

IN THE FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

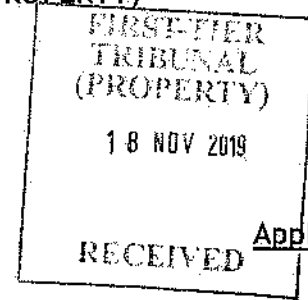
PREMISES: Various Properties in East Village, London, E20 1DB

BETWEEN

East Village Management Limited

and

Multiple leaseholders as per the application

ApplicantRespondent

 Bundle Index

Tab No.	Document	Page No.
1	The Application	1
2	The Directions	11
3	Statement setting out grounds for the application	16
4	Notice of Application	17
5	The Lease	19
6	List of Leasehold Service Charge Payers	104
7	List of supplementary sub-lessee's and tenants of Triathlon Homes LLP that pay a service charge	130
8	Proof of delivery of the Notice	148
9	Exhibits 01 - Argent Partnership Tender Pricing Exercise	181

Application for the dispensation of all or any of the consultation requirements provided for by section 20 of the Landlord and Tenant Act 1985

Section 20ZA of the Landlord and Tenant Act 1985

It is important that you read the notes below carefully before you complete this form.

This is the correct form to use if you want to ask the Tribunal to dispense with all or any of the consultation requirements set out in section 20 of the Landlord and Tenant Act 1985 and in the Service Charges (Consultation Requirements)(England) Regulations 2003.

A fee is payable for this application (see section 13 for Help with Fees). Please note that fee changes were made on 25 July 2016 in respect of all applications made on or after that date. The new fees are set out in this form.

Please send your completed application form and fee (if applicable), together with the documents listed in section 13 of this form to the appropriate regional Tribunal. (See the Annex to this form for regional office addresses). **Please do not send any other documents.** If and when further evidence is needed, you will be asked to send it in separately.

If you have any questions about how to fill in this form, the fee payable, or the procedures the Tribunal will use, please call the appropriate regional office.

If you are completing this form by hand please use BLOCK CAPITAL LETTERS.

1. DETAILS OF APPLICANT(S) (if there are multiple applicants please continue on a separate sheet)

Name: East Village Management Limited

Capacity: Estate Management Company responsible for providing management services as party to the overriding lease

Address (including postcode):

80 Celebration Avenue, London, E20 1DB

Address for correspondence (if different from above):

Telephone:

Day: 0208 221 7012

Evening:

Mobile:

Email address: panderson@eastvillagemanagement.co.uk

Fax:

Representative name and address, and other contact details: Where details of a representative have been given, all correspondence and communications will be with them until the Tribunal is notified that they are no longer acting for you.

Name: Ben Benmore c/o Savills

Reference no. (if any)

Address (including postcode):

East Village Management Limited, FAO Ben Benmore, 3rd Floor, 33 Margaret Street, London, W1G 0JD

Telephone:

Day: 0203 810 9807

Mobile: 07712 326136

Email address:

Ben.benmore@savills.com

Fax:

2. ADDRESS (including postcode) of SUBJECT PROPERTY (if not already given)

Various properties in E20 postcode.

Please see the attached schedule at Appendix 1

3. BRIEF DESCRIPTION OF BUILDING (e.g. 2 bedroom flat in purpose built block of 12 flats)

Various purpose-built apartment blocks arranged into plots, comprising long leasehold flats

4. DETAILS OF RESPONDENT (S) the person against whom an applicant seeks determination from the tribunal – this will only be the landlord's managing agent if they are a party to the lease. If there are multiple respondents, please continue on a separate sheet.

Name: Various Leaseholders - please see Appendix 1 attached for a list of respondents

Capacity: Leaseholder

Address (including postcode):

Please see within Appendix 1

Reference no. for correspondence (if any)

Address for correspondence (if different from above):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

Note: If this is an application by a landlord, then usually all tenants liable to pay a service charge for the costs in question should be joined as respondents. If tenants are not joined in this way, the landlord should provide the Tribunal with a list of the names and addresses of service charge payers. If this is not possible or is impractical, then a written explanation must be provided with this application.

If you are the landlord/management company making the application please omit, if known, the telephone/fax numbers and email address of the respondent(s) when completing Box 4 and include them on a separate sheet. This is because the application form may be copied by the tribunal to other appropriate persons (e.g. other service charge paying leaseholders in the building or development).

5. DETAILS OF LANDLORD (if not already given)

Name:

Address (including postcode):

Reference no. for correspondence (if any)

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

6. DETAILS OF ANY RECOGNISED TENANTS' ASSOCIATION (if known)

Name of
Secretary

Address (including postcode):

Telephone:

Day:

Evening:

Mobile:

Email
address:

Fax:

7. DISPENSATION SOUGHT

Applicants may seek a dispensation of all or any of the consultation requirements in respect of either qualifying works or long-term agreements.

Does the application concern qualifying works?

☐ Yes ☒ No

If Yes, have the works started/been carried out?

☐ Yes ☐ No

Does the application concern a qualifying long-term agreement?

☒ Yes ☐ No

If Yes, has the agreement already been entered into?

☐ Yes ☒ No

For each set of qualifying works and/or qualifying long-term agreements please complete one of the sheets of paper entitled '**GROUND'S FOR SEEKING DISPENSATION**'

8. OTHER APPLICATIONS

Do you know of any other cases involving either: (a) related or similar issues about the management of this property; or (b) the same landlord or tenant or property as in this application?

☐ Yes ☒ No

If Yes, please give details

9. CAN WE DEAL WITH YOUR APPLICATION WITHOUT A HEARING?

If the Tribunal thinks it is appropriate, and all the parties and others notified of their right to attend a hearing consent, it is possible for your application to be dealt with entirely on the basis of written representations and documents and without the need for parties to attend and make oral representations. ('A paper determination').

Please let us know if you would be content with a paper determination if the Tribunal thinks it appropriate.

☒ Yes ☐ No

Note: Even if you have asked for a paper determination the Tribunal may decide that a hearing is necessary. Please complete the remainder of this form on the assumption that a hearing will be held. Where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

10. TRACK PREFERENCES

We need to decide whether to deal with the case on the Fast Track or the Standard Track (see Guidance Note for an explanation of what a track is). Please let us know which track you think appropriate for this case.

☒ Fast Track
☐ Standard Track

Is there any special reason for urgency in this case?

☐ Yes ☐ No

If Yes, please explain how urgent it is and why:

The Applicants current electricity supply contracts are on a twelve month expiring term commenced from 01/12/2018; and therefore in order that a full and proper tender exercise can be undertaken in advance of the expiry date 30/11/2019; allocating the matter to the Fast Track will ensure that the application for dispensation with consultation requirements under s.20ZA Landlord and Tenant Act 1985 will be dealt with by the due deadline and ensure flexibility to potentially benefit from longer-term pricing models. It is believed this case is also of frequent nature in respect of dispensation sought from consultation requirements for energy contracts across the leasehold sector.

Note

The Tribunal will normally deal with a case in one of three ways: on paper (see section 10 above) or 'fast track' or 'standard track'. The fast track is designed for cases that need a hearing but are very simple and will not generate a great deal of paperwork or argument. A fast track case will usually be heard within 10 weeks of your application. You should indicate here if you think your case is very simple and can be easily dealt with. The standard track is designed for more complicated cases where there may be numerous issues to be decided or where for example, a lot of documentation is involved. A standard track case may involve the parties being invited to a Case Management Conference which is a meeting at which the steps that need to be taken to bring the case to a final hearing can be discussed.

11. AVAILABILITY

If there are any dates or days we must avoid during the next four months (either for your convenience or the convenience of any expert you may wish to call) please list them here.

Please list the dates on which you will NOT be available:

N/A

12. VENUE REQUIREMENTS

Please provide details of any special requirements you or anyone who will be coming with you may have (e.g. the use of a wheelchair and/or the presence of a translator):

N/A

Applications handled by the London regional office are usually heard in Alfred Place, which is fully wheelchair accessible. Elsewhere, hearings are held in local venues which are not all so accessible and the case officers will find it useful to know if you or anyone you want to come to the hearing with you has any special requirements of this kind.

13. CHECKLIST

Please check that you have completed this form fully. The Tribunal will not process your application until this has been done and it has the following documents together with the application fee (if applicable).

A copy of the lease(s). ☒

A statement that service charge payers have been named as respondents or a list of names and addresses of service charge payers ☒

A crossed cheque or postal order for the application fee of £100 (if applicable) is enclosed. ☒

DO NOT send cash under any circumstances. Cash payment will not be accepted.

Fees should be paid by a crossed cheque made payable to, or a postal order drawn in favour of, HM Courts and Tribunals Service.

Please note where there is to be a hearing, a fee of £200 will become payable by you when you receive notice of the hearing date.

Help with Fees

If you think you may be entitled to a reduced fee, the guide EX160A 'Apply for help with court, tribunal and probate fees' outlines how you can submit an application for Help with Fees.

You can submit your Help with Fees application online at www.gov.uk/help-with-court-fees or by completing the form EX160 'Apply for help with fees'. You can get a copy of the 'Apply for help with fees' form online at www.gov.uk/government/publications/apply-for-help-with-court-and-tribunal-fees or from your regional tribunal office.

If you have completed an online application for Help with Fees please enter the reference number you have been given here.

H	W	F	-				-			
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If you have completed form EX160 "Apply for Help with Fees" it must be included with your application.

The 'Apply for help with fees' form will not be copied to other parties.

14. STATEMENT OF TRUTH

The statement of truth must be signed and dated.

I believe that the facts stated in this application are true.

Signed:

Bennet

Dated:

23/10/2019

GROUNDS FOR SEEKING DISPENSATION

Please use the space below to provide information mentioned in section 7 of this form.

You will be given an opportunity later to give further details of your case and to supply the Tribunal with any documents that support it. At this stage you should give a clear outline of your case so that the Tribunal understands what your application is about. Please continue on a separate sheet if necessary.

1. Describe the qualifying works or qualifying long-term agreement concerned, stating when the works were carried out or planned to be carried out or in the case of a long-term agreement, the date that agreement was entered into or the proposed date it is to be entered into.

The Applicant seeks to potentially enter into a Qualifying Long Term Agreement (QLTA) with an electricity supplier to be chosen once a full tender exercise has been undertaken should a contract term of greater than 12 months present best value. For this reason the Applicant seeks dispensation under section 20ZA of the Landlord and Tenant Act 1985 from the consultation requirements imposed by section 20 of the 1985 Act. This is for the site-wide communal/landlord electricity supplies across the development necessary for the running of services within the blocks and estate. The supply contract would be intended to take effect at the due renewal date of 01/12/2019. It is found that based upon indicative tender pricing and market review reports; contract prices for periods greater than 12 months are on average secured at lower rates on a longer-term basis rather than having to procure based upon 12 months annually. It is therefore in the interests of the respondent's to be able to benefit from this and ensure; as far as is reasonably possible, that the best price can be achieved for the supply should it mean that a contract greater than 12 months is required. Based upon Inenco's Energy Cost Forecast Report 2018, an independent utility consultancy, largely due to the increase in taxes, levies and network 'non-commodity' charges, this is the tenth successive year of rising energy costs and the outlook for this is currently a continuing incline; demonstrably leading to securing lower rates for longer terms as early as possible. For the avoidance of doubt, the contract will not affect individual utility contracts the leaseholders have within their property for their own electric supply.

2. Describe the consultation that has been carried out or is proposed to be carried out.

Savills, on behalf of the Applicant, is in the process of sending a letter notifying the respondents that the Applicant intends to make an application for dispensation in relation to the QLTA in respect of the electricity supply contracts; and the reasons the Applicant is unable to consult on prices prior to entering into the contracts for potential future tender.

3. Explain why you seek dispensation of all or any of the consultation requirements.

Due to the nature of the procurement method required for utilities, and same-day pricing and contract acceptance requirements imposed by the commodities markets; it is not possible to follow the Section 20 Consultation procedure because the price received at the end of the purchasing window are the prices that it pays. The market operates in a way where bids are requested and contracts signed within a 24 hour period; due

to the volatility in pricing they are not willing to extend this. It is therefore impossible for the time periods for consultation laid down in Section 20 LTA 1985 to be followed since the price cannot be held for the period necessary to carry out the consultation. The issue for the tribunal is whether or not it is reasonable to dispense with the statutory consultation requirements. This application does not concern the issue of whether any service charge costs will be reasonable or payable. Based upon Eon monthly price watch reports, the market has maintained a significantly high level over the previous year. By being able to forward purchase, should be dispensation be granted, a longer-term contract could be secured a future renewals; this would aid in protecting from future further rises or secure lower rates on longer terms depending on the market at the relevant point. This positive of this would be to provide consistent budgeting over the course of the years for risk aversion purposes, rather than impact of potential market rises on each annual renewal period as has been the previous and forecasted trend on a market with such volatility. Indicative tender pricing obtained in July 2019 demonstrates that a c.3% saving could be achieved for the placing of a 36 month contract as opposed to 12 on the same terms. Whilst this may only seem a nominal percentage; on an estimated contract value in excess of £800,000 excluding VAT, this would equate to a not inconsiderable net saving of c.£20,000. This, therefore, is illustrative of the potential advantages and cost savings that may potentially be achieved should dispensation be granted to allow a long-term agreement in excess of 12 months be an option as part of the tender and contract placing exercise.

ANNEX: Addresses of Tribunal Regional Offices

NORTHERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, 1st Floor, Piccadilly Exchange, Piccadilly
Plaza, Manchester M1 4AH

Telephone: 01612 379491
Fax: 01264 785 128

This office covers the following Metropolitan districts: Barnsley, Bolton, Bradford, Bury, Calderdale, Doncaster, Gateshead, Kirklees, Knowsley, Leeds, Liverpool, Manchester, Newcastle-upon-Tyne, Oldham, Rochdale, Rotherham, St. Helens, Salford, Sefton, Sheffield, Stockport, Sunderland, Tameside, Trafford, Tyneside (North & South), Wakefield, Wigan and Wirral.

It also covers the following unitary authorities: Hartlepool, Middlesbrough, Redcar and Cleveland, Darlington, Halton, Blackburn with Darwen, Blackpool, Kingston-upon-Hull, East Riding of Yorkshire, Northeast Lincolnshire, North Lincolnshire, Stockton-on-Tees, Warrington and York.

It also covers the following Counties: Cumbria, Durham, East Cheshire, Lancashire, Lincolnshire, Northumberland, North Yorkshire and West Cheshire.

MIDLAND REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Centre City Tower, 5-7 Hill Street,
Birmingham, B5 4UU

Telephone: 0121 600 7888
Fax: 01264 785 122

This office covers the following Metropolitan districts: Birmingham, Coventry, Dudley, Sandwell, Solihull, Walsall and Wolverhampton.

It also covers the following unitary authorities: Derby, Leicester, Rutland, Nottingham, Herefordshire, Telford and Wrekin and Stoke-on-Trent.

It also covers the following Counties: Derbyshire, Leicestershire, Nottinghamshire, Shropshire, Staffordshire, Warwickshire and Worcestershire.

EASTERN REGION

HM Courts & Tribunals Service
First-tier Tribunal (Property Chamber) Residential
Property, Cambridge County Court, 197 East Road
Cambridge, CB1 1BA

Telephone: 01223 841 524
Fax: 01264 785 129
DX 97650 Cambridge 3

This office covers the following unitary authorities: Bracknell Forest, West Berkshire, Reading, Slough, Windsor and Maidenhead, Wokingham, Luton, Peterborough, Milton Keynes, Southend-on-Sea and Thurrock.

It also covers the following Counties: Bedfordshire, Berkshire, Buckinghamshire, Cambridgeshire, Essex, Hertfordshire, Norfolk, Northamptonshire, Oxfordshire and Suffolk.

SOUTHERN REGION

HM Courts & Tribunals Service

Telephone: 01243 779 394

First-tier Tribunal (Property Chamber) Residential
Property, Havant Justice Centre, The Court House,
Elmleigh Road, Havant, Hants, PO9 2AL

Fax: 0870 7395 900

This office covers the following unitary authorities: Bath and Northeast Somerset, Bristol, North Somerset, South Gloucestershire, Bournemouth, Plymouth, Torbay, Poole, Swindon, Medway, Brighton and Hove, Portsmouth, Southampton and the Isle of Wight.

It also covers the following Counties: Cornwall and the Isles of Scilly, Devon, Dorset, East Sussex, Gloucestershire, Hampshire, Kent, Somerset, Surrey, West Sussex and Wiltshire.

LONDON REGION

HM Courts & Tribunals Service

Telephone: 020 7446 7700

First-tier Tribunal (Property Chamber) Residential
Property, 10 Alfred Place, London WC1E 7LR

Fax: 01264 785 060

DX 134205 Tottenham Court Road

This office covers all the London boroughs.

The Ministry of Justice and HM Courts and Tribunals Service processes personal information about you in the context of tribunal proceedings.

For details of the standards we follow when processing your data, please visit the following address <https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service/about/personal-information-charter>

To receive a paper copy of this privacy notice, please call 0300 123 1024/ Textphone 18001 0300 123 1024.

PREMISES: Various Properties in East Village, London, E20 1DB

BETWEEN

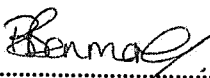
East Village Management Limited	<u>Applicant</u>
and	
Multiple leaseholders as per the application	<u>Respondent</u>

STATEMENT

I, Ben Benmore of Savills (UK) Limited, 33 Margaret Street, London, W1G 0JD, will state:

1. I am employed as an Associate at Savills (UK) Limited of the above address. We act on behalf of the Estate Management Company, East Village Management Limited, to oversee the management of the estate and buildings in East Village, London, E20 1DB (the "Property")
2. The Property consists of various purpose-built apartment blocks arranged into plots, comprising 3300 flats let on a long leasehold basis.
3. In conjunction with the appointed utility brokers' for the development, Argent Partnership, we oversee the contract placing for the site wide communal electricity supplies on behalf of the Estate Management Company. These are currently on a twelve month contract term, expiring 30th November 2019.
4. Following an indicative tender pricing analysis carried out by Argent Partnership on renewal offers for 12, 24, and 36 month terms; it was established that placing such contract for a term longer than 12 months may prove more cost effective; and therefore beneficial for the leaseholders. A copy of this tender analysis is providing at Exhibit 01.
5. We seek a determination pursuant to S20ZA of the 1985 Act for the dispensation of all or any of the consultation requirements provided for by Section 20 of the Landlord and Tenant Act 1985 as this would constitute a Qualifying Long Term Agreement. In order to secure such contract it is not possible to consult in line with the timeframes laid down by the legislation; predominantly due to the same-day pricing and contract acceptance requirements from electricity suppliers; as the price cannot be held for the period necessary to carry out the consultation. In addition, for leaseholders to make observations and recommendations in line with the consultation timescales, it would therefore also not be possible due to this nor to obtain a comparable quote.
6. In line with the Directions, the Notice of Application was issued to all leaseholders containing the reasons with which this has been made. A copy of the Notice is enclosed at Tab 4. This has been issued to those listed within tab 6 and 7, proof of issue enclosed at tab 8. No responses or objections have been received in response to the Application from any leaseholder on or before 15th November 2019 as at 10:19am on 18th November 2019.

I believe the content of this statement to be true and accurate to the best of my knowledge and belief.

Signed  Date 18/11/2019
Ben Benmore, Savills (UK) Limited

To all Triathlon Homes Leaseholders and Assured Tenants
East Village
London
E20 1DB

8 November 2019

Dear Sir/Madam,

Notice of Intention to dispense with statutory consultation requirements relating to Long Term Agreements for Energy Supplies to the common areas of East Village

We are writing to advise you that East Village Management Limited is potentially planning to enter into a long-term electricity contract (the 'Agreement') in relation to the supply of electricity to the communal areas of all properties at East Village.

For the avoidance of doubt, the Agreement will not affect the individual utility contracts you have within your property for your own electricity, gas or water supply. As this will, however, constitute a qualifying long-term agreement under Section 20 of the Landlord and Tenant Act 1985, we have submitted an application to the First-Tier Tribunal Property Chamber (Residential Property) for the dispensation of such consultation requirements under Section 20ZA of the Landlord and Tenant Act 1985. The tribunal will determine this application during the seven days commencing 25 November 2019 on the basis of written representations.

You are required to contribute, through your service charge, towards the costs of the energy supply to communal areas in so far as they are attributable to the building and/or estate which include your property. The service charge legislation provides that we must consult with "leaseholders" before entering into a 'Qualifying Long Term Agreement' which may result in payments in excess of £100 per annum per leaseholder (that is not to say that you will have to make payments in excess of £100 in this instance). It is appropriate that as Triathlon's Assured Tenants also contribute towards electricity costs through service charge payments, both Triathlon Assured Tenants as well as Triathlon Leaseholders should be involved in this process.

