DATED 23 MAY 2006

(1) ALFRED CONWAY LIMITED

-and-

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY

AGREEMENT
relating to land at Curtain Place
being to the rear of 110-112 Curtain Road, Hackney, London EC2A 3AN
pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980

London Borough of Hackney
Town Hall, Mare Street
London
E8 1HJ

Tel: 020 7974 6007
Fax: 020 7974 2962

S:plan/bw/s106 Agreements/Curtain Place (s278, AHC, GTP, LL)
THIS AGREEMENT is made the 23rd day of MAY 2006

BETWEEN:

1. **ALFRED CONWAY LIMITED** (Co. Regn. No. 00486212) of St. Alphage House, Fore Street, London EC2Y 5DA (hereinafter called "the Owner") of the first part

2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London E8 1EA (hereinafter called "the Council") of the second part

WHEREAS

1.1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL202090.

1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.

1.3 A planning application for the development of the Property was submitted to the Council and validated on 18 April 2005 and the Council resolved to grant permission conditionally under reference number 2006/0658 subject to conclusion of this legal Agreement.

1.4 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
2. **DEFINITIONS**

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

2.1 "the Act" the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)

2.2 "Affordable Housing Contribution" the sum of £45,080 (forty five thousand and eighty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of affordable housing needs arising in the London Borough of Hackney

2.3 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.4 "the Application" a planning application in respect of the development of the Property submitted to the Council and validated on 18 April 2005 for which a resolution to grant permission has been passed conditionally under reference number 2006/0658 subject to conclusion of this Agreement

2.5 "the Development" the erection of a 4-storey building to provide 1288sqm of class B1 (Office) floorspace and associated 8 car parking spaces as shown on drawing numbers 434/01/REV C, 434/04/REV A, 434/02/REV B, 434/03/REV F and 434/05
2.6 "The Green Travel Plan" a plan setting out a package of measures to be adopted by the Owner in the management of the Property incorporating the elements set out in the Schedule hereto with a view to inter alia reducing trips in motor vehicles to and from the Property minimising the impact of service vehicle deliveries when servicing the commercial units forming part of the Development and promoting the use of environmentally friendly transport

2.7 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.8 "Local Labour" residents of the London Borough of Hackney

2.9 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.10 "the Parties" mean the Lord Mayor and Burgesses of the London Borough of Hackney and the Owner

2.11 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

2.13 "the Property" land at Curtain Place being to the rear of 110-112 Curtain Road Hackney London EC2A 3AN as the same is shown edged in black on the plan annexed hereto

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

3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

3.2 Words importing the singular shall include the plural and vice versa and any words donating actual persons shall include companies corporations and other artificial persons.

3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.

3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.

3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4.5, 5, 6, 7 hereof all of which shall come into effect on the date hereof the remaining covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date
Dear Sir/Madam

Town and Country Planning Act 1990 As Amended
PERMISSION FOR DEVELOPMENT (CONDITIONAL)

Notice is hereby given that the London Borough of Hackney Council as local planning authority in pursuance of its powers under the above mentioned Act and Rules, Orders and Regulations made thereunder permits the development referred to in the undermentioned schedule, in accordance with the plan(s) submitted and subject to the condition(s) set out therein

Your attention is drawn to the statement of applicant's rights overleaf.

APPLICATION SCHEDULE

Received: 29 Mar 2005
Validated: 18 Apr 2005

Applicant's Nos. 2005/0658

Plan(s) submitted - Registered No: 434/05
434/01c. 434/02B
434/03F. 434/04A

Address: Curtain Place
London
EC2A3AN

Development: Erection of a 4-storey building to provide 1288sqm of class B1 (Office) floorspace and 8 associated car parking spaces.
Conditions(s)/Reason(s):

The development hereby permitted must be begun not later than the expiration of five years beginning with the date of this permission.

REASON: In order to comply with the provisions of Section 91(1)(a) of the Town and Country Planning Act 1990.

Except on day(s) of collection, all refuse and waste shall be stored in sealed containers in the refuse area shown on the plans hereby approved.

REASON: To ensure refuse is not left in the street in the interests of visual amenity and to reduce the likelihood of infestation.

No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Council, as local planning authority. The development shall only take place in accordance with the detailed scheme approved pursuant to this condition. The archeological works shall be carried out by a suitably qualified investigating body acceptable to the Council.

REASON: To safeguard the archaeological interest of the site, which is within a Area of Archaeological Priority.

