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Title Number TGL595296

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FORSTERS

DATED **2023**

(1) GLA LAND AND PROPERTY LIMITED

(2) KNIGHT DRAGON 19.05 LIMITED

(3) KNIGHT DRAGON DEVELOPMENTS LIMITED

(4) GREENWICH PENINSULA ESTATE MANAGEMENT COMPANY LIMITED

PLOT LEASE

relating to

Plot 19.05 at Greenwich Peninsula London SE10

Forsters LLP 31 Hill Street London W1J 5LS | **DX:** 82988 Mayfair
T: +44(0)20 7863 8333 | **W:** www.forsters.co.uk | **R:** BNB/CEW/33645.1781

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PARTICULARS

Land Registry prescribed particulars

With the exception of LR13 and LR14 be deleted even if there is no information to put in them.

LR1. Date of Lease	2023
LR2. Title number(s)	**LR2.1 Landlord's title number(s)** TGL1608 **LR2.2 Other title numbers** TGL1612, TGL174698, SGL266023, TGL204784 TGL173275, TGL440655 and TGL159677
LR3. Parties to this Lease *Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and if appropriate, the registered number in the United Kingdom including any prefix.*	**Landlord** **GLA LAND AND PROPERTY LIMITED** a private limited liability company incorporated under the laws of England and Wales under Company Number: 07911046 whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN **Tenant** **KNIGHT DRAGON 19.05 LIMITED** a private limited company incorporated under the laws of England and Wales (Company Registration No. 09806468) whose registered office is at Level 9, 6 Mitre Passage, Greenwich Peninsula, London, England, SE10 0ER **Other Parties** **KNIGHT DRAGON DEVELOPMENTS LIMITED** a private limited company incorporated under the laws of England and Wales (Company Registration No. 04250941) whose registered office is at 31 Hill Street, London W1J 5LS ("KDD") **GREENWICH PENINSULA ESTATE MANAGEMENT COMPANY LIMITED** a private

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	limited company incorporated under the laws of England and Wales (Company Registration No. 7909672) whose registered office is at 31 Hill Street, London W1J 5LS ("Estate Management Company")
LR4. Property *Insert a full description of the land being leased* *or* *Refer to the clause, schedule or paragraph of a schedule in this Lease in which the land being leased is more fully described.* *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 specified.*	**In the case of a conflict between this clause and the remainder of this Lease then, for the purposes of registration, this clause shall prevail.** See clause 1 of this lease for the definition of the Premises which describes the land demised.
LR5. Prescribed statements etc. *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.* *In LR5.2, omit or delete those Acts which do not apply to this Lease.*	***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*** None ***LR5.2 This lease is made under, or by reference to, provisions of:*** None
LR6. Term for which the Property is Leased *Include only the appropriate statement (duly completed) from the options.* *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.*	The term is as follows: 999 years less 10 days from and including 17 June 2004.
LR7. Premium *Specify the total premium, inclusive of any VAT where payable.*	means the consideration defined as the "MLV Payment" in the Plot Option Agreement defined in clause 1 of this lease.

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LR8. Prohibitions or restrictions on disposing of this Lease *Include whichever of the two statements is appropriate.* *Do not set out here the wording of the provision.*	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc. *Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.*	**LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land** None
	LR9.2 Tenant's covenant to (or offer to) surrender this Lease None **LR9.3 Landlord's contractual rights to acquire this Lease** See clause 8.4 of this lease.
LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property *Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this Lease which contains the provisions.*	None
LR11. Easements *Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the easements.*	**LR11.1 Easements granted by this Lease for the benefit of the Property** See clause 3.3 of this lease. **LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property** See clause 3.2 of this lease.
LR12. Estate rentcharge burdening the Property	None

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Refer here only to the clause, schedule or paragraph of a schedule in this Lease which sets out the rentcharge.	
LR13. Application for standard form of restriction *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 you are applying for.* *Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003*	None
LR14. Declaration of trust where there is more than one person comprising the Tenant *If the Tenant is one person, omit or delete all the alternative statements.* *If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.*	Not applicable

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LEASE

DATE:

PARTIES:

(1) the Landlord;

(2) the Tenant;

(3) KDD; and

(4) Estate Management Company

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS**

1.1 In this Lease the following definitions apply together with the definitions set out in the Prescribed Clauses:

2015 Masterplan Consent: means the outline planning permission dated 8 December 2015 granted in respect of Greenwich Peninsula with reference number 15/0716/O as amended, supplemented or varied from time to time

Adjoining Land: means any land or buildings under the ownership or control of the Landlord or KDD adjoining or neighbouring the Plot;

Affiliate: means any company which is, for the time being:

(a) a subsidiary of the relevant party; or

(b) the holding company of that party; or

(c) another subsidiary of the holding company of that party;

(d) in each case within the meaning of the Companies Act 2006, and also includes any company, partnership or other entity controlled by or under common control with the relevant company;

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Authority:	means a public utility, statutory undertaking or other provider responsible for the supply of Utilities
Base Rate:	means the base rate for the time being of HSBC Bank Plc or such other London clearing bank nominated from time to time by the Landlord or, in the event of there being no such base rate, such other comparable rate of interest as the Landlord shall reasonably specify;
Building:	means the building or buildings to be erected on the Plot comprising part of the Works and includes any other building erected on the Premises from time to time;
CDM Regulations:	the Construction (Design and Management) Regulations 2015 (or any amendments to them or regulations substituted);
Certificate Date:	has the meaning given to it in the Development Agreement.
Communications Act:	means the Communications Act 2003;
Conduits:	means all sewers, drains, pipes, gulleys, gutters, ducts, mains, watercourses, channels, subways, wires, cables, conduits, flues, tunnels, tubes and other conducting media of whatsoever nature;
Environmental Deed of Covenant:	means the deed entered into on the same date as this Lease by the Tenant to confirm its acceptance of and adherence to the terms, conditions, restrictions and obligations of the Environmental Deed;
Design Criteria:	means the design criteria set out in the Masterplan Design Code, the Sustainability Management Plan and the Section 106 Agreement;
Development:	means the development of the Plot by the carrying out of the Works;

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Development Agreement:	means the Development Agreement entered into between the Landlord (1), KDD (2) and the Tenant (3) dated on the same date as this Lease;
Disposal:	means any disposal of a Private Residential Unit for valuable consideration or an interest in such Private Residential Unit including letting on the open market by way of an assured shorthold tenancy which is not registrable at the Land Registry or the grant of a lease in consideration of a fine or premium;
District Management Company:	means the person or company named as the 'District Management Company in the Estate Service Charge Deed (or its successors from time to time) providing the services in respect of the district in which the Premises sits;
Electronic Communications Apparatus:	has the meaning given to those words in the Communications Act;
Electronic Communications Infrastructure:	means any and all duct banks, ducts and subducts, risers, cable trays, manholes, jointing chambers and other Conduits relating to the provision of the Electronic Communications Services;
Electronic Communications Network:	has the meaning given to those words in the Communications Act;
Electronic Communications Services:	has the meaning given to those words in the Communications Act;
Encumbrances:	means the rights, easements, covenants, stipulations and other matters set out or referred to in Schedule 2 in so far only as the same relate to or otherwise affect the Premises and are still subsisting and capable of taking effect;
Energy Supplier:	means the supplier of Heat to the Estate operating pursuant to the Use of System Agreement (or any renewal or replacement agreement for the provision of Heat to the Estate);
Environmental Deed:	means the deed dated 11 July 2007 and made between the Landlord (1), KDD (2), Quintain Meridian

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Limited (3) and Quintain Estates and Development plc (4);

Environmental Method Statement: means the working method statement to regulate all construction work on the Greenwich Peninsula which disturbs the existing ground labelled Environmental Method Statement on the Master USB;

Estate: means Greenwich Peninsula which at the date of this Lease comprises the area shown edged red on the Estate Boundary Plan attached at Annexure 2 together with the Estate Common Parts, Estate Roads and any additional land, buildings, structures and Service Media which the Landlord or the Estate Management Company may from time to time reasonably designate as part of the Estate, but excluding such land, structures and Service Media as the Landlord or the Estate Management Company may from time to time reasonably determine shall no longer form part of the Estate;

Estate Common Parts: means those Estate Roads, cycleways, pathways, piers, public open spaces and other areas forming part of the Estate and designated as such at the date of this Lease together with any other areas as are designated by the Landlord or the Estate Management Company (acting reasonably and in the interests of the good estate management of the Estate) from time to time as being available for use in common by the Tenant and other occupiers of the Estate, but excluding such areas as the Landlord or the Estate Management Company may from time to time (acting reasonably and in the interests of good estate management of the Estate) determine to no longer form part of the Estate Common Parts (including those which may become adopted and maintainable at public expense);

Estate Management Company: means the person or company named as the Estate Management Company in LR3 of the Prescribed Clauses and its successors so appointed from time to time under the Estate Service Charge Deed to provide

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	the Estate Services in respect of the Estate and any replacement of it;
Estate Roads:	means the roads for vehicular traffic shown providing access to the adopted highway marked as such on the plan attached at Annexure 3 and any additional roads dedicated by the Landlord or the Estate Management Company from time to time as being available for estate roads save for those which may become adopted and maintainable at public expense and as may be varied from time to time by the Landlord pursuant to clause 5.2;
Estate Services:	means the services provided in accordance with the Estate Service Charge Deed
Estate Service Charge:	means the sums payable by the Tenant in respect of the Estate Services as calculated or otherwise determined pursuant to the Estate Service Charge Deed
Estate Service Charge Deed:	means a deed to be entered into for the provision of the Estate Services, such deed comprising the principles agreed between the parties and contained in Annexure 4;
Greenwich Peninsula:	means the land in the London Borough of Greenwich which is known as Greenwich Peninsula the extent of which is shown edged red on the Estate Boundary Plan SK-997-01 attached at Annexure 2 and of which the Premises form part;
Gross Internal Area:	shall have the meaning ascribed to it in the Code of Measuring Practice (6th Edition) of the Royal Institution of Chartered Surveyors;
Heat:	means hot water for domestic use and for space heating (to be supplied via the Heat Service Network);
Heat Customer:	means a proposed owner or occupier of a residential unit of accommodation;
Heat Exclusivity Requirements:	means:

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(a) the Plot Connection Agreement has been entered into and is subsisting and has not terminated or expired; and

(b) exclusivity in respect of the provision of Heat to the Premises by the Energy Supplier has not been waived or removed under the Plot Connection Agreement;

Heat Service Network: means the Primary Heat Service Network and the Secondary Heat Service Network;

Integrated Management System: means the system dealing with the management of the construction works across the Greenwich Peninsula labelled Integrated Management System on the Master USB or as may be varied from time to time by KDD;

Interest Rate: means an annual rate of four per cent (4%) above the Base Rate;

KDD's Solicitors: means Forsters LLP of 31 Hill Street, London W1J 5LS (ref: BNB/CEW/33645.1781);

Landlord: means the person named as Landlord in Prescribed Clause LR3 and its successors in title or the persons otherwise entitled to the reversion immediately expectant on the expiry or termination of this Lease;

Landlord's Adjoining Land: means any Adjoining Land in which the Landlord (as named in Prescribed Clause LR3) owns a legal interest from time to time;

Landlord's Solicitors: means Bryan Cave Leighton Paisner of Governor's House 5 Laurence Pountney Hill, London EC4R 0BR (Ref: Mark Mallon) or such other solicitors as the Landlord may notify in writing to the Tenant and KDD from time to time to time;

Landlord's Surveyor: means a surveyor (being a member or fellow of the Royal Institution of Chartered Surveyors) appointed by the Landlord, who may be an individual, a firm or a

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company or otherwise a suitably professionally qualified surveyor who is an employee of the Landlord or (if the Landlord is a company) a company which is an Affiliate of the Landlord;

Lease: means this Lease as varied or supplemented by any supplemental document;

Master USB: means the master USB of annexures labelled "Plot 19.05 Greenwich Peninsula Annexures" and initialled by the Parties.

Masterplan Design Code: means the design code labelled Masterplan Design Code on the Master USB;

New Home Cover: means a Building Life Plan or similar cover in a form acceptable to the Council of Mortgage Lenders;

Permitted Use: means:

(a) use within Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 only (and not any amendment or re-enactment of such Order made after the date of this Lease) and purposes ancillary to such use, with car parking for the number of car parking spaces from time to time permitted on the Plot pursuant to any planning permissions consents and conditions (if any) granted or imposed in relation to the Plot and the Planning Acts;

(b) use of the part of the Plot not comprising the Building constructed as part of the Works as pedestrian access and landscaping;

Planning Acts: means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the

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Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and includes any other applicable town and country planning or related legislation;

Planning Agreement: means any agreement under Section 106 of the Town and Country Planning Act 1990 or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or any agreement under any other enactment having the same or similar effect including any agreement under the provisions of any enactment relating to roads, drainage, sewerage or other works which may have been entered into by the Tenant or the Landlord in respect of the Premises;

Planning Consent: the planning permission reference 21/2077/R together with (to the extent applicable to the Plot) the 2015 Masterplan Consent;

Plot: means all that land on Greenwich Peninsula known as Plot 19.05 and shown edged red on the plan annexed to this Lease at 0;

Plot Connection Agreement: means an agreement for the connection of the Premises to the heat distribution network to be supplied to the Estate by the Energy Supplier if entered into between the Tenant and the Energy Supplier.

Plot Option Agreement: means the plot option agreement entered into between the Landlord (1), KDD (2), the Tenant (3) and Knight Dragon Investments Limited (4) dated 14 October 2022;

Premises: means:

(a) the Plot;

(b) such of the Works as have from time to time been carried out on the Plot;

(c) the Building;

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(d) all erections, structures, fixtures, fittings and appurtenances on the Plot from time to time; and

(e) all additions, alterations and improvements to the Building on the Plot

(f) but excluding the Heat Service Network and any Service Media which are in, upon or under or over the Premises belonging to the public utilities or statutory undertaker or those which serve any Adjoining Land;

Premium: means the sum referred to in Prescribed Clause LR7;

Prescribed Clauses: means the clauses in the pages headed Prescribed Clauses which form part of this Lease and a reference to a specific Prescribed Clause shall be construed accordingly;

Primary Heat Service Network: means the boilers, equipment, plant (including the central energy building in which such boilers, equipment and plant are housed), meters, pipes, watercourses, wires, cables, conduits, tanks, pumps and any conducting media required to generate and provide Heat from the proposed energy centre to the Estate up to and including the heat exchanger unit on the Premises but not beyond this point;

Private Residential Unit: means an individual house, flat or maisonette to be provided pursuant to the Development and the phrase Private Residential Units shall be construed accordingly;

Rents: means the sums payable by the Tenant under Clause 4.1;

Required Consents: means all necessary planning permissions and all approvals of reserved matters or details pursuant to them, bye-laws and building regulations approvals, fire officer approvals and all other consents, permissions, approvals, licences and certificates

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	required pursuant to the Statutory Requirements and obtained by the Tenant in respect of the Plot;
Rights:	means the rights and easements set out in Schedule 1Part 1;
Secondary Heat Service Network	means the meters, pipes, watercourses, wires, cables, conduits, tanks, pumps and any conducting media required to provide Heat from the Primary Heat Service Network up to and including the consumer heat interface unit in each individual dwelling (but not beyond this point, i.e. to exclude pipework, taps and radiators within each individual dwelling);
Section 106 Agreement:	means an agreement dated 26 August 2022 in relation to the Greenwich Peninsula made pursuant to Section 106 Town and Country Planning Act 1990 between (1) the Royal Borough Of Greenwich (2) GLA Land And Property Limited (3) Knight Dragon Infrastructure Limited (4) Knight Dragon Developments Limited (5) Knight Dragon Meridian Limited (6) Transport For London which takes effect as a variation of the Section 106 agreement dated 8 December 2015 in relation to the Greenwich Peninsula made pursuant to Section 106 Town and Country Planning Act 1990 in respect of the 2015 Masterplan Consent;
Service Media:	means Conduits and equipment now or at any time used for the reception, generation, passage and/or storage of Utilities;
Statutory Requirements:	means any Act of Parliament and any instruments, rules, orders, regulations, notices, directions, bye-laws, permissions and plans for the time being made under or deriving validity from it, all regulations, laws or directives made or issued by or with the authority of The European Commission and/or the Council of Ministers (other than the EU public procurement rules) and any rules, regulations, building regulations, orders, bye-laws or codes of practice of any local authority or any utility company having jurisdiction in

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	relation to the Works and the requirements of any insurer;
Superior Landlord(s):	means any person who is not the Landlord but who holds a freehold or leasehold interest from time to time which is in reversion to, or runs concurrently with, this Lease;
Sustainability Management Plan:	means the sustainability management plan labelled Sustainability Strategy on the Master USB;
Tenant:	means the party so named as Tenant in Prescribed Clause LR3 and includes its successors in title and assigns and, in the case of an individual, his personal representatives;
Term:	means the term specified in Prescribed Clause LR6 together with any period of holding over;
Term Commencement Date:	means the date specified in Prescribed Clause LR6;
Use of System Agreement:	means the agreement dated 5 December 2014 made between Greenwich Peninsula Esco Limited (company number 8855040) and Loka Energy Limited (company number 8854998) for the provision of Heat to Greenwich Peninsula, as amended by a Use of System Amendment (No.1) Agreement dated 26 October 2015 between the same parties or any renewal or replacement agreement for the provision of Heat to the Estate;
Utilities:	means electricity, gas, water, foul water, surface drainage, communication media and similar services;
VAT:	means value added tax payable by virtue of the Value Added Tax Act 1994 and any tax of a similar nature substituted for, or levied in addition to, such value added tax;
Working Day:	means any day from Monday to Friday (inclusive) which is not Christmas Day, Boxing Day, Good Friday

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	or a statutory bank holiday or 24, 27, 28, 29, 30 and 31 December;
Works:	means the works to be carried out by or on behalf of the Tenant of constructing and completing the Building in accordance with the terms of the Development Agreement.