The current contract for the supply of energy to the communal areas expires 30 November 2019, and it is therefore intended that EVML will enter into a new contract to commence 1 December 2019;

Whilst we intend to obtain the most competitive energy prices, fluctuations in energy prices mean that utility companies only keep their prices open for a very limited period, typically a 24 hour period. This is the reason why a dispensation has been sought as it is not possible to meet the lengthy consultation requirements under the current service charge legislation. EVML's utility procurement specialists have advised that, based upon indicative tender pricing and market review reports; contract prices for periods greater than 12 months are generally secured at lower rates than those for annual renewals. It is therefore in your interests that you should be able to benefit from this and EVML therefore wishes to ensure that, as far as is reasonably possible it has the

flexibility to secure at short notice the best price that can be achieved for the supply, which may well mean that it is required to enter into a contract of greater than 12 months.

The Energy Cost Forecast published in 2018 by Inenco, an independent utility consultancy reported that, largely due to the increase in taxes, levies and network 'non-commodity' charges, this is the tenth successive year of rising energy costs and the outlook for this is currently a continuing incline; leading to securing lower rates for longer terms as early as possible being a key driver.

A full copy of the application (with any personal details deleted), the Tribunal's directions and relevant documents and correspondence can be obtained from:

East Village Management Limited
Reception Desk
80 Celebration Avenue
Ground floor
London
E20 1DB

As the application progresses additional documents will be made available, including the final decision of the Tribunal at the above address and on Triathlon Homes' website.

Yours faithfully,

Peter Anderson
Estate Director
East Village Management Ltd

DATED 22 October 2009

**STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED and
STRATFORD VILLAGE PROPERTY HOLDINGS 2 LIMITED (1)**

and

**STRATFORD VILLAGE MANAGEMENT COMPANY LIMITED
(2)**

and

TRIATHLON HOMES LLP (3)

LEASE

**of 27 apartments forming part of Block D, Plot N10 at land
north of the Channel Tunnel Rail Link, Stratford City,
Stratford, London**

LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

London Borough : London Borough of Newham
Title Number :
Property: : Land north of the Channel Tunnel Rail Link, Stratford City,
Stratford, London

PRESCRIBED CLAUSES

LR1 : Date of Lease

22 October 2009

LR2 : Title Number(s)

LR2.1: Landlord's title number(s)

EGL557879

BUP

LR2.2: Other title number(s)

None

LR3 : Parties to this Lease

Landlord

STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED (registered in England number 06582069) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN and **STRATFORD VILLAGE PROPERTY HOLDINGS 2 LIMITED** (registered in England number 06583356) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN as trustees for **STRATFORD VILLAGE DEVELOPMENT PARTNERSHIP** (registered in England number LP013054) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN.

Estate Management Company

STRATFORD VILLAGE MANAGEMENT COMPANY LIMITED (registered in England number 6917185) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN

Tenant

TRIATHLON HOMES LLP (registered in England number OC334412) whose registered office is at Fleet House, 59-61 Clerkenwell Road, London EC1M 5LA

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

See the definition of "Premises" in the Particulars

- LR5 : Prescribed statements etc**
- None
- LR6 : Term for which the Property is leased**
- The term is as follows:
- a term commencing on the earlier of (i) the date specified in the Possession Notice; and (ii) 31 March 2029, and expiring on 31 March 3013
- LR7 : Premium**
- £10.00 (ten pounds)
- 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 easements specified in clause 2 of this Lease in the definition of "Tenant's Rights" as specifically listed in Schedule 2 of this Lease
- Paragraph 1.3.2 of Schedule 13 to this Lease includes a provision which excludes the operation of Section 62 of the Law of Property Act 1925
- LR11.2: Easements granted or reserved by this Lease over the Property for the benefit of the Landlord and the owners of other property**
- The rights reserved in clause 4.3 of this Lease as specifically listed in Schedule 3 of this Lease
- LR12 : Estate rentcharge burdening the Property**
- None
- LR13 : Application for standard form of restriction**

None

LR 14 : Declaration of trust where there is more than one person comprising the Tenant

None

LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 2002

PARTICULARS

London Borough : London Borough of Newham
Title number :
Property : Land north of the Channel Tunnel Rail Link, Stratford City,
Stratford, London

- 1 Date of Lease *22 October* 2009
- 2 Landlord **STRATFORD VILLAGE PROPERTY HOLDINGS 1 LIMITED** (registered in England number 06582069) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN and **STRATFORD VILLAGE PROPERTY HOLDINGS 2 LIMITED** (registered in England number 06583356) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN as trustees for **STRATFORD VILLAGE DEVELOPMENT PARTNERSHIP** (registered in England number LP013054) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN.
- 3 Tenant **TRIATHLON HOMES LLP** (registered in England number OC334412) whose registered office is at Fleet House, 59-61 Clerkenwell Road, London EC1M 5LA.
- 4 Estate Management Company **STRATFORD VILLAGE MANAGEMENT COMPANY LIMITED** (registered in England number 6917185) whose registered office is at 23rd Floor, One Churchill Place, London E14 5LN.
- 5 Premises the apartments on the second floor (occupying the airspace between +20.110 Ordnance Datum Newlyn and +22.565 Ordnance Datum Newlyn), the third floor (occupying the airspace between +23.495 Ordnance Datum Newlyn and +25.950 Ordnance Datum Newlyn), the fourth floor (occupying the airspace between +26.515 Ordnance Datum Newlyn and +28.970 Ordnance Datum Newlyn), the fifth floor (occupying the airspace between +29.535 Ordnance Datum Newlyn and +31.990 Ordnance Datum Newlyn), the sixth floor (occupying the airspace between +32.555 Ordnance Datum Newlyn and +35.010 Ordnance Datum Newlyn), the seventh floor (occupying the airspace between +35.575 Ordnance Datum Newlyn and +38.030 Ordnance Datum Newlyn), the eighth floor (occupying the airspace between +38.595 Ordnance Datum Newlyn and +41.050 Ordnance Datum Newlyn) and the ninth floor (occupying the airspace between +41.615 Ordnance

Datum Newlyn and +44.070 Ordnance Datum Newlyn) of the Block which are shown edged red on Plans 3a, 3b, 3c, 3d, 3e, 3f, 3g and 3h, as more particularly described in paragraph 17 of Schedule 1

6	Premium	£10.00 (ten pounds)
7	Annual Rent	one peppercorn per annum from the date of commencement of the Term
8	Term	a term commencing on the earlier of (i) the date specified in the Possession Notice; and (ii) 31 March 2029, and expiring on 31 March 3013
9	The Block Services Costs Contribution	as defined in Clause 2 hereof
	The Plot Services Costs Contribution	as defined in Clause 2 hereof

THIS LEASE is made on the date shown in paragraph 1 of the Particulars between the parties shown in paragraphs 2, 3 and 4 of the Particulars

1 PRIMARY DEFINITIONS

The words and phrases defined in the Particulars and in clause 2 have the meanings specified (unless the context requires otherwise).

2 SECONDARY DEFINITIONS

"the 1925 Act"

the Law of Property Act 1925;

"the 1994 Act"

the Law of Property (Miscellaneous Provisions) Act 1994;

"the 1995 Act"

the Landlord and Tenant (Covenants) Act 1995;

"the Accounting Period"

a period commencing on 1 April and ending on 31 March each year or such other period as the Landlord and/or the Estate Management Company agrees with the Tenant from time to time;

"Ancillary Costs"

any proper and reasonable costs and expenses reasonably and properly incurred in connection with providing the Block Services and the Plot Services as the case may be including (without limitation):

- (a) the costs of any accountant or surveyor employed to determine any of the Services Total Expenditures and the amount of them payable by the Tenant;
- (b) any interest, bank or other charges arising from the Landlord and/or the Estate Management Company borrowing money or giving guarantees to enable it to carry out its obligations under this Lease;
- (c) all Value Added Tax or other similar tax payable by the Estate Management Company in respect of the matters set out in Schedule 9 (the Block Services) and Schedule 10 (the Plot Services) insofar as they are not recoverable by the Estate Management Company;

"Apartment" means any one of the parts of the Premises shown edged blue on Plans 3a, 3b, 3c, 3d, 3e, 3f, 3g and 3h;

"the Balconies"

the balconies, terraces and ^{patios} private gardens (if any) immediately adjacent to the ^{Apartment} Premises as shown coloured yellow on Plans 3a, 3b, 3c, 3d, 3e, 3f, 3g and 3h;

"the Block"

the building known as Block D on the Plot shown edged blue on Plan 2;

“the Block Common Parts”

the areas and facilities within the Block provided for the common use of residents of the Block and their visitors or exclusively serving the Block and including (but without limitation):

- (a) all accessways, corridors, staircases, fire escapes and entrance lobbies;
- (b) all lifts; and
- (c) all plant rooms and storage areas

but excluding the Plot Common Parts;

“the Block Services Costs Contribution”

the Block Services Costs Contribution shall be a fair and reasonable proportion of the Block Services Total Expenditure calculated by the Estate Management Company using a Net Internal Area method of apportionment based on the RICS Code of Measuring Practice on a consistent basis across the Block

Provided That the Estate Management Company may (but only in accordance with its constitution) implement an alternative procedure for calculating the Block Services Costs Contribution where there are sound reasons for doing so and such reasons are justified and are explained to the Tenant and the other Owners in the Block;

“the Block Services”

the services to be provided in respect of the Block which are set out in Schedule 9 (the Block Services) but which exclude the Plot Services and the Estate Services;

“the Block Services Total Expenditure”

the total expenditure incurred in any Accounting Period in providing the Block Services which may include any Ancillary Costs;

“the Car Park”

the car park located on the ground floor on the Plot which in addition to the spaces for car parking includes the areas for parking motor cycles and the accessways to and from it shown edged green on Plan 7;

“CCHP Supplier”

any network operator operating the metering, billing and supply of heating and hot water to Units via the CCHP System;

“the CCHP System”

the system for the provision of heating and hot water installed within the Plot (for the avoidance of doubt, including the meters and heat interface units within each Unit and within the Plot Common Parts and the Block Common Parts relating to the heating and hot water system and excluding the primary heat exchanger within the Plot) and any replacement system from time to time installed within the Plot during the Term;

“the Common Media”

all Service Media and Plant serving the Block and/or the Plot and/or any other parts of the Estate excluding those Service Media and Plant exclusively serving the Premises (but, for the avoidance of doubt, including (i) the meters and heat interface units within each

Apartment relating to the CCHP System; and (ii) the Service Media and Plant which forms part of the CCHP System up to and including the heat interface unit within each Apartment);

"Connected Person"

shall have the meaning given to that term in section 839 of the Income and Corporation Taxes Act 1988;

"Contribution(s)"

any amounts payable by the Tenant referred to in paragraph 9 of the Particulars;

"the Courtyard Garden"

the courtyard garden area within the Plot shown edged green on Plan 5;

"the DLR Agreements"

the agreement dated 20 April 2006 and made between the Secretary of State for Transport (1), the Urban Regeneration Agency (formerly known as English Partnerships) (2), London and Continental Railways Limited (3), Network Rail Infrastructure Limited (4), Docklands Light Railway Limited (5), Stratford City Developments Limited (6) Stanhope Plc (7) and Duelguide Holdings Limited (8) and the agreement dated 20 December 2006 and made between the Secretary of State for Transport (1) the Olympic Delivery Authority (2) London and Continental Railways Limited (3) Stratford City Developments Limited (4) Docklands Light Railway Limited (5) Union Railways (North) Limited (6) and Westfield Group (7);

"Environment"

all or any of the following media, namely air water or land including without limitation such media within natural or man made structures above on or below ground and any living organisms or systems;

"Environmental Matters"

- (a) pollution or contamination of the Environment at or through or from the Estate or any part thereof;
- (b) the presence of any Hazardous Substance in on over or under the Estate or any part thereof; and
- (c) the exposure of any person to a Hazardous Substance;

"Estate"

the area shown ^{edged} ~~hatched~~ green on Plan 1 as varied from time to time in accordance with paragraph 2.3 of Schedule 14;

"Estate Common Parts"

the areas and facilities within the Estate provided for common use of residents of the Estate and their visitors in common with others including (but without limitation):

- (a) the Estate Roads and walkways;
- (b) hard and soft landscaped areas including water features and games areas;

- (c) cycle ways;
- (d) car parking, motor cycle parking and bicycle parking areas;
- (e) the attenuation pond identified on Plan 1

as varied from time to time in accordance with paragraph 2.2 of Schedule 14 and until such time as any of the above are adopted by a competent authority, but excluding the Plot and the Other Plots;

“the Estate Management Company’s Covenants”

the covenants given by the Estate Management Company in clause 8;

“the Estate Roads”

the roads shown ^{edged} ~~hatched~~ green on Plan 4;

BLP

“Estate Services”

the services to be provided in respect of the Estate which are set out in Schedule 11 (the Estate Services) but which exclude the Plot Services and the Block Services;

“Estate Services Total Expenditure”

the total expenditure incurred in any Accounting Period in providing the Estate Services which may include:

- (a) the costs of any accountant or surveyor employed to determine the Estate Services Total Expenditure;
- (b) any interest, bank or other charges arising from the Landlord and/or the Estate Management Company borrowing money or giving guarantees to enable it to carry out its obligations under this Lease; and
- (c) all Value Added Tax or other similar tax payable by the Estate Management Company in respect of the matters set out in Schedule 11 (the Estate Services) insofar as they are not recoverable by the Estate Management Company;

“Ground Rents Lease”

any lease or underlease being non-occupational in nature granted to any Connected Person of Stratford Village Development (GP) Limited (registered in England number 6583350);

“Harm”

harm to the Environment including without limitation harm to the health of living organisms or deleterious to the Environment or other interference with the ecological systems of which they form a part;

“Hazardous Substance”

any substance whatsoever (whether in solid or liquid or in the form of a gas or vapour and whether alone or in combination with any other substance including waste) in on over or under the Estate or any part thereof which may either alone or in combination be capable of causing Harm to the Environment;

“the Insured Risks”

in so far as insurance is available in the marketplace and on reasonable commercial terms, risks in respect of loss or damage by fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped from them, riot and civil commotion, malicious or accidental damage, storm or tempest, bursting or overflowing of water tanks apparatus or pipes, flood, impact by road vehicles, landslip, subsidence and heave, terrorism together with loss of the Rents and such other risks insurable on reasonable commercial terms as may from time to time be required by the Landlord and/or the Estate Management Company (subject to such exclusions, excesses and limitations as may be imposed by the Insurers) and any risks required by the Council of Mortgage Lenders and **"Insured Risk"** shall be construed accordingly;

"the Insurers"

such reputable UK insurance company or underwriters (experienced in insuring properties of a similar size and nature as the Estate) as the Estate Management Company may from time to time nominate;

"the Interest Rate"

3 per centum per annum above the base lending rate from time to time of Barclays Bank PLC (or another bank nominated from time to time by the Landlord and/or the Estate Management Company) or if base lending rates cease to be published such other comparable rate of interest as the Landlord and/or the Estate Management Company (acting reasonably) shall specify;

"the Interim Charge"

the sum payable by the Tenant in accordance with the provisions set out in Schedule 12 (the Interim Service Charge);

"the Landlord's Covenants"

the covenants given by the Landlord in clause 7;

"this Lease"

this lease and any document which is supplemental to or collateral with or entered into pursuant to this lease;

"the Managing Agents"

the agents employed from time to time by the Estate Management Company for the management of the Block, the Plot and the Estate;

"the Management Expenses"

all reasonable and proper solicitors', counsel's, surveyors' and other consultants' and professional fees, bailiff's fees and management charges reasonably and properly incurred by the Landlord or the Estate Management Company;

"the Matters which Affect"

matters mentioned or referred to in the documents listed in Schedule 4 (the Matters which Affect) insofar as they relate to the Premises and, for the avoidance of doubt, the rights granted under this Lease;

"Net Internal Area"

has the meaning given to it in the Royal Institution of Chartered Surveyors Code of Measuring Practice (6th Edition) (as amended and supplemented from time to time);

“Other Blocks”

the other blocks within the Plot;

“Other Plots”

the other plots within the Estate;

“Owners”

the tenants and the owners and their respective successors in title of the other Units on the Estate;

“the Perpetuity Period”

80 years from the date of this Lease;

“Plan 1”

the plan annexed to this Lease and labelled 800.6_DP_001;

“Plan 2”

the plan annexed to this Lease and labelled EPA-B0810-10-05-RF-104;

“Plans 3a, 3b, 3c, 3d, 3e, 3f, 3g and 3h”

the plans annexed to this Lease and labelled EPA-B0810-10-05-L02-021, EPA-B0810-10-05-L03-031, EPA-B0810-10-05-L04-041, EPA-B0810-10-05-L05-051, EPA-B0810-10-05-L06-061, EPA-B0810-10-05-L07-071, EPA-B0810-10-05-L08-081 and EPA-B0810-10-05-L09-094;

“Plan 4”

the plan annexed to this Lease and labelled 800.6_DP_004;

“Plan 5”

the plan annexed to this Lease and labelled EPA-B0810-10-05-L01-019;

“Plan 6”

the plan annexed to this Lease and labelled EPA-B0810-10-05-RF-100;

“Plan 7”

the plan annexed to this Lease and labelled EPA-B0810-10-05-GRD-008;

“the Planning Acts”

the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and any such other enactment amending or replacing them;

“Plant”

any heating, lighting, ventilation, air handling and/or air conditioning and hot water systems, sprinklers, under floor heating, heat exchangers, meters, lifts and lift machinery, fire prevention, detection and fighting machines and equipment, fire alarms, CCTV

systems, satellite systems, main door entry systems and other plant and aerial, cable and satellite equipment;

“the Plot”

the land and the buildings known as Plot N10 at land north of the Channel Tunnel Rail Link, Stratford City, Stratford, London and shown edged red on Plan 6;

“the Plot Common Parts”

the areas and facilities within the Plot provided for common use of residents of the Plot and their visitors including (but without limitation):

- (a) all external walkways, gates, hard and soft landscaped areas;
- (b) the Refuse Area;
- (c) those parts of the Car Park which are not demised under any lease or licence to Owners for the parking of motor vehicles.
- (d) bicycle storage areas; and
- (e) the Courtyard Garden,

as varied from time to time in accordance with paragraph 2.1 of Schedule 14, but excluding the Block and the Other Blocks;

“the Plot Services”

the services to be provided in respect of the Plot which are set out in Schedule 10 (the Plot Services) but which exclude the Block Services and the Estate Services;

“Plot Services Costs Contribution”

the Plot Services Costs Contribution shall be a fair and reasonable proportion of the Plot Services Total Expenditure calculated by the Estate Management Company using a Net Internal Area method of apportionment based on the RICS Code of Measuring Practice on a consistent basis across the Plot

Provided That the Estate Management Company may (but only in accordance with its constitution) implement an alternative procedure for calculating the Plot Services Costs Contribution where there are sound reasons for doing so and such reasons are justified and are explained to the Tenant and to the other Owners in the Plot;

“the Plot Services Total Expenditure”

the total expenditure incurred in any Accounting Period in providing the Plot Services which may include any Ancillary Costs;

“the Possession Notice”

a notice executed by the Tenant confirming that the pre-conditions which the parties have agreed for the commencement of the Term have been satisfied;

“Refuse Area”

a refuse area on the ground floor of the Plot designated by the Landlord or the Estate Management Company from time to time for use by the Owners in the Plot;

“Regulations”

the regulations set out in Schedule 6 (Regulations) as such regulations may be amended, replaced or supplemented from time to time by the Estate Management Company acting reasonably and properly for the good management of the Estate, the Block and the Plot and the comfort, safety and convenience of Owners;

“Rents”

all sums payable under clauses 5.1, 5.2, 5.3 and 5.4;

“Residents’ Associations”

the associations of residents from time to time of the Block and the Plot;

“the Rights of the Estate Management Company”

the easements rights and privileges set out in Schedule 3 (the Rights of the Estate Management Company);

“Section 106 Agreement”

the deed of planning obligations pursuant to section 106 of the Town and Country Planning Act 1990 relating to the regeneration of Stratford City, London Zones 2-7 entered into by The Olympic Delivery Authority (1) The Mayor and Burgesses of the London Borough of Newham (2) The Secretary of State for Transport (3) London & Continental Railways Limited (4) the Landlord (5) Stratford Village Development (GP) Limited (6) and Transport for London (7) on 18 June 2009, as may be amended, varied, supplemented or replaced from time to time;

“Service Media”

all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues and any other conducting media;

“Services”

the Block Services, the Plot Services and the Estate Services;

“Services Total Expenditures”

the Block Services Total Expenditure and the Plot Services Total Expenditure;

“the Tenant’s Covenants”

the covenants given by the Tenant in clause 6;

“the Tenant’s Rights”

the easements rights and privileges set out in Schedule 2 (the Tenant’s Rights);

“Unit”

any property whether residential or commercial that benefits from any of the Services;

“Value Added Tax”

value added tax payable pursuant to the Value Added Tax Act 1994 or any similar tax replacing the same; and

“Working Day”

a day which is not a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in England and Wales.

