

DENTONS

DOA/AJB/092574.00040/33777196.06

Lease relating to Retail Units 1 and 2, Twyman House, Camden Road, London

Dated 28 MARCH 2014

Taylor Wimpey UK Limited
(Landlord)

Twyman Regent Limited
(Management Company)

Taylor Wimpey Developments Limited
(Tenant)

Dentons UKMEA LLP
One Fleet Place
London EC4M 7WS
United Kingdom

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LR1	Date of Lease	28 MARCH 2014
LR2	Title Number(s)	LR2.1 Landlord's title number(s) LN41108 LR2.2 Other title numbers – none
LR3	Parties to this Lease	Landlord TAYLOR WIMPEY UK LIMITED (Company registration number 1392762) whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR Tenant TAYLOR WIMPEY DEVELOPMENTS LIMITED (Company registration number 00643420) of Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR Other Parties TWYMAN REGENT LIMITED (Company registration number 8367485) whose registered office is care of Chainbow Limited 61 Southwark Street London SE1 0HL of ("the Management Company")
LR4	Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration this clause shall prevail Retail Units 1 and 2 at Twyman House, Camden Road, London shown edged red on Plan 1 annexed hereto
LR5	Prescribed statements etc	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003 None LR5.2 This lease is made under or by reference to, provisions of:

LR6	Term for which the Property is leased	999 years commencing on 1 st January 2012
LR7	Premium	Nil
LR8	Prohibitions or restrictions on disposing of the lease	This lease contains a provision that prohibits or restricts dispositions
LR9	Rights of acquisition etc.	LR9.1 Tenant's contractual rights to renew this lease to acquire the reversion or another lease of the Property or to acquire an interest in other land None LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None
LR10	Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11	Easements	LR11.1 Easements granted by this lease for the benefit of the Property SCHEDULE 2 PART 1 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property SCHEDULE 2 PART 2
LR12	Estate rentcharge burdening the Property	None
LR13	Application for standard form of restriction	The parties to this Lease apply to enter the following standard form of restriction against the title of the above property: None
LR14	Declaration of trust where there is more than one person comprising the Tenant	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants OR

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

28 MARCH 2014

Dated

Between

- (1) **Taylor Wimpey UK Limited** registered in England with number 1392762 whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Company"); and
- (2) **Taylor Wimpey Developments Limited** registered in England with number 00643420 whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Tenant")
- (3) **Twyman Regent Limited** registered in England with number 8367485 whose registered office is care of Chainbow Limited 61 Southwark Street London SE1 0HL ("the Management Company").

It is agreed:

1 Consideration and Demise

1.1 For the purposes of this Lease the following expressions shall have the following meanings:

"Price"	As per Clause LR7
"Property"	means Units 1 and 2, 35 Camden Road, London NW1 shown edged red on Plan 1
"Rent"	means the yearly sum of £250 payable annually in advance on 1 st January in each year as adjusted pursuant to the provisions of Clause 8 hereof
"Term"	As per Clause LR6

The expressions the **Company** the **Management Company** and the **Tenant** include their respective successors in title and the expression the **Company** includes the reversioner for the time being immediately expectant upon the Term.

1.2 In consideration of the Price now paid to the Company (the receipt whereof is hereby acknowledged) and the covenant on the part of the Tenant to pay the Rent the Company:

- (a) Demises to the Tenant with full title guarantee the Property:
 - (i) with the benefit of the rights in the terms specified in Part I of Schedule 2; but
 - (ii) subject to the rights in the terms specified in Part II of Schedule 2; and
- (b) Assigns to the Tenant the benefit (so far as the same attaches to the Property) of all covenants made with the Company by any other person who is the registered proprietor of any part of the Estate

TO HOLD the same for the Term paying the Rent and the Maintenance Charge Proportion the first payment of which (or a proportionate part thereof) to be made on the date hereof

2 Definitions

In this Lease the following definitions shall also apply:

