

DATED 7 June 2013

**LONDON LEGACY DEVELOPMENT CORPORATION**

- and -

**UNITE FINANCE ONE (PROPERTY) LIMITED**

- and -

**UNITE FINANCE ONE (ACCOMMODATION SERVICES) LIMITED**

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**DEED OF PLANNING OBLIGATIONS**

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Made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 (as amended)  
and other powers in relation to land at Poland House, 293 – 305 High Street, Stratford E15 2TJ

**WALKER MORRIS**  
Kings Court  
12 King Street  
LEEDS  
LS1 2HL  
Tel: 0113 2832500  
Fax: 0113 2459412  
Ref: CAS/MKC/UNI.389-805

THIS DEED is made the 7<sup>th</sup> day of June 2013

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ ("**Authority**") of the first part; and
- (2) **UNITE FINANCE ONE (PROPERTY) LIMITED** (Company No. 04303331) whose registered office is situate at The Core 40, St Thomas Street, Bristol BS1 6JX ("**Owner**") of the second part; and
- (3) **UNITE FINANCE ONE (ACCOMMODATION SERVICES) LIMITED** (Company No. 04332937) whose registered office is situate at The Core 40, St Thomas Street, Bristol BS1 6JX ("**Leaseholder**") of the third part.

**RECITALS**

- (A) The Authority is the successor local planning authority to the Mayor and Burgesses of the London Borough of Newham for the area within which the Property is situated pursuant to the Localism Act 2011 and the London Legacy Development Corporation (Planning Functions) Order 2012 for the purposes of Section 106 of the 1990 Act and is the authority by whom the obligations hereby created are enforceable.
- (B) The Owner is the freehold owner of the Property registered at the Land Registry under title registration number EGL337215 and is the successor in title to Peabody Unite (One) Limited.
- (C) The Leaseholder has an interest in parts of the Property by way of a lease dated 31 May 2000 for a term of 25 years from 1 November 1999 registered at the Land Registry under title registration number EGL442656.
- (D) On 17 March 1999 the Mayor and Burgesses of the London Borough of Newham and Peabody Unite (One) Limited entered into the Original Section 106 Agreement following the grant of the Planning Permission.
- (E) The Authority the Owner and the Leaseholder have agreed that the obligations contained in the Original Section 106 Agreement no longer align with the future Occupation of the Property, and the parties therefore agree that the Original Section 106 Agreement will cease to have effect from the date of this Deed.

- (F) The Authority the Owner and the Leaseholder have agreed that the new covenants set out in this Deed should be given by the Owner and the Leaseholder to the Authority in the event that the Property is Occupied by Students.

NOW THIS DEED WITNESSETH as follows:

## 1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Deed.
- 1.2 In this Deed these words and expressions shall unless the context otherwise states have the following meanings:

**"1990 Act"** means the Town & Country Planning Act 1990 (as amended);

**"Academic Year"** the academic year of a Higher Education Institution commencing in September or October each year or such other time as specified by the relevant Higher Education Institution;

**"Business Day"** a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive;

**"Complied"** implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" shall be construed accordingly;

**"Deed"** means this deed;

**"Educational Staff"** teaching or research staff working for a Higher Education Institution;

**"Greater London"** means the City of London and 32 London Boroughs;

**"Higher Education"** an institution supported by the Higher Education

<b>Institution"</b>	Funding Council for England and delivering higher education to students in England or such other education institution as shall be agreed between the Authority and the Owner from time to time;
<b>"First Academic Year"</b>	the Academic Year commencing in September or October 2013 or such other time as specified by the relevant Higher Education Institution;
<b>"First Phase"</b>	the period of time specified in paragraph 1.2.1 of Part 1 of Schedule 1;
<b>"First Residency Term"</b>	the term of a Residency Agreement which may be granted for a period to be determined by the Owner and/or the Leaseholder (as appropriate) but which must terminate on or before 31 August 2014;
<b>"Occupation"</b>	beneficial occupation of the Student Accommodation but not including occupation for staff training or by personnel engaged in construction fitting out security or marketing and "Occupy" and "Occupied" shall be construed accordingly;
<b>"Original Section 106 Agreement"</b>	means the Agreement pursuant to Section 106 of the 1990 Act dated 17 March 1999 between (1) The Mayor and Burgesses of the London Borough of Newham and (2) Peabody Unite (One) Limited, in relation to the Permission;
<b>"Planning Permission"</b>	means the planning permission reference P/98/1268 dated 17 March 1999 granted by the London Borough of Newham for full planning permission for the conversion of the Property from a vacant office building into 23 flats;
<b>"Property"</b>	means 293-305 High Street, Stratford, London E15 shown edged red for the purpose of identification

only on the Plan attached hereto at Schedule 1;