3 INTERPRETATION

The provisions set out in Schedule 1 (the interpretation provisions) apply to the interpretation of this Lease (unless the context requires otherwise).

4 DEMISE OF THE PROPERTY

4.1 The Landlord grants with full title guarantee the Premises to the Tenant for the Term subject to the Matters which Affect and subject to the DLR Agreements (insofar as they relate to the Premises and, for the avoidance of doubt, the rights granted under this Lease) and in consideration of:

4.1.1 the Premium which the Tenant has paid to the Landlord (as the Landlord acknowledges) on or before the date of this Lease;

4.1.2 the Rents; and

4.1.3 the Tenant's Covenants.

4.2 The Landlord also grants the Tenant's Rights to the Tenant.

4.3 The Landlord excepts and reserves the Rights of the Estate Management Company to the Landlord and the Estate Management Company.

5 RENTS

5.1 The Annual Rent: payable on 1 April each year (if formally demanded by the Landlord).

5.2 Subject to clause 5.5, the Interim Charge and the Block Services Costs Contribution and the Plot Services Costs Contribution: payable in accordance with the provisions set out in Schedules 9 (the Block Services), 10 (the Plot Services) and 12 (the Interim Service Charge).

5.3 All sums payable under paragraph 2.3 of Schedule 5.

5.4 All reasonable costs, charges and expenses which the Landlord and/or the Estate Management Company properly incurs from time to time in connection with or in remedying any breach of any of the Tenant's Covenants: payable within 14 days of written demand.

5.5 Notwithstanding any other provision in this Lease neither the Landlord nor the Estate Management Company shall seek to recover and the Tenant shall not have to pay under this Lease any costs relating to or arising from any Harm caused by Environmental Matters, save to the extent that such Environmental Matters arising after the date of commencement of the Term are caused or knowingly permitted by the Tenant and do not relate to Hazardous Substances present on in or under the Estate as at the date of commencement of the Term.

6 THE TENANT'S COVENANTS

6.1 The Tenant covenants with the Landlord and the Estate Management Company to observe and perform its obligations set out in Schedule 5 (the Tenant's Covenants) throughout the Term.

6.2 Notwithstanding clause 6.1, the Tenant covenants with the Landlord and the Estate Management Company to observe and perform its obligations set out in paragraphs 10 (assignment and subletting), 11 (applications for consent), 12 (registration of dealings), 15

(costs), 16 (information about the property), 17 (notices), 18 (statutory requirements) (other than those statutory requirements which would require the Tenant to be in occupation of the Premises in order for the Tenant to comply with such statutory requirements and other than those statutory requirements which relate to the development of the Premises and/or to Environmental Matters), 21 (indemnity) (only in respect of any breach of the provisions referred to in this clause 6.2) and 27 (membership of the Estate Management Company) of Schedule 5 (the Tenant's Covenants) from the date of this Lease.

7 THE LANDLORD'S COVENANTS

7.1 The Landlord covenants with the Tenant and the Estate Management Company to observe and perform its obligations set out in Schedule 7 (the Landlord's Covenants) throughout the Term.

7.2 Notwithstanding clause 7.1, the Landlord covenants with the Tenant and the Estate Management Company to observe and perform its obligations set out in paragraphs 1 (quiet enjoyment), 2 (terms of other leases), 4 (covenants by the Estate Management Company), 5 (Landlord's title) and 7 (Superior Leases) of Schedule 7 (the Landlord's Covenants) from the date of this Lease.

8 THE ESTATE MANAGEMENT COMPANY'S COVENANTS

8.1 The Estate Management Company covenants with the Landlord and the Tenant to observe and perform the obligations set out in Schedule 8 (the Estate Management Company's Covenants) throughout the Term.

8.2 Notwithstanding clause 8.1, the Estate Management Company covenants with the Landlord and the Tenant to observe and perform the obligations set out in paragraph 5 (membership of the Estate Management Company) of Schedule 8 (the Estate Management Company's Covenants) from the date of this Lease.

9 ESTATE MANAGEMENT COMPANY'S LICENCE

In consideration of the obligations undertaken by the Estate Management Company in this Lease, the Landlord authorises the Estate Management Company and all employees, agents, licensees or invitees of the Estate Management Company to enter onto the Estate on a non-exclusive basis for the purposes of performing its obligations in Schedule 8 (the Estate Management Company's covenants) in accordance with the terms of this Lease.

10 OVERRIDING PROVISIONS

It is agreed and declared that the provisions set out in Schedule 13 (Overriding Provisions) override any other provisions in this Lease.

11 OTHER PROVISIONS

The provisions set out in Schedule 14 (Other Provisions) apply to this Lease.

12 MEMORANDUM

Forthwith after the commencement of the Term of this Lease, the Landlord, the Estate Management Company and the Tenant shall endorse the counterpart and the original of this Lease respectively with a memorandum to record the date of the commencement of the Term.


In witness of the above this Lease has been executed as a deed on (but not delivered until) the 'Date of Lease' stated in the Particulars


Executed as a deed by)Director
STRATFORD VILLAGE)
PROPERTY HOLDINGS 1)Secretary/Director
LIMITED acting by a director and its)
secretary/two directors


Executed as a deed by)Director
STRATFORD VILLAGE)
PROPERTY HOLDINGS 2)Secretary/Director
LIMITED acting by a director and its)
secretary/two directors

Executed as a deed by)Director
STRATFORD VILLAGE)
MANAGEMENT COMPANY)Secretary/Director
LIMITED acting by a director and its)
secretary/two directors

Signed as a deed by **TRIATHLON**)
HOMES LLP acting)
by three members)

 for and duly authorised
by Southern Space Limited, Member

 for and duly authorised
by First Base Limited, Member

 for and duly authorised
by East Place Limited, Member

SCHEDULE 1

The Interpretation Provisions

- 1** The singular shall include the plural and one gender shall include another.
- 2** The Term shall include the period of any continuation, holding over or extension of it.
- 3** References to clauses paragraphs and schedules are to clauses and paragraphs of and schedules to this Lease.
- 4** The headings to clauses, paragraphs and schedules shall not affect the construction of this Lease.
- 5** Where covenants are made by a person with more than one party such covenants shall be deemed to be made separately and individually with each party.
- 6** Where more than one person is included at any time in the expression 'Landlord' and/or 'Tenant', covenants made by the Landlord and/or the Tenant (as the case may be) shall be deemed to be made by such persons jointly and severally and references to the 'the Landlord' and/or 'the Tenant' shall include all those persons or any one of them.
- 7** Any reference to statute (whether generally or specifically) shall include all derivative instruments, orders, regulations and other matters together with all directives, regulations and mandatory requirements of the European Union and in each case any re-enactment or modification of them from time to time.
- 8** Every obligation of the Tenant not to do a specified act or thing includes an obligation on any subtenant or any family members, employees, agents, licensees or invitees of the Tenant and any subtenant respectively not to do it and an obligation not to permit or allow it to be done. Every obligation of the Tenant to comply with requirements or regulations includes an obligation to procure that any subtenant and the family members, employees, agents, licensees and invitees of the Tenant and of any subtenant respectively shall also comply with those requirements or regulations. Any reference to an act, omission or default of the Tenant includes an act, omission or default of any subtenant or of the family members, employees, agents, licensees and invitees of the Tenant and of any subtenant respectively.
- 9** Where the consent or approval of the Landlord and/or the Estate Management Company is required under this Lease, the giving of that consent or approval is conditional upon the consent of any chargee of the Landlord's interest and/or the Estate Management Company's interest in the Estate or any relevant part of it where necessary.
- 10** Any requirement to give notice shall be deemed to be a requirement to give reasonable, prior, written notice but the requirement to give notice shall not apply in an emergency.
- 11** Where the Landlord or the Estate Management Company have a right to enter the Premises, that right is also exercisable by its agents and all persons authorised by it with or without workmen and equipment but subject to production to the occupier of reasonable evidence of authority to enter the Premises.
- 12** The rights of the Estate Management Company in the Lease are for the benefit of the Landlord as well as the Estate Management Company and all references to the Estate Management Company in Schedule 2 (the Tenant's Rights) and in Schedule 3 (the rights

of the Estate Management Company) shall be deemed to be references to "the Estate Management Company and/or the Landlord".

- 13 A reference to a right to 'maintain' or to 'maintenance' includes a right to inspect, clean, repair, alter, test, renew or replace.
- 14 'The Landlord' includes the person from time to time who holds the interest immediately superior to this Lease.
- 15 'The Tenant' includes its successors in title and persons to whom it is permitted to assign and where the Tenant is an individual shall include his personal representatives.
- 16 The expression "the Estate Management Company" includes its successors in title and at all times when the Landlord is carrying out one or more functions of the Estate Management Company pursuant to paragraph 4 of Schedule 7, all references to "the Estate Management Company" shall be deemed also to include reference to the Landlord.
- 17 'The Premises' includes each and every part of it and all additions, alterations and improvements to it including:
 - 17.1 the plaster tiles and decorative finishes applied to the interior of the external walls of the Block and to any structural or load-bearing walls and columns within the Premises but no other part of any such walls and columns;
 - 17.2 the entirety of any non-structural or non-load-bearing walls and columns within the Premises and any internal staircase exclusively serving the Premises;
 - 17.3 the inner half severed medially of any non-structural or non-load-bearing walls dividing the Premises from other parts of the Block;
 - 17.4 the finish of the floors within the Premises;
 - 17.5 the surface of the floor coverings of the Balconies;
 - 17.6 the plaster and decorative finishes applied to the ceilings of the Premises;
 - 17.7 the doors door furniture and door frames of or in the Premises (but not the outer face and decorative finish of the main door of each Apartment);
 - 17.8 all Service Media and Plant from time to time exclusively serving the Premises up to the point where they connect to those of statutory undertakers or to those which are Common Media (and in the case of the Service Media and Plant which form part of the CCHP System, such Service Media and Plant up to (but excluding) the point where they connect to the heat interface unit in each Apartment);
 - 17.9 all landlord's fixtures and fittings from time to time in or on the Premises; and
 - 17.10 all sanitary and hot and cold water apparatus within the Premises
but excluding:
 - 17.11 the glass in the windows and the whole of the window frames of or in the Premises;
 - 17.12 all window furniture;
 - 17.13 all structural parts of the Block including, without limitation, the foundations, floor and ceiling slabs, main walls and columns;
 - 17.14 the common risers, roof and roof space of the Block;

17.15 the slabs, columns and all structural parts and the screens, fences, walls, balustrades and the glazing panels of the Balconies; and

17.16 the Common Media.

18 In determining the rights and obligations of the parties under this Lease for the purposes of Value Added Tax, any reference to any person, at any time when the grant of an interest in, right over or licence to occupy the Premises would, if made by that person, be treated pursuant to paragraph 40 of schedule 10 to the Value Added Tax Act 1994 as having been made by any other person shall be construed (where appropriate and unless the context otherwise requires) as a reference to such other person, and "the grant of an interest in, right over or licence to occupy" has the same meaning as for the purposes of paragraph 40 of the said schedule 10.

SCHEDULE 2

The Tenant's Rights

The Tenant's rights in this Schedule 2 shall be exercisable by the Tenant and all persons authorised by the Tenant.

- 1 A right (in common with the Estate Management Company, the Managing Agents and all other persons entitled to it) to the free and uninterrupted passage and running of all services to and from the Premises through and along all Common Media laid in or through the Block, the Plot and the Estate and which serve the Premises.
- 2 A right of support, shelter and protection for the Premises from the other parts of the Block, the Plot and the Estate.
- 3 A right (in common with the Managing Agents, the Estate Management Company and all other persons entitled to it) to use the Block Common Parts for all proper purposes.
- 4 Subject to the provisions of paragraph 2.1 of Schedule 14, a right (in common with the Managing Agents, the Estate Management Company and all other persons entitled to it) to use the Plot Common Parts for all proper purposes.
- 5 To the extent that such works are not reasonably practicable without such entry, a right at all reasonable times after giving reasonable written notice to enter into and upon such other parts of the Block and the Plot and the Estate as may reasonably be necessary to carry out:
 - 5.1 any maintenance of any Service Media forming part of the Premises; and
 - 5.2 any maintenance of or permitted alterations to the Premises.
- 6 A right (in common with the Managing Agents, the Estate Management Company and all other persons entitled to it) to connect any television set in the Premises to any aerials or satellite or other television system in the Block or Plot from time to time provided by the Estate Management Company (Provided That the Estate Management Company is not obliged to provide any such aerials or television systems).
- 7 A right (in common with the Managing Agents, the Estate Management Company and all other persons entitled to it) of access to and egress from the Car Park on foot over and along the roads and pathways on the Estate Common Parts and/or the Plot Common Parts.
- 8 A right (in common with the Managing Agents, the Estate Management Company and all other persons entitled to it) to use the Courtyard Garden at all times other than between dusk and dawn or during such other hours as the Estate Management Company may reasonably determine subject to the Regulations.
- 9 An exclusive right to use the Balconies ^{save for the surface of the floor coverings} (subject to the Estate Management Company's right of entry to inspect the Balconies and subject further to the Estate Management Company's right to renew, repair, maintain and decorate the Block and Plot).
- 10 Subject to the provisions of paragraph 2.2 of Schedule 14, the right (in common with the Managing Agents, the Estate Management Company and all other persons entitled to it) to use the Estate Common Parts for all proper purposes.

- 11 A right (in common with the Managing Agents, the Estate Management Company and all other persons entitled to it) to pass and repass at all times and for all purposes in connection with the Premises over and along the Estate Roads with or without vehicles (but as to the footpaths on foot only) until such time as such Estate Roads are adopted by a competent authority.

SCHEDULE 3

The Rights of the Estate Management Company

- 1** A right (in common with the Tenant and all other persons entitled to it) to the free and uninterrupted passage and running of all services from and to the Estate, Block and/or Plot through and along all Common Media laid in or through the Premises.
- 2** A right of support, shelter and protection for other parts of the Block and the Plot from the Premises as enjoyed at the date of the commencement of the Term.
- 3** A right at all reasonable times after giving reasonable notice (except in an emergency, when no such notice shall be required) for the Managing Agents and Estate Management Company to enter the Premises to maintain any other part of the Estate, Block, Plot, the Service Media or the CCHP System (including the air handling equipment) only accessible from the Premises and to lay and make connections to any Service Media in but not exclusively serving the Premises (Provided That the person exercising such rights shall as soon as practicable make good all damage caused in the exercise of such rights to the reasonable satisfaction of the Tenant).
- 4** A right for the Estate Management Company and Managing Agents to erect and maintain on any part of the roof of the Block Plant for the sole purpose of serving the Plot's or the Block's aerals, dishes or other apparatus for receiving or transmitting broadcast signals together with all necessary ladders, crawlboards or other accesses, cabling and fixings.

SCHEDULE 4

The Matters which Affect

1. Any matters (other than financial charges) referred to in entries in the registers of the Land Registry title number EGL500546 at the date of this Lease.
2. Any matters (other than financial charges) referred to in entries in the registers of the Land Registry title number EGL343654 at the date of this Lease.
3. Any matters (other than financial charges) referred to in entries in the registers of the Land Registry title number EGL533906 at the date of this Lease.
4. Agreement dated 12 September 1961 between (1) The British Transport Commission and (2) The Central Electricity Generating Board.
5. Agreement dated 12 July 1972 between (1) Freightliners Limited and (2) The Central Electricity Generating Board.
6. Agreement dated 18 January 1979 between (1) The British Railways Board and (2) The Central Electricity Generating Board.
7. Deed of Surrender dated 26 June 2008 between (1) Olympic Delivery Authority and (2) EDF Energy plc.
8. Lease of Transformer Chamber dated 26 June 2008 between (1) Olympic Delivery Authority and (2) EDF Energy plc.
9. Transfer dated 16 July 2008 between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited.
10. Transfer dated 16 July 2008 between (1) London and Continental Railways Limited and (2) Stratford City Developments Limited.
11. Transfer dated 16 July 2008 between (1) London and Continental Railways Limited and (2) Raisemedia Limited and Batchpath Limited.
12. Airspace Lease of Bridge 20 at Stratford City dated 16 July 2008 between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited.
13. Subsoil and Airspace Lease of land and airspace above part of the cut-and-cover tunnels forming the Temple Mills Link at Stratford City (Stage 1) dated 16 July 2008 between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited.
14. Subsoil and Airspace Lease of land and airspace above part of the cut-and-cover tunnels forming the Temple Mills Link at Stratford City (Stage 2) dated 16 July 2008 between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited.
15. Airspace Lease of Temple Mills Footbridge (Bridge 1) at Stratford City dated 16 July 2008 between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited.
16. Airspace Lease of Chobham Farm Access Road and Henrietta Street (Bridge 2) at Stratford City dated 16 July 2008 between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited.
17. Deed of Deemed Variation dated 16 July 2008 between (1) Olympic Delivery Authority and (2) Network Rail Infrastructure Limited.

18. Licence to Assign dated 16 July 2008 and made between (1) Secretary of State for Transport (2) London and Continental Railways Limited (3) Stratford City Developments Limited (4) Westfield Holdings Limited relating to the Lease referred to at paragraph 12 of this Schedule together with an Assignment of the same date made between (1) London and Continental Railways Limited and (2) Stratford City Developments Limited and a confirmatory Transfer dated 18 June 2009 and made between the same parties.
19. Licence to Assign dated 16 July 2008 and made between (1) Secretary of State for Transport (2) London and Continental Railways Limited (3) the Landlord and (4) the Olympic Delivery Authority relating to the Lease referred to at paragraph 13 of this Schedule together with an Assignment of the same date made between (1) London and Continental Railways Limited and (2) the Landlord and a confirmatory Transfer dated 18 June 2009 and made between the same parties.
20. Licence to Assign dated 16 July 2008 and made between (1) Secretary of State for Transport (2) London and Continental Railways Limited (3) the Landlord and (4) the Olympic Delivery Authority relating to the Lease referred to at paragraph 15 of this Schedule together with an Assignment of the same date made between (1) London and Continental Railways Limited and (2) the Landlord and a confirmatory Transfer dated 18 June 2009 and made between the same parties.
21. Licence to Assign dated 16 July 2008 and made between (1) Secretary of State for Transport (2) London and Continental Railways Limited (3) the Landlord and (4) the Olympic Delivery Authority relating to the Lease referred to at paragraph 16 of this Schedule together with an Assignment of the same date made between (1) London and Continental Railways Limited and (2) the Landlord and a confirmatory Transfer dated 18 June 2009 and made between the same parties.
22. Deed of Rectification dated 18 June 2009 and made between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited relating to the Transfer referred to at paragraph 9 of this Schedule.
23. Deed of Rectification dated 18 June 2009 and made between (1) London and Continental Railways Limited and (2) Stratford City Developments Limited relating to the Transfer referred to at paragraph 10 of this Schedule.
24. Deed of Rectification dated 18 June 2009 and made between (1) London and Continental Railways Limited and (2) the Landlord relating to the Transfer referred to at paragraph 11 of this Schedule.
25. Deed of Rectification dated 18 June 2009 and made between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited relating to the Lease referred to at paragraph 12 of this Schedule.
26. Deed of Rectification dated 18 June 2009 and made between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited relating to the Lease referred to at paragraph 13 of this Schedule.
27. Deed of Rectification dated 18 June 2009 and made between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited relating to the Lease referred to at paragraph 14 of this Schedule.
28. Deed of Rectification dated 18 June 2009 and made between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited relating to the Lease referred to at paragraph 15 of this Schedule.
29. Deed of Rectification dated 18 June 2009 and made between (1) The Secretary of State for Transport and (2) London and Continental Railways Limited relating to the Lease referred to at paragraph 16 of this Schedule.

30. Transfer dated 18 June 2009 and made between (1) London and Continental Railways Limited and (2) the Landlord.
31. Transfer dated 18 June 2009 and made between (1) the Landlord and (2) London and Continental Railways Limited.
32. Transfer dated 11 June 2009 and made between (1) The London Development Agency and (2) the Landlord.

SCHEDULE 5

The Tenant's Covenants

1 PAY RENTS AND INTEREST

- 1.1 The Tenant shall pay the Rents without deduction set-off or counterclaim in accordance with clause 5.
- 1.2 If any of the Rents shall have become due but shall remain unpaid for a period exceeding 14 days from the due date the Tenant shall pay to the Landlord or the Estate Management Company as appropriate interest on them at the Interest Rate (before and after any judgment) from the date when they became due until the date of payment, the interest calculated on a daily basis and compounded quarterly. This right to charge interest is without prejudice to any other right remedy or power of the Landlord or the Estate Management Company.