2. **INTERPRETATION**

In this Lease, unless otherwise specified:

2.1 the table of contents and clause headings are for reference only and do not affect its construction;

2.2 words denoting the singular include the plural and vice versa;

2.3 words denoting one gender include each and all genders;

2.4 the words "include" and "including" are deemed to be followed by the words "without limitation";

2.5 obligations owed by or to more than one person are owed by or to them jointly and severally;

2.6 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye-laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body;

2.7 a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time unless otherwise expressly stated;

2.8 a reference to a person includes an individual, corporation, company, firm, partnership or government body or agency, whether or not legally capable of holding land;

2.9 a reference to a clause or sub-clause or schedule is (as the case may be) a reference to a clause or sub-clause of or schedule (as the case may be) to this Lease;

2.10 an obligation on the Landlord or the Tenant not to do something includes an obligation not to cause or knowingly allow or permit that thing to be done;

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2.11 any reference to the Tenant indemnifying or compensating the Landlord, KDD or the Estate Management Company shall be a reference to the Tenant putting them in the same after-tax position they would have been in had the matter giving rise to the indemnification or compensation not arisen;

2.12 references to the end of the Term are to the expiry by effluxion of time or the sooner determination of the Term whether before or at the end of the term of years granted by this Lease;

2.13 references to the Royal Institution of Chartered Surveyors includes any successor organisation to such organisation;

2.14 where a sum is expressed to be payable on demand, the due date for payment, unless otherwise specified, is ten (10) Working Days after a written demand has been made;

2.15 any reference to the right of the Landlord or KDD to have access to, or to enter, the Premises shall be construed as extending to any mortgagee of the Landlord and to all persons authorised by them, including agents, professional advisers, contractors, workmen and others;

2.16 any requirement that the Tenant must obtain the approval or consent of the Landlord in respect of any matter mentioned in this Lease includes a requirement that such approval or consent shall be in writing and reference to any consent shall be construed as also including a requirement to obtain the consent of the Superior Landlord where the Superior Landlord's consent would be required under the terms of any superior lease;

2.17 all agreements and obligations by any party contained in this Lease (whether or not expressed to be covenants) shall be deemed to be, and shall be construed as, covenants by such party;

2.18 any reference to a person, at any time when that person is treated as a member of a group for the purposes of Sections 43 to 43D of the VAT Act includes (where appropriate for VAT purposes) a reference to the representative member of that group at that time, and "representative member" is to be construed in accordance with Sections 43 to 43D of the VAT Act;

2.19 any reference to a person, at any time when the grant of an interest in, right over or licence to occupy the Premises would, if made by that person, be treated pursuant to paragraph 8, Schedule 10 of the VAT Act as having been made by any other person, includes (where appropriate for VAT purposes) a reference to such other person, and "the grant of an interest in right over or licence to occupy" is to be construed in accordance with that paragraph;

2.20 any reference to a person or persons, at any time when that person or any one or more of those persons is registered under the VAT Act in the name of a firm as provided for in Section 45 of the VAT Act, includes (where appropriate for VAT purposes) a reference to that firm;

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2.21 any reference to an election to waive exemption made or to be made by a person pursuant to paragraph 2 of Schedule 10 to the VAT Act includes a reference to an election made or to be made pursuant to that paragraph by a relevant associate of that person, and "relevant associate" is to be construed in accordance with paragraph 3 of that Schedule; and

2.22 any reference in this Lease to the commencement of the Development or the Works shall be interpreted as Commencement of Development as defined in Section 56 of the Town and Country Planning Act 1990.

3. GRANT, RIGHTS AND OTHER MATTERS

3.1 Demise and Term

In consideration of the rents, covenants and agreements reserved by, and contained in, this Lease to be paid and performed by the Tenant and of the payment of the Premium to the Landlord (in accordance with the terms of the Plot Option Agreement), the Landlord with full title guarantee leases the Premises to the Tenant for the Term paying the Rents in accordance with clause 4.

3.2 Exceptions and Reservations

There are excepted and reserved out of this Lease the rights and easements set out in Part 2 and Part 3 of Schedule 1.

3.3 Rights

This Lease is granted:

(a) subject to any rights, easements, reservations, privileges, covenants, restrictions and other matters of whatever nature affecting the Premises so far as any of them relate to the Premises and are still subsisting and capable of taking effect;

(b) subject to the Encumbrances;

(c) subject to and with the benefit of the provisions of the Environmental Deed; and

(d) together with the Rights.

3.4 No implied easements

Nothing contained in this Lease shall confer on, or grant to, the Tenant any easement, right or privilege, other than those expressly granted by this Lease.

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3.5 Covenants relating to other property

Nothing contained in, or implied by, this Lease shall give the Tenant the benefit of or the right to enforce or prevent the release or modification of any covenant or agreement entered into by any tenant of the Landlord in respect of any property not comprised in this Lease.

3.6 Covenants affecting reversion

The Tenant shall perform and observe the agreements, covenants, restrictions and stipulations contained or referred to in the deeds and documents listed in Schedule 2 so far as any of them relate to the Premises and are still subsisting and capable of taking effect.

3.7 Landlord's Covenants

Covenants on the part of the Landlord are covenants to do or not to do that which is covenanted for and the rights granted under this Lease shall be enforceable against the Landlord in each case so long only as the Landlord remains entitled to the reversion immediately expectant on the determination of the Term.

4. TENANT'S COVENANTS

4.1 Tenant's obligation to pay Rents etc.

The Tenant covenants to pay as Rent at all times to the Landlord during the Term:

(a) a rent of one peppercorn;

(b) any interest payable under clause 4.5; and

(c) any other sums due and payable under the provisions of this Lease,

at the times and in the manner set out in this Lease and to pay the Estate Service Charge (together with any VAT which may be chargeable on it) at the times and in the manner set out in the Estate Service Charge Deed (and the Estate Service Charge shall be considered to be Rent for the purposes of Clause 8.1 of this Lease) and the Tenant's covenant to pay such sums is also owed to KDD and the Estate Management Company.

4.2 Rates and Taxes

The Tenant shall on demand pay or indemnify the Landlord, KDD and the Estate Management Company against all present and future rates, taxes, duties and assessments of any nature whatsoever which are now or may at any time during the Term be charged, levied or assessed on or payable in respect of the Premises or upon the Landlord, owner, occupier or tenant of the Premises and whether of a capital or income, recurring or non-recurring nature except any income, corporation or other tax (except VAT) imposed on the Landlord in respect of:

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(a) the receipt of the Rents; or

(b) any actual or deemed dealing or disposition by the Landlord with its interest in the Premises.

4.3 Payments relating to the Premises and other property

Where any of the outgoings payable under clause 4.22 relate to other property as well as the Premises, the amount to be paid by the Tenant will be a reasonable and fair proportion (as properly determined by the Landlord's Surveyor) of the whole of the amount charged or payable.

4.4 Estate Service Charge Deed

(a) Within twenty (20) Working Days of receipt of a request from KDD and the Estate Management Company the Tenant shall enter into the Estate Service Charge Deed or such other arrangements as are reasonably proposed by KDD and the Estate Management Company in relation to the provision of the Estate Services and comprise and reflect the Estate service charge principles, including (where proposed by KDD) such arrangements as may be required by KDD in order for the Tenant to become a shareholder or member in any Estate Management Company.

(b) The Tenant covenants with the Landlord KDD and the Estate Management Company that it shall at all times comply with and perform the obligations imposed on it in respect of the Premises by the Estate Service Charge Deed or such other arrangements entered into pursuant to clause 4.4(a), including the payment of the Estate Service Charge (and any VAT payable on it) and shall not do or fail to do any act or thing which breaches the Estate Service Charge Deed or such other arrangements.

(c) The Tenant's responsibility for payment of the Estate Service Charge shall commence on the Disposal of each Private Residential Unit.

4.5 Interest on late payments

(a) Without prejudice to any other right, remedy or power contained in this Lease or otherwise available to the Landlord, if any of the Rents (whether formally demanded or not save in any case where demand is expressly required) or any other sum of money payable to the Landlord by the Tenant under this Lease shall not be paid so that the Landlord receives full value and cleared funds within five (5) Working Days of the date when payment is due, the Tenant shall pay interest on such rents and/or sums at the Interest Rate from and including the date when payment was due to the date of payment to the Landlord (both before and after any judgment).

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(a) Without prejudice to any other right, remedy or power contained in this Lease or otherwise available to the Landlord, if the Landlord shall decline to accept any of the Rents so as not to waive an existing breach or alleged breach of covenant, the Tenant shall pay interest on any such Rents at the Interest Rate from and including the date when payment was due (or, where applicable, would have been due if demanded on the earliest date on which it could have been demanded) to the date when payment is accepted by the Landlord.

4.6 Costs of Utilities

The Tenant shall:

(a) pay all charges for any Utilities consumed in, on or in respect of the Premises, including any connection and hiring charges and meter rents; and

(b) perform and observe all present and future regulations and requirements of supply companies or boards in respect of the supply and consumption of electricity, gas and water in, on or in respect of the Premises.

4.7 No right of set-off

Subject to any contrary statutory obligation, the Tenant shall not exercise any legal or equitable rights of set-off, deduction, abatement or counterclaim which it may have to reduce its liability for the Rents.

4.8 VAT

(a) Sums exclusive of VAT

All sums payable under this Lease by the Tenant to the Landlord (with the exception of the rent reserved in clause 4.1(d)) shall be deemed to be exclusive of VAT.

(b) Recipient to pay VAT

Where pursuant to the terms of this Lease the Landlord makes a supply to the Tenant ("Recipient") (other than a supply made in consideration for the payment of the Rents) and VAT is payable in respect of such supply, the Recipient shall pay to the Landlord on the date of such supply and upon production of a valid VAT invoice a sum equal to the amount of VAT so payable and any penalty or interest incurred by the Landlord for any late payment of such VAT to the extent that such late payment is due to the act, omission or default of the Tenant.

(c) VAT incurred by Landlord

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Where the Tenant is required by the terms of this Lease to reimburse the Landlord for the costs or expenses of any supplies made to the Landlord, the Tenant shall also at the same time pay or, as the case may be, indemnify the Landlord against all VAT input tax incurred by the Landlord in respect of those supplies save to the extent that the Landlord is entitled to repayment or credit in respect of such VAT input tax.

4.9 Landlord's costs

The Tenant shall pay to the Landlord KDD and the Estate Management Company, on demand, and on an indemnity basis, the fees, costs and expenses properly and reasonably charged, incurred or payable by or on behalf of such parties in connection with:

(a) recovering (or properly attempting to recover) any arrears of any sums due to the Landlord under this Lease;

(b) any investigations or reports carried out to determine the nature and extent of any breach by the Tenant of its obligations in this Lease where it is established by the court that the Tenant is in default;

(c) any proper and reasonable steps taken to procure that a breach by the Tenant of its obligations under this Lease is remedied; and

(d) any application for approval or consent of the Landlord or the Superior Landlord (including the preparation of any documents) which is needed by virtue of this Lease (whether or not such approval or consent is given) unless approval is unlawfully or unreasonably withheld or delayed and the preparation and execution of any deed of covenant contemplated under this Lease.

4.10 Use of Premises

(a) Subject to clause 4.10(d), before the Certificate Date, the Tenant shall not use the Premises or any part of them other than to carry out the Works in accordance with the provisions of the Development Agreement.

(b) Following the Certificate Date, but subject to clauses 4.10(c) and 4.10(d), the Tenant shall not use the Premises or any part of them other than for the Permitted Use.

(c) Following the twenty-fifth (25th) anniversary of the Term Commencement Date, the Tenant may use the Premises for such other use as may be approved by the Landlord (such approval not to be unreasonably withheld).

(d) The Tenant shall perform and observe the obligations set out in Schedule 3.

(e) The Tenant shall comply with all reasonable regulations or rules made by the Landlord or the Estate Management Company or the District Management Company from time

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to time and notified to the Tenant in writing for the general management and regulation of the Premises or the Estate and other areas used or to be used in common with others, but in the case of conflict between such regulations or rules and the terms of this Lease, the latter shall prevail.

4.11 Signs, advertisements and aerials

(a) The Tenant shall not erect on the Premises any aerials or any masts, poles or other Electric Communications Apparatus which may be used in connection with any wireless, telegraph or other use of spectrum.

(b) Subject to clause 4.11(a), the Tenant shall not erect or display on the exterior of the Premises or in the windows of any building erected on the Premises so as to be visible from the exterior, any advertisement, poster, notice, pole, flag, aerial or satellite dish or any other sign or thing without obtaining the prior written approval of the Landlord (such approval not to be unreasonably withheld or delayed).

4.12 Alterations

(a) The Tenant shall not:

(i) make any external alterations or additions to any buildings or structures on the Premises forming part of or serving the Premises including, for the avoidance of doubt, the erection or demolition of any buildings or structures, without the consent of the Landlord which shall not be unreasonably withheld or delayed;

(ii) at any time carry out any alterations or additions to the Premises or do or omit to do any act or thing which would be in breach of the Environmental Method Statement or of the Environmental Deed;

(iii) during the first twenty-five (25) years of the Term, effect any redevelopment of or addition to the Premises which would result in an increase in the Gross Internal Area of the buildings on the Premises (when aggregated with any prior increase in the Gross Internal Area of the Building effected after the date of grant of this Lease) of more than five per cent (5%) of the Gross Internal Area of the buildings on the Premises assessed by reference to the plans comprising part of Planning Consent; or

(iv) after the first twenty-five (25) years of the Term, effect any redevelopment of or addition to the Premises which would result in an increase in the Gross Internal Area of the buildings on the Premises (when aggregated with any prior increase in the Gross Internal Area of the Building effected after the date of this Lease) of more than five per cent (5%) of the Gross Internal Area of the

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buildings on the Premises assessed by reference to the plans comprising part of the Planning Consent without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

(b) Notwithstanding the generality of clause 4.12(a), prior to the Certificate Date, the Tenant shall be permitted to carry out the Development in accordance with the Development Agreement.

(c) The Tenant shall ensure that any works carried under this clause 4.12 are carried out in a good, substantial and workmanlike manner with good quality materials and in accordance with any Planning Agreement, the Required Consents, the CDM Regulations and the Statutory Requirements.

(d) During the first twenty-five (25) years of the Term, the Tenant shall ensure that, in addition to the requirements set out in clause 4.12(c), any works carried out to the Premises are carried out in accordance with the Design Criteria, the Environmental Method Statement, the Environmental Deed, the Section 106 Agreement, the Integrated Management System and the Sustainability Management Plan.

4.13 Repairs

(a) Subject to clause 4.13(b), the Tenant shall repair and keep the Premises in good and substantial repair and condition and, as often as may be necessary, reinstate, rebuild or renew each part of them.

