

From: [REDACTED]
To: [REDACTED]
Cc: [Simon Powell](#)
Subject: RE: GSQ Service charge
Date: 23 May 2024 09:35:47
Attachments: [image001.png](#)
[image002.png](#)

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED],

Trust you are well.

I have not been able to discuss with the managing agent as the main estate manager [REDACTED] until Tuesday next week.

I would rather have the conversation first and understand the legitimacy whether the proportion could be more heavily weighted to commercial before committing to something we are looking at as an option.

Many thanks,

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Wednesday, May 22, 2024 9:16 AM
To: [REDACTED]@macegroup.com>; [REDACTED]
[REDACTED]@macegroup.com>
Cc: Simon Powell [REDACTED]
Subject: RE: GSQ Service charge

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Hi [REDACTED]

In our response to our enquiry (which we would like to issue this week) can we add a sentence that says –

“We understand that Mace and the Managing Agent are looking into whether the proportion split of costs between residential and commercial service charge payees could be varied to reduce the proportion attributed to the residential element. They have also confirmed that they are working with the Residents Steering Group and the Managing Agent to allow residents great involvement with how the space is managed moving forwards.”

Many thanks

[REDACTED]

Classification - Public

From: [REDACTED]@macegroup.com>
Sent: 21 May 2024 12:01
To: [REDACTED]@london.gov.uk>; [REDACTED]@macegroup.com>
Cc: Simon Powell <[REDACTED]>
Subject: RE: GSQ Service charge

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[REDACTED],
I will have to review the leases and discuss with the Managing Agent. We would have to discuss this the commercial tenants too.
Let me have a look and get back to you.
Many thanks

[REDACTED]

Classification - Public

From: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Sent: Tuesday, May 21, 2024 11:24 AM
To: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>; [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Cc: Simon Powell <[\[REDACTED\]](mailto:[REDACTED])>
Subject: RE: GSQ Service charge

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[REDACTED],
Thank you for this information.
Would there be any scope to increase the proportion payable by the commercial uses around the square, who arguably benefit the most from the space?
Kind regards
[REDACTED]

[REDACTED]

Classification - Public

From: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Sent: 17 May 2024 11:35
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Cc: Simon Powell <[\[REDACTED\]](mailto:[REDACTED])>
Subject: RE: GSQ Service charge

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[REDACTED],
Please see redacted lease attached.
Please can I point your attention to Schedule 6 Part 1 – Estate Aspect of the service charge costs and also the definition of the Estate in the Lease Particulars and also Communal Areas – I have copied below for reference.
Note – this lease is a Block 1 lease but all leases have the same clauses within for obvious reasons.



Furthermore, please see attached spreadsheet which breakdowns the annual cost for the maintenance of the Lambarde Square solely and form an aspect of the Part 1 costs within the Service Charge. These costs are split based on each units sq. ft contribution to the overall estate and hence the breakdown to £0.09 / sq.ft per year as per the letter.
Let me know if you have any questions on this.
Many thanks,

[Redacted signature]

Classification - Public

From: [Redacted] <[Redacted]@london.gov.uk>
Sent: Tuesday, May 14, 2024 11:55 AM
To: [Redacted] <[Redacted]@macegroup.com>; [Redacted] <[Redacted]@macegroup.com>
Cc: Simon Powell [Redacted]
Subject: RE: GSQ Service charge

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Just those that relate to the Square please.
Many thanks

[Redacted signature]

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Cc: Simon Powell [Redacted]
Subject: RE: GSQ Service charge

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Would you need that for all schedules or just the schedule that relates to the Estate Costs of which the maintenance of the Square comes under.
Many thanks,

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Sent: Tuesday, May 14, 2024 9:27 AM
To: [REDACTED] <[REDACTED]@macegroup.com>; [REDACTED] <[REDACTED]@macegroup.com>
Cc: Simon Powell <[REDACTED]>
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[REDACTED],
In terms of Point 3 it was less the actual %s on individual leases and more around the clauses & schedules of what can and can't be charged and how the split between commercial & residential leases works.

An example residential lease and a brief explanation of how the split between residential and commercial would be helpful, just so we understand the mechanism.

Hope that is possible.

[REDACTED]
[REDACTED]

Classification - Public

From: [REDACTED] <[REDACTED]@macegroup.com>
Sent: 14 May 2024 08:01
To: [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@macegroup.com>
Cc: Simon Powell <[REDACTED]>
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Trust you are well.

I have asked our managing agent to provide a full breakdown. I have a copy of the cost associate specially for the Square however I want to like to double check before issuing. The letter has not been issued as of yet due to the above point however a draft of the letter is below with numbers highlighted in yellow subject to slightly change.

Dear Residents and Leaseholders,

We are writing in response to a letter dated 12th March 2024 in relation to Public Square known as Lambarde Square in the Heart of East Greenwich Development.

The original S106 agreement dated 31st March 2009 was signed over 15 years ago. Over this long period, public institutions have changed in operation, structure, and financing. Whilst the S106 did originally intend for the Council to adopt the Square and, despite a comprehensive options analysis and discussions with the Council, adoption was deemed unfeasible. We acknowledge that this is not in alignment with the original position stated in the S106, however it was jointly agreed that the Square remains part of the estate and will transfer to the Management Company under the legal route via the Development Agreement. In essence, the management of the Public Realm will, in the future, be delivered by the nominated leaseholder Directors of the Management Company - giving residents greater control.

Whilst Lambarde Square is a public area, it forms a central feature of the estate, for the primary purpose of offering amenity to Greenwich Square residents and leaseholders.

The costs in managing the public square forms part of the Schedule 1 of the lease and is paid for by all commercial and residential leaseholders. The cost of managing the public square on an annual basis is £43.6k to residential leaseholders. Across 686 homes, this equates to on average £0.08 per sq. ft per year.

In terms of the faults that you have raised in your letter, these are in the process of being rectified and resolved and we look forwarding working with residents to address these issues

and understand how best to utilise Lambarde Square. Some of the faults raised are being investigated as latent defects and will be resolved with the original contractor at no cost to residents. We will work with residents at next Residents Steering Group to provide a clear way forward on the actions being undertaken to remediate these issues.

In terms of point 3, can you please confirm what it is you are looking for as each lease contains percentages rather than service charge amounts with clauses and schedules to determine what can be charged in such.

[REDACTED]

Classification - Public

From: [REDACTED] <[REDACTED]@london.gov.uk>

Sent: Monday, May 13, 2024 10:22 AM

To: [REDACTED] <[REDACTED]@macegroup.com>

Cc: [REDACTED] <[REDACTED]@macegroup.com>; Simon Powell [REDACTED]

Subject: RE: GSQ Service charge

Importance: High

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[REDACTED],

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I have just received [REDACTED] out of office and was hoping you can help us out with the request below in [REDACTED] absence?

[REDACTED]

[REDACTED]

From: [REDACTED]

Sent: 13 May 2024 10:17

To: [REDACTED] <[REDACTED]@macegroup.com>

Subject: GSQ Service charge

Importance: High

[REDACTED],

I have discussed internally this morning and we are trying to understand the current position better and have some questions that we hope you can help with. Could you please share:

- How the costs associated with the Square have been apportioned between the residential & commercial properties (ideally with the actual numbers).
- A copy of the letter to leaseholders you are about / have sent out.
- A copy of the service charge provision within a standard residential lease and that within the commercial ones.

If you could share these as a matter of urgency that would be greatly appreciated.

[REDACTED]

[REDACTED]

We are London. Find out about the work of the Mayor, the London Assembly, and the Greater London Authority. <https://www.london.gov.uk/>

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 17 May 2024 11:35
To: [REDACTED]
Cc: Simon Powell
Subject: RE: GSQ Service charge
Attachments: 160524 - Lease Template_Redacted.pdf; Lambarde Square 24.25 (01).xlsx

Follow Up Flag: Follow up
Flag Status: Flagged

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Please see redacted lease attached.

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Note – this lease is a Block 1 lease but all leases have the same clauses within for obvious reasons.

5	Estate	The land and buildings described in Schedule 1 known for development purposes as land at Vanbrugh Hill, East Greenwich, London as shown edged blue on the Estate Plan together with any adjoining or neighbouring land or buildings which the Landlord may from time to time designate as an extension to the Estate but excluding the land and buildings which the Landlord may from time to time designate as not being part of the Estate and following the grant of Headlease 2 the Estate shall include Block 3 and following the grant of Headlease 3 the Estate shall include the land edged and hatched light blue on the Estate Plan
---	---------------	---

Communal Areas: means (until adopted) all hard and soft landscaped external common areas within the Estate all roads, footpaths and accessways and Service Installations serving the said areas.

Furthermore, please see attached spreadsheet which breakdowns the annual cost for the maintenance of the Lambarde Square solely and form an aspect of the Part 1 costs within the Service Charge. These costs are split based on each units sq. ft contribution to the overall estate and hence the breakdown to £0.09 / sq.ft per year as per the letter.

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- ☐ A copy of the service charge provision within a standard residential lease and that within the commercial ones.

If you could share these as a matter of urgency that would be greatly appreciated.

Many thanks

Hadley Mace Limited
Lessor

and


Lessee

and

Greenwich Square Limited
Management Company

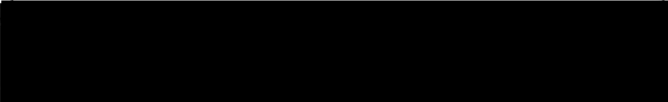
Lease


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Land Registry Particulars
Prescribed Clauses

LR1	Date of the lease	24 th October 2014
LR2	Title number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>Blocks 1 & 2: TGL369613</p> <p>LR2.2 Other title number(s)</p> <p>TGL377327</p> <p>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p>
LR3	<p>Parties to this lease</p> <p>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated</p>	<p>Landlord</p> <p>HADLEY MACE LIMITED (company number 06987720) whose registered office is at 843 Finchley Road, London, NW11 8NA</p> <p>Tenant</p> <p>[REDACTED]</p> <p>Other Parties:</p> <p>GREENWICH SQUARE LIMITED (Company Number 08220809) whose registered office is at 843 Finchley Road, London, NW11 8NA (the Management Company)</p>
LR4	<p>Property</p> <p>Insert a full description of the land being leased</p> <p>Or</p> <p>Refer to the Clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described</p> <p>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be</p>	<p>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</p> <p>[REDACTED]</p>

	specified	
LR5	<p>Prescribed statements</p> <p>If this lease includes a statement falling within LR5.1, insert under that sub-Clause the relevant statement or refer to the Clause, schedule or paragraph of a schedule in this lease which contains the statement</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease</p>	<p>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</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>None</p>
LR6	<p>Term for which the Property is leased The term is as follows:</p> <p>Include only the appropriate statement (duly completed) from the three options.</p> <p>NOTE: The Information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003</p>	999 years (less three days) from 9 October 2012
	<p>Premium</p> <p>Specify the total premium include of any VAT where payable</p>	
LR8	Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions

LR9	Rights of acquisition	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10	Restrictive covenants given in this lease by the Lessor in respect of land other than the Property	None
LR11	<p>Easements</p> <p>Refer here only to the Clause, schedule or paragraph of a schedule in this lease which sets out the easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Schedule 4</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Schedule 5</p>
LR12	Estate rent charge burdening the Property	None
LR13	<p>Application for standard form of restriction</p> <p>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this Clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction</p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the Title of the Property</p> <p>RESTRICTION: - "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a certificate signed by the proprietor for the time being of the registered estate comprising the reversion immediately expectant on the determination of the registered lease or by a conveyancer that the provisions of paragraph 27 of Schedule 8 of the registered lease have been complied with"</p>

	<p>you are applying for</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003</p>	
LR14	<p>Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements</p> <p>If the Tenant is more than one person, complete this Clause by omitting or deleting all inapplicable alternative statements</p>	<p>[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]</p> <p>[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]</p> <p>[OR</p> <p>The Tenant is more than one person. They are to hold the Property on Trust.]</p>

Lease Particulars

1	Date of Lease	24 th October 2014
2	Lessor	HADLEY MACE LIMITED (company number 06987720) whose registered office is situate at 843 Finchley Road, London, NW11 8NA
3	Lessee	
4	Management Company	GREENWICH SQUARE LIMITED (Company Number 08220809) whose registered office is at 843 Finchley Road, London, NW11 8NA
5	Estate	The land and buildings described in Schedule 1 known for development purposes as land at Vanbrugh Hill, East Greenwich, London as shown edged blue on the Estate Plan together with any adjoining or neighbouring land or buildings which the Landlord may from time to time designate as an extension to the Estate but excluding the land and buildings which the Landlord may from time to time designate as not being part of the Estate and following the grant of Headlease 2 the Estate shall include Block 3 and following the grant of Headlease 3 the Estate shall include the land edged and hatched light blue on the Estate Plan
6	Demised Premises	
7	Rent	£1 per annum.
8	Term	999 years less three days from the Commencement Date
9	Commencement Date	9 October 2012
10	Premium	
11	Part A Proportion	0.0739%
12	Part B Proportion	Shall be: 1.2362% in respect of those Part B Costs relating to the internal parts of the building 0.5920% in respect of other Part B Costs.
13	Part C Proportion	Nil.
14	Part D Proportion	1.2362%

SAVE THAT the Part A, B, C and D Proportion may be subject to variation from time to time in accordance with the provisions of Clause 8.8.

Lease

Dated

24th October 2014

Between:

The parties to the Lease as listed in LR3

Whereas:

- (A) The Lessor is or is entitled to be the registered proprietor of the Estate and has constructed or is in the course of constructing the Buildings and related facilities within the Estate
- (B) The Lessor has previously granted leases of or intends hereafter to grant leases of the Properties forming part of the Estate as hereinafter defined each as separate and distinct properties and the Lessor has in every such residential lease imposed and intends in every future lease to impose mutatis mutandis the obligations set out in Schedule 8 to the intent that the lessee for the time being of any one of the residential units may enforce the observance by the lessee of any other of the residential units of the covenants in the form set out in Schedule 9 to the extent that such covenants are relevant and appropriate thereto
- (C) The Lessor has agreed to grant to the Lessee a lease of the Demised Premises for the Premium at the Rent and on the terms and conditions hereinafter appearing
- (D) The Management Company has agreed to join the Lease to undertake responsibility for the supply of services to the Estate for which the Lessee will pay the Lessee's Proportion of the Maintenance Expenses
- (E) The Lessor will transfer to the Management Company its Leasehold title and procure the transfer of the freehold of the Estate to the Management Company and the Management Company has agreed to accept a transfer of the leasehold and freehold interests within a reasonable time following the grant of the last of the leases of the Dwellings

It is agreed as follows:

1 Definitions

In this Deed unless the context otherwise requires:

Authorities: means any relevant highway drainage and planning authorities and undertakers or companies responsible for the supply of water gas electricity communication media or similar services.

Block: means the Building edged brown on the Estate Plan in which the Demised Premises are situated.

Block 3: means the Building edged purple on the Estate Plan.

Block 5: means the Building edged yellow on the Estate Plan.

Buildings: means the buildings within the Estate comprising all structural parts thereof including the roofs gutters rainwater pipes support structures foundations floors all walls bounding individual Dwellings therein and all external parts of the buildings and all Service Installations not used solely

for the purpose of an individual Dwelling but not the Garage or the CHP System and the expression "Building" has a corresponding meaning.

CHP System: means the system for the provision of heat in the form of space heating and hot water to the Estate and the Premises by the Energy Services Company or by the Lessor or Management Company when no such Energy Company has been appointed.

Common Parts: means any entrance halls passages landings lifts fire escapes staircases gardens and other parts of the Buildings which are used in common by the Lessee and other owners or occupiers of the Dwellings therein and which are not demised to the Lessee.

Communal Areas: means (until adopted) all hard and soft landscaped external common areas within the Estate all roads, footpaths and accessways and Service Installations serving the said areas.

Demise Plan: means the demise plan annexed to this Lease.

Dwellings: means the Properties and the Demised Premises forming the Buildings or the Block (as the context permits) and a Dwelling means any one of them following the grant of the lease of the last of the Dwellings to that Dwelling's tenant by the Lessor.

Energy Service Company: means SSE Heat Networks Limited or any other company or organisation appointed by the Lessor or Management Company from time to time to move and/or procure the provision of heat to the Buildings.

Energy Supply Agreement: means an agreement for the supply of heat to the Estate to be entered into with an Energy Service Company.

Estate Plan: means the estate plan annexed to this Lease.

Estate Regulations: means any reasonable regulations made by the Lessor or Management Company from time to time for the proper management and use of the Estate and notified to the Lessee in writing.

Exercise Period: means eighty years from the Commencement Date.