**"Residency Agreement"** a tenancy or licence of a Student Accommodation Unit between the Owner and a Student;

**"Residency Term"** the term of a Residency Agreement;

**"Second Phase"** the period of time specified in paragraph 1.2.2 of Part 1 of Schedule 1;

**"Students"** students enrolled in a full-time higher education course at a Higher Education Institution and "Student" shall be construed accordingly;

**"Student Accommodation"** the shared facility cluster flats contained within and forming part of the Property such shared facility cluster flats to be used exclusively by Students and / or Educational Staff;

**"Student Housing Management Plan"** a management plan in the form of which is attached as Schedule 3 subject to any variations that may be agreed in writing between the Owner the Leaseholder and the Authority from time to time so as to ensure no nuisance is caused to the vicinity of the Property;

**"Student Accommodation Unit"** any single bedroom unit in the shared cluster flats forming part of the Student Accommodation;

1.3 Clause headings are for reference only and shall not affect the construction of this Deed.

1.4 Where more than one person is included in the expressions "the Authority" and "the Owner" and "the Leaseholder" agreements and obligations expressed to be made or assumed by such party are made or assumed and are to be construed as made or assumed by all such persons jointly and each of them severally.

1.5 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Authority the successors to its respective statutory functions.

- 1.6 Any covenant by the Owner and/or the Leaseholder not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.
- 1.7 The masculine and the feminine and neuter gender include each of the other genders and extend to include a corporation sole or aggregate and the singular includes the plural and vice versa.
- 1.8 A reference to an Act of Parliament refers to the Act as it applies at the date of this Deed and any later amendment or re-enactment of it and any regulations or statutory instrument made from time to time under it.
- 1.9 In this Deed:-
- 1.9.1 unless otherwise indicated reference to any:-
- (a) Clause, Schedule or Appendix is to a clause of, schedule of or appendix to this Deed;
  - (b) paragraph is to a paragraph of a Schedule of this Deed;
  - (c) Part is to a part of Schedule 1;
  - (d) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
  - (e) Recital is to a recital to this Deed; and
  - (f) plan, is to a plan annexed to this Deed as an Appendix.
- 1.10 The content of any plans is for identification purposes only.
- 1.11 Any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Deed shall be made, given or submitted in writing.
- 1.12 References to the Property include any part of it.
- 1.13 References to the Authority comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the Local Planning Authority.



- 1.14 References to the Owner include:-
- (a) persons deriving title from the Owner;
  - (b) persons claiming through or under the Owner an interest or estate in the Property; and
  - (c) the Owner's successors, assigns, transferees.
- 1.15 References to the Leaseholder include:-
- (a) persons deriving title from the Leaseholder;
  - (b) persons claiming through or under the Leaseholder an interest or estate in the Property; and
  - (c) the Leaseholder's successors, assigns, transferees and persons for the time being assuming the relevant obligations and/or rights of the Leaseholder.
- 1.16 "including" means "including without limitation";
- 1.17 Unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.18 Where in this Deed there is reference to using reasonable endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals, within ten Business Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting party(s).
- 1.19 The Interpretation Act 1978 shall apply to this Deed.
- 1.20 This "Deed" includes the Schedules and Recitals to this Deed.
- 1.21 If any provision of this Deed is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Deed is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

1.22 Where in this Deed there is any reference to an expression of satisfaction certificate approval agreement or other Consent to be given or made by the Authority such expression of satisfaction certificate approval agreement or other Consent shall be requested in writing and the Authority shall not unreasonably withhold or delay the giving or making of the same.

## **2 LEGAL EFFECT**

2.1 This Deed is made pursuant to sections 106 and 106A of the 1990 Act and all other powers so enabling and is a planning obligation for the purposes thereof with the intent that it shall bind the Owner and its successors in title to each and every part of the Property and its assigns as provided in these clauses.

