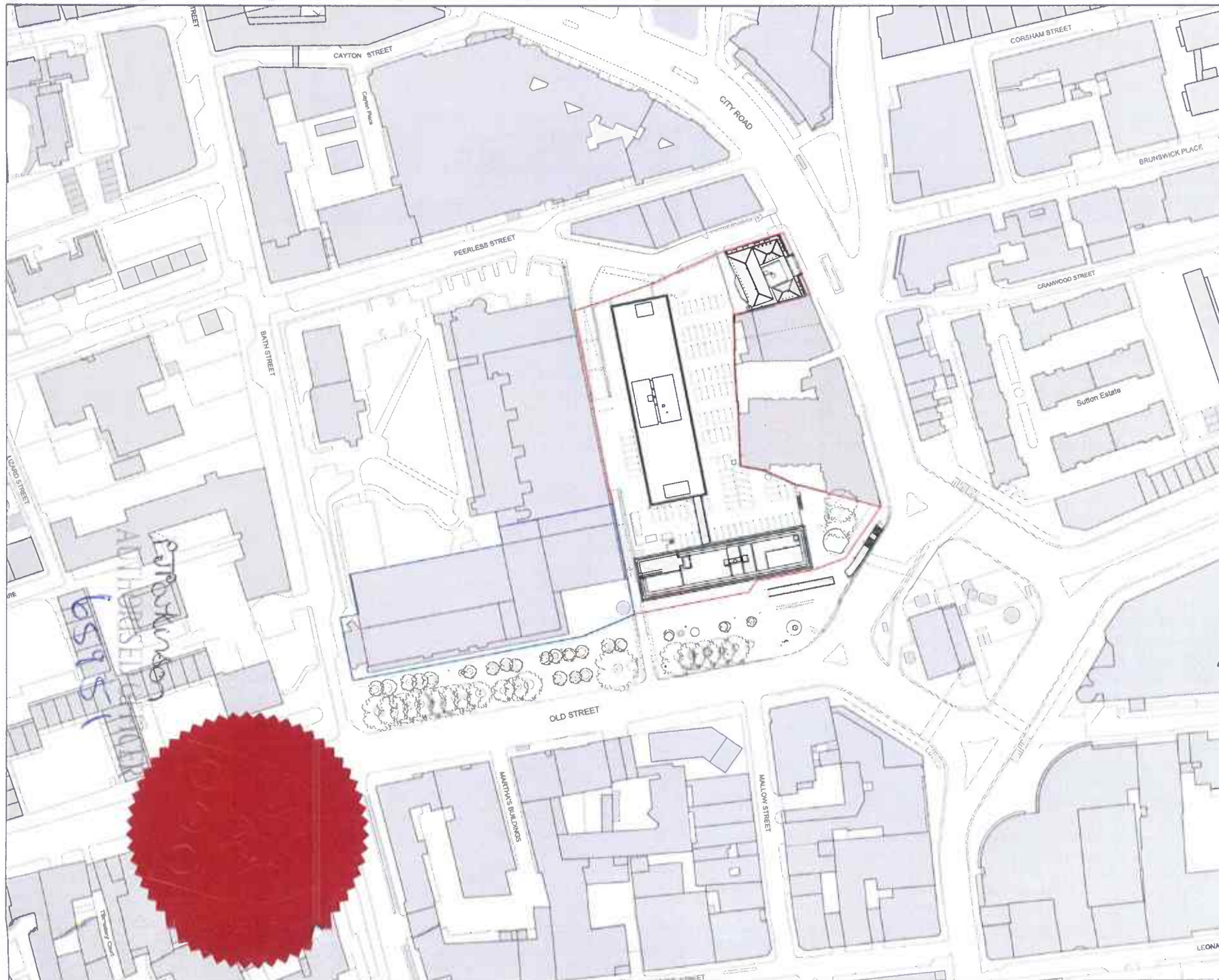
The Council will assist the developer, occupier and their contractors in identifying suitable local companies to bid for contracts and to source local goods and services.



**SCHEDULE 7**  
**(Site Plan)**

Allford Hall Monaghan Morris Architects' drawing 12016/00/A/[01]/P018/P01  
(Location Plan – Existing)





NOTES

1. Do not scale from this drawing.  
 2. All dimensions to be checked on site by the contractor and such dimensions to be his responsibility.  
 3. Report of drawing errors, omissions and discrepancies to the architect.  
 4. This document may be issued in an uncontrolled CAD format to enable others to view it as background information to make alterations or other additions. It is not to be used for construction purposes. It is for those making such alterations and additions to ensure that they make use of current background information. **PRINCE LIA** accepts no liability for any such alterations or additions to the background information or taking use of changes to background information which occur prior to alterations or additions being made.