2 PAY OUTGOINGS AND FOR UTILITY SERVICES

- 2.1 The Tenant shall pay all rates, taxes and outgoings of any kind payable to any authority (whether or not of a capital or non-recurring nature) which are charged or assessed on the Premises or on its owner or occupier (excluding any payable in respect of the receipt of rents or any dealing with any reversionary interest to this Lease).
- 2.2 Subject to paragraph 2.3, the Tenant shall pay the suppliers (and indemnify the Landlord and the Estate Management Company against) all charges for water, sewerage, electricity, gas, telephone and any other supplies to the Premises.
- 2.3 Save for any period when the Tenant or any occupier of an Apartment is party to a customer supply agreement directly with a CCHP Supplier in relation to the supplies from the CCHP System to that Apartment, the Tenant shall pay to the Estate Management Company within 10 Working Days of demand the amount of standing charge reasonably and properly apportioned to such Apartment by the Estate Management Company (which for the avoidance of doubt shall not include any charges in relation to supplies from the CCHP System to that Apartment).

3 REPAIR

The Tenant shall keep the Premises in good and substantial repair and condition and (when necessary) replace and renew any landlord's fixtures and fittings which form part of the Premises with new ones of equivalent quality and value to the reasonable satisfaction of the Landlord and the Estate Management Company (damage by any Insured Risk excepted save to the extent that the insurance moneys shall be irrecoverable by reason of any act or default of the Tenant).

4 DECORATION AND MAINTENANCE

- 4.1 The Tenant shall keep the Premises in good decorative condition.
- 4.2 The Tenant shall carry out all works of repair, decoration and maintenance and other treatment of the Premises in a proper and workmanlike manner in accordance with good practice current at the time and with suitable, good quality materials.

5 PERMIT ENTRY

The Tenant shall permit the Landlord and the Estate Management Company at all reasonable times, on giving reasonable prior written notice to the Tenant (except in the case of emergency, when no such notice shall be required), to enter the Premises:

- 5.1 to examine and note its condition if there are reasonable grounds to do so;
- 5.2 to exercise the Rights of the Estate Management Company; and
- 5.3 to carry out the Estate Management Company's obligations under this Lease.

6 COMPLY WITH NOTICES TO REPAIR

- 6.1 The Tenant shall commence all works for which the Tenant is liable under this Lease as soon as necessary and reasonably practicable after service of written notice by the Landlord or the Estate Management Company identifying the works required (but in the event of non urgent works within a reasonable period of that notice, having regard to the nature of the works). The works must be completed as soon as reasonably practicable.
- 6.2 If the Tenant fails to commence the urgent required works within 7 days of service and the non-urgent works within 2 months of service of the Landlord's notice or the Estate Management Company's notice or shall fail to complete them as soon as reasonably practicable, the Landlord or the Estate Management Company (as appropriate) may enter the Premises to carry out those works. The proper cost of the works carried out by the Landlord or the Estate Management Company (including all Management Expenses in connection with them) shall be repaid by the Tenant and recoverable from him by the Landlord and/or the Estate Management Company within 14 days of written demand as a debt due from him to the Landlord or the Estate Management Company (as appropriate).

7 DEFECTS

The Tenant shall give written notice to the Landlord or the Estate Management Company of any defects in the Premises or any part of the Plot or the Block which may give rise to a common law or statutory duty of the Landlord or the Estate Management Company as soon the Tenant becomes aware of any such defects.

8 ALTERATIONS

- 8.1 (Except as permitted under paragraph 8.2 of this Schedule 5) the Tenant shall not make any alteration or addition to the Premises or erect on or attach to the exterior of the Premises any pole, mast, aerial, satellite dish, security equipment or similar apparatus or other apparatus for the receipt or transmission of broadcast signals.
- 8.2 The Tenant may:
 - 8.2.1 with the consent of the Landlord (such consent not to be unreasonably withheld or delayed) make any internal non-structural alterations or additions to the Premises (including, without limitation, any internal non-structural alterations or additions which may interfere with or affect the performance of any Common Media); and
 - 8.2.2 without the consent of the Landlord make internal non-structural alterations or additions to an Apartment which do not affect the structural integrity of the Block and do not interfere with or affect the performance of any Common Media.
- 8.3 The Tenant shall not make access to any Common Media more difficult.
- 8.4 The Tenant shall not drill any holes in the floor that would affect the underfloor heating.

9 EASEMENTS

- 9.1 The Tenant shall not obstruct any window or light of the Premises.

- 9.2 Upon becoming aware of the same, the Tenant shall give immediate written notice to the Landlord and the Estate Management Company of any encroachment on the Premises or circumstances which might result in the acquisition of any easement or other right over the Premises and take or join in such proceedings or take such other steps as the Landlord or the Estate Management Company may reasonably require (at the Landlord's expense or that of the Estate Management Company (as appropriate)) to prevent any such encroachment or acquisition.

10 ASSIGNMENT AND SUBLETTING

- 10.1 The Tenant shall not transfer, sublet, charge, part with possession or share possession of part only of the Premises save as permitted by the remainder of this paragraph 10.
- 10.2 The Tenant may assign the whole of the Premises without the Landlord's consent at any time after the date of commencement of the Term, Provided That this paragraph shall not prohibit any assignment of the whole of the Premises prior to the date of commencement of the Term made pursuant to the exercise of any rights or powers conferred by any security interest taken over the Premises.
- 10.3 The Tenant may grant charges and rentcharges over the Premises without the Landlord's consent.
- 10.4 The Tenant may underlet the whole of the Premises or any Apartment with the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 10.5 Notwithstanding paragraph 10.4:
- 10.5.1 the Tenant may underlet any Apartment (including, without limitation, by way of Shared Ownership Lease as defined in section 7(7) of the Leasehold Reform, Housing and Urban Development Act 1993) without the Landlord's consent Provided That:
- (a) such underlease reserves the rights reserved to the Estate Management Company under this Lease;
 - (b) in so far as the Tenant is permitted to do so by law and by the requirements of any regulatory authority, the Tenant imposes on such undertenant covenants no less onerous than the Tenant's Covenants, in so far as they apply to the premises to be underlet; and
 - (c) in so far as the Tenant is permitted to do so by law and by the requirements of any regulatory authority, the Tenant imposes on such undertenant a requirement that any further underletting is on terms which include undertenant covenants no less onerous than the Tenant's Covenants, in so far as they apply to the premises to be sub-underlet; and
- 10.5.2 the Tenant may underlet any Apartment on an Assured Tenancy (as defined in the Housing Act 1988 and other than a Shared Ownership Lease as defined in section 7(7) of the Leasehold Reform, Housing and Urban Development Act 1993) or an Assured Shorthold Tenancy (as defined in the Housing Act 1988) without the Landlord's consent Provided That:
- (a) such underlease reserves the rights reserved to the Estate Management Company under this Lease;
 - (b) in so far as the Tenant is permitted to do so by law and by the requirements of any regulatory authority, the Tenant imposes on such undertenant regulations no less onerous than the Regulations; and

- (c) in so far as the Tenant is permitted to do so by law and by the requirements of any regulatory authority, the Tenant imposes on such undertenant a requirement that any further underletting is on terms which include regulations no less onerous than the Regulations.

10.6 The Tenant shall:

- 10.6.1 impose obligations on the undertenant when granting an underlease of an individual Shared Ownership Unit or Shared Equity Unit in similar terms to those stated in paragraph 4.15.4 of Schedule 1 to the Section 106 Agreement;
- 10.6.2 unless otherwise agreed by the Council under the Section 106 Agreement, enter into a Nominations Agreement and (in relation to any Intermediate Units) a Service Level Agreement in respect of the Affordable Housing Units that are the subject of this Lease such Nominations Agreement and any Service Level Agreement to be entered into prior to the grant of any underlease or first letting of the relevant Affordable Housing Units; and
- 10.6.3 subject to paragraph 4.21.4 of Schedule 1 to the Section 106 Agreement, impose obligations on the undertenant when granting an underlease of an individual Shared Ownership Unit or Shared Equity Unit giving the landlord under that underlease a right of pre-emption in respect of such underlease for the period from the grant of the underlease until the expiry of 21 years following final Staircasing entitling the landlord under that underlease to buy the underlease back at the Model Shared Ownership Lease Market Value upon sale by the tenant,

Provided That capitalised terms in this paragraph 10.6 shall have the meaning ascribed to them in the Section 106 Agreement unless otherwise defined in this Lease and the obligations in this paragraph 10.6 shall only be binding on the Tenant for so long as the provisions of the Section 106 Agreement apply to the Premises.

11 APPLICATIONS FOR CONSENT

On making any application for consent under this Lease the Tenant shall submit (where appropriate) such plans, elevations and specifications as the Estate Management Company shall reasonably and properly require and shall pay the legal, surveyor's and other professional charges reasonably and properly incurred by the Estate Management Company in connection with any such application.

12 REGISTRATION OF DEALINGS

Within 4 weeks after any transfer, charging or subletting on a long lease of the Premises or any Apartment, the Tenant shall provide a certified copy of such transfer, charge or lease to the Estate Management Company.

13 REPAIRS TO OTHER PREMISES

To the extent that it is only reasonably practicable to carry out such works from the Premises, the Tenant shall permit the Landlord the Estate Management Company the Managing Agents and any Owner with or without workmen and all other persons authorised by any of them at all reasonable times during the daytime and on reasonable prior notice to enter into the Premises to exercise their right to maintain any part of the Plot or the Block or execute repairs or alterations to any adjoining or contiguous property or for the purpose of making, repairing, maintaining, supporting, rebuilding, cleansing, lighting or keeping in good order and condition the Block, the Block Common Parts, the Plot Common Parts and the remainder of the Plot or any part of it and also for the

purpose of laying down, maintaining, repairing and testing Service Media and for similar purposes.

14 SERVICE CHARGE

The Tenant shall pay to the Estate Management Company the Interim Charge, the Block Services Costs Contribution and the Plot Services Costs Contribution at the times and in the manner provided in Schedule 9 (the Block Services), Schedule 10 (the Plot Services) and Schedule 12 (The Interim Service Charge).

15 COSTS

The Tenant shall pay the Landlord and the Estate Management Company on an indemnity basis all reasonable costs claims demands and expenses (including all Management Expenses) reasonably and properly incurred by the Landlord and the Estate Management Company in contemplation of or in relation to or as a result of:

- 15.1 any breach of any obligation of the Tenant under this Lease; and
- 15.2 any application for consent under this Lease (save where consent is unreasonably withheld or delayed).

16 INFORMATION ABOUT THE PROPERTY

- 16.1 From time to time the Tenant shall (to the extent permitted by law and no more than once per year) give the Landlord and the Estate Management Company full written particulars of all interests in the Premises within 14 days of a written request to do so.
- 16.2 The Tenant shall (to the extent permitted by law) disclose such information as the Landlord and the Estate Management Company may reasonably require in relation to any application or request made or particulars produced to the Landlord and/or the Estate Management Company.

17 NOTICES

On receipt of any notice, order, direction or other thing from any competent authority affecting or likely to affect the Premises (whether it has been served directly on the Tenant or the original or a copy of it has been received from any other person), the Tenant shall:

- 17.1 comply with its requirements at the Tenant's expense;
- 17.2 promptly deliver to the Landlord and the Estate Management Company a true copy of it; and
- 17.3 if reasonably required by the Landlord or the Estate Management Company, at the Tenant's expense join with the Landlord and the Estate Management Company (as appropriate) in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Premises or the Plot or the Block or the Estate as the Landlord or the Estate Management Company consider desirable and join with the Landlord or the Estate Management Company in any such appeal or application to the appropriate authority or Court against such notice, order, direction or other thing as the Landlord or the Estate Management Company may reasonably require.

18 STATUTORY REQUIREMENTS

Subject to clause 5.5 and in so far as they relate to the Premises, the Tenant shall comply in all respects at its expense with the provisions of any statute, statutory instrument, rule, order or regulation and of any order, direction or requirement made or given by any

authority or the appropriate Minister or Court if any (whether it is to be complied with by the Landlord, the Estate Management Company, the Tenant or the occupier) and promptly to give notice in writing to the Landlord and the Estate Management Company of the giving of such order, direction or requirement and to keep the Landlord and the Estate Management Company indemnified against all claims demands and liabilities in respect of it.

19 PLANNING

Subject to clause 5.5 and in so far as they relate to the Premises, the Tenant shall comply in all respects with the Planning Acts.

20 YIELDING UP

At the expiry or on the early determination of the Term, the Tenant shall yield up to the Landlord the Premises in a state of repair and condition that is consistent with the Tenant's obligations under this Lease together with all alterations or additions and all fixtures (other than tenant's fixtures) and make good any damage caused by the removal of the tenant's fixtures.

21 INDEMNITY

The Tenant shall indemnify the Landlord and the Estate Management Company against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability (including any liability for any injury to any person or damage to any land or other property) arising from any breach of any obligation of the Tenant under this Lease or the state and condition or any use of the Premises.

22 VALUE ADDED TAX

22.1 The Tenant shall (subject to the provision of a valid VAT invoice) pay an amount equal to all Value Added Tax in respect of all taxable supplies made to the Tenant under this Lease.

22.2 Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord, the Estate Management Company or any other person any sum under this Lease, including by way of a refund or indemnity, shall include an obligation to pay an amount equal to Value Added Tax incurred on that sum by the Landlord, the Estate Management Company or other person except to the extent that the Landlord, the Estate Management Company or other person is entitled to credit or repayment for such Value Added Tax under the Value Added Tax Act 1994 or an equivalent statutory provision.

22.3 Wherever under this Lease the Tenant is obliged to pay a sum, that sum shall be regarded as being exclusive of all Value Added Tax from time to time payable on it.

23 INCUMBRANCES

The Tenant shall comply with all covenants and other matters relating to the Premises (and in particular comply with the Matters which Affect) so far as they are enforceable.

24 REGULATIONS

At all times throughout the Term the Tenant shall observe and perform the Regulations.

25 INSURANCE

25.1 The Tenant shall apply all money which it shall receive by virtue of any insurance of the Premises in making good the loss or damage in respect of which it has been received.

25.2 If the payment of any insurance money under a policy taken out by the Estate Management Company is refused owing to some act or default of the Tenant, the Tenant shall pay the Estate Management Company the amount so refused.

25.3 If any excess to which any policy of insurance taken out pursuant to the terms of this Lease relating to the Premises shall be subject becomes applicable, the Tenant shall pay the Estate Management Company a fair and reasonable proportion of the amount of that excess.

26 NOT TO DAMAGE

26.1 The Tenant shall at all times use (and ensure that its visitors, agents and servants use) the other parts of the Block the Plot and the Estate in a careful and considerate manner so that no damage is caused to such areas by the Tenant or its visitors, agents or servants.

26.2 In the event of a breach of the provisions of paragraph 26.1 of this Schedule 5 the Tenant shall indemnify the Landlord or the Estate Management Company (as appropriate) for the cost of rectifying any damage so caused.

27 MEMBERSHIP OF THE ESTATE MANAGEMENT COMPANY

27.1 The Tenant confirms acceptance of its membership of the Estate Management Company and shall observe and perform the obligations imposed on members of the Estate Management Company by or under its constitution from time to time.

27.2 The Tenant shall not, while it remains the tenant under this Lease, withdraw from membership of the Estate Management Company or dispose or purport to dispose of any of the rights attaching to membership of the Estate Management Company.

27.3 The occupier of each Apartment (save for anyone occupying an Apartment under an Assured Shorthold Tenancy as defined in the Housing Act 1988) shall have the right to become a member of each of the Residents' Associations and where an occupier does not exercise such right, the Tenant shall have the right to become a member of the Residents' Associations in respect of that Apartment.

27.4 If the Estate Management Company so requests, the Tenant shall promptly sign a membership application form to confirm and evidence its membership of the Estate Management Company and/or the Residents' Associations.

SCHEDULE 6

Regulations

- 1 The Tenant shall use each Apartment only as a private residence for occupation by a single household. The Tenant may accommodate lodgers where the Tenant together with the number of lodgers does not exceed the occupancy for which the Apartment was designed.
 - 2 The Tenant must not use the Premises or any part of it for business purposes, Provided That use of an Apartment as a show flat is permitted.
 - 3 The Tenant must not use the Premises for any noisy, offensive, dangerous, illegal or immoral purpose.
 - 4 The Tenant must not hold any political meeting or public show or spectacle or any sale by auction in the Premises.
 - 5 The Tenant must not do anything in or at the Premises which may be or become a nuisance, damage, annoyance or disturbance to the Landlord, or any Owner or any owner or occupier of other land.
 - 6 The Tenant must not do any act or thing which may render void or voidable any policy of insurance maintained in respect of part or all of the Block or the Plot or the Estate or may cause an increased insurance premium to be payable or keep any petrol or other inflammable substances in or about the Premises. The Tenant must repay to the Landlord or the Estate Management Company (as appropriate) all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation, all such payments to be recoverable as rent in arrear.
 - 7 The Tenant must not throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Premises or out of any window or from any Balcony, patio or terrace.
 - 8 The Tenant must not overload the Premises or damage, overload or obstruct any Service Media.
 - 9 The Tenant must not deposit or burn any rubbish or refuse in the Premises or any part of the Plot or in any part of the Block or Estate and must ensure that rubbish or refuse receptacles on the Premises are regularly emptied into the receptacles provided in the Refuse Area. Further the Tenant must segregate its rubbish and deposit it in the relevant recycling bins.
 - 10 Except in relation to any Environmental Matters existing at the date of commencement of the Term, the Tenant must not permit any substance which is or might become of a dangerous, hazardous or contaminative nature or which might in any way:
 - 10.1 adversely affect or damage the Estate, the Block, the Plot, any Service Media, other land or water or the environment; or
 - 10.2 cause harm to human healthto be in on or escape from the Premises.
- If the Tenant becomes aware of any such substance in or escaping from the Premises, it must give immediate written notice of it to the Estate Management Company and, except in relation to any Environmental Matters existing at the date of commencement of the

Term, remove or remediate it in compliance with the reasonable requirements of the Estate Management Company or any competent authority.

- 11 The Tenant must not play or use any musical instrument, television, radio, loudspeaker or mechanical or other noise-making instrument of any kind or practise any singing in the Premises or on any balcony, patio or terrace at any time which might cause annoyance to a reasonable Owner or occupier of any other Unit in the Plot or the Block.
- 12 The Tenant must not use in the Premises any electrical device without an effective suppressor fitted to it.
- 13 The Tenant must not hang or expose in or on any part of the Premises so as to be visible from the outside any clothes or washing of any description or any other articles. The Tenant must not shake any mats, brooms or other articles inside any part of the Block (other than the Premises) or out of the windows of the Premises or any part of the Block.
- 14 The Tenant must not place any flower pot planter or other like object in any part of the Block (other than the Premises in accordance with paragraph 18 hereof).
- 15 The Tenant must not exhibit any form of sign, picture, flag, advertisement or notification material which is visible from outside the Premises, including without limitation any form of sign, advertisement or notification relating to the sale or letting of any Apartment.
- 16 Subject to paragraph 17, the Tenant must not hang from the windows of the Premises any curtains or blinds (including venetian blinds) other than those which are white or off-white or which have a white or off-white lining.
- 17 For such time as any Apartment is occupied as an Affordable Housing Unit (as defined in the Section 106 Agreement), the provisions of paragraph 16 shall not apply to that Apartment but if curtains or blinds are hung from the windows of the Premises as at the date of commencement of the Term, the Tenant shall maintain such curtains or blinds and where necessary replace the same with substantially similar curtains or blinds for a period of ten years from 31 March 2014 or (if earlier) until the date on which the relevant Apartment ceases to be occupied as an Affordable Housing Unit (as defined in the Section 106 Agreement).
- 18 Where the Premises include any balcony, patio or terrace, only its surface covering is included in the Premises and the substructure belongs to the Landlord and the following regulations shall apply:
 - 18.1 the Tenant must keep it neat, tidy and well tended;
 - 18.2 the Tenant must not make any alteration or addition to it without the prior written consent of the Landlord and the Estate Management Company (such consent not to be unreasonably withheld or delayed);
 - 18.3 the Tenant may only bring on to or keep on it flower pots and planters of a reasonable size and number, garden furniture and otherwise only items the total weight of which does not exceed the weight which the Balcony, patio or terrace (as appropriate) was designed to bear and if the Landlord considers that this weight has been exceeded the Tenant shall remove sufficient numbers of items to ensure the designed weight is not exceeded);
 - 18.4 the Tenant may not place any item on the extracts of common risers (if any) or obstruct access to them nor may the Tenant store any patio heaters in any part of the Premises; and
 - 18.5 the Tenant shall not light any fires or barbecues on any balcony, patio or terrace.