Amenity Areas	means all roads verges grassed and floral areas pedestrian ways forecourts or drives shown edged green and edged orange on Plan 2 and Plan 3 for use in common with others
Bin Stores	means the refuse and recycling storage shown edged in part purple on Plan 3 and indicated as such
Block	means the block of flats of which the Property forms part
CHP Equipment	means the combined heat and power plant and all boiler heat interface units meters pipes watercourses wires cables conduits tanks pumps and any conducting media and all ancillary apparatus plant and equipment necessary for the provision of heat to the Block and other parts of the Estate
Common Parts	means the entrances lobbies landings hallways, and all other parts of the Block which are intended to be or are capable of being enjoyed or used by some or all of the owners and tenants and occupiers of premises within the Block
Cycle Store	means the cycle store shown edged purple on Plan 3 and indicated as such
Estate	means all land shown edged red on Plan 3
Heat	means the heat and hot water provided by the Management Company using the CHP Equipment in accordance with Clause 9 of Schedule 6
Heating Charge	means the element of the Maintenance Charge Proportion payable for the provision of heat and hot water to the Property (in relation to which the Management Company will use reasonable endeavours to keep reasonably comparable to general utility prices).
Index	means the Retail Prices (All Items) Index published by the office for National Statistics or any official publication substituted therefore or any other index substituted therefore in accordance with the provisions of sub-clause 8.2 hereof
Insured Risk	means:- (a) fire explosion lightning and earthquake (b) flood storm bursting or overflowing of water tanks pipes or other water or heating apparatus (c) impact aircraft (other than hostile aircraft) and things dropped from such aircraft (d) riot civil commotion and malicious damage

- (e) subsidence heave and landslide
- (f) terrorism (insofar as such insurance is available in the UK insurance market at reasonable economic rates)
- (g) public liability; and
- (h) such other risks as the Company and/or the Management Company may from time to time consider it prudent to insure against

Leases means any leases granted or to be granted by the Company of any flats comprised in the Block

Main Structure means all structural parts of the Block more particularly described in Part II of Schedule 1

Maintenance Charge Proportion means a fair and reasonable proportion (as determined by the Management Company or Landlord) applicable to the Property of the Service Charge Costs

Nominated Insurer means such Insurance Company as the Company shall from time to time nominate

Plan 1 means the plan 1 insert annexed hereto so marked "Plan 1"

Plan 2 means the plan 2 insert annexed hereto so marked "Plan 2"

Plan 3 means the plan 3 insert annexed hereto so marked "Plan 3"

Review Dates means (subject to the provisions of Clause 8.2 hereof) the tenth anniversary of the date of commencement of the Term and each successive tenth anniversary thereafter

Service Charge Costs means sums spent or to be spent by the Management Company (or the Company as the case may be) on the matters specified in Schedule 5 and so far as the same relate the matters specified in Part II of Schedule 6 as estimated or adjusted in accordance with Part I of Schedule 6

Service Installations means all drains channels sewers pipes wires cables installations watercourses and other conducting media whatsoever and any structures incidental to the user thereof now or hereafter constructed or laid on over or beneath the Estate

Third Party Rights means all rights covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in the Landlord's Title Number

3 Tenant's Covenants

The Tenant covenants with the Company and the Management Company and also as a separate covenant with every other person who is the registered proprietor of any part or

parts of the Estate and each and every part thereof and with the intention of binding the Property in the terms specified in Schedule 3

4 Company's Covenants

The Company covenants with the Tenant in the terms specified in Schedule 4

5 Management Company's Covenants

The Management Company covenants severally with the Company and the Tenant in relation to the Block, Amenity Area and the Common Parts in the terms specified in Schedule 5

6 Maintenance Charge Covenants

The Management Company and the Tenant each covenant with the other and the Company in the terms specified in Part I of Schedule 6

7 Agreements and Declarations

The Company the Management Company and the Tenant agree and declare:

- 7.1 in the terms specified in the Schedule 7; and
- 7.2 that all the said Schedules are imported into the operative part of this Lease; and
- 7.3 that this Lease is made on the condition that if any sums payable hereunder shall at any time be in arrear or unpaid for 21 days after the same shall have become due or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions on the part of the Tenant herein contained then it shall be lawful for the Company to re-enter upon the Property or any part thereof and peaceably hold and enjoy the Property thereafter as if this Lease had not been granted and this demise shall thereupon absolutely determine but without prejudice to any rights of action or remedy of the Company and the Management Company