1:1000, issued for Planning

*John J. Kelly*

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 JOB NO: 207-211 OLD STREET

existing this location

LOCATION PLAN

Existing

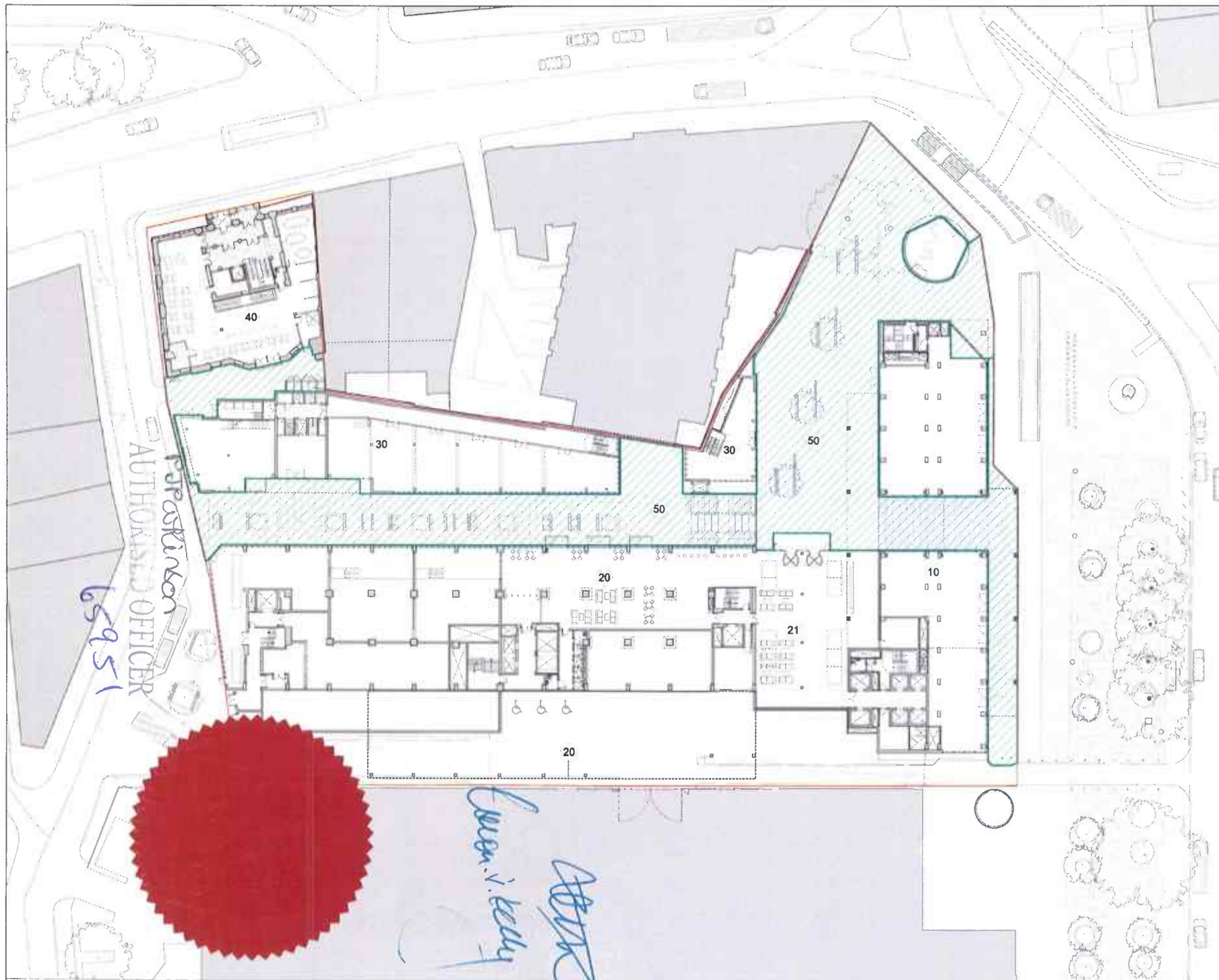
drawn by	checked	scale	date	type	classification	drawing no.	revision
DM		1:825	[A1]	1:250	[A3]	PLANNING	
project	zone	type	classification	drawing no.	revision		
12016	00	A	[01]	P 018	P01		



**SCHEDULE 8**  
**(Public Realm Plan)**

Allford Hall Monaghan Morris Architects' drawing 12016/00/P2/[00]/P021B  
(Public Realm Plan)





# NOTES

## 207-211 Old Street Project Zoning Codes

### Zone Scope

- 00 Site
- 10 207 Old Street
- 20 211 Old Street
- 21 New Link Building
- 30 Studio Buildings
- 40 Empire House
- 50 Public Realm & Landscape