Details, including samples, of materials to be used on the building, boundary walls and ground surfaces shall be submitted to and approved by the Local Planning Authority in writing before any work commences on site. The development shall not be carried out otherwise than in accordance with the details thus approved.

REASON: To ensure that the external appearance of the building is satisfactory and does not detract from the character and visual amenity of the area.

No part of the development hereby approved shall be occupied until the accommodation for car parking, turning and loading/unloading has been provided in accordance with the approved plans, and such accommodations shall be retained permanently for use by the occupiers and/or users of, and/or persons calling at, the premises only and shall not be used for any other purposes.

REASON: To assist in ensuring that the public highway is available for the safe and convenient passage of vehicles and pedestrians.

No loading or unloading of goods, including fuel, by vehicles, arriving at or departing from the premises shall take place other than within the curtilage of the building/within the building.

REASON: To assist in ensuring the public highway is available for the safe and convenient passage of vehicles and pedestrians.
Full details of the ground surface treatment to the site shall be submitted to and approved, in writing, by the local planning authority before any work on the site is commenced. The development shall not be carried out otherwise than in accordance with the details this approved.

REASON: To ensure that the external appearance of the building is satisfactory and does not detract from the character and visual amenity of the area.

The use hereby permitted may only be carried out between 0800 hours and 2000 hours Mondays to Saturdays and not at all on Sundays/Bank Holidays.

REASON: To ensure that the use operates in a satisfactory manner and does not unduly disturb adjoining occupiers or prejudice local amenity generally.

Detailed drawings at a scale of 1:20 and full particulars of the proposed development the matters set out below must be submitted to and approved by the Local Planning writing, before any work is commenced. The development shall not be carried out otherwise accordance with the details thus approved.

(i) all windows, doors and architraves

REASON: To ensure that the external appearance of the building is satisfactory and does not detract from the character and visual amenity of the area.

**Informatives**

1. The following policies contained in the Hackney Unitary Development Plan 1995 are relevant to the approved development/use and were considered by this Council in reaching the decision to grant planning permission: ST1 Environmental Quality, ST2 Environmental Quality, ST4 Environmental Quality, ST8 Environmental Quality, EQ1 Development Requirements, EQ5 Infill Development, EQ12 Protection of Conservation Areas, EQ14 Alterations and Extensions to Buildings within Conservation Areas, ST24 Employment, E2 Development within Defined Employment Areas, E5 Retention of sites within the DEA, E18 Office Development, SSH3 Office and Business Development in South Shoreditch and TR6 Traffic Access and Parking

2. **Building Control**

Your attention is drawn to the provisions of the Building Act 1984 and other Building Control legislation, which must be complied with to the satisfaction of The Planning and Transportation Service, Dorothy Hodgkin House, 12 Reading Lane, London, E8 1HJ. Telephone No: 020 8356 5000. Before any building work (including improvements to means of escape and changes of use) is commenced on site, detailed plans, together with the appropriate application form must be submitted for approval and early consultation is advised.
Hours Of Building Works

Your attention is drawn to the provisions of Section 60 of the Control of Pollution Act 1974 which imposes requirements as to the way in which building works are implemented including the hours during which the work may be carried out. This Act is administered by the Councill's Pollution Control Service, 205 Morning Lane, London, E9 6JX (Telephone: 020 7356 5000) and you are advised to consult that Division at an early stage.

Sanitary, Ventilation and Drainage Arrangements

Before any drainage works are commenced on site, detailed plans, giving notice of intention to build/permission to drain/construct/reconstruct or alter pipes and drains must be submitted for approval under the Building Regulations 1991 to the Planning and Transportation Service, Dorothy Hodgkin House, 12 Reading Lane, London, E8 1HJ, Telephone No: 020 8356 5000. Please note that it will be necessary to consult the Thames Water Utilities Ltd., Waste Water Connections, Kew Business Centre, Brentford, Middlesex, TW8 0EE. Telephone No: 020 7713 3865, Fax No: 020 7713 3875.

1) All information appertaining to the existing public sewerage system.
2) Requests for sewer connections. All works will be carried out by the London Borough of Hackney at the applicant expense. All new developments will be required to have new sewer connections.
3) Building over sewers.
4) System of drainage to be provided on site.
5) Adoption of sewers.