2.2 The Owner and the Leaseholder shall be jointly and severally liable for all of the obligations, covenants and undertakings given on the part of the Owner and the Leaseholder to the Authority in this Deed.

2.3 The planning obligations comprised in this Deed shall become effective upon the date of this Deed.

## **3 THE ORIGINAL SECTION 106 AGREEMENT**

3.1 The parties hereto hereby agree that on the date of this Deed the Original Section 106 Agreement shall cease to have any further effect and the Owner, the Leaseholder and the Authority are hereby released from all obligations, covenants and undertakings contained within the Original Section 106 Agreement and from all liability, claims and demands in respect of any breach or non-observance of the same but subject to the rights of the Owner, the Leaseholder and the Authority in relation to any antecedent breach of those obligations, covenants or undertakings.

## **4 COVENANTS TO THE AUTHORITY**

4.1 In the event that the Property is Occupied by Students the Owner and the Leaseholder on behalf of themselves and their successors in title to the Property covenant with the Authority that they will jointly and severally observe and perform the covenants, restrictions and obligations contained in Schedule 1 of this Deed at all times during which the Property is Occupied by Students.



**5 THIRD PARTY RIGHTS**

5.1 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof provided that this clause shall not affect any right of action of any person to whom this Deed is lawfully assigned or in whom it becomes vested in law.

**6 LOCAL LAND CHARGE**

6.1 This Deed shall be registered as a Local Land Charge.

**7 AUTHORITY'S COSTS**

7.1 The Owner and/or the Leaseholder shall pay to the Authority on or before the date of completion of this Deed, the Authority's reasonable and proper legal costs which for the avoidance of doubt includes VAT together with all disbursements incurred in connection with the preparation completion and registration of this Deed.

**SCHEDULE 1**

**Part 1 – Student Accommodation Cascade Mechanism**

**Part 2 – Student Accommodation Housing Plan**

## Schedule 1

### Part 1 – Student Accommodation Cascade Mechanism

1

- 1.1 The Owner and the Leaseholder (subject to paragraph 1.4 of this Part 1) shall not Occupy the Property other than as Student Accommodation for a period of 51 weeks per year, such accommodation to be only Occupied pursuant to Residency Agreements.
- 1.2 Unless otherwise agreed in writing with the Authority and subject to paragraph 1.3 of this Part 1 the Owner and/or the Leaseholder (as applicable) shall offer the Student Accommodation to Students and/or Educational Staff in the following cascade sequence:
  - 1.2.1 without prejudice to paragraph 1.2.3 prior to 1 November in a year prior to the year in which a Student Accommodation Unit is available for occupation to use reasonable endeavours to enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within the London Borough of Newham. Such occupation shall be for a Residency Term for the Academic Year commencing in the following year in which the Residency Agreement is entered into;
  - 1.2.2 if and to the extent that the Student Accommodation is not entirely occupied in the First Phase then for the period between 1 November and 31 December in a year prior to the year in which a Student Accommodation Unit is available for occupation to use reasonable endeavours to enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within any of the London Boroughs of Newham, Greenwich, Tower Hamlets, Hackney, Waltham Forest, Redbridge and Barking. Such occupation shall be for a Residency Term for the Academic Year commencing in the following year in which the Residency Agreement is entered into; and
  - 1.2.3 if and to the extent that the Student Accommodation is not entirely occupied in the Second Phase then for the period from 1 January and throughout the Academic Year commencing in the year from 1 January in that year the Owner and/or the Leaseholder (as applicable) may offer a Residency Agreement for any available Student Accommodation Unit to any Student enrolled on a course at a Higher Education Institution within Greater London for a Residency Term for the Academic Year commencing in that year or if after 1 September of that year the remainder of the Academic Year which is running at the time in which the Residency Agreement is

entered into.

