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Title Number AGL335467

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Dated

13 January 2015

Underlease by reference to superior lease

Redmond Community Centre, Kayani Avenue, Woodberry Down, London N4

between

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY

and

MANOR HOUSE DEVELOPMENT TRUST

GIFTY EDILA

Corporate Director of Legal HR and Regulatory services
London Borough of Hackney
Town Hall
Mare Street
London E8 1EA
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Schedule

Appendix

No table of contents entries found.

PRESCRIBED CLAUSES

LR1. Date of lease

13 January

2014~~5~~

LR2. Title number(s)

LR2.1 Landlord's title number(s)

AGL255835

LR2.2 Other title numbers

EGL554339 and AGL228802

LR3. Parties to this lease

Landlord

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
HACKNEY of Town Hall, Mare Street, London E8 1EA

Tenant

MANOR HOUSE DEVELOPMENT TRUST of Redmond Community Centre,
Kayani Avenue, London N4 2HF (Company registered number: 06203804)

Other parties

None

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 "Property" in *clause 1.1* 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.

See clause 24

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

Superior Lease being the lease by virtue of which the Landlord holds the Property, which is dated 12 August 2011 and made between Genesis Housing Association Limited and The Mayor and Burgesses of the London Borough of Hackney and any documents made supplemental to it.

LR6. Term for which the Property is leased

The term as specified in this lease at *clause 1.1* in the definition of "Contractual 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 included in *clause 1.1* of this lease in the definition of Incorporated Terms and specified in Schedule 2 of the Superior Lease.

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

The easements included in *clause 1.1* of this lease in the definition of Incorporated Terms and specified in clause Schedule 3 of the Superior Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

THIS LEASE is dated 13 January

2014 5

Parties

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY of Town Hall, Mare Street, London E8 1EA (the **Landlord**).
- (2) MANOR HOUSE DEVELOPMENT TRUST incorporated and registered in England and Wales with company number 06203804 whose registered office is at Redmond Community Centre, Kayani Avenue, London N4 2HF (the **Tenant**).

Background

- (A) The Landlord is entitled to possession of the Property under the terms of a Superior Lease (a copy of which has been given to the Tenant).
- (B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

Agreed Terms

1 Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Additional Sums means any sums equivalent to monies payable by the Landlord under the Superior Lease, whether or not reserved as rent.

Annual Rent means a rent of an amount equivalent to the Superior Rent.

Contractual Term means a term of fifteen years beginning on, and including the date of this lease and ending on, and including 12 January 2029. 30 CBH

Incorporated Terms means all of the terms, requirements, covenants and conditions contained in the Superior Lease except to the extent that they are inconsistent with the clauses written in this lease;

(a) including:

- (i) the definitions and rules of interpretation in the Superior Lease;
- (ii) the obligations to be observed by the Landlord (as tenant under the Superior Lease) except those specifically excluded in part (b) below;
- (iii) the agreements and declarations contained in the Superior Lease;
- (iv) the rights granted and reserved by the Superior Lease (including the right of re-entry and forfeiture); and



- Annotations
- BDY Hackney Mask
- LLPG Mailing Addresses
- BLD Land Registry Property Data
- OSMM Carto Text
- OSMM Topo Point
- OSMM Topo Line
- OSMM Topo Area
- Barts_Hackney_20k
- OS_10k_LiteColour
- OS_25k_LiteColour
- LBH_Overview

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Scale 1/1250 at A3

Redmond Community Centre - Lease Plan - Ground Floor Only



Centre = 532377 E 187416 N
 Date 14/8/2014

Produced by:
 Contact No:

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- (v) the third party rights, restrictions and covenants affecting the Property;
- (b) but excluding:
 - (i) the term granted by the Superior Lease;
 - (ii) the obligations on the Landlord (as tenant under the Superior Lease) to pay to the Superior Landlord the Superior Rent, Insurance Rent and Service Charge reserved by the Superior Lease;
 - (iii) the Superior Landlord's covenants; and
 - (iv) any other terms of the Superior Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

Insurance Rent means an amount equivalent to the sums payable by the Landlord under clause 3.4 of the Superior Lease.

Insured Risks means the risks insured against by the Superior Landlord as defined in the Superior Lease.

LTA 1954 means Landlord and Tenant Act 1954.

Permitted Use means the use of the Property permitted by the Superior Lease

Plan means the plan attached to this lease marked "Plan".

