
Dated:

26 October

2020

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
 - (2) CHOBHAM MANOR LLP
 - (3) CHOBHAM MANOR PROPERTY MANAGEMENT LIMITED
-

Lease

of block 3E-A comprising residential Plots 704-719 and
community/commercial premises Chobham Manor Queen Elizabeth Olympic
Park Stratford London

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PARTICULARS

PART 1: LAND REGISTRY PARTICULARS

LR1.	Date of lease	26 October	2020
LR2.	Title number(s)		
LR2.1	Landlord's title number(s)	TGL363543 and AGL221079	
LR2.2	Other title numbers	None	
LR3.	Parties to this lease		
	Landlord	LONDON LEGACY DEVELOPMENT CORPORATION of Level 10 1 Stratford Place Montfitchet Road London E20 1EJ.	
	Tenant	CHOBHAM MANOR LLP (registered number OC376023) whose registered office is at Gate House Turnpike Road High Wycombe HP12 3NR.	
	Block Management Company	CHOBHAM MANOR PROPERTY MANAGEMENT LIMITED (registered number 09748399) whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR	
LR4	Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The property (referred to in this Lease as "the Property") known as block 3E-A Plots 704-719 and community/commercial premises shown edged red on Plan 1 together with all buildings erected or to be erected on such property and all additions alterations and improvements made to such property respectively at any time during the Term	
LR5.	Prescribed statements etc		
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration	Not applicable.	

Rules 2003

LR5.2	This lease is made under, or by reference to, provisions of:	Not applicable.
LR6.	Term for which the Property is leased	A term of 250 years from and including 1 January 2016 (referred to in this Lease as "the Term Commencement Date") To and including 31 December 2265. (This term is referred to in this Lease as "the Contractual Term")
LR7.	Premium	Nil
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None.
LR9.2	Tenant's covenant to (or offer to) surrender this lease	None.
LR9.3	Landlord's contractual rights to acquire this lease	None.
LR10.	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	The rights specified in clause 3.1 and Part 1 of Schedule 1.
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.2 and Part 2 of Schedule 1.
LR12.	Estate rentcharge burdening the Property	None.
LR13.	Application for standard form of restriction	The Parties to this Lease apply to enter the following standard form of restriction against the title of the

Property:

No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by London Legacy Development Corporation of Level 10 1 Stratford Place Montfitchet Road London E20 1EJ that the provisions of clause 11 of a lease dated 26 October 2020 and made between (1) London Legacy Development Corporation (2) Chobham Manor LLP and (3) Chobham Manor Property Management Limited have been complied with or do not apply to the disposition

LR14. Declaration of trust where there is more than one person comprising the Tenant Not applicable

PART 2: OTHER PARTICULARS

Authorised Use The use of the Property as a block of residential apartments and community/commercial premises

Estate The Landlord's estate known as the Queen Elizabeth Olympic Park shown for identification edged blue on Plan 2:

(a) including all alterations, additions and improvements to the Estate during the Term and all landlord's fixtures forming part of the Estate at any time during the Term; and

(b) subject to the right of the Landlord to add property to, remove property from or otherwise vary the extent of the property comprised in the Estate subject to the Property remaining part of the Estate and the rights, facilities and amenities granted to the Tenant under this Lease not being materially diminished.

Fixed Estate Charge Initially the Base Fixed Estate Charge and then subject to review in accordance with **clause 5**.

Principal Rent The sum of £1 per annum (if demanded)

Rent Commencement Date The date of this Lease

THIS LEASE is made on the date set out in **clause LR1** of the Particulars

BETWEEN

- (1) the Landlord; and
- (2) the Tenant

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

In this Lease, the following words and expressions have the following meanings:

"Property"	has the meaning given to it in clause LR4 of the Particulars
"Adoptable Roads"	all roads verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense
"Adoptable Sewers"	all main foul and surface water sewers now or hereafter constructed within the Estate which are intended to become sewers maintainable at the public expense
"Base Index Value"	the Index figure published for the calendar month preceding the 1 st April 2015
"Base Fixed Estate Charge"	£28,012.06 per annum subject to review in accordance with clause 5
"Base Rate"	the base lending rate from time to time of HSBC Bank PLC or such other clearing bank reasonably nominated by the Landlord at any time or, if clearing banks cease to exist or cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine from time to time
"Canal & River Trust"	means Canal & River Trust (company Number 07807276) and any statutory successor
"Certificate of Practical Completion"	the certificate (or certificates) or statement (or statements) to be issued certifying that practical completion of the Development Works has taken place
"Communal Estate Areas"	those parts of the Estate (not being publically adopted or the responsibility of a particular owner or tenant) which are designated or provided by the Landlord (acting reasonably)

during the Term for the common use and enjoyment of the tenants owners and other occupiers of or visitors to the Property and other parts of the Estate including:

- (a) the entrances, exits, Estate Footpaths, paths, and other means of pedestrian access and circulation;
- (b) the Estate Roads, driveways, service areas, forecourts, car-parking areas and other means of vehicular access and circulation;
- (c) refuse areas, landscaped areas, parkland public realm and other common facilities and amenities; and
- (d) waterways (not being managed by the Canal & River Trust)

"Conduits"

all conduits or other media, including all fixtures and ancillary apparatus, used for or in connection with all or any of the supply of utilities or the provision of Services

"Contractual Term"

has the meaning given to it in **clause LR6** of the Particulars

"Development"

the construction on the Estate of:

- (a) a residential led mixed-use development including approximately 870 homes of which approximately 658 will be family homes with 3, 4 or 5 bedrooms and approximately 470 will be family homes with a generous garden or terrace together with various retail and leisure units and approximately 533 car parking spaces; and
- (b) all ancillary service areas, access roads, landscaping works and other facilities

"Development Works"

the design and construction of the Development

"Estate Footpaths"

means the footpaths and cycleways on the Estate (if any) and which are not part of the Property and which are not highways maintainable at the public expense

"Estate Management Company"

A management company established by the Landlord to perform some or all of the Estate Services pursuant to the provisions of **Schedule 4**

"Estate Roads"

means any roads on the Estate which are not

	highways maintainable at the public expense
"Estate Services"	The services referred to in Schedule 3 (as varied from time to time in accordance with that Schedule)
"First Review Date"	1 st April 2015
"Heat"	heat for heating water and for space heating
"Heating Services"	the provision of Heat in a form and quantity suitable for the Property and its intended use as a block of residential apartments
"Index"	the "All Items" index figure of the Index of Retail Prices published by the Office for National Statistics or any successor ministry or department of government
"Legislation"	all Acts of Parliament and other public or local legislation and European legislation having legal effect in the United Kingdom together with all secondary legislation made under that legislation including statutory instruments and bye laws and any notices, orders, proposals, consents, requisitions, directions or other communications given or made under that legislation
"No Less Commodious"	in such form, route or having such capacity that will not materially or adversely affect the use and enjoyment of the land benefiting from such rights taking into account the then current use of such land benefiting from such rights and any use for which planning permission has been granted provided that such planning permission has been implemented at the relevant time
"Outgoings"	all existing and future taxes, rates, charges, assessments and outgoings charged, imposed or levied in relation to the Property or the owners or occupiers of them whether on a one-off, periodic or an irregular basis and whether or not in the nature of capital or income payments
"Plan 1 and Plan 2"	the plans attached to this Agreement marked accordingly
"Planning Acts"	the "Planning Acts" defined in section 336 Town and Country Planning Act 1990 together with the Planning and Compensation Act 1991 and any other Legislation relating to town and country planning