1.3 From the date of this Deed until the end of the First Academic Year only the Owner and/or the Leaseholder (as applicable) unless otherwise agreed in writing with the Authority shall offer the Student Accommodation to Students and/or Educational Staff in the following cascade sequence:

1.3.1 prior to 9 June 2013 to use reasonable endeavours to enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within the London Borough of Newham. Such occupation shall be for the First Residency Term;

1.3.2 if and to the extent that the Student Accommodation is not entirely occupied by 9 June 2013 then for the period between 10 June 2013 and 21 July 2013 to use reasonable endeavours to enter into a Residency Agreement with any Student enrolled on a course at a Higher Education Institution located within any of the London Boroughs of Newham, Greenwich, Tower Hamlets, Hackney, Waltham Forest, Redbridge and Barking. Such occupation shall be for the First Residency Term; and

1.3.3 if and to the extent that the Student Accommodation is not entirely occupied by 21 July 2013 then for the period from 22 July 2013 and throughout the First Academic Year the Owner and/or the Leaseholder (as applicable) may offer a Residency Agreement for the First Residency Term for any available Student Accommodation Unit to any Student enrolled on a course at a Higher Education Institution within Greater London.

1.4 Outside of periods of usual term time for Higher Education Institutions the Student Accommodation may be let:

1.4.1 to any student enrolled on a recognised educational course; and

1.4.2 as temporary accommodation for uses related to a Higher Education Authority's educational operations including (without limitation) the housing of temporary 'summer school' students.

1.5 The Owner and the Leaseholder shall ensure that the Student Accommodation is used at all times as a single planning unit and that:

- 1.5.1 no part of the Student Accommodation shall at any time be used as separate, independent self contained dwelling unit not forming part of the single planning unit; and
- 1.5.2 no part of the Student Accommodation shall be sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation other than in accordance with the provisions of this Part 1.



## Schedule 1

### Part 2 – Student Accommodation Housing Plan

2

- 2.1 After the Student Accommodation is Occupied and without prejudice to any other rights or remedies the Authority may have, the Owner and the Leaseholder shall not permit the Occupation of any part of the Student Accommodation except in accordance with the Student Accommodation Housing Plan (or such amended version thereof that may be agreed in writing by the Authority from time to time) and in the event of any breach of this paragraph the Owner and/or the Leaseholder shall upon written notice from the Authority (the Authority giving reason why it considers the Student Accommodation Housing Plan has not been Complied with) take any steps reasonably required by the Authority to remedy such non-Compliance until the breach is fully rectified to the reasonable satisfaction of the Authority. If the breach is not remedied within 28 days of the Authority's notice (or such other reasonable period as may be agreed between the Authority and the Owner and/or the Leaseholder in writing) then the Owner and/or the Leaseholder shall take all reasonable steps to bring about the termination of the Residency Agreement(s) that in the reasonable opinion of the Authority are causing the breach of the Student Accommodation Housing Plan.

SCHEDULE 2

PLAN

*[Handwritten signature]*



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Poland House, 293-306 High Street, Stratford, E15 2TF

SCHEDULE 3

STUDENT ACCOMMODATION HOUSING PLAN

# Poland House

## Student Housing Management Plan

The Residence (Poland House, 293 – 305 High Street, Stratford) will be managed, to create a safe, clean well run environment for its occupants, which respects their need for privacy and study.

The Residence and its occupants (the students) acknowledge and respect the rights of adjoining residents and businesses to a quiet life and will work to ensure that these rights are not compromised by their actions.

### 1. Residence Management.

The Residence will ensure:

- That all staff are aware of its obligations to occupants and the wider community and conduct themselves professionally at all times.
- That lost keys, swipe cards or other access tools are replaced as soon as possible after notification at an adequate charge in accordance with the Licence governing occupation.
- That all mail is distributed as soon as possible after receipt to occupants' rooms or post boxes.
- All occupants are provided with a statement of what the Residence will provide for them and what the Residence expects of them in return.

### 2. Maintenance.

The Residence will ensure:

- That the interior and exterior of the building is kept clean and tidy and that any graffiti or rubbish is removed as quickly as possible.
- That any damage or defect notified to the staff member in charge will be repaired as soon as possible by reputable professionally qualified service providers.
- That all accommodation will be clean, safe and secure.
- That all fixtures and fittings will comply with relevant statutory obligation and that all fixtures and fittings requiring periodic inspection will be so inspected by properly qualified service providers.
- That all common facilities are kept clean and in a good state of repair and that all common fixtures comply with relevant statutory obligations and that those that require periodic inspection will be so inspected by properly qualified service providers.
- That any maintenance work carried out as described above will be undertaken by reputable professionally qualified service providers in compliance with Health and Safety legislation, relevant industry best practise guidelines and with due regard to minimising any temporary interruption of the amenities that either occupants or adjoining residents enjoy.