Garage: means the garage which is situated within the basement of Block 3 including (but not exclusively):

- (a) access ramp and any security facility of whatsoever nature co-extensive therewith;
- (b) the entirety of the slab separating each level of the said garage;
- (c) all of the floor slab and the foundations thereunder on the lower level of the said garage;
- (d) the underside of the roof slab separating the said garage from the Buildings constructed directly thereover;
- (e) the inner surface of all the walls surrounding the said garage; and
- (f) all Service Installations by which the said garage draws direct benefit together with all fire protection systems and plant of whatsoever description (as the case may be).

Handover Date: the date that the Lessor transfers (or procures the transfer in respect of the freehold) to the Management Company the freehold and leasehold interests in the Estate.

Headlease: means a lease of part of the Estate dated 9 October 2012 made between (1) GLA Land and Property Limited and (2) the Lessor and registered at the Land Registry under title number TGL369613.

Headleases: means the Headlease, Headlease 2, Headlease 3 and Headlease 4.

Headlease 2: means a lease of part of the Estate (being Block 3) to be granted and to be made between (1) GLA Land and Property Limited and (2) the Lessor.

Headlease 3: means a lease of the area edged and hatched light blue on the Estate Plan to be granted and to be made between GLA Land and Property Limited and (2) the Lessor.

Headlease 4 means a lease of part of the Estate dated 25 March 2013 and made between (1) GLA Land and Property Limited and (2) the Lessor and registered at the Land Registry under title number TGL377327.

Heat Charge: means the reasonable and proper cost incurred by or on behalf of the Lessor or Management Company of providing heat to the Demised Premises through the CHP System based on actual usage by the Lessee as determined by meter readings.

Insured Risks: means (insofar as the same are insurable at normal rates) fire explosion lightning aircraft aerial devices articles dropped from aircraft or aerial devices storm tempest tidal incursion flood impact riot malicious damage civil commotion terrorism subsidence landslip earthquake (fire and shock) and bursting and overflowing of water tanks apparatus and pipes and such other risks as the Lessor or from the Handover Date the Management Company may from time to time reasonably require to be insured against subject to all usual excesses and exclusions imposed by the insurers.

Lessee: includes the person for the time being entitled to the Term and where the Lessee is more than one person all covenants and agreements on the part of the Lessee herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee.

Lessee's Proportion: means the proportion of the Maintenance Expenses payable by the Lessee in accordance with the provisions of Schedule 7.

Lessor: includes the person for the time being entitled to the reversion immediately expectant upon the Term.

Maintenance Expenses: means the moneys actually expended or reserved for periodical expenditure by or on behalf of the Lessor or the Management Company at all times during the Term in carrying out the obligations specified in Schedule 6.

Maintained Property: means those parts of the Estate which are more particularly described in Schedule 2 and the maintenance of which is the responsibility of the Lessor or from the Handover Date the Management Company.

Part B Costs: means the costs in connection with the matters contained in Part 2 of Schedule 6.

Plans: means the Demise Plan and the Estate Plan.

Properties: means the flats town houses and maisonettes (other than the Demised Premises) and the commercial premises within the Buildings and "Property" shall mean any one of them.

Service Installations: means sewers drains channels pipes watercourses gutters mains wires cables conduits aerials tanks apparatus for the supply of water (including all pumps of whatsoever description) petrol interceptors sump pumps electricity gas (if any) or telephone or television signals or for the disposal of foul or surface water heating power hot water supply air extraction or door entry/security and/or fire protection systems petrol interceptors and all other conducting media which are now constructed or which may be constructed in on under or over the Estate which serve the Dwellings and which for the avoidance of doubt includes all/any meters and equipment for the monitoring of consumption of heat and/or power.

Superior Landlord: means the person in whom the term of the Headlease is vested from time to time.

Town House means the town houses forming part of Block 5.

2 Interpretations

- 2.1 Words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa.
- 2.2 Persons include companies and all other legal entities.
- 2.3 References to Clauses schedules and paragraphs are to Clauses schedules and paragraphs in this Lease and all headings do not form part of this Lease and shall not be taken into account in its construction or interpretation.
- 2.4 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time.
- 2.5 Any covenant by the Lessee not to do any act matter or thing shall be construed as including a covenant by the Lessee that such act matter or thing shall not be done.
- 2.6 Where any party to this Lease comprises more than one person then the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons.
- 2.7 References to the Demised Premises, the Block, the Building, the Estate, the Dwellings or the Properties shall include reference to any part of them.

3 Demise

IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged by the Lessor) and of the Rent

hereinafter reserved and contained the Lessor with full title guarantee HEREBY DEMISES AND CONFIRMS unto the Lessee ALL AND SINGULAR the Demised Premises TOGETHER WITH the rights set out in Schedule 4 to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to (including, inter alia, the provisions of the Headleases), the Lessee's covenants hereinafter contained, the burden of the covenants and/or agreements already entered into by the Lessor with the transferees lessees or tenants of any of the Properties for the observance of the Estate Regulations and SUBJECT ALSO TO the rights set out in Schedule 5 (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) TO HOLD the same unto the Lessee for the Term calculated from the Commencement Date YIELDING AND PAYING THEREFOR during the Term the Rent AND ALSO paying by way of further or additional rent the Lessee's Proportion payable at the times and in the manner provided in Schedule 7 and any other sums due under this Lease.

PROVIDED the Lessee covenants that unless the Lessee is notified otherwise by the Lessor until the Handover Date, the Lessee shall make the payments referred reserved as rent pursuant to this Lease (but not for the avoidance of doubt the Premium) to the Management Company.

4 The Lessee's Covenants

The Lessee for the mutual protection of the Lessor and Management Company and of the lessees of the Properties HEREBY COVENANTS:

- 4.1 With the Lessor and by way of a separate covenant with the Management Company to observe and perform the obligations on the part of the Lessee set out in Schedule 8 and in Schedule 9 and to observe and perform all covenants and stipulations contained or referred to in the Charges Register of the title above referred to (with the exception of financial charges (if any)) and any local land charge registers as at the date of this Lease and/or in the Headleases so far as the same are still subsisting and relate to or affect the Demised Premises or to the rights granted in this Lease and to indemnify the Lessor and Management Company against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof.
- 4.2 With the lessees of the Properties to observe and perform the obligations on the part of the Lessee set out in Schedule 9.
- 4.3 With the Lessor to contemporaneously apply to the Chief Land Registrar in Form RX1 (or in any other superseding form which may be current on the date hereof) for entry in the proprietorship register of the registers of title opened for the Demised Premises a restriction in the following terms:

RESTRICTION — "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be completed by registration without a certificate signed by the proprietor for the time being of the registered estate comprising the reversion immediately expectant on the determination of the registered lease or by a conveyancer that the provisions of paragraph 27 of Schedule 8 of the registered lease have been complied with".

5 The Lessor's Covenants

- 5.1 For the purpose of this Clause, the following definitions shall apply:
- 5.1.1 Assignment: completion of:
- (a) a transfer or assignment by deed; or
 - (b) a transfer by operation of law which transfers or assigns the Original Landlord's reversionary interest in the Property, whether or not that transfer or assignment operates only in equity and whether or not it is registered at the Land Registry.
- 5.1.2 Original Landlord: Hadley Mace Limited, incorporated and registered in England and Wales with company number 06987720 whose registered office is at 843 Finchley Road, London, NW11 8NA.
- 5.1.3 Lessor Covenants: the covenants contained in Schedule 10 and Schedule 11.
- 5.2 Subject to paragraphs 1.1 to 1.4 of Schedule 11 the Lessor covenants with the Lessee and by way of a separate covenant with the Management Company to observe and perform the Lessor Covenants as contained in Schedule 10 and if the Management Company fails to do so, the Lessor Covenants contained in Schedule 11.
- 5.3 Following an Assignment, the Original Landlord shall not be liable for a breach of any of the Lessor Covenants of this Lease occurring after the Assignment. This shall not affect any right or remedy of the Lessee in respect of any breach of the Lessor Covenants of this Lease occurring before the Assignment.

6 Management Company Covenants

- 6.1 Subject to the provisions of Clause 6.6 and paragraphs 1.1 to 1.4 of Schedule 11 the Management Company covenants with the Lessor and the Lessee to observe and perform on behalf of the Lessor the Lessor Covenants in Schedule 11. These provisions shall apply to the Management Company to the same extent as they apply to the Lessor and the Management Company may, in carrying out its obligations under these provisions, exercise on behalf of the Lessor the rights granted to the Lessor under these provisions.
- 6.2 The Management Company shall supply to the Lessee such accounts relating to the Maintenance Expenses incurred by the Management Company and to permit the Lessee to inspect the accounts, records and receipts by appointment with the Management Company (or its managing agents).
- 6.3 The Management Company shall if requested by the Lessee in accordance with paragraph 5 of Schedule 11 enforce covenants against the lessees provided that the Lessee has:
- (a) provided the indemnity to the Management Company referred to in paragraph 5 of Schedule 11;
 - (b) the security referred to in paragraph 5 of Schedule 11; and

- (c) confirmed that it shall join in any action or proceedings if so requested by the Management Company.

PROVIDED ALWAYS THAT the Management Company shall provide the Lessor with such assistance as it shall require in connection with complying with its obligations under paragraph 5 of Schedule 11.

- 6.4 The Management Company shall indemnify the Lessor against all claims, liabilities, costs, expenses (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), damages and losses (including any diminution in the value of the Lessor's interest in the Estate and loss of amenity of the Estate arising out of or in connection with:
 - (a) any breach of any of the obligations or covenants given by the Management Company in this Lease; or
 - (b) any act or omission of the Management Company or its workers, contractors or agents or any other person at the Estate or the Buildings with the express or implied authority of any of them.
- 6.5 The Management Company shall admit the Lessee as a member of the Management Company in accordance with its articles of association.
- 6.6 Without prejudice to any rights or remedies that may have accrued to the Lessee against the Management Company prior to the Handover Date, the provisions of Clause 6.1, Clause 6.2, Clause 6.3, Clause 6.4 and Clause 6.5 shall cease to have effect upon the occurrence of the Handover Date.

7 Rent

The Lessee shall pay annually to the Lessor (if demanded) the Rent.

8 Agreements and Declarations

It is agreed as follows:

- 8.1 That if the Rent hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any material covenant by the Lessee or condition herein contained shall not be performed or observed by the Lessee then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor or the Management Company or the Lessee in respect of any antecedent breach or non observance by another party of the covenants or conditions herein contained PROVIDED ALWAYS THAT notice of contemplation of re-entry shall first be served on any mortgagee with an interest in the Demised Premises in respect of which details have previously been provided to the Lessor and no re-entry shall be effected until the expiry of 28 days after the service of any such notice and PROVIDED FURTHER THAT if within such time the Lessee or any mortgagee as aforesaid shall make payment or perform or observe any covenant or condition in respect of which notice of re-entry was or was to be served any such rights of re-entry and determination shall lapse.

- 8.2 That all rights and obligations of the Lessor and the Lessee respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested.
- 8.3 That nothing herein contained shall be construed as entitling the Lessee to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Estate.
- 8.4 Acting reasonably at all times and in the interests of good estate management the Lessor or Management Company shall have authority to make and at any time vary such Estate Regulations as they may think fit for the preservation of the amenities of the Estate or for the general convenience of the occupiers of the Dwellings subject to giving written notice thereof to the Lessee.
- 8.5 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice demand or instrument authorised to be served hereunder and any notice served by the Lessor shall be sufficiently served if served by any agent of the Lessor.
- 8.6 That the Lessee shall not be entitled to any right of access of light or air to the Demised Premises (except those expressly hereby granted) which would restrict or interfere with the free use of the adjoining or neighbouring land of the Lessor and/or the Superior Landlord for building or any other purpose.
- 8.7 If for any reason beyond the control of the Lessor the repair rebuilding or reinstatement of either the Block or the Demised Premises or the means of access thereto shall be incapable of performance following damage or destruction by any of the Insured Risks and subject to and provided as mentioned in Schedule 6 and Schedule 11 the obligations in Schedule 11 shall thereupon be deemed to have been discharged and the Lessor shall stand possessed of all monies paid to it under and by virtue of the insurance policy or policies upon trust to pay to the Lessee such proportion of the said monies as shall be fair and equitable such proportion to be agreed in writing between them or in default of agreement then as shall be determined in accordance with the provisions of paragraph 3 of Schedule 7.
- 8.8 If at any time (including retrospectively) it should become necessary or equitable to do so the Lessor or Management Company (acting reasonably) shall recalculate on a fair and equitable basis the percentage figure(s) comprised in the Part A, B, C and D Proportion (as applicable) of the lessee's proportion appropriate to all the Properties comprising the Estate and shall then notify the lessees accordingly and in such case as from the date specified in the said notice the Part A, B, C and D Proportion of the lessee's proportion so recalculated and notified to each Lessee (including the Lessee in respect of the Demised Premises) shall be substituted for that set out in the Particulars and paragraph 1 of Schedule 7 and Part A, B, C and D Proportion of the Lessee's Proportion so recalculated in respect of the Demised Premises shall be notified by the Lessor or the Management Company to the lessees thereof and shall be substituted for those set out in their leases.

- 8.9 All rights excepted and reserved to the Lessor shall also be excepted and reserved to the Superior Landlord.
- 8.10 A person who is not a party to this Lease (a "Third Party") has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act.
- 8.11 Any person undertaking an obligation under or by virtue of this Lease which is a landlord covenant for the purposes of the Landlord and Tenant (Covenants) Act 1995 does so only in respect of the period of time during which the reversion immediately expectant on the determination of the Term is vested in such person and not further or otherwise and the Lessee hereby agrees that upon the sale by the Lessor of the freehold reversion of the Demised Premises to provide a written release (for the purposes of the Landlord and Tenant (Covenants) Act 1995) of the Lessor's obligations and covenants contained in this Lease if so required by the Lessor.
- 8.12 It is acknowledged that the Lessee shall be under no obligation under the provisions of this lease to pay or contribute towards the "Land Price" as defined in the Development Agreement as defined in the Headleases.
- 8.13 The Lessee hereby consents to the transfer (if required) of the Headlease (or either of them) from the Lessor to the Management Company for the purposes of the Landlord and Tenant Act 1987.
- 8.14 Nothing contained in this Lease shall confer on, or grant to, the Lessee any easement, right or privilege other than those expressly granted by this Lease and Section 62 of the Law of Property Act 1925 shall not apply to this Lease.

Execution page





Ref: JHP/MWQ/1204968

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Clyde & Co LLP: registered in England and Wales No. OC326539. Registered Office: The St Botolph Building, 138 Houndsditch, London EC3A 7AR.

Schedule 1 : The Estate

ALL THAT piece of land known as Greenwich Square in the Royal Borough of Greenwich registered at the Land Registry in part under title numbers TGL369613 and TGL377327 shown edged blue on the Estate Plan with any adjoining or neighbouring land or buildings which the Lessor may from time to time designate as an extension to the Estate but excluding any land and buildings which the Lessor may from time to time designate as not being part of the Estate and following the grant of Headlease 2 shall include Block 3 and following the grant of Headlease 3 the Estate shall include the land edged and hatched light blue on the Estate Plan.

Schedule 2 : The Maintained Property

- 1 The Maintained Property shall comprise (but not exclusively):
 - 1.1 The Communal Areas, the refuse stores bicycle stores and the management office.
 - 1.2 The structural parts of the Buildings (other than the Town Houses) including the roofs gutters rainwater pipes foundations floors lift shafts and walls bounding individual Dwellings (other than the Town Houses) therein and all external parts of the Buildings (other than the Town Houses) including all decorative parts.
 - 1.3 The Common Parts.
 - 1.4 All window frames and decorative finishes of such window frames forming part of the demise of any of the Dwellings (other than for the Town Houses).
 - 1.5 All Service Installations not used exclusively by any individual Dwelling save for those belonging to a statutory undertaker or public utility or the Energy Service Company.
 - 1.6 The Garage.
- 2 Excepting and Reserving from the Maintained Property:
 - 2.1 The glass and the external doors of the Dwellings SAVE FOR the external decorative parts of the said window frames and doors which (for the avoidance of all doubt) other than for the Town Houses shall form part of the Maintained Property.
 - 2.2 All interior joinery plaster work tiling and other surfaces of walls the floors down to the upper side of the joists slabs or beams supporting the same and the ceilings up to the underside of the joists slabs or beams to which the same are affixed to the Dwellings.
 - 2.3 All Service Installations utilised exclusively by individual Dwellings.
 - 2.4 The CHP System.