8 Rent Review

- 8.1 The Rent hereby reserved shall on each of the Review Dates be adjusted by reference to the percentage change (if any) in the Index between:-

- 8.1.1 in relation to the first of the Review Dates (a) the figure published immediately prior to the commencement of the Term and (b) the figure published immediately prior to the first Review Date

- 8.1.2 in relation to each of the subsequent Review Dates by reference to any percentage change in the Index between (a) the figure published immediately prior to the previous Review Date and (b) the figure published immediately prior to the Review Date in question

- 8.1.3 In the event of the Index ceasing to be published or if for any other reason it becomes impossible to apply it then the Landlord and the Tenant shall agree a suitable alternative Index for the purpose of this Clause

8.1.4 If the reference base used to compile the Index shall change at any time during this Lease the figure shown in the relevant Index after the change shall be the figure which would have been shown in the relevant Index if the reference base had not changed

8.2 If on any of the Review Dates there shall be in force legislation which:-

8.2.1 prevents restrictions or modifies any revision or increase in the Rent pursuant to the provisions of this Lease or

8.2.2 prohibits or restricts (as a result of the amount of the increased Rent that would otherwise be payable):-

8.2.2.1 the charging of any premium on an assignment or transfer of this Lease or

8.2.2.2 the right of the Company to receive the Rent and/or the Maintenance Charge provided for herein or to enforce the covenants herein contained on the part of the Buyer

then the rent review shall proceed, but if as a result of the review the Rent would become equal to or exceed such sum ("the Rent Limit") as would be contrary to the legislation mentioned above in particular to create a statutory prohibition or restriction on a premium capable of being charged on an assignment of the Lease then the Rent as reviewed shall be reduced to an amount of £1.00 (one pound) less than the Rent Limit.

8.2.3 after the expiration of three months from the date upon which such prevention restriction or modification is removed relaxed or modified the Company shall then be entitled to recover any resulting increase in the Rent with effect from the next Review Date as shall then be permitted by law

8.3 Any dispute on any postponement of a Review Date pursuant to clause 8.2 shall be determined in exactly the same manner as provided for in paragraph 4 of Part 1 of Schedule 6

8.4 For the avoidance of doubt and subject to clause 8.2 at no time shall the Rent be reviewed to a figure which is lower than the Rent reserved for any year prior to the Review Date in question

Schedule 1 – Part I - Definition of Property

There shall be included in the Property:

- (a) One half of all internal walls dividing the same from any adjoining flats garages or internal parts of the Common Parts of the Block (and such walls shall be deemed to be party walls and maintainable as such) and the whole of all other internal walls;
- (b) Any screed floorboards plasterboards panels tiles and other fixings and finishes upon the inner surface of the Main Structure of the floors external walls and ceilings thereof;
- (c) Frames and internal doors (including glass in any windows of the Property and fastenings);
- (d) All doors other than communal doors;
- (e) All Service Installations comprised therein exclusively serving the same but not those used in common;
- (f) Shop front fascia;
- (g) All other internal parts thereof not specifically hereinbefore mentioned (but excluding all parts of the Main Structure therein)

Schedule 1– Part II - Definition of Main Structure

There shall be included in the Main Structure:-

- (a) The foundations of the Block
- (b) The external walls of the Block (excluding any items fixed thereto as mentioned in paragraph (b) of Part I hereof) and any rendering tiling or other fixings and finishes upon the exterior thereof;
- (c) Any joists and floor-slabs and the internal structure of any loadbearing supporting or retaining floor walls beams columns or ceilings of the Block and all other similar structural parts thereof;
- (d) The roofs over the Block;
- (e) The whole of the boundary walls or fences dividing any garden land comprised in any dwellings from the Common Parts;
- (f) All amenity windows and doors and windows and frames on external walls of the Block.