### 3. External Maintenance.



The Residence will ensure:

- That all external landscaped areas are kept swept and free of litter, weeds and other rubbish.
- That the Residence presents at all times a neat orderly appearance and that any external signage is kept clean and legible.

#### **4. Housekeeping and Servicing.**

The Residence will ensure:

- That all internal and external common parts, fixtures and fittings are kept clean and free of rubbish and waste.
- That all fixtures, fittings and common area facilities are deep cleaned at least annually.
- That all occupants rooms, together with such of their contents as are provided by the Residence are deep cleaned at least annually.
- That all emergency damage, spills or incidents are dealt with as soon as possible after notification to the staff member in charge.
- That clearly marked areas for the storage of rubbish are available and that their location is advised to all occupants.
- That all rubbish is stored safely and collected as frequently as possible and that all waste storage areas are disinfected / treated as often as necessary to prevent rodent or pest infestation.
- That commercial coin-operated washing machines and driers are available at all times within the Residence and that the cost of operation of these machines is kept at a competitive level.
- That no laundry will be allowed to be hung to dry other than within occupants' rooms and provided that it is not visible from the exterior of the Residence.

#### **5. Deliveries and Collections**

- Deliveries will be accepted between 07.00 and 21.00, Monday to Saturdays and 10.00 to 16.00 on Sundays and Bank Holidays.
- Rubbish collection will be allowed between 07.00 and 18.00, unless an alternative time has been agreed with the Council's contractor.

#### **6. Check in and Check out**

- 'Dropping off' restrictions will be enforced during enrolment and at year end.
- Check in is permitted over a number of days at the start of the tenancy period with a fairly even spread of arrivals over the main check-in weekend.
- Prior to arrival correspondence including a map, is sent to all customers advising them on access to the property, their arrival time slot, parking arrangements whilst unloading cars, and subsequent parking once cars have been unloaded.
- At the main access points, there will be staff directing customers to ensure that local traffic flows are not interrupted. Arrangements will also be made with local businesses and car parks regarding traffic management.

- A number of parking spaces on site are reserved for any student with disabilities as required for that yearly intake.

## **7. Work**

- Work (other than emergency work) will be carried out to the building between 08.00 to 18.00, Monday to Friday and 08.00 to 13.00 Saturday (i.e. not on Sundays/bank holidays) unless this is, for practical reasons, not possible.

## **8. Security and Safety.**

The Residence will ensure:

- This site will have a 24 hour management and security staff monitoring the entrances and courtyard levels at various times during the day and night.
- That all external access points are adequately secured and monitored to prevent unwanted/unauthorised entry.
- That any breach of security or any other incident or emergency is investigated as soon as notified to the staff member in charge and the appropriate authorities advised if relevant. The staff member in charge will log all such incidents and will keep all parties updated until the incident is closed.
- That all Fire Escape routes are kept adequately signed and free from obstruction at all times.
- That all Fire alarms are tested at least as often as is statutorily required and that evacuation drills are carried out in accordance with statutory provision.

## **9. Services Provided to Occupants.**

The Residence will provide occupants with:

- A clean, warm, comfortably equipped room with sanitary and shower facilities.
- Safe, secure common areas.
- Electricity, water and, where relevant, gas supplies. Any loss of supply will be rectified as soon as possible after notification to the staff member in charge.
- Subject to the terms of the Licence, privacy, safety and a quiet environment in which to pursue studies.

## **10. What the Residence expects of Occupants.**

In return the Residence requires that occupants:

- Comply with the terms of the occupational Licence. Behaviour which breaches these terms and is not addressed, will eventually result in eviction from the Residence.
- Respect the staff and comply with any reasonable requests that they may make of you from time to time.
- Respect the right of adjoining residents to a quiet life and behave accordingly.
- Refrain from any activity that might cause nuisance or give rise to complaints by adjoining residents or the general public.