- 19 The Tenant must not keep any dog or cat in the Premises without the written consent of the Estate Management Company. The Tenant may keep any other animal in the Premises without the consent of the Estate Management Company, Provided That whether or not consent has been granted or is required, the Tenant shall be required to remove any animal forthwith by notice in writing at any time if nuisance or annoyance might be caused to a reasonable Owner or occupier of any other property in the Block or if any dog or other animal of the Tenant or under the Tenant's control fouls any of the roads, footpaths or other parts of the Plot.
- 20 The Tenant must not leave or park so as to cause any obstruction in or on any parking spaces or passageways forming part of the Plot any motor vehicle, motorcycle, bicycle or other item belonging to or used by the Tenant or occupier of the Premises or by any of his or their friends, servants or invitees. The Tenant must observe all regulations made by the Estate Management Company from time to time relating to the parking of such vehicles.
- 21 The Tenant must not park any vehicle of a height greater than 2.1 metres or larger than the car parking spaces in the Car Park, or any caravan or boat on any parking space or on any other part of the Plot or the Estate.
- 22 The Tenant must not carry out upon any part of the Estate or the Plot including the Car Park any repairs to any motor vehicle (except in an emergency).
- 23 The Tenant must not wash any motor vehicle in any part of the Estate or the Plot.
- 24 The Tenant must not permit any children of the Tenant or any subtenant or their respective family members, employees, agents, licensees or invitees to play upon any reception areas in the Block or the access thereto, staircases, landings or passageways within the Plot.
- 25 The Tenant must cover the floors of the Premises and keep them covered with:
 - 25.1 carpet; or
 - 25.2 other suitable sound deadening material approved (except in the case of the kitchen and bathroom only) by the Estate Management Company (which shall not withhold or delay its consent unreasonably).
- 26 The Tenant must not leave open the entrance doors to any Apartment or the Block. The Tenant must not make any avoidable noise in any part of the Block and Plot between the hours of 11.00 p.m. and 8.00 a.m.
- 27 The Tenant must not use the Plot Common Parts or any other part of the Block and the Plot except in accordance with the proper exercise of the Tenant's Rights.
- 28 The Tenant must remove promptly when required to do so by the Estate Management Company any object of or obstruction by the Tenant or any subtenant or their respective family members, employees, agents, licensees or invitees on the Estate or the Plot or the Block. The Tenant must pay the Estate Management Company on demand the cost reasonably and properly incurred by it of removing and if appropriate storing the object. The Tenant expressly authorises its removal and storage in such circumstances and acknowledges it shall be entirely at its risk.
- 29 The Tenant must comply with all requirements and recommendations from time to time of any competent authority in relation to fire precautions and means of escape affecting the Premises and keep smoke detection apparatus in the Premises properly maintained and not obstruct any means of escape from the Premises or the Block.

- 30 The Tenant must keep the Premises clean and tidy and clean the inside of the windows and the outside face of any windows accessible from the Balconies or from the inside of the Premises and the inside and outside faces of any glass screens on the Balconies once every 3 months.
- 31 The Tenant must not interfere with the external decorations or painting of any part of the Plot or the Block.
- 32 The Tenant must pay the cost of making good any damage at any time caused by the Tenant or any subtenant or their respective family members, employees, agents, licensees or invitees to any part of the Plot the Block, the Estate or to the person or property of any Owner or occupier of any other part of the Plot whether by the carrying in or removal of furniture or other goods to or from the Premises or in some other way.
- 33 If any Apartment is to be left unoccupied for any continuous period of more than 28 days, the Tenant must turn off its mains water supply.
- 34 If any Apartment is to be left unoccupied for any continuous period of more than 2 calendar months, the Tenant must notify the Estate Management Company in writing of the name and address of a suitable local and responsible person who shall be responsible for the observance and performance on behalf of the Tenant of the Tenant's obligations in this Lease.
- 35 The Tenant must submit any dispute, difference or complaint that may arise between the Tenant and any other Owner in respect of the use or occupation of the Premises or any other part of the Plot to the Estate Management Company for arbitration or mediation before taking any further or other steps or proceedings.
- 36 The Tenant shall not leave a bicycle anywhere in the common areas except in a designated bicycle parking area and shall not leave anything except bicycles in a designated bicycle parking area.
- 37 The Tenant shall not smoke in the Block Common Parts.
- 38 The Tenant shall not allow anyone not known to them to access the Block, save for the usual deliveries and attendance by contractors or others on legitimate business in the Block.
- 39 The Tenant shall provide up to date contact details to the Landlord and/or the Estate Management Company if the Tenant does not occupy any Apartment as its only or main residence.

SCHEDULE 7

The Landlord's Covenants

1 QUIET ENJOYMENT

The Landlord shall allow the Tenant to peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for the Landlord.

2 TERMS OF OTHER LEASES

2.1 Subject to paragraph 2.2, the Landlord shall procure that every lease of residential property in the Block granted by the Landlord contains covenants substantially similar and no less onerous in nature to the Tenant's Covenants and regulations substantially similar and no less onerous in nature to the Regulations.

2.2 Paragraph 2.1 shall not apply to any Ground Rents Leases, Provided That any leases deriving out of such Ground Rents Leases shall contain covenants substantially similar and no less onerous in nature to the Tenant's Covenants and regulations substantially similar and no less onerous in nature to the Regulations.

3 TO OBSERVE REGULATIONS

As to any unsold properties or parts of the Block or the Plot retained by the Landlord or which may come into the possession of the Landlord by the determination or expiration of a lease or tenancy of any part of the Block or the Plot, the Landlord shall at all times during the Term observe and perform (or procure the observance and performance of) covenants substantially similar in nature to the Tenant's Covenants and regulations substantially similar in nature to the Regulations.

4 COVENANTS BY THE ESTATE MANAGEMENT COMPANY

In the event of a failure by the Estate Management Company to observe or perform one or more of its covenants, the Landlord shall observe and perform those of the covenants that the Estate Management Company has failed to perform and shall have the right to recover from the Tenant the Interim Charge, the Block Services Costs Contribution and the Plot Services Costs Contribution, Provided That nothing in this Lease shall require the Tenant to pay for the same Services more than once.

5 LANDLORD'S TITLE

The Landlord covenants with the Tenant by way of indemnity only to observe and perform the covenants and conditions affecting the Landlord's title so far as they are subsisting and capable of being enforced.

6 ESTATE SERVICES TOTAL EXPENDITURE

The Landlord shall pay to the Estate Management Company the Estate Services Total Expenditure at the times and with the frequency agreed between the Landlord and the Estate Management Company from time to time.

7 SUPERIOR LEASES

7.1 The Landlord shall not create any leases which are superior to this Lease, Provided That the Landlord may grant a superior lease:

7.1.1 to the Estate Management Company; and

- 7.1.2 where required to do so by or under any statute, statutory instrument, rule, order or regulation or any order, direction or requirement made or given by any authority or the appropriate Minister or Court.

SCHEDULE 8

The Estate Management Company's Covenants

1 ENFORCEMENT OF COVENANTS AGAINST OTHER OWNERS

At the written request of the Tenant and subject to payment by the Tenant of the reasonable and proper costs of the Estate Management Company on an indemnity basis (and the provision beforehand of such security as the Estate Management Company may reasonably require for those costs), the Estate Management Company shall take all reasonable steps to enforce any covenants of a substantially similar nature to the Tenant's Covenants and any regulations of a substantially similar nature to the Regulations entered into by the Owners of any other Unit in the Block or the Plot.

2 SERVICES TO BE SUPPLIED BY THE ESTATE MANAGEMENT COMPANY

The Estate Management Company shall provide the Block Services set out at Schedule 9, the Plot Services set out at Schedule 10 and the Estate Services set out at Schedule 11. This obligation is conditional on the Tenant paying the Interim Charge and the Rents Provided That the Estate Management Company may in its reasonable opinion if it is in the interests of good estate management and in accordance with its constitution, alter, extend, cancel, dispose with or postpone any of the Block Services, Plot Services or Estate Services it is required under this Lease to provide.

3 INSURANCE

- 3.1 The Estate Management Company shall (as agent for the Landlord and/or the freehold owner of the Estate Common Parts for the time being) insure and keep insured the Block, the Plot and the Estate Common Parts against loss or damage by the Insured Risks in their full reinstatement value including (without limitation) an amount to cover the cost of demolition and removal of debris, professional fees and other incidental expenses in connection with their rebuilding and reinstatement. It shall also insure the Landlord's fixtures and fittings and plant and machinery against such risks as are usually covered by a comprehensive policy.
- 3.2 In the event of the Block the Plot or the Estate Common Parts or any part thereof being damaged or destroyed by the Insured Risks (or any of them), as soon as is reasonably practicable the Estate Management Company shall pay out the insurance monies received in respect of the damage (other than sums relating to loss of Rents) in the repair, rebuilding or reinstatement of the Plot or the Block or the Estate Common Parts or any part thereof which has been so damaged or destroyed, the Estate Management Company making up any shortfall in the insurance monies out of its own resources. This obligation shall not apply to the extent that the insurance effected by the Estate Management Company is vitiated, avoided or forfeited or the payment of the policy monies is refused or withheld by reason of the act or omission of the Tenant and is subject to the Estate Management Company being able to obtain all the necessary licences, consents and permissions from all relevant authorities, which it shall use reasonable endeavours to obtain.
- 3.3 If any competent authority shall lawfully refuse permission for (or otherwise lawfully prevent) any rebuilding or reinstatement of the Block or the Plot or the Estate Common Parts or any part thereof or the rebuilding or reinstatement is otherwise frustrated or prevented, all relevant insurance monies shall (subject and without prejudice to the rights of any other interested parties) be held by the Estate Management Company upon such trusts for the Estate Management Company, the Landlord, the Tenant and the other Owners in such proportions as shall be agreed between such persons, having regard to their respective interests in the Block or the Plot or the Estate Common Parts (as

appropriate) and the insurance monies shall be distributed in accordance with the same proportions. Any dispute as to the terms of those trusts or proportions shall be referred to the arbitration of senior Conveyancing Counsel to be appointed upon the application of either party by the President for the time being of The Law Society or his deputy and such Counsel shall act in accordance with the provisions of the Arbitration Act 1996.

3.4 Evidence of cover

At the request of the Tenant, the Estate Management Company shall give to the Tenant a copy of its insurance policies (or other reasonable evidence from the insurers of the terms of the insurance) for the Block the Plot and the Estate Common Parts effected pursuant to the Estate Management Company's obligations in this Lease.

3.5 Changes to be notified

The Estate Management Company shall notify the Tenant promptly of any changes made to the insurance effected by the Estate Management Company pursuant to this Lease.

3.6 Copy of receipt

At the request of the Tenant, the Estate Management Company will give the Tenant a copy of the receipt for the payment of the last premium or other evidence that the insurance for the Block, the Plot and the Estate Common Parts is up-to-date and that there is no outstanding premium.

4 NOTING OF INTEREST

The Estate Management Company will use reasonable endeavours to procure the noting on the insurance policy of the Tenant's interest and the interest of any mortgagee of the Tenant and the interest of the owner of any rentcharge secured on this Lease and the interest of any person (and their mortgagee) deriving title through the Tenant.

5 MEMBERSHIP OF THE ESTATE MANAGEMENT COMPANY

The Estate Management Company will procure that all Owners who from time to time are entitled to be members of the Estate Management Company are members of the Estate Management Company in accordance with its constitution.

6 RECORDS AND INFORMATION

The Estate Management Company will upon reasonable prior notice make available to the Tenant the accounts, receipts and records kept by the Estate Management Company and/or the Managing Agent in connection with the provision of the Block Services and the Plot Services.

7 SUPPLY OF HEATING AND HOT WATER

7.1 During any period when:

7.1.1 neither the Tenant nor any occupier of an Apartment is party to a customer supply agreement directly with a CCHP Supplier in relation to the supplies from the CCHP System to that Apartment; and

7.1.2 an agreement has been made between either the Tenant or any occupier of that Apartment (1) and the Estate Management Company (2) under which either the Tenant or the relevant occupier has agreed to pay the charges in relation to the supplies from the CCHP System to that Apartment (which agreement shall be offered by the Estate Management Company to the Tenant and/or any occupier in circumstances where there is no CCHP Supplier),

the Estate Management Company shall procure the provision of hot water and heating from the CCHP System to that Apartment, Provided That the Estate Management Company shall not be liable or responsible for any loss, injury, damage, nuisance, annoyance or inconvenience caused by any interruption in, or disruption to, the supply of hot water and heating from the CCHP System for any reason that is outside the control of the Estate Management Company.

- 7.2 The Estate Management Company shall use reasonable endeavours to procure that the CCHP Supplier (if any) offers the Tenant and/or any occupier of each Apartment from time to time a customer supply agreement in relation to the supplies from the CCHP System to that Apartment.

SCHEDULE 9

The Block Services

(To be provided by the Estate Management Company)

The services provided for the benefit of the Block shall include those set out in this Schedule. The Estate Management Company may (but only in accordance with its constitution) add to the heads of expenditure any reasonable allowance or provision for future anticipated expenditure on or the replacement of any installation, equipment, plant, system or apparatus. As from the date the Estate Management Company exercises this right such additional items of depreciation, allowance, provision, expenditure or value shall be included in the calculation of the Block Services Total Expenditure.

- 1** Renewing, repairing, maintaining, decorating or otherwise treating, rebuilding, replacing and keeping free from and remedying all defects whatsoever and cleaning:
 - 1.1** the main structure and exterior (including the roofs, foundations, doors, lifts and lift machinery, windows, window frames and window furniture and Balconies) of the Block;
 - 1.2** all Block Common Parts and other conveniences which may belong to or be used for the Block along or in common with other premises in the Block including any amounts which the Estate Management Company may be called upon to pay as a contribution towards such costs; and
 - 1.3** the Common Media within or exclusively serving the Block Common Parts.
- 2** Cleaning the interior and exterior of all windows in the Block Common Parts.
- 3** Providing, operating, periodically inspecting, maintaining in proper working order, overhauling, repairing, renewing and replacing in whole or in part any heating and/or ventilating and/or air conditioning and hot and cold water systems boilers pumps, rainwater attenuation emergency lighting generators and other plant drainage and systems and all communal equipment serving the Block Common Parts.
- 4** The provision of heating, lighting, ventilation and/or air conditioning and hot water to the Block Common Parts and the provision of all fuel of any kind required for generating and other plant serving the Block Common Parts.
- 5** Carpeting, re-carpeting, restoring, cleaning, decorating, lighting and furnishing as appropriate all appropriate parts of the Block Common Parts.
- 6** Complying with every notice, regulation, requirement or order of any competent local or other authority or statute in respect of the Block or any part thereof.
- 7** Taking all steps deemed desirable or expedient by the Estate Management Company for complying with making representations against or otherwise contesting the incidents of the provisions of any legislation or orders or statutory requirements under them concerning town planning, public health, highways, streets, drainage or other matters relating or alleged to relate to the Block.
- 8** The payment of all charges, assessments and other outgoings (if any) properly payable by the Estate Management Company in respect of all parts of the Block.
- 9** Maintaining and when necessary replacing, renewing or amending entry systems for the Block.
- 10** Cleaning maintaining repairing operating and replacing fire prevention detection and fighting machinery and equipment and fire alarms in the Block Common Parts.

- 11 Cleaning maintaining repairing and replacing the lifts and lift machinery telephone and equipment in the Block Common Parts.
- 12 Maintaining and when necessary replacing, renewing or amending security systems for the Block (including but not by way of limitation the installation of security barrier patrols the provision of alarms, CCTV and apparatus and fittings designed to prevent or limit vandalism).
- 13 Providing a service for the monitoring of the CCTV; response to emergencies and dealing with noise nuisance during such hours as the Estate Management Company (acting reasonably) deems appropriate.
- 14 The upkeep of and tending and stocking of floral and/or plant displays or areas within the Block Common Parts (if any).
- 15 Maintaining and where necessary replacing the communal television and satellite system.
- 16 Maintaining testing and where necessary repairing the door entry system and all associated telephone costs.
- 17 Paying rent rates telephone charges gas electricity and other incidental expenses of:
 - 17.1 any facility provided in the Block or elsewhere for the occupation or use by the persons employed in connection with the provision of the services to the Block; and
 - 17.2 any facility provided for vehicles parts equipment and other things employed in connection with the provision of the services to the Block.
- 18 Providing maintaining and administering the site-specific website.
- 19 Providing and maintaining (where appropriate) and where necessary replacing furniture for use in the Block Common Parts.
- 20 Providing, maintaining and where necessary replacing such flags, decorative lights and other decorations or other similar amenities (if any) as the Estate Management Company may provide in the Block Common Parts.
- 21 Providing, leasing, hiring or renting any item reasonably required for the purpose of carrying out any of the matters referred to in this Schedule 9.
- 22 The payment of all reasonable and proper fees, charges, expenses and commissions of the Managing Agents and any other person, firm or company engaged in connection with the management and supervision of the Block (including but not by way of limitation legal and other costs incurred in the collection of Interim Charge and Block Services Costs Contribution).
- 23 Carrying out any other works or providing services or facilities of any kind whatsoever which the Estate Management Company or the Managing Agents may from time to time properly consider desirable for the purpose of maintaining or improving the services or facilities in or for the Block.
- 24 Retaining such proper and reasonable sum or sums (if any) as the Managing Agents shall from time to time certify as desirable to be retained by the Estate Management Company by way of a reserve fund against the cost of the repair, maintenance and decoration of any part of the Block, the depreciation of plant and fixed equipment in and exclusively serving the Block and for the replacement or renewal of the lifts and any heating, hot water, air conditioning and ventilating plant apparatus and fittings in the Block.
- 25 Employing such staff for the Block either directly or indirectly as is reasonably necessary for the performance of duties in connection with the maintenance and/or security of the

Block and the provision of services to the Block and to the tenants occupiers and users of it and all other incidental expenditure in relation to such employment including:

- 25.1 contributions to an occupational pension scheme;
 - 25.2 the payment of such insurance health pension welfare and other contributions and premiums;
 - 25.3 industrial training levies;
 - 25.4 redundancy and similar or ancillary payments that the Estate Management Company may be required by statute or otherwise to pay or may in its reasonable discretion consider desirable and necessary in respect of staff; and
 - 25.5 uniforms working clothes tools machinery two-way radios appliances office equipment cleaning and other material bins receptacles and other equipment for the proper performance of their duties.
- 26** Taking out and maintaining in force an effective insurance policy against any and every liability of the Estate Management Company for injury to or death of any person (including every employee, agent, servant and workman of the Estate Management Company) and damage to or destruction of the property of any such person arising out of the management and/or maintenance and/or occupation of the Block or any part of it including, but not by way of limitation, the operation and/or maintenance of the lifts or any part of them. Those liabilities may include:
- 26.1 employer's liability; and
 - 26.2 liability for injury, death, damage or destruction as referred to above due to:
 - 26.2.1 the act, neglect, default or misconduct of the employees, agents or workmen of the Estate Management Company employed in connection with the provision of the Block Services;
 - 26.2.2 a total or partial failure or breakdown of the Plant or the Common Media in the Block; and
 - 26.2.3 such other liabilities in respect of which the Estate Management Company in its reasonable discretion considers insurance to be necessary.
- 27** Assessing potential claims in relation to and the enforcement of rights benefiting the Estate Management Company against any members of a professional team or any contractor or sub-contractor engaged in relation to any works carried out to the Block, to the extent that such costs are not recovered from the persons granting such third party rights or collateral warranties.
- 28** Reimbursing the Estate Management Company for insuring the Block in accordance with the Estate Management Company's covenants in paragraph 3 of Schedule 8 including any valuation for insurance purposes carried out from time to time but not more than once in every calendar year.

SCHEDULE 10

The Plot Services

(To be provided by the Estate Management Company)

The services provided for the benefit of the Plot shall include those set out in this Schedule. The Estate Management Company may (but only in accordance with its constitution) add to the heads of expenditure any reasonable allowance or provision for future anticipated expenditure on or the replacement of any installation, equipment, plant, system or apparatus. As from the date the Estate Management Company exercises this right such additional items of depreciation, allowance, provision, expenditure or value shall be included in the calculation of the Plot Services Total Expenditure.