Schedule 2 – Part I - Rights Granted

The right for the Tenant and all persons authorised by the Tenant (in common with all other persons having a similar right):

Access

- (a) To pass with or without vehicles as appropriate over any of the vehicular and pedestrian accessways comprised in the Amenity Area for the purpose of access to and egress from the Property for loading and unloading.

Pedestrian Access

- (b) To pass on foot along halls corridors staircases landings and other footways comprised in the Common Parts

Services

- (c) To use the Service Installations comprised in the Estate for the passage of water sewage gas electricity and other services

Aerials

- (d) To use any amenity aerial system or other amenity transmission media comprised in the Estate

Recreational Areas

- (e) To use any grounds (if applicable) intended for recreational use and comprised in the Amenity Areas for recreation purposes in a quiet and peaceful manner

Other Facilities

- (f) To use any facilities or things provided for the common use of the Tenant and the registered proprietors of the titles to the Leases including the Bin Store allocated from time to time for use by the lessees of the Block by the Management Company or Company and notified to the Tenant

Projections

- (g) To retain in place any parts of the Property which overhang or protrude into the Estate support
- (h) To have the Property supported sheltered and protected by all parts of the Estate and the Block

Entry

- (i) To enter upon the Estate (other than the site of any electricity sub-station) at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing the Property and the Service Installations comprised in the Estate

Cycle Store

- (j) The right to use in common with others entitled to similar rights the Cycle Store for the purposes of leaving cycles only on a first come first served basis

Air Conditioning

- (k) the right to enter upon the external parts of the Block solely for the purpose of maintaining, repairing, cleaning and replacing the Tenant's air conditioning equipment (if any) subject to the Tenant giving no less than 5 working days' notice (except in case of emergency) and complying with the Landlord's reasonable regulations.

Schedule 2– Part II - Rights Reserved

- 1 The rights (which so far as not already created or hereby reserved) of the registered proprietor from time to time of any part or parts of the Estate and the Management Company and all persons authorised by them (in common with all others having a similar right):

Services

- (a) To use the Service Installations comprised in the Property for the passage of water sewage gas electricity and other services;

Projections

- (b) To retain in place any parts of the Block which overhang or protrude into the Property;

Protection

- (c) To have all parts of the Estate and the Block supported sheltered and protected by the Property; and

Entry

- (d) To enter upon the Property upon at least 48 hours' prior written notice (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing all parts of the Block and the Service Installations (comprised in the Property)

2 Future Services

The right for the Company and the Management Company and all persons authorised by them to enter upon the Property upon at least 48 hours' prior written notice (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses, the CHP Equipment and connected service media and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property so far as the same may be required by any statutory authorities or Services Supply Companies in connection with the supply of services usually provided or maintained by them or the CHP making good any damage caused to the satisfaction of the Tenant

Schedule 3 - Covenants by the Tenant

1 Maintenance Charge Proportion, Rent, Interest and Taxes

(a)

- (i) To pay the Maintenance Charge Proportion and the Rent (if demanded) on the days and in the manner herein provided without any deduction (whether by way of set off lien charge or otherwise) whatsoever;
- (ii) That in the event of the Maintenance Charge Proportion the Rent or any other sum payable in accordance with the terms of this Lease (or any part or parts of the same) remaining unpaid 21 working days after the same shall have become due (whether formally demanded or not) the Tenant shall pay interest at the rate of 4 per cent per annum above the Base Rate of National Westminster Bank Plc prevailing from time to time or at the rate of 8% (whichever shall be the higher) upon the amount remaining unpaid from the date upon which it became due to the date of payment of such Maintenance Charge Proportion or other sum being deemed to be rent recoverable by the Management Company as rent in arrear;
- (b) To pay all existing and future council or other taxes rates assessments charges and outgoings whatsoever payable in respect of the Property;
- (c) To pay the Heating Charge to the Management Company in accordance with Schedule 6;
- (d) Heating usage will be charged on a metered basis measured by the meter readings on the meters that are in place in the Property and all other dwellings within the Block and the Tenant shall pay such amount as is indicated by the meter relevant to the Property

2 Repair

To keep the Property including the Service Installations exclusively serving the Property with all erections and improvements which may hereafter be made in a good state of repair and condition