Schedule 3 : The Demised Premises

- 1 ALL THAT flat as described in paragraph 6 of the Particulars shown edged red on the Demise Plan being part of the Block TOGETHER WITH:
 - 1.1 The doors (and any glass within the doors) and glass within the windows but not the external decorative surfaces of the windows or the window frames themselves.
 - 1.2 The interior faces of the ceilings (and decorative finishes applied) up to the underside of the joists slabs or beams to which the same are affixed.
 - 1.3 The floor finishes and the floors down to the upper side of the joists slabs or beams supporting the same.
 - 1.4 The inner plaster face (and decorative finishes applied) of all external or structural walls.
 - 1.5 All internal walls which are not main structural walls and which do not separate the Demised Premises from adjoining Properties or the internal common parts of the Building.
 - 1.6 Half of any non-structural walls (severed medially) which may separate the Demised Premises from any adjoining Properties or from the internal common parts of the Building in which the Demised Premises are situate.
 - 1.7 All Service Installations utilised exclusively by the Demised Premises save for those belonging to a statutory undertaker or public utility or the Energy Service Company.
- 2 Excepting and Reserving from the Demised Premises the main structural parts of the Block including the roof foundations and all the external parts thereof.

Schedule 4 : Rights Included in the Demise

- 1 The right (in common with the Lessor and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Estate.
- 2 The right of support and shelter for the Demised Premises by and from the other parts of the Estate and the Block.
- 3 The right to the benefit of the covenants entered into or to be entered into by the lessees of the Properties with the Lessor for the observance and performance of the covenants in or substantially in the form set out in Schedule 8.
- 4 Such rights of access to and entry upon the other parts of the Estate on reasonable prior written notice as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises, the Lessee in exercising such rights causing as little damage as possible and making good any damage caused as soon as shall be reasonably practicable.
- 5 The right for the Lessee and the tenants or occupiers of the Demised Premises or their visitors (in common with all other persons having the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the Demised Premises only with or without vehicles (as appropriate) over and along the Communal Areas and Common Parts (but in respect of the Common Parts the Lessee will only have rights over the Common Parts in the Block).
- 6 The right in common with all others entitled to a similar right to use (as may have been provided) for the reasonable purpose intended:
 - 6.1 The communal television reception system.
 - 6.2 The Communal Areas.
- 7 The right to the exclusive use of any balcony or terrace immediately adjacent to and accessible from the Demised Premises as shown outlined in green on the Demise Plan.
- 8 The right to use any bicycle store on a first come first served basis within areas identified by the Lessor for the common use of the owners and occupiers of the Estate for keeping bicycles belonging to the Lessee, its employees and visitors.
- 9 The right to use the refuse stores located within the Block.

Schedule 5 : Rights to which the Demise is Subject

- 1 The right of support and shelter for the other parts of the Estate and the Block by and from the Demised Premises.
- 2 Such rights of access to and entry upon the Demised Premises by the Lessor and the Management Company its lessees and tenants as are necessary for the proper performance of its or their obligations hereunder and/or pursuant to the Headlease or under covenants relating to other parts of the Estate for the repair decoration maintenance or inspection of other parts of the Estate upon the giving of reasonable notice (save in the case of an emergency) to the Lessee and any occupier of the Demised Premises the said persons in exercising such rights causing as little damage as possible and making good any damage caused as soon as shall be reasonably practicable to the reasonable satisfaction of the Lessee.
- 3 The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee:
 - 3.1 To build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Estate (other than the Block) according to such plans and to such height extent or otherwise and in such manner as the Lessor shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises save to a material extent.
 - 3.2 To alter the layout of the Communal Areas and/or the Common Parts but not so as to prejudice access to the Demised Premises.
- 4 The right (so far as necessary in common with the Lessee) for the Lessor its lessees and tenants to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to those parts of the Estate not included in the Demised Premises through and from any appropriate Service Installations and/or the CHP System within the Demised Premises TOGETHER WITH all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining and reinstating the same.
- 5 The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee to allocate in lieu of the Allocated Car Parking Space a reasonably suitable alternative parking space if it becomes reasonably necessary to do so and any such alternative parking space shall then be known as the Allocated Car Parking Space for the purpose of this Lease.
- 6 The right for the Management Company or anyone duly authorised by the Management Company and any Energy Service Company to enter the Demised Premises in order to read any meters (if any) and to inspect or carry out any maintenance or repairs to the meters or equipment used for the consumption of heat and power (if any) and to replace the same if necessary.
- 7 The rights excepted and reserved by the Headlease.

Schedule 6 : Part 1 : Maintenance Expenses : Estate Costs

- 1 Keeping the Communal Areas generally in a neat clean and tidy condition and lit and replacing and reinstating any footpaths and accessways forming part thereof (including any lighting systems installed within the footpaths and accessways) as necessary excluding areas adopted as public highway.
- 2 Inspecting maintaining renting renewing (where beyond economic repair) reinstating replacing and insuring the electronic security system(s) comprised within the Maintained Property by way of contract or otherwise as the Lessor may from time to time consider reasonably necessary or desirable for the carrying out of the acts and things mentioned in this Schedule.
- 3 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the Communal Areas and every part thereof in good and substantial repair order and condition and renewing and replacing (where beyond economic repair) all worn or damaged parts thereof.
- 4 Repairing maintaining inspecting and as necessary reinstating or renewing (where beyond economic repair) the Service Installations co-extensive with the Communal Areas.
- 5 Keeping all planted landscaped areas open space areas grassed areas and any gardens within the Communal Areas in a proper state of cultivation and in such a condition as to be suitable to the general character of the Estate including maintaining repairing and where necessary reinstating any boundary marker whatsoever on or relating thereto together with any benches seats garden ornaments sheds structures or the like.
- 6 Repairing maintaining replacing and reinstating where necessary any walls and fences on the Estate.
- 7 Providing and maintaining an estate management office together with security services for the Estate (including electronic surveillance systems) as the Lessor acting reasonably and the interests of good estate management shall deem necessary.
- 8 Making and enforcing such regulations (if any) as may be considered necessary and desirable in the interests of good estate management to enable all residents of the Estate to enjoy the Estate or to otherwise comply with the regulations and requirements of the Local Authority.
- 9 Providing maintaining insuring and (where beyond economic repair) replacing all equipment (including refuse bins and compactors) to service clean and maintain the Communal Areas.
- 10 Collecting and disposing of refuse from the Communal Areas.
- 11 The cost of provision and consumption to the Estate (but not to any individual dwelling) of hot and cold water, heating and/or electricity together with associated utilisation standard and maintenance costs.
- 12 All costs relating to meter standing charges concerning the supply of domestic cold water to the Estate (but not to any individual dwelling) together with associated drainage standing charges.

- 13 Save where an Energy Service Company has been appointed under an Energy Services Agreement and where the Lessee has entered into a contract with the Energy Services Company for the supply of heat pursuant to paragraph 32 of Schedule 8 to procure provide monitor inspect test insure maintain repair cleanse improve replace renew and otherwise treat as necessary to keep in good and substantial repair and condition the CHP System and every part thereof associated with the provision of heat.

Schedule 6 : Part 2 : Internal and External Building Costs

- 1 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the Buildings (but not the Demised Premises) comprised in the Maintained Property and every part thereof in good and substantial repair order and condition and (where beyond economic repair) renewing and replacing all worn or damaged parts thereof.
- 2 Inspecting maintaining cleaning renting renewing (where beyond economic repair) reinstating replacing (where beyond economic repair) and insuring the fire detection and protection system(s) including all forced ventilation and dry risers the security door entry system the telecommunication reception system the lifts the refuse handling system(s) the lightning protection system(s) external cleaning system(s) the cold water booster pumps and tanks and such other equipment relating to the Common Parts of the Buildings comprised within the Maintained Property by way of contract or otherwise as the Lessor may from time to time consider reasonably necessary.
- 3 Repairing maintaining inspecting and as necessary (where beyond economic repair) reinstating or renewing the Service Installations serving the Buildings save for Service Installations used exclusively by any individual Dwelling.
- 4 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the refuse storage facilities and bicycle storage facilities and every part thereof provided for use by the occupiers of the Dwellings in good and substantial repair and renewing and replacing all worn or damaged parts thereof.
- 5 Maintaining repairing and (where beyond economic repair) renewing signs and notices in or upon the Buildings.
- 6 Cleaning treating and lighting the Common Parts to such standard as the Lessor may from time to time acting reasonably and in the interests of good estate management consider adequate including the provision of such facilities for the control or eradication of pests as the Lessor may deem appropriate.
- 7 The cost of provision and consumption to the internal Common Parts of hot and cold water heating and/or electricity together with the Block associated utilisation standard and maintenance costs.

Schedule 6 : Part 3 : Garage Costs

- 1 Insuring and keeping insured the Garage and ancillary structures at all times against the Insured Risks in their full reinstatement value Provided Always:-
 - 1.1 This provision is subject as is mentioned in paragraph 3 of Schedule 7.
 - 1.2 The Lessor or Management Company acting reasonably shall determine a reputable company or office with which the insurance is to be placed and the sum insured.
 - 1.3 The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees.
 - 1.4 If notwithstanding the extent of the risk and value as aforesaid (the Lessor having properly carried out its obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the lessees accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Lessor's insurance policy from time to time.
 - 1.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any).
- 2 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping all the structural parts of the Garage and every part thereof in good and substantial repair and (where beyond economic repair) renewing and replacing all worn or damaged parts thereof.
- 3 Inspecting maintaining cleaning renting insuring and (where beyond economic repair) renewing reinstating and replacing the fire detection and protection system(s) including the forced ventilation system the vehicle access gates the proximity access control system the lighting systems and the like and such other equipment relating to the common parts of the Garage comprised within the Maintained Property by way of contract or otherwise as the Lessor may from time to time consider reasonably necessary.
- 4 Repairing maintaining inspecting and as necessary (where beyond economic repair) reinstating or renewing the Service Installations forming part of the Garage.
- 5 Cleaning and lighting and keeping the Garage properly lit.
- 6 The cost of provision and consumption of heating water and electricity to the Garage together with associated utilisation standard and maintenance costs.

Schedule 6 : Part 4 : Costs applicable to any or all of the previous parts of this Schedule

- 1 Insuring any risks (including material and third party liability risks) for which the Lessor may be liable as an employer of persons working or engaged in business on the Maintained Property or as the occupier of the Maintained Property or any part thereof in such amount as the Lessor shall reasonably think fit.
- 2 Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property together with all reasonable and proper overheads of whatsoever nature relating thereto.
- 3 Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary statutory parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of an individual lessee of any of the Dwellings.
- 4 Paying any irrecoverable value added tax chargeable in respect of any of the matters referred to in this Schedule.
- 5 Paying all sums paid or payable by the Lessor in accordance with the Headlease.
- 6 Abating any nuisance and executing such works as may be necessary for complying with any notice served by any of the Authorities in connection with the Estate or any part thereof insofar as the same is not the liability of or attributable to the lessee of any of the Dwellings.
- 7 Preparing and supplying to the lessees of the Dwellings copies of any Estate Regulations.
- 8 Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents (Provided Always that the fees of such managing agents shall be met exclusively from the fees more particularly detailed in paragraph 13 hereof) or consultants or similar and the payment of all proper and reasonable costs and expenses properly incurred by the Lessor:
 - 8.1 In the running and management of the Estate and in the enforcement of the covenants and conditions and regulations contained in the leases of the Dwellings and any Estate Regulations.
 - 8.2 In making such applications and representations and taking such action as the Lessor shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Lessee or any under-lessee of the Dwellings or on the Lessor in respect of the Estate or all or any of the Dwellings therein.
 - 8.3 In the valuation of the Buildings from time to time for insurance purposes (but not more often than once every three years).
 - 8.4 In the preparation of an account of the Maintenance Expenses for certification or audit by a qualified accountant.

- 9 Enforcing or attempting to enforce the observance of the covenants on the part of the lessee of any of the Dwellings.
- 10 Employing the services of a qualified accountant for the purpose of examining the account of the Maintenance Expenses and certifying or auditing the total amount thereof for the period to which the said account relates.
- 11 Complying with the requirements and directions of any of the Authorities and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Estate insofar as such compliance is not the responsibility of the lessee of any of the Dwellings.
- 12 Providing inspecting maintaining repairing reinstating and (where beyond economic repair) renewing any other equipment and providing any other service or facility in connection with the Maintained Property which in the opinion of the Lessor acting reasonably and in the interests of good estate management it is reasonable to provide.
- 13 The reasonable and proper fees of the Lessor or Management Company from time to time as to its general management of the Estate.
- 14 Such sum as shall be considered reasonably necessary by the Lessor (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property.
- 15 Operating maintaining paying all consumption costs and (if necessary and beyond economic repair) renewing any lighting water and power supply apparatus from time to time in connection with the Maintained Property and providing such additional lighting water or power supply apparatus as the Lessor may reasonably think fit.
- 16 All other reasonable and proper expenses (if any) incurred by the Lessor or Management Company:
 - 16.1 In and about the maintenance and proper and convenient management and running of the Estate including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Block or any other part of the Estate (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefore and provided that the Lessor shall enforce and diligently pursue all rights actions and remedies which it may have against any such third party).
 - 16.2 As to any interest paid on any money borrowed by the Lessor or Management Company to defray any expenses incurred by it and specified in this Schedule.
 - 16.3 Any service charge not received from a tenant of another Dwelling which has been let under a long lease but provided that the Lessor or Management Company has used reasonable endeavours to recover such sums.
 - 16.4 As to any legal or other costs reasonably and properly incurred by the Lessor or Management Company and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of any lease of

any of the Dwellings or any claim by or against any lessee or any tenant agent or visitor thereof or by any third party against the Lessor or Management Company as owner lessee or occupier of any part of the Estate.

- 16.5 Complying with ongoing monitoring obligations contained within the Planning Consent 08/0688/F and/or associated agreement made under Section 106 of the Town and Country Planning Act 1990.
- 17 For the avoidance of doubt the following costs do not form part of the Maintenance Expenses and are not recoverable from the Lessee:
 - 17.1 The cost of any works where money has been or is to be recovered from third parties (including the insurers) in respect thereof.
 - 17.2 All costs occasioned as part of the initial construction and equipping of the Estate including the buildings within the Estate and the Maintained Property
 - 17.3 All costs and expenses relating to the collection of the rents and service charges.
 - 17.4 The costs of adding to the Estate or replacing, renewing, reconstructing or building any additional buildings within the Estate (save that for the avoidance of doubt this shall not include the costs of providing further services to the Estate).
 - 17.5 Any costs attributable to any Property which is not the subject of a deed in similar form to this Lease.
- 18 Insuring and keeping insured the Buildings and other structures (but not the Garage) at all times against the Insured Risks in their full reinstatement value PROVIDED ALWAYS:
 - 18.1 This provision is subject as is mentioned in paragraph 3 of Schedule 7.
 - 18.2 The Lessor shall determine a reputable company or office with which the insurance is to be placed and the sum insured.
 - 18.3 The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees.
 - 18.4 If notwithstanding the extent of the risk and value as aforesaid the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the lessees accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Lessor's insurance policy from time to time.
 - 18.5 The insurance cover shall extend to the lessees for the time being of the Demised Premises and their mortgagees (if any).

Schedule 7 : The Lessee's Proportion of Maintenance Expenses

- 1 The Lessee's Proportion means:
 - 1.1 The Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part 1 of Schedule 6 and of whatever of the matters referred to in Part 1 of the said Schedule are expenses properly incurred by the Lessor or Management Company which are relative to the matters mentioned in Part 1 of the said Schedule.
 - 1.2 The Part B Proportion of the amount attributable to the costs in connection with the matters mentioned in Part 2 of Schedule 6 and of whatever of the matters referred to in Part 2 of the said Schedule are expenses properly incurred by the Lessor which are relative to the matters mentioned in Part 2 of the said Schedule.
 - 1.3 The Part C Proportion of the amount attributable to the costs in connection with the matters mentioned in Part 3 of Schedule 6 and of whatever of the matters referred to in Part 3 of the said Schedule are expenses properly incurred by the Lessor which are relative to the matters mentioned in Part 3 of the said Schedule.
 - 1.4 The Part D Proportion of the amount attributable to the costs in connection with the matters mentioned in Part 4 of Schedule 6 and of whatever of the matters referred to in Part 4 of the said Schedule are expenses properly incurred by the Lessor or Management Company which are relative to the matters mentioned in Part 4 of Schedule 6.