- 1** Renewing, repairing, maintaining, decorating or otherwise treating, rebuilding, replacing and keeping free from and remedying all defects whatsoever and cleaning:
 - 1.1** the main structure and exterior (including the roofs, foundations, doors, lifts and lift machinery, windows, window frames and window furniture) of all buildings and works on the Plot not included in the Block Services or included in the Block Services for any Other Block;
 - 1.2** Common Media within or exclusively serving the Plot Common Parts; and
 - 1.3** all Plot Common Parts and other conveniences which may belong to or be used for the Plot along or in common with other premises in the Plot including any amounts which the Estate Management Company may be called upon to pay as a contribution towards such costs.
- 2** Providing, operating, periodically inspecting, maintaining in proper working order, overhauling, repairing, renewing and replacing in whole or in part any heating and/or ventilating and/or air conditioning and hot and cold water systems boilers pumps, rainwater attenuation emergency lighting generators and other plant drainage and systems and all communal equipment in so far as they serve the Plot Common Parts.
- 3** The provision of heating, lighting, ventilation and/or air conditioning and hot water to the Plot Common Parts and the provision of all fuel of any kind required for generating and other plant serving the Plot Common Parts.
- 4** The provision of all fuel of any kind required for supplying the Plot Common Parts.
- 5** Flooring, restoring, cleaning, decorating, lighting and furnishing as appropriate all appropriate parts of the Plot not otherwise specifically referred to in this Schedule (but excluding the Block and the Other Blocks) and keeping them in good repair and condition.
- 6** Paying any costs for safety and/or environmental audits required by law.
- 7** Reimbursing the Estate Management Company for insuring the Plot in accordance with the Estate Management Company's covenants in paragraph 3 of Schedule 8 including any valuation for insurance purposes carried out from time to time but not more than once in every calendar year.
- 8** Taking out and maintaining in force an effective insurance policy against any and every liability of the Landlord and/or the Estate Management Company for injury to or death of any person (including every employee, agent, servant and workman of the Estate Management Company) and damage to or destruction of the property of any such person arising out of the management and/or maintenance and/or occupation of the Plot or any part of it. Those liabilities may include:

- 8.1 employer's liability; and
- 8.2 liability for injury, death, damage or destruction as referred to above due to:
 - 8.2.1 the act, neglect, default or misconduct of the employees, agents or workmen of the Estate Management Company employed in connection with the provision of the Plot Services;
 - 8.2.2 a total or partial failure or breakdown of the Plant or the Common Media on the Plot; and
 - 8.2.3 such other liabilities in respect of which the Estate Management Company in its reasonable discretion considers insurance to be necessary.
- 9 Complying with every notice, regulation, requirement or order of any competent local or other authority or statute in respect of the Plot or any part thereof (but not in respect of the Block or any Other Block).
- 10 Taking all steps deemed desirable or expedient by the Estate Management Company for complying with making representations against or otherwise contesting the incidents of the provisions of any legislation or orders or statutory requirements under them concerning town planning, public health, highways, streets, drainage or other matters relating or alleged to relate to the Plot (but not in respect of the Block or any Other Block).
- 11 The payment of all charges, assessments and other outgoings (if any) payable by the Estate Management Company in respect of all parts of the Plot (other than the Block or any Other Block).
- 12 Maintaining and when necessary replacing, renewing or amending security systems for the Plot (including but not by way of limitation the installation of security barrier patrols the provision of alarms, CCTV and apparatus and fittings designed to prevent or limit vandalism).
- 13 Providing a service for the monitoring response to emergencies and dealing with noise nuisance during such hours as the Estate Management Company (acting reasonably) deems appropriate.
- 14 The upkeep of and tending and stocking of:
 - 14.1 any hard or soft landscaping in the Plot Common Parts;
 - 14.2 floral and/or plant displays or areas within the Plot Common Parts; and
 - 14.3 the hedge, fence or any other boundary feature on the boundary of each Unit on the ground floor of the Plot with the rest of the Estate.
- 15 Providing and maintaining (where appropriate) and where necessary replacing furniture for use by persons employed by the Estate Management Company or the Managing Agents in or about the provision of the Services.
- 16 Providing, maintaining and where necessary replacing such flags, decorative lights and other decorations or other similar amenities (if any) as the Estate Management Company may provide in the Plot Common Parts.
- 17 Providing, hiring and replacing refuse containers in the Refuse Area for the communal use of the tenants or occupiers of the Plot and arranging for the collection of refuse (including, without limitation, the provision of staff, vehicles and equipment for moving the refuse containers in preparation for refuse collection or otherwise) and paying any Local Authority charges levied and cleaning the Refuse Area.

- 18 Providing, maintaining and renewing all directional and other notices, posters, boards or signs on the Plot.
- 19 Providing such fire fighting equipment appliances and any other signs or notices required by the local Fire Officer in respect of the Plot and the cost of repair maintenance and renewal of them.
- 20 Leasing, hiring or renting any item required for the purpose of carrying out any of the matters referred to in this Schedule.
- 21 The payment of all proper fees, charges, expenses and commissions of the Managing Agents and any other person, firm or company engaged in connection with the management and supervision of the Plot (including but not by way of limitation legal and other costs incurred in the collection of Rents Interim Charge and Services Total Expenditures).
- 22 Employing such staff for the Plot either directly or indirectly as is reasonably necessary for the performance of duties in connection with the maintenance and/or security of the Plot and the provision of services to the Plot and to the tenants occupiers and users of it and all other incidental expenditure in relation to such employment including:
 - 22.1 contributions to an occupational pension scheme;
 - 22.2 the payment of such insurance, health, pension, welfare and other contributions and premiums;
 - 22.3 industrial training levies;
 - 22.4 redundancy and similar or ancillary payments that the Estate Management Company may be required by statute or otherwise to pay or may in its absolute discretion consider desirable and necessary in respect of staff; and
 - 22.5 uniforms working clothes, tools, machinery, two-way radios, appliances, office equipment, cleaning and other material, bins, receptacles and other equipment for the proper performance of their duties.
- 23 Paying rent, rates, telephone charges, gas, electricity and other incidental expenses of any accommodation provided for vehicles, parts, equipment and other things employed in connection with the provision of the services to the Plot.
 - 23.1 Carrying out any other works or providing services or facilities of any kind whatsoever which the Estate Management Company or the Managing Agents may from time to time properly consider desirable for the purpose of maintaining or improving the services or facilities in or for the Plot.
- 24 Retaining such proper and reasonable sum or sums (if any) as the Managing Agents shall from time to time certify as desirable to be retained by the Estate Management Company (by way of a reserve fund against the cost of the repair, maintenance and decoration of any part of the Plot (other than the Block or any Other Block), the depreciation of Plant and fixed equipment (other than that in the Block or any Other Block).
- 25 Assessing potential claims in relation to and the enforcement of rights benefiting the Estate Management Company against any members of a professional team or any contractor or sub-contractor engaged in relation to any works carried out to the Plot, to the extent that such costs are not recovered from the persons granting such third party rights or collateral warranties.

- 26 To maintain the Car Park (but to keep a separate accounting record and to recover costs in respect of Car Park maintenance from the lessees of parking spaces demised for their exclusive use in the Car Park).
- 27 Paying rent rates telephone charges gas electricity and other incidental expenses of:
 - 27.1 any facility reasonably provided in the Plot or elsewhere for the occupation or use by the persons employed in connection with the provision of the services to the Plot; and
 - 27.2 any facility reasonably provided for vehicles parts equipment and other things employed in connection with the provision of the services to the Plot.
- 28 Taking such reasonable and proper action as is reasonably required to enforce the obligations of the CCHP Supplier under the terms of the agreement between the Estate Management Company (1) and the CCHP Supplier (2) (if any) in relation to the supply of heating and hot water to the Plot.

SCHEDULE 11

Estate Services

(To be provided by the Estate Management Company)

The services provided for the benefit of the Estate Common Parts shall include those set out in this Schedule, but shall exclude any part of the Estate Common Parts from time to time which has been adopted by a competent authority. The Estate Management Company may (but only in accordance with its constitution) add to the heads of expenditure any reasonable allowance or provision for future anticipated expenditure on or the replacement of any installation, equipment, plant, system or apparatus serving the Estate Common Parts (but not properly attributable to specific Plots).

- 1** The upkeep of and tending and stocking of any hard or soft landscaping and parks in the Estate Common Parts including mechanical and electrical services serving such hard or soft landscaping.
- 2** Maintenance and cleaning of the Estate (but excluding the Plot and the Other Plots) including but not limited to Estate Roads, gardens, pavements, cycle ways, car parking areas and other facilities from time to time.
- 3** The provision of all lighting to the Estate Common Parts.
- 4** Providing, hiring and replacing refuse containers in the Estate Common Parts, arranging for the collection of refuse and where necessary moving the refuse containers in preparation for refuse collection.

SCHEDULE 12

The Interim Service Charge

- 1** The Interim Charge is such sum to be paid to the Estate Management Company on account of the Block Services Costs Contribution and the Plot Services Costs Contribution in respect of each Accounting Period as the Estate Management Company or the Managing Agents shall reasonably and properly estimate to be a fair interim payment Provided That if it is necessary or appropriate to adjust the Interim Charge during any Accounting Period, the Estate Management Company may either increase or decrease the Interim Charge (as the case may be) by the relevant adjustment.
- 2** The first payment of the Interim Charge (on account of the Block Services Costs Contribution and the Plot Services Costs Contribution for the Accounting Period during which this Lease is executed) is due on the date of commencement of the Term. Afterwards the Interim Charge is to be paid by equal payments in advance on the first Working Day of each month (or on such other days as the Estate Management Company or the Managing Agents may agree in writing with the Tenant). In the case of default the Interim Charge shall be recoverable from the Tenant as rent in arrear.

SCHEDULE 13

Overriding Provisions

1 EXCLUSIONS

- 1.1 The Tenant shall not under this Lease be deemed to have the benefit of any easement, right, privilege or covenant other than those granted in this Lease.
- 1.2 Any right granted or reserved by this Lease in respect of anything which does not exist today shall be effective only if it comes into existence before the expiry of the Perpetuity Period.
- 1.3 Subject to paragraph 1 of Schedule 8, nothing contained in this Lease shall by implication of law or otherwise:
 - 1.3.1 entitle the Tenant to enforce or to have enforced or to prevent the release or modification of any covenant, agreement or condition entered into by anyone in respect of any property; or
 - 1.3.2 operate to confer upon the Tenant any easement, right or privilege (other than as expressly hereby granted) over or to prejudice, prevent or restrict (or entitle the Tenant to any compensation in respect of) the use, repair, rebuilding, alteration, demolition or development of any land or property not comprised in this Lease whether it is subject to or free from obligation, agreements, declarations and stipulations similar to those in this Lease.

2 JURISDICTION

- 2.1 This Lease is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts. The Tenant irrevocably and unconditionally submits to the jurisdiction of the English Courts and agrees and declares that its address for service of all proceedings and notices in England or Wales is as specified above and agrees that this shall remain the address for service of proceedings and notices unless and until the Landlord has received written notice from the Tenant nominating an alternative address for service which shall be in England or Wales.

3 NOTICES

- 3.1 Except where notice is given in an emergency any notice required to be given under this Lease shall be in writing and shall be delivered personally or sent by recorded delivery to the other party at its address set out above or as otherwise specified by the relevant party in notice in writing to the other party.
- 3.2 A correctly addressed notice sent by recorded delivery shall be deemed to have been duly received 48 hours after posting.
- 3.3 A notice required to be given under this Lease shall not be validly given if sent by fax or email.
- 3.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.

SCHEDULE 14

Other Provisions

1 REGULATIONS

The Estate Management Company reserves the right acting in accordance with the principles of good estate management and its constitution to amend or waive any of the Regulations provided it exercises its discretion reasonably and properly.

2 ESTATE AND PLOT COMMON PARTS

2.1 Acting in accordance with the principles of good estate management and its constitution the Estate Management Company and/or the Landlord may acting reasonably and upon reasonable notice to the Tenant:

2.1.1 change the location, area or arrangement of any part of the Plot Common Parts or the Plant or Service Media serving the Plot Common Parts; and

2.1.2 temporarily close any of the Plot Common Parts for the purposes of performing the Services or complying with its obligations under this Lease,

Provided That there remain available for the benefit of the Premises rights reasonably equivalent to the Tenant's Rights.

2.2 Acting in accordance with the principles of good estate management and its constitution the Estate Management Company and/or the Landlord may acting reasonably and upon reasonable notice to the Tenant:

2.2.1 change the location, area or arrangement of any part of the Estate or the Estate Common Parts or the Service Media or Plant serving the Estate Common Parts; and

2.2.2 temporarily close any of the Estate Common Parts,

Provided That there remain available for the benefit of the Premises rights reasonably equivalent to the Tenant's Rights.

2.3 Acting in accordance with its constitution the Estate Management Company and/or the Landlord may from time to time vary the extent and boundaries of the Estate acting reasonably and Provided That there remain available for the benefit of the Premises rights reasonably equivalent to the Tenant's Rights.

3 LANDLORD AND ESTATE MANAGEMENT COMPANY'S LIABILITY

Except so far as the same may be insured by any policy maintained under paragraph 3 of Schedule 8 (the Estate Management Company's Covenants) or paragraph 4 of Schedule 7 (the Landlord's Covenants) neither the Landlord nor the Estate Management Company shall be liable to the Tenant under this Lease (nor shall the Tenant have any claim against the Landlord or the Estate Management Company) in respect of any damage suffered by the Tenant or any subtenant or their respective family members, employees, agents, licensees or invitees through any defect in any fixture, Service Media, Plant, meter, lift, staircase or other thing in or upon the Estate or any part of it (including the Premises).

4 EMPLOYEES

No-one employed by the Landlord or the Estate Management Company or the Managing Agents in accordance with these provisions shall be under any obligation to furnish

attendance or make available their services to the Tenant. In the event of any such employee rendering any services to the Tenant, that person shall be deemed to be the employee of the Tenant for all purposes and the Landlord and/or the Estate Management Company shall not be responsible for the manner in which those services are performed or for any consequent damage to the Tenant or other persons Provided That this paragraph shall in no way limit or otherwise affect the Landlord and the Estate Management Company's obligations to provide the Services.

5 SUSPENSION OF SERVICE CHARGE

If and whenever during the Term:

- 5.1 the Premises, the Block or any part of it (or access to it) is destroyed or damaged by an Insured Risk so that the Premises or any part of them is unfit for occupation and use (or inaccessible); and
- 5.2 the insurance of the Premises has not been vitiated, avoided or forfeited or the payment of the policy monies refused or withheld by reason of the act or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority,

then the Interim Charge, the Block Services Costs Contribution and the Plot Services Costs Contribution or a fair proportion of them in each case according to the nature and extent of the damage sustained (the amount of such proportion to be determined by the Landlord, the Estate Management Company or the Managing Agents) shall be suspended and cease to be payable until the date on which the Premises, the damaged part of them or the access to them (as the case may be) has been reinstated so as to be made fit for occupation and use (or accessible, as the case may be).

6 SINKING FUND

Any sums retained by the Landlord or the Estate Management Company (as the case may be) by way of reserve or sinking funds in respect of the obligations to carry out the Block Services and the Plot Services shall be credited to accounts separate from the Estate Management Company's or the Landlord's own money and shall be held by the Landlord or the Estate Management Company (as relevant) upon trust for the persons who from time to time shall be the Owners to apply those sums and any interest accruing to them for the purposes set out in this Lease. Any unexpended sums shall be paid to the then Owners in shares equal to the percentage which the Block Services Costs Contribution and the Plot Services Costs Contribution (as the case may be) payable by each of the Owners respectively bears to the total of all the Services Total Expenditures payable by the Owners respectively in respect of the Block Services and the Plot Services and the balance (if any) shall be for the Landlord or the Estate Management Company.

7 VARIATION OF CONTRIBUTION

If any time during the Term the number of Units which may benefit from the Services is increased or decreased or there is any other material change to the design and layout of the Block Plot or the Estate, the Estate Management Company may (but only in accordance with its constitution) alter any of the applicable Contributions referred to in paragraph 9 of the Particulars to such amount as is fair and reasonable in the circumstances.

8 SERVICE CHARGE

- 8.1 The actual cost of the Services Total Expenditures will be ascertained and certified by the Estate Management Company or the Managing Agents acting reasonably and properly (whose certificate shall be final and binding on the parties save for manifest error) for each Accounting Period. Within 14 days after the service of the certificate on the Tenant, the Tenant must pay the amount by which the Interim Charge already received from the

Tenant by the Landlord or the Estate Management Company falls short of the aggregate of the Block Services Costs Contribution and the Plot Services Costs Contribution shown to be due in the certificate for the Accounting Period and any overpayment by the Tenant will be credited against payments due from it in the next Accounting Period.

8.2 If the Estate Management Company supplies any service (whether or not forming part of the Services) to the Tenant or any Owner at the request of the Tenant or the Owner and if such service is not made generally available for Owners whether of the other Units in the Block or Plot (as applicable) then the Tenant or such Owner (as appropriate) shall bear the whole or (if more than one Owner benefits) a fair proportion of the cost of providing such service according to the degree of benefit received, and for the avoidance of doubt, such costs shall not form part of the Block Services Costs Contribution or the Plot Services Costs Contribution.

8.3 Where the Estate Management Company supplies a service to a Block or Blocks and/or Plot or Plots and/or the Estate (and is not identified between each of the Block(s), Plot(s) and Estate as a separate cost) the Estate Management Company shall act fairly and reasonably in apportioning the relevant costs to each of the Block(s), the Plot(s) and the Estate (as applicable) and for the avoidance of doubt, the apportioned costs shall form part of the Block Services Costs Contribution and/or the Plot Services Costs Contribution and/or the Estate Services Total Expenditure (as appropriate).

9 PARTY WALLS

The internal walls and columns that divide each Apartment from the adjoining properties in the Block and the neighbouring buildings shall be deemed to be party walls within the meaning of Party Walls etc Act 1996 and shall be maintained accordingly.

10 CONSTRUCTION

Section 61 of the 1925 Act shall apply in the construction of this Lease.

11 RIGHTS OF ENTRY

11.1 Whenever the Tenant exercises a right of entry on to another part of the Block, Plot or Estate under the terms of this Lease, the Tenant shall cause as little inconvenience to other occupiers of the Plot and as little damage as reasonably practicable and make good all damage the Tenant causes as soon as reasonably practicable and comply with the reasonable requirements of the Landlord or the Estate Management Company.

11.2 Whenever the Landlord, the Estate Management Company, the Managing Agents or any Owner exercises a right of entry into the Premises under the terms of this Lease, it shall cause as little inconvenience to the Tenant as reasonably practicable and make good all damage it causes as soon as reasonably practicable and comply with the reasonable requirements of the Tenant.

12 NEW LEASE

This Lease is a new tenancy for the purposes of section 1 of the 1995 Act.

13 ESTATE SERVICES

The Tenant shall be entitled to receive the Estate Services but is under no obligation under this Lease to make any payment or other contribution to the cost of providing those Estate Services.

14 ENVIRONMENTAL MATTERS

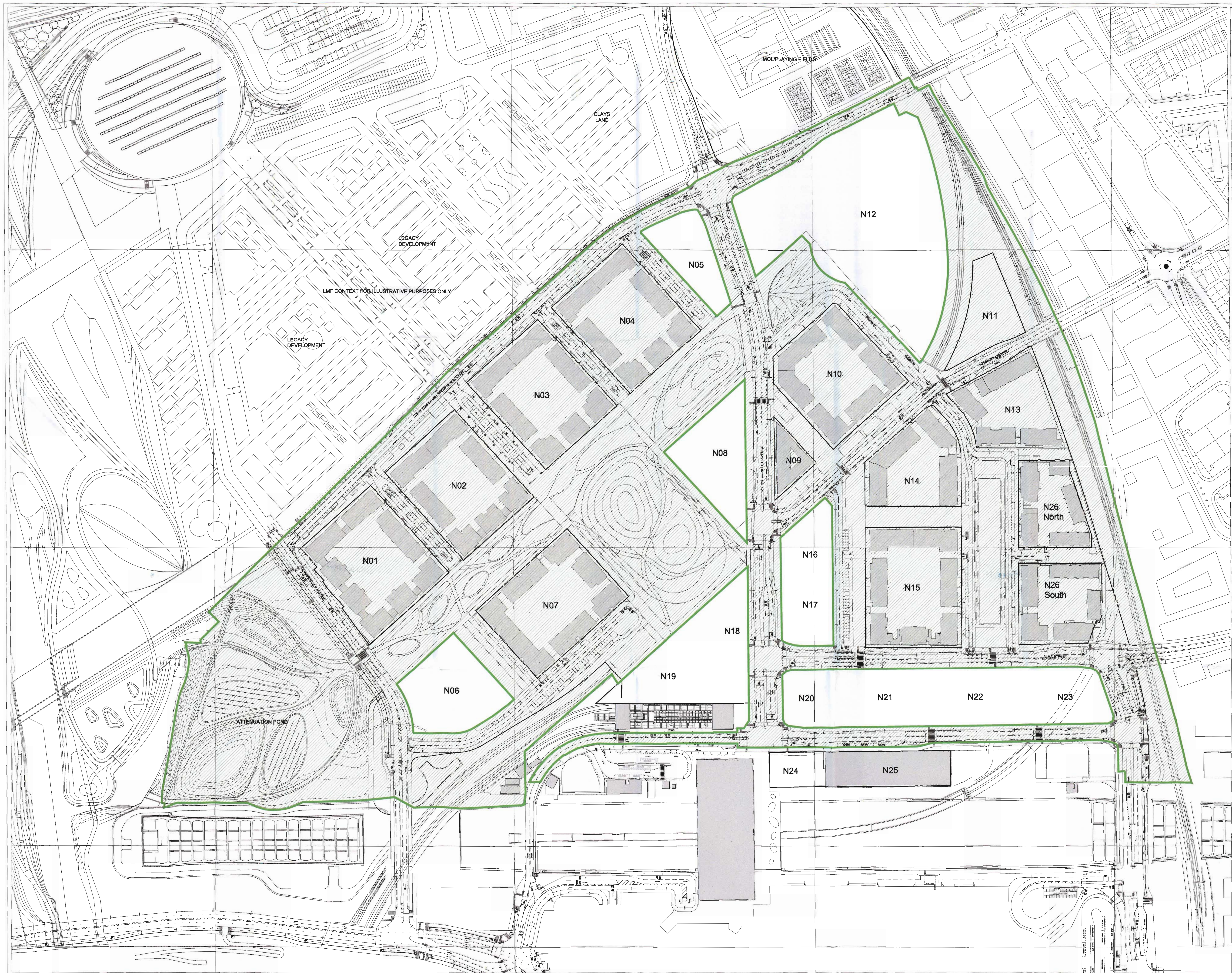
Notwithstanding any other provision of this Lease (including for the avoidance of doubt paragraphs 17, 18 and 21 of Schedule 5 (the Tenant's Covenants)), the Tenant shall not be liable to the Landlord or the Estate Management Company or otherwise for any Environmental Matters existing at the date of the commencement of the Term. The Landlord, the Estate Management Company and the Tenant agree as between themselves that the Tenant is not intended by virtue of entering into or exercising its rights under this Lease to incur any liability to the Landlord, the Estate Management Company or otherwise in respect of such matters and any such liability is excluded to the fullest extent permitted by law.