(b) The Tenant shall ensure that any works conducted under clause 4.13(a) are carried out in a good, substantial and workmanlike manner with good quality materials and any Planning Agreement and where applicable, the Section 106 Agreement, the Required Consents, the CDM Regulations and the Statutory Requirements.

(c) During the first twenty-five (25) years of the Term, the Tenant shall ensure that, in addition to the requirements of clause 4.13(b), any works carried out pursuant to this clause 4.13 are carried out in accordance with the Design Criteria, the Environmental Method Statement, the Environmental Deed, the Section 106 Agreement, the Integrated Management System and the Sustainability Management Plan.

4.14 Yielding up in good repair

At the expiration or earlier determination of the Term, the Tenant shall quietly yield up the Premises to the Landlord in good and substantial repair and condition and in accordance with the covenants by the Tenant contained in this Lease.

4.15 Tenant to remedy breaches of covenant

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Whenever the Landlord shall give written notice to the Tenant of any defects, wants of repair or breaches of covenant, the Tenant shall, within such period as is reasonable having regard to the nature of the breach, or sooner in the case of urgency or emergency, make good such defects or wants of repair and remedy the breach of covenant to the reasonable satisfaction of the Landlord.

4.16 Failure of Tenant to repair

If the Tenant fails to comply with clause 4.15 and commence and then diligently and expeditiously to continue to comply with such notice, the Landlord may enter the Premises and carry out, or cause to be carried out, any of the works referred to in such notice and all costs and expenses incurred as a result shall be paid by the Tenant to the Landlord on demand and, in default of payment, shall be recoverable as a liquidated debt.

4.17 Encumbrances

The Tenant shall observe and perform the Encumbrances insofar as they are still subsisting and enforceable and relate to the Premises and the rights granted by this Lease and shall indemnify and keep indemnified the Landlord and any Superior Landlord against any demands, costs, liabilities, losses, claims, damage or expenses suffered or incurred by the Landlord or any Superior Landlord as a result of any failure by the Tenant or any person deriving title under it to do so.

4.18 Dealings

(a) Alienation generally

The Tenant shall not assign, charge, underlet or part with possession or share the occupation of, or permit any person to occupy, or create any trust in respect of the Tenant's interest in, the whole or any part of the Premises, except as may be expressly permitted by this clause 4.18.

(b) Assignment permitted

(i) Prior to the Certificate Date the Tenant may, subject to complying with clause 4.18(c), assign the whole of its interest in the Premises with the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).

(ii) From and including the Certificate Date the Tenant may assign the whole of its interest in the Premises without obtaining the Landlord's consent subject to complying with the requirements of sub-clause (c)).

(c) Conditions relating to assignment

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For the purposes of Section 19(1A) of the Landlord and Tenant Act 1927 it is agreed that the Landlord may require as a condition of any consent by it to an assignment of the whole of the Premises that on or before the completion of the proposed assignment the proposed assignee must execute and deliver to the Landlord:

(i) a deed in the same form and on the same terms as the Environmental Deed of Covenant;

(ii) a deed covenanting to be bound by the terms of the Estate Service Charge Deed in such form as the Landlord shall reasonably require;

(iii) a deed covenanting to be bound by the terms of this Lease in such form as the Landlord shall reasonably require; and

(iv) such form of assignment as is necessary to assign to the proposed assignee the Tenant's interest, if any, in the Estate Management Company.

(d) Underletting of whole or part permitted.

(i) Prior to the Certificate Date the Tenant may, subject to complying with clause 4.18(e), underlet the whole or part of the Premises (not being an underletting of part otherwise permitted by this clause 4.18) from the date of this Lease with the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).

(ii) From and including the Certificate Date the Tenant may underlet the whole or part of the Premises (not being an underletting of part otherwise permitted by this clause 4.18 of its interest in the Premises without obtaining the Landlord's consent subject to complying with the provisions of sub-clause 4.18(e) and executing and delivering such documents to the Landlord on or before completion of the underletting.

(e) Conditions relating to underletting of whole or part

The Tenant shall not underlet the whole or part (where such underletting or part underletting is not otherwise permitted by this clause 4.18) of the Premises other than on the following conditions:

(i) any proposed underlease must contain covenants (which the Tenant covenants to enforce) on the part of the undertenant to perform and observe all the Tenant's covenants contained in:

(A) this Lease (other than the payment of the Rents) so far as the same are applicable to the premises to be underlet; and

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(B) the proposed underlease; and

(ii) the proposed undertenant must execute and deliver to the Landlord a deed covenanting to be bound by the terms of this Lease in such form as the Landlord shall reasonably require; and

(iii) any proposed underlease to a Heat Customer must contain obligations on substantially the same terms as set out in Schedule 4.

(f) Underletting of part for residential dwellings permitted

Following the issue of New Home Cover, the Tenant may underlet any part of the Building in respect of which New Home Cover has been issued without obtaining the Landlord's prior written consent provided that:

(i) the part of the Premises to be underlet only comprises one or more Private Residential Units;

(ii) the Tenant shall procure that the undertenant complies with and shall not breach the terms of:

(A) the Environmental Deed;

(B) the Estate Service Charge Deed; and

(C) all reasonable regulations or rules made by the Landlord or the Estate Management Company or the District Management Company from time to time in accordance with this Lease; and

(iii) any proposed underlease contains covenants (which the Tenant covenants to enforce) on the part of the undertenant to perform and observe all the Tenant's covenants contained in:

(A) this Lease (other than the payment of the Rents) so far as the same are applicable to the premises to be underlet; and

(B) the proposed underlease.

(g) Utilities apparatus and infrastructure

(i) The Tenant may grant an underlease of any transformer chamber, electricity substation gas governor, pumping station or other Service Media, services, apparatus or infrastructure that have been or are to be constructed or installed on the Premises and the immediate curtilage of the same.

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(ii) The Tenant may grant rights, easements, wayleaves and licences in connection with any Service Media, apparatus or infrastructure that have been or are to be constructed or installed on the Premises.

(h) Affiliates

The Tenant may share the occupation of the whole or any part of the Premises with an Affiliate of the Tenant provided that no relationship of landlord and tenant is created.

(i) Tenant to enforce obligations

The Tenant shall enforce the performance and observance of the covenants by the undertenant contained in any underlease and shall not vary the covenants in any underlease to result in breach of clauses 4.18(e) and 4.18(f)(ii) and (iii).

(j) Concessions and licences

The Tenant may share occupation of the Premises with bona fide licensees and concessionaires on condition that:

(i) any such licence or concession shall be granted on terms that they automatically determine in the event of termination of the Lease;

(ii) no relationship of landlord and tenant is created.

(k) Charging

The Tenant may charge the whole or any part of the Premises.

(l) Release of restrictions

Following the Certificate Date the Tenant shall not be required to obtain Landlord's consent for dealing with this Lease under clause 4.18(b) or 4.18(d) provided that the Tenant procures compliance with the provisions in clauses 4.18(c), 4.18(e) and 4.18(f) as applicable (and for the avoidance of doubt the Tenant shall be obliged to execute and deliver to the Landlord the documents specified in clauses 4.18(c)(i) to 4.18(c)(v) prior to an assignment notwithstanding that Landlord's consent is not required).

(m) Notice of dealings to be given

The Tenant shall notify and give a certified copy of any assignment, underletting, charging or of any other disposition of or relating to the Premises and any part or parts thereof and of all required deeds of covenant to the Landlord or its solicitors within thirty (30) days from the date of any such assignment, underletting or charging and,

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on each occasion, shall pay to the Landlord or its solicitors a fee of twenty-five pounds (£25.00) or such larger sum as may be reasonable save that:

(i) no fee shall be payable in relation to notification of the initial underletting of a Private Residential Unit and

(ii) no notice or certified copy need be given or fee paid in relation to any of the dispositions permitted by clauses 4.18(g) (Utilities apparatus and infrastructure), 4.18 (h) (Affiliates) or 4.18(j) Concessions and licences)

4.19 Legislation

The Tenant shall (and shall indemnify the Landlord against any failure by the Tenant to):

(a) comply with all legislation (including the Planning Acts) affecting the Premises, their use and occupation, and the health and safety of persons working at or visiting the Premises, whether the legislation requires the owner, landlord, tenant or occupier to comply;

(b) carry out any works to the Premises which are required by legislation; and

(c) obtain all licences and consents which are required under any legislation to use the Premises or carry out any works or other activity at the Premises,

PROVIDED THAT the Tenant shall not be required to indemnify the Landlord in respect of any acts, omissions or matters and any liability relating thereto which are the responsibility of the Landlord or any other party (other than the Tenant or any assignee or undertenant of the Tenant) referred to in the Environmental Deed.

4.20 Notices relating to the Premises

The Tenant shall give the Landlord a copy of any notice received by the Tenant relating to the Landlord's or any Superior Landlord's interest in the Premises, within ten (10) Working Days of having received it (or immediately if there are shorter time limits in the notice for compliance with its requirements).

4.21 Tenant to insure

(a) The Tenant will (where such insurance is not maintained by the building contractor during the period prior to the Certificate Date and at all times after the Certificate Date) maintain insurance:

(i) in respect of any buildings on the Premises for their full reinstatement cost, and, in the event of damage or destruction of part or the whole of any such buildings, the Tenant will reinstate and rebuild the same, and the provisions of

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clauses 4.12 and 4.13 shall apply to such reinstatement works (provided that the Landlord's consent shall not be required in respect of any reconstruction of the buildings on the Premises to substantially the same buildings that existed prior to the damage or destruction); and

(ii) in respect of the Landlord's and the Tenant's public/third party liability in respect of the Premises.

(b) The Tenant shall, when reasonably requested by the Landlord or KDD, produce copies of the insurance policies referred to in clause 4.21(a) and evidence that the same are still subsisting.

(c) If the Tenant fails to maintain the policies referred to in clause 4.21(a), the Landlord may do so and recover the cost from the Tenant as a liquidated debt.

(d) The Tenant shall not do, or omit to do anything which could cause any policy of insurance covering the Premises to become wholly or partly void or voidable.

4.22 Telecommunications

(a) The Tenant covenants to allow KDD (or its nominee) the right to use, design, specify and approve the Electronic Communications Infrastructure and any Electronic Communications Network or Electronic Communications Apparatus within the Premises.

(b) The Tenant covenants to provide KDD with an electricity connection point for the operation of the Electronic Communications Apparatus and the Electronic Communications Network in the Premises.

(c) The Tenant acknowledges that KDD and its authorised persons have the exclusive benefit of the rights reserved in Schedule 1Part 3 and as such the Tenant acknowledges that it shall not install, operate, connect into, maintain, repair, alter, remove or replace any or all Electronic Communications Infrastructure, Electronic Communications Apparatus or Electronic Communications Network in the Premises and shall not aid or permit any other person any rights to do the same without the prior written consent of KDD (such consent to be given at KDD's absolute discretion).

(d) The Tenant shall procure that its sub-tenants, licensees, visitors and any and all other such persons under its control (the "Occupiers") shall not use any wireless equipment that in the reasonable opinion of KDD may cause harmful interference with or otherwise adversely affect the quality of service provided through the use of any and all Electronic Communications Infrastructure, Electronic Communications Apparatus or Electronic Communications Network installed by or on behalf of KDD from time to time.

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(e) The Tenant acknowledges that any and all Electronic Communications Infrastructure, Electronic Communications Apparatus or Electronic Communications Network installed by or on behalf of KDD will belong exclusively to KDD.

(f) The Tenant shall not allow any person other than KDD to provide any Electronic Communication Services (excluding internal CCTV and entry phones) to the Premises without the prior written consent of KDD (such consent to be given in KDD's absolute discretion) save as required for TV/FM reception and separate telecommunications services to the dwellings (which shall be subject to obtaining consent pursuant to Clause 4.11(b))

(g) The Parties acknowledge that KDD shall be entitled to enforce the provisions of this clause 4.22 and the rights granted pursuant to Schedule 1Part 3 against the Parties under The Contracts (Rights of Third Parties) Act 1999.

(h) Provided that, for the purposes of this clause 4.22, where the Tenant requests that Electronic Communications Services are provided to the Development by a communications provider other than KDD or its nominee, KDD or its nominee may refuse such request unless the Tenant can demonstrate to the reasonable satisfaction of KDD or its nominee that such services cannot be provided by KDD or its nominee on a competitive basis, in which event, KDD or its nominee agrees that it will negotiate with such communications provider in order to agree the terms of access to its Electronic Communications Infrastructure, Electronic Communications Apparatus or Electronic Communications Network, as the case may be, on non-discriminatory terms and shall use reasonable endeavours to procure that such services are provided on a competitive basis.

5. LANDLORD'S COVENANTS

5.1 Quiet Enjoyment

The Landlord agrees with the Tenant that the Tenant, paying the Rents and performing and observing the covenants on the part of the Tenant contained in this Lease, shall and may peaceably hold and use the Premises during the Term without any interruption (except as authorised by this Lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

5.2 Estate Roads

In the event that the Landlord wishes to alter the nature, location or dimensions of any of the Estate Roads, it may do so provided that:

(a) the Landlord first notifies the Tenant of its intention and provides reasonable details of the proposed Estate Road alterations;

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(b) at no extra cost to the Tenant, the Landlord makes available at all times to the Tenant and in a manner not materially less convenient, alternative Estate Roads suitable for the use and enjoyment of the Premises; and

(c) the Rights granted by this Lease shall thereupon apply to such Estate Roads as varied or altered and the references herein to Estate Roads shall be construed accordingly.

5.3 Wayleaves

The Landlord shall comply with its obligations contained in paragraph 1.2(c)of Part 1 of Schedule 1.

6. **THE ESTATE**

6.1 Rights to light and air

The Tenant agrees and declares that it has not by virtue of this Lease acquired any rights to light and air over the Estate.

6.2 Masterplan Consent

The Tenant agrees and declares that it shall not have any claim or objection because of reduced light, air, access or other amenity in respect of any development contemplated by the 2015 Masterplan Consent including any disturbance or temporary interference with the rights granted by this Lease and the Tenant's use and enjoyment of the Premises during the construction period of any such development.

6.3 Development of the Estate

Save as expressly granted by this Lease, nothing will confer on or grant to the Tenant any rights, easements or privileges the exercise of which would materially adversely interfere with the ability of the Landlord or KDD (or any Affiliate of KDD) to develop any Adjoining Land or any other part of the Estate.

6.4 Exclusion of implied covenants by Landlord

Any covenants on the part of the Landlord which would otherwise be implied by law are hereby expressly excluded.

7. **NOTICES**

All notices, requests, demands, approvals, consents and other communications under this Lease ("Notices") shall be in writing and shall be duly and validly given or made if given or served by personal delivery or sent pre-paid, registered or recorded delivery mail to the persons and the addresses specified below or to such other person and/or address as a party

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may specify from time to time by written notice to the other parties. Notices given or served by personal delivery shall be deemed to be given or reserved on the date of delivery. Notices sent by pre-paid registered or recorded delivery mail shall be deemed to be given or served on the second Working Day after the day of posting unless they are proved to have been served on receipt.

7.1 Notices to the Landlord shall be addressed to its registered office marked for the attention *"TFL Legal (Planning and Property)"* (or to such other persons and address as the Landlord may notify in writing to the other parties from time to time)

With a copy to:

City Hall
Kamal Chunchie Way, London E16 1ZE

For the attention of Assistant Director, Strategic Projects and Property

(or such other person as the Landlord may notify in writing to the other parties from time to time)

7.2 Notices to KDD shall be addressed to its registered office marked for the attention of the Company Secretary (or to such other persons and address as KDD may notify in writing to the other parties from time to time)

With a copy to:

Level 9
6 Mitre Passage
Greenwich Peninsula
London
SE10 0ER

For the attention of The Estate Manager

(or such other person as KDD may notify in writing to the other parties from time to time)

7.3 Notices to the Estate Management Company shall be addressed to its registered office marked for the attention of the Estate Manager (or to such other persons and address as the Estate Management Company may notify in writing to the other parties from time to time)

With a copy to:

Level 9
6 Mitre Passage

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Greenwich Peninsula
London
SE10 0ER

For the attention of The Estate Manager

(or such other person as the Estate Management Company may notify in writing to the other parties from time to time)

7.4 Notices to the Tenant shall be addressed to its registered office marked for the attention of the Building Manager (or to such other persons and address as the Tenant may notify in writing to the other parties from time to time)

With a copy to:

Level 9
6 Mitre Passage
Greenwich Peninsula
London
SE10 0ER

For the attention of the Building Manager

(or such other person as the Tenant may notify in writing to the other parties from time to time)

8. **PROVISOS**

8.1 Forfeiture

The parties agree as follows:

(a) The Landlord may terminate this Lease by re-entering the Premises (or a part of them) itself or by an authorised agent if:

(i) any of the Rents (or any part of them) shall be unpaid for forty (40) Working Days after becoming payable (whether formally demanded or not); or

(ii) any of the material covenants by the Tenant contained in this Lease shall not be performed and observed; or

(iii) prior to the Certificate Date, if the Tenant is in breach of its obligations in the Development Agreement and the Development Agreement is terminated in accordance with its terms save that the Landlord may not terminate this Lease under this clause 8.1(a)(iii) in respect of any part of the Premises where a

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Certificate of Sectional Completion (as defined in the Development Agreement) has been issued, or otherwise in respect of any Private Residential Unit where New Home Cover has been issued.