PROVIDED THAT any item of expenditure or any other cost may only be accounted for under either Part 1, 2, 3 or 4 as aforesaid but not more than any one of them so that in no circumstances shall the Lessee be charged more than once for the same cost or item of expenditure
- 2 The certification of the accountant referred to in paragraph 10 of Part 4 of Schedule 6 shall (subject as hereinafter mentioned) be binding on the Lessor and the Lessee unless manifestly incorrect.
- 3 If the Lessee shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurance matters mentioned in Schedule 6 being insufficient then the Lessee shall refer the matter in dispute for determination by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide
PROVIDED THAT any such objection by the Lessee shall not affect the obligation of the Lessee to pay to the Lessor the Lessee's Proportion in accordance with this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Lessor under the terms of this Schedule.
- 4 The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Lessor as contribution towards the cost of the matters mentioned in Schedule 6 from the owners lessees or occupiers of any adjoining or neighbouring properties to the Estate.

- 5 An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the last day of March or such other date as the Lessor nominates in each year throughout the Term shall be prepared as soon as is reasonably practicable and the Lessor shall then serve on the Lessee copies of such account and of the accountant's certificate.
- 6 The Lessee shall pay to the Management Company the Lessee's Proportion of the Maintenance Expenses in manner following that is to say:
 - 6.1 In advance on 1 April and 1 October in every year throughout the Term one half of the Lessee's Proportion of the amount estimated from time to time by the Lessor or Management Company or its managing agents as the Maintenance Expenses for the forthcoming year the first payment to be apportioned (if necessary) from the date of practical completion of the Demised Premises.
 - 6.2 Within twenty one days after the service by the Lessor or Management Company on the Lessee of a certificate in accordance with paragraph 5 of this Schedule for the period in question the Lessee shall pay to the Management Company the balance by which the Lessee's Proportion received by the Lessor from the Lessee pursuant to sub-paragraph 6.1 of this Schedule falls short of the Lessee's Proportion payable to the Lessor as certified by the said certificate during the said period and any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Lessor save in the last year of the Term when it shall be repaid to the Lessee.

Schedule 8 : Covenants by the Lessee : Covenants Enforceable by the Lessor and Management Company

- 1 To pay to the Lessor or its authorised agent the Rent hereinbefore reserved on the days and in the manner herein provided and without deduction or set-off (save as may be required by law) and free from any equity or counterclaim.
- 2 To pay to the Lessor or Management Company (as appropriate) or its authorised agent the Lessee's Proportion at the times and in the manner herein provided and without deduction or set-off and free from any equity or counterclaim.
- 3 To pay interest at the rate of three per cent (3%) above Barclays Bank PLC'S base rate from time to time on all sums payable by way of the rents reserved under the terms of this Lease which may be in arrear from the date 14 days after such payment shall be due until the date of actual payment.
- 4 To pay all reasonable and proper costs charges and expenses (including proper and reasonable legal costs and surveyors' fees) properly incurred by the Lessor or Management Company in any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 (or in contemplation of service of such proceedings or notices) including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by a Court.
- 5 To yield up at the termination of the Term the Demised Premises together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions herein contained.
- 6 To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof or by the landlord tenant owner or occupier thereof excluding any payable by the Lessor or Management Company occasioned by receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease.
- 7 Within fourteen (14) calendar days of a written demand to pay the Heat Charge provided that such demand shall not be made by the Lessor or Management Company more frequently than once in every calendar month and provided further that the Heat Charge shall not be payable by the Lessee at any time when an Energy Service Company has been appointed under an Energy Services Agreement and the Lessee has entered into a contract with the Energy Services Company for the supply of heat pursuant to paragraph 32 of Schedule 8.

- 8 To repair and keep the Demised Premises and all Service Installations exclusively serving the same (but excluding such parts of the Demised Premises as are included in the Maintained Property) and every part thereof and all additions thereto in good and substantial repair at all times during the Term including the renewal and replacement of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the Insured Risks (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or of any member of the family employee or visitor of the Lessee or by occupiers of the Demised Premises) or for any work for which the Lessor may be expressly liable under the covenants on the part of the Lessor hereinafter contained and without limitation to the generality of the foregoing to ensure the silicon beading around any bath or shower within the Demised Premises is maintained in good repair and condition and so as to be properly watertight.
- 9 To take all reasonable steps to prevent blockage of or the build up of any silt or debris in or other potential obstruction to the below surface drainage system to any balcony or terrace over which rights are granted pursuant to this Lease.
- 10 If the Lessee shall (in the exercise of the rights conferred upon it by paragraph 4 of Schedule 4) require access to any other part of the Estate to give at least seventy-two hours' notice in writing (except in cases of extreme urgency) to the Lessor or Management Company or its agents and to the occupiers of that part of the Estate to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Estate but shall act carefully and reasonably doing as little damage as possible thereby and making good all damage done at the Lessee's own expense as soon as shall be reasonably practicable.
- 11 To clean all the internal and external surfaces of all the windows of the Demised Premises as often as shall be reasonably necessary.
- 12 The Lessee must within 30 days of becoming the Lessee apply to the Management Company in accordance with its articles of association to become a member of the Management Company.
- 13 The Lessee must not withdraw from membership of the Management Company or dispose of any of the rights attaching to the membership of the Management Company whilst it remains the Lessee.
- 14 If requested to do so by the Lessor, the Lessee shall:
 - 14.1.1 Become a director or secretary of the Management Company; and
 - 14.1.2 Deliver to the Lessor the duly completed signed company Form AP01 or AP03 or such other company form as shall replace these forms PROVIDED ALWAYS THAT in the case of the Lessee being a corporate lessee, the Lessee shall procure that an individual who is a director or secretary of the corporate Lessee becomes a director or secretary of the Management Company and shall deliver to the Lessor the duly completed Form AP02 or AP04 or such company forms as shall replace these forms.
- 15 To permit the Lessor and Management Company and/or the Superior Landlord with or without workmen and others at any convenient hours in the day-time having given reasonable prior written notice to enter into and upon

the Demised Premises to view the condition thereof and upon notice being given to the Lessee specifying any repair or works necessary to be done for which the Lessee is liable hereunder forthwith to comply with the same and if the Lessee shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Lessor and Management Company and/or the Superior Landlord or its respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Lessee on demand.

- 16 To make good any damage to any part of the Estate caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with any aerals and services of the Estate (whether or not attached to or included in the Demised Premises) or any fire-fighting appliances (if any) or the CHP System or any other equipment referred to in Schedule 6.
- 17 Not to bring into the Demised Premises or any part thereof any article which will impose undue stress or strain to any part of the floor surface or structure or any article which is or may become dangerous to any part of the Estate or the occupants thereof.
- 18 Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Maintained Property or any part thereof or which may make void or voidable any such insurance or the insurance of premises adjoining the Maintained Property and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Maintained Property or any part thereof may for the time being be insured and if the Estate or any part of it is damaged or destroyed due to the act or default of the Tenant or anyone in occupation of or visiting the Demised Premises to pay if the Lessor so requires the whole or part of any excess payable under any insurance policy.
- 19 Forthwith to make good to the Lessor and Management Company all loss or damage sustained by the Lessor and Management Company consequent upon any breach of the last mentioned provision.
- 20 Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Lessor indemnified against all claims demands and liabilities in respect of any such contravention.
- 21 To comply with and make all reasonable endeavours to ensure that all persons at the Demised Premises or any part of the Maintained Property shall comply with any Estate Regulations which may be in force from time to time.
- 22 To deliver to the Lessor and Management Company as soon as reasonably practicable a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Lessee from any of the Authorities or other person whatsoever whether such notice or other document as aforesaid be served upon the Lessee or upon any tenant of the Lessee and at the request and cost of the Lessor and Management Company to make or join with the

Lessor and Management Company in making such objections or representations against or in respect of any notice or other document as aforesaid as the Lessor and Management Company shall deem expedient.

- 23 To comply in all respects (at the Lessee's own cost where the same relates solely to the Demised Premises or on a shared (fair and reasonable proportion) basis where the same relates to both the Demised Premises and other parts of the Estate) with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any of the Authorities or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Lessee is liable hereunder and as soon as reasonably practicable to give notice in writing to the Lessor of the making or giving of such order direction or requirements as aforesaid.
- 24 Not without the previous consent in writing of the Lessor or the Management Company or its agents (which consent may be granted in the absolute discretion of the Lessor or its agents) to cut maim or injure nor to make any breach in any part of the structure of the Demised Premises nor to make any alteration or additions whatsoever to the plan design or elevation of the Demised Premises nor to make any openings therein nor to open up any floors walls or ceilings for the purpose of altering or renewing any pipes wires ducts or conduits nor to alter any of the landlords fixtures fittings or appliances therein and not in any case to commit or allow any waste or spoil on or about the Demised Premises and not to replace any flooring in the Demised Premises without the prior written consent of the Lessor (such consent not to be unreasonably withheld or delayed).
- 25 On making application for any such consent as aforesaid to submit to the Lessor or its agents such plans block plans elevations and specifications as it or they shall acting reasonably require and to pay the reasonable and proper legal and surveyors fees of the Lessor or Management Company in connection with any such application and to carry out any work authorised only in accordance with such plans block plans elevations and specifications as they shall approve in writing making use of good sound and substantial materials all of which may be subject to inspection and approval by them.
- 26 Not to display or hang any signs flags window boxes clothes washing aerals satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Demised Premises or from any balcony or terrace adjoining the Premises (except aerals placed there by the Lessor or Management Company).
- 27 Not to:
- 27.1.1 assign, underlet or part with possession of part only of the Demised Premises;
- 27.1.2 assign or transfer or underlet or part with possession of the Demised Premises during the last seven years of the Term without the prior written consent of the Lessor or Management Company (such consent not to be unreasonably withheld or delayed);
- 27.1.3 assign the whole of the Demised Premises to a limited company without the prior written consent of the lessor (such consent not to be unreasonably withheld or delayed); and

- 27.1.4 underlet the whole of the Demised Premises unless the underlease is on an assured shorthold tenancy agreement or any other tenancy agreement whereby the tenant does not obtain security of tenure on expiry or earlier termination of the term.
- 28 On the occasion of every assignment or transfer of the Demised Premises for the unexpired portion of the Term and in every underlease which may be granted to insert a covenant by the assignee transferee or underlessee (as the case may be) directly with the Lessor or Management Company to observe and perform the covenants conditions and obligations on the part of the Lessee appearing in this Lease other than payment of the reserved rents in the case of an underlease which for the avoidance of all doubt shall remain to be paid by the Lessee and to enter into a contract directly with the Energy Service Company for the supply of heating to the Demised Premises.
- 29 To give to the Lessor or Management Company (or its agents) written notice within 28 days of any assignment transfer mortgage or charge of the Demised Premises or transfer of title to the same with a certified copy of the instrument effecting any such dealing AND ALSO to pay or cause to be paid at the same time to the Lessor or Management Company such reasonable fee appropriate at the time of registration in respect of any such dealing PROVIDED ALWAYS that in the case of a contemporaneous transfer and mortgage the fee shall only be payable on one of such matters.
- 30 Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Lessor or Management Company any employee or agent of the Lessor and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Block or any other part or parts of the Maintained Property.
- 31 To maintain any systems conduits and/or equipment for the provision of water within the Demised Premises in good working order and condition and not to make any alterations to the same without the prior written consent of the Lessor.
- 32 To enter into a contract directly with the Energy Service Company for the supply of heating to the Demised Premises and to pay to the Energy Service Company all costs charges and tariffs (including without limitation any standing charges) payable for the supply of heating to the Demised Premises and at the request of the Energy Service Company to enter into such contracts agreements or arrangements as may be required in relation to the supply of such services to the Demised Premises.
- 33 Not to do anything calculated or likely to cause the Lessor to be in breach of any of its obligations and/or provisions in the Headlease and at all times to indemnify the Lessor from and against all actions proceedings costs claims and demands arising out of any breach of this covenant.
- 34 Not to do anything calculated or likely to cause a breach of the obligations and provisions of the Headlease.
- 35 Not to bring into or leave any uninsured and/or untaxed vehicle within the Estate.
- 36 The Lessee hereby acknowledges the terms of paragraph 4.5 of Annex B of the Third Schedule of the Section 106 Agreement dated 31 March 2009 and

made between (1) First Base (East Greenwich Residential) Land Limited (2) The Homes and Communities Agency (3) Greenwich Teaching Primary Care Trust (4) The Mayor and Burgesses of the London Borough of Greenwich and confirms that it is bound by those provisions and in particular but without limitation shall:

- (a) not apply to the London Borough of Greenwich or any other appropriate authority nor to hold any parking permit in respect of on street parking in relation to the Premises;
- (b) surrender any such on-street parking permit before taking up "Occupation" (as defined in such Section 106 Agreement) of the Premises unless such person is or becomes entitled to be a holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1990 and such person has first notified the Director (as defined in the Section 106 Agreement) in writing of such entitlement;
- (c) not to bring any motor vehicle onto the Estate or abandon and/or park any such vehicle on the Estate other than in one of the approved and designated car parking spaces (if any) over which the Lessee has expressly been granted rights to use in this Lease;
- (d) (if this Lease grants rights to use any parking space on the Estate) not sublet lease or licence such space.

Schedule 9 : Covenants enforceable by the Lessor/ Management Company and the lessees of the Properties

- 1 Not to use or suffer to be used any of the flats within the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single household and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession nor permit visits for business purposes save that this clause does not restrict the Lessee working from home if such work is ancillary to the permitted use.
- 2 Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Estate.
- 3 Not to carry out nor allow to be carried out on a professional basis any vehicle maintenance on any part of the Estate.
- 4 Not to allow or cause to be allowed the deterioration of any vehicle on the Estate to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Estate and in the event of any breach of this covenant it shall be lawful for the Lessor without prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Lessee any costs incurred in doing so.
- 5 Not to obstruct or permit to be obstructed at any time any accessways roadways entrances stairways lifts (if any) corridors or any openings of whatsoever nature on the Estate.
- 6 Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing (including for the avoidance of all doubt the installation of any hard floor finish in any part or parts of the Demised Premises without any effective soundproof under surface) which shall or may be or become a nuisance or damage to the Lessor or to the lessees or occupiers of the Properties or other the owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by any of the Authorities insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the Demised Premises or in such other place (if any) as the Lessor or Management Company may approve in writing.
- 7 Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks or basins lavatories cisterns or waste or soil pipes in the Demised Premises but to place refuse in the appropriate receptacles in the area provided (if any) for that purpose for the use of the Demised Premises.
- 8 No piano record player radio loud-speaker or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as in the reasonable opinion of the Lessor or Management Company to cause unreasonable annoyance to any occupiers of the Properties or so as to be

audible outside the Demised Premises between the hours of 11 pm and 9 am.

- 9 No dog bird cat or other animal or reptile shall be kept in the Demised Premises except with the prior written consent of the Lessor or Management Company acting reasonably which consent may be revoked at the discretion of the Lessor or Management Company.
- 10 Not to use barbeques or fire pits or similar equipment from the Demised Premises the Communal Areas or the Common Parts or on any balcony or terrace attached to the Demised Premises and not to store any bicycle on any balcony or terrace adjoining the Demised Premises nor use the same for general storage.
- 11 To only erect blinds or curtains of a neutral colouring at the Demised Premises.
- 12 To keep any balcony or terrace attached to the Demised Premises over which rights are granted in this Lease in a clean and tidy condition.

