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Title Number AGL255835

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SEE COPY LETTER OF LIMITATION AND PLAN
AFFIXED HERETO

DATED 12 August

Certified to be
a true copy of
the original
Lynne B. J. J.
2011
Hedley
19/9/2011

GENESIS HOUSING ASSOCIATION LIMITED

and

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY



SEQ165

UNDERLEASE



COPY

of

The Priority Community Facility forming part of the ground floor of Block G
on the Former School Site on the Woodberry Down Estate
affecting title numbers EGL554339 and AGL228802

Minerva House
5 Montague Close
London
SE1 9BB
DX: 156810 London Bridge 6

T 020 7593 5000
F 020 7593 5099
www.wslaw.co.uk

**Winckworth
Sherwood**
Solicitors and
Parliamentary Agents

P124623\00015 2

PRESCRIBED CLAUSES

LR1. Date of lease

12 August 2011

LR2. Title number(s)

LR2.1 Landlord's title number(s)

EGL554339 and AGL228802

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

Genesis Housing Association Limited

Capital House, 25 Chapel Street, London NW1 5DT

(Industrial and Provident Society Number IP031241)

Tenant

The Mayor and Burgesses of the London Borough of Hackney

Town Hall, Mare Street, London E8 1EA

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 Particular and in Schedule 1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

The land demised is held by the Landlord, an exempt charity.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in the Particulars of this in the definition of "Term".

LR7. Premium

None.

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 as specified in Schedule 2 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in Schedule 3 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number]

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

[OMIT ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY]]

PARTICULARS

DATE	12 August 2011
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PART 1

"Landlord"	GENESIS HOUSING ASSOCIATION LIMITED having its registered office at Capital House, 25 Chapel Street, London NW1 5DT (Industrial and Provident Society Number IP031241)
"Tenant"	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY of Town Hall, Mare Street, London E8 1EA
"Guarantor"	Any person who, for the time being, guarantees performance of the Tenant's obligations
"Premises"	Part of the ground floor of Block G on the Former School Site, Woodberry Down being the premises more fully described in schedule 1
"Term Commencement Date"	7 April 2009
"Term"	250 years from and including the Term Commencement Date
"Yearly Rent"	A rent of £1.00 (if demanded)
"Rent Commencement Date"	The date of this lease
"Review Dates"	None
"Permitted Use"	Use as a community facility as defined in Use Class A1 of Part A of the Schedule to the Town and Country Planning (Use Classes) Order 1987

PART 2

Term Expiry Date	6 April 2259
Landlord's option to break	None
Tenant's option to break	None
Landlord and Tenant Act 1954	Included
Interest on late payments	4% above base rate

THIS LEASE made on the date and between the parties specified in the Particulars

WITNESSES as follows:

1. DEFINITIONS

The following expressions and those defined in Part 1 of the Particulars have the respective specified meanings:

"Account Date" means 29th September or such other date in every year of the Term as the Landlord may nominate to the Tenant in writing from time to time;

"Building" means the land, including the Premises and the buildings and appurtenances from time to time on it, which is known as Blocks F and G on the Former School Site as falls within the Landlord's Title Numbers at LR2.1;

"Common Parts" means any pedestrian ways, estate roads, circulation areas, landscaped and public areas, entrance halls, landings, staircases, lifts, passages, and any other areas which are at any time during the Term provided for common use in the Building or on the Estate;

"Estate" means the area that falls within the Landlord's Title Numbers at LR2.1;

"Enactment" means every Act of Parliament, directive and regulation and all subordinate legislation which, at any relevant time during the Term, has legal effect in England and Wales;

"Extended Business Hours" means 10 pm to 10.30 pm on Mondays to Thursdays, 10 pm to 11 pm on Fridays, and 10 pm to 11.30 pm on Saturdays;

"Group Company" means any company which is either the holding company of the Tenant or a wholly-owned subsidiary of the Tenant or of the Tenant's holding company, as those expressions are defined in section 736 Companies Act 1985;

"Head Lease" means the lease under which the Landlord holds the Estate dated 7 April 2009 made between London Borough of Hackney (1) and Berkeley Homes (North East London) Limited (2) and **"Superior Landlord"** means the person for the time being entitled to the reversion immediately expectant on the term granted by the Head Lease and every other person having an interest in reversion to that term;

"Housing Certificate" means a certificate issued by NHBC under its NHBC Buildwork Choice Scheme or NHBC equivalent or by Zurich Insurance Company;

"Insurance Cost" means all the money which the Landlord properly spends on:

- (A) effecting and maintaining insurance against the Insured Risks in relation to the Building for whatever amount the Landlord reasonably considers represents the Building's full replacement cost with such allowance as the Landlord reasonably considers appropriate for related liabilities and expenses (including, without limitation, liability to pay proper and reasonable fees or charges on the submission of an application for planning permission and costs which might be properly incurred in complying with any Enactment, in carrying out any replacement work and sums for proper professional fees and incidental expenses reasonably incurred which might be incurred on any debris removal and replacement, and all VAT);

- (B) effecting and maintaining any insurance relating to the Landlord's property owner's and employer's liability in relation to the Building and anything done in it; and
- (C) reasonable and proper professional fees relating to insurance, including fees for insurance valuations carried out at reasonable intervals not more frequently than once in every three years from the last valuation;

"Insurance Rent" means, for any relevant period, all of:

- (A) a fair and reasonable proportion of the Insurance Cost as determined by the Landlord from time to time (acting reasonably for the relevant period);
- (B) the amount which the Landlord properly spends on effecting and maintaining insurance against not less than three years' loss of the rents first and secondly reserved by this lease and with any addition to the amount insured as the Landlord may reasonably decide in respect of VAT;
- (C) (without prejudice to all other provisions of this lease relating to the use of the Premises and the vitiation of any policy of insurance) any amount which the Landlord properly spends on all additional premiums and loadings on any policy of insurance required as a result of anything done or omitted by the Tenant; and
- (D) an amount equal to the total of all excess sums which the insurers are not liable to pay out on any insurance claim in respect of the Premises and which the Landlord has paid in replacing the damaged or destroyed parts of the Premises;

"Insured Risks" means any loss caused by fire, lightning, explosion, riot, civil commotion, strikes, labour and political disturbances and malicious damage, aircraft and aerial devices, (other than hostile aircraft and devices) and articles accidentally dropped from them, storm, tempest, flood, bursting or overflowing of water tanks and pipes, impact, earthquake and accidental damage to underground water, oil and gas pipes, or electricity wires and cables, subsidence, ground slip and heave, breakdown and sudden and unforeseen damage to engineering plant and equipment, damage caused to the Building by theft and such other risks or perils against which the Landlord may insure, subject to such exclusions and limitations as are imposed by the insurers;

"Interim Sum" means the yearly sum reasonably assessed by or on behalf of the Landlord as an estimate of the Service Rent;

"Lettable Unit" means any unit of accommodation in the Building which is intended by the Landlord to be for separate occupation;

"Normal Business Hours" means 8 am to 10 pm on Mondays to Saturdays inclusive (excluding public holidays) and 9.30 am to 9.30 pm on Sundays and public holidays;

"Particulars" means the particulars set out at the beginning of this lease;

"Planning Law" means every Enactment and, to the extent they relate to the Building, every planning permission, statutory consent and agreement, made pursuant to any Enactment relating to the use, development and occupation of land and buildings;

"Plan" means the plan annexed to this lease;

"Principal Development Agreement" means the agreement dated 3 August 2006 made between the Tenant (1) Berkeley Homes (South East London) Limited (2) and Berkeley Homes (Capital) Plc (3) relating inter alia to the development of the Estate as varied from time to time ;

"Public Authority" means any government department, public, local, regulatory, fire and any other authority, any institution having functions which extend to the Premises or their use or occupation, any court of law, any company or authority responsible for the supply of utilities, and any of their duly authorised officers;

"Restricted Events" means events:

- (A) for more than 100 people; or
- (B) outside Normal Business Hours; or
- (C) where there is live or amplified music, singing or chanting; or
- (D) where alcohol is available for consumption (but not for sale),

provided always there shall never be more than 180 people at any such event and that any such event shall not extend beyond the Extended Business Hours and that any live or amplified music, singing or chanting shall not be audible outside the Premises;

"Services" means the services and other matters specified in Part 1 of schedule 4;

"Service Cost" means, for any Service Period, all expenditure incurred by the Landlord in providing the Services and in discharging the costs of the Services and in discharging the costs specified in Part II of schedule 4;

"Service Media" means all the apparatus which supplies, controls and monitors services to or from the Building and all water supply pipes, any type of drain, gas and other fuel pipes, electricity and telephone cables and all other common conducting media;