(b) Re-entry in exercise of the rights in clause 8.1(a) does not affect any other right or remedy of the Landlord for breach of covenant or condition by the Tenant occurring before the termination of this Lease.

(c) The Landlord may not exercise the right of re-entry contained in this Lease unless it has first given to a mortgagee or chargee of this Lease (the "Mortgagee") notice of whose mortgage the Landlord has been given written notice stating the grounds upon which the Landlord is seeking to exercise such right of re-entry, the steps which the Landlord considers are necessary to remedy the breach (to the extent that it is capable of remedy) and the length of time that the Landlord (acting reasonably) considers necessary to remedy the breach (but in any event being not less than twenty (20) Working Days) (a “Default Notice”).

(d) Within twenty (20) Working Days of the Default Notice the Mortgagee may notify the Landlord (the “Counter Notice”) that it intends to:

(i) remedy the breach complained of; or

(ii) procure the assignment of the benefit of the Lease to an assignee in accordance with the requirements of clause 4.18(b) of this Lease; or

(iii) take no further action;

(e) Where the Mortgagee gives a Counter-Notice under sub-clause 8.1(d):

(i) the Landlord shall allow the Mortgagee a further twenty (20) Working Days from the date of the Counter-Notice (or such longer time as may be reasonable given the nature of the breach) to remedy the breach in default of which the Landlord shall be entitled to exercise its rights of re-entry under this Lease; or (as applicable)

(ii) the Mortgagee shall seek an assignee approved by the Landlord (such approval not to be unreasonably withheld or approved) to remedy the breach in accordance with the time frames specified in sub-clause 8.1(e)(i) and within a further two months from the date of the Counter-Notice the Mortgagee shall (having complied with the requirements of clause 4.18(c) in relation to the assignment) provide to the Landlord a copy of a completed assignment of the Lease;

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(f) Where the Mortgagee complies with 8.1(e)(i) sub-clause above then the Lease shall continue in full force and effect.

(g) Where the Mortgagee:

(i) gives a Counter-Notice in accordance with sub-clause 8.1(d)(iii) above;

(ii) fails to serve any Counter-Notice within the timeframe specified;

(iii) (if applicable) fails to remedy the breach in accordance with the time frames specified in sub-clause 8.1(e)(i);

(iv) (if applicable) fails to complete an assignment in accordance with sub-clause 8.1(e)(ii); or

(v) has assigned the Lease in accordance with sub-clause 8.1(e)(ii) and the assignee has failed to remedy the breach in accordance with twenty (20) Working Days of the assignment,

the Landlord shall be entitled to exercise its rights of re-entry under this Lease.

(h) A Mortgagee of whom the Landlord has been notified in accordance with clause 8.1(c) above may enforce the terms of this clause against the Landlord and/or the Tenant (including their respective successors or assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

8.2 No warranty as to condition

Nothing in this Lease implies or is to be treated as a warranty to the effect that the Premises or any part of them is at the date of this Lease in good and substantial repair and condition or fit for use or alteration as permitted by this Lease.

8.3 Exclusion of statutory compensation

Except where any statute prohibits or modifies the right of the Tenant to compensation being reduced or excluded by agreement, neither the Tenant nor any undertenant (whether immediate or not) shall be entitled, on quitting the Premises or any part of them, to claim any compensation from the Landlord under the Landlord and Tenant Act 1954.

8.4 Event of Default under the Development Agreement

Prior to the Certificate Date:

(a) if the Landlord exercises its rights to terminate the Development Agreement under clause 21.5 of the Development Agreement; or

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(b) if the Development Agreement is terminated for any reason whatsoever,

the Tenant shall upon written notice to the Tenant from the Landlord served within ten (10) Working Days of the exercise of such rights or such termination surrender or assign the unexpired residue of the Term to the Landlord (or as it directs) without the payment of a premium, such assignment to be completed and vacant possession of those parts then occupied by the Tenant (or its Affiliate) to be given within ten (10) Working Days at the sole cost of the Tenant and without prejudice to any antecedent breach or claim.

8.5 Security Power of Attorney

(a) The Tenant by way of security irrevocably appoints the Landlord to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for carrying out any obligation imposed on the Tenant under clause 8.5 of this Lease.

(b) The Tenant shall certify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of the powers.

9. **INDEMNITY**

9.1 Tenant's Indemnity

The Tenant shall keep the Landlord and KDD fully indemnified from and against all actions, proceedings, claims and demands, losses, costs, expenses, damages and liability (the "Losses") arising in any way directly or indirectly out of:

(a) any act, omission, neglect or default of the Tenant or any persons in the Premises expressly or impliedly with the Tenant's authority; or

(b) any breach of any covenant by the Tenant contained in this Lease.

9.2 Duty to Mitigate

The Landlord and KDD shall at the Tenant's reasonable cost take all reasonable steps to mitigate any Losses arising pursuant to clauses 9.1(a) and 9.1(b).

10. **RIGHTS OF THIRD PARTIES**

10.1 No Enforcement

Unless the right of enforcement is expressly granted (including for the avoidance of doubt pursuant to clause 4.22(g)), it is not intended that a third party should have a right to enforce a provision of this Lease under the Contracts (Rights of Third Parties) Act 1999.

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10.2 No Consent

The parties may surrender, rescind or vary or otherwise deal with this Lease without the consent of a third party to whom an express right to enforce any of its terms has been provided.

11. CONSENTS

A consent or approval of the Landlord, KDD or the Tenant required under this Lease is to be obtained before the act or event to which it applies is carried out or done and is effective only when the consent or approval is given by or on behalf of that party in writing.

12. INVALIDITY

12.1 Substituted provision

Subject to the provisions of the following sub-clauses if a provision of this Lease is held to be illegal or unenforceable, in whole or in part, under an enactment or rule of law it shall, to that extent, be deemed not to form part of this Lease and the enforceability of the remainder of this Lease shall not be affected. The parties agree to negotiate in good faith to agree the terms of a mutually satisfactory provision to be substituted for the provision found to be illegal or unenforceable.

12.2 Minimum Modification

If a provision of this Lease is, or would but for this clause be, held to be illegal or unenforceable, in whole or in part, but would be legal and enforceable if the period or area of application were reduced, or if some part of the provision were deleted, the provision shall apply with the minimum modification necessary to make it legal and enforceable.

12.3 New Deed

If a provision of this Lease is held to be illegal or unenforceable, in whole or in part, and clause 12.2 cannot be used to make it legal and enforceable, the Landlord may require the Tenant to enter into a new deed under which the Tenant covenants in the terms of the original provision, but subject to such amendments as the Landlord specifies in order to make the provision legal and enforceable. The Tenant will not be obliged to enter into a new deed that would increase its liability beyond that contained in this Lease, had all its provisions been legal and enforceable.

13. REPRESENTATIONS

The Tenant acknowledges that this Lease has not been entered into in reliance, wholly or partly, on any statement or representation made by or on behalf of the Landlord, except any

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such statement or representation that is expressly set out in this Lease or is contained in replies to enquiries made by or on behalf of the Landlord and given by the Landlord's solicitors.

14. **OBLIGATION TO COMPLY WITH SUBSIDIARY AGREEMENTS**

The Landlord and the Tenant agree to comply with their respective obligations contained in the Estate Service Charge Deed, the Environmental Deed, the Development Agreement and any associated or supplemental documents relating to any of them.

15. **COUNTERPARTS**

This Lease may be executed in any number of counterparts and this has the same effect as if the signatures of the counterparts were on a single copy of this Lease.

16. **CLOSURE OF TITLE AT THE LAND REGISTRY**

16.1 Application to close title and cancel notice

The Tenant covenants with the Landlord that immediately upon expiry or sooner determination of the Term, the Tenant shall:

(a) submit applications to the Land Registry (together with any fees payable):

(i) recording the determination of this Lease and requesting the closure of the title under which this Lease is registered; and

(ii) requesting cancellation of any notice in respect of this Lease which is registered against the Landlord's title to the Premises;

(b) use all reasonable endeavours to satisfy any requisitions raised by the Land Registry and to ensure that the applications referred to in clause 16.1(a) above are completed as soon as possible; and

(c) upon completion of each of the applications referred to in clause 16.1(a) above deliver to the Landlord a copy of the confirmation of such completion received from the Land Registry.

IN WITNESS of which this deed has been executed and is delivered on the date appearing as the date of this deed.

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SCHEDULE 1

Part 1 - Rights

1. Rights Granted

The following rights and easements are granted by the Landlord to the Tenant and any of its mortgagees and undertenants or anyone authorised by any of them in common with the Landlord, the Estate Management Company, the District Management Company and all other persons having the like right:

1.1 Estate Common Parts

Subject to the payment of the Estate Service Charge in the manner and within the time periods detailed in the Estate Service Charge Deed:

(a) to pass and repass at all times and for all purposes:

(i) with or without vehicles over the Estate Roads until such time (if at all) as the same are adopted and become maintainable at public expense; and

(ii) to the extent not within paragraph (i) above, on foot or with cycles over the cycleways and footpaths within the Estate Common Parts and which are intended for public use until such time (if at all) as the same are adopted and become maintainable at public expense;

(b) to use such of the Estate Common Parts as are not otherwise expressly referred to in this Schedule 1Part 1 in connection with the proper use of the Premises.

1.2 Service Media

(a) Subject to payment of all charges in accordance with clause 4.6, the right to the free passage and running of the Utilities to and from the Premises (subject to the Tenant not overloading or damaging the same) in and through the Service Media in, under, passing through or over any Adjoining Land serving the Premises in common with the Landlord and all other persons having the like right;

(b) Subject to the provisions of the Environmental Deed and upon such other terms as the Landlord may reasonably prescribe, the right to make connections in any existing or new Service Media (save for any Service Media exclusively serving any other land or buildings) subject to:

(i) there being in the reasonable opinion of the Landlord and the Estate Management Company sufficient capacity (taking into account actual and anticipated demand) within the Service Media into which the connection is

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made so that the making of the connection will not overload or damage the Service Media;

(ii) the Tenant making any payments required by any third party in relation to the exercise of this right; and

(iii) the Tenant being solely responsible for all costs associated with the installation of any new Service Media and the making of any connection to any existing Service Media and if the Tenant makes exclusive use of any Service Media it shall be solely responsible for the maintenance and repair of the same and to the extent that it does not form part of the Estate Common Parts and is used in common with occupiers of any Adjoining Land the Tenant will pay the Landlord (on demand) a reasonable proportion of the costs of maintenance and repair of such Service Media.

(c) Wayleaves

(i) The Rights granted pursuant to paragraph 1.2 of this Schedule extend to any easements or wayleaves granted or to be granted by the Tenant to any Authority in connection with any Service Media provided or to be provided by them for the benefit of the Premises or any part thereof.

(ii) The Landlord shall where reasonably requested by the Tenant (but at the Tenant's cost) grant (on such terms and in a form to be agreed by the Landlord, KDD and the Tenant acting reasonably) to the relevant Authority such easements or wayleaves as the Tenant shall reasonably require to be granted in connection with the provision and maintenance of Service Media to the extent to which the Landlord is able to grant the same

1.3 Right of Support

The right to support, shelter and protection of the Premises from the Landlord's Adjoining Land or other parts of the Estate.

1.4 Right of Access for Works

(a) The right for the Tenant and all other persons authorised by the Tenant at all reasonable times (save in the case of emergency) to enter those parts of the Adjoining Land that are unbuilt upon from time to time with or without workmen and any necessary materials, plant, machinery, equipment, scaffolding and apparatus in order to carry out works of repair or alteration to the Premises or the Service Media exclusively serving the same or to exercise the rights granted to the Tenant by this Lease or to comply with the covenants given by the Tenant.

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(b) Prior to the Certificate Date, and subject to the consent of the Landlord (not to be unreasonably withheld or delayed), the right of the Tenant to oversail the airspace above those parts of the Adjoining Land in the ownership of the Landlord with a crane, including jibs, (the "Crane") provided that:

(i) in the event of any damage or injury being caused to the Adjoining Land due to the carrying out of the works for which the Crane is required the Tenant shall if so reasonably required by the Landlord make good, repair or rectify such damage or injury to the reasonable satisfaction of the Landlord or at the Landlord's request pay the Landlord the reasonable cost of carrying out the same;

(ii) the Tenant shall take all reasonable steps to minimise any disturbance or annoyance by noise, vibration or otherwise to any occupiers of the Adjoining Land; and

(iii) the Tenant shall not be entitled to oversail the airspace with the Crane over any parts of the Adjoining Land that have been built upon.

(c) The Tenant shall except in case of emergency give reasonable prior written notice to the Landlord and the occupiers (if any) of such Adjoining Land of its intention to exercise such right with details of the intended works.

(d) The Tenant shall comply with all safety and security requirements of the Landlord and occupiers of such Adjoining Land.

(e) The Tenant shall only exercise such right insofar as it cannot reasonably carry out such works, exercise such rights or comply with such covenants in question from within the Premises.

(f) The Tenant shall cause as little inconvenience and damage as reasonably possible and shall without delay make good to the reasonable satisfaction of the Landlord and the occupiers of the Adjoining Land all damage thereby occasioned to such Adjoining Land or any other part of the Estate.

2. Limitations on Rights

The rights granted by this schedule:

2.1 are not granted to the Tenant exclusively, but are to be used in common with the Landlord, any Superior Landlord, the Estate Management Company, the District Management Company any other tenants and lawful occupiers of the Estate and other persons authorised by them; and

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2.2 are to be exercised by the Tenant, and any authorised person in accordance with any reasonable regulations which the Landlord or Estate Management Company or the District Management Company may make for the proper management of the Estate.

3. No additional rights

Nothing contained or referred to in this Lease will confer on, or grant to, the Tenant any right, easement or privilege other than those which are set out in this schedule and Section 62 of the Law of Property Act 1925 will not apply to this Lease.

4. Rights not to interfere

Save as expressly granted by this Lease, nothing will confer on or grant to the Tenant any right, easement or privilege the exercise of which would interfere with the ability of the Landlord to develop any Adjoining Land within the Estate.

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Part 2 – Exceptions and Reservations

1. The following rights and easements are reserved from this Lease to the Landlord and all other persons properly authorised by the Landlord or having the like rights or easements:

1.1 the right to support, protection and shelter from the Premises for the Adjoining Land or other parts of the Estate;

1.2 the right to enter the Premises to inspect, survey and monitor any building, erection or structure on the Premises at any time, and to build or carry out works (including any environmental remediation works) on, above or beneath the surface of the Adjoining Land or any neighbouring land even if such building or works lessen the access of light or air to the Premises;

1.3 the right to enter and remain upon the Premises with or without vehicles and other equipment:

(a) to exercise any right reserved to the Landlord by this Lease;

(b) to determine whether the Tenant is complying with its obligations in this Lease and to remedy any breach of those obligations;

(c) to the extent that any parts of the Premises have not been built upon and to the extent that those works or repairs cannot reasonably be carried out without such entry, to carry out any construction or remediation works or repairs to the Adjoining Land or the rest of the Estate;

(d) inspect, connect into, repair and replace any Service Media on, under or over the Premises, but which do not form part of the Premises;

(e) construct Service Media on, over or under such parts of the Premises as have not been built upon;

(f) in exercising these rights the Landlord shall cause as little inconvenience and damage as reasonably possible and shall without delay make good to the reasonable satisfaction of the Tenant all damage thereby occasioned.

1.4 Except in case of emergency the person exercising such rights of entry pursuant to paragraphs 1.2 to 1.3 (inclusive) shall give reasonable prior written notice to the Tenant of its intention to do so.