Schedule 10 : Covenants on the Part of the Lessor

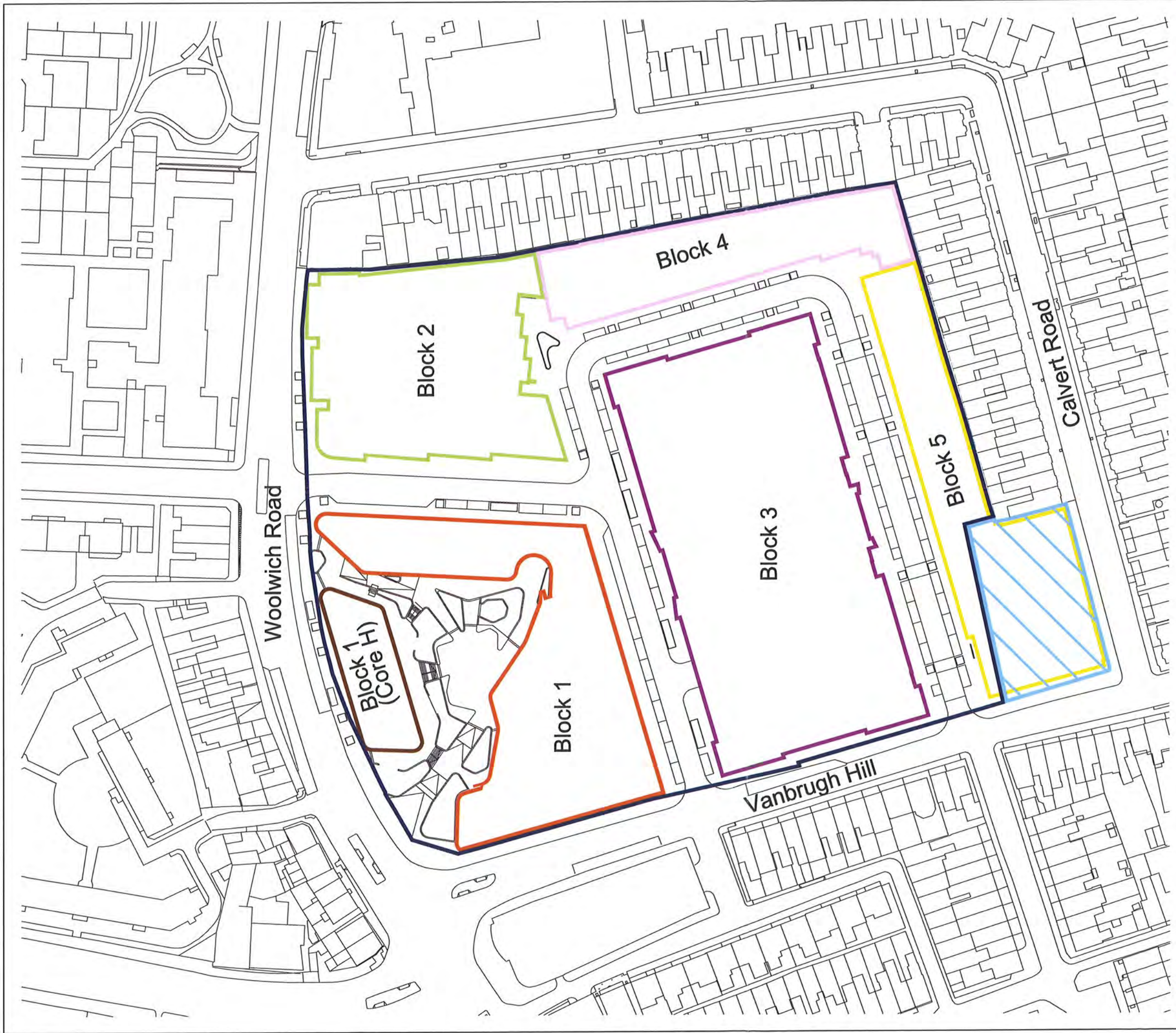
- 1 That as soon as reasonably practicable after the erection of the Dwellings has been completed the Lessor will complete the surfacing and landscaping of the external grounds forming part of the Communal Areas.
- 2 That until a deed in similar form to this Lease has been granted in the case of each Dwelling (and in respect of any period during which a deed in similar form to this Lease shall not for any reason at any time be in force) contribute in respect of each such Dwelling a due proportion of all debts losses liabilities costs and expenses due to the Lessor in accordance with paragraph 1 of Schedule 7 as if the Lessor were the lessee of such Dwelling until such time as the Lessor shall have disposed of his interest in any such Dwelling.
- 3 To ensure that the leases of the Dwellings (but not including the leases of any Town House forming part of the Estate) contain covenants on the part of the various lessees to observe the like obligations as are contained in Schedule 8 as appropriate to each Property and similar service charge provisions to those contained in this Lease.
- 4 That the Lessee shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the Term without any lawful interruption from or by the Lessor or any person lawfully claiming under or in trust for it.
- 5 At the request of the Lessee to enforce by all reasonable means available to the Lessor or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties PROVIDED THAT the Lessee shall (if required) indemnify the Lessor against all proper costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Lessor may reasonably require.
- 6 The Lessor will observe and perform the covenants in the Headlease insofar as they relate to the Demised Premises and are not the responsibility of the Lessee or anyone else under the terms of this Lease.
- 7 The Lessor shall use reasonable endeavours to procure or provide heat to the Demised Premises through the CHP System.

Schedule 11 : Management Covenants on the Part of the Lessor and Management Company

- 1 To carry out the works and do the acts and things set out in Schedule 6 as appropriate to each type of Dwelling in a proper and efficient and economic manner and as is fair and reasonable in accordance with the principles of good estate management and without imposing any unfair or unreasonable burden on the Lessee and (where appropriate) using good and suitable materials PROVIDED THAT:
 - 1.1 The Lessor and Management Company shall not be held personally responsible for any damage caused by any defects or want of repair to the Maintained Property or any part thereof unless such matters are reasonably apparent by visual inspection or until notice in writing of any such defect or want of repair has been served on the Lessor and Management Company and the Lessor and Management Company shall have failed to make good or remedy such matter within a reasonable period following receipt of any such notice.
 - 1.2 Nothing in this covenant contained shall prejudice the Lessor's and Management Company's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor and Management Company or the Maintained Property by the negligence or other wrongful act or default of the Lessee or such other person.
 - 1.3 The Lessor and Management Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them.
 - 1.4 Should the Lessor and Management Company consider that it would be in the general interest of the lessees of the Dwellings and the Block or the Estate so to do the Lessor shall have power to discontinue any of the works acts and things set out in Schedule 6 which in its reasonable opinion shall become impracticable or obsolete provided that the same is in accordance with and complies with the principles of good estate management and is reasonable in all the circumstances and provided further that in deciding whether or not to discontinue any such matter the Lessor shall solicit and agree with the views and wishes of the majority of the lessees of the Dwellings and the Block or the Estate as the case may be.
- 2 To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in Schedule 6 which may be due from the lessees of any of the Properties.
- 3 The Lessor and Management Company shall ensure that the reserve fund or funds referred to in Schedule 6 shall be kept in a separate trust fund account and the funds together with any interest on or income of the said fund shall be held by the Lessor in trust for the lessees of the Dwellings and shall only be applied in connection with the matters detailed in Schedule 6.
- 4 If the Lessor and Management Company shall (in exercise of the rights hereinbefore reserved) require access to the Demised Premises to give at least seventy two hours notice in writing (except in cases of extreme urgency) to the Lessee the Lessor and Management Company on giving

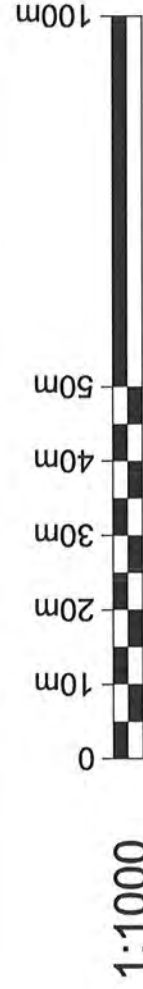
such notice being entitled to carry out the said repairs or works to the Demised Premises but so that the Lessor and Management Company shall act carefully and reasonably doing as little damage to the Demised Premises as may be and making good all damage done to the reasonable satisfaction of the Lessee as soon as shall be reasonably practicable.

- 5 If required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by the lessee of any one or more of the Properties or by the Energy Services Company under an Energy Supply Agreement PROVIDED THAT the Lessee shall (if required) first indemnify the Lessor and Management Company against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Lessor may reasonably require.
- 6 Forthwith unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Lessor and Management Company to arrange for the rebuilding repairing or reinstating in a good and substantial manner of such part or parts of the Estate as may from time to time be destroyed or damaged applying for the purpose any monies received as proceeds of insurance taken out for the purpose pursuant to paragraph 1 of this Schedule and Schedule 6.
- 7 To provide the Lessee on demand with a certificate for the purposes of satisfying the restriction more particularly referred to in Clause 4.3 provided that the provisions set out in paragraph 28 of Schedule 8 have been complied with.
- 8 When reasonably requested by the Lessee to make available to the Lessee at the cost of the Lessee the records and vouchers relating to the carrying out of the works and the acts and things set out in Schedule 6 either by supplying copies to the Lessee or making them available at such location as the Lessor and Management Company may reasonably appoint for the purposes of inspection during normal business hours.
- 9 To use reasonable endeavours to ensure that any Lessee's Proportion is fair and reasonable in relation to the services provided to the Estate.



- Block 1
- Block 1 (Core H)
- Block 2
- Block 3
- Block 4
- Block 5

- Estate Boundary
- Potential Future Estate Addition



make
PROJECT
Greenwich Square

CLIENT
Hadley Mace Ltd.

TITLE
Estate Plan

Scale
1:1000

Paper Size
@A3

Date
12.12.05

Draw No.
T0-0000



Lambarde Square 2024/2025		
Utilities - Electricity	£	8,400.00
Utilities - Water	£	1,500.00
Landscaping	£	9,045.74
Paving Repairs	£	1,800.00
Pest Control	£	6,300.00
Cleaning	£	3,600.00
Cleaning Products and Air Fresheners	£	4,416.00
Specialist Cleaning	£	1,800.00
Playground Inspections - ROSPA	£	250.00
Drainage Maintenance (Drainage/Interceptors/Stacks)	£	1,200.00
Water Risk Assessment (Legionella Risk Assessment)	£	30.00
Engineering Staffing Costs	£	5,000.00
Engineering Equipment and Materials	£	500.00
Engineering Contract Costs	£	800.00
Insurance	£	2,200.00
Fabric Reactive Works	£	5,000.00
M&E Reactive Works	£	5,000.00
Landscaping Reactive Works	£	1,800.00
Cleaning Reactive Works	£	600.00
Totals	£	59,241.74

<u>Residential and Commercial Breakdown</u>	Area - sq. ft	Weighting	Cost Split		£/sq.ft / year
Residential - Total sq. ft	537,722	83%	£ 48,982.14	£	0.09
Commercial - Total sq. ft	112,629	17%	£ 10,259.60	£	0.09
Total	650,351	100%	£ 59,241.74	£	0.09

[REDACTED]

From: [REDACTED]
Sent: 22 February 2024 19:36
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: Calvert Road Waterfall, Invoicing and VAT treatment

[REDACTED]

Let me check on this, but in principle I think this should be fine. I am also asking BS to firm up their costs (they say they have just received a number of additional title queries).

Just wanted to check how the draft Completion Statement is coming on as I need to run this past my Finance team?

My gut feel is that exchange on the 29th may be a challenge.

Kind regards

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 21 February 2024 18:30
To: [REDACTED]@london.gov.uk>
Cc: [REDACTED]@macegroup.com>; [REDACTED]@macegroup.com>
Subject: RE: Calvert Road Waterfall, Invoicing and VAT treatment

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED]

Further the below, I have been in the background firming up costs with DLA.

There have been additional costs incurred from their perspective that were not foreseen at the start of drawing up their scope and fee – these include:

- the additional work required to release of the RBG restriction and charge;
- preparation of a non-disclosure agreement; and
- attending to the buyer's request for the licence to use the copyright in the drawings of the planning permission for the property.

They have requested a fee increase from £15,000 to £20,000.

From a Mace view, this increase is justified due to the increase in work required.

Can I please have GLA agreement to such?

Many thanks,

From: [REDACTED]@macegroup.com>
Sent: Monday, February 19, 2024 6:23 PM
To: [REDACTED]@london.gov.uk>
Cc: [REDACTED]@macegroup.com>; [REDACTED]@macegroup.com>
Subject: RE: Calvert Road Waterfall, Invoicing and VAT treatment

[REDACTED],

Trust you are well.

- 1) Have chased the buyer on the company details requested in your previous email – will forward details once they arrive.
 - 2) Have chased the DLA on the draft completion statement as per the below - will forward details once they arrive.
 - 3) I am keen to action points 2,3,4 in my email dated Thursday 8th Feb 2024 – as such can you please approve the additional Mace disposal costs and confirm GLA disposal costs to formulate a finalised waterfall position. I have copied below and re-attached for reference:
- ☐ In terms of Mace disposal costs, I have now included the S106 DoV costs from Freeth's (RBG legal rep). Their costs relating to the S106 DoV also covered additional non-Calvert Road points, so I have proposed to half this by 50% as per the attach highlighted yellow cells. I also attach the email requesting such funds. As such can you please approve this?
 - ☐ Please confirm GLA disposal costs.
 - ☐ Once the above actions are closed, I propose to issue a finalised waterfall position to all for absolutely clarity and formal sign-off.

[REDACTED]

[REDACTED]

From: [REDACTED]@london.gov.uk>
Sent: Tuesday, February 13, 2024 9:45 AM
To: [REDACTED]@macegroup.com>
Subject: RE: Calvert Road Waterfall, Invoicing and VAT treatment

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED]

Just following up on the below – ley me know if you want to discuss?

Kind regards

[REDACTED]

From: [REDACTED]
Sent: Friday, February 9, 2024 3:36 PM
To: [REDACTED]@macegroup.com>
Cc: [REDACTED]@tfl.gov.uk>; [REDACTED]@burges-salmon.com>
Subject: RE: Calvert Road Waterfall, Invoicing and VAT treatment

[REDACTED],

Discussed this yesterday with my Finance & VAT team and they have no issue in the price on the transfer being split as set out (50/50), however they were quite clear that GLAP would need to issue the vendor an invoice (not DLA). The money could flow to DLA however and then be distributed to BS and on to GLAP.

My Finance team said that it was therefore the completion statement that was key, (for accounting for and setting out the difference between the price on the transfer and the amount of money that will come into the GLAP account).

On this basis could you ask DLA to draft a draft completion statement which reflects the terms of the settlement agreement / VAT etc so I can run it passed my Finance Team to ensure it has enough detail?

[REDACTED]

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: Thursday, February 8, 2024 2:50 PM
To: [REDACTED]@london.gov.uk>
Subject: RE: Calvert Road Waterfall, Invoicing and VAT treatment

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED],

Can you please set out your question r.e. the below?

Happy to discuss after 16.30 today if you are free?

Many thanks,

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Thursday, February 8, 2024 1:58 PM
To: [REDACTED]@macegroup.com>
Subject: RE: Calvert Road Waterfall, Invoicing and VAT treatment

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED] – we need to discuss the approach below – broadly OK but it seems like the completion statement holds the key.

Can we try and wrap this meeting up in 30 mins as I really need to make a call at 14.30?!

Classification - Public

From: [REDACTED]@macegroup.com>

Sent: Thursday, February 8, 2024 10:04 AM

To: [REDACTED]@london.gov.uk>

Cc: [REDACTED]@macegroup.com>; [REDACTED]dlapiper.com>;

[@dlapiper.com](mailto:dlapiper.com)>

Subject: Calvert Road Waterfall, Invoicing and VAT treatment

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[Regulation 12(5)(e)]

[illegible]

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 23 January 2024 17:19
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: GSQ s106 DoV

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear [REDACTED]el,
L&Q have now signed the S106 DoV.
[REDACTED] from DLA is organising for the document to be couriered over to City Hall on Thursday morning who will then wait for it to be signed and then they will deliver to Mace offices.
Do you know what time your directors' signing session is?
Many thanks

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Tuesday, January 23, 2024 8:19 AM
To: [REDACTED]macegroup.com>
Subject: GSQ s106 DoV

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED] – just tried to call. Was wondering where we are on the s106 DoV as my director has a signing session on Thursday at City Hall and I was wondering if the DoV will be ready for signing by then?
Many thanks

[REDACTED]
[REDACTED]
Senior Area Manager (South), Housing & Land
GREATER LONDON AUTHORITY
City Hall, Kamal Churchie Way, London E16 1ZE
[REDACTED]
[REDACTED]

NHS health information and advice about coronavirus can be found at nhs.uk/coronavirus

The GLA stands against racism. Black Lives Matter.

[REDACTED]

From: [REDACTED]
Sent: 25 January 2024 16:33
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: GSQ s106 DoV

Hi everyone – s106 signed by GLAP and on the way to Mace.

Please liaise with Burges Salmon to ensure it is completed appropriately.

Many thanks

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: Wednesday, January 24, 2024 5:21 PM
To: [REDACTED]@london.gov.uk> [REDACTED]@dlapiper.com>
Cc: [REDACTED]@macegroup.com>
Subject: RE: GSQ s106 DoV

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

This should be OK however we have been made aware L&Q have not signed one of the pages but they are trying to arrange this prior to the courier arriving tomorrow.

I've confirmed that it is one Director and witness.

[REDACTED] – do you know if the plans need to be initialled?

Many thanks,

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Wednesday, January 24, 2024 2:23 PM
To: [REDACTED]@macegroup.com>
Cc: [REDACTED]@dlapiper.com> [REDACTED]@macegroup.com>
Subject: RE: GSQ s106 DoV

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED]

I can confirm that we will be available for signing at 16.30 tomorrow at:

169 Union Street, London, SE1 0LL

(not City Hall)

I will be there so it can be marked for my attention, my number is [REDACTED].

Does this work?

Many thanks

[REDACTED]

Classification - Public

From: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Sent: Wednesday, January 24, 2024 8:47 AM
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>; [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Subject: RE: GSQ s106 DoV

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thans [REDACTED] – much appreciated.

Classification - Public

From: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Sent: Wednesday, January 24, 2024 7:37 AM
To: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Cc: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>; [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Subject: RE: GSQ s106 DoV

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED] – I am just checking on timing and will let you know later this morning / early afternoon.