Property means the premises known as Redmond Community Centre, forming part of the Ground Floor of Block G, on the former school site on the Woodberry Down Estate, London N4 2HF shown edged red on Plan as more fully described in the Superior Lease.

Rent Commencement Date means the date of the lease.

Rent Payment Dates means 25 March, 24 June, 29 September and 25 December.

Service Charge means an amount equivalent to the sums payable by the Landlord (as tenant) under clause 3.2 of the Superior Lease.

Services means the services provided by the Superior Landlord to, and for the benefit of the tenants and occupiers of, the Estate as specified in part 1 of Schedule 4 of the Superior Lease.

Service Level Agreement mean the Agreement dated *13 January 2014* between The Mayor and Burgesses of the London Borough of Hackney and

Superior Landlord means the landlord for the time being of the Superior Lease.

13 Registration and notification of dealings and occupation

13.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any further underlease or other interest out of this lease, or out of any interest, further underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

13.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall without delay following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall ensure (or shall procure) that any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of the Tenant's title (and where applicable official copies of the undertenant's title).

13.3 No later than one month after a Transaction, the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50 plus VAT.

13.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

14 Closure of the registered title of this lease

Within one month of the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

15 Returning the Property to the Landlord

At the end of the term, the Tenant shall return the Property to the Landlord in the condition required by this lease.

16 Use

The Tenant shall not use the Property for any purpose other than the Permitted Use.

17 Indemnity

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of the Tenant's Covenants, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or any areas over which the Tenant has rights under this lease with the actual or implied authority of any of them.

18 Landlord's covenants

- 18.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 18.2 Subject to the Tenant paying the rents reserved by this lease and observing the Tenant's Covenants the Landlord shall pay the rents reserved by the Superior Lease.
- 18.3 At the request and cost of the Tenant on a full indemnity basis the Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists and, if reasonable, the Landlord may require from the Tenant reasonable security to be paid in advance for anticipated costs.
- 18.4 If the Superior Lease is surrendered, the Landlord shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlord's Covenants immediately prior to the surrender of the Superior Lease.
- 18.5 The Landlord shall be responsible for the repair and maintenance of the Mechanical and Electrical installations within the property at the cost of the Tenant by way of a separate charge.

19 Liability

- 19.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

Superior Landlord's Covenants means the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Lease means the lease by virtue of which the Landlord holds the Property, which is dated 12 August 2011 and made between Genesis Housing Association Limited and The Mayor and Burgesses of the London Borough of Hackney and any documents made supplemental to it.

Superior Rent means the annual rent payable by the Landlord under clause 3.1 of the Superior Lease.

Tenant's Covenants means the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

VAT means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 For the purposes of this lease only, references to the landlord and tenant in the Superior Lease shall be read as references to the Landlord and Tenant in this lease and matters in the Superior Lease requiring the consent or approval of the Superior Landlord, shall also require the consent of the Landlord on the same terms.

2 Grant

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 The matters excepted and reserved by the Superior Lease for the benefit of the Superior Landlord are excepted and reserved for the benefit of the Landlord and the Superior Landlord by this lease.

2.3 The Landlord reserves the right to enter onto the Property, with or without workmen and equipment, for any purpose necessary to enable the Landlord to comply with its covenants under the Superior Lease whether or not:

- (a) the obligation to comply with the relevant covenants has been imposed upon the Tenant by the terms of this Lease;
- (b) the Tenant is in breach of the relevant covenants.

2.4 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.5 The Tenant covenants to comply with the Tenant's Covenants.

2.6 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent;
- (b) the Service Charge;
- (c) the Insurance Rent;

- (d) the Additional Sums;
- (e) all interest payable under this lease; and
- (f) any other sums due under this lease.

3 The Superior Lease

For the purposes of this lease only, the terms of the Superior Lease shall be varied as set out in the Schedule and this lease shall be read and construed accordingly.

4 The Annual Rent

- 4.1 The Tenant shall pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates if demanded.