1.5 The right from time to time on giving one month's notice to the Tenant and the owners and occupiers of the Premises to install and operate a crane, including jibs, on the Estate (the "Crane") which oversails the airspace above the Premises provided that:

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(a) in the event of any damage or injury being caused to the Premises due to the carrying out of the works for which the Crane is required the Landlord shall if so required by the Tenant or such owners or occupiers make good, repair or rectify such damage or injury to the reasonable satisfaction of such person or alternatively at such person's request pay to them the reasonable cost of carrying out the same;

(b) all reasonable steps are taken to minimise any disturbance or annoyance by noise, vibration or otherwise to any occupiers of the Premises; and

(c) to the extent that any parts of the Premises have not been built upon and to the extent that those works or repairs cannot reasonably be carried out without such entry, to carry out any construction or remediation works or repairs to the Adjoining Land or the rest of the Estate;

(d) there shall be no right to oversail the airspace with the Crane in order to lift/transport materials over any parts of the Premises that have been built upon but this shall not prevent the Crane from otherwise oversailing built areas of the Premises with the Crane.

1.6 The right to affix to the outside flank or main walls of the Building directional information relating to the Estate Common Parts or other Estate amenities, public lighting, street names and CCTV cameras and other security equipment provided that:

(a) the Landlord shall, at its cost, obtain all necessary planning and other consents prior to affixing such items; and

(b) the person exercising such right shall cause as little inconvenience, damage and disturbance as reasonably possible and will make good all damage caused.

1.7 The right to install an electrical wire through the Building and out through the exterior of the Building to connect to any building on any Adjoining Land for the purposes of installing street lighting.

2. The following rights and easements are reserved from this Lease for the exclusive benefit of the Landlord, KDD, the Energy Supplier and any Estate Management Company and District Management Company and all other persons properly authorised by any of them and such persons shall have the right to enforce such provisions under The Contracts (Rights of Third Parties) Act 1999:

(a) to enter the Premises at all reasonable times after giving reasonable written notice (except in the case of emergency) to install, connect into, use, operate, maintain, repair, alter, remove and replace any and all of the Heat Service Network within the Premises including the roof of the Building;

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(b) to enter the Premises at all reasonable times after giving reasonable written notice (except in the case of emergency) for installation, inspection, testing, maintenance, alteration, repair, reading, removal and replacement of any and all of the Heat Service Network including the roof of the Building; and

(c) to enter the Premises at all reasonable times after giving reasonable written notice (except in the case of emergency) for any purpose necessary in order to fulfil the obligations on the part of the Energy Supplier under the Use of System Agreement and/or the Plot Connection Agreement.

In exercising the above rights, the Landlord, KDD, the Energy Supplier, the Estate Management Company or the District Management Company (as the case may be) shall cause as little inconvenience and damage as reasonably possible and shall without delay make good to the reasonable satisfaction of the Tenant all damage thereby caused.

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Part 3 – Rights in Connection with Telecommunications

1. The following rights and easements are reserved from this Lease for the exclusive benefit of KDD and all other persons properly authorised by KDD and KDD and such persons shall have the right to enforce such provisions under The Contracts (Rights of Third Parties) Act 1999:

1.1 to install, connect into, use, operate, maintain, repair, alter, remove and replace any and all Electronic Communications Infrastructure, Electronic Communications Network and Electronic Communications Apparatus within the Premises including the roof of the Building but not within any individual dwelling and not in respect of any such separate infrastructure network and apparatus installed by the Tenant to provide TV/FM reception and telecommunications services to the dwellings pursuant to Clause 4.11;

1.2 to enter the Premises at all times for installation, inspection, testing, maintenance, alteration, repair, removal and replacement of any and all Electronic Communications Infrastructure, Electronic Communications Network and Electronic Communications Apparatus within the Premises including the roof of the Building but not within any individual dwelling and not in respect of any such separate infrastructure network and apparatus installed by the Tenant to provide TV/FM reception and telecommunications services to the dwellings pursuant to Clause 4.11; and

2. Subject to the person exercising such rights:

(a) (except in case of emergency) giving reasonable prior written notice to the Tenant of its intention to exercise the rights of entry pursuant to paragraph 1.2 above; and

(b) causing as little inconvenience and damage as reasonably possible and making good to the reasonable satisfaction of the Tenant all damage thereby occasioned.

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SCHEDULE 2

Encumbrances

The matters contained or referred to in the registers of title number TGL1608 in so far as they relate to the Premises and are subsisting and capable of taking effect (excluding any financial charges).

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SCHEDULE 3

Use Restrictions

1. Dangerous materials and use of machinery

The Tenant shall not:

1.1 bring onto the Premises any article or thing which is or may become combustible, dangerous, explosive, inflammable, offensive or radio-active, or which might increase the risk of fire or explosion unless they are:

(a) necessary for the operation of any plant or machinery;

(b) kept in reasonable quantities; and

(c) stored safely and in accordance with any lawful requirements or reasonable and proper recommendations of the Landlord or the requirements and recommendations of the insurers of the Premises;

1.2 other than in accordance with or pursuant to obligations within the Development Agreement, keep or operate on the Premises any machinery which is unduly noisy or causes vibration, or which is likely to annoy or disturb any other tenant or occupier of any part of the Estate or any Adjoining Land.

2. Overloading of the Premises or Service Media

The Tenant shall not:

2.1 overload or obstruct any of the Premises, any building erected on them or any Service Media or subject any of them to any strain beyond that which they are designed to bear (with due margin for safety); or

2.2 exceed the weight limits prescribed for any lift in the building or buildings erected on the Premises from time to time.

3. Discharges into Service Media

The Tenant shall not discharge or permit to be discharged into any Service Media any material which is deleterious, polluting or dangerous which may cause an obstruction or might be or become a source of danger, or which might damage any Service Media or the drainage system of the Premises or any Adjoining Land or any other part of the Estate.

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4. Disposal of refuse

The Tenant shall not deposit or allow to accumulate any refuse, rubbish or trade empties of any kind other than in proper receptacles as may be designated from time to time and shall not burn any refuse or rubbish on the Premises.

5. Obstruction of Estate Common Parts

The Tenant shall not do anything as a result of which the Estate Common Parts or other areas over which the Tenant may have rights of access or use may be damaged or obstructed so as to restrict their fair use by others in any way.

6. Nuisance etc.

6.1 The Tenant shall not do anything upon the Premises which may be or become a nuisance, or which may cause annoyance, damage, disturbance or inconvenience, to the Landlord or any owner or occupier of any part of the Estate or any Adjoining Land, or which may be injurious to the amenity, character, tone or value of the Premises

6.2 The Tenant shall not play or use any musical instrument, television, radio, loudspeaker or mechanical or other noise making instrument of any kind so as to be unduly audible outside the Building.

6.3 The Tenant shall not use the Premises, or any part of it, for any noisy, offensive, dangerous, illegal or immoral purposes.

6.4 The Tenant shall not carry out any car servicing or car repairs on any part of the Premises such as to be a nuisance or annoyance to neighbours.

7. Cleaning

7.1 The Tenant shall keep all external parts of the Premises and any areas of the Premises not included within any building on the Premises in a clean and tidy condition.

8. Decoration

8.1 The Tenant must redecorate the outside of the Building in a good and workmanlike manner, with appropriate materials of good quality, to the reasonable satisfaction of the Landlord.

8.2 The redecoration must be done as often as is necessary, in the reasonable opinion of the Landlord, to maintain a high standard of decorative finish and attractiveness.

9. Landscaping

The Tenant must keep any landscaping surrounding the Building and on the Premises and all trees, ornamentals trees, shrubs and hedges in good order and condition, properly tended,

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fed, cultivated and pruned or trimmed as appropriate. The Tenant must replace all losses, and as far as reasonably possible keep the landscaping in good order and condition. Without prejudice to the foregoing, the Tenant must keep the grass and any hedges regularly cut and trimmed, keep the paths free from weeds, and clear away fallen leaves.

10. Balconies

The Tenant must not store household furniture (save for garden tables and chairs) or possessions (including without limitation bicycles) or rubbish on the balconies or outside the ground floor units.

11. Drains

The Tenant must keep the drains and pipes within or serving the Premises free from obstruction.

12. Roofs, gutters and drains

The Tenant must keep the roofs, gutters and downpipes of the Building free from leaves, plants and dirt, and keep all the drains, sinks, sewers and soakaways belonging to the Building clean, open and in good working order and condition.

13. Windows

The Tenant must keep the windows of the Building, and the glass in the outer doors, clean inside and outside or procure that the same are kept clean.

14. General

14.1 The Tenant shall not allow or permit any clothes or washing of any description or other articles to be hung or exposed in or upon any part of the Building so as to be visible from the outside or any balcony and no mats, brooms or other articles shall be shaken inside the common parts of the Building or out of the windows thereof.

14.2 The Tenant shall at all times keep the windows properly dressed in the style appropriate to a private residence.

14.3 If any damage shall be done to any dwelling in the Building or the common parts by the carrying in or removal of furniture or other goods to or from the dwelling the Tenant shall pay for making good the same and also for any damage to the person or property of the occupiers of any other dwelling in the Building.

14.4 The Tenant shall use the gardens (if any) of the Premises in common with other persons to whom a like right may have been granted for all purposes in connection with the enjoyment of the Premises, but so that no damage shall be done to the said garden or gardens and so that

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the same shall be used in a quiet and orderly fashion for the purposes of recreation only and not for the purpose of playing games or for any other purpose so as not to cause noise or disturbance to any other person in the building or adjoining premises.

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SCHEDULE 4

Heat Obligations

1. Definitions to be contained in any underlease to a Heat Customer if all the Heat Exclusivity Requirements are met at the date of the grant of the underlease (using the definitions contained in clause 1 of this Lease):

   (a) Energy Supplier

   (b) Heat

   (c) Heat Service Network

   (d) Plot Connection Agreement

   (e) Primary Heat Service Network

   (f) Secondary Heat Service Network

   (g) Use of System Agreement

2. Provisions to be contained in any underlease to a Heat Customer if all the Heat Exclusivity Requirements are met at the date of the grant of the underlease:

2.1 A right for the landlord under the underlease, the Landlord (being the superior landlord in respect of the underlease), KDD, the Energy Supplier and any Estate Management Company or District Management Company (and those authorised by them), at all times as is reasonably necessary after giving reasonable written notice (except in the case of emergency) to enter into and upon the Heat Customer's premises to inspect, maintain, clean, repair, test, renew, rebuild, alter, deviate, stop up or carry out works or alterations to the Heat Service Network and to lay and make connections to any part of the Heat Service Network within the Heat Customer's premises, causing as little inconvenience as possible and making good any damage caused, and to read meters to permit any other obligations required under the Plot Connection Agreement.

2.2 A right to the free and uninterrupted passage of Heat to the Heat Customer's premises through the Heat Service Network.

2.3 A reservation out of the demise of each underlease of those parts of the Secondary Heat Service Network within each dwelling or unit.

2.4 A covenant by each Heat Customer not to interfere with the Secondary Heat Service Network and immediately upon becoming aware of any defect in the Secondary Heat Service Network to report such defect to the Energy Supplier and the landlord under the underlease.

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EXECUTED as a deed (but not delivered until the date hereof) by **GLA LAND AND PROPERTY LIMITED** acting by two directors)

DocuSigned by:
Simon Powell
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Director

DocuSigned by:
Tim Steer
6D22F5850638416...
Director

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ANNEXURE 1

THE PREMISES

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A1



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DO NOT SCALE FROM THIS DRAWING
The contractor shall check and verify all dimensions on site and report any discrepancies in writing to AXIS before proceeding work

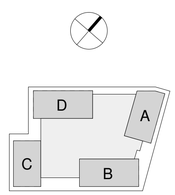
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REV.	DATE	AMENDMENT
P01	17/12/2021	For Stage 3 Approval

KEYPLAN



CLIENT

KNIGHT DRAGON

PROJECT STAGE
Stage 3

STATUS	PURPOSE FOR ISSUE	SR NO.
S4	**FOR STAGE 3 APPROVAL**	**9202**

AXIS ARCHITECTS
77 Parkway Camden Town London NW1 7PU
T: +44 (0)20 7504 1700 E: enquiries@axisarchitects.co.uk

PROJECT
Greenwich Peninsula - Plot 19.05

SCALE@A1	DATE	ORIGINATOR	CHECKED	AUTHORISED
1 : 1000	**17/12/2021**	**JB**	**FB**	**AP**

TITLE
Location Plan

DRAWING NO.
GP1905 - AXIS - ZZ - XX - DR - A - 00001

REV.
P01

Source: GP1905-AXIS-ZZ-ZZ-M3-A-00002_BaseBuild

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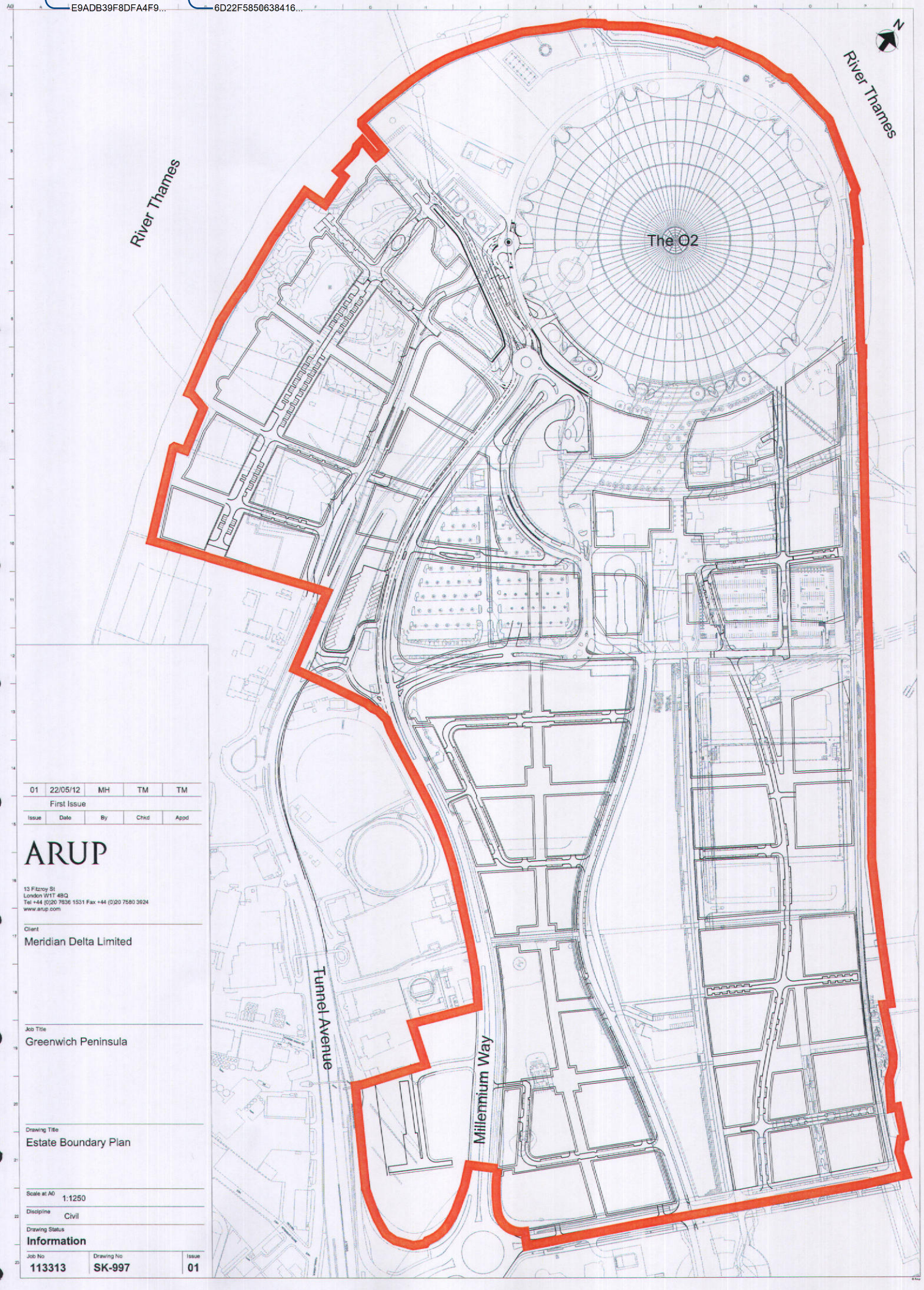
ANNEXURE 2