Kind regards

[REDACTED]

Classification - Public

From: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Sent: Tuesday, January 23, 2024 5:19 PM
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>; [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Subject: RE: GSQ s106 DoV

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED]

L&Q have now signed the S106 DoV.

Pieter from DLA is organising for the document to be couriered over to City Hall on Thursday morning who will then wait for it to be signed and then they will deliver to Mace offices.

Do you know what time your directors' signing session is?

[REDACTED]

[REDACTED]

Classification - Public

From: [REDACTED] <[REDACTED]@london.gov.uk>
Sent: Tuesday, January 23, 2024 8:19 AM
To: [REDACTED] <[REDACTED]@macegroup.com>
Subject: GSQ s106 DoV

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED] just tried to call. Was wondering where we are on the s106 DoV as my director has a signing session on Thursday at City Hall and I was wondering if the DoV will be ready for signing by then?

Many thanks

[REDACTED]

[REDACTED]

Senior Area Manager (South), Housing & Land
GREATER LONDON AUTHORITY
City Hall, Kamal Chumchie Way, London E16 1ZE

[REDACTED]

[REDACTED]

NHS health information and advice about coronavirus can be found at [nhs.uk/coronavirus](https://www.nhs.uk/coronavirus)

The GLA stands against racism. Black Lives Matter.

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 17 January 2024 17:07
To: [REDACTED]
Subject: RE: S.106 DoV [FREETHS-ACTIVE.FID6759353]

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks, [REDACTED], for confirming.
Please can you give BS a nudge on their comments for the sales and legal pack on Calvert Road. I have reviewed the buyers comments with DLA (all very minor) but we are awaiting feedback from BS.
I would like to set up an all parties call for Monday next week but need BS comments back prior to this.
Many thanks,

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Wednesday, January 17, 2024 5:02 PM
To: [REDACTED]@macegroup.com>
Subject: RE: S.106 DoV [FREETHS-ACTIVE.FID6759353]

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Simon has signed – will follow up with Tim

Classification - Public

From: [REDACTED]@macegroup.com>
Sent: Wednesday, January 17, 2024 4:48 PM
To: [REDACTED]@london.gov.uk>
Subject: FW: S.106 DoV [FREETHS-ACTIVE.FID6759353]

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Classification - Public

From: [REDACTED]@freeths.co.uk>
Sent: Wednesday, January 17, 2024 2:22 PM
To: [REDACTED]@macegroup.com>; [REDACTED]@royalgreenwich.gov.uk
Cc: [REDACTED]@dlapiper.com>; [REDACTED]@macegroup.com>
Subject: RE: S.106 DoV [FREETHS-ACTIVE.FID6759353]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED]
On the 38, I think we would have been quicker signing with wet ink as still held up by the same party Simon

1. Simon Powell ([REDACTED]) - Awaiting action from party
2. Tim Steer ([REDACTED]) - Party not yet active
3. ([REDACTED])@macegroup.com) - Party not yet active
4. ([REDACTED])@macegroup.com) - Party not yet active
5. ([REDACTED])@royalgreenwich.gov.uk) - Party not yet active

y, Lewisham &
RIDGEBROOK
Commur

224Q-VZGL-SVJX 02/01/24 15:25 (5) (Powell) (3) Section 38 Agreement

Managing Associate

FREETHS



Please be aware of the increasing risk of cybercrime and online fraud. If you ever receive an email stating a change in bank account details purporting to be from Freeths LLP, do not send any funds to the account and contact us immediately. We will never send you an email telling you that we have changed our bank account details.

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Classification - Public

From: [REDACTED]
Sent: Wednesday, January 17, 2024 11:48 AM
To: [REDACTED]@macegroup.com>; [REDACTED]@royalgreenwich.gov.uk
Cc: [REDACTED]@dlapiper.com>; [REDACTED]@macegroup.com>
Subject: RE: S.106 DoV [FREETHS-ACTIVE.FID6759353]

The recent amend requested by [REDACTED] has been agreed by the Real Estate team at the Council – I understand hard copies of the deed are required, is that still correct? Therefore please advise where to send the first set to? (PDF attached)

I have asked the paralegals for an update on signing of the 38 as I haven't had a sealed version land on my desk yet

From: [REDACTED]@macegroup.com>
Sent: Wednesday, January 17, 2024 11:21 AM
To: [REDACTED]@royalgreenwich.gov.uk; [REDACTED]@freeths.co.uk>
Cc: [REDACTED]@dlapiper.com>; [REDACTED]@macegroup.com>
Subject: RE: S.106 DoV

Morning all!

Apologies to push but can I have an update on this please?

Many thanks,

Classification - Public

From: [REDACTED]
Sent: Monday, January 15, 2024 9:57 AM

To: [REDACTED]@royalgreenwich.gov.uk; [REDACTED]@freeths.co.uk>
Cc: [REDACTED]@dlapiper.com>; [REDACTED]@macegroup.com>

Subject: S.106 DoV

Morning [REDACTED]

Trust you are keeping well.

Please can you confirm if anything is now outstanding r.e. S106 DoV and when this can be issued for signature?

Many thanks

[REDACTED]

Senior Development Manager - Mace Developments

Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom

[REDACTED]

www.macegroup.com

> Please consider the environment and avoid printing this email

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 16 January 2024 15:48
To: [REDACTED]
Subject: RE: s106 DoV

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED],

Apologies for chasing but is there an update – agreement state the roads are to be adopted on 2nd Feb 2024 but we must issue comms on this and cannot until this is signed.

Apologies for pushing.
Many thanks

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Monday, January 15, 2024 4:09 PM
To: [REDACTED]@macegroup.com>
Subject: RE: s106 DoV

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED] – I've just followed up with the lawyers and I'm awaiting a response.

[REDACTED]

Classification - Public

From: [REDACTED]@macegroup.com>
Sent: Monday, January 15, 2024 9:55 AM
To: [REDACTED]@london.gov.uk>
Subject: RE: s106 DoV

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Morning [REDACTED]
Hope you had a good weekend.

How did you get on with approvals on the S.38 on Friday? Is this now signed?

Many thanks

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Friday, January 12, 2024 12:45 PM
To: [REDACTED]@macegroup.com>
Subject: RE: s106 DoV

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

I have approval and just getting one final form completed (which I asked for today, but no response as yet). So should be imminent.

Kind regards

Classification - Public

From: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Sent: Friday, January 12, 2024 12:37 PM
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Subject: RE: s106 DoV

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

And the S106! 😊

Many thanks,

Classification - Public

From: [REDACTED]
Sent: Friday, January 12, 2024 12:37 PM
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Subject: RE: s106 DoV

Please can you provide an update on the S.38 signing? I am conscious that we need to go out with comms to residents with a handover date of the highways on 02/02/2024.

Many thanks,

From: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Sent: Wednesday, January 10, 2024 4:04 PM
To: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Subject: RE: s106 DoV

As discussed earlier, for several years now, the service charge has been the mechanism of which maintenance costs of the Public Realm has come from. All leaseholders across Phase 1 and Phase 2 contribute via Part 1) of the service charge. Furthermore, there is a view that residents wish to have control over the public realm in the future and keeping this as part of the Estate does this.

Many thanks

From: [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Sent: Wednesday, January 10, 2024 11:56 AM
To: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Subject: s106 DoV

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED],

Just reviewing the s106 DoV and I was wondering if you were making any allowance / payment to the Manco to cover off the maintenance of the public area within Phase 1 as the Borough have declined to accept it? Does the service charge regime allow this area to be included?

Many thanks

[REDACTED]
[REDACTED]
Senior Area Manager (South), Housing & Land
GREATER LONDON AUTHORITY
City Hall, Kamal Chunchie Way, London E16 1ZE
[REDACTED]
[REDACTED]

NHS health information and advice about coronavirus can be found at [nhs.uk/coronavirus](https://www.nhs.uk/coronavirus)

The GLA stands against racism. Black Lives Matter.

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 10 January 2024 13:26
To: [REDACTED]
Subject: FW: DA DoV & S.38
Attachments: Deed of Variation - 2012 Development Agreement (Engrossment).pdf

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Classification - Public

From: [REDACTED]@dlapiper.com>
Sent: Wednesday, January 10, 2024 1:10 PM
To: [REDACTED]@macegroup.com>
Subject: RE: DA DoV & S.38

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED]
Please find attached.
Kind regards

[REDACTED]
Associate (admitted in New Zealand)

[REDACTED]
[@dlapiper.com](#)

DLA Piper UK LLP

Classification - Public

From: [REDACTED]@macegroup.com>
Sent: 10 January 2024 09:27
To: [REDACTED]@dlapiper.com>
Subject: FW: DA DoV & S.38 [DLAP-UKMATTERS.FID4919929]

****EXTERNAL****

Can you send me the engrossed DoV to the DA please?

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Tuesday, January 9, 2024 5:37 PM
To: [REDACTED]@macegroup.com>
Subject: RE: DA DoV & S.38 [DLAP-UKMATTERS.FID4919929]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Just tried to call but couldn't get you. Two things.

One could you please send over the engrossed DoV to the DA. I now have the DoV to the s106 and the s38.

Secondly, just for context for my note to Simon is there an obligation in either the DA or Lease for Mace to try and get the public square adopted. I had a quick look but couldn't easily find it but I'm sure it is probably there somewhere?

[REDACTED]

Classification - Public

From: [REDACTED] <[REDACTED]@macegroup.com>

Sent: 09 January 2024 13:29

To: [REDACTED] <[REDACTED]@dlapiper.com>; [REDACTED] <[REDACTED]@london.gov.uk>

Cc: [REDACTED] <[REDACTED]@burges-salmon.com>

Subject: RE: DA DoV & S.38 [DLAP-UKMATTERS.FID4919929]

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks [REDACTED]

[REDACTED] – I think this is in Simon Powell's inbox now.

Can you please push this?

Many thanks,

[REDACTED]

Classification - Public

From: [REDACTED] <[REDACTED]@dlapiper.com>

Sent: Tuesday, January 9, 2024 12:51 PM

To: [REDACTED] <[REDACTED]@macegroup.com>; [REDACTED] <[REDACTED]@london.gov.uk>

Cc: [REDACTED] <[REDACTED]@burges-salmon.com>

Subject: RE: DA DoV & S.38 [DLAP-UKMATTERS.FID4919929]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Please see attached. I have also copied in [REDACTED] a for visibility.

Kind regards

[REDACTED]

Senior Associate

[REDACTED]

[dlapiper.com](mailto:[REDACTED]@dlapiper.com)

DLA Piper UK LLP

Classification - Public

From: [REDACTED] <[REDACTED]ir@macegroup.com>

Sent: 08 January 2024 12:32

To: [REDACTED] <[REDACTED]@london.gov.uk>; [REDACTED] <[REDACTED]@dlapiper.com>

Subject: RE: DA DoV & S.38

****EXTERNAL****

Hi both,

[REDACTED] - Can you please share the engrossed S.38 with full plans with [REDACTED] from the GLA please?

[REDACTED] – please see below notes to support signatures.

The S.38 allows RBG to adopt the highways across the Greenwich Square Development. The Council is paid the commuted maintenance payment upfront and the cost of any remedial works they have identified to bring the highways up to an adoptable standard (total is c.£325k) The council adopt the highways formally on 2nd February 2024 and will place CPZ across the development. RBG have conducted a statutory process to do this. Those with permits will still be able to park across the estate but those parking illegally will be ticketed.

The DoV to the Development Agreement is straightforward as it is a simple plan change to remove the redline to exclude Calvert Road. This strips out Calvert Road from the Development Agreement (and its obligations within). It also gives the buyer comfort that the land is not bound to the agreements within the DA.

The S106 DoV also contains a plan change to strip out Calvert Road from the original S106 agreement – note that the planning permission did not include Calvert Road so Calvert Road should never have been part of the S106 in the first place. This gives the buyer the comfort the land is not bound by any outstanding S106 obligations. At the same time, the DoV deals with an outstanding matter with RBG over the adoption of the square which they have strongly indicated they do not want to maintain or keep. As such, the S106 DoV allows the Public Realm to remain with the estate and the Developer via the estate managers being responsible for the maintenance and upkeep. When Mace exit, the freehold of the realm transfers to the ManCo.

Trust the above helps but let me know if you have any questions.

Any timescales on when the S.38 / DA DoV will be signed?

Many thanks,

[REDACTED]

Senior Development Manager - Mace Developments

Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom

[REDACTED]
www.macegroup.com

> Please consider the environment and avoid printing this email

Classification - Public

From: [REDACTED]@london.gov.uk>

Sent: Friday, January 5, 2024 1:51 PM

To: [REDACTED]@macegroup.com>

Subject: RE: DA DoV & S.38

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED] – just tried to call. Can you let me know when you are about this afternoon?

My number is [REDACTED]

Could you also send over the engrossed s38 as I need to complete an internal document before anyone can sign here.

If you have a one paragraph description of what the document does (same for the DA DoV) that would be greatly helpful in tis process?

Many thanks

[REDACTED]

Senior Area Manager (South), Housing & Land

GREATER LONDON AUTHORITY

City Hall, Kamal Churchie Way, London E16 1ZE

[REDACTED]

Classification - Public

From: [REDACTED]@macegroup.com>
Sent: 05 January 2024 11:02
To: [REDACTED]@london.gov.uk>
Subject: RE: DA DoV & S.38

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED],
Hope you are well.

As suspected, documents are coming through to be signed and I would just like to understand where we are on the below noting the attached email received this morning regarding the S106 DoV.
Are you able to give me a call today please to discuss?

[REDACTED]

[REDACTED]

Classification - Public

From: [REDACTED]
Sent: Tuesday, January 2, 2024 9:52 AM
To: [REDACTED]@london.gov.uk>
Subject: DA DoV & S.38

Dear [REDACTED]

Trust you are keeping well.

Happy New Year to you! Hope you had a relaxing festive period!

Just emailing this morning on two points which we timed out on towards the end of last year.

1) DA DoV

We discussed that the buyers are putting pressure on having visibility on the DA and reviewing on the provisions within as the land at Calvert Road is part of the DA as it stands. The DoV removes this and therefore we would like to get this signed asap and provide a copy of the signed version to satisfy the buyers that such is now removed. We are doing the exact same with the S106 document with the RBG and this will also be coming your way for signature soon too. BS have reviewed and the document is in an agreed position.

2) S.38 – Adoption of the Highways at GSQ as part of DA Obligations

We have been working with the council on the S.38 document which has been removed BS on your behalf. This is all about the council adopting the highways at GSQ. A final version is to be circulated for signature over the coming days via adobe sign and I will inform you once this has been issued – we are just waiting for final RBG sign off from their highways team.

Let me know if you have any questions on the above as I will be pushing to get both signed preferable this week.

Many thanks

[REDACTED]
Senior Development Manager - Mace Developments

Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom

[REDACTED]
www.macegroup.com

Dated

Deed of variation

relating to Development Agreement at Heart of East
Greenwich, London

- (1) GLA Land and Property Limited
- (2) Mace Developments (Greenwich) Limited
- (3) Mace Limited

Contents

PARTIES 1

BACKGROUND 1

AGREED TERMS 1

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3. Supplemental 2

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7. Third parties 3

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10. Delivery 3

SIGNATURE PAGE 5

SCHEDULES

SCHEDULE NEW DEFINITION..... 4

APPENDICES

APPENDIX PLAN

This deed is made on

Parties

- (1) **GLA Land and Property Limited** (company number 07911046) whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN (**Landowner**).
- (2) **Mace Developments (Greenwich) Limited** (company number 06987720) whose registered office is at 155 Moorgate, London, England, EC2M 6XB (**Developer**).
- (3) **Mace Limited** (company number 02410626) whose registered office is at 155 Moorgate, London, EC2M 6XB (**Guarantor**).

Background

- A The Landowner and the Developer have agreed to vary the Development Agreement on the terms set out in this deed.
- B In the Development Agreement the Guarantor guaranteed certain obligations of the Developer under the Development Agreement.
- C The Guarantor has agreed to join in this deed to record its consent to the variation to the Development Agreement.

Agreed terms

1. Definitions

In this deed (unless the context otherwise requires):

Developer means the party whose details are set out above, in whom is now vested the term granted under the Development Agreement (which term includes the person in whom the term is vested from time to time).

Development Agreement means the Development Agreement (Agreement for Lease) relating to Heart of East Greenwich, London dated 1 February 2012 and made between (1) Homes and Communities Agency, (2) Hadley Mace Limited; (3) Hadley Consolidated Limited and (4) Mace Limited as varied.

Existing Definition means the existing definition of “Land” under clause 1.1 of the Development Agreement.