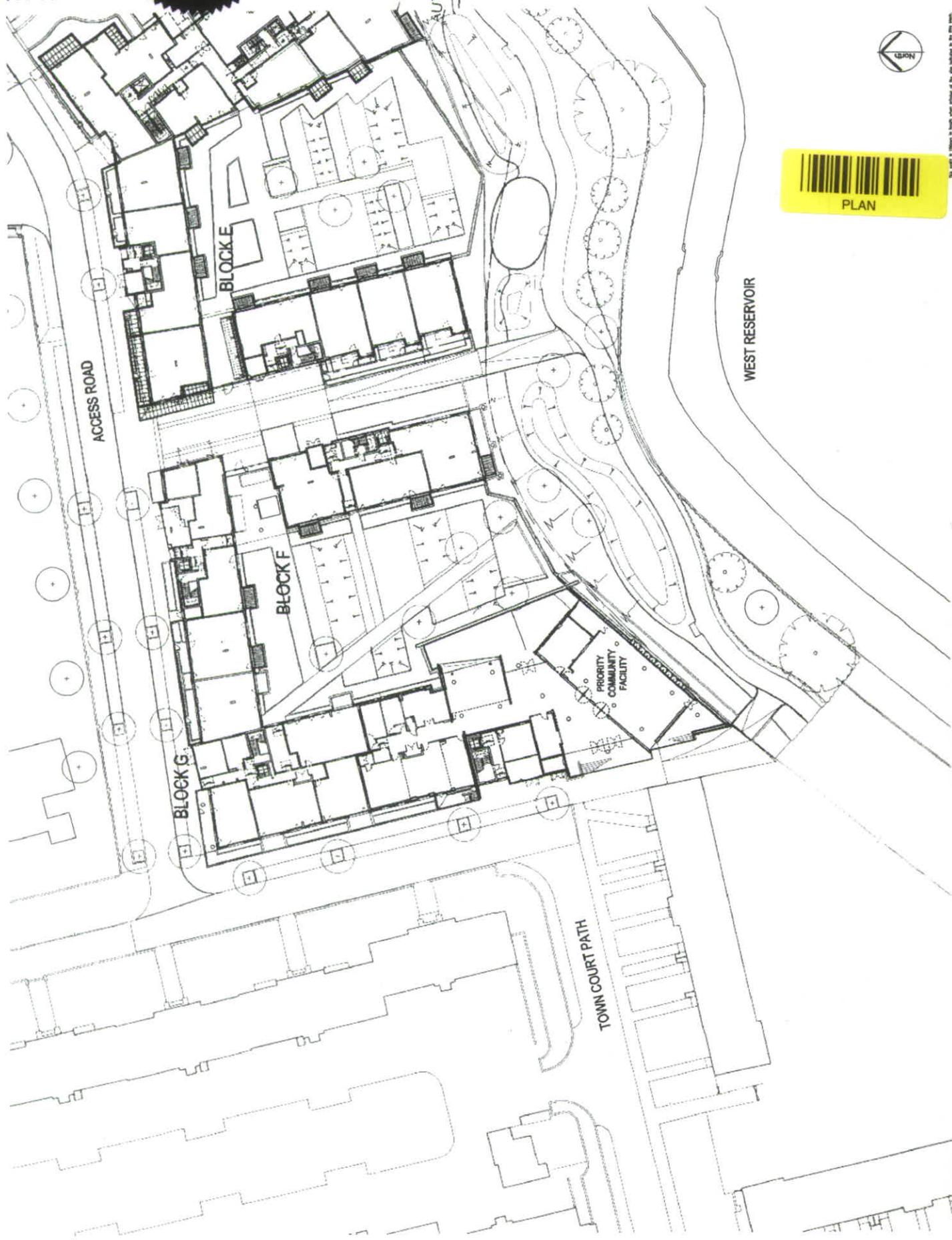
"Service Period" means:

- (A) the period commencing on the date of this lease to (but excluding) the first Account Date;
- (B) the period between two consecutive Account Dates (including the first and excluding the second); and
- (C) the period commencing on the last Account Date in the Term and expiring at the end of the Term;

- 1. The Contractor shall mark and maintain all dimensions.
- 2. All dimensions shall be maintained and recorded by the Contractor.
- 3. The drawings to not be used for construction.
- 4. The drawings shall be used for information only.
- 5. The drawings shall be used for information only.



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 ENTERED IN SIGNATURE TERRITORY
 AUTHORIZED SIGNATORY
 SECRETARY



Roife Judd
 ARCHITECTURE PLANNING INTERIORS
 ONE CHURCH COURT, CHICAGO, ILL. THE ONE, LANSING 60601-1142
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BERKELEY HOMES (CAPITAL) P/C

Project: **WOODBERRY DOWN KICK START SITE ONE**

Priority Community Facility
 CONVENANCING PLAN

Scale: 1:500 (A3)
 Date: MAY 2011
 Rev: R02H

Drawings to: 4748 / A_050101.PDF
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"Service Rent" means, for any Service Period, a fair and reasonable proportion of the Service Cost as determined by the Landlord from time to time (acting reasonably) and (to the extent the Tenant does not pay it directly to the relevant supplier) the total cost of all water, electricity and gas separately metered and exclusively supplied to the Premises;

"Stipulated Rate" means a yearly rate of interest, calculated on a daily basis, four per cent above the base rate of the Bank of Scotland or of such other U.K. bank as the Landlord may reasonably nominate in writing from time to time; and

"VAT" means Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for, or levied in addition to, it).

2. INTERPRETATION

- 2.1 Where a party is more than one person, their obligations are joint and several.
- 2.2 A Tenant's obligation not to do or omit anything also operates as an obligation not to permit or suffer it to be done or omitted by any person deriving title from the Tenant or by their respective servants or agents and to prevent or, as the case may be, to require it being done.
- 2.3 References to:
- (A) any clause or schedule are references to the relevant clause or schedule of this lease and any reference to a sub-clause or paragraph is a reference to that sub-clause or paragraph of the clause or schedule in which the reference appears;
 - (B) any right of or obligation to permit the Landlord to enter the Premises shall also be construed, subject as provided in clause 4.9, as entitling the Landlord to remain on the Premises with or without equipment and permitting such right to be exercised by all persons properly authorised by the Landlord;
 - (C) any consent of the Landlord, or words to similar effect including references to approvals, mean a written consent signed by or on behalf of the Landlord and given before the act requiring consent and any such reference which states that the consent will not be unreasonably withheld also means that it will not be unreasonably delayed;
 - (D) the Premises (except in the definition of Premises and in clause 4.15) extend, where the context permits, to any part of the Premises;
 - (E) a specific Enactment includes every statutory modification, consolidation and reenactment and extension of it for the time being in force;
 - (F) the expiry of this lease mean the date when the tenancy constituted by it terminates either at the end or sooner determination of the Term or pursuant to any applicable Enactment and references to the last year of this lease mean the year ending on the expiry of this lease;
 - (G) rents or other sums being due from the Tenant to the Landlord mean that they are exclusive of any VAT; and

- (H) the Tenant's obligations mean the Tenant's obligations under this lease and under every agreement which is supplemental or collateral to it; and
- (I) The Royal Institution of Chartered Surveyors extend to its President for the time being.

2.4 Except in respect of schedule 4, clause and paragraph headings shall not affect the construction of this lease.

2.5 (A) When the Landlord's consent is required under this lease, the relevant provision shall be construed as also requiring (and any consent by the Landlord shall be deemed to be given subject to the need for) any necessary consent of the Superior Landlord, for which the Landlord shall apply to the Tenant's cost, and nothing in this lease, or in any consent by the Landlord, shall imply that the Superior Landlord's consent will not be unreasonably withheld or delayed;

(B) reference to any right of (or obligation to permit) the Landlord to enter the Premises extend to the Superior Landlord and to all person authorised by it and shall be construed in the manner required by clause 2.3(B); and

(C) this lease takes effect subject to the rights which are reserved out of the Head Lease.

3. DEMISE AND RENTS

The Landlord **DEMISES** the Premises to the Tenant **TOGETHER WITH** the rights specified in schedule 2, **EXCEPT** and **RESERVED** to the Landlord, and other persons properly authorised by it at any time during the Term or otherwise entitled to exercise them, the rights specified in schedule 3 **TO HOLD** the Premises to the Tenant for the Term **SUBJECT** to all rights, obligations and other matters affecting them,

THE TENANT PAYING TO THE LANDLORD:

3.1 Yearly and proportionately for any part of a year, the Yearly Rent by equal quarterly payments in advance on the usual quarter days in every year;

3.2 Yearly and proportionately for any Service Period, the Service Rent in accordance with clause 6 (including the Interim Sum on account), by equal quarterly payments in advance on the usual quarter days in every year, the first such payment or a proportionate part of it (being a proportionate part of the initial Interim Sum from the date of this lease to the first anniversary of the date from which the Term is calculated, after deduction of the quarterly instalments of the initial Interim Sum payable on the intervening usual quarter days) to be made on the date of this lease;

3.3 The Insurance Rent, payable on demand;

3.4 Interest, payable on demand, at the Stipulated Rate on any sum owed to the Landlord pursuant to the Tenant's obligations, whether or not as rent, which is not received by the Landlord on the due date (or, in the case of money due only on demand, within fourteen days after the date of written demand), calculated for the period commencing on the due payment date and ending on the date the sum (and the interest) is received by the Landlord; and

- 3.5 All VAT for which the Landlord is or may become liable on the supply by the Landlord to the Tenant in connection with this lease or the interest created by it and of any other supplies, whether of goods or services, such rent to be paid at the same time as the other rents or sums to which it relates.

4. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

4.1 Rent

To pay the rents reserved by this lease on the days and in the manner set out in clause 3 without deduction or set off (together with any VAT on it) by banker's standing order to such bank as the Landlord may nominate in writing from time to time.

4.2 VAT

To pay the Landlord an amount equal to any VAT incurred by it on any amount which the Tenant is required to reimburse or indemnify against pursuant to the Tenant's obligations, except to the extent:

(A) the Landlord obtains credit for such VAT pursuant to sections 24, 25 and 26 Value Added Tax Act 1994 or any regulations made under them; or

(B) the VAT is taken into account in the Service Cost.

4.3 Outgoings

4.3.1 To pay all rates, taxes and other outgoings assessed on or reasonably attributable to the Premises or on their owner or occupier during the Term excluding, without prejudice to the rent reserved in clause 3.5 and to clause 4.2, any tax payable by the Landlord as a direct result of any actual or implied dealing with the reversion of this lease or of the Landlord's receipt of income.

4.3.2 To pay all charges for water, gas and electricity (including meter rents) consumed in the Premises during the Term.

4.4 Compliance with Enactments

To comply with all Enactments and with the requirements of any Public Authority affecting the Premises, their use, occupation, employment of people in them and any work being carried out to them (whether the requirements are imposed upon the owner, lessee or occupier) and not to do or omit anything by which the Landlord may incur any liability under any Enactment or requirement of a Public Authority.

4.5 Official communications

Without delay, to supply the Landlord with a certified copy of any official communication received from, or proposal made by, any Public Authority and to comply fully with its provisions at the Tenant's cost, except that (if requested by the Landlord) the Tenant shall make such representations as the Landlord may require against any communication or proposal, so long as the representations do not conflict with the Tenant's rights under this lease.

4.6 Repair

Well and substantially to repair the Premises and maintain and keep the Premises in good and substantial repair and condition (damage by any of the Insured Risks excepted, to the extent that this lease obliges the Landlord to insure against them and to the extent that the insurance money is not rendered irrecoverable or insufficient because of a breach of the Tenant's obligations).

4.7 Decoration and general condition

To keep the Premises clean and as often as shall be reasonably necessary and practicable throughout the Term and also in the last year of this lease, to redecorate and treat the Premises with appropriate materials in a good and workmanlike manner (and during the last year of this lease in a colour scheme and with materials reasonably approved by the Landlord) but the Tenant shall not be obliged to redecorate or treat the Premises if the need to do so is caused by any of the Insured Risks, to the extent that the insurance money is not rendered irrecoverable or insufficient because of a breach of the Tenant's obligations.

4.8 Refuse

Not to deposit any refuse on any part of, or outside, the Premises and to ensure the removal of refuse from the Premises at least once a week but, if the Landlord notifies the Tenant that the Landlord itself will arrange for the removal of refuse for a specific period, the Tenant shall pay on demand the proper and reasonable cost (or a fair proportion thereof) incurred by the Landlord in doing so.

4.9 Entry by the Landlord

To permit the Landlord, at reasonable times on not less than 24 hours prior notice (except in an emergency), to enter the Premises in order to:

- (A) investigate whether the Tenant has complied with its obligations;
- (B) take any measurement or valuation of the Premises;
- (C) inspect and carry out work to the Building which, otherwise, could not be inspected or carried out ;
- (D) fix and retain on the Premises, without interference but in a position which does not materially affect their amenity, a notice for their disposal and to allow the Landlord to show the Premises to prospective purchasers and their agents and during the last six months of the Term, to prospective tenants and their agents; and
- (E) to exercise the rights described in schedule 3,

provided the Landlord causes as little interference as reasonably possible to the Tenant's use of the Premises for its business (except where it is necessary to do so in order to comply with any obligation to the Tenant) and, if the Landlord exercises any of the rights by carrying out work on the Premises, it shall make good any

damage caused to them and to any of the Tenant's chattels without undue delay unless the right is exercised as a result of a breach of the Tenant's obligations.

4.10 Remediating breaches

4.10.1 To comply with any notice requiring remedy of any breach of the Tenant's obligations contained in this lease.

4.10.2 If the Tenant does not comply with any such notice within a reasonable time, to permit the Landlord to enter the Premises to remedy the breach, as the Tenant's agent.

4.10.3 To pay the Landlord, on demand, all the costs and expenses properly incurred by the Landlord in exercising its rights under this clause.

4.11 Preserving rights

4.11.1 To preserve all rights of light and other easements belonging to the Premises and not to give any acknowledgement that they are enjoyed by consent.

4.11.2 Not knowingly to do or omit anything which might subject the Premises to any new easement and to notify the Landlord, without delay, of any encroachment which might have that effect.

4.12 Alterations and reinstatement

4.12.1 Not to carry out:-

- (A) any Development and not to commit any waste;
- (B) any works to or affecting any load bearing structure of the Building;
- (C) any work which is externally visible or affects the external appearance of the Premises or the Building;
- (D) the erection of any structure on the Premises.

4.12.2 Subject to the other provisions of this clause, not to make any other alteration or addition to the Premises without the Landlord's consent which will not be unreasonably withheld or delayed.

4.12.3 On making alterations or additions to the Premises for which the Landlord has insurance obligations, to provide the Landlord without delay with a written, independent, current insurance (VAT exclusive) valuation of the work, for replacement purposes.

4.12.4 At the expiry of this lease, if and to the extent required by the Landlord, to remove:

- (A) all alterations and additions made at any time to the Premises, and anything installed under clause 4.14, by the Tenant or by any person deriving title from it;
- (B) all work done in connection with the original fitting out of the Premises by the Tenant;

- (C) and to restore and make good the Premises in a proper and workmanlike manner to the condition and design which existed before the relevant work was carried out, to the Landlord's reasonable satisfaction.

4.13 Use

4.13.1 Not without the consent of the Landlord to use or allow to be used any outdoor space which forms part of the Premises after 7pm

4.13.2 [Not used]

4.13.3 Subject to clauses 4.13.4 – 4.13.6, not to use the Premises:

- (A) for events for more than 100 people;
- (B) for the playing of live or amplified music, singing or chanting or for any purpose which causes a nuisance, annoyance, inconvenience, disturbance or obstruction to any person or property within the Building or on the Estate;
- (C) for any public auction or public meeting or for any noxious, noisy or immoral use or for the sale of alcohol for consumption on or off the Premises or one which would cause diplomatic or State immunity from the Tenant's obligations or (except as incidental to the Permitted Use) for the transmission of telecommunications signals;
- (D) for events where alcohol is available for consumption (whether by sale or otherwise); or
- (E) (without prejudice to the preceding paragraphs of this clause) except for the Permitted Use during Normal Business Hours.

4.13.4 If the Tenant wishes to use the Premises for Restricted Events the Tenant can apply to the Landlord for written consent (not to be unreasonably withheld or delayed) to use the Premises for Restricted Events provided that such consent shall be in the form of a monthly licence and in any one calendar month the Tenant shall only be entitled to use the Premises for up to six events for over 100 people during the Extended Business Hours or where alcohol is available for consumption and the Landlord shall be entitled to provide consent subject to such further conditions that it considers necessary (acting reasonably) and provided further that it shall be reasonable for the Landlord to withhold consent if:

- (A) the Tenant has previously used the Premises for Restricted Events and such use has caused a nuisance, annoyance, inconvenience, disturbance or obstruction to any person or property within the Building or on the Estate and a post event review by the Landlord and Tenant jointly, both acting reasonably, has failed to set procedures for future Restricted Events to prevent them causing further nuisance, annoyance, inconvenience, disturbance or obstruction; or
- (B) in the reasonable opinion of the Landlord, the proposed use for Restricted Events is likely to cause a nuisance, annoyance, inconvenience, disturbance or obstruction to any person or property within the Building or on the Estate.

4.13.5 Subject to clause 4.13.6, if the Tenant has used the Premises for a certain type of Restricted Event with the written consent of the Landlord obtained in accordance with clause 4.13.4 for six consecutive months and there have been not more than two written complaints from occupants of any part of the Building or any building on the Estate in relation to that use during that period the Tenant shall be entitled to use the Premises for that type of Restricted Event without the written consent of the Landlord provided that in any one calendar month the Tenant shall only be entitled to use the Premises for up to six events for over 100 people during the Extended Business Hours or where alcohol is available for consumption.