GREENWICH PENINSULA

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Tim Steer
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Issue	Date	By	Chkd	Appd
01	22/05/12	MH	TM	TM
	First Issue			

ARUP

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London W1T 4BQ
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www.arup.com

Client
Meridian Delta Limited

Job Title
Greenwich Peninsula

Drawing Title
Estate Boundary Plan

Scale at A0 1:1250

Discipline Civil

Drawing Status
Information

Job No	Drawing No	Issue
113313	SK-997	01

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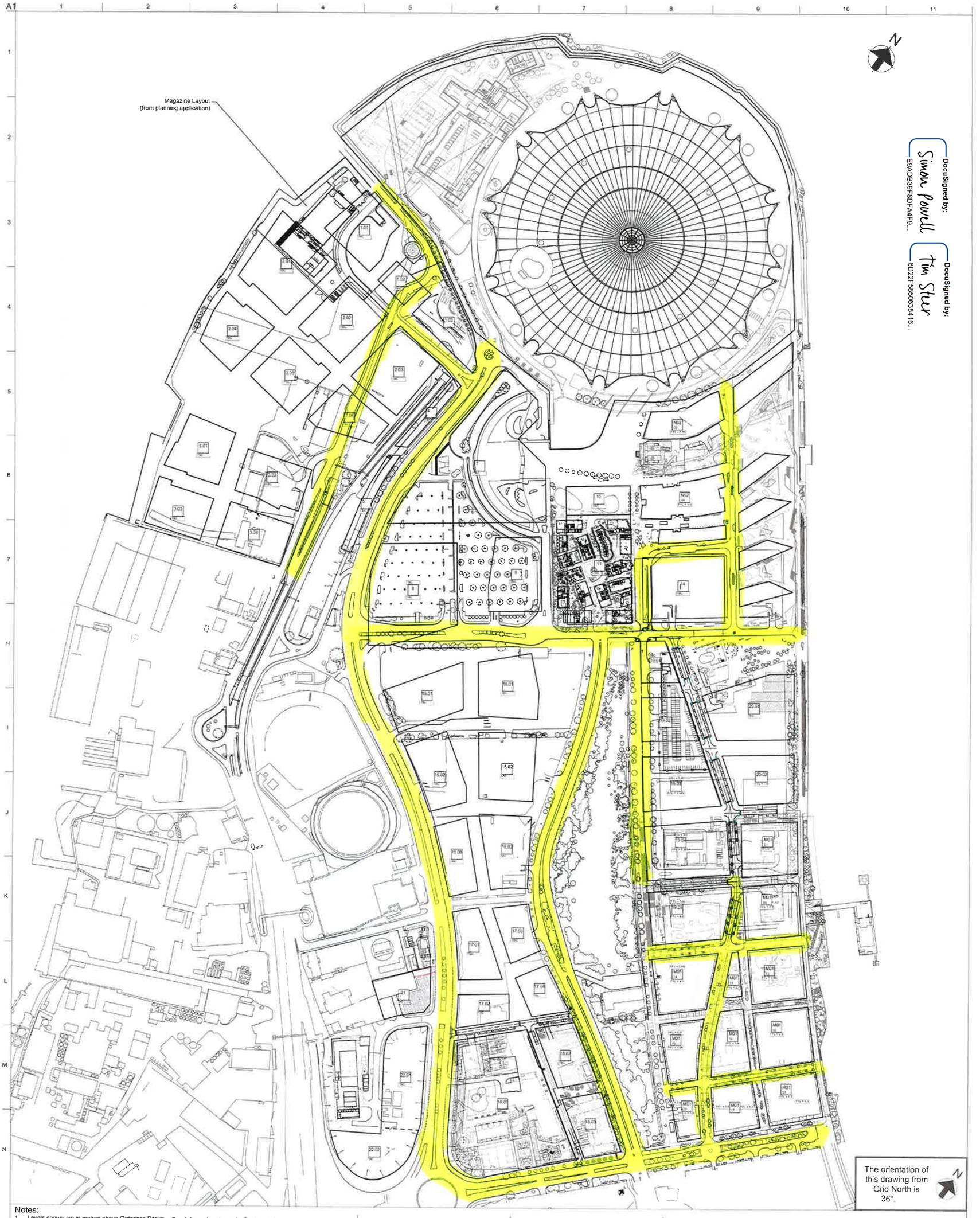
ANNEXURE 3

ESTATE PLANS

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A1



DocuSigned by:
Simon Powell
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DocuSigned by:
Tim Steer
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The orientation of this drawing from Grid North is 36°.

Notes:

1. Levels shown are in metres above Ordnance Datum (Newlyn).
2. Existing topographical survey received from Plowman Craven GPR Survey received 15/05/2016.
3. Information shown for phase PC1 is as per Turkington Martin construction information, received Sept 2009 and April 2010.
4. Information shown for phase Peninsula Ravensbourne is as per Turkington Martin construction information, received June 2010.
5. Information shown for phase PR1 is as per Turkington Martin construction information, received July 2010.
6. Information shown for Cable Car layout received January 2012.
7. Information shown for realignment of Ordnance Crescent as per Arup Construction information issued August 2008.
7. Information shown for Peninsula Quays bulk earthworks, is as per Blackwell's as built information received July 2012.
8. Information shown for PR2 is as per Turkington Martin's GA received June 2014.
9. Information for AEG Access Road, Hotel Access Road and realigned Tunnel Avenue is as per Arup construction information presented on drawing AIN-PQA-7000.
10. Information for plot NO301 is concept only and does not reflect final design by others.
11. Information for the Gateway site is as per Arup construction drawing AIN-GWY-7000 and plot information for MO401 taken from CF Moller.
12. Information for Art pieces, Cutter Lane, Design District, PSK Waterfront, Zone C, and Zone D sites is based on design layout references and as-built information from the respective contractors.
13. Art Project, Delta Unit and Mace Compound layouts are based on Google Earth images.

Issue	Date	By	Chkd	Appd
16	24/06/20	MF	GM	SJ
	2019 Masterplan Updates			
15	16/01/14	MH	LS	TM
	Plots MO103, MO104, MO105, MO116 MO119 and MO121 updated. MO101 marketing suite added.			
14	04/06/13	BA	TM	TM
	Gateway Site plots, plots adjacent to 'Busway' layout and plots N0601,02,07,08 & N0504,06 amended.			

Client
Knight Dragon Developments Ltd

Job Title
Greenwich Peninsula

Drawing Title
Greenwich Masterplan

ESTATE ROADS
OCTOBER 2022

ARUP

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London W1T 4BQ
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Scale at A1	1:2000
Discipline	Civil
Drawing Status	Information
Job No	113313
Drawing No	AIN-MAS-1100
Issue	16

Do not scale

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By E.E.

ANNEXURE 4

ESTATE SERVICE CHARGE DEED

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FORSTERS

DATED **2022**

(1) [KNIGHT DRAGON (19.05) LIMITED]

(2) GREENWICH PENINSULA ESTATE MANAGEMENT COMPANY LIMITED

(3) [DISTRICT MANCO]

(4) GLA LAND & PROPERTY LIMITED

ESTATE SERVICE CHARGE DEED

relating to

Plot 19.05 at the Greenwich Peninsula, London SE10

Forsters LLP 31 Hill Street London W1J 5LS | **DX:** 82988 Mayfair
T: +44(0)20 7863 8333 | **W:** www.forsters.co.uk | **R:** BNB/33645.1781

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DATED:

PARTIES:

(1) **[KNIGHT DRAGON (19.05) LIMITED]** a private limited company incorporated under the laws of England and Wales (Company Registration No. 09806468) whose registered office is at Level 9 6 Mitre Passage, Greenwich Peninsula, London, England, SE10 0ER ("Owner" which expression shall include its successors in title and assigns);

(2) **GREENWICH PENINSULA ESTATE MANAGEMENT COMPANY LIMITED** a private limited company incorporated under the laws of England and Wales (Company Registration No. 7909672) whose registered office is at Level 9 6 Mitre Passage, Greenwich Peninsula, London, England, SE10 0ER (the "Estate Management Company");

(3) **[DISTRICT MANCO]** a private limited company incorporated under the laws of England and Wales (Company Registration No. [ ]) whose registered office is at [ ] (the "District Management Company");[1]

(4) **GLA LAND & PROPERTY LIMITED** a private limited company incorporated under the laws of England and Wales (Company Registration No. 7911046) whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN ("GLA Land" which expression shall include its successors in title and assigns).

NOW THIS DEED WITNESSES as follows:

1. Definitions and Interpretation

1.1 In this Deed except where the context otherwise requires the following words and expressions have the following meanings:

Advance Payments:	means the payments made on account by the Landowner in accordance with clause 3.3 and "Advance Payment" means any one of them;
Base Rate:	means the base rate for the time being of Barclays Bank PLC in force from time to time or if such base lending rate ceases to exist, such other comparable rate of interest as the Estate Management Company shall reasonably specify;
CPZ Strategy:	means a document published from time to time by the Estate Management Company setting out the car

[1] TBC

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	parking strategy the current version of which (as at the date of this Deed) is attached at Annex 3 and labelled "Car Parking Strategy"; [Annexure Required][2]
Disposition:	means any transfer whether for valuable consideration or otherwise and however such interest becomes vested in the grantee under it, and includes any transfer by a mortgagee or chargee;
District:	means any area or areas of the Estate designated by the Estate Management Company from time to time as being a discrete part or parts of the Estate for management and/or service delivery purposes which at the date of this Deed includes (without limitation) Lower Riverside, Parkside, Brickfields, Upper Riverside and Meridian Quays as shown on the District Plan;
District Plan:	means the district plan from time to time produced by the Estate Management Company the current version of which (as at the date of this Deed) is attached to at Annex 2; [Annexure Required]
District Services:	means the services set out in Schedule 1 where provided for the exclusive benefit of the owners and occupiers of the buildings or premises in any District;
Energy Supplier:	means the supplier of Heat to the Estate operating pursuant to the Use of System Agreement (or any renewal or replacement agreement for the provision of Heat to the Estate);
Estate:	means the land commonly known as Greenwich Peninsula shown edged red on the Estate Boundary Plan (but excluding the Plots) together with any additional land which the Estate Management Company from time to time reasonably designates as part of the Estate and all buildings, Service Media and appurtenances thereon and all additions alterations and improvements thereto but excluding such other land and Service Media as the Estate Management

[2] Forsters to confirm with KD latest version to be appended

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Company may from time to time reasonably determine shall no longer form part of the Estate;

Estate Boundary Plan: means the plan attached to this Deed at Annex 4; [Annexure Required]

Estate Common Parts: means those parts of the Estate (such parts not being publicly adopted) which are from time to time intended for the common use and enjoyment of the owners and tenants of the Estate and persons claiming through or under them and/or properly designated as such by the Estate Management Company (whether or not other parties are also entitled to use and enjoy the same) and including:

(a) roads to the point of connection with a highway maintainable at public expense;

(b) bridges kerbs pavements footpaths parks and esplanades landscaped areas open areas and river piers and jetties;

(c) river walls and river walkways;

(d) walkways and other pedestrian ways;

(e) the Pipes therein and not intended to be the responsibility of a particular owner or tenant or group of owners or tenants; and

(f) other matters or things which make up those parts of the Estate which are not and are not intended to be the responsibility of a particular owner or tenant or group of owners or tenants;

Estate Computing Date: means the 25 March in each year and the anniversary of that date in each succeeding year or such other date as the Estate Management Company may from time to time nominate;

Estate Expenditure: means in respect of the Services the aggregate of:

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(a) all reasonable and proper costs fees expenses and outgoings (whether or not of a recurring nature) whatsoever incurred by the Estate Management Company in respect of or incidental to the provision of all or any of the Services and (when any expenditure is incurred in relation to the Estate and other premises) the proportion of such expenditure which is reasonably attributable to the Estate Common Parts (or the relevant District as the case may be) as reasonably determined from time to time by the Estate Management Company;

(b) the proper and reasonable fees, costs, expenses and disbursements of the Estate Surveyor or any other person employed or retained by the Estate Management Company (including but not limited to legal representatives), or in connection with, surveying and accounting functions, the collection of service charge, the performance of the Services and any other duties in and about the Estate or any part of it, and relating to the general management, administration, security, maintenance, protection and cleanliness of the Estate;

(c) the proper and reasonable out of pocket costs and expenses of the Estate Management Company in connection with the management of the Estate and the provision of the Services;

(d) such sums as the Estate Management Company shall in its discretion consider desirable (acting reasonably and in good faith) to set aside from time to time (and the amount set aside shall be treated as an item of expenditure actually incurred) for the purpose of providing for periodically recurring items of expenditure whether or not of a capital nature and whether recurring at regular or irregular

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intervals and for anticipated expenditure in respect of any of the Estate Common Parts (the "Estate Reserve Fund");

(e) the cost of replacement of any items with an item of equivalent quality where such replacement is reasonably necessary (but where such an item is of superior quality it shall be as near as practicable to the quality of the item being replaced);

(f) a fee (in such amount as is notified to the Landowner from time to time) to the Estate Management Company in connection with the management of the Estate (to include overheads and profits) commensurate with market practice from time to time of property companies providing management services (such fee to be set at the date of this Deed at 10% of the aggregate of the expenditure referred to in paragraphs (a) to (e) (inclusive) above; and

(g) any Value Added Tax payable on or in connection with any such items in paragraphs (a) to (f) (inclusive) above;

But shall exclude the initial construction of the capital costs of the Estate Common Parts;

Estate Financial Year: means the period from an Estate Computing Date to but not including the next succeeding Estate Computing Date;

Estate Management Framework: means a document published from time to time by the Estate Management Company setting out the framework within which the Estate Management Company has determined that it will operate in order to provide and recover the costs for the Services. The current version (as at the date of this Deed) of such framework document is attached as Annex 6; [Annexure Required]

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Estate Reserve Fund:	has the meaning given to it in paragraph (d) of the definition of Estate Expenditure;
Estate Services:	means the services set out in Schedule 1 to be provided to the Landowner and all owners and occupiers of the buildings or premises on the Estate but excluding the services provided for the exclusive benefit of any District;
Estate Surveyor:	means a chartered surveyor or firm of chartered surveyors appointed or employed by the Estate Management Company to perform the functions of an estate surveyor hereunder;
Estimated Estate Expenditure:	means for any Estate Financial Year such sum as the Estate Management Company shall notify in writing to the Landowner as an estimate of the Estate Expenditure for such Estate Financial Year, including any revision to such estimate notified to the Landowner pursuant to clause 3.2(b);
Governance Agreement:	means the agreement dated 5 December 2014 made between (1) Greenwich Peninsula ESCO Limited (2) Loka Energy Limited (3) Greenwich Peninsula Estate Management Company Limited (4) Knight Dragon Developments Limited (5) The Royal Borough of Greenwich and (6) GLA Land and Property Limited or any renewal or replacement agreement;
Heat:	means hot water for domestic use and for space heating;
Heat Services:	means the services set out in Schedule 2;
Interest Rate:	means four per cent (4%) per annum above the Base Rate;
Landowner:	means the Owner and includes its successors in title as tenant under the Site Lease;
Low Emission Strategy:	means a document published from time to time by the Estate Management Company setting out the low emission strategy the current version of which (as at the date of this Deed) is attached at Annex 5 and

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	labelled "Low Emission Strategy"; [Annexure Required]
Major Failure:	has the meaning given in the Plot Connection Agreement;
OPCO Termination Notice:	has the meaning given to it in the Governance Agreement;
Operator Agreement:	means the agreement dated [ ] made between [ ] or any renewal or replacement of that agreement;[3]
Pipes:	means all pipes sewers drains ducts conduits gulleys gutters mains tunnels tubes watercourses wires cables channels fibres flues service corridors subways trunking and all other conducting media and any ancillary apparatus;
Plot Connection Agreement:	means an agreement for the connection of the Premises to the heat distribution network to be supplied to the Estate by the Energy Supplier if entered into between the Owner and the Energy Supplier.
Premises:	means all that land and buildings on the Estate comprising Plot 19.05 of which the Owner is the current leasehold owner and has applied to be registered as leasehold owner at HM Land Registry as comprised in and more particularly described by the Site Lease and shown for identification purposes only on the plan attached to this Deed at Annex 1; [Annexure Required]
Premises Waste Strategy:	means a document published from time to time by the Estate Management Company setting out the waste strategy the current version of which (as at the date of this Deed) is attached at Annex 7 [Annexure Required] and
Primary Heat Service Network:	means the boilers, equipment, plant (including the central energy building in which such boilers,

[3] Details TBC

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	equipment and plant are housed), meters, pipes, watercourses, wires, cables, conduits, tanks, pumps and any conducting media required to generate and provide Heat from the proposed energy centre to the Estate up to and including the heat exchanger unit on the Premises but not beyond this point;
Quarter Day:	means the usual quarter days of March 25, June 24, September 29 and December 25;
Relevant Advance Payment	shall mean the aggregate of all Advance Payments made in any Estate Financial Year;
Relevant Percentage(s):	has the meaning given to it in clause 3.1;
Secondary Heat Service Network	means the meters, pipes, watercourses, wires, cables, conduits, tanks, pumps and any conducting media required to provide Heat from the Primary Heat Service Network up to and including the consumer heat interface unit in each individual dwelling (but not beyond this point, i.e. to exclude pipework, taps and radiators within each individual dwelling);
Service Media:	means Pipes and equipment used for the reception, generation, passage, provision and/or storage of Utilities;
Services:	means the Estate Services and the District Services;
Site Lease:	means the lease of the Premises dated [ ] 20[ ] and made between (1) GLA Land (2) the Owner and (3) Knight Dragon Developments Limited, as amended from time to time;
Supply Agreement:	means a supply agreement for the supply of heating entered into with the Energy Supplier (or at the Energy Supplier's direction) or any agreement with an Energy Supplier amending or replacing it;
Use of System Agreement:	means the agreement dated 5 December 2014 made between Greenwich Peninsula Esco Limited (company number 8855040) and Loka Energy Limited (company number 8854998) for the provision of Heat to Greenwich Peninsula, as amended by a Use of System

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	Amendment (No.1) Agreement dated 26 October 2015 between the same parties or any renewal or replacement agreement for the provision of Heat to the Estate;
Utilities:	means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, telecommunications, satellite and data communication and all other utilities;
Value Added Tax and VAT:	mean Value Added Tax as provided for in the Value Added Tax 1994 and any reference to Value Added Tax or VAT shall include any tax of a similar nature substituted for or levied in addition to Value Added Tax; and
Working Day:	means any day from Monday to Friday (inclusive) which is not Christmas Day, Boxing Day, Good Friday or a statutory bank holiday.