Guarantor means the party whose details are set out above, by whom certain obligations on the part of the Developer in the Development Agreement are guaranteed.

Landowner means the party whose details are set out above, in whom is now vested the reversion immediately expectant upon the determination of the term granted under the

Development Agreement (which term includes the person in whom such reversion is vested from time to time).

Plan means the plan annexed to this deed at the appendix to this deed.

2. Interpretation

In this deed (unless the context otherwise requires):

- 2.1 obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally;
- 2.2 words importing persons include firms, companies and bodies corporate and vice versa;
- 2.3 words importing the singular shall include the plural and vice versa;
- 2.4 words importing any one gender shall include either other gender;
- 2.5 the headings, contents list and frontsheet are all for reference only and shall not affect construction;
- 2.6 any reference to any legislative provision shall be deemed to include any subsequent re-enactment or amending provision;
- 2.7 an obligation to do something includes an obligation to procure it to be done; and
- 2.8 an obligation not to do something includes an obligation not to allow it to be done.

3. Supplemental

This deed is supplemental to and collateral with the Development Agreement.

4. Variation

The Landowner and the Developer agree that, with effect from the date of this deed, the Development Agreement is to be varied by the provisions set out in the Schedule.

5. Guarantor's consent

The Guarantor joins in and executes this deed in order to show its consent to the variation effected by it and confirms that its guarantee and other obligations under the Development Agreement:

- 5.1 are to continue in full force and effect and extend to the Developer's covenants contained in the Development Agreement as varied by this deed; and
- 5.2 subject to clause 5.1, are not released, lessened or otherwise adversely affected as a result of the variations or other provisions of this deed.

6. Development Agreement remains effective

It is agreed and declared that, except to the extent that they are varied by this deed, the covenants and conditions set out in the Development Agreement shall remain in full force and effect.

7. Third parties

A person who is not party to this deed shall have no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce any term of this deed. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

8. Registration

- 8.1 At the Developer's own expense, the Developer will promptly following the completion of this deed apply to HM Land Registry so as to procure that the variation effected by this deed is duly registered and/or noted against all affected titles. The Developer shall ensure that any requisitions raised by HM Land Registry in connection with an application for registration are dealt with promptly and properly. As soon as practicable after such registration, the Developer shall provide the Landowner with an official copy of the register relating to such titles showing such variation.

9. Governing law and jurisdiction

This deed, any document completed or to be completed in accordance with its terms and any matter arising out of or in connection with it (including any non-contractual obligation) is to be governed by and construed in accordance with the law of England. The parties agree to submit to the exclusive jurisdiction of the courts of England in relation to this deed, any document completed or to be completed in accordance with its terms and any such matter (including a dispute relating to the existence, validity or termination of this deed).

10. Delivery

This deed of variation is executed as a deed and the parties intend that it is delivered today.

In witness whereof this document has been executed and delivered as a deed on the date first stated above.

Schedule

Variations to the Development Agreement

1. Replacement of Existing Definition

The Existing Definition shall be deleted and replaced by the following definition:

“Land” means the development site at Greenwich registered at the Land Registry under the whole of title number TGL196230 and the part of title number TGL249007 as shown edged dotted red on the Plan.

2. Addition of New Definition

The following shall be added to the Development Agreement as a new definition:

“Plan” means the plan annexed to a Deed of Variation dated _____ and made between (1) GLA Land and Property Limited (2) Mace Developments (Greenwich) Limited and (3) Mace Limited and titled “Site Location Plan”.

Signature page

Executed as a deed by **GLA Land and**)
Property Limited acting by a director in the)
presence of a witness:) Signature _____

Name (block capitals) _____
Director

Witness signature _____

Witness name _____
(block capitals)

Witness address _____

Executed as a deed by **Mace Developments**)
(Greenwich) Limited by a director in the)
presence of a witness:) Signature _____

Name (block capitals) _____
Director

Witness signature _____

Witness name _____
(block capitals)

Witness address _____

Executed as a deed by **Mace Limited** by a
director in the presence of a witness:

)
)
)

Signature

Name (block capitals)

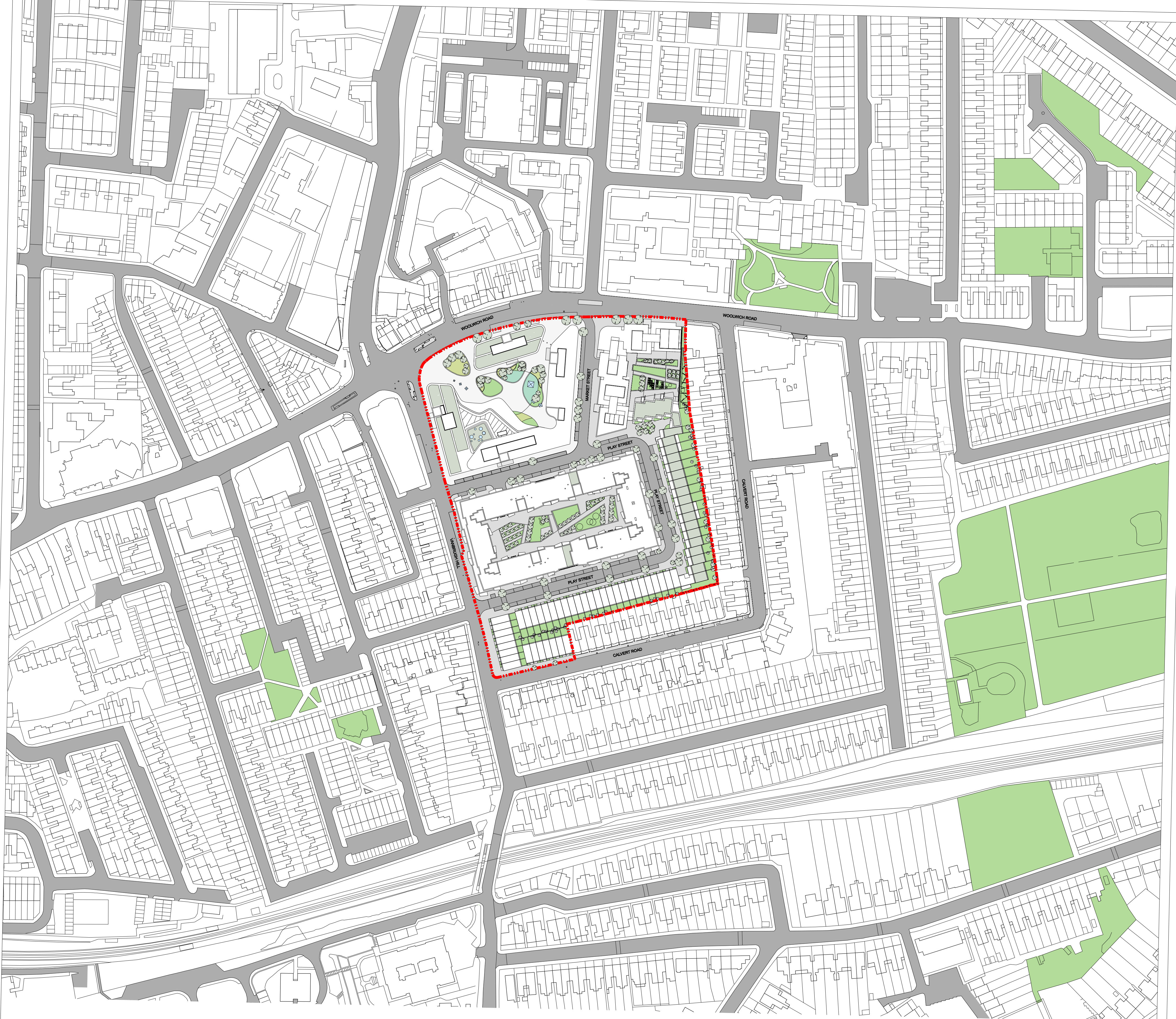
Director

Witness signature

Witness name
(block capitals)

Witness address

Appendix Plan



AP-0001

Site Location Plan - Proposed Masterplan

Rev.01 - 27th June 2008 : For Planning

Appreciate it's the same document but covers two purposes

dealing with the S.38

From: [REDACTED]@london.gov.uk>
Sent: Tuesday, November 28, 2023 10:46 AM
To: [REDACTED]r@macegroup.com>
Subject: RE: Calvert Road

_____ , _____

Many thanks

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 22 November 2023 10:36
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: [REDACTED] - s38 Agreement relating to Highway Works at Greenwich Square

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Morning [REDACTED]
My understanding is that DLA have now put Burges Salmon in funds regarding the S.38.
We are meeting RBG Friday morning to review and finalise the S.38 agreement and therefore it would be really useful to have BS comment on the agreement prior to that – do you think this is going to be possible?
We would be happy to discuss prior if easier?
Many thanks

[REDACTED]

Classification - Public

From: [REDACTED]@macegroup.com>
Sent: Friday, November 17, 2023 11:55 AM
To: [REDACTED]
[REDACTED]
Subject: RE: [REDACTED] - s38 Agreement relating to Highway Works at Greenwich Square

Thanks – DLA will be issuing undertaking shortly.
Speak soon,

[REDACTED]
Senior Development Manager - Mace Developments

[REDACTED]
[REDACTED] | macegroup.com
Connect with us | [LinkedIn](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: [REDACTED]@burges-salmon.com>
Sent: Friday, November 17, 2023 11:49 AM
To: [REDACTED]@macegroup.com>; [REDACTED]@london.gov.uk>; [REDACTED]
[REDACTED]
Subject: RE: Calvert Road Update - s38 Agreement relating to Highway Works at Greenwich Square

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Morning [REDACTED]
We received both documents as per my email below and are waiting for an undertaking from DLA.
Thanks,

[REDACTED]
Solicitor
Borges Salmon LLP

[REDACTED]
www.borges-salmon.com

Classification - Public

From: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>

Sent: Friday, November 17, 2023 11:46 AM

To: [REDACTED] <[\[REDACTED\]@borges-salmon.com](mailto:[REDACTED]@borges-salmon.com)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

Cc: [REDACTED]

Subject: RE: Calvert Road Update - s38 Agreement relating to Highway Works at Greenwich Square [Borges-WORK.FID11043561]

Caution: External Email

Hi [REDACTED],
Can I please confirm that both the S106 and the plan was received as I received a bounce back email?
Many thanks

[REDACTED]

Classification - Public

From: [REDACTED] <[\[REDACTED\]@borges-salmon.com](mailto:[REDACTED]@borges-salmon.com)>

Sent: Thursday, November 16, 2023 5:37 PM

To: [REDACTED] <[\[REDACTED\]@macegroup.com](mailto:[REDACTED]@macegroup.com)>; [REDACTED] <[\[REDACTED\]@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] <[\[REDACTED\]@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>

Cc: [REDACTED]

Subject: RE: Calvert Road Update - s38 Agreement relating to Highway Works at Greenwich Square [Borges-WORK.FID11043561]

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Thanks for sending these [REDACTED]
We will come back to DLA on the agreement as soon as we can.
Kind regards,
[REDACTED]

Solicitor
Borges Salmon LLP

[REDACTED]

www.burges-salmon.com

Classification - Public

From: [REDACTED] [@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Sent: Wednesday, November 15, 2023 5:22 PM
To: [REDACTED] [london.gov.uk](mailto:[REDACTED]@london.gov.uk)>; [REDACTED] [@dlapiper.com](mailto:[REDACTED]@dlapiper.com)>
Cc: [REDACTED] [@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>; [REDACTED] [@burges-salmon.com](mailto:[REDACTED]@burges-salmon.com)>;
[REDACTED] [@burges-salmon.com](mailto:[REDACTED]@burges-salmon.com)>
Subject: RE: Calvert Road Update - s38 Agreement relating to Highway Works at Greenwich Square

Caution: External Email

Hi [REDACTED]
Copying in [REDACTED] from DLA but also please see attached S106 and the S.38 plan.
[REDACTED] can we pick up separately on the undertaking and we will get this sorted tomorrow.
Many thanks,
[REDACTED]

Classification - Public

From: [REDACTED] [@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Sent: Wednesday, November 15, 2023 4:53 PM
To: [REDACTED] [@macegroup.com](mailto:[REDACTED]@macegroup.com)>
Cc: [REDACTED]
Subject: FW: Calvert Road Update - s38 Agreement relating to Highway Works at Greenwich Square

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED]
Please see below – can DLA please contact [REDACTED] and provide her with the relevant documents.
Burges Salmon have provided a fee estimate of £2,500.00 - £2,750.00 plus VAT on the assumption that all relevant parties engage, that the draft is substantially advanced and the scope of landowner liability is limited. Could you please arrange an undertaking from DLA to BS for this amount.
Many thanks
[REDACTED]

Classification - Public

From: [REDACTED] [@burges-salmon.com](mailto:[REDACTED]@burges-salmon.com)>
Sent: 15 November 2023 16:14
To: [REDACTED] [@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>; [REDACTED] [@burges-salmon.com](mailto:[REDACTED]@burges-salmon.com)>;
[REDACTED] [@london.gov.uk](mailto:[REDACTED]@london.gov.uk)>
Cc: [REDACTED]
Subject: RE: Calvert Road Update - s38 Agreement relating to Highway Works at Greenwich Square

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED] d,

Further to [REDACTED] email below, I am a solicitor in the Planning and Compulsory Purchase team and will be reviewing the draft s38 agreement we have received from DLA.

To assist our review, please can a copy of the following be forwarded along with any further information considered relevant:

- 1) The existing associated s106 agreement; and
- 2) The s38 plan.

Subject to receiving the above documents we will hopefully be able to complete our review by the end of the week.

Kind regards,

[REDACTED]

[REDACTED]
Solicitor

Burges Salmon LLP

[REDACTED]

www.burges-salmon.com

[NB No further email appeared in chain]

[REDACTED]

From: [REDACTED]
Sent: 16 November 2023 16:45
To: [REDACTED]
Subject: RE: [REDACTED] - s38 Agreement relating to Highway Works at Greenwich Square

[REDACTED]

Yes I can confirm that Dentons are not acting on this matter for the GLA and BS are.

Kind regards

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 16 November 2023 13:27
To: [REDACTED]@london.gov.uk>
Subject: RE: [REDACTED] - s38 Agreement relating to Highway Works at Greenwich Square

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED],

Trust you are well.

I have been informed that DLA are holding £2750 already on account for Dentons regarding the S.38.

Can you please confirm that Dentons are no longer acting on the S.38 so that DLA can process such to BS?

Many thanks,

[REDACTED]

Classification - Public

From: [REDACTED]@london.gov.uk>
Sent: Wednesday, November 15, 2023 4:53 PM
To: [REDACTED]@macegroup.com>
Cc: [REDACTED]
Subject: FW: Calvert Road Update - s38 Agreement relating to Highway Works at Greenwich Square

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED]

Please see below – can DLA please contact [REDACTED] and provide her with the relevant documents.

Burges Salmon have provided a fee estimate of £2,500.00 - £2,750.00 plus VAT on the assumption that all relevant parties engage, that the draft is substantially advanced and the scope of landowner liability is limited. Could you please arrange an undertaking from DLA to BS for this amount.

Many thanks

[REDACTED]

Classification - Public

From: [REDACTED] <[\[REDACTED\]@burges-salmon.com](mailto:[REDACTED]@burges-salmon.com)>

Sent: 15 November 2023 16:14

To: [REDACTED] <[\[REDACTED\]@tfl.gov.uk](mailto:[REDACTED]@tfl.gov.uk)>; [REDACTED]

Subject: RE: [REDACTED] - s38 Agreement relating to Highway Works at Greenwich Square

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi [REDACTED],

Further to [REDACTED] email below, I am a solicitor in the Planning and Compulsory Purchase team and will be reviewing the draft s38 agreement we have received from DLA.

To assist our review, please can a copy of the following be forwarded along with any further information considered relevant:

- 1) The existing associated s106 agreement; and
- 2) The s38 plan.

Subject to receiving the above documents we will hopefully be able to complete our review by the end of the week.

Kind regards,

[REDACTED]

[REDACTED]
Solicitor
Burges Salmon LLP

[REDACTED]

www.burges-salmon.com

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 25 October 2023 13:38
To: [REDACTED]
Subject: S.38 - GSQ
Attachments: s38 Agreement - 251023.doc

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear [REDACTED]

Trust you are well.

You may remember that I touched on the S.38 agreement that was being drafted with RBG some time ago. GLA are party to such agreement as freeholder.

The S.38 agreement is in the process of final commercial negotiations (principles are agreed just some costs and revised plans to sort out) – please see attached 90% draft version.

I understand you may have had Denton's working on this previously however with Burges Salmon onboard – is this something they can do?