4.13.6 If the Tenant is entitled to use the Premises for a certain type of Restricted Event pursuant to clause 4.13.5 and there are persistent breaches of the restrictions contained in clauses 4.13.3 (B) and (C) the Landlord can notify the Tenant that it is not permitted to use the Premises for that type of Restricted Event other than with the written consent of the Landlord and the Tenant shall cease using the Premises for that type of Restricted Event within 7 days of receipt of such notice unless the Tenant has obtained the written consent of the Landlord in accordance with clause 4.13.4.

4.14 Signs, aerals etc

Not to erect anything on the outside of the Building except to display and maintain in accordance with schedule 2 para 4 on the exterior of the Building adjacent to the main entrance a suitable nameplate approved (as to size, siting, design and appearance) by the Landlord, showing the name (or trading name) of every permitted occupier of the Premises.

4.15 Dealings with the lease

4.15.1 In clause 4.15, any reference to a transfer includes an assignment.

4.15.2 Not to transfer, mortgage, charge, hold on trust for another, underlet or otherwise part with possession of part only of the Premises or agree to do so

4.15.3 Not to transfer, hold on trust for another, underlet or otherwise part with possession of the whole of the Premises or agree to do so, except that the Tenant may transfer the whole of the Premises in accordance with clause 4.15.4 and may underlet the whole of the Premises if, before the underletting is completed, the Tenant complies or, where appropriate, procures compliance with the conditions described in clause 4.15.5.

(Transfer)

4.15.4 Not to transfer the whole of Premises except:

- (A) with the landlord's consent (which will not be unreasonably withheld); and
- (B) to a person who has covenanted with the Landlord to observe the Tenant's obligations in this Lease.

(Underletting)

4.15.5 Not to underlet the whole of the Premises except:

- (A) to a person who has covenanted with the Landlord:

- (1) to observe the Tenant's obligations to the extent they relate to the premises (other than the payment of rents);
 - (2) not to transfer the whole of the premises without the Landlord's consent (which will not be unreasonably withheld); and
 - (3) not to transfer part of the premises or underlet or otherwise part with possession or share the occupation of them or any part of them;
- (B) by a form of underlease:
- (1) which requires:
 - (a) the underlessee to observe the Tenant's obligations (other than the obligation to pay rents under this lease) to the extent they relate to the premises, and containing:
 - (i) a condition for re-entry by the underlessor on breach of any obligation by the underlessee;
 - (ii) a qualified covenant not to transfer the whole of the premises without the Landlord's consent (such consent not to be unreasonably withheld) and an unqualified covenant not to transfer part of the premises or to underlet or otherwise part with possession or share the occupation of them or any part of them; and
 - (2) which is approved by the Landlord such approval not to be unreasonably withheld if the other provisions of this paragraph are observed;
- (C) with the Landlord's consent, in response to the Tenant's application which must disclose all circumstances relevant to the proposed underletting, issued within two months before completion of the underletting, which consent (subject to compliance with the foregoing conditions precedent and if appropriate with clause 4.15.6) will not be unreasonably withheld.

4.15.7 To require every underlessee to observe the provisions of the underlease and not, expressly or impliedly, to waive any breach of them, nor to vary the terms of any underlease.

(Sharing occupation)

4.15.8 Not to share the occupation of the Premises or any part of them except that the Tenant may share occupation with a company which is, but only for so long as it remains, a Group Company provided the Tenant does not grant the company sharing occupation exclusive possession nor create any relationship of landlord and tenant, nor otherwise transfer or create a legal estate, and the Tenant shall notify the Landlord of the identity of each such Group Company.

4.16 Notifying Landlord of dealings with the lease

4.16.1 Within five working days after any disposition or devolution of this lease, or of any estate or interest in or derived out of it, to give the Landlord notice of the relevant

transaction with a certified copy of the relevant document (and of the notice and declaration relevant to the exclusion of the 1954 Act from any underlease), and to pay the Landlord a fair and reasonable fee of not less than fifty pounds for registering each notice.

4.16.2 To register with the Landlord the name, home address and telephone number of at least two keyholders of the Premises.

4.16.3 To notify the Landlord of particulars of the determination of every rent review under any underlease of the Premises within fourteen days after the date of determination.

4.17 Payment of cost of notices, consents etc

To pay the Landlord on demand all reasonable and proper expenses (including bailiffs' and consultants' fees) incurred in connection with:

- (A) the preparation and service of a notice under section 146 Law of Property Act 1925, or in contemplation of any proceedings under section 146 or 147 of that Act, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (B) every step taken during or within a reasonable time after the expiry of this lease in connection with the enforcement of the Tenant's obligations, including the service or proposed service of all notices and schedules of dilapidations and reasonable consultants' fees incurred in monitoring any action taken to remedy any breach of the Tenant's obligations; and
- (C) every application for consent under this lease, even if the application is withdrawn or properly refused.

4.18 Installing machinery in the Premises

Not to install any plant or machinery in the Premises, other than usual office equipment, without the Landlord's consent which will not be unreasonably withheld but no plant or machinery may be installed or operated in the Premises and nothing shall be done or omitted in them which may cause:

- (A) the efficiency of the heating, ventilation, air conditioning and cooling systems installed in the Building to be diminished or impaired in any way; or
- (B) any interference or other intrusive effect on any other part of the Building or other adjoining property or persons outside the Premises.

4.19 Obstruction/overloading

Not to obstruct:

- (A) or damage any part of the Building or exercise any of the rights granted by this lease in a way which causes a nuisance or disturbance;
- (B) any means of escape;
- (C) or discharge any deleterious matter into:

- (1) any conduit serving the Premises and, to the extent they lie within the Premises, to keep them clear and functioning properly; or
- (2) any Service Media;
- (D) or obscure any openings of the Premises;
- (E) any notice erected on the Premises, including any erected by the Landlord in accordance with its powers under this lease,

nor to overload or cause undue strain to the Premises, the Service Media or any other part of the Building.

4.20 Goods delivery

4.20.1 To ensure that all loading and unloading activities are carried out only by using the service accesses designated by the Landlord from time to time for the Tenant's use.

4.21 Complying with Planning Law

4.21.1 Not, without the Landlord's consent, to apply for planning permission relating to the Premises or any other part of the Building.

4.21.2 If the Landlord requires in connection with any relevant proposal by the Tenant, to apply for a determination under section 192 Town and Country Planning Act 1990.

4.21.3 If the Landlord gives consent under clause 4.21.1, not to implement the planning permission before the Landlord, acting reasonably, has acknowledged that its terms are acceptable.

4.21.4 Unless the Landlord directs otherwise, to complete before the end of the Term all works on the Premises required as a condition of any planning permission implemented by the Tenant or by any person claiming under or through it.

4.22 Indemnifying the Landlord

To indemnify the Landlord against all consequences of any breach of any of the Tenant's obligations (including all costs incurred by the Landlord in an attempt to mitigate any such breach).

4.23 Notifying defects in the Premises

To notify the Landlord, without delay, of any defect in the Premises which becomes known to the Tenant and which might give rise to:

- (A) an obligation on the Landlord to do, or refrain from doing, anything at the Premises; or
- (B) any duty of care, or the need to discharge such duty, imposed by the Defective Premises Act 1972,

and to display such notices as the Landlord may reasonably require to be displayed at the Premises relating to their state of repair and condition.

4.24 Insurance and fire fighting equipment

- 4.24.1 Not to do or omit anything by which any insurance policy, of which the Tenant shall have been provided with particulars, relating to the Building or any part of it becomes void or voidable or by which the rate of premium on such policy may be increased.
- 4.24.2 To comply with all requirements and reasonable recommendations of the insurers the Tenant is made aware of and to provide and maintain unobstructed, appropriate operational fire fighting equipment and fire notices on the Premises.
- 4.24.3 To notify the Landlord, without delay, of any incidence of an Insured Risk on the Premises and of any other event which ought reasonably to be brought to the insurers' attention.
- 4.24.4 If the Tenant or any person claiming title from it is entitled to the benefit of any insurance of the Premises, to cause all money paid under such insurance to be applied in making good the loss or damage for which it was paid.
- 4.24.5 If any damage is caused to the Building and any insurance money under the Landlord's insurance is irrecoverable because of a breach of the Tenant's obligations, to pay the Landlord, without delay, the whole of the irrecoverable insurance money.
- 4.24.6 If there is any deficiency in any insurance money received by the Landlord in respect of the replacement of any damage or destruction referred to in clause 5.2.3 because the Tenant has failed to comply with its obligations under clause 4.12.3 to pay the Landlord the amount of the deficiency in the insurance money.

4.25 Dangerous and contaminative materials

Not to keep or use at the Premises any dangerous or contaminative materials which might cause harm and, if there is any breach of that obligation, to remove all trace of the material from the affected land and to leave it in a clean and safe condition.