— Site boundary

Landscaped public realm

B 2001/1/2 issued for information  
A 2001/1/2 issued for information

### NOTE

1. Do not scale from this drawing.
2. All dimensions to be checked on site by the contractor and such dimensions to be fixed accordingly.
3. Report all drawing errors, omissions and discrepancies to the architect.
4. This document may be issued in an uncontrolled CAD format to enable others to view it as background information to make alterations or other additions. In that instance the file will be accompanied by a PDF version. It is for those making such alterations and additions to ensure that they make use of current background information.
5. All users must ensure that they make use of current background information and ensure that they make use of current background information.
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207-211 OLD STREET

drawing title / location

PUBLIC REALM PLAN

drawing information				sheet information	
IP	CH	scale	date	sheet	revision
12016	00	P2	[00]	P021	B



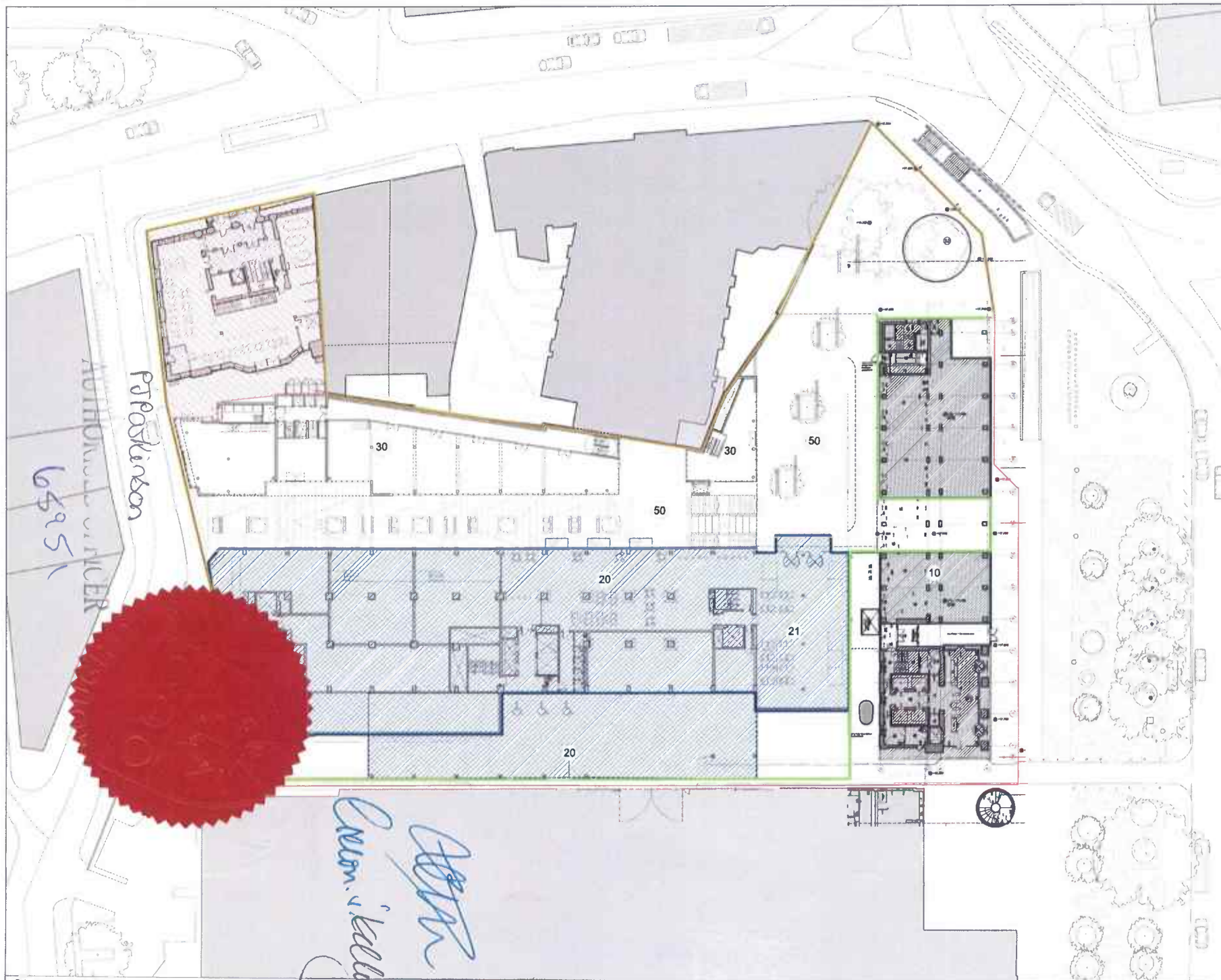


**SCHEDULE 9**  
**(Phasing Plans)**

Allford Hall Monaghan Morris Architects' drawings:

- 12016/00/P1/[00]/P002C (Ground Floor Plan Phase 1); and
- 12016/00/P2/[00]/P002C (Ground Floor Plan Phase 2)