Timing for having this signed is important for the Calvert Road deal as the council are varying the S106 to exclude Calvert Road from the red line and simultaneously will be making amendments to the definition of what is to be adopted by RBG under the same deed of variation with ties back into agreeing the attached S.38. A draft DoV S106 is in circulation however I will share this shortly once we have a 90% version agreed with the council.

We are still finishing plans and costs for the S.38, however I want to avoid delays in any GLA approvals or signatures required so please see attached version to speed up the process to provide a base understanding of the agreement.

Can I please confirm who on behalf of GLA will be reviewing this and timescales for approval and signatures?

We can discuss this tomorrow in more detail but trust the above makes sense.

Many thanks

[REDACTED]
Senior Development Manager - Mace Developments

Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom

[REDACTED]
www.macegroup.com

DATED

2023

ROYAL BOROUGH OF GREENWICH

(1) Council

-and-

GLA LAND AND PROPERTY LIMITED

(2) Owner

-and-

MACE DEVELOPMENTS (GREENWICH) LTD

(3) Developer

**AGREEMENT
SECTION 38 HIGHWAY ACT 1980**

relating to: Highway Works at Greenwich Square, Greenwich

**Law & Governance
Chief Executives Department,
Greenwich Council,
4th Floor The Woolwich Centre,
35 Wellington Street, London SE18 6HQ.**

THIS AGREEMENT is made the day of2023

BETWEEN

- (1) **THE ROYAL BOROUGH OF GREENWICH** of the Town Hall Wellington Street Woolwich London SE18 6PW ("the Council")
- (2) **GLA LAND AND PROPERTY LIMITED** (company registration number 07911046) of 5 Endeavour Square, London, United Kingdom, E20 1JN (**the "Owner"**);
- (3) **MACE DEVELOPMENTS (GREENWICH) LTD** (company registration number 06987720) whose registered office is at 155 Moorgate, London, England, EC2M 6XB (the "**Developer**");

BACKGROUND:

- A The Council is the local highway authority for the purposes of the Act for the area in which the Land referred to in Recital B below is situated
- B The Owner is the registered proprietor at the Land Registry and is registered with freehold Title Absolute under Title Number TGL249007 in respect of the land known as Greenwich Square in the Royal Borough of Greenwich ("the Land") as shown for the purpose of identification only by red edging on the Drawing numbered 1622-C-305 annexed hereto which includes the Road Land (as defined in Clause 1)
- C The Developer is the leasehold owner of the Land under a 999 year lease dated 9 October 2012 registered at the Land Registry under Title Number TGL369613
- D The Developer has completed the Highway Works at its own expense in compliance with the Council's Specification as required by the Council on the Road Land

Commented [PC1]: Drawing numbers to be checked

- E No surety or bond is required under this Agreement as the Highway Works have been completed
- F The Parties to this Agreement desire that the Road Land shall become a highway maintainable at the public expense provided that each party hereto shall have fulfilled each and every one of its undertakings and responsibilities as provided in this Agreement with the intent that the Road Land becomes a highway maintainable at the public expense
- G The Owner agrees to enter into this Agreement only for the purposes of dedicating the Road Land as highway in accordance with Clause 9 of this Agreement

OPERATIVE PART - AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following terms shall have the meanings set out below:

“the Act” means the Highways Act 1980 (as amended)

“the 1991 Act” means the New Roads and Street Works Act 1991 (as amended)

“the “As Built” Drawings” means the drawings showing the Highway Works “as built” which shall include:

- (a) all departures from the approved stage 2 drawings;
- (b) the position of all Statutory Undertakers' apparatus any additional levels boreholes records or other information which Greenwich reasonably considers to be useful; and
- (c) separate titled drawings outlining or identifying:
 - (i) the location direction of flow and construction materials of all new and existing drainage ditches and the location of outfalls or soakaways;
 - (ii) all street lighting illuminated signs and cables;
 - (iii) the highway boundary by means of red edging;
 - (iv) signs and road markings on highway and location and details of sign faces; and
 - (v) all completed finishes on the highway that is (but without limitation) high friction surfacing, wearing course, tactile paving, carriageway, footway finishes and kerb types.

“the Commuted Maintenance Payment” means the payment of two hundred and sixty two thousand eight hundred and twenty pounds and fifty pence (£262,820.50) respect of the future maintenance by the Council of the Highway Works to be adopted as public

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Commented [PC2]: To be confirmed if payment has been made previously

highway such being 25% of the Estimated Cost of the Highway Works

“The Dedication Date” means the date of issue by the Council of the Final Certificate

“the Detailed Drawings” means as listed in the Second Schedule to this Agreement

“Director” means the Council’s Transportation and Highways director or their delegated subordinate officers or otherwise the officer for the time being appointed by the Council for the purposes of this Agreement or of any provision contained in it

“the Estimated Cost” means the sum of one million and fifty one thousand, two hundred and eighty two pounds (£1,051,282.00) being the amount which is in the opinion of Director the cost of carrying out the Highway Works

“the Final Certificate” means the certificate to be issued in accordance with this Agreement

“the Highway Works” means the works shown on the Plan and specified in the First Schedule

“The Parties” means the parties to this Section 38 Agreement

“Remediation Works” means carriageway and footway repairs, street lighting improvements, parking signs and posts, costs of traffic management order for 20mph speed limit and controlled parking zone required to the Highway Works to be carried out by the Council following payment of Remediation Works Costs by the Developer

“Remediation Works Costs” means the sum of [1]

Commented [JR3]: Ben - please provide

“The Road Land” means the freehold estate in the Land where the comprising the Road Highway Works have been carried out

“Specification” means the latest edition of the Council’s document entitled the Council’s Specification for the Adoption of Estate Roads as made available (or otherwise as advised or notified in writing) to the Developer by Director and any changes proposed by the Developer as agreed in writing by the Council.

“Supervision Costs” means the sum of £26,282.05 paid by the Developer by way of supervision survey and administration charges

Commented [JR4]: Ben to provide update on cost

“Working Day” means a day other than a Saturday or Sunday or Public Holiday or Bank

Holiday In England when banks in London are open for business

1.2 Interpretation

1.2.1 Any reference to “the Council” “the Owner” “the Developer” in this Agreement shall include their respective successors in title

1.2.2 Unless the context otherwise requires reference to any recital clause sub-clause schedule drawing or plan without further designation is a reference to the recital clause sub-clause schedule drawing or plan of (or in the case of a Drawing or Plan annexed to) this Agreement so numbered

1.2.3 Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended extended re-enacted or consolidated and all statutory instruments or orders made pursuant to it

1.2.4 Words denoting the singular number only shall include the plural and vice versa words denoting any gender include all genders and words denoting persons shall include firms and corporations

1.2.5 The headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation thereof

STATUTORY PROVISIONS

2. This Agreement will be registered as a Local Land Charge by the Council and is made pursuant to Section 38 of the Highways Act 1980 containing covenants under Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the Council in that behalf and the covenants on the part of the Developer hereinafter contained shall be covenants to which the provisions of Section 38 and of the Act shall apply and shall be enforceable

(without any limit of time) against any person deriving title from the original covenantor in respect of the Land and any person deriving title under him in respect of any lesser interest in that Land as if that person had also been an original covenanting party irrespective of the interest for the time being held by him

3. Nothing in this Agreement shall:

3.1 prevent or restrict the exercise by the Council of its powers under Part XI of the Act or any other statutory powers

3.2 imply obligation on the part of the Council to the Developer or to any person to ensure that the Highway Works are properly constructed

3.3 operate so as to render the Council in any way liable for any act or default of the Developer its successors or assigns while carrying out the Highway Works

DEVELOPER'S COVENANTS

4. The Developer HEREBY DECLARES AND COVENANTS with the Council that:-

4.1 the Developer has paid the Supervision Costs to the Council

4.2 has carried out and completed the construction of the Highway Works (excluding the Remediation~~ion~~ Works, which shall be carried out by the Council) at the Developer's expense in accordance with the Specification and the Detailed Drawings, to the reasonable satisfaction of the Director

THE DEVELOPER'S PAYMENT AND OTHER OBLIGATIONS

5. the Developer shall pay to the Council prior to completion of this Agreement

(a) Commuted Maintenance Payment

(b) Remedial Works Costs for the Remedial Works

(c) the legal costs of the Council incidental to the preparation and completion of this ~~Deed~~Agreement

6. The Developer shall provide to the Council prior to completion of this Agreement three sets of the "As Built" Drawings" of the Highway Works "as built" to a scale of 1:1250 (or such other scale as Director shall reasonably agree) in accordance with the Specification,

COUNCIL OBLIGATIONS

7. On completion of this Agreement the Council will issue the Final Certificate to the Developer and the Road shall become highways maintainable at the public expense
8. ~~on~~Following receipt of the payment of the Remediation Works Costs and following the issue of the Final Certificate the Council will carry out the Remediation Works

DEDICATION DATE

9. The Owner and Developer hereby agrees with the Council that from the date of the issue of the Final Certificate the Road Land shall be dedicated as a highway maintainable at the public expense AND FOR THE AVOIDANCE OF DOUBT the extent of such dedication and adoption shall include all of the Highway Works and to give up all that surface of the Road Land for use by the general public to pass and re-pass at all times and for all purposes on the Dedication Date

DETERMINATION OF THIS AGREEMENT BY THE COUNCIL

10. If the Developer fails to perform or observe any of the conditions stipulations or obligations or liabilities on its part in this Agreement (having first received one months' prior written notice of the same from the Council advising the Developer

how any breach or failure to perform can be remedied) or if the Developer has an administrative receiver or receiver or suffer the appointment of an administrator or enter voluntarily into liquidation or otherwise or shall execute a Deed of Assignment for the benefit of or otherwise compound with its creditors the Council may without prejudice to its rights remedies and powers by notice in writing to the Developer determine this Agreement and upon such notice being served this Agreement shall forthwith determine and the powers of the Council shall be as if this Agreement had never been executed

EXPERT

11. If the Parties to this agreement shall be aggrieved by any action or omission in accordance with the terms of this Agreement the parties or one of them may by written notice refer the question to a person to be agreed between the Parties or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers the costs of such appointment shall be borne equally between the Parties and such person shall be appointed as an "Expert" whose decision on the issue shall be binding on the Parties

NOTICES

12. All notices to be given under this Agreement shall:
 - (a) be in writing;
 - (b) be signed by or on behalf of the Party concerned be delivered personally or sent by pre-paid recorded delivery post addressed to the Party to be served at the addresses given below

For the Council

any notice to be served on the Council shall be delivered or posted to Director of Regeneration Enterprise and Skills, 5th Floor The Woolwich Centre 35 Wellington Street Woolwich London SE18 6HQ (or any such other address as the Council shall subsequently notify to the Developer)

For the Owner and Developer

any notice to be served on the Owner, the Developer may be delivered or posted to its Registered Office or to its last known Registered Office or its place of business or may be posted on the Land or any part or parts thereof forming the site of the Highways Works and any notice to be served on the Surety may be sent to its Registered or Head Office for the time being

INTEREST AND LATE PAYMENT

13. Any sum or sums payable to the Council hereunder remaining unpaid for 14 days after demand shall be payable with interest thereon calculated at the rate of four per cent per annum above the current base rate of Barclays Bank plc for the time being in force calculated on a day-to-day basis from the date of demand down to the date of actual payment

THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

14. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from such Act

**FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL
REGULATIONS 2004**

15. Pursuant to the Freedom of Information Act 2000 (the "**FOIA**") and the Environmental Information Regulations 2004 (together the "**Acts**"), any person has a right to request information, including information relating to or disclosed by the Developer pursuant to this agreement (the "**Information**") from the Council;
- 15.1 the Council has a duty (to the extent required by and subject to any exemptions in the Acts) to disclose whether or not it holds the Information requested and subsequently to communicate it to the person making the request; and
- 15.2 the Developer shall co-operate to enable the Council to comply with its obligations under the Acts.

LOCAL LAND CHARGES REGISTER

16. As soon as practicable following the date of completion of this Agreement the Council shall enter this Agreement and its terms and conditions in the local land charges register

GOVERNING LAW

17. This Agreement shall be governed by and construed in accordance with the law of England

THE FIRST SCHEDULE

HIGHWAY WORKS

Creation of all roads to the agreed specification for Hawthorne Crescent and Hazel Lane

Junction improvements as per the agreed specification to Hawthorne Crescent and Vanbrugh Hill in the two locations as shown on the agreed drawings

Junction improvements as per the agreed specification to Hazel Lane and Woolwich Road in the location as shown on the agreed drawings

SECOND SCHEDULE

LIST OF DRAWINGS

Drawing Number	Drawing Revision	Drawing Title	Designer
1622-C-305	P8	SECTION 38 AGREEMENT DRAWING	Meinhardt
1622-C-306	C4	SECTION 278 LAYOUT	Meinhardt
1622-C-310	C10	ROAD LEVELS SHEET 1	Meinhardt
1622-C-311	C8	ROAD LEVELS SHEET 2	Meinhardt
1622-C-312	C5	ROAD SETTING OUT SHEET 1	Meinhardt
1622-C-313	C3	ROAD SETTING OUT SHEET 2	Meinhardt
1622-C-314	P2	ROAD CONTOURS SHEET 1	Meinhardt
1622-C-320	P4	ROAD MARKINGS, SIGNS AND STREET LIGHTING 1	Meinhardt
1622-C-321	P4	ROAD MARKINGS, SIGNS AND STREET LIGHTING 2	Meinhardt
1622-C-322	P3	WHITE LINING AND SIGNAGE SCHEDULE	Meinhardt
1622-C-330	C4	HIGHWAY CONSTRUCTION DETAILS	Meinhardt
GS3-WAL-ZZ-00-DR-C-6200	C1	PROPOSED FOOTWAY LEVELS AND SIGNS AND LINES	Walsh
GS3-WAL-ZZ-00-DR-C-6200-KDS Adoption-200602	C1	AGREED S38 ADOPTION LINE	Walsh / KDS
GS3-WAL-ZZ-00-DR-C-3603	P2	RETAINING WALL AND KERB DETAILS	Walsh

IN WITNESS **whereof** the parties hereto have caused their respective Common Seal to be hereunto affixed the day and year first before written

EXECUTED AS A DEED as)
THE COMMON SEAL of the)
ROYAL BOROUGH OF GREENWICH)
was hereunto affixed in the)
presence of :-)

Principal Lawyer)

Add **freeholder**

Commented [JR5]: To be updated

EXECUTED AS A **DEED**)
[NAME OF DEVELOPER])
acting by)

Commented [JR6]: To be updated

Director)
Director/ Company Secretary)
in the presence of :-)
[SIGNATURE OF WITNESS])

[REDACTED]

From: [REDACTED]@macegroup.com>
Sent: 23 October 2023 23:23
To: [REDACTED]
Subject: Calvert Road Update

CAUTION: This email originated from outside this organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

[REDACTED],
I trust you are well. Apologies I am at uni this week and then on annual leave so trying to get things spinning whilst I am away.

In terms of an update for you, please see the below, a few heads up of documents coming your way / in the hands of Burges Salmon – please can you turn these around as soon as possible once landed?

- ☐ S106 DoV – ongoing – DLA and [REDACTED] to meet with RBG Wednesday 25th October to discuss S106 DoV wording – RBG have circulated a draft. Mace have provided comments.
- ☐ RBG DA – Mace to review and determine if any obligations have not been met or are outstanding. RBG Charge over the land needs removing. **Ongoing**
- ☐ Pending above, Mace to contact RBG to release charge over the land. **Ongoing**
- ☐ [REDACTED] to send over amended CPSE's for [REDACTED] to clean up. **Complete**
- ☐ CPSE and title docs shared with Burgees Salmon for GLA review - [REDACTED] can you check in with Burges Salmon on this? **Ongoing**
- ☐ Sales contract – DLA have drafted and is in circulation. Mace reviewing internally. Will share with GLA this week. [REDACTED] – please carve out some time with Burges Salom to review this so we can get it over to the buyer as soon as possible. **Ongoing**
- ☐ DLA to investigate split of purchase price i.e. leaseholder amount vs freehold amount noting to flow of funds which is below which is agreed. **Ongoing**
- ☐ DoV to DA – plans to be used as part of the S106 DoV. Draft reviewed by Mace and to be shared with Burges Salmon for GLA review - [REDACTED] this will be heading tomorrow to Burges Salmon – please again carve out time to review and provide comments. This is a simple DoV to remove Calvert Road from the red line. **Ongoing**

Are you free Thursday afternoon for a quick call before I go on Annual Leave?

Many thanks

[REDACTED]
Senior Development Manager - Mace Developments

Mace, 155 Moorgate, London, EC2M 6XB, United Kingdom

[REDACTED]
www.macegroup.com