4.26 Returning the Premises to the Landlord

4.26.1 At the expiry of the lease:

- (A) to return all keys of the Premises to the Landlord;
- (B) to remove all chattels and (to the extent the Landlord may require) tenant's fixtures and to vacate the Premises, reinstated and restored and made good in accordance with clause 4.12.4 and in the state of repair and condition required pursuant to the Tenant's obligations;
- (C) to make due application to the Land Registry for the cancellation of any notice of, or relating to, this lease or any document supplemental or collateral to it and, on request, to supply the Landlord with a copy of the application; and
- (D) subject to paragraph (C), to return the documents referred to in that paragraph to the Landlord.

4.26.2 For the purpose of securing the Tenant's obligation in clause 4.26.1(C), the Tenant hereby irrevocably appoints the Landlord and its successors in title severally as attorney of the Tenant and in its name (and with power to appoint the Landlord's solicitors as substitute attorney) to make any application referred to in that clause, but only if the Tenant is in breach of obligation to apply itself.

4.27 Regulations and Covenants

To comply with:

- (A) all reasonable regulations made by the Landlord and notified to the Tenant in writing for the good management of the Building so long as the regulations do not conflict with any express right of the Tenant under this lease;
- (B) all obligations affecting the Premises and not to interfere with any rights which benefit them including in each case, but not limited to, those contained or referred to in the documents referred to in Land Registry Titles of the Estate;

4.28 Security and access

4.28.1 To use all reasonable endeavours to ensure that the Tenant's visitors to the Premises observe any applicable security regulations.

4.28.2 If the Landlord permits access to the Premises outside the Normal Business Hours, to pay the Landlord on demand all costs reasonably incurred in allowing such access.

4.29 Land Registry

To the extent the grant (or any transfer) of this lease and of any right appurtenant to it requires to be completed by registration pursuant to the Land Registration Act 2002 in order to operate at law, to comply with the relevant registration requirements and, as soon as practicable, to provide the Landlord's solicitors with a copy of an official copy of the relevant register evidencing compliance with them.

4.30 Head Lease

4.30.1 To comply with the lessee's obligations contained in the Head Lease so far as they relate to the Premises, except the obligations to pay rent and, so far as the obligation to insure falls on the Landlord pursuant to clause 5.2, to insure.

4.30.2 Not to do or omit any act or thing which would or might cause the Landlord to be in breach of the Head Lease.

5. LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

5.1 Quiet enjoyment

That the Tenant may peaceably hold and enjoy the Premises without any interruption by the Landlord or any person rightfully claiming from or in trust for it.

5.2 Insurance

- 5.2.1 To keep the Building (except any demountable partitioning, window blinds and wall or floor surface coverings not installed by or at the cost of the Landlord and fixtures which are tenant's fixtures) insured against the Insured Risks in a sum which, in the Landlord's reasonable opinion, is its full replacement cost (but not necessarily the facsimile reinstatement cost).
- 5.2.2 On request to supply the Tenant (but not more frequently than once in any period of twelve months) with evidence of such insurance.
- 5.2.3 If, during the Term, the Building (except as set out in clause 5.2.1) is damaged by an Insured Risk and to the extent that payment of the insurance money is not refused because of a breach of the Tenant's obligations, the Landlord will with all convenient speed take the necessary steps to obtain any requisite planning permissions and consents and, if they are obtained, to lay out the insurance money received (except sums for public and employer's liability and loss of rent) towards replacing, but not necessarily in facsimile reinstatement, the damaged parts (except as set out in clause 5.2.1) as soon as reasonably practicable and will make up any deficiencies out of its own resources but:
- (A) the Landlord's obligation to insure and to replace does not extend to any alteration or addition referred to in clause 4.12.3 if and to the extent the Tenant has failed to comply with that clause;
 - (B) the Tenant shall have no claim against the Landlord under this clause for the interior of any Lettable Unit other than the Premises; and
 - (C) the Landlord is not liable to carry out the replacement if it is unable, having used all reasonable endeavours, to obtain every permission and consent necessary to execute the relevant work, in which event the Landlord shall be entitled to retain all the insurance money received by it.

5.2.4 Waiver of Subrogation

The Landlord shall use all reasonable endeavours to obtain the insurer's agreement to waive all rights of subrogation against the Tenant, its servants and agents in respect of any claim concerning damage to the Premises during the Term.

5.3 Services

To provide or procure the provision of the Services, in accordance with the principles of good estate management, to at least a reasonable standard and at a commensurate reasonable cost but:

- (A) the Landlord shall not be liable for any interruption in any of the Services caused by prudent repair, replacement, renewal or maintenance of any installation or by any mechanical breakdown or any other cause beyond the Landlord's control, provided the Landlord takes all reasonable steps to remedy the interruption within a reasonable time; and
- (B) the Landlord may withhold, extend or vary any of the matters previously performed as Services if it reasonably considers it is in the interests of good estate management to do so.

5.4 Head Lease

- 5.4.1 To comply with the lessee's obligations in the Head Lease to the extent the Tenant is not liable to do so pursuant to clause 4.30.
- 5.4.2 On the request of the Tenant and at its expense, to take all reasonable steps to enforce the Superior Landlord's obligations in the Head Lease.
- 5.4.3 Wherever the Tenant makes application for any consent under this lease and the Landlord is prepared in principle to give its consent, to take all reasonable steps, at the Tenant's expense, to obtain any necessary consent from the Superior Landlord.

6. SERVICE COST ACCOUNTING AND VARIATIONS

6.1 Accounting

The Landlord shall, following each Account Date, cause an account to be prepared showing the Service Cost for the relevant Service Period and containing a summary of the expenditure referred to and the account, certified by the Landlord's agents, shall be conclusive evidence for the purposes of this lease of all matters of fact referred to, except in case of manifest error.

6.2 On account payments

The Tenant shall pay the Landlord the Interim Sum on account of the Service Rent for each Service Period as provided in clause 3.

6.3 Excesses

If the Service Rent for any Service Period:

- (A) exceeds the Interim Sum for the Service Period, the excess shall be due to the Landlord on demand; or
- (B) is less than the Interim Sum for the Service Period, the overpayment shall be credited to the Tenant against subsequent payments on account of Service Rent until the overpayment is balanced or, for the last Service Period, the overpayment shall be paid by the Landlord to the Tenant.

6.4 Variations of Insurance Rent and Service Rent

6.4.1 [not used]

6.4.2 [not used]

6.5 Further Information

The Landlord shall provide the Tenant with information relating to the Service Cost, in response to any reasonable request from the Tenant who shall pay any reasonable costs which the Landlord properly incurs in providing the information.

7. OTHER AGREEMENTS AND DECLARATIONS

7.1 Forfeiture and re-entry

If:

- (A) any rent is unpaid for twenty-one days after becoming payable; or
- (B) there is any other breach of the Tenant's obligations provided that the Landlord shall not issue any proceedings or take any steps to re-enter the Premises until the expiration of ninety days after service by the Landlord on the Tenant of a written notice specifying the breach of covenant and the steps required to be taken to remedy such breach and the Landlord shall not issue proceedings or take any steps to re-enter the Premises if the Tenant or the Guarantor have commenced to remedy such breach within such period and thereafter proceed diligently with all due speed to remedy such breach within a reasonable period; or
- (C) any guarantee of the Tenant's obligations is or becomes wholly or partly unenforceable for any reason;

the Landlord may, notwithstanding the waiver of any previous right of re-entry, re-enter on any part of the Premises and on such re-entry this lease shall absolutely determine, but without prejudice to any Landlord's right of action for any prior breach of the Tenant's obligations.

7.2 No implied rights

- 7.2.1 Neither the Tenant nor the Premises is entitled to any right, including any quasi-easement, except those expressly granted by this lease.
- 7.2.2 The Tenant may not enforce, or prevent the release or modification of, any type of right or obligation attaching to the Landlord's interest in the Premises or in any other land so as to prevent or restrict the development or use of any other land.
- 7.2.3 Clause 7.2.2 does not prejudice any right described in schedule 2.
- 7.2.4 Any provision of this lease which would, apart from this provision, be in conflict with this clause takes effect subject to it.

7.3 Common Parts and Service Media

- 7.3.1 To the extent that the Common Parts and the Service Media remain under the exclusive control and management of the Landlord who may, if it shall be in keeping with the principles of good estate management, alter, divert, substitute, stop up or remove any of them, leaving available for use by the Tenant reasonable and sufficient means of access to and egress from, and servicing for, the Premises.
- 7.3.2 The Landlord shall not be liable for any closure of any of the Common Parts or stoppage or severance affecting any of the Service Media due to any cause beyond the Landlord's control.

7.4 Service of notices

7.4.1 In addition to any other method of service, any notice which is served under this lease shall be validly served if it is served in accordance with section 196 Law of Property Act 1925, as amended by the Recorded Delivery Service Act 1962.

7.4.2 If the Tenant or any Guarantor comprises more than one person, it shall be sufficient if notice is served on one of them, and a notice duly served on the Tenant does not need to be served on any Guarantor.