3 Legislation

- (a) To comply with all legislation in respect of the Property and to do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by Landlord tenant or occupiers) nor to do or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Company and the Management Company indemnified against all claims demands and liabilities in respect thereof
- (b) To give full particulars in writing to the Company of any notice direction or order (or proposal for the same to be made) given or issued to the Tenant by any local or public authority within seven days of receipt of the same and if so required by the Company produce the same to the Company and without delay take all necessary steps to comply (except so far as aforesaid) with any such notice direction or order and at the request of the Company make or join with the Company in making any

objection or representation against the same (or any such proposals) as the Company shall deem expedient

4 User

- (a) That no part of the Property shall be used for any purpose other than for a use within use class A1, A2, B1, D1 and D2 as defined in the Town and Country Planning (Use Classes Order) 1987
- (b) Not to use the Property for any illegal or immoral purpose nor to permit any illegal drug or drugs to be brought onto the Property

5 Support

That nothing shall be done which may lessen the protection or support given by the Property to the Block

6 Nuisance

Not to do or omit to be done on the Property or the Estate any act matter or thing:

- (a) Which may be or become a nuisance annoyance or disturbance or inconvenience to the Company the Management Company or the registered proprietors of the titles to any part or parts of the Estate or which may prejudicially affect the Property or the Estate or which may damage the Service Installations and not to play any musical instrument electronic recording television or radio which may be audible outside the Property between 11 pm and 8am
- (b) Whereby any insurance effected by the Management Company in respect of the Property and the Estate may be rendered void or voidable or whereby the rate of premium may be increased

7 Obstruction

Not to obstruct the Common Parts and not to injure or in any way damage the common entrances walls stairways corridors and landings in the Block

8 Disposals

- (a) Not to transfer underlet or otherwise part with possession of part only of the Property
- (b) Within one calendar month of every transfer underletting assignment other form of disposal mortgage or legal charge of this Lease of the Property and also of every Grant of Probate or Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of the title of this Lease being executed or operating or taking effect or purporting to operate or take effect to provide the Company's solicitors or agents and the Management Company's solicitors with a certified copy for the purpose of registration and to pay to the solicitors or agents for the Company a reasonable fee of not less than £50 per notice (together with any Value Added Tax which may be payable in respect thereof)
- (c) That the Tenant shall not transfer the Property unless the Rent and Maintenance Charge Proportion has been paid at least up to the date of such transfer and the Tenant has notified in writing the Management Company of such transfer;

9 Alterations

Not to:

- (a) Make any structural alterations to the Property or replace any of the windows thereof save for glass within doors or windows within the Property and provided that any replacement glass is of a similar quality type and finish;
- (b) Erect on or affix to the Property any satellite dish aerial or any hoarding advertisement or notice (other than the usual board or notice offering the Property for sale); or
- (c) Erect or construct on any part of the Property any building whatsoever

10 Assessments

To pay all sums of any nature assessed or charged at any time upon the Property or the Company the Management Company or the Tenant in respect thereof

11 Expenses

To pay all expenses (including Solicitor's costs and surveyor's fees) incurred by the Company or the Management Company in the recovery of any arrears of Maintenance Charge Proportion or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) notwithstanding that forfeiture is avoided (otherwise than by relief granted by the Court)

12 Inspections

- (a) To permit the Management Company and all persons authorised by it after the giving of reasonable notice and at all reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Management Company may serve notice in writing specifying any repairs necessary and require the Tenant forthwith to execute the same); and
- (b) If the Tenant shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Management Company to enter upon the Property and execute such repairs (and the cost thereof including the Management Company's Surveyor's or Agent's fees shall be a debt due from the Tenant to the Management Company)
- (c) To permit the Management Company or any lessees and all persons authorised by them at all reasonable times to enter upon the Property with all necessary materials and equipment to inspect repair and renew any of the Block or to clean repair or renew any of the Service Installations used in common the persons exercising such right making good any damage caused to the Property to the reasonable satisfaction of the Tenant