"Public Authority"	any Secretary of State or other minister of the Crown, government department or any European, public, local or parochial authority, institution or corporation having public functions that extend to the Property or their use and occupation and includes any person or body acting under their authority
"Quarter Day"	25 th March, 24 th June, 29 th September and 25 th December in each year
"Relevant Percentage"	<p>the percentage, calculated using the formula:</p> $100 \times (A-B) \div B$ <p>where:</p> <p>A is the Review Index Value</p> <p>B is the Review Base Value</p> <p>provided that if the Relevant Percentage is less than zero, the Relevant Percentage will be deemed to be zero</p>
"Rents"	the rents reserved and payable under clause 4.1
"Retained Land"	the Estate (excluding the Property) and any land now or in the future in the ownership of the Landlord at adjacent or near the Property
"Review Date"	each anniversary of the First Review Date during the Term
"Review Base Value"	on the First Review Date, the Base Index Value and, on each subsequent Review Date, the Review Index Value for the month preceding the previous 1 April
"Review Index Value"	the Index figure published for the calendar month preceding the relevant Review Date
"Revised Index"	such alternative index or comparable measure of price inflation as the Landlord reasonably requires or, at the Landlord's option (acting reasonably), such adjustments to the Base Index Value, the Review Base Value or the Review Index Value as the Landlord reasonably requires to take account of any change in the base figure used to calculate the Index, subject to clause 5.3
"Services"	electricity, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, satellite and data communications,

telecommunications and all other services and utilities

"Term" the Contractual Term and any continuation of it

"Term Commencement Date" has the meaning given to it in **clause LR6** of the Particulars

"Unit" an individual unit of accommodation or use in the Property let by the Tenant or otherwise exclusively occupied or used or designed or intended for letting or exclusive occupation use and **"Units"** shall be construed accordingly

"VAT" Value Added Tax at the rate from time to time payable and includes any successor or equivalent tax payable from time to time

1.2 Construction

In this Lease:

- 1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.2 words and expressions set out in the Particulars are to be treated as defined terms in this Lease;
- 1.2.3 references to any Legislation include references to any subsequent Legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that Legislation;
- 1.2.4 references to the Landlord and the Tenant include their respective successors in title and, in the case of individuals, include their personal representatives;
- 1.2.5 references to the Property, the Communal Estate Areas, the Retained Land and the Units include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to adjoining property include any property adjoining or near to the Property and references to adjoining property owned by the Landlord are to adjoining property owned by the Landlord at any time;
- 1.2.7 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
- 1.2.8 references to the end of the Term include the determination of the Term before the end of the Contractual Term;
- 1.2.9 where the consent of the Landlord is required for any assignment, underletting, change of use or alterations, that consent may be given only by the completion of a licence executed as a deed containing the terms of the consent agreed between the parties unless the Landlord elects in writing to waive this requirement;

- 1.2.10 "including" means "including, without limitation";
- 1.2.11 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;
- 1.2.12 unless the context otherwise requires, references to the Tenant include any undertenant or other person in occupation of the Property or deriving title under the Tenant, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees;
- 1.2.13 where the Tenant is placed under a restriction under this Lease, the restriction includes an obligation on the Tenant not to cause or allow the infringement of the restriction by any other person;
- 1.2.14 an obligation on the Tenant to pay a fair, proper or reasonable proportion includes an obligation, where reasonable, to pay the whole;
- 1.2.15 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.16 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected.

1.3 **Contracts (Rights of Third Parties) Act 1999**

The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any other person who is not a party to this Lease.

1.4 **Landlord and Tenant (Covenants) Act 1995**

This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995.

2. **LETTING, TERM AND TERMINATION**

2.1 **Creation of the Term**

The Landlord lets the Property to the Tenant with full title guarantee for the Contractual Term reserving the Rents.

2.2 **Quiet enjoyment**

The Tenant may quietly enjoy the Property throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord.

2.3 **Right of re-entry to end this Lease**

2.3.1 Subject to clause 2.3.2 the Landlord may enter onto the whole or any part of the Property and by so doing end this Lease if:

2.3.1.1 the whole or any part of the Rents or any other sums due

under this Lease remain unpaid more than twenty-one days after the due date for payment, whether or not formally demanded;

2.3.1.2 the Tenant commits a material breach of its obligations under this Lease and does not remedy the breach within twenty-one days (or such longer period as may be reasonable in the circumstances) of the service by the Landlord on the Tenant of a written notice specifying the breach and the action required to remedy the breach;

2.3.2 The Landlord will not exercise its rights referred to in clause 2.3.1 unless it has first given any mortgagee of this Lease of which it had been given notice not less than 90 days notice specifying the defect complained of and the Landlord's rights will lapse if the default specified has been remedied.

2.4 Heating Services

2.4.1 The Landlord covenants with the Tenant that for the duration of the Term the Landlord shall:

2.4.1.1 procure that Heating Services are provided to occupants of Units (which for the purposes of this **clause 17.1.3** includes any commercial units) on the Property; and

2.4.1.2 ensure that any alternative or replacement energy solution for the provision of the Heating Services that it puts in place to serve the Estate is made available to occupants of Units on the Property on the same or no less favourable terms than the terms provided to the residents of other properties on the Estate.

2.5 Effect of the Lease coming to an end

When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant and any obligations in this Lease that are expressed to continue after the end of the Term.

3. RIGHTS AND RESERVATIONS

3.1 Rights granted

The Property is let together with the rights set out in **Part 1 of Schedule 1** for the benefit of the Tenant and their sub-tenants and all they authorise so far as the Landlord is able to grant them, to be enjoyed in common with the Landlord and any others entitled to use them but subject to:

3.1.1 the right of the Landlord to bring to an end, suspend or vary the rights over the Communal Estate Areas in circumstances where reasonable alternative rights necessary for the use and enjoyment of the Property are granted to the Tenant in the place of those which have been brought to an end, suspended or varied;

3.1.2 the Landlord may when holding any events in the Estate where necessary temporarily suspend all of the rights granted to the Tenant (save for the right to the passage of Services in **paragraph 5 of**

Schedule 1 and the rights of support shelter and protection in **paragraph 7 of Schedule 1**) and/or to make the exercise of such rights subject to additional measures such as security points to prevent unauthorised persons using the Communal Estate Areas or any other measures as the Landlord acting reasonably considers to be necessary in the circumstances Provided Always that the Landlord shall during such period of suspension or additional measures provide suitable alternative arrangements to ensure access to egress from and enjoyment of the Property is not materially less convenient during events and the Tenant acknowledges in this context that such events may take place and, given the nature of the Estate and its use to host major sporting, social and other reasonable events it can reasonably expect from time to time that the Transferor's enjoyment of the remainder of the Estate may be disrupted and it will co-operate with any reasonable measures that the Landlord implements;

- 3.1.3 the Tenant ensuring that as little nuisance, damage or inconvenience as reasonably practicable is caused to the Landlord or the tenants or occupiers of the Retained Land or any adjoining property in the exercise of the rights and making good, as soon as reasonably possible, all physical damage to the Retained Land caused in the exercise of the rights.

3.2 **Rights reserved**

The rights set out in **Part 2 of Schedule 1** are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them and:

- 3.2.1 the person exercising the rights is to ensure that as little nuisance, damage or inconvenience is caused to the Tenant or the other tenants or occupiers of the Property in the exercise of the rights as is reasonably practicable and is to make good as soon as reasonably possible all physical damage caused to the Property and its contents in the exercise of the rights; and
- 3.2.2 the Tenant is to permit the exercise of these rights and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease.

3.3 **Title matters**

The letting is made subject to and with the benefit of any title matters set out in **Part 3 of Schedule 1**. So far as they are still subsisting, capable of taking effect and affect the Property, the Tenant is to comply with them and is to indemnify and the Landlord against any breach of them.

3.4 **Third party rights**

The letting is made subject to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property. The Tenant is not to do or omit to do anything which results or might result in the creation or loss of any rights or easements over or benefiting the Estate.

3.5 **Exclusion of implied rights**

This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded.

3.6 **Restrictions on rights**

The Tenant is not entitled to enforce the benefit of any covenant, right or condition contained in the title matters briefly described in **Part 3 of Schedule 1** or in any lease, underlease or other tenancy document or licence granting any other person a right to occupy the whole or any part of the Retained Land.

4. **RENTS PAYABLE**

4.1 **Obligation to pay rent**

From and including the Rent Commencement Date, the Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

4.1.1 the Principal Rent (if demanded) annually on the anniversary of the Rent Commencement Date; and

4.1.2 any other sums reserved as rent under this Lease, to be paid in accordance with this Lease.