7.5 Relief from liability to pay rent and Determination

7.5.1 If:

- (A) the Premises (except as set out in clause 5.2.1) are damaged by an Insured Risk, so that the Premises are incapable of occupation and use; and
- (B) payment of any insurance money has not been vitiated by a breach of the Tenant's obligations,

the Yearly Rent and the Service Rent, or a fair proportion of them according to the nature and extent of the damage sustained, shall cease to be payable from the date when the damage occurred until whichever is the earlier of the date on which the Premises (except as set out in clause 5.2.1) are made fit for substantial occupation and use and the date of expiry of the period for which loss of rent is insured (not being less than three years) and any dispute about such cessation shall be determined by an arbitrator to be appointed, in default of agreement, on the application of the Landlord or the Tenant to The Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

7.5.2 If the Premises (except as set out in clause 5.2.1) have not been made fit for substantial occupation and use prior to the expiry of the period of three years from the date when the damage occurred (or such longer period for which loss of rent is insured) either the Landlord or the Tenant may determine this Lease by serving written notice on the other and upon determination the insurance money shall be divided between the Landlord, the Tenant and the other tenants of the Building in proportion to their respective interests in the Building.

7.6 Arbitration fees

Any arbitrator's fees may be paid by the Landlord or the Tenant, notwithstanding any direction or prior agreement as to liability for payment, and if either party chooses to do so, it shall be entitled to an appropriate repayment by the other party on demand.

7.7 No warranty as to use

The Landlord does not warrant that the Premises are authorised under Planning Law to be used, or are otherwise fit for, any specific purpose.

7.8 Compensation

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent lawful.

7.9 No warranty as to security

Nothing in this lease (and no exercise of any of the Landlord's powers under it) constitutes a warranty by the Landlord that the Premises shall be kept secure or that any security service to the Common Parts shall be effective.

7.10 Overriding lease

If, during the Term, the Landlord grants a tenancy of the reversion immediately expectant on the determination of this lease, whether pursuant to section 19 Landlord and Tenant (Covenants) Act 1995 or otherwise, any obligation of the Tenant to obtain the consent of the Landlord under this lease to any dealing with it includes an obligation to obtain the consent of the lessor under such tenancy to that dealing.

7.11 Landlord's right to apportion payments

The Landlord may, for any reasonable purpose, make such reasonable apportionments and allocations of any amounts payable by the Tenant under this lease as the Landlord considers appropriate.

7.12 Application of Landlord and Tenant (Covenants) Act 1995

This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

7.13 Exclusion of Third Party Rights

The parties confirm that no term of this lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to it.

7.14 Jurisdiction

This lease is governed by and construed in accordance with the law of England and the Tenant submits to the exclusive jurisdiction of the English courts.

8. GUARANTOR'S OBLIGATIONS

In the event of a Guarantor being required to guarantee the performance of the Tenant's obligations, the Tenant shall procure that the Guarantor as a principal obligor covenants and agrees with the Landlord that:

8.1 Guarantee

- (A) the Tenant's obligations will be performed; and
- (B) to the extent the Tenant's obligations are not complied with, the Guarantor will comply with them and will indemnify the Landlord against any loss it suffers as a result of any non-compliance.

8.2 Preservation of the Guarantee

The Guarantor's obligations under sub-clause 8.1 are not affected by:

- (A) any indulgence, compromise or neglect in enforcing the Tenant's obligations or any refusal by the Landlord to accept tendered rent;

- (B) any variation or waiver of any of the terms of this lease;
- (C) any partial surrender of this lease (and the Guarantor's liability shall continue but only in respect of the Tenant's continuing obligations);
- (D) any forfeiture of this lease, whether in whole or in part;
- (E) any legal limitation, immunity, incapacity, insolvency or the winding-up of the Tenant or by the fact that the Tenant otherwise ceases to exist;
- (F) any action taken by or on the Landlord's behalf in contemplation of re-letting the Premises;
- (G) any other act or omission which, but for this provision, would have released the Guarantor from liability;

or any combination of any such matters.

8.3 No right to participate in security

The Guarantor may not participate in, or exercise any right of subrogation in respect of, any security held by the Landlord for the Tenant's obligations.

8.4 Disclaimer

If this lease is disclaimed:

8.4.1 The Landlord may require the Guarantor at its cost to accept a new lease of the Premises on the same terms of, and containing the same agreements as, this lease (and, where any such term applies as at a particular date or period, as at the same date or period), as if this lease had not been disclaimed and as the terms have effect immediately before the disclaimer, for the residue of the Term, and with effect, from the date of disclaimer but the new lease shall omit this clause.

8.4.2 For the purposes of sub-clause 8.4.1:

- (A) the Landlord may notify the requirement to the Guarantor only within the period of six months commencing on the date of disclaimer;
- (B) if there are any matters outstanding under this lease immediately before it is disclaimed, they shall be determined between the Landlord and the Guarantor and be reflected, as appropriate, in the new lease; and
- (C) the new lease shall be completed within 4 weeks after the date when the Landlord notifies the requirement to the Guarantor.

8.5 Forfeiture or the Tenant ceasing to exist

If this lease is forfeited or if the Tenant ceases to exist, the Landlord may require the Guarantor to:

- (A) accept a new lease of the Premises in accordance with sub-clause 8.4, as if it applies to forfeiture or the Tenant ceasing to exist and to the date of forfeiture or cessation; or
- (B) pay the Landlord an amount equal to the sum by which any money which would have been due from the Tenant pursuant to the Tenant's obligations exceeds any money received by the Landlord in respect of the same type of obligation which may be undertaken by a third party, in both cases from the date of forfeiture or cessation until the earlier of the first date when all the Premises are re-let and income producing and the last day of the Term,

and the Guarantor will comply with the relevant requirement.

8.6 Transfer of the reversion

The benefit of the Guarantor's obligations under this clause will pass to a transferee of the Landlord's reversion in the Premises without need for an express assignment.

IN WITNESS whereof this deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written.

SCHEDULE 1

(The Premises)

ALL THOSE premises situate on part of the ground floor of the Building known as Blocks F and G on the Former School Site, Woodberry Down which are shown edged red on the Plan **ALL** which premises include:

1. the interior coverings and interior facing materials of those parts of the external walls of the Building bounding the said premises and of the columns within the said premises and of the walls within the Building separating them from other parts of the Building;
2. the fixed floor coverings and all materials lying between the upper surface of the structural floor slab and the floor surface;
3. the ceilings, including all materials forming part of them, lying below the lower surface of the structural ceiling slab;
4. all non-load bearing walls and partitions lying within the said premises;
5. the doors and door frames within, and on the boundaries of, the said premises;
6. subject to the exclusion in paragraph 10 of this schedule, the window glazing and window frames and other fenestration within the said premises; and
7. all plant and other apparatus and conducting media which are designed to serve the said premises exclusively,

but exclude:
 8. all Service Media including all plant and other apparatus and conducting media which are not designed to serve the said premises exclusively;
 9. the load bearing structure of the Building including the load bearing structure of the roofs, foundations, external and internal walls and columns and the structural slabs of the ceilings and floors;
 10. the external surfaces of the Building (except the external surfaces of any doors and door frames referred to in paragraph 5) and the whole of the window glazing and window frames and other fenestration constructed in the external walls and in the other boundaries of the said premises; and
11. all other parts of the Building which are not comprised in any Lettable Unit.

SCHEDULE 2

(Easements and rights granted)

Each of the following, all of which are exercisable in common with others except to the extent any is referred to as being exclusive:

1. The right during Normal Business Hours and (where applicable) during Extended Business Hours in connection with the Permitted Use, subject to clause 7.3 and to compliance with the Landlord's reasonable rules and regulations (if any) for the exercise of such right:
 - 1.1 for the Tenant, its servants and duly authorised agents and visitors, for the purpose only of using the Premises in accordance with this lease, to use the Common Parts for the purpose for which they are provided;
 - 1.2 to use the Service Media; and
 - 1.3 to use such lavatories in the Building as the Landlord shall designate.
2. The right of support, shelter and protection for the Premises from the other parts of the Building as are enjoyed by the Premises at the date of this lease.
3. The right to use the refuse area marked on the Plan as "PCF REFUSE"
4. The right to have displayed the name-plate or sign referred to in clause 4.14 but the Landlord shall be entitled to relocate the name-plate or sign at any time.

SCHEDULE 3

(Exceptions and reservations)

1. The right to build, alter or extend (whether vertically or laterally) any building on the Estate notwithstanding that access of light and air to the Premises may be diminished.
2. The right, at reasonable times on reasonable prior notice (except in an emergency), to enter the Premises as often as may be necessary for any purpose in connection with carrying out the Services or complying with any Enactment or for the purposes of complying with Landlord's obligations as tenant under the Superior Lease or for the purposes of the Landlord complying with its obligations under the Principal Development Agreement or in respect of any Housing Certificate issued in respect of a Lettable Unit within the Building.
3. The right to use and to deal in any way with any Service Media located in or accessible only through the Premises for the benefit of any other part of the Building or the Estate.
4. The right to erect and maintain scaffolding on or against any part of the Building so long as reasonable and sufficient means of accessing and servicing the Premises are maintained.
5. All rights of light, air and other easements and rights enjoyed by the Premises from or over any other part or parts of the Building or the Estate.
6. The right for any security staff employed by the Landlord or its agents to enter the Premises if it shall be considered necessary or desirable so to do for the security of the Building.

such rights being reserved for the benefit of the land comprised in title numbers EGL554339 and AGL228802 .