13 Indemnity

To indemnify and keep indemnified the Company against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Tenant or his undertenant of any covenants relating to the Property herein contained or on the registers of the title above referred to

14 Refuse

To deposit all domestic refuse only in refuse disposal containers to be kept in the Bin Store

15 Damage

Not to place any excessive weight or strain on the floors of the Property and to repair or pay the cost of repairing any damage which may be caused by a breach of this covenant

16 Animals

- (a) Not to keep any animal on the Property without the prior written consent of the Company or the Management Company not to be unreasonably withheld or delayed
- (b) To comply with such directions as the Company or the Management Company may from time to time issue regarding the keeping of any animal on the Property and to ensure that such animal shall not cause any nuisance or disturbance or foul any Common Parts

17 Windows

To keep the external and internal windows in the Property clean and to ensure that the Property has curtains and/or blinds on all windows

18 Overloading of floors and services

The Tenant shall not:

- (a) overload the floors of the Property or suspend any excessive weight from the main structure and shall not overload the service installations in or serving the Property or the Estate and Block;
- (b) do anything which may subject the Property or the Estate to any strain beyond that which they are designed to bear (with due margin for safety).

19 Regulations

To comply with such Regulations as the Management Company may from time to time introduce with regard to the proper management of the Estate

20 Cycle Store

Not to use the Cycle Store for any purpose other than leaving pedal cycles and not to store any flammable or explosive substance or petroleum in or on the Cycle Store

Schedule 4 - Covenants by the Company

1 Quiet Enjoyment

To allow the Tenant (subject to his complying with the terms of this Lease) to hold and enjoy the Property throughout the said term without any interruption by the Company

2 Enforcement

To enforce (if so required by the Tenant in writing) the covenants in terms similar to the covenants contained in Schedule 3 to this Lease given or to be given in the Leases upon the Tenant indemnifying the Company against all costs and expenses in respect of such enforcement and providing such security or deposit for payment of the said costs and expenses as the Company may require and complying with all reasonable requirements of the Company (including obtaining at the Tenant's expense the Opinion of Counsel nominated by the Company prior to requiring the Company to enforce the said covenants)

3 Maintenance

- (a) To procure that the Management Company shall observe and perform the obligations of the Management Company contained in Schedules 5 and 6 and that if the Management Company ceases to exist or goes into liquidation for any reason (whether compulsory or voluntarily) or fails to observe and perform its covenants under this Lease then the Company shall comply with such obligations and remedy any such failure to observe and perform such obligations and shall indemnify the Tenant in respect of any loss arising from such failure
- (b) Until such time as it grants a Lease on any flat comprised in the Block (in so far as the same is not the responsibility of the Management Company) to maintain repair and renew such flat

4 Uniformity

To impose in the Leases covenants in terms similar to those contained in Schedule 3 to this Lease

Schedule 5 - Covenants by the Management Company in respect of the carrying out of Services

**PART I
(Estate Costs)**

- 1 Keeping the Amenity Areas generally in a neat clean and tidy condition and lit and replacing and reinstating any footpaths and accessways forming part of the Amenity Areas (including any lighting systems installed within the footpaths and accessways) as necessary
- 2 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the Estate (but not the Property) comprised in the Main Structure in good and substantial repair order and condition and (where beyond economic repair) renewing and replacing all worn or damaged parts of the Main Structure
- 3 Inspecting maintaining renting renewing (where beyond economic repair) reinstating replacing and insuring the electronic security system(s) including any entry gates to the Estate by way of contract or otherwise as the Management Company may from time to time consider reasonably necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
- 4 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the Amenity Areas the Bin Stores and the Cycle Stores in good and substantial repair and renewing and replacing (where beyond economic repair) all worn or damaged parts of the Amenity Areas the Bin Stores and the Cycle Stores
- 5 Repairing maintaining inspecting and as necessary reinstating or renewing (where beyond economic repair) the Service Installations co-extensive with the Amenity Areas the Bin Stores and the Cycle Stores
- 6 Inspecting repairing cleaning and renewing (where beyond economic repair) or otherwise treating as necessary and keeping the photovoltaic cells on the roofs of the Blocks forming the Estate in good substantial repair and renewing and replacing all worn and damaged parts of such photovoltaic cells
- 7 Keeping all planted landscaped areas open space areas grassed areas play areas (subject to the same not being the maintenance responsibility of any other party) and any gardens within the Amenity Areas in a proper state of cultivation and in such a condition as to be suitable to the general character of the Estate including maintaining repairing and where necessary reinstating any boundary marker whatsoever on or relating to together with any benches seats garden ornaments sheds structures or the like
- 8 Repairing maintaining replacing and reinstating where necessary any walls and fences on the Estate
- 9 Making and enforcing such regulations (if any) as may be considered necessary and desirable in the interests of good estate management to enable all residents of the Estate to enjoy the Estate or to otherwise comply with the regulations and requirements of the Local Authority
- 10 Providing maintaining insuring and (where beyond economic repair) replacing all equipment (including refuse bins and compactors) to service clean and maintain the Amenity Areas the Bin Stores and Cycle Stores
- 11 Collecting and disposing of refuse from the Amenity Areas and Bin Stores