# NOTES

207-211 Old Street  
Project Zoning Codes

Zone Scope

- 00 Site
- 10 207 Old Street
- 20 211 Old Street
- 21 New Link Building
- 30 Studio Buildings
- 40 Empire House
- 50 Public Realm & Landscape

— Site boundary

## PHASE 1

Phase 1 Boundary (including cut-through)

Area 211

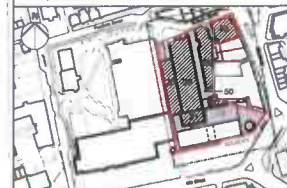
Area 211 (above ground floor level)

Area Empire

- C 20/1/13 Issued for Information
- A 20/1/13 Issued for Information
- F 20/1/13 Issued for Information

## NOTE

1. Do not scale from this drawing.
2. All dimensions to be checked on site by the contractor and each dimension to be his responsibility.
3. Report all drawing errors, omissions and discrepancies to the architect.
4. This document may be issued in an uncontrolled CAD format to enable others to view the background information, to make alterations and/or additions, to that version. The file will be accompanied by a PDF version. It is for those making such alterations and additions to ensure that they retain use of current background information. All other LHM access to building for any such alterations or additions to the background information or other work of changes to background information which occur prior to alterations of building being made.



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Job No: 207-211 OLD STREET

Drawing title / location: PROJECT PHASING

Ground Floor Plan: Phase 01

drawn by		scale	date	status	
IP	DH	1:250 (A1) 1:500 (A3)		INFORMATION	
project	zone	phase	description	drawing no.	revision
12016	00	P1	[00]	P002	C



NOTES

207-211 Old Street  
Project Zoning Codes

Zone Scope

00 Site

10 207 Old Street

20 211 Old Street

21 New Link Building

30 Studio Buildings

40 Empire House

50 Public Realm & Landscape

Site boundary

PHASE 2

Phase 02 Boundary

Area 207

Area 207 (above ground floor level)

207-211 Old Street  
Project Zoning Codes

Zone Scope

00 Site

10 207 Old Street

20 211 Old Street

21 New Link Building

30 Studio Buildings

40 Empire House

50 Public Realm & Landscape

Site boundary

PHASE 2

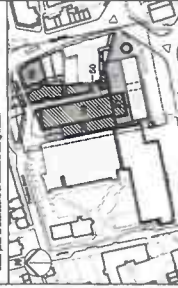
Phase 02 Boundary

Area 207

Area 207 (above ground floor level)

NOTES

1. All dimensions are in metres.
2. All dimensions are to the centre line of the road and not the edge of the road.
3. All dimensions are to the centre line of the road and not the edge of the road.
4. All dimensions are to the centre line of the road and not the edge of the road.
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207-211 OLD STREET

PROJECT PHASING

Ground Floor Plan: Phase 02

Scale: 1:250 (A1) (500/AS)

Project: 12016 00 P2 [00]

Phase: P002 C

PJParkinson  
AUTHORISED OFFICER  
65951

*Handwritten signature: P. Kelly*



**SCHEDULE 10**  
**(draft Opinion Letters)**

*[attached on following pages]*





THE COMMON SEAL OF THE )  
COUNCIL OF THE LONDON )  
BOROUGH OF ISLINGTON )  
was hereunto affixed )  
BY ORDER )



Authorised Officer

65951

EXECUTED AS A DEED by )  
OLD STREET TRUSTEE )  
(JERSEY) 1 LIMITED acting by )

A blue ink signature, likely of the Director, written over a dotted line.

Director

A blue ink signature, likely of the Director/Secretary, written over a dotted line.

Director/Secretary

EXECUTED AS A DEED by )  
OLD STREET TRUSTEE )  
(JERSEY) 2 LIMITED acting by )

A blue ink signature, likely of the Authorised Signatory, written over a dotted line.

Authorised Signatory

A blue ink signature, likely of the Authorised Signatory, written over a dotted line.

Authorised Signatory

[CERTIFIED COPY POWER OF  
ATTORNEY WILL BE SUPPLIED]

EXECUTED AS A DEED by )  
CITY ROAD (JERSEY) )  
LIMITED acting by )

  
.....

Director

  
.....  
Director/Secretary

~~EXECUTED AS A DEED by )~~  
~~<sup>S</sup>HBC BANK PLC )~~  
~~acting by )~~

.....  
~~Authorised Signatory~~

.....  
~~Authorised Signatory~~

**EXECUTED AS A DEED by**

**HSBC BANK PLC**

**by the signature of**

TIMOTHY STEPHENS



**its duly authorised attorney in the presence of:**

**Signature of witness:**



**Name of witness:**

JONATHAN ANDREW CUFF

**Address:**

HSBC BANK PLC  
TO PAU MAN  
LONDON