5 Insurance

- 5.1 Notwithstanding that the Tenant is obliged to pay the Insurance Rent in respect of the Insured Risks, the Landlord may also insure against its public liability in respect of the Property.
 - 5.2 The Tenant shall pay to the Landlord on demand:
 - (a) the Insurance Rent; and
 - (b) the sums expended by the Landlord in complying with clause 5.1.
 - 5.3 The Landlord shall be entitled to retain for itself any agency fee or other commission paid or allowed by the insurers.
 - 5.4 The tenant shall commission and maintain a Fire Risk Assessment (FRA) and shall comply with all recommendations received from the FRA and shall be responsible for the regular and periodic implementation renewal and updating of all recommendations received from the FRA.
 - 5.5 The tenant shall ensure the weekly testing of the fire alarm the monthly testing of the emergency lighting and the and shall ensure that the results of all tests are logged on a regular basis.
 - 5.6 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- ### **6 Compliance with laws**
- 6.1 The Tenant shall comply with all laws relating to:
 - (a) the Property and the occupation and use of the Property by the Tenant;

- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 6.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 6.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 6.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 6.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 6.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 6.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

7 Service Charge and Additional Sums

The Tenant shall pay to the Landlord on demand:

- 7.1 the Service Charge; and
- 7.2 the Additional Sums; and
- 7.3 any other sums due under this lease.

8 VAT

- 8.1 All sums payable by the Tenant, whether reserved as rent under this lease or otherwise, are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 8.2 Every obligation on the Tenant under or in connection with this lease to pay, refund or indemnify the Landlord or any other person in respect of any money or against any liability includes an obligation to pay, refund or indemnify that person against any VAT, or an amount equal to any VAT, that may be chargeable in respect of that sum.

9 Set-off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10 Registration of this lease

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the Tenants title within one month of the registration being completed.

11 Consents

Where the consent or approval of the Landlord is required to any act or thing under this lease the following shall apply:

- 11.1 If it is a requirement of the Superior Lease that the consent or approval of the Superior Landlord is required to the act or thing it shall be a condition precedent that the consent of the Superior Landlord is also obtained to the act or thing; and
- 11.2 The Landlord shall, at the cost of the Tenant, use all reasonable endeavours to obtain the consent or approval of the Superior Landlord where this is a requirement of the Superior Lease and where the Landlord is under an obligation not to unreasonably withhold its consent to the act or thing for which consent or approval is sought; and
- 11.3 In this lease references to the consent or approval of the Superior Landlord shall include references to the consent or approval of any other party from whom the Superior Landlord is obliged to obtain consent or approval.

12 Alienation

The Tenant shall not assign or underlet the whole or any part of the Property.

19.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

19.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time.

20 Entire agreement

20.1 This lease and any documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

20.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on any representation or warranty (whether made innocently or negligently) made before the date of this lease.

20.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

20.4 Nothing in this clause shall limit or exclude any liability for fraud.

21 Governing law and jurisdiction

21.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

22 Exclusion of sections 24-28 of the LTA 1954

22.1 The parties confirm that:

(a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into [a certified copy of which notice is annexed to this lease];

(b) *Paul Reading* who was duly authorised by the Tenant to do so made a statutory declaration dated *12 Jan 2015* in accordance with the requirements of section 38A(3)(b) of the LTA 1954 [~~a certified copy of which statutory declaration is annexed to this lease~~]; and *L B 11*

(c) there is no agreement for underlease to which this lease gives effect.

22.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

23 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 [but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act].

24 The Property will, as a result of this lease, be held by (or in trust for) Manor House Development Trust (charity number 1127604), a non-exempt charity, and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply to the Property (subject to section 177(3) of that Act)."

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

VARIATION TO THE SUPERIOR LEASE

1 Addition of new clauses

1.1 For the purposes of this Lease the following clause shall be added:

Break Option

If the Tenant fails to meet its obligations under the Service Level Agreement the Landlord may terminate the Lease at the end of the fifth year of the term (~~12 January~~ 2019) or at the end of the tenth year of the term (~~12 January~~ 2024) provided that Landlord shall give to the Tenant no less than six months prior written notice served on the Tenant. LBH

Any termination will be subject to any existing breaches of the Lease.

EXECUTED as a DEED by affixing the Common Seal of THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY in the presence of:-



PATRICIA NARES OR
HEAD OF COMMERCIAL

.....
Authorised Signatory

Executed as a deed by MANOR HOUSE DEVELOPMENT TRUST acting by

, a director and

.....
[SIGNATURE OF FIRST DIRECTOR]

Director

secretary director OR

.....
[SIGNATURE OF SECOND DIRECTOR OR SECRETARY]

[Director OR Secretary]