1.2 In this deed unless otherwise specified:

(a) any reference to a clause is a reference to a clause of this Deed and any reference to a sub-clause is to a reference to a sub-clause of the clause in which the reference appears;

(b) headings to clauses are for convenience only and do not affect the interpretation of this Deed;

(c) references to a person shall include a company or other legal entity and words importing the singular number shall include the plural number and vice versa;

(d) words importing persons include firms, companies and corporations and vice versa; and

(e) the words "including" and "include" shall be deemed to be followed by the words "without limitation".

2. Provision of Estate Services

2.1 Obligation to provide Estate Services

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Subject to the Landowner complying with its obligations under this Deed the Estate Management Company covenants to perform and observe or procure the provision and observance of the Estate Services in accordance with the provisions of this Deed and to manage the Estate in such manner as shall be in accordance with principles of good estate management and the Estate Management Company may (if requested by the relevant District Management Company) provide District Services and if and to the extent that it does so it will provide them in accordance with the provisions of this Deed and in such manner as shall be in accordance with principles of good estate management;

2.2 Heat Services

(a) As at the date of this Deed the Energy Supplier will provide Heat and the Heat Services to the Estate (including the Premises) in accordance with the terms of the Plot Connection Agreement. The Estate Management Company will not have any obligation to provide Heat or the Heat Services under this Deed unless they serve notice under paragraph 2.2(d) and only until suspended again under paragraph 2.2(e).

(b) The Owner shall procure that all leaseholders and/or residents enter into a Supply Agreement in respect of the provision of Heat and shall further enter into any replacement Supply Agreement at the request of the Estate Management Company.

(c) The Owner covenants with the Estate Management Company not to enter into any arrangement or agreement for the supply of ambient temperature water and heat or gas (for the purpose of space and water heating) with any supplier or utilities company other than with the Estate Management Company or the Energy Supplier.

(d) The Estate Management Company shall, having served an OPCO Termination Notice pursuant to clause 5.4.4 of the Governance Agreement, serve written notice on the Owner stating that the Estate Management Company intends to provide Heat to the Estate in accordance with the provisions of the Governance Agreement.

(e) From the date upon which the Estate Management Company commences the supply of Heat and the provision of the Heat Services to the Estate, the Owner shall pay any Usage Charge and the additional part of the Service Charge relating to Heat Services, until such time as the Owner receives written notice from the Estate Management Company that the Energy Supplier has resumed responsibility for the provision of Heat and the Heat Services.

(f) Save where the Estate Management Company is providing Heat and the Heat Services and notwithstanding paragraph 2.2(d), the Owner may notify the Estate Management Company in the event that a Major Failure has occurred and has not been remedied to the Owner's satisfaction (acting reasonably) within 4 weeks of occurrence and the Energy Supplier has materially failed to implement the provisions of the Disaster

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Recovery Plan pursuant to the Plot Connection Agreement and in either case such failure(s) is having a material impact on the Energy Supplier's ability to provide Heat and the Heat Services to the Premises.

(g) In addition but without prejudice to the Estate Management Company's rights and obligations under the Governance Agreement

(i) the Estate Management Company shall use reasonable endeavours to arrange a meeting within 5 working days of the Owner's notification pursuant to paragraph 2.2(f) with the Owner, the Energy Supplier, and the other Parties to the Governance Agreement as the Estate Management Company considers appropriate, to agree (where the failure is capable of being rectified) a reasonable programme to remedy the failure(s) within a reasonable timeframe; and

(ii) the Estate Management Company shall give at least 5 working days' written notice of the occurrence of the right pursuant to clause 5.4.4 of the Governance Agreement for the Estate Management Company to serve an OPCO Termination Notice.

2.3 Delegation

(a) In performing any of its obligations under this Deed, the Estate Management Company will be entitled to employ such agents, contractors or other persons as it may think fit and to delegate its duties and powers to them and their fees and expenses shall form part of the Estate Expenditure.

(b) Notwithstanding any delegation by the Estate Management Company of its powers or duties under clause 2.1, the Estate Management Company shall remain responsible for its obligations under this Deed.

2.4 Variations to services

The Estate Management Company may at its discretion add to, extend, vary or withhold from time to time any of the Services if it reasonably considers it desirable to do so for the more efficient management, operation or security of the Estate Common Parts.

2.5 Failure to provide services

The Estate Management Company shall not be liable to the Landowner or the District Management Company in respect of any failure by it to perform any of the Services unless it has been given written notice of the failure in question and the Estate Management Company has failed within a reasonable time to remedy it and in that case, the Estate Management Company will be liable to compensate the Landowner and the District Management Company

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for any direct loss or damage sustained by either of them after that reasonable time has elapsed the Landowner and the District Management Company having taken all reasonable steps to mitigate such loss or damage.

2.6 Exclusion of the Estate Management Company's Liability

The Estate Management Company will not incur any liability for any failure or interruption in any of the Services to be provided pursuant to this Deed or for any inconvenience or injury to person or property arising from that failure or interruption, in either case due to any maintenance, servicing, repair, replacement, mechanical breakdown, failure, malfunction, shortages, labour disputes, or any cause or circumstance beyond the reasonable control of the Estate Management Company, but the Estate Management Company will use reasonable endeavours to cause the Service in question to be reinstated with the minimum of delay.

2.7 Grant of all necessary rights

(a) The District Management Company, the Landowner and GLA Land shall not prevent the Estate Management Company (including its respective agents, contractors, employees and any other representatives) from providing the Services and shall permit such access provided that the Management Company shall give at least 48 hours notice of the requirement for access (save in the event of emergency where no notice will be required) over the Premises and the Estate as shall be reasonably necessary to perform the Estate Services and shall cause as little damage as reasonably possible to the Premises and shall make good all physical damage caused.

(b) To the extent not granted by this Deed the Estate Management Company will maintain or procure that it will obtain all necessary rights and privileges over the Estate in order to carry out its obligations under this Deed.

2.8 Estate Management Framework

The Estate Management Company shall:

(a) perform its functions and obligations under this Deed in accordance with the current published Estate Management Framework unless and to the extent that to do so would be inconsistent with the terms of this Deed, in which event the terms of this Deed shall prevail;

(b) keep the Estate Management Framework under periodic review and publish such revisions to it from time to time as the Estate Management Company shall find to be necessary or desirable.

2.9 Date services shall commence

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The parties acknowledge and agree that at the date of this Deed, some of the Estate Common Parts are either under construction or to be constructed and therefore, the obligations of the Estate Management Company to provide, or procure the provision of, the Services and to perform or to procure the performance of the Services in respect of such of the Estate Common Parts that have not been constructed shall not apply until such time as they have been constructed, landscaped or otherwise created.

3. Service Charge

3.1 Relevant Percentage(s)

(a) The Relevant Percentage(s) shall be such percentage or percentages of the Estate Expenditure (it being acknowledged that differing percentages may be applied, inter alia, to the Estate Services and (if applicable) the District Services) as the Estate Management Company shall, acting reasonably and having regard to the principles of good estate management, determine from time to time and notify to the Landowner and the District Management Company, being such percentage as is fair and reasonable in the circumstances.

(b) The Estate Management Company shall notify the Landowner and the District Management Company in writing of the Relevant Percentage(s) to be allocated at the time of notifying the Landowner and the District Management Company of the Estimated Estate Expenditure.

3.2 Estimated Expenditure

(a) The Estate Management Company will notify the Landowner and the District Management Company in writing of the Estimated Estate Expenditure for an Estate Financial Year at least two (2) months before the first Quarter Day in the relevant Estate Financial Year.

(b) The Estate Management Company may, acting reasonably, from time to time during any Estate Financial Year, notify the Landowner and the District Management Company in writing of a revised figure for the Estimated Estate Expenditure.

3.3 Advance Payment

(a) The Landowner covenants with the Estate Management Company to pay to the Estate Management Company:

(i) sums equal to the Relevant Percentage(s) of the Estimated Estate Expenditure in advance by equal quarterly instalments on the Quarter Days during each Estate Financial Year; and

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(ii) (if the Estimated Estate Expenditure is revised in accordance with clause 3.2(b)) within twenty (20) Working Days after receipt of written demand the Relevant Percentage(s) of the amount by which any such revised figure for the Estimated Estate Expenditure exceeds the figure previously notified to the Landowner and the District Management Company;

in either case, without any reduction, abatement, set-off, counterclaim or deduction (save those that the District Management Company must make by law).

3.4 Balancing Payment

(a) The Estate Management Company shall, as soon as reasonably practicable after the end of each Estate Financial Year, prepare and send to the Landowner and the District Management Company an account or accounts, each duly certified by the Estate Surveyor, showing the Estate Expenditure for the immediate preceding Estate Financial Year and the amount (if any) which the Estate Management Company has chosen to utilise from the Estate Reserve Fund in defraying such Estate Expenditure and containing a fair summary of the various items comprising the Estate Expenditure and such account shall (absent any manifest error) be conclusive evidence of all matters of fact referred to in that account.

(b) If the Relevant Percentage(s) of the Estate Expenditure in any Estate Financial Year shall exceed the Relevant Advance Payment for that Estate Financial Year, the excess (together with interest thereon at the Base Rate calculated from and including the Estate Computing Date next following the end of that Estate Financial Year until the date of payment) shall be paid by the Landowner to the Estate Management Company on written demand.

(c) If the Relevant Percentage(s) of the Estate Expenditure for any Estate Financial Year shall be less than the Relevant Advance Payment for that Estate Financial Year, the overpayment made by the Landowner (together with interest thereon at the Base Rate calculated as aforesaid up to the date when the next Advance Payment is due) shall be credited to the Landowner against its next contribution to an Advance Payment in such proportions as the Landowner contributes to the Estimated Expenditure.

4. Discretion to vary Relevant Percentage(s)

4.1 If at any time or times during the subsistence of this Deed, the Estate Management Company (acting reasonably) considers that circumstances have arisen making the Relevant Percentage(s) or any other basis upon which the Landowner contributes to the cost of the provision of the Estate Services or (if applicable) the District Services unreasonable or inequitable, the Estate Management Company may give written notice to the Landowner requiring a variation which is fair and reasonable in all the circumstances.

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4.2 It is further agreed that it shall be reasonable for the Estate Management Company to vary the Relevant Percentage(s) pursuant to clause 4.1 annually to reflect changes in the Estate or as and when material parts of the Estate are completed and become subject to the provision of the Services pursuant to clause 2.9.

5. Omissions

Any omission by the Estate Management Company to include in the Estate Expenditure in any Estate Financial Year a sum expended or a liability incurred in that Estate Financial Year shall not preclude the Estate Management Company from including such sum or the amount of that liability in the Estate Expenditure in any subsequent Estate Financial Years that the Estate Management Company determines.

6. Estate Reserve Fund

The Estate Reserve Fund shall be held upon trust for the persons who, from time to time, shall be owners or tenants of the Estate who have contributed to the Estate Reserve Fund and the Estate Management Company shall utilise the same, with interest accruing thereon (but after deducting tax payable thereon and on such interest) in defraying expenditure of the nature referred to in paragraph (d) of the definition of "Estate Expenditure" in clause 1

7. Payment for Additional Services

The Landowner covenants with the Estate Management Company to pay within twenty (20) Working Days after receipt of written demand such charge as may reasonably be determined by the Estate Management Company in respect of any service (whether or not constituting a Service) provided at the request of the Landowner.

8. Application of Provisions

Where an Estate Financial Year does not amount to a calendar year, the Estate service charge payable under this Deed for that Estate Financial Year shall be apportioned on a pro-rata basis.

9. Assignment

9.1 The Estate Management Company may freely assign or transfer the benefit of this Deed (including for the purpose of providing security)

9.2 The Estate Management Company shall be released from its obligations under this Deed (save in respect of any antecedent breach) on obtaining a deed of covenant from any assignee or transferee direct with the Landowner (in a form to be approved by the Landowner acting reasonably, such approval not to be unreasonably withheld or delayed) to comply with the obligations on the part of the Estate Management Company under this Deed.

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9.3 The Landowner agrees with the Estate Management Company and GLA Land that the Landowner will not complete any Disposition of its interest under the Site Lease without first having procured from the disponee under such Disposition and having delivered to the Estate Management Company, the District Management Company and GLA Land a deed of covenant in favour of the Estate Management Company and GLA Land duly executed by the disponee by which the disponee covenants to observe and perform the obligations of the Landowner under this Deed from the date of the Disposition.

9.4 The Landowner agrees to notify the Estate Management Company and GLA Land in writing of completion of any Disposition within fifteen (15) Working Days after the date of such completion and on completion of such Disposition or (if later) delivery of an original of such deed to each of the Estate Management Company and GLA Land, the Landowner shall be released from all future liability hereunder but without prejudice to any liability for any antecedent breach.

9.5 The Landowner shall at the same time as applying to register the Site Lease make an application to the Land Registry (or alternatively consents to such an application being made) to enter the following restriction in the Proprietorship Register of the Landowner's title under the Site Lease:

"No transfer of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 9.3 of an Estate Service Charge Deed dated [ ] and made between (1) Knight Dragon (19.05) Limited, (2) Greenwich Peninsula Estate Management Company Limited, (3) [District Manco][4] and (4) GLA Land and Property Limited have been complied with or that they do not apply to the disposition"

9.6 Following a Disposition and subject to the Landowner complying with clauses 9.1 and 9.4 of this Deed the Estate Management Company shall, following written request by the Landowner, deliver to the disponee a deed of covenant in favour of the disponee duly executed by the Estate Management Company by which the Estate Management Company covenants with the disponee to observe and perform the obligations of the Estate Management Company under this Deed from the date of the Disposition

10. Release of Deed

10.1 The Estate Management Company, GLA Land, the District Management Company and the Landowner agree that if at any time an estate management company is established to provide services (including the Services) in place of the Estate Management Company (the "New Estate Management Company") the District Management Company, the Landowner shall enter such

[4] Update accordingly

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deeds and ancillary documents with the New Estate Management Company and GLA Land including a service charge deed substantially in the form of this Deed (mutatis mutandis) as may be reasonably required by the Estate Management Company or GLA Land (the "Estate Management Documents").