4.2 **Obligation to pay the Fixed Estate Charge**

The Tenant is to pay the Fixed Estate Charge:

4.2.1 from and including the occupation of all the Units at the Property to the date of the Certificate of Practical Completion of the Estate, quarterly in arrears;

4.2.2 from and including the date of the Certificate of Practical Completion of the Estate, quarterly in advance

on each Quarter Day (but subject to **clause 18**) to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law.

4.3 **Interest on late payment**

If the Tenant does not pay the Rents within fourteen days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at 4% per annum above the Base Rate for the period from and including the due date for payment to and including the date of actual payment. Interest may be compounded on each Quarter Day and will be payable by the Tenant as additional rent on demand.

5. **ESTATE CHARGE REVIEW**

5.1 On each Review Date, the Fixed Estate Charge is to be reviewed to the figure, rounded up or down to the nearest ten pounds, calculated by increasing the Base

Fixed Estate Charge by the Relevant Percentage. The reviewed Fixed Estate Charge will be payable from and including the relevant Review Date.

- 5.2 As soon as reasonably practicable after the publication of the Index for the month preceding the relevant Review Date, the Landlord is to notify the Tenant in writing of the Fixed Estate Charge payable from and including the relevant Review Date and how that Fixed Estate Charge has been calculated. In the absence of manifest error, the Landlord's calculation of the Fixed Estate Charge payable from and including the relevant Review Date will be binding on the Tenant.
- 5.3 The Landlord may give written notice to the Tenant specifying a Revised Index to be used for the calculation of the Fixed Estate Charge if:
- 5.3.1 the reference base used to compile the Index changes after the date of this Lease or there is some other substantial change in the method used to compile the Index;
 - 5.3.2 the Index is published at less frequent intervals than as at the date of this Lease;
 - 5.3.3 publication of the Index is suspended or ceases completely; or
 - 5.3.4 it becomes impossible or impracticable to calculate any changes in the value of the Index for any other reason.

6. **VALUE ADDED TAX**

6.1 **VAT payable**

The Rents and any other consideration payable or provided by the Tenant in respect of supplies made by the Landlord to the Tenant under this Lease (excluding the Premium) are exclusive of VAT. An obligation on the Tenant under this Lease to pay money (excluding the Premium) or provide other consideration includes an obligation to pay as additional rent any VAT chargeable on that payment or consideration.

6.2 **VAT invoices**

When a taxable supply is made for the purpose of VAT under this Lease, a valid VAT invoice is to be issued in respect of that supply.

6.3 **Landlord's costs**

Where the Tenant is to pay or reimburse any Landlord's costs, the Tenant is to pay or reimburse to the Landlord any VAT on the Landlord's costs that the Landlord is unable to recover.

6.4 **Apportionments**

For the purposes of VAT, the Landlord may make such reasonable apportionments and allocations of any amounts payable by the Tenant under this Lease as the Landlord considers appropriate.

7. **INSURANCE**

7.1 **Tenant to insure**

The Tenant is to insure or procure the insurance of the Property with substantial and reputable insurers or through underwriters at Lloyd's against the risks and for the cover stated in **clause 7.2** and will separately insure or procure insurance against public and employer's liability in respect of the Property.

7.2 **Insured risks and level of cover**

The Tenant's insurance will cover full rebuilding, site clearance, professional fees and VAT and three years' loss of rent (or such longer period as the Tenant requires) taking into account cover for the effects of inflation and escalation of costs and fees. The insurance will be against the risks of fire, lightning, explosion, earthquake, landslip, subsidence, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and third party liability and any other risks, losses or costs reasonably required by the Tenant or the Landlord so far as insurance against such risks is available in the UK insurance market at reasonable rates ("the Insured Risks").

7.3 **Terms of the insurance policy**

The Tenant:

7.3.1 may, but will not be obliged to, obtain a waiver of any exclusion in respect of terrorism;

7.3.2 will seek to ensure that any policy exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Property and in the same area as the Property.

7.4 **Provision of information**

On reasonable written request the Tenant is to give to the Landlord a written summary of the Tenant's insurance policies taken out in accordance with **clause 7.1** and evidence that they are in force.

7.5 **Reinstatement**

7.5.1 The Tenant will use all reasonable endeavours to obtain any consents required to reinstate any damage to or destruction of the Property by any of the Insured Risks. Subject to those consents being obtained and remaining unrevoked, the Tenant will apply the insurance proceeds received under the buildings insurance in reinstating damage to or destruction of the Property as soon as reasonably practicable after the date of the damage or destruction, the Tenant making good any shortfall in the proceeds of insurance from its own moneys.

7.5.2 In carrying out reinstatement the Tenant will not be required to provide accommodation identical in design or specification and/ or layout if it would not be reasonably practicable to do so but any changes to the Property resulting from the reinstatement shall be approved in advance by the Landlord (such approval not to be unreasonably withheld or delayed).

7.6 Uninsured risks

If the Property are wholly or substantially damaged or destroyed by a risk that is not an Insured Risk:

7.6.1 neither the Landlord nor the Tenant will be under any obligation to repair, decorate, rebuild or reinstate the Property or to contribute towards the costs of doing so except in accordance with the terms of this **clause 7.8**;

7.6.2 if the Tenant elects to reinstate or rebuild the Property, it will do so at its own cost and expense and the provisions of **clauses 7.5 and 7.6** will apply regardless of the cause of the damage to or destruction of the Property and whether it was insured against and as if the reference to the date of damage or destruction in **clause 7.6** were to the date of the relevant party's election to reinstate the Property.

7.7 Tenant's clearance obligations

If the Tenant has failed to make the Property fit for occupation and use and accessible within three years of the date of the damage or destruction the Tenant shall as soon as reasonably practicable clear the Property leaving the Property level, appropriately landscaped and in a clean and safe condition (these obligations surviving any termination of this Lease) and shall whilst the Lease subsists maintain the Property in such condition.

7.8 Tenant's insurance obligations

The Tenant is:

7.8.1 to comply with the requirements and reasonable recommendations of the insurers of the Property;

7.8.2 to notify the Landlord immediately in writing of any damage to or destruction of the Property whether by any of the Insured Risks or otherwise of which the Tenant becomes aware.

8. COSTS AND OUTGOINGS

8.1 Payment of Outgoings

The Tenant is to pay all Outgoings in relation to the Property together with a fair proportion, to be determined by the Landlord acting reasonably, of any Outgoings that relate to the Estate as a whole but in both cases excluding any tax (other than VAT) payable by the Landlord on sums payable under this Lease or any tax payable on the grant of this Lease or any other dealings by the Landlord with its interest in the Property or the Estate.

8.2 Utility costs

The Tenant is to pay or procure payment direct to the suppliers all costs payable in respect of utilities, including electricity, gas, water, drainage, sewerage, telephone and other telecommunication services, provided to the Property together with any standing charges and taxes payable on those costs.

8.3 Landlord's costs

The Tenant is to pay to the Landlord as additional rent on demand the proper costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:

- 8.3.1 the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
- 8.3.2 any application made by the Tenant for the Landlord's consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Landlord has unreasonably withheld that consent or approval) or the application is withdrawn;
- 8.3.3 the inspection and, if required, approval by the Landlord or the Landlord's surveyor of any alterations, additions or improvements to the Property and their subsequent reinstatement at the end of the Term;
- 8.3.4 the preparation and service by the Landlord of any notice under section 6 Law of Distress Amendment Act 1908 or section 17 Landlord and Tenant (Covenants) Act 1995 or any schedule of dilapidations during or within six months after the end of the Term;
- 8.3.5 any reasonable action taken by the Landlord to abate any actionable nuisance on the Property or the Communal Estate Areas caused by the Tenant; and
- 8.3.6 verifying, where reasonable, compliance with and enforcing or making good any breach of the Tenant's obligations under this Lease, including the recovery of arrears of the Rents or any other sums due to the Landlord under this Lease, whether by distress or any other means.

8.4 Tenant's indemnity

The Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Estate, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the state of repair and condition of the Property resulting from the act, default or negligence of the Tenant or any breach of the terms of this Lease.