PR092870001

Lease number 60

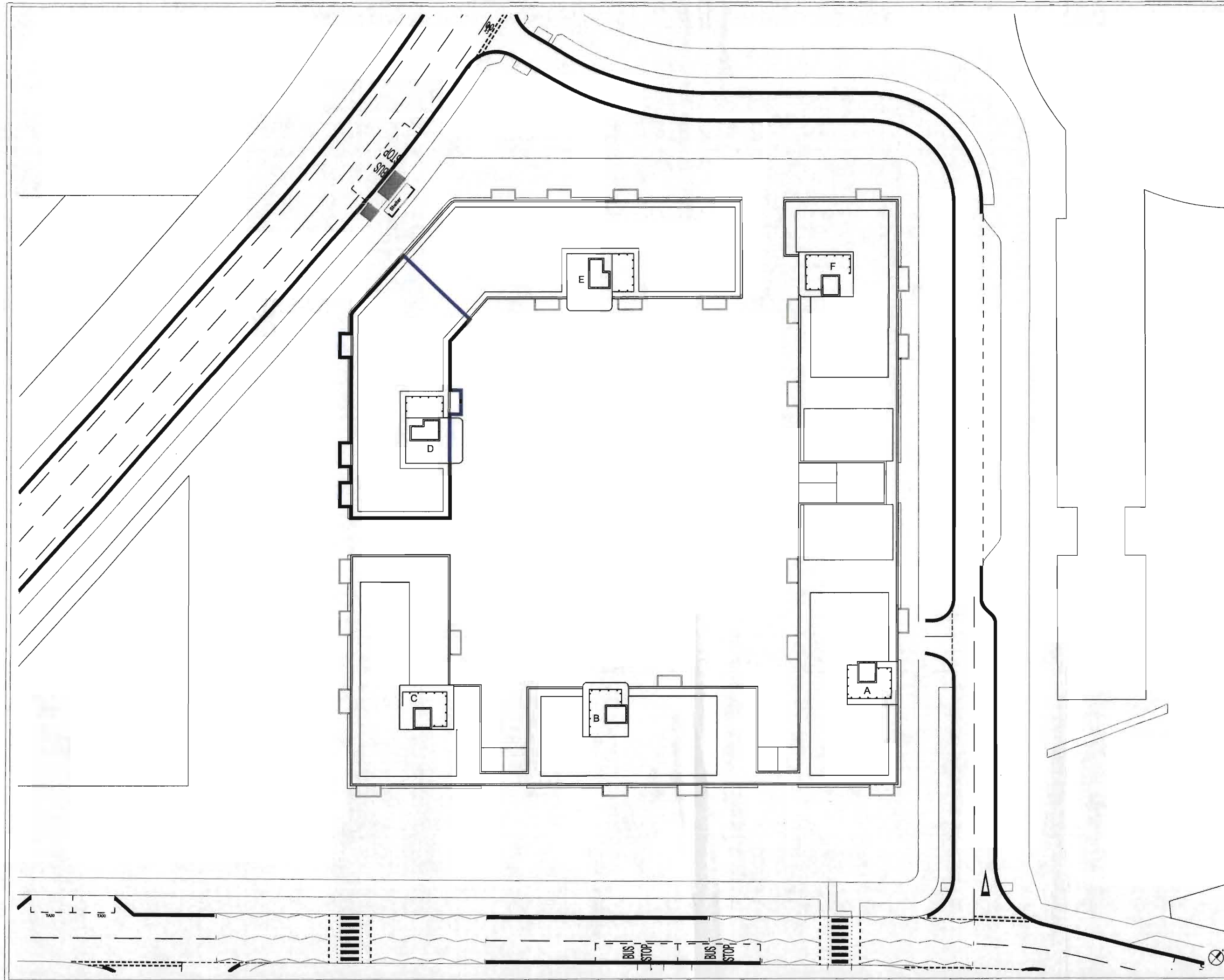
Plan 1

The Estate



Plan 2

The Block



Lead Lease Lend Lease Project: N10 Athlete's Village, 18-20 April Street Block D, Unit 101 ED 710 000	
CONSTRUCTION MANAGER Bovis Lend Lease Project: N10 Athlete's Village, 18-20 April Street Block D, Unit 101 ED 710 000	
ARCHITECT Eric Parry Architects 20 Perry Road, Suite 101 15 Gifford Street London EC2A 4NF	
INCIDENT & INJURY FREE: THE LEND LEASE WAY	
Eric Parry Architects	
LEASE PLANS Block D	
GROUND FLOOR	
PROJECT N10 Athlete's Village	SCALE 1:500
DRAWING NO. EPA-B0810-10-05-RF-104	REVISION A3 P3

Plan 3a

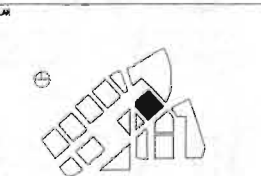
The second floor of the Block



Lead Lease
Eric Parry Architects
10000 N. 10th Ave., Suite 100
Denver, CO 80231
Tel: 303.733.1111
Fax: 303.733.1112
www.ericparry.com

Lead Lease
ATHLETESVILLAGE

INCIDENT & INJURY FREE: THE LEAD LEASE WAY



Eric Parry Architects
AFFORDABLE APARTMENT
LEASE PLANS
SECOND FLOOR Block D

PROJECT	SCALE	SHEET
N10 Athlete's Village	1:500	A3
EPA-B0810-10-05-L02-021		P4

Plan 3b

The third floor of the Block



Plan 3c

The fourth floor of the Block

Plan 3d

The fifth floor of the Block

Plan 3e

The sixth floor of the Block



Land Lease

Boyle

Eric Parry Architects

PROJECT: N10 Athlete's Village
 LOCATION: 1000 The Way, Athlete's Village, Sydney NSW 1585
 DATE: 10/05/2010
 DRAWING: EPA-B0810-10-05-L06-061

CONSTRUCTION MANAGER: Boyle Construction
 DATE: 10/05/2010
 DRAWING: EPA-B0810-10-05-L06-061

ARCHITECT: Eric Parry Architects
 DATE: 10/05/2010
 DRAWING: EPA-B0810-10-05-L06-061

Land Lease

ATHLETESVILLAGE

INCIDENT & INJURY FREE: THE LEND LEASE WAY

AUTHOR: Eric Parry Architects

TITLE: AFFORDABLE APARTMENT LEASE PLANS SIXTH FLOOR Block D

PROJECT	SCALE	SIZE
N10 Athlete's Village	1:500	A3
DRAWING: EPA-B0810-10-05-L06-061		P4

Plan 3f

The seventh floor of the Block

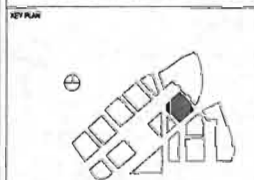


Land Lease	Client N10 Athlete's Village 10000 10th Ave San Diego, CA 92121
Eric Parry Architects	Contractor N10 Athlete's Village 10000 10th Ave San Diego, CA 92121
	Architect Eric Parry Architects 2000 10th Ave San Diego, CA 92121

Land Lease

ATHLETESVILLAGE

INCIDENT & INJURY FREE: THE LEND LEASE WAY



Author
Eric Parry Architects

Project
AFFORDABLE APARTMENT
LEASE PLANS
SEVENTH FLOOR Block D

Project	Scale	Unit
N10 Athlete's Village	1:500	A3
Drawn by	Revised	
EPA-B0810-10-05-L07-071		P5

Plan 3g

The eighth floor of the Block

Plan 3h

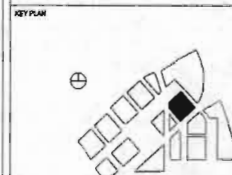
The ninth floor of the Block



 <p>Land Lease</p>	<p>CLIENT</p> <p>Lord Leases Regent Arcade House, 19-21 Regent Street London, W1B 5TH 020 7461 6500</p>
 <p>Davis Saint John</p>	<p>CONSTRUCTION MANAGER</p> <p>Avon Land Leases Morgan House, 17-18 The West, Stratford London, E15 3UN 0203-8522 8654</p>
<p>Eric Parry Architects</p>	<p>ARCHITECT</p> <p>Eric Parry Architects 38 All Sharners House, London EC1A 3BS 020 7624 8000</p>

Lend Lease
ATHLETESVILLAGE

INCIDENT & INJURY FREE: THE LEND LEASE WAY



Eric Parry Architects

**AFFORDABLE APARTMENT
LEASE PLANS
NINTH FLOOR** Block D

PROJECT	SCALE	SHEET
N10 Athlete's Village	1:500	A3
DRAWING No	REVISION	
EPA-B0810-10-05-L09-094	P	



Plan 4

The Estate Roads



CLIENT
Lend Lease
Upper Lambeth, 16-20 Argyl Street,
London W11 1TS

CONSTRUCTION MANAGER
Davis Land Lease
Upper Lambeth, 11-13 The Mall, Bristol,
London, BS1 5YF
0117 914 9141

ARCHITECT
Fletcher Priest Architects LLP
Riverside House, 36-42 Cleveland Street,
London W1T 4LE
020 7594 2290

NOTES

this drawing to be read in conjunction with the design risk assessment prepared by Fletcher Priest Architects LLP. If this drawing is to be read in conjunction with other drawings and specification produced by fpa and other members of the design team, all dimensions are in metres unless otherwise stated. = do not scale this drawing. = any discrepancies in dimensions are to be reported to the architect. = all information subject to detail site survey.

The material contained on this drawing has been based upon Ordnance Survey Map with the permission of the Controller of Her Majesty's Stationery Office, Crown Copyright reserved. Ove Arup & Partners, 13 Filzoy Street, London, W1T 4BQ. Licence Number AL100021949

Based on drawings:

Drawing number	Rev
Estate Road Plan Study DWG (FPA): 800.6_2009.05.01_003_Estate Road Plan (DRAFT_090526)	00
Plot Boundary Control Plan (FPA): FPA-XXXX-SW-20-GRD-CP-003 (WORK IN PROGRESS_090603)	T
ZMP Illustrative Masterplan: FPA-XXXX-SW-20-RF-ZMP-101 (WORK IN PROGRESS_090603)	K
Estate Plan (FPA): 800.6_DP_001_Estate Plan	00
Amended Step 4 Transfer Plan: "stage_1_export_21_10_2008" EGL343654-EGL500546 Transfer 2 (LCR) (Highspeed) received 23.10.2008	
Land Transfer from LDA to ODA (Arup): ARP-B0824-SK-92-GRD-053_1250 (Arup received 07.04.2009)	00
Stratford Step 4 Stage 1 Rights of Access: 014-EXP-1D000-00004-AA (LCR) (Highspeed) received 22.05.2009	

Note:
Original drawings always take precedence

OS background for reference only.
Subject to site survey

Key:

- Estate Road Boundary
- Masterplan Plot Boundary
FPA-XXXX-SW-20-GRD-CP-003_T
(WORK IN PROGRESS_090603)
- Stage 1 Estate Boundary
800.6_DP_001_Estate Plan_00

REV	DESCRIPTION	PH	XX	DATE
02	Updated to include plot N15 car park access	PH	XX	05.08.09
01	Updated to include Tertiary Streets	PH	XX	04.08.09
00	Drawing Created	PH	XX	03.08.09

REV DESCRIPTION BY CHK DATE

ATHLETESVILLAGE

INCIDENT & INJURY FREE: THE LEND LEASE WAY

KEY PLAN

AUTHOR
FPA

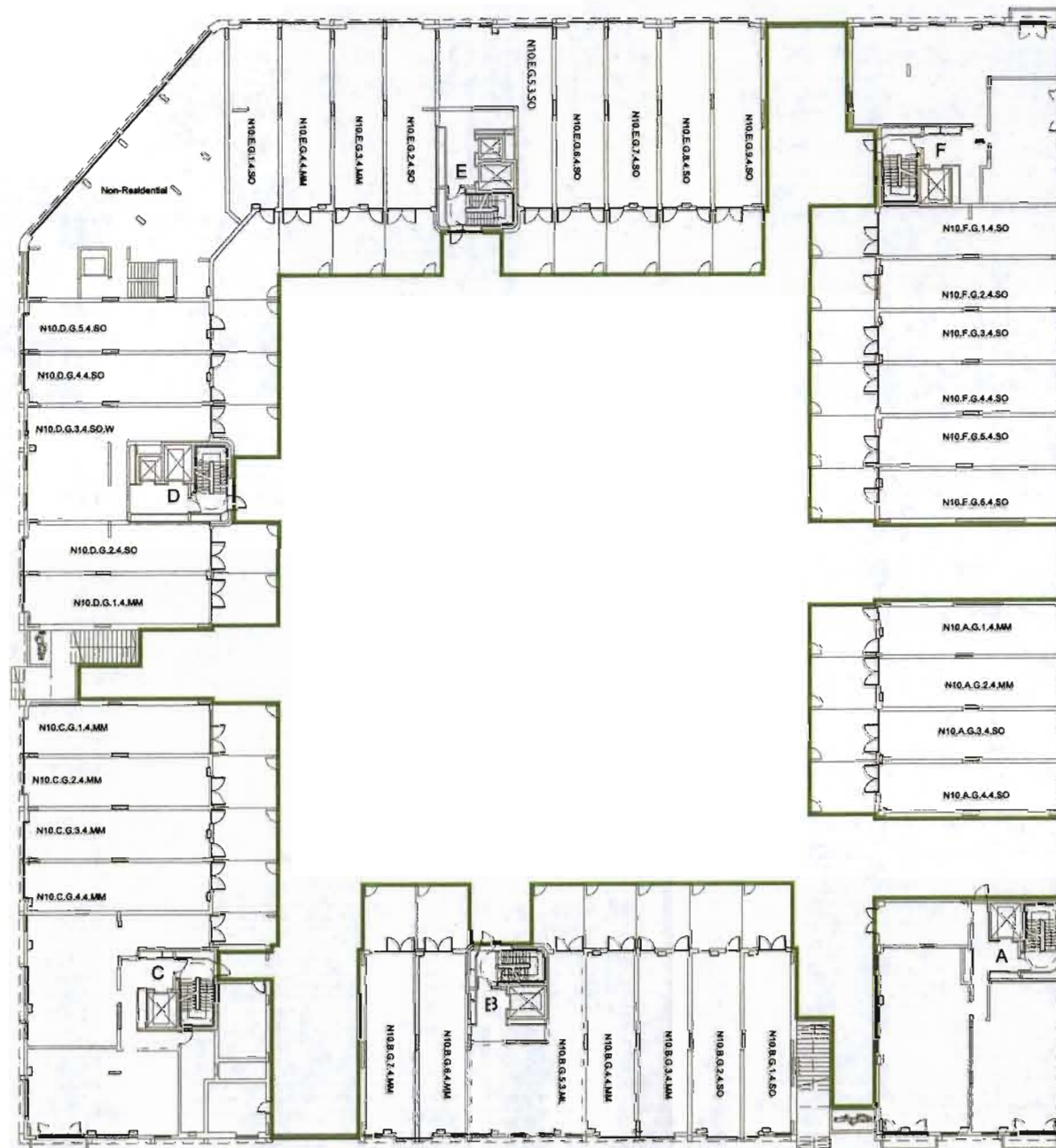
TITLE
ESTATE ROAD PLAN

PROJECT	SCALE	SIZE
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DRAWING No	REVISION
800.6_DP_004	02

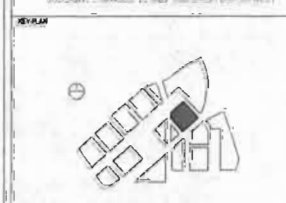
Plan 5

The Courtyard



CLIENT
Lend Lease
Report Title: N10 Athlete's Village
Date: 10/10/10
Scale: 1:500
Author: Eric Parry Architects
Project: N10 Athlete's Village
Phase: Design
Drawing: N10 Athlete's Village
First Floor
Courtyard Garden
Scale: 1:500
Author: Eric Parry Architects
Project: N10 Athlete's Village
Phase: Design
Drawing: N10 Athlete's Village
First Floor
Courtyard Garden
Scale: 1:500

Lend Lease
ATHLETESVILLAGE
INCIDENT & INJURY FREE: THE LEND LEASE WAY



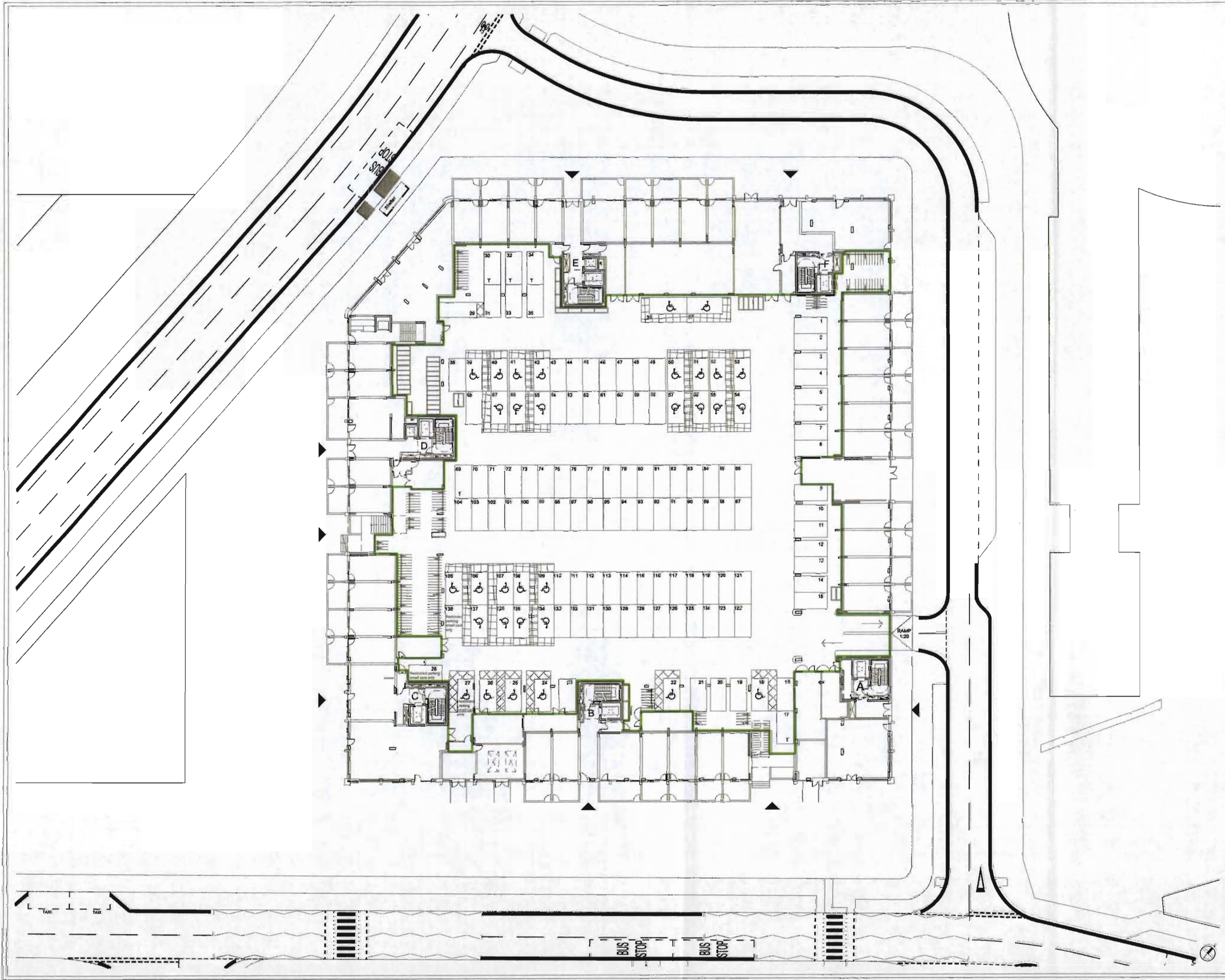
Eric Parry Architects
LEASE PLANS
FIRST FLOOR
COURTYARD GARDEN
N10 Athlete's Village 1:500 A3
EPA-B0810-10-05-L01-019 P2

Plan 6

The Plot

Plan 7

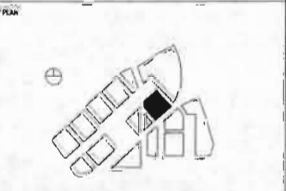
The Car Park



Land Lease
Boyle
Eric Parry Architects

Land Lease
ATHLETESVILLAGE

INCIDENT & INJURY FREE: THE LAND LEASE WAY



Eric Parry Architects
LEASE PLANS
CAR PARK

PROJECT: N10 Athlete's Village
SCALE: 1:500
BOX: A3
EPA-B0810-10-05-GRD-008 P4

IN THE FIRST-TIER TRIBUNAL PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

PREMISES: Various Properties in East Village, London, E20 1DB

BETWEEN

East Village Management Limited

Applicant

and

Multiple leaseholders as per the application

Respondent

Please note the below documents have been excluded from the website upload for confidentiality and data protection reasons, although provided to the Tribunal as requested under their Directions.