SCHEDULE 4

PART I

(Services to be provided by the Landlord in accordance with the principles of good estate management, to at least a reasonable standard and at a commensurate reasonable cost pursuant to clause 5.3)

1. Inspecting, maintaining and repairing, altering, rebuilding and renewing and, where appropriate, treating, washing down, painting and decorating all parts of the Building described in paragraphs 8 to 11 of schedule 1.
2. Inspecting, servicing, maintaining and repairing, renewing, overhauling and replacing all apparatus, plant, machinery and equipment which is at any time not serving any Lettable Unit exclusively.
3. Inspecting, maintaining, repairing, cleansing, emptying, altering and renewing all Service Media.
4. Providing, maintaining, operating, renewing and replacing any fire alarms and ancillary apparatus and fire prevention and fire fighting equipment and apparatus in the Common Parts.
5. Keeping the Common Parts properly cleansed, treated, maintained, repaired and adequately lit.
6. Providing such mechanical ventilation, heating and cooling for such parts of the Building and for such hours and times of the year as the Landlord shall determine.
7. Providing and maintaining any architectural or ornamental features or murals and any plants, shrubs, trees or garden area in the Common Parts and maintaining the same.
8. Supplying, whether by purchase or hire, and maintaining, renewing, replacing, repairing and servicing all fixtures and receptacles, appliances, materials, equipment, plant and other things reasonably necessary for the maintenance, upkeep or cleanliness of the Building and the Common Parts or any part of it or otherwise in connection with the provision of the Services.
9. Cleaning as frequently as shall be reasonably necessary the exterior and interior of all window glazing and window frames and other fenestration units in the Common Parts and the outside of the window glazing referred to in paragraph 10 of schedule 1.
10. Maintaining an adequate supply of hot and cold water and supplying washing and toilet requisites in the lavatory accommodation in the Common Parts.
11. Implementing any infestation control in the Building and the Common Parts but not in the Premises.
12. Any other services relating to the Building and the Common Parts or any part of it provided by the Landlord from time to time which shall be:

- 12.1 reasonably capable of being enjoyed by the occupier of the Premises; or
- 12.2 reasonably calculated to be for the benefit of the Tenant and other tenants of the Building; or
- 12.3 appropriate for the maintenance, upkeep or cleanliness of the Building; or
- 12.4 otherwise in keeping with the principles of good estate management,

and any reference in this schedule to renewal includes renewal, in accordance with the principles of good estate management, of the relevant part of the Building which is beyond its natural life even though it is not malfunctioning.

PART II

(All undermentioned costs to be properly incurred in accordance with the principles of good estate management)

1. All fees and disbursements of any individual, firm or company retained by or on behalf of the Landlord or its agents in connection with discharging management functions in respect of the Building and the provision of the Services, including managing agents' fees.
2. The reasonable fees of the Landlord for any of the Services or for the functions and duties referred to in paragraph 1 of this part of this schedule which shall be undertaken by the Landlord and not by a third party.
3. The cost (in addition to any fees referred to in paragraph 2 and where the context permits paragraph 1 of this part of this schedule) of employing (whether by the Landlord or any managing agents or any other individual or firm or company) such staff as the Landlord may consider appropriate for the performance of the Services and the functions and duties referred to in paragraph 1 of this part of this schedule and all other incidental expenditure in relation to such employment including, without prejudice to the generality of the foregoing:
 - 3.1 salaries, wages, pensions and pension contributions, benefits in kind and other emoluments and National Insurance and other statutory contributions or levies;
 - 3.2 the provision of uniforms and working clothing;
 - 3.3 the provision of vehicles, tools, appliances, cleaning and other material fixtures, fittings and other equipment for the proper performance of their duties and a store for housing the same; and
 - 3.4 a reasonable notional rent for any premises reasonably provided rent-free for every such person's use occupancy or residence.
4. The cost of entering into any contracts for the carrying out of all or any of the Services.
5. All rates and other outgoings which are now or during the Term shall be assessed on:
 - 5.1 the whole of the Building, where there is no separate assessment on or for a Lettable Unit;
 - 5.2 the whole or any part of the Common Parts;
 - 5.3 any residential accommodation provided for staff employed in connection with the Building and any other premises provided as referred to in paragraph 3.4 of this part of this schedule,excluding any tax (other than VAT) payable by the Landlord as a direct result of any actual or implied dealing with the reversion of any lease or of the Landlord's receipt of income.

6. The cost of the supply of electricity and other fuel for the provision of the Services and the cost of any electricity generating, transforming, monitoring, metering and distribution plant, machinery and equipment in or servicing the Building.
7. The cost which the Landlord may be called upon to pay as a contribution towards the expense of making, repairing, maintaining, rebuilding and cleansing any ways, roads, pavements or structures, Service Media or anything which may belong to or be used for the Building or any part of it exclusively or in common with other neighbouring or adjoining premises.
8. The cost of taking all steps for complying with or making representations against or otherwise contesting the incidence of the provisions of any Enactment relating to or alleged to relate to the Building or any part or it for which any tenant is not directly and exclusively liable.
9. The cost to the Landlord of abating any nuisance in or at the Building or any part of it insofar as the same is not the liability of any tenant.
10. The cost of making such provision (if any) for anticipated expenditure in respect of any of the Services as the Landlord shall consider appropriate.
11. Any interest and fees in respect of money borrowed to finance the provision of the Services and the costs referred to in this part of this schedule or any of them.
12. Any VAT (or any tax of a similar nature which may be substituted for or levied in addition to it) incurred by the Landlord on any other amount comprised in the Service Cost, save to the extent that the Landlord obtains credit for such VAT incurred by the Landlord pursuant to sections 24, 25 and 26 Value Added Tax Act 1994 or any regulations made thereunder.
13. All other costs incurred in connection with the provision of the Services.

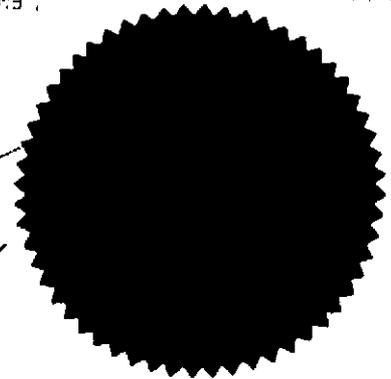
114

EXECUTED as a deed
by affixing the **COMMON SEAL** of
GENESIS HOUSING ASSOCIATION LIMITED
in the presence of

Director

Director/Secretary

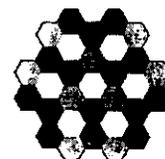
[Handwritten signatures and scribbles over lines]



THE COMMON SEAL of **THE MAYOR AND**)
BURGESSES OF THE LONDON BOROUGH)
OF HACKNEY was hereunto affixed in the)
presence of:)

Authorised signatory

Authorised signatory



London Borough Of Hackney
(LEGAL SERVICES)
DX124200
HACKNEY 3

DX

Date
13 June 2012

Your ref
NRG14451

Our ref
AGL255835/L/026/RB/WA CT7

Proprietor/Applicant **The Mayor And Burgesses Of The
London Borough Of Hackney**

Title number **AGL255835**

Property **The Priority Community Facility,
Woodberry Down, London**

Dear Sirs

We have completed the registration of the lease of the above property dated 12 August 2011.

Part of the land shown by red edging on the plan to the lease does not fall within the lessor's title and is already registered to the lessee under title LN38524. We have therefore excluded this land from the lessee's new title. The plan attached to this letter shows the land excluded by blue tint.

Your clients should keep this letter and plan so that they will be able to explain the exclusion, if necessary, when they deal with the property in future.

If you would like to discuss this correspondence or require it in an alternative format please contact me, quoting our reference.