9. REPAIRS, MAINTENANCE AND ALTERATIONS

9.1 Tenant's repair and maintenance obligations

The Tenant is to:

- 9.1.1 keep the Property and all Conduits within and exclusively serving the Property in good and substantial repair and condition. The Tenant is also to keep the Property regularly and properly cleaned;

- 9.1.2 redecorate the external parts of the Property at reasonably regular intervals throughout the Term; and
- 9.1.3 keep any parts of the Property that are not built on clean and tidy and free from weeds with any landscaped areas planted and well tended and any parking spaces, roads, pavements and service areas properly surfaced.

9.2 **Standard of repairs**

The Tenant is to carry out any repairs and redecoration in a good and workmanlike manner to the reasonable satisfaction of the Landlord, with good and proper materials, in accordance with good building practice and in accordance with the requirements of all Legislation affecting the works or the means by which they are carried out and any repairs or redecoration of the external parts of the Property that result in any material change in appearance must first be approved by the Landlord (such approval not to be unreasonably withheld or delayed).

9.3 **Repairing notices**

The Tenant is to carry out any repairs or other works to the Property specified in any notice served on the Tenant, whether by the Landlord or any Public Authority, within the period specified in the notice (such period to be reasonable in the context of the repairs or other works to be carried out) or, if no period is specified, within a reasonable period after the receipt of the notice. Where the notice is served on the Tenant by any person other than the Landlord or the Landlord's surveyor, the Tenant is to provide a copy of the notice to the Landlord as soon as reasonably practicable after its receipt by the Tenant. The Landlord may serve notice under this clause to specify only repairs or other works that are the Tenant's responsibility under this Lease.

9.4 **Compliance with repairing notices**

If the Tenant does not comply with a notice served under **clause 9.3**, the Tenant is to permit the Landlord to enter and remain upon the Property with or without workmen, plant and materials to carry out the repairs or other works required. The costs incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 4% per annum above the Base Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.

9.5 **Restriction on alterations**

The Tenant is not to carry out structural alterations to the Property or any non-structural alterations which would materially alter the external appearance of the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

9.6 **Clause 7 Precedence**

Where the provisions of Clause 7.5 and or 7.8 apply then the provisions of Clause 7.5 and or 7.8 shall take precedence over and to the exclusion of clauses 9.1, 9.2, 9.3 and 9.4 (and approval pursuant to clause 7.5.2 shall be deemed also to include consent under clauses 9.2 and 9.5)

10. **USE OF THE PROPERTY**

10.1 **Authorised use**

The Tenant is to use the Property only for the Authorised Use.

10.2 **Restrictions on use and occupation**

The Tenant is to comply with the restrictions on use set out in **Schedule 2**.

10.3 **Management Regulations**

The Tenant is to comply with all proper and reasonable regulations made by the Landlord or the Estate Management Company (if any) for the use of the Communal Estate Areas or and the exercise of the rights granted to the Tenant under **Part 1 of Schedule 1**. Regulations must not be imposed under this **clause 10.3** that materially restrict the rights of the Tenant under this Lease.

10.4 **Lawful use**

The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Property under the Planning Acts.

11. **RESTRICTIONS ON DISPOSAL**

11.1 **General restrictions**

Except and to the extent that they are expressly permitted to do so by the terms of this Lease, neither the Tenant nor any person deriving title under the Tenant is to assign part of the Property or to underlet part of the Property

11.2 **Right to underlet Units**

The Tenant may underlet part of the Property by way of underleases of Units provided that any such underlease contains covenants and other provisions which are consistent with the terms and requirements of this Lease

11.3 **Right to assign whole**

The Tenant may assign the whole of the Property if it obtains the prior written consent of the Landlord which will not be unreasonably withheld or delayed.

11.4 **Pre-conditions to assignment**

For the purposes of section 19(1A) Landlord and Tenant Act 1927, the Landlord may impose the following conditions before giving consent to any assignment of this Lease:

11.4.1 that the proposed assignee enters into a direct covenant with the Landlord to comply with the terms of this Lease whilst the proposed assignee remains the tenant of the Lease; and

11.4.2 if reasonably requested to do so by the Landlord, that the proposed assignee provides to the Landlord, at the Landlord's option, either:

11.4.2.1 a guarantee for a period of two years of the proposed assignee's obligations in this Lease by the assignor or a

company or companies incorporated in or a person or persons resident in the United Kingdom acceptable to the Landlord acting reasonably; or

- 11.4.2.2 a rent deposit, on terms reasonably required by the Landlord, of not less than six months' Fixed Estate Charge at the amount reserved at the date of the deed of assignment of this lease (or, where a Review Date has passed but the revised rent has not been ascertained, at the Landlord's reasonable estimate of the revised Fixed Estate Charge) together with a sum equal to VAT on that amount.

11.5 Circumstances where assignment is prohibited

For the purposes of section 19(1A) Landlord and Tenant Act 1927, the Landlord may withhold consent to any assignment of this Lease where the proposed assignee is not the Block Management Company and:

- 11.5.1 in the reasonable opinion of the Landlord, the proposed assignee's covenant strength is insufficient to meet the liabilities of the Tenant in this Lease;
- 11.5.2 the accounts of the proposed assignee or its guarantor have not been audited or, if they have been audited, relate to a period or periods the most recent of which expired more than eleven months before the date of the application for consent to assignment;
- 11.5.3 the proposed assignee or its guarantor is a company incorporated in or an individual resident in a country outside the United Kingdom and there is no treaty for the mutual enforcement of judgments between the United Kingdom and that country unless, in relation to a company:
 - 11.5.3.1 it carries on and maintains a business in the United Kingdom;
 - 11.5.3.2 it has a current bank account in the United Kingdom;
 - 11.5.3.3 it has, in the reasonable opinion of the Landlord, sufficient assets in the United Kingdom to enable it to meet its liabilities under this Lease; and
 - 11.5.3.4 it agrees to be bound by the jurisdiction of the English courts; or
- 11.5.4 the proposed assignee or its guarantor is a person who enjoys sovereign or state immunity, unless a department, body or agency of the United Kingdom Government

11.6 Final seven years of the Term

During the final seven years of the Term, the Tenant is not to assign, transfer, underlet or part with the possession or occupation of the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

11.7 Certificate

The Landlord will upon each request provide a certificate as required by the restriction referred to in clause LR13 provided the provisions of clause 11.1 to 11.6 have been complied with or do not apply

12. UNDERLETTING

12.1 Obligations in relation to underleases

In relation to any underlease the Tenant:

- 12.1.1 is to enforce the terms of the underlease and is not to vary or waive any breach of them;
- 12.1.2 shall not vary the underlease such that it is inconsistent with the terms or requirements of this Lease;
- 12.1.3 the Block Management Company shall be party to each underlease to perform any services relating to the Property and to collect the relevant proportion of the Fixed Estate Charge applicable to each Unit from the tenants of the underlease;
- 12.1.4 is not to grant any licence, consent or give any approval under the underlease where license or consent is required under this lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed in circumstances where the Landlord cannot unreasonably withhold consent to a similar application made by the Tenant under this Lease.

13. NOTICE OF DEALINGS, OCCUPIERS AND STATUTORY NOTICES

13.1 Details of dealings with the Property

Within one month after any assignment, charge or assent of the Property and the grant or assignment of any underlease, however remote, the Tenant is to give written notice to the Landlord of the disposition together with certified copies of all the documents giving effect to it and is to pay to the Landlord a proper and reasonable registration fee being not less than £40. This provision shall not apply to periodic tenancies nor to tenancies of less than 7 years

13.2 Details of occupation

Without prejudice to the Tenant's obligations under section 40 Landlord and Tenant Act 1954, following a written request from the Landlord the Tenant is to supply written details to the Landlord of the information that the Landlord would be entitled to request under section 40(2) Landlord and Tenant Act 1954 if the notice were served during the final two years of the Term.

14. LEGISLATION

14.1 Obligation to comply with Legislation

The Tenant is to comply with all Legislation and any notice, order, proposal, requisition, direction or other communication from any Public Authority in respect of the Property, its use and occupation or the carrying out of any works to the Property and is to indemnify the Landlord against any breach of this obligation.