## **11. Community Liaison: Responsibilities & Procedures**

The residence will ensure that:

- That upon occupation of the Residence a representative of the Residence's Owner shall be assigned as having responsibility for Community Liaison (the Community Liaison Contact), such Community Liaison Contact to be a clear point of contact between the occupants of the Residence and local residents and businesses within the vicinity (a 250m radius) of the Residence
- Contact telephone numbers will be displayed in the main foyer of the Residence and will be available for legitimate use by occupants and residents in the vicinity of the Residence.
- The Community Liaison Contact or such other responsible member of staff will be available at the Residence outside normal working hours.
- The out of hours telephone number of the Community Liaison Contact and an alternative responsible member of staff shall be appropriately displayed so that it is easily obtainable for local residents and businesses in the event they may wish to make a complaint and/or contact the Residence Owner about activities occurring at the Residence.
- The Community Liaison Contact will be available on reasonable notice during normal office hours to meet with and discuss any concerns which adjoining residents and businesses may have in relation to the operation of the Residence.
- Upon occupation the Community Liaison Contact will invite local residents and businesses within a 250m radius of the Residence to form a community liaison group, such forum to meet quarterly to discuss any issues arising from the occupation of the Residence.
- Should local residents and/or businesses not show an interest in forming the community liaison group, then the Residence Owner may refrain from forming a community liaison group, but must if requested by local residents and/or businesses, hold a quarterly meeting with representatives of local residents and/or businesses or with local residents and/or businesses to review any ongoing areas of concern.

## **12. Complaints:**

- Any complaints or comments about the residence or its students should be made to the staff member in charge, or responsible member of staff at the residence .
- Any complaints received by will be dealt with in a timely and courteous manner, and that the person who made the complaint will be notified of the action taken, or response made to their complaint if they ask to be informed of the outcome.
- Noise complaints will be regarded as a serious breach of tenancy and can lead to eviction.

## **13. Waste Management**

- **Cleaning Policy**

The property will be cleaned to a standard cleaning specification and the Housekeeping team undergo comprehensive training. Communal areas including stairwells are cleaned at least weekly, and although cleaning within

each flat is a tenant responsibility, there is a termly inspection of each flat by the staff member in charge to ensure acceptable standards are being maintained. A cleaning and damage deposit is retained from tenants and in rare situations where cleaning standards are unacceptable, remedial cleaning is carried out by staff and a deposit deduction made. At the end of each tenancy period, tenants are again expected to leave the property in a reasonable condition but a full deep clean including carpets, curtains, windows, cooking appliances, kitchens and bathrooms is carried out by staff before occupation by the next tenant.

- **Grounds and Building maintenance**

Grounds maintenance will be carried out by the property maintenance and housekeeping team who would undertake a daily check clean, weekly sweep and rubbish removal, and periodic seasonal gardening.

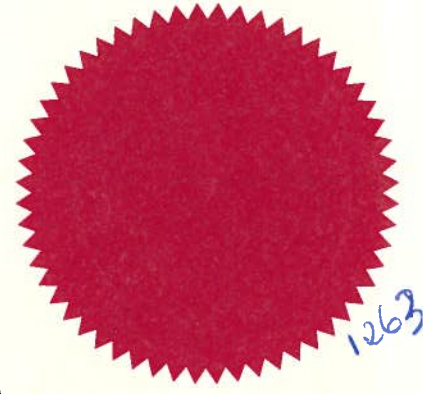
The exterior of the Residence shall be regularly maintained so that it is in good condition and presentable. Any incidences which cause damage to the exterior of the Building shall be remedied as soon as reasonably practicable.

- **Pest control**

Regular building inspections include checks for evidence of pests, and contracts are in place with national service partners for reactive pest control. Cleaning and waste management regimes also form an important part of infestation control in all properties.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

EXECUTED as a DEED )  
by affixing the Common Seal of )  
LONDON LEGACY DEVELOPMENT )  
CORPORATION )  
in the presence of : - )



*[Handwritten signature]*

Authorised Signatory

EXECUTED as a DEED (but not )  
delivered until the date hereof) on behalf of )  
UNITE FINANCE ONE (PROPERTY) )  
LIMITED )  
in the presence of : - )

Director

*[Handwritten signature]*

Director/Secretary

*[Handwritten signature]*



**EXECUTED** as a **DEED** (but not )  
delivered until the date hereof) on behalf of )  
**UNITE FINANCE ONE** )  
**(ACCOMMODATION SERVICES) LIMITED** )  
in the presence of : - )

Director



Director/Secretary