Yours faithfully

Rachel Bradley
Direct line 01792 354785

Land Registry
Wales Office
Ty Cwm Tawe
Phoenix Way
Llansamlet
Swansea SA7 9FQ

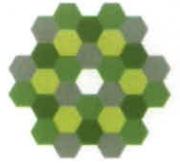
DX 82800 Swansea 2

Tel 01792 355000
Fax 01792 355055
wales.office
@landregistry.gsi.gov.uk

www.landregistry.gov.uk

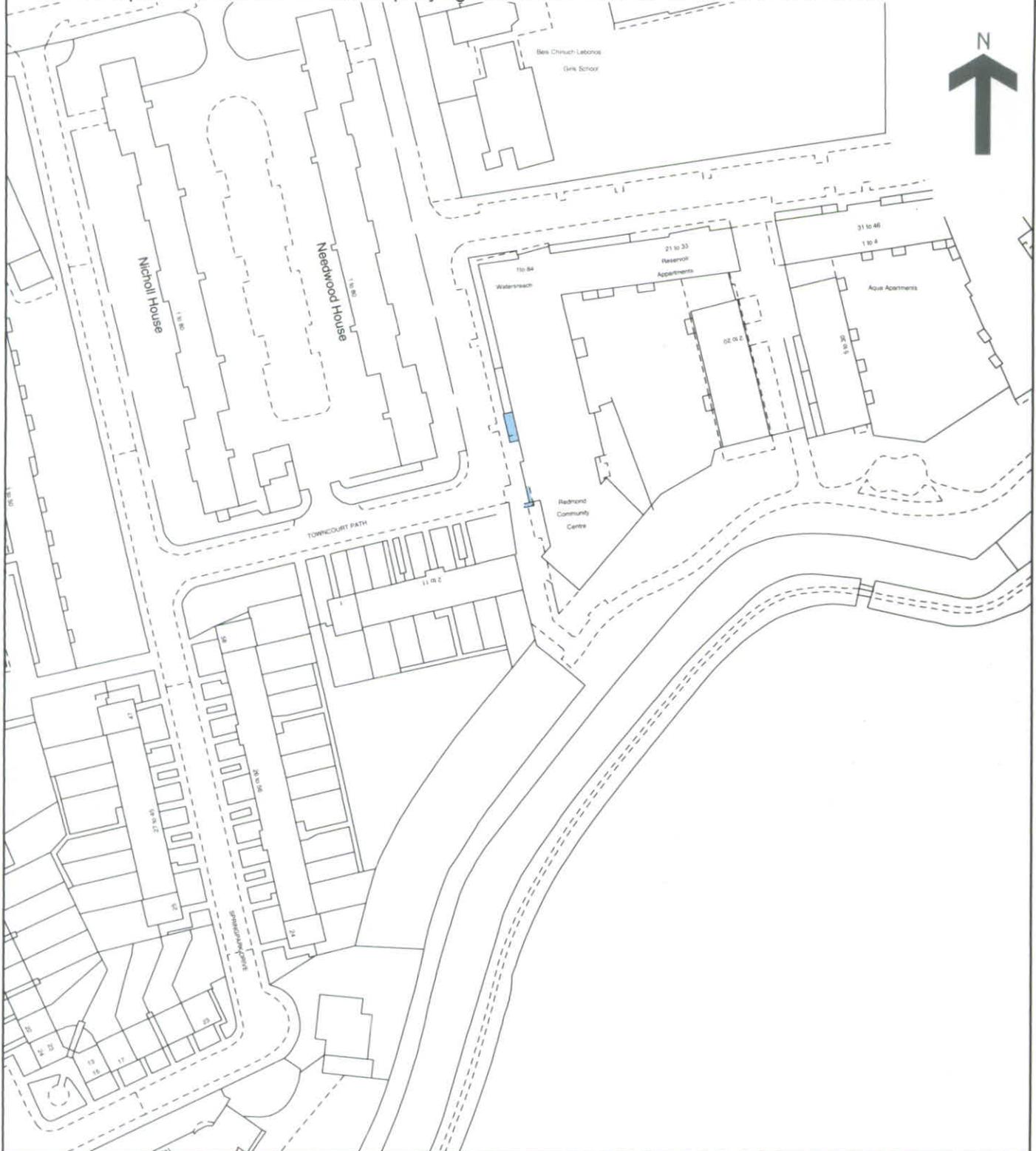
Land Registry Illustrative plan

Title number **AGL255835**
Ordnance Survey map reference **TQ3287SW**
Scale **1:1250**
Administrative area **Hackney**



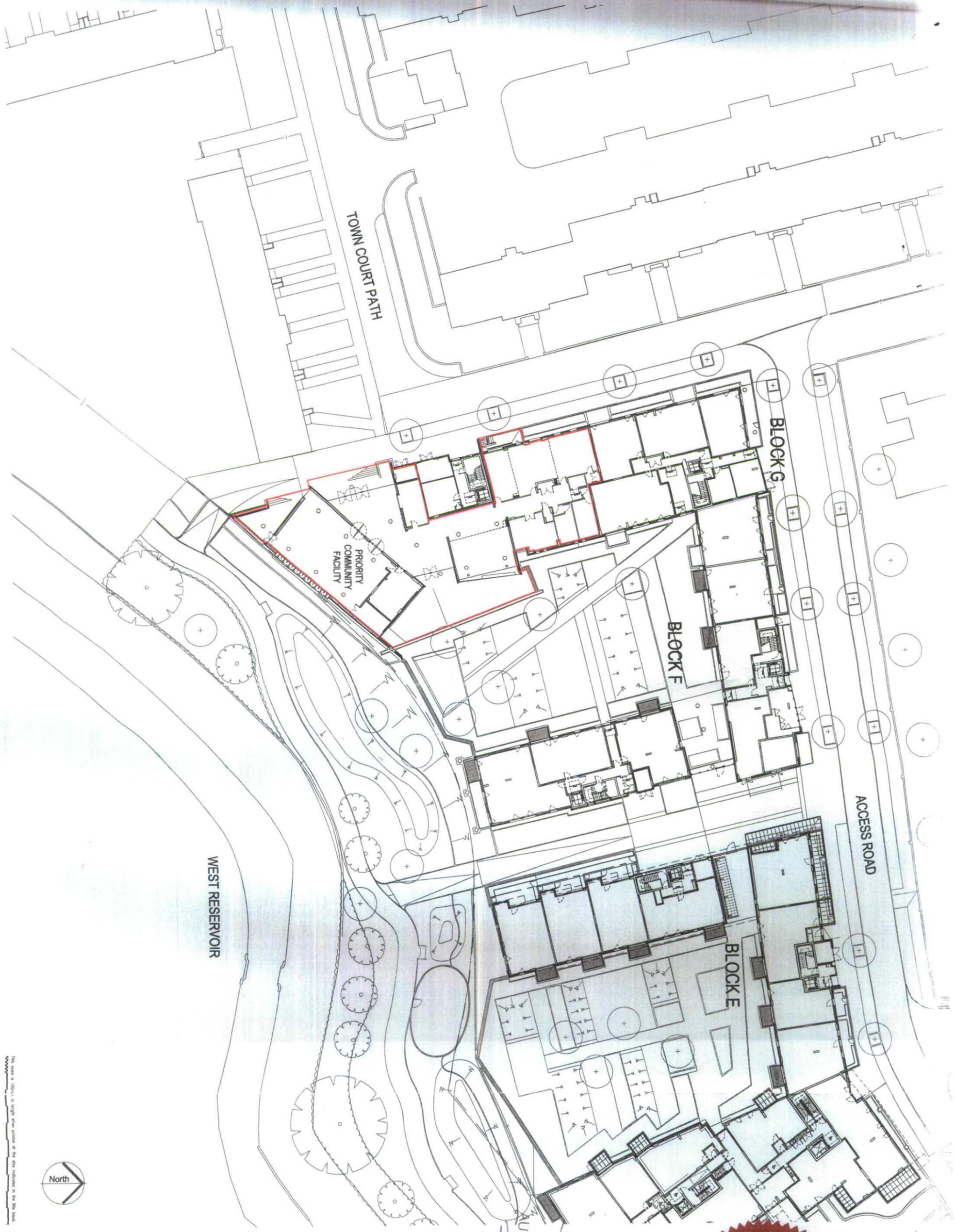
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This is the plan referred to in the accompanying letter dated 13/06/2012 Title no. AGL255835



This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.





ACCESS ROAD

BLOCK G

BLOCK F

BLOCK E

TOWN COURT PATH

WEST RESERVOIR



[Signature]
 AUTHORIZED SIGNATURE
 SECRETARY

ENTERED IN SEAL FILED
 114
 TER 11



- NOTES
1. The Contractor shall ensure that all construction is in accordance with the approved plans and specifications.
 2. All dimensions shall be measured from the finished ground level unless otherwise stated.
 3. All work shall be completed by the date specified in the contract documents.
 4. All work shall be completed by the date specified in the contract documents.



The scale is 1:500, in which every printed or blue line indicates in the field.

Rolfe Judd
 Architects, Planners
 201 Chappaqua Road, Chappaqua, NY 10917
 Phone: 845.361.1111
 Fax: 845.361.1112
 Website: www.rolfejudd.com

Client: BERKELEY HOMES (CAPITAL) P.L.L.C.

Project: WOODBERRY DOWN
 KICK START SITE ONE

Drawing: PRIORITY COMMUNITY FACILITY
 CONVEYANCING PLAN

Scale: 1:500 (A3)
 Date: MAY 2011

Drawn by: 4748 / A.G.(S0)PCF
 CAD File No: C:\V\181\A_S\Draw\KICKSTART\A_025017
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