14.2 Notices

If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any Public Authority or third party affecting or likely to affect the Property, its use and occupation or the carrying out of any works to the Property, the Tenant is at its own cost immediately to provide a copy to the Landlord and at the request of the Landlord is to make or join in with the Landlord in making any representations or objections in respect of these matters as the Landlord may reasonably require.

15. PLANNING

15.1 Planning applications and implementation of planning permissions

The Tenant is not to apply for planning permission under the Planning Acts or implement any planning permission without the prior written consent of the Landlord. Consent will not be unreasonably withheld or delayed where the requirement for planning permission arises in respect of any act, matter or thing for which the Landlord's consent is required under this Lease and that consent cannot be unreasonably withheld or delayed or the Landlord's consent is not required under this Lease and, in either case, the grant or implementation of planning permission will not make the Landlord liable to meet any tax or other financial burden.

15.2 Completion of works

If the Tenant or any undertenant has begun to implement a planning permission in respect of the Property, the Tenant is to carry out and complete before the end of the Term any works permitted or required under that planning permission.

16. END OF THE TERM

16.1 Return of the Property

At the end of the Term, the Tenant is to return the Property to the Landlord with vacant possession, cleaned, reinstated and in the state of repair, condition and decoration required by this Lease with all tenant's and trade fixtures, chattels and any signs and advertisements removed from the Property. The Tenant is to make good any damage caused by the removal of any item from the Property at its own cost to the reasonable satisfaction of the Landlord.

16.2 Exclusion of compensation

Subject to the provisions of any Legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

17. ESTATE SERVICES

17.1 Provision of Estate Services

17.1.1 Subject to the terms of this **clause 17** the Landlord covenants throughout the Term and for the benefit of the Estate to carry out the Estate Services.

17.1.2 The Landlord may elect that the Estate Management Company is to carry out some or all of the Estate Services from time to time by serving written notice upon the Tenant. Upon service of such notice, the Estate Management Company will be responsible for undertaking such of the Estate Services as are specified in the notice (and the Landlord shall procure that the Estate Management Company fulfils such responsibilities), and references in this **clause 18** and in **Schedule 3** to the Landlord shall apply to the Estate Management Company in undertaking such services.

17.2 **Employment of agents and contractors**

In providing the Estate Services, the Landlord may employ managing agents, contractors or any other suitably qualified persons as the Landlord thinks fit.

17.3 **Limitation on liability**

If there is any failure, interruption or delay in the provision of the Estate Services:

17.3.1 the Landlord will not be liable to the Tenant in respect of any loss or damage caused by or arising from:

17.3.1.1 any cause or circumstance beyond the control of the Landlord including mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes; or

17.3.1.2 any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing;

17.3.2 in respect of any other failure, interruption or delay in the provision of the Estate Services, the Landlord will not be liable to the Tenant for any loss or damage unless and until the Tenant has notified the Landlord that the Estate Services are not being provided and the Landlord has not restored the provision of the Estate Services within a reasonable time.

17.4 **Minimising interruption to services**

The Landlord will use reasonable endeavours to minimise the period of failure, interruption or delay in the provision of the Estate Services where the reason for the failure, interruption or delay is under its control.

17.5 **Estate Management Company**

The provisions of **Schedule 4** are incorporated into this Lease and the Landlord and the Tenant will comply with their respective obligations in that Schedule.

18. **BLOCK MANAGEMENT COMPANY**

The Block Management Company shall collect the Fixed Estate Charge from the Tenant and the tenants of any underleases of the Property on behalf of the Landlord and the Block Management Company shall pay the Fixed Estate Charge quarterly in advance to the Landlord in full without any set-off or deduction within 21 days of each Quarter Day provided that the Landlord may in its discretion discontinue such arrangement at any time during the Term and collect

the Fixed Estate Charge direct from the Tenant by serving written notice accordingly on the Block Management Company and the Tenant.

19. DETERMINATION OF DISPUTES

19.1 Appointment of an arbitrator

Any person appointed under this Lease as an arbitrator is to be appointed by agreement between the Landlord and the Tenant. In the absence of agreement within two weeks of a request in writing from either party to the other to agree an appointment, either party may refer the appointment to the president or other most senior available officer of the Royal Institution of Chartered Surveyors or any successor body.

19.2 Specific terms for arbitration

Where any person acts as an arbitrator he is to do so in accordance with the terms of the Arbitration Act 1996 and:

19.2.1 the date of his award will be deemed to be the date on which he serves a copy of the award on the Landlord and the Tenant or, if the award is served on the Landlord and the Tenant on different dates, on the later of the two dates on which the award is served;

19.2.2 he will not be entitled to order the rectification, setting aside or cancellation of this Lease or any other deed or document;

19.2.3 he will not be entitled to direct that the recoverable costs of the arbitration, or any part of it, be limited to a specified amount; and

19.2.4 he will not be entitled to require that security be provided in respect of the costs of the arbitration.

19.3 Costs

Responsibility for the costs of referring a dispute under this clause, including costs connected with the appointment of an arbitrator but not the legal and other professional costs of any party in relation to a dispute, will be decided by the person appointed and in the absence of a decision, they will be shared equally between the Landlord and the Tenant. If either party does not pay any part of its costs and, as a result, the release of decision or award is delayed, then the other party will be entitled to pay those unpaid costs and the defaulting party will reimburse those costs to the other party on written demand together with interest at 4% above the Base Rate calculated from and including the date on which the the other party paid them to and including the date on which the defaulting party reimburses those costs to the other party.

20. NOTICES

20.1 Subject to clause 20.2 Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925. If the Tenant or any guarantor of the Tenant comprise more than one person, service on any one of them will constitute good service on all of them.

20.2 For the purposes of clause 20.1 the following words shall be deemed deleted from s196(3) of the Law of Property Act 1925 "or, in case of a notice required or authorised to be served on a lessee or mortgagor, is affixed or left for him on

the land or any house or building comprised in the lease or mortgage, or, in case of a mining lease, is left for the lessee at the office or counting-house of the mine”.

21. **LAW AND JURISDICTION**

21.1 **Applicable law**

This Lease is to be governed by and interpreted in accordance with English law.

21.2 **Jurisdiction**

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

22. **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in **clause LR1** of the Particulars.

SCHEDULE 1

Rights, Reservations and Title Matters

PART 1: RIGHTS GRANTED

1. A right to pass:
 - 1.1 with or without vehicles materials plant and machinery for all purposes to and from the Property over and along the Estate Roads and Adoptable Roads as appropriate; and
 - 1.2 without vehicles (save for bicycles with respect to designated cycleways) for all purposes over and along the Estate Footpaths,

provided that the Landlord may at any time divert, alter the route of or stop up any of the Estate Roads and Estate Footpaths either permanently or for such period as is reasonable in the circumstances, for the purpose of constructing, maintaining or repairing the Retained Land, provided that reasonable alternative access to and egress from the Property that is No Less Commodious is made available.
2. A right to use and enjoy the Communal Estate Areas on the Estate.
3. A right at any time during the Term to connect into such of the Conduits in on or under the Estate Roads and Estate Footpaths as are reasonably required by the Tenant.
4. A right at any time during the Term to lay in on or under any Communal Estate Areas of the Estate any Conduits as are reasonably required by the Tenant provided that the laying of any Conduits within the Communal Estate Areas shall not be carried out within those parts which, although not built upon at the time of the proposed works, the Landlord can show are reasonably likely to be built upon in the future.
5. A right:
 - 5.1 for the free and uninterrupted passage of Services from and to any part of the Property through the Conduits in on or under any part of the Estate which are in existence at the date of this Lease or which are installed during the Term.
 - 5.2 to use the Adoptable Sewers for the passage of water and sewage
6. A right to enter upon the Communal Estate Areas and Retained Land (by prior appointment with the Landlord and in respect of the Retained Land excluding the Communal Estate Areas, any tenant or lessee of the Landlord who would be affected) at all reasonable times with or without vehicles materials plant and machinery for the purposes of connecting into inspecting cleansing maintaining repairing and renewing any Conduits or Estate Roads or Estate Footpaths or other Communal Estate Areas installed in on or under the Communal Estate Areas or carrying out such other works on the Estate as are required for the development of the Property .