10.2 Upon the entry into the Estate Management Documents, the Landowner, GLA Land, the District Management Company and the Estate Management Company shall release each other from all of their obligations and rights arising out of this Deed and this Deed shall immediately cease to have effect but without prejudice to any rights or remedies of either party in relation to any antecedent breach.

11. Interest on Arrears

Without prejudice to any other right remedy or power contained in this Deed or otherwise available to the Estate Management Company, if any sum of money payable by the Landowner to the Estate Management Company remains unpaid for within ten (10) Working Days after the date when payment was due, the Landowner shall pay interest on it at the Interest Rate from and including the date on which payment was due to the date of payment to the Estate Management Company (both before and after any judgment).

12. VAT

12.1 All sums exclusive of VAT

All sums payable by any party to any other party pursuant to this Deed shall be deemed to be exclusive of any VAT which is chargeable on the supply or supplies for which such sums (or any part thereof) are the whole or part of the consideration for VAT purposes.

12.2 Payment of VAT

Where pursuant to the terms of this Deed, any party (the "Supplier") makes a supply to any other party (the "Recipient") for VAT purposes and VAT is or becomes chargeable on such supply, the Recipient shall pay to the Supplier (in addition to and at the same time as providing any other consideration for such supply or, if later, within five (5) Business Days' of receipt of a VAT invoice in respect of such supply) a sum equal to the amount of such VAT.

12.3 Reimbursement of VAT

Where any party is required by the terms of this Deed to reimburse any other party for any cost or expense, such first party shall reimburse such other party for the full amount of such cost or expense, including such part thereof as represents VAT, save to the extent that such other party may obtain credit or repayment in respect of such VAT from H M Revenue & Customs.

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13. Notices

13.1 Service of Notices

All notices, requests, demands, approvals, consents and other communications under this Deed ("Notices") shall be in writing and shall be duly and validly given or made if given or served by personal delivery or sent pre-paid, registered or recorded delivery mail to the persons and the addresses specified below or to such other person and/or address as a party may specify from time to time by written notice to the other parties. Notices given or served by personal delivery shall be deemed to be given or reserved on the date of delivery. Notices sent by pre-paid registered or recorded delivery mail shall be deemed to be given or served on the second Working Day after the day of posting unless they are proved to have been served on receipt.

13.2 Addresses for Service

(a) Notices to the Owner shall be addressed to its registered office marked for the attention of the Company Secretary (or to such other persons and address as the Owner may notify in writing to the other parties from time to time)

With a copy to:

6 Mitre Passage
Greenwich Peninsula
London
SE10 0ER

For the attention of The Estate Manager

(or such other person as the Owner may notify in writing to the other parties from time to time)"

(b) Notices to the Estate Management Company shall be addressed to its registered office marked for the attention of the Company Secretary (or to such other persons and address as the Estate Management Company may notify in writing to the other parties from time to time)

With a copy to:

Mitre Passage
Greenwich Peninsula
London
SE10 0ER

For the attention of The Estate Manager

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(or such other addresses as shall have been notified in writing to the other parties from time to time)

(c) Notices to GLA Land shall be addressed as follows:

5 Endeavour Square, London, United Kingdom, E20 1JN

For the attention of TFL Legal (Planning and Property)

With a copy to:

City Hall
Kamal Chunchie Way
London
E16 1ZE

For the attention of Assistant Director, Strategic Projects and Property

(or such other addresses as shall have been notified in writing to the other parties from time to time)

(d) Notices to the District Management Company shall be addressed to its registered office marked for the attention of the Company Secretary (or to such other persons and address as the District Management Company may notify in writing to the other parties from time to time)

With a copy to:

Mitre Passage
Greenwich Peninsula
London
SE10 0ER[5]

For the attention of The Estate Manager

(or such other addresses as shall have been notified in writing to the other parties from time to time)

14. Rights granted to District Management Company

14.1 In recognition of the fact that the District Management Company will be providing certain district services to undertenants of the Site Lease as specified in those underleases, the Landowner, GLA Land and the Estate Management Company shall not prevent the District

[5] Update if necessary

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Management Company (including its respective agents, contractors, employees and any other representatives) from providing such services and shall permit such access provided that the Management Company shall give at least 48 hours notice of the requirement for access (save in the event of emergency where no notice will be required) over the Premises and the Estate as shall be reasonably necessary to perform such services, the District Management Company causing as little damage as reasonably possible to the Premises and the Estate and making good all physical damage caused.

14.2 Where the District Management Company is responsible for collecting contributions towards the Estate Expenditure in respect of any underleases granted out of the Site Lease the District Management Company shall:

(a) Pay such contributions to the Landowner within 5 working days of receipt (or at the direction of the Landowner, shall pay such sums direct to the Estate Management Company); and

(b) Shall co-operate with and assist the Landowner in recovering any arrears in respect of such payments from the relevant undertenants, former undertenants or guarantors including, if requested by the Landowner, shall join the Landowner in any action, claim or proceedings against any such person who may be liable for the arrears.

14.3 The provisions of clause 14.2 above shall not negate Estate Management Company's obligations to provide the Estate Services and the District Services (if any) in accordance with the provisions of this Deed

15. General

15.1 Entire Agreement

This Deed and any document referred to in this Deed and named documents constitutes the entire agreement, and supersedes any previous agreements, between the parties relating to the subject matter of this Deed.

15.2 Variations

A variation of this Deed is valid only if it is in writing and signed by or on behalf of each party.

15.3 No Waiver

A failure to exercise or delay in exercising a right or remedy provided by this Deed or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by this Deed or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

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15.4 Cumulative Rights

Except where this Deed provides otherwise the rights and remedies contained in this Deed are cumulative and not exclusive of rights or remedies provided by law.

15.5 No Partnership

No provision of this Deed creates a partnership between any of the parties or makes a party the agent of another party for any purpose. A party has no authority or power to bind, to contract in the name of, or to create a liability for another party in any way or for any purpose.

15.6 Counterpart

This Deed may be executed in any number of counterparts and by the parties on separate counterparts each of which shall constitute an original, but all the counterparts shall together constitute but one and the same document.

15.7 Invalidity of certain provisions

If any term of this Deed or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable and the remainder of this Deed or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Deed shall be valid and be enforced to the fullest extent permitted by law.

15.8 Third party rights

A person who is not a party (other than an assignee) to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.9 Costs

Except where this Deed provides otherwise, each party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Deed and of each document referred to in it.

15.10 Further assurance

Each party shall (at its own cost) do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably within its power to implement this Deed.

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16. Landlord and Tenant Act 1985

16.1 The Estate Management Company and the Landowner shall on request take all necessary and reasonable steps to assist the other in complying with its obligations (if any) under sections 18 to 30 inclusive of the Landlord and Tenant Act 1985.

16.2 Subject to the provisions of clause 16.1 to the extent that any notices are required to be served pursuant to Section 20 of the Landlord and Tenant Act 1985 in respect of the Services on any tenant or occupier, they shall be served by the Landowner or their agents for and on behalf of both the Landowner and the Estate Management Company.

THIS DEED has been executed by the parties as a deed and is intended to be and is delivered on the date first written above.

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SCHEDULE 1
ESTATE SERVICES

1. Estate Services

1.1 Overriding management responsibility

Managing, operating and administering the Estate Common Parts for the common benefit of the owners and tenants of the Estate in accordance with the principles of good estate management to ensure that the standard of repair, condition, cleanliness, amenity, operation, security and safety of the Estate Common Parts is equivalent to or exceeds that for similar properties to the Estate. The other paragraphs of this Schedule are to be read and construed on the basis that they do not prejudice the overriding obligation set out in this paragraph.

1.2 Repairs and maintenance

Repairing, maintaining, decorating and (where appropriate) cleaning, lighting, heating, servicing, furnishing, equipping and (as and when necessary) altering, reinstating, renewing or rebuilding each part of the Estate Common Parts.

1.3 Staff

Providing staff (including such direct or indirect labour as the Estate Management Company considers appropriate) for the day-to-day running of the installations and the provision of other services to the Estate and for its general management and operation and all other incidental expenditure, including:

(a) insurance, health, pension, welfare, severance and other payments, contributions and premiums;

(b) providing uniforms, working clothes, tools, appliances, materials and equipment (including telephones) for the proper performance of the duties of any such staff;

(c) reviewing, providing, maintaining, repairing, decorating and lighting any accommodation and facilities for staff, including any residential accommodation for staff employed on the Estate, and any rates, gas or electricity charges in respect of it and any actual or notional rent for such accommodation.

1.4 Signs

Providing, maintaining and renewing name boards and signs at the entrances and any other parts of the Estate, and any directional signs and fire regulation notices and any flags, flag poles, television and radio aerials and satellite dishes.

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1.5 Refuse

Providing and (when necessary) renewing or replacing any paladins, compactors or other receptacles for refuse for the Estate Common Parts and the cost of collecting, storing and disposing of refuse such services being in accordance with the Premises Waste Strategy updated from time to time by the Estate Management Company.

1.6 Miscellaneous items

(a) Leasing or hiring any items referred to in this Schedule.

(b) Interest, commission and fees in respect of any monies borrowed to finance the provision of any of the items or services referred to in this Schedule.

(c) Enforcing for the general benefit of the tenants of the Estate (as determined by the Estate Management Company) the covenants in any of the other leases relating to the Estate.

(d) Complying with the covenants on the part of the tenant (other than the payment of yearly rents) in the leases under which the Estate Common Parts may from time to time be held.

1.7 Insurance

Purchase and provision of insurance together with other costs associated with such insurance including:

(a) undertaking periodic valuations of the Estate Common Parts for insurance purposes;

(b) undertaking works required to the Estate Common Parts in order to satisfy the requirements of any insurer of the Estate;

(c) arranging property owner's liability, third party liability and employer's liability and such other insurances as the Estate Management Company may, from time to time, determine; and

(d) paying any amount which may be deducted or disallowed by any insurer of the Estate Common Parts under any excess provision in the insurance policy on settlement of any claim by the Estate Management Company.

1.8 Common facilities

Making, laying, repairing, maintaining, rebuilding, decorating, cleaning and lighting (as the case may require), any roads, ways, forecourts, passages, pavements, party walls or fences, party

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structures, conduits or other conveniences and easements whatsoever which may belong to, or be capable of being used or enjoyed by, the Estate in common with any adjoining property.

1.9 Outgoings

Paying all existing or future rates (including water rates) taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, parochial, local or of any other description and whether or not of a capital or non-recurring nature or of a wholly novel character) payable by the Estate Management Company in respect of the Estate Common Parts or any part of them.

1.10 Statutory requirements

Carrying out any works to the Estate Common Parts required to comply with any statute (other than works for which any tenant or occupier is responsible).

1.11 Representations

Taking any steps considered desirable or expedient by the Estate Management Company for complying with, making representations against, or otherwise contesting liability under, any statute concerning town planning, public health, highways, streets, drainage and any other matters relating or alleged to relate to the Estate Common Parts or any part of it for which any tenant is not directly responsible.

1.12 Security

Providing, maintaining, repairing, operating, inspecting, servicing, cleaning and (as and when necessary) renewing or replacing any security or emergency systems for the Estate Common Parts, including alarm systems, internal telephone systems, closed circuit television systems, generators, emergency lighting, fire detection or prevention systems, sprinkler systems, any fire escapes for the Estate Common Parts and fire fighting and fire prevention equipment and appliances (other than those for which a tenant is responsible) and any traffic barriers, car park and traffic control and security systems.

1.13 Landscaping

Providing and maintaining hard and soft landscaping and planning within the Estate Common Parts including fountains, sculptures, architectural, artistic or ornamental features or murals and to keep all such parts of the Estate Common Parts as may from time to time be laid out as landscaping (including water features) neat, cleaned, planted properly, tended and free from weeds and the grass cut.

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1.14 Heat

Procuring the provision of Heat to such part of the Estate upon which the Premises is situated and repairing, maintaining and renewing where necessary the Primary Heat Service Network and the Secondary Heat Service Network, but only in the event that:

(a) the Plot Connection Agreement has been entered into;

(b) the Use of System Agreement and the Operator Agreement have been terminated pursuant to clause S44 of the Governance Agreement and no renewal or replacement agreement for the provision of Heat to the Estate has been entered into with an alternative supplier of Heat to the Estate; and

(c) the Estate Management Company is required to operate the energy system pursuant to clause 5.5 of the Governance Agreement

1.15 CPZ Strategy

Implementing the CPZ Strategy.

1.16 Low Emission Strategy

Implementing the Low Emission Strategy.

1.17 Public activities

Arranging (the cost of which shall be net of any receipts or proceeds) displays, concerts, exhibitions or other forms of public entertainment or activity undertaken within the Estate Common Parts or for the benefit or enjoyment of the Estate or its occupiers.

1.18 Generally

Providing such other services and carrying out such other works as the Estate Management Company may, in its reasonable discretion, consider desirable or necessary for the benefit of the Estate or any part of it or the tenants or occupiers of it, or for securing or enhancing any amenity of, or within, the Estate, or in the interest of good estate management.

1.19 Value Added Tax

Paying irrecoverable VAT chargeable in respect of any item of expenditure referred to in this Schedule.

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SCHEDULE 2

Heat Services

1. Keeping the Primary Heat Service Network and the Secondary Heat Service Network in a good state of repair and condition including any necessary inspections, cleaning, maintenance, replacement, repairs and renewals, improvements and complying with all proper requirements of any relevant authority.

2. Arranging such insurance cover as the Estate Management Company may consider to be appropriate in relation to the Primary Heat Service Network and the Secondary Heat Service Network and in respect of any risks for which the Estate Management Company may be liable as an employer of persons working on the Primary Heat Service Network and the Secondary Heat Service Network or as the owner of the Primary Heat Service Network and the Secondary Heat Service Network.

3. Paying all rates taxes duties charges assessments and outgoings assessed charged or imposed on or payable in respect of the Primary Heat Service Network and the Secondary Heat Service Network.

4. Paying any Use of System Charge to the owner of the Primary Heat Service Network and/or the Secondary Heat Service Network.

5. Employing or retaining any solicitor accountant surveyor valuer architect engineer managing agent or management company or other professional consultant or adviser in connection with the management administration repair and maintenance of the Primary Heat Service Network and the Secondary Heat Service Network including the preparation of any accounts certificates and statements relating to any of the Heat Services and the collection of the Usage Charge.

6. Employing staff or independent contractors or labour for the provision of the Heat.

7. Operating maintaining and (if reasonably necessary) renewing any lighting power and water supply apparatus for the Primary Heat Service Network and the Secondary Heat Service Network and providing such additional lighting water or power supply apparatus as the Estate Management Company may think reasonably necessary.

8. Such sums as shall be considered reasonably necessary by the Estate Management Company (whose decision shall be final as to questions of fact) to provide a reserve fund or fund for items of future expenditure to be or expected to be incurred at any time in connection with the Primary Heat Service Network and the Secondary Heat Service Network.

9. Any other reasonable and proper expenses incurred by the Estate Management Company in respect of the Primary Heat Service Network and the Secondary Heat Service Network and/or the provision of Heat.

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10. Interest (at no more than the Interest Rate) on money disbursed by the Estate Management Company in respect of the Primary Heat Service Network and the Secondary Heat Service Network and/or the provision of Heat prior to reimbursement

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EXECUTED as a deed by)
KNIGHT DRAGON (19.05) LIMITED)
acting by a director in the presence of a)
witness:)

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

EXECUTED as a deed by)
GREENWICH PENINSULA ESTATE)
MANAGEMENT LIMITED acting by a)
director in the presence of a witness:)

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

EXECUTED as a deed by)
[DISTRICT MANCO] acting by a director)
in the presence of a witness:)
)

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Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

EXECUTED as a deed (but not delivered)
until the date hereof) by)
GLA LAND AND PROPERTY LIMITED)
acting by a director in the presence of)

Signature

Director

Signature of witness

Name (in BLOCK CAPITALS)

Address

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ANNEXURE 1

Premises Plan

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ANNEXURE 2

District Plan

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ANNEXURE 3

Cpz Strategy

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ANNEXURE 4

Estate Boundary Plan

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ANNEXURE 5

Low Emission Strategy

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ANNEXURE 6

Estate Management Framework

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ANNEXURE 7

Premises Waste Strategy [TBC if required]

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