Advisory Note:

It should be noted that most sewers throughout the Borough flow full or surcharge during periods of heavy storm and conditions may be imposed restricting discharge to the sewer. The prime condition is that any large development shall not cause an increase in the rate of flow to the public sewerage system. This requirement is normally met in the case of new developments by separation on site and storage of surface water flows in tanks or oversized pipes on sites. Where sites adjoin a suitable watercourse or storm relief sewer into which surface water can be discharged by gravity then the policy is for sites to be separated and have their surface water discharged to the watercourse or storm relief sewer. In the case of developments/rehabilitation/conversions etc., involving the use of basements these are likely to be particularly vulnerable to the effects of surcharge and applicants must therefore demonstrate that adequate drainage arrangements exist at all times.
Archaeological Investigation (Nb. See S.C L10)

The development of this site may damage archaeological remains. A programme of archaeological works should be arranged to evaluate the archaeological significance of the site, and subsequently to allow for the archaeological recovery and study of any archaeological remains which will unavoidably be damaged in the course of the development. You should therefore submit detailed proposals in the form of archaeological project design. This design should be in accordance with appropriate English Heritage guidance.

Sue Foster
Interim Assistant Director
Planning

App No: 2005/0658
3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

4.1 **The Affordable Housing Contribution**

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution.

4.2 **Local Labour**

The Owner (and its agents employees and contractors) shall use its reasonable endeavours to secure Local Labour for the Development of the Property, including the following:-

4.2.1 The Owner shall notify the Hackney Construction Recruitment Centre or any other subsequent organisation of all vacancies arising from the Development for employees, self-employees, sub-contractors and any other form or type of employment.

4.2.2 The Owner shall supply Hackney Construction Recruitment Centre with a full labour plan for the lifetime of the Development identifying what skills and employment are needed through the life of the programme.

4.2.3 The Owner shall have an active programme for recruiting and retaining apprentices in various trades and as a minimum employ at least one apprentice per £1 million of construction contract value and provide the Council with written information
documenting that programme within seven days of a written request from the Council.

4.2.4 The Owner shall have an active programme for recruiting and retaining an adult improvers and as a minimum take on at least one Adult Improver per £2 million of construction contract value and provide the Council with written information documenting that programme within seven days of a written request from the Council.

4.2.5 The Owner shall provide the Council with a detailed monthly labour return for monitoring the employment and self-employment profile of all workers employed on the Property.

4.2.6 For all contracts with a value in excess of £5 million the Owners shall supply the Hackney Construction Recruitment Centre with a full procurement plan identifying the services and materials that will be sourced for the lifetime of the construction of the Development.

4.3 Green Travel Plan

4.3.1 The Owner covenants with the Council to submit a draft of the Green Travel Plan to the Council within three months of the Occupation Date.

4.3.2 The Owner covenants with the Council that once the Green Travel Plan has been approved by the Council the Owner shall not occupy or permit occupation of any part of the Development at any time when that part of the Development is not being managed in strict accordance with the Green Travel Plan as approved by the Council and shall not occupy or permit occupation of any part of the Development otherwise than by a lease or tenancy containing a covenant or agreement by the lessee or tenant to comply in strict accordance with the requirements of the Green Travel Plan.
5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

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

5.2 Within 7 working days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2006/0658 the date upon which the commercial units forming the Development are ready for occupation.

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

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

5.5 Payment of the Contributions pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker’s Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting Planning Reference 2006/0658.

5.6 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement.
upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.7 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.8 All costs and expenses payable to or by the Council under this Agreement in so far as not paid shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Hackney, Planning Obligations Officer, Property and Environment Department, Dorothy Hodgkin House, 12 Reading Lane, London E8 1HJ quoting the planning reference number 2006/0658 and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Planning and Building Control Service Unit.

6.2 This Agreement shall be registered as a Local Land Charge.
6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of HM Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

6.5 The Parties hereto shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and in particular the Owner shall comply with any reasonable requests of the Council to provide documentation within the Owner’s possession at the expense of either owner for the purposes of monitoring compliance with the obligations contained herein.

6.6 Nothing contained or implied in this Agreement shall prejudice or affect the Council’s powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

6.7 Neither the Owner nor its successors in title nor any person deriving title from the Owner shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.8 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.9 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith
determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

6.10 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Secretary of State for the Department for Transport Local Government and the Regions or any other competent authority.

7. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

Executed as a Deed by
ALFRED CONWAY LIMITED )
in the presence of:-/ )
acting by a Director and its Secretary )
or by two Directors )

[Signature]
Director

[Signature]
Director/Secretary
THE COMMON SEAL OF THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY was hereunto Affixed by Order:

[Signature]

Authorised Signatory
DATED 23 MAY 2006

(1) ALFRED CONWAY LIMITED

-and-

(2) THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF HACKNEY

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