7. All such rights of support shelter and protection for the Property as may be required from the Retained Land to ensure the stability of any buildings which at any such time within the Term may be erected on any part of the Property.
8. A right during the Term to enter upon such Communal Estate Areas as are necessary to carry out works to the Property where such works will otherwise not be possible or may be possible but rendered more expensive or more difficult than they would otherwise be if this right was not available.
9. A right to carry out the development and if necessary a right to oversail the Retained Land with the jib of a crane (but without any loads oversailing) provided that in doing so the Tenant shall comply with all such health and safety requirements as are current at the time the right is exercised.

Provided always that:

10. In exercising such rights any nuisance, disruption and inconvenience to the Landlord (and in respect of the Retained Land, any tenant or lessee of the Landlord) is minimised.
11. in exercising any of the rights reserved by paragraphs 3, 4, 6 and 8, all necessary consents are obtained and any damage caused to the Retained Land is made good as soon as is reasonably practicable.
12. The rights set out in paragraphs 3, 4, 6 and 8 shall only be exercised if:
 - 12.1 the written consent of the Landlord (and in respect of the Retained Land excluding the Communal Estate Areas, any tenant or lessee of the Landlord who would be affected) is obtained including in relation to the location and/or route of any works or installation to be carried out on the Retained Land which consent shall not be unreasonably withheld or delayed provided that such consent shall not be required in cases of emergency when the Tenant will notify the Landlord as soon as reasonably practicable of the exercise of the right(s);
 - 12.2 the running of Services through Conduits and the making of permitted connections to Conduits will not or is not likely to overload the capacity of such Conduits except where the Tenant undertakes to pay the cost of increasing the capacity of such Conduits.
13. The Landlord may divert or replace the Conduits, Estate Roads and Estate Footpaths in on or under the Retained Land provided that during such diversion or replacement:
 - 13.1 in respect of the Conduits, disruption and interruption to the relevant Services is minimised; and
 - 13.2 in respect of the Estate Roads and Estate Footpaths, suitable alternative arrangements for access or egress (as appropriate) are made available in a manner which is not materially less convenient to the Tenant and is No Less Commodious.

PART 2: RIGHTS RESERVED

1. A right at any time during the Term to connect into such of the Conduits in on or under the Property as are reasonably required by the Landlord.
2. A right at any time during the Term to lay in on or under any part of the Property which is not built upon any Conduits required by the Landlord.
3. A right to the free and uninterrupted passage of Services from and to any part of the Estate through the Conduits in on or under any part of the Property which are in existence at the date of this Lease or which are installed during the Term provided that the capacity of such Conduits installed during the Term is not thereby exceeded.
4. A right to enter upon parts of the Property which are not built upon at all reasonable times and upon giving reasonable prior written notice with or without vehicles materials plant and machinery for the purposes of inspecting cleansing maintaining repairing and renewing any Conduits installed in on or under the Property.
5. All such rights of support shelter and protection for the Retained Land as may be required from the Property to ensure the stability of any buildings which at any such time within the Term may be erected on any part of the Retained Land.
6. A right during the Term to enter upon such parts of the Property as are not built upon by prior appointment at all reasonable times with or without vehicles materials plant and machinery as are necessary to carry out works to the Retained Land where such works will otherwise not be possible or may be possible but rendered more expensive or more difficult than they would otherwise be if this right was not available.
7. A right to pass with or without vehicles materials plant and machinery for all purposes to and from the Retained Land over and along the Estate Roads and to pass without vehicles (save for bicycles with respect to designated cycleways) for all purposes to and from the Retained Land over and along Estate Footpaths on the Property.

Provided always that:

8. In exercising any of the rights reserved by this Schedule, all necessary Consents are obtained and any damage caused to the Property is made good as soon as is reasonably practicable;
9. The rights set out in paragraphs 1, 2, 4 and 6 shall only be exercised with the Tenant's written consent (which shall not unreasonably withheld or delayed) except in cases of emergency when the Landlord will notify the Tenant as soon as reasonably practicable of the exercise of the right(s).
10. In exercising any of the rights reserved by this Schedule any nuisance disruption and inconvenience to the Tenant and any of the Tenant's lessees, tenants and occupiers is minimised.

PART 3: TITLE MATTERS

The rights granted and reserved by the deeds referred to in the entries on title numbers TGL363543 and AGL221079 as at the date of this Lease.

SCHEDULE 2

Restrictions on use and occupation

1. Not to create a nuisance

Not to use the Property or any of the Communal Estate Areas in a manner which creates a nuisance, damage or annoyance to the Landlord or any other tenants or occupiers of the Estate or any adjoining property or which creates any breach of the Landlord's covenant for quiet enjoyment given to any other tenant or occupier of the Estate.

2. Use of the Property

2.1 Not to use the Property or any of the Communal Estate Areas:

- 2.1.1 as a club, sex shop, or amusement arcade or for any indecent, lewd, lascivious, pornographic or obscene nature or for any business or activity which is in the reasonable opinion of the Landlord of such nature;
- 2.1.2 for any public meeting (except in any community facility on the ground floor of the Property);
- 2.1.3 for any political or religious use;
- 2.1.4 for the holding of any auction;
- 2.1.5 for the sale of alcohol; or
- 2.1.6 for any betting transaction within the meaning of the Betting Gaming and Lotteries Act 1963.

Provided that any community facility on the ground floor of the Property may be used for properly organised meetings and activities arranged for the residents of the Estate which in the reasonable opinion of the Landlord and the Management Company will be of benefit to those residents.

- 2.2 Not to install any satellite dishes or television aerials on the external walls of the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 2.3 Not to hang out clothes or other items on the external parts of the Property except in any designated drying areas without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 2.4 Not to keep or allow to be kept any pigs fowl poultry or any livestock other than domestic pets upon the Property.
- 2.5 Not to allow any commercial vehicles to be parked on the Property save in relation to deliveries or servicing of the Property and in any event no such vehicles shall be kept on the Property overnight.
- 2.6 Not to alter the layout and appearance of any external gardens and/or grounds included in the Property and to keep such gardens and grounds clean and tidy and free from rubbish.

2.7 Not to place or erect any advertisement sign hoarding or placard on the external parts of the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed) provided that this restriction shall not extend to reasonably sized signs advertising the Units for sale.

3. Control of noise

3.1 Not to use any machinery on the Property which is audible outside the Property or which causes significant vibration either within or outside the Property.

3.2 Not to play or use any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise any singing in the Property so as to be audible or otherwise discernible outside the Property between the hours of 11pm and 8am.

4. Disposal of refuse and environmental provisions

4.1 Not to store or dispose of refuse in any part of the Communal Estate Areas other than in the bin stores within the Communal Estate Areas as allocated from time to time by the Landlord.

4.2 Not to obstruct or discharge any hazardous material, oil, grease or any other deleterious material into any Conduits serving the Property.

4.3 Not to burn any rubbish on the Property.

4.4 Not to cause any smell which may cause a nuisance to any other occupiers within the Estate.

4.5 Not to keep any petrol (save for in the tank of a motor vehicle or motor cycle) or other flammable substances in or about the Property other than normal domestic cleaning products.

5. Use of the Communal Estate Areas

5.1 Not to leave any goods or refuse on or in any way obstruct the Communal Estate Areas nor allow any vehicle to stand or park in any of the Communal Estate Areas except in accordance with the rights granted in this Lease.

5.2 Not to leave any bicycles, pushchair, prams or other similar items in the Communal Estate Areas other than in areas properly designated for such purpose.

5.3 Not to permit any person to play upon any hall, staircases, landings or passageways in or about the Communal Estate Areas save in the amenity areas provided for that purpose.

5.4 Not to use the Communal Estate Areas otherwise than in accordance with the proper exercise of the rights granted in this Lease.