Tab No.	Document	Page No.
6	List of Leasehold Service Charge Payers	104
7	List of supplementary sub-lessee's and tenants of Triathlon Homes LLP that pay a service charge	130
8	Proof of delivery of the Notice	148

ARGENT partnership

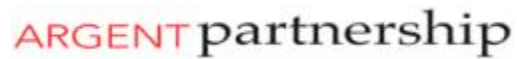
Client: EAST VILLAGE MANAGEMENT LTD
Site: VARIOUS PROPERTIES
Co No: 6917185
Date: 05 July 2019
Project: Utility New Contract Tender Pricing
Current Contract End Date: 30/11/2019
Contract Start Date:
Contact: Peter Anderson

Site Summary

Current Suppliers 12M Renewal Offer £840,983.30

Quote Summary

	Spend	Saving	%
Current Supplier 12M Renewal Offer	£840,983.30		
12 Month Best Renewal Offer End 12-19	£826,704.08	£14,279.22	2%
24 Month Renewal Offer End 12-20	£820,490.01	£20,493.28	
36 Month Renewal Offer End 12-21	£818,770.16	£22,213.14	3%
Supplier Offer		£840,983.30	100%



Client: EAST VILLAGE MANAGEMENT LTD

Site:

Date: 05 July 2019

Project: Utility New Contract Tender Pricing

Contract Start Date:

12 MONTH COSTS

Current Est. Site Cost

Meter Summary/Breakdown

Status	Supplier	Electricity		MPAN							kVa	kVa Unit	S/C	Est. Current Tariff
		Address 1	Town	Postcode	Topline	Bottom Line	Day EaQ	Day Unit	Night EaQ	Night Unit				
	OPUS	ATHLETES VILLAGE	LONDON	E20 1XX	00845756	1200000001238	138294	13.683	59269	9.85	197	7.240	59.421	£30,182.39
	OPUS	ATHLETES VILLAGE	LONDON	E20 1XX	00845756	1200000001247	70	14.095	30	9.86	248	7.240	59.421	£6,783.36
	OPUS	ATHLETES VILLAGE OLYMPIC PARK / LONDON		E20 1FT	03801952	1200000001441	19652					14.007	18.831	£68.73
	OPUS	ATHLETES VILLAGE ANTHEMS WAY LONDON		E20 1DE	03801952	1200000001450	1908					14.083	18.893	£68.96
	Current Supp	ATHLETES VILLAGE ANTHEMS WAY LONDON		E20 1DE	03801952	1200000001460	20054					14.007	18.831	£68.73
	12 Month Be:	ATHLETES VILLAGE CELEBRATION A' LONDON		E20 1DB	03801952	1200000001488	34147					14.003	18.828	£68.72
	OPUS	ATHLETES VILLAGE CELEBRATION A' LONDON		E20 1DB	00845009	1200000001497	4385	14.774	1879	9.92	71	3.960	67.055	£2,105.19
	OPUS	DE-COUBERTIN STREET LONDON		E20 1AE	03801952	1200000001511	3654					14.045	18.862	£68.85
	OPUS	MEDALS WAY LONDON		E20 1BE	03801952	1200000001520	4853					14.034	18.853	£68.81
	OPUS	SIENNA HOUSE;5 VICTORY PARADE LONDON		E20 1EW	00845009	12000000010029	473296	14.239	202841	9.95	101	3.960	63.308	£89,266.22
	OPUS	MARA HOUSE;9 VICTORY PARADE LONDON		E20 1GA	00845009	12000000013776	382749	14.749	164035	9.97	101	3.960	63.308	£74,493.58
	OPUS	EMPEROR HOUSE;26 VICTORY PAR. LONDON		E20 1EF	00845009	12000000016146	417196	14.908	178798	9.93	101	3.960	63.308	£81,641.14
	OPUS	SWALLOWTAIL HOUSE;41 VICTORY LONDON		E20 1GE	00845009	12000000019323	470788	14.592	201766	9.96	100	3.960	63.308	£90,461.67
	OPUS	KOTATA HOUSE;1 RAVENS WALK LONDON		E20 1DP	00845009	12000000022414	640401	14.578	274458	9.94	101	3.960	63.308	£122,335.21
	OPUS	VESTA HOUSE 4 LIBERTY BRIDGE RC LONDON		E20 1AN	00845009	12000000025780	15429	15.447	6613	9.95	101	3.960	63.308	£4,732.13
	OPUS	CARINA HOUSE;25 CHEERING LANE LONDON		E20 1BA	00845009	12000000027031	350148	14.692	150064	9.96	101	3.960	63.308	£68,087.07
	OPUS	EGREMONT HOUSE;2 MEDALS WA' LONDON		E20 1BF	00845009	12000000030104	207446	14.765	88906	9.97	101	3.960	63.308	£41,186.06
	OPUS	LUNARIA HOUSE;10 ELIS WAY LONDON		E20 1AH	00845009	12000000033123	280137	14.446	120059	9.97	101	3.960	63.308	£54,125.68
	OPUS	GALENA HEIGHTS;47 MIRABELLE G. LONDON		E20 1BS	00845009	12000000036791	397722	14.879	170452	9.96	101	3.960	63.308	£77,841.58
	OPUS	KALEIDOSCOPE HOUSE;25 MIRABEL LONDON		E20 1BU	00845009	12000000037624	129423	14.676	55467	9.97	101	3.960	63.308	£26,212.33
	OPUS	SEASONS HOUSE;8 MIRABELLE GAF LONDON		E20 1BW	00845009	12000000039161	227137	14.619	97345	9.96	101	3.960	63.308	£44,594.59
	OPUS	BLOCK N10 EAST VILLAGE CELEBRA' LONDON		E20 1DB	03801952	1200061385055	12776					14.012	18.835	£68.75
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	OPUS	SIENNA HOUSE;5 VICTORY PARADE LONDON		E20 1EW	00845009	1200061432013	1226	15.527	526	10.17	101	3.960	63.308	£1,934.82
	OPUS	MAYA APARTMENTS;15 VICTORY P. LONDON		E20 1FY	00845009	1200061432022	70	15.062	30	10.03	101	3.960	63.308	£1,704.48
	OPUS	EMPEROR HOUSE;26 VICTORY PAR. LONDON		E20 1EF	00845009	1200061432031	1469	14.604	630	10.01	101	3.960	63.308	£1,968.55
	OPUS	SWALLOWTAIL HOUSE;41 VICTORY LONDON		E20 1GE	00845009	1200061432040	2073	14.761	889	10.03	101	3.960	63.308	£2,086.08
	OPUS	EMPEROR HOUSE;26 VICTORY PAR. LONDON		E20 1EF	00845009	1200061434720	3170	14.162	1358	9.92	125	3.960	63.308	£2,621.50
	OPUS	PENNY BROOKES STREET LONDON		E20 1BP	03801952	1200061495078	519					14.225	19.01	£69.39

£826,704.08



Client: EAST VILLAGE MANAGEMENT LTD

Site:

Date: 05-Jul-19

Project: Utility New Contract Tender Pricing

Contract Start Date:

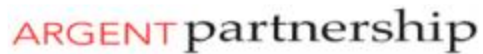
24 MONTH COSTING

Current Est. Site Cost

Meter Summary/Breakdown

Status	Supplier	Electricity		MPAN											
		Address 1	Town	Postcode	Topline	Bottom Line	Day EaQ	Day Unit	Night EaQ	Night Unit	kVa	kVa Unit	S/C	Est. Current Tariff	
	OPUS	ATHLETES VILLAGE	LONDON	E20 1XX	00845756	1200000001238	138294	13.617	59269	9.63	197	7.240	59.42	£29,963.69	
	OPUS	ATHLETES VILLAGE	LONDON	E20 1XX	00845756	1200000001247	70	14.065	30	9.64	248	7.240	59.42	£6,783.27	
	OPUS	ATHLETES VILLAGE OLYMPIC PARK AVENUE	LONDON	E20 1FT	03801952	1200000001441	19652					13.911	17.92	£65.42	
	OPUS	ATHLETES VILLAGE ANTHEMS WAY	LONDON	E20 1DE	03801952	1200000001450	1908					13.987	17.98	£65.63	
Current Supp		ATHLETES VILLAGE ANTHEMS WAY	LONDON	E20 1DE	03801952	1200000001460	20054					13.910	17.92	£65.42	
12 Month Be		ATHLETES VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	1200000001488	34147					13.907	17.92	£65.41	
	OPUS	ATHLETES VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	00845009	1200000001497	4385	14.72	1879	9.71	71	3.960	67.06	£2,098.80	
	OPUS	DE-COUBERTIN STREET	LONDON	E20 1AE	03801952	1200000001511	3654					13.949	17.95	£65.52	
	OPUS	MEDALS WAY	LONDON	E20 1BE	03801952	1200000001520	4853					13.916	17.94	£65.50	
	OPUS	SIENNA HOUSE;5 VICTORY PARADE	LONDON	E20 1EW	00845009	1200000010029	473296	14.161	202841	9.73	101	3.960	63.31	£88,446.74	
	OPUS	MARA HOUSE;9 VICTORY PARADE	LONDON	E20 1GA	00845009	1200000013776	382749	14.707	164035	9.75	101	3.960	63.31	£73,981.79	
	OPUS	EMPEROR HOUSE;26 VICTORY PARADE	LONDON	E20 1EF	00845009	1200000016146	417196	14.863	178798	9.71	101	3.960	63.31	£81,058.26	
	OPUS	SWALLOWTAIL HOUSE;41 VICTORY PARADE	LONDON	E20 1GE	00845009	1200000019323	470788	14.543	201766	9.74	100	3.960	63.31	£89,793.15	
	OPUS	KOTATA HOUSE;1 RAVENS WALK	LONDON	E20 1DP	00845009	1200000022414	640401	14.518	274458	9.72	101	3.960	63.31	£121,338.93	
	OPUS	VESTA HOUSE 4 LIBERTY BRIDGE ROAD	LONDON	E20 1AN	00845009	1200000025780	15429	15.433	6613	9.73	101	3.960	63.31	£4,715.75	
	OPUS	CARINA HOUSE;25 CHEERING LANE	LONDON	E20 1BA	00845009	1200000027031	350148	14.628	150064	9.75	101	3.960	63.31	£67,535.83	
	OPUS	EGREMONT HOUSE;2 MEDALS WAY	LONDON	E20 1BF	00845009	1200000030104	207446	14.713	88906	9.75	101	3.960	63.31	£40,882.59	
	OPUS	LUNARIA HOUSE;10 ELIS WAY	LONDON	E20 1AH	00845009	1200000033123	280137	14.376	120059	9.75	101	3.960	63.31	£53,666.65	
	OPUS	GALENA HEIGHTS;47 MIRABELLE GARDENS	LONDON	E20 1BS	00845009	1200000036791	397722	14.833	170452	9.74	101	3.960	63.31	£77,287.05	
	OPUS	KALEIDOSCOPE HOUSE;25 MIRABELLE GARDENS	LONDON	E20 1BU	00845009	1200000037624	129423	14.618	55467	9.74	101	3.960	63.31	£26,013.02	
	OPUS	SEASONS HOUSE;8 MIRABELLE GARDENS	LONDON	E20 1BW	00845009	1200000039161	227137	14.56	97345	9.74	101	3.960	63.31	£44,246.42	
	OPUS	BLOCK N10 EAST VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	1200061385055	12776					13.916	17.93	£65.43	
	OPUS	BLOCK N10 EAST VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	1200061385064	11764	13.917					17.93	£1,702.63	
	OPUS	BLOCK N10 EAST VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	1200061385073	16835					13.912	17.92	£65.42	
	OPUS	SIENNA HOUSE;5 VICTORY PARADE	LONDON	E20 1EW	00845009	1200061432013	1226	14.532	526	9.79	101	3.960	63.31	£1,920.60	
	OPUS	MAYA APARTMENTS;15 VICTORY PARADE	LONDON	E20 1FY	00845009	1200061432022	70	15.03	30	9.81	101	3.960	63.31	£1,704.39	
	OPUS	EMPEROR HOUSE;26 VICTORY PARADE	LONDON	E20 1EF	00845009	1200061432031	1469	15.577	630	9.87	101	3.960	63.31	£1,981.92	
	OPUS	SWALLOWTAIL HOUSE;41 VICTORY PARADE	LONDON	E20 1GE	00845009	1200061432040	2073	14.719	889	9.82	101	3.960	63.31	£2,083.34	
	OPUS	EMPEROR HOUSE;26 VICTORY PARADE	LONDON	E20 1EF	00845009	1200061434720	3170	14.064	1358	9.69	125	3.960	63.31	£2,615.28	
	OPUS	PENNY BROOKES STREET	LONDON	E20 1BP	03801952	1200061495078	519	15.433		9.73		14.134	18.09	£146.14	

£820,490.01



Client: EAST VILLAGE MANAGEMENT LTD

Site: 6917185

Date: 05 July 2019

Project: Utility New Contract Tender Pricing

Contract Start Date:

36 MONTH COSTING

Current Est. Site Cost

Meter Summary/Breakdown

Status	Supplier	Electricity		MPAN			Day Unit	Night EaQ	Night Unit	kVa	kVa Unit	S/C	Est. Current Tariff	
		Address 1	Town	Postcode	Topline	Bottom Line								Day EaQ
	OPUS	ATHLETES VILLAGE	LONDON	E20 1XX	00845756	12000000001238	138294	13.617	59269	9.63	197	7.240	59.421	£29,963.69
	OPUS	ATHLETES VILLAGE	LONDON	E20 1XX	00845756	12000000001247	70	14.065	30	9.64	248	7.240	59.421	£6,783.27
	OPUS	ATHLETES VILLAGE OLYMPIC PARK AVENUE	LONDON	E20 1FT	03801952	12000000001441	19652					13.911	17.923	£65.42
	OPUS	ATHLETES VILLAGE ANTHEMS WAY	LONDON	E20 1DE	03801952	12000000001450	1908					13.987	17.981	£65.63
	OPUS	ATHLETES VILLAGE ANTHEMS WAY	LONDON	E20 1DE	03801952	12000000001460	20054					13.910	17.923	£65.42
	OPUS	ATHLETES VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	12000000001488	34147					13.907	17.92	£65.41
	OPUS	ATHLETES VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	00845009	12000000001497	4385	14.72	1879	9.71	71	3.960	67.055	£2,098.80
	OPUS	DE-COUBERTIN STREET	LONDON	E20 1AE	03801952	12000000001511	3654					13.949	17.952	£65.52
	OPUS	MEDALS WAY	LONDON	E20 1BE	03801952	12000000001520	4853					13.938	17.944	£65.50
	OPUS	SIENNA HOUSE;5 VICTORY PARADE	LONDON	E20 1EW	00845009	120000000010029	473296	14.161	202841	9.73	101	3.960	63.308	£88,446.74
	OPUS	MARA HOUSE;9 VICTORY PARADE	LONDON	E20 1GA	00845009	120000000013776	382749	14.707	164035	9.75	101	3.960	63.308	£73,981.79
	OPUS	EMPEROR HOUSE;26 VICTORY PARADE	LONDON	E20 1EF	00845009	120000000016146	417196	14.863	178798	9.71	101	3.960	63.308	£81,058.26
	OPUS	SWALLOWTAIL HOUSE;41 VICTORY PARADE	LONDON	E20 1GE	00845009	120000000019323	470788	14.543	201766	9.74	100	3.960	63.308	£89,793.15
	OPUS	KOTATA HOUSE;1 RAVENS WALK	LONDON	E20 1DP	00845009	120000000022414	640401	14.518	274458	9.72	101	3.960	63.308	£121,338.93
	OPUS	VESTA HOUSE 4 LIBERTY BRIDGE ROAD	LONDON	E20 1AN	00845009	120000000025780	15429	15.433	6613	9.73	101	3.960	63.308	£4,715.75
	OPUS	CARINA HOUSE;25 CHEERING LANE	LONDON	E20 1BA	00845009	120000000027031	350148	14.628	150064	9.75	101	3.960	63.308	£67,535.83
	OPUS	EGREMONT HOUSE;2 MEDALS WAY	LONDON	E20 1BF	00845009	120000000030104	207446	14.713	88906	9.75	101	3.960	63.308	£40,882.59
	OPUS	LUNARIA HOUSE;10 ELIS WAY	LONDON	E20 1AH	00845009	120000000033123	280137	14.376	120059	9.75	101	3.960	63.308	£53,666.65
	OPUS	GALENA HEIGHTS;47 MIRABELLE GARDENS	LONDON	E20 1BS	00845009	120000000036791	397722	14.833	170452	9.74	101	3.960	63.308	£77,287.05
	OPUS	KALEIDOSCOPE HOUSE;25 MIRABELLE GARDENS	LONDON	E20 1BU	00845009	120000000037624	129423	14.618	55467	9.74	101	3.960	63.308	£26,013.02
	OPUS	SEASONS HOUSE;8 MIRABELLE GARDENS	LONDON	E20 1BW	00845009	120000000039161	227137	14.56	97345	9.74	101	3.960	63.308	£44,246.42
	OPUS	BLOCK N10 EAST VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	1200061385055	12776					13.916	17.927	£65.43
	OPUS	BLOCK N10 EAST VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	1200061385064	11764					13.917	17.928	£65.44
	OPUS	BLOCK N10 EAST VILLAGE CELEBRATION AVENUE	LONDON	E20 1DB	03801952	1200061385073	16835					13.912	17.924	£65.42
	OPUS	SIENNA HOUSE;5 VICTORY PARADE	LONDON	E20 1EW	00845009	1200061432013	1226	15.577	526	9.87	101	3.960	63.308	£1,933.81
	OPUS	MAYA APARTMENTS;15 VICTORY PARADE	LONDON	E20 1FY	00845009	1200061432022	70	15.03	30	9.81	101	3.960	63.308	£1,704.39
	OPUS	EMPEROR HOUSE;26 VICTORY PARADE	LONDON	E20 1EF	00845009	1200061432031	1469	14.532	630	9.80	101	3.960	63.308	£1,966.14
	OPUS	SWALLOWTAIL HOUSE;41 VICTORY PARADE	LONDON	E20 1GE	00845009	1200061432040	2073	14.719	889	9.82	101	3.960	63.308	£2,083.34
	OPUS	EMPEROR HOUSE;26 VICTORY PARADE	LONDON	E20 1EF	00845009	1200061434720	3170	14.064	1358	9.69	125	3.960	63.308	£2,615.28
	OPUS	PENNY BROOKES STREET	LONDON	E20 1BP	03801952	1200061495078	519					14.134	18.093	£66.04
														£0.00

£818,770.16