SCHEDULE 3

Estate Services

1. Interpretation

In this Schedule, except where the context otherwise requires "maintenance" means:

- 1.1 inspection, maintenance, redecoration and repair; and
- 1.2 where repair is not economically viable, reinstatement, replacement and renewal.

2. Communal Estate Areas

The maintenance of the Communal Estate Areas.

3. Apparatus plant machinery etc.

The provision and maintenance of all apparatus plant machinery and equipment now or from time to time comprised in or otherwise serving the Communal Estate Areas.

4. Safety Equipment

The provision and maintenance of fire alarms and fire and other safety equipment services and apparatus in the Communal Estate Areas.

5. Lighting

The lighting at appropriate times of the appropriate parts of the Communal Estate Areas.

6. Security

The provision of security services and personnel including where the Landlord deems appropriate the provision and maintenance of closed circuit television for the purpose of surveillance and supervision of users of the Communal Estate Areas.

7. Provision of Signs and General Amenities

The provision and maintenance of street furniture, directional signs, notices, seats and other fixtures, fittings, chattels and amenities for the convenience or better enjoyment of the Communal Estate Areas.

8. Landscaping

The maintenance of hard and soft landscaping and planting and other horticultural services within the Communal Estate Areas and appropriate ornamental features.

9. **Refuse**

The provision and operation of means of collection, compaction and disposal of refuse and rubbish (and the removal of litter and graffiti) from the Communal Estate Areas.

10. **Pest Control**

The provision of pest control services and personnel for the Communal Estate Areas

11. **Statutory Requirements**

The carrying out of works to the Communal Estate Areas required to comply with legislation.

12. **Insurance**

12.1 The effecting of insurance of the Communal Estate Areas against loss or damage in the full reinstatement cost thereof.

12.2 The effecting of insurance of the engineering and electrical plant and machinery being part of the Communal Estate Areas against sudden and unforeseen damage breakdown.

12.3 The effecting of property owners and public liability insurance and such other insurances as the Landlord may from time to time deem reasonably necessary.

13. **Public Toilets**

The provision and maintenance of toilet facilities within the Communal Estate Areas.

14. **Help Desk**

The provision of help desk services and personnel within or serving the Communal Estate Areas.

15. **Variation**

The Landlord shall have the right to add to, remove, vary, or otherwise substitute or change any of the Estate Services at any time as, in the reasonable opinion of the Landlord, is necessary from time to time in the interests of good estate management.

SCHEDULE 4

Estate Management Company

1. The Estate Management Company

1.1 Until such time (if ever) as:

1.1.1 the Estate Management Company is formed and full details of the Estate Management Company, including evidence of ownership, are supplied by the Landlord to the Tenant;

1.1.2 the Landlord serves written notice on the Tenant that the Estate Management Company is to undertake the obligations of the Estate Management Company as set out in this Schedule (for the purposes of this Schedule, "the Landlord's Notice");

1.1.3 and the Estate Management Company Deed of Covenant (referred to in paragraph 1.3 of this Schedule) is entered into by the Estate Management Company and the Tenant;

then the provisions set out in **paragraph 2** shall not take effect.

1.2 The Landlord (acting reasonably) may elect that the Estate Management Company is to carry out some of the Estate Services with the Landlord retaining the obligation to carry out the remainder of the Estate Services. In such case:

1.2.1 the Landlord's Notice shall specify:

(a) those Estate Services to be carried out by the Estate Management Company; and

(b) those Estate Services to be carried out by the Landlord; and

1.2.2 **paragraph 2.6** shall apply.

1.3 As soon as reasonably practicable following the occurrence of the matters specified in **paragraphs 1.1.1 and 1.1.2** (and in any event within three weeks) the Tenant shall and the Landlord shall procure that the Estate Management Company shall enter into the Estate Management Company Deed of Covenant being such form of Deed as is reasonably required by the Landlord (and incorporating covenants by the Estate Management Company in favour of the Tenant with regard to the provision of the relevant Estate Services) to give effect to the provisions of **paragraph 2**, to be entered into by the Landlord, the Estate Management Company and the Tenant (and any Guarantor, if relevant).

1.4 Upon completion of the Estate Management Company Deed of Covenant, this Lease shall be read and construed in accordance with **paragraph 2**.

1.5 At any time after the matters specified in **paragraph 1.3** have occurred, the Landlord shall be permitted to serve a further written notice on the Tenant requiring some or all of the obligations to revert to the Landlord and in such circumstances:

- 1.5.1 the Estate Management Company Deed of Covenant shall be construed so as to reflect the provisions of such notice; and
- 1.5.2 the provisions set out in **paragraph 2** shall be of no further effect with respect to those obligations.
- 1.6 The Landlord may serve as many notices on the Tenant as it requires alternating the obligations between the Landlord and the Estate Management Company.
- 1.7 If at any time during the Term the Estate Management Company for the time being ceases to exist then **paragraph 2** shall not apply until a new Estate Management Company is formed.

2. Amendments to the Lease

- 2.1 All covenants given by the Tenant in the Lease and any documents varying or supplemental thereto are given by the Tenant as a separate covenant to the Estate Management Company.
- 2.2 In clause 1.1 in each of the following defined terms, references to, "the Landlord" shall be construed as references to, "the Landlord and/or the Estate Management Company" (as the context permits and provided that should any dispute or conflict arise between the Landlord and the Estate Management Company, then the views of the Landlord shall prevail):
 - 2.2.1 "Communal Estate Areas"
 - 2.2.2 "Revised Index"
- 2.3 A new Clause 1.4.4 will be added "the Estate Management Company" in relation to clause 18 and Schedule 3
- 2.4 Clause 4.1 is to be amended to add in the words "(or in the case of the Fixed Estate Charge only - to the Estate Management Company as the Landlord directs)"
- 2.5 In each of the following provisions, references to, "the Landlord" shall be construed as references to, "the Landlord and/or the Estate Management Company" (as the context permits and provided that should any dispute or conflict arise between the Landlord and the Estate Management Company, then the views of the Landlord shall prevail):
 - 2.5.1 Clause 18 (Estate Services);
 - 2.5.2 Schedule 3 (Estate Services).
- 2.6 If **paragraph 1.4** applies:
 - 2.6.1 **clause 17.1** (Provision of Services) shall be deemed to be an obligation on the part of the Estate Management Company to carry out those Estate Services so specified in the Landlord's Notice and an obligation on the part of the Landlord to carry out those Estate Services so specified in the Landlord's Notice; and
 - 2.6.2 references to, "the Landlord" in **clause 17.2** (Employment of agents and contractors) and in **clause 17.3** (Limitation on liability) shall be

construed as references to, "the Landlord or the Estate Management Company (as the case may be)".

- 2.7 In the event that the Estate Management Company is in material default of its obligations under the Lease, the Landlord shall use reasonable endeavours to procure the performance of such obligations.

EXECUTED as a **deed** by)
affixing the common seal of)
LONDON LEGACY)
DEVELOPMENT) CORPORATION)
in the presence of:)



s.40

Authorised Signatory

EXECUTED as a **deed** by)
CHOBHAM MANOR LLP)
acting by two members)

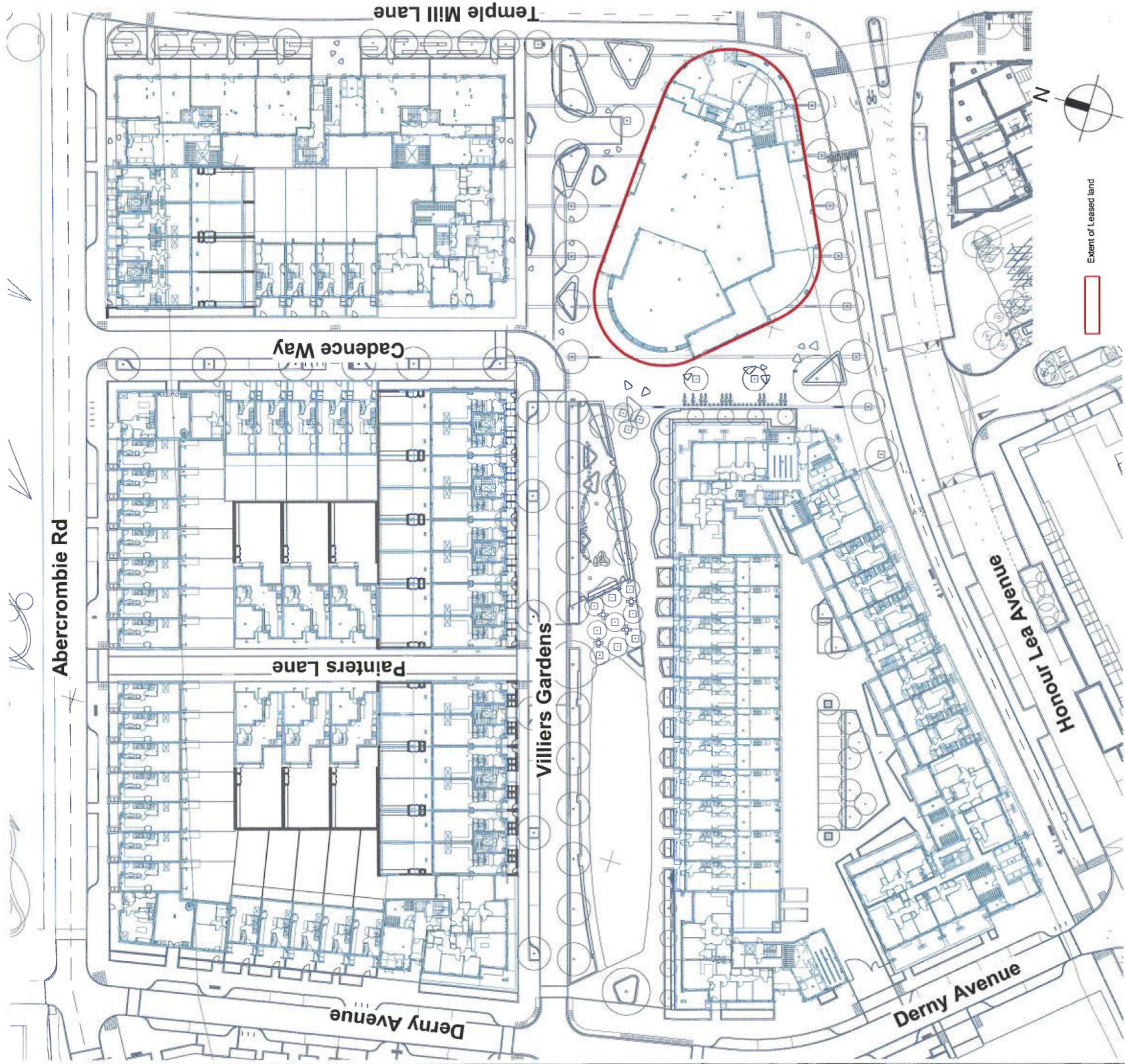
Signature of Member

Signature of Member

EXECUTED as a **deed** by)
CHOBHAM MANOR PROPERTY)
MANAGEMENT LIMITED)
acting by a director and its)
secretary or two directors)

Signature of Director

Signature of Secretary/Director



Block 3E-A Land drawdown
1 : 650

s.40

DRAWN		PROJECT	
CHECKED		Chobham Manor Olympic Park	
SCALE		DRAWING NO	
DATE		12966/3-96010	
REV	REVISION DESCRIPTION (AUTHOR/CHECKER)	REV	
-	First Issue	-	
	DATE		
	06.03.2020		

PURPOSE OF ISSUE
 CONVEYANCE

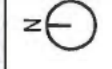
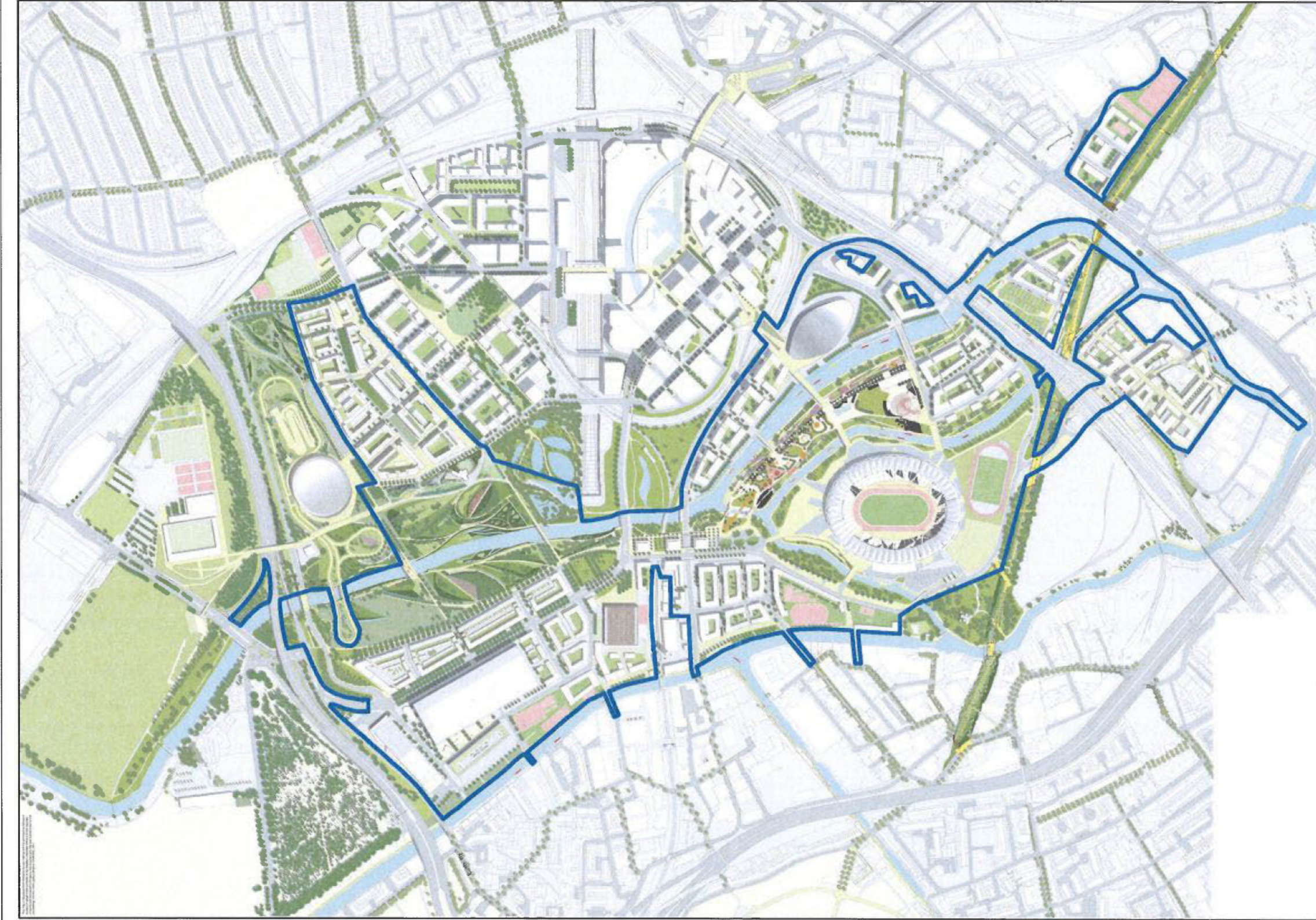
DRAWING NO
 12966/3-96010

REVISION NO
 -

PROJECT
 Chobham Manor Olympic Park

DRAWING
 Block 3E-A Land drawdown

Chobham Manor LLP, Kings Road, 101-135 Kings Road, BRENTWOOD, Essex, CM14 4DR



— Estate Boundary

LEGACY DEVELOPMENT CORPORATION Level 10, 1 Stratford Place Moorfields Road, London E20 1EJ +44 (0) 20 3288 1600 info@londonlegacy.co.uk	Title: Estate Blue Line Map		Note:
	Location: Queen Elizabeth Olympic Park	Date: February 2015	Status: FINAL
	Scale: not to scale		

s.40