- 12 All costs attributable to maintaining repairing renewing and keeping in working order the CHP Equipment on the Estate for the supply of power and air cooling systems including (for the avoidance of doubt) any costs or charges connected with any Amenity heating and/or power facility serving the Estate
- 13 Insuring and keeping insured the Amenity Areas Bin Stores and Cycle Stores and other structures at all times against the Insured Risks in their full reinstatement value with the Nominated Insurer Provided Always:-
- 13.1 The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees
- 13.2 If notwithstanding the extent of the risk and value as aforesaid (the Management Company and the Company having properly carried out their respective obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Management Company's insurance policy from time to time
- 13.3 The insurance cover shall extend to the Tenant for the time being of the Property and their mortgagees (if any)
- 13.4 To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Amenity Areas Bin Stores and Cycle Stores (as the case may be)
- 14 All costs associated with the provision of a concierge service for the Estate including uniforms, salary, any insurance and the cost associated with any concierge office including stationery, heating and all other costs as the Management Company may from time to time consider reasonably necessary for the provision of a concierge service.
- 15 Providing and maintaining such security services for the Estate (including electronic surveillance systems) as the Management Company acting reasonably and the interests of good estate management shall deem necessary

PART II
(Block Costs)

- 1 Inspecting maintaining cleaning renting renewing (where beyond economic repair) reinstating replacing (where beyond economic repair) and insuring the fire detection and protection system(s) including all forced ventilation and dry risers the refuse handling system(s) the lightning protection system(s) external cleaning system(s) by way of contract or otherwise as the Management Company may from time to time consider reasonably necessary
- 2 Repairing maintaining inspecting and as necessary (where beyond economic repair) reinstating or renewing the Service Installations serving the Block
- 3 Insuring and keeping insured the Block and other structures at all times against the Insured Risks in their full reinstatement value with the Nominated Insurer Provided Always:-
- 3.1 The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees

- 3.2 If notwithstanding the extent of the risk and value as aforesaid (the Management Company and the Company having properly carried out their respective obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Management Company's insurance policy from time to time
- 3.3 The insurance cover shall extend to the Tenant for the time being of the Property and their mortgagees (if any)
- 3.4 To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Block
- 4 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the refuse storage facilities and every part of such facilities provided for use by the occupiers of the Flats in good and substantial repair and renewing and replacing all worn or damaged parts of such facilities
- 5 Cleaning the internal external glazed surfaces of the Amenity windows as frequently as shall in the reasonable opinion of the Management Company be necessary and cleaning the external glazed surfaces of the windows of all the Flats in the Block
- 6 Maintaining repairing and (where beyond economic repair) renewing signs and notices in or upon the Blocks

PART III (Common Parts Costs)

- 1 Cleaning repairing redecorating treating and lighting the Common Parts to such standard as the Management Company may from time to time acting reasonably and in the interests of good estate management consider adequate including the provision of such facilities for the control or eradication of pests as the Management Company may deem appropriate and replacing all worn or damaged parts as shall in the reasonable opinion of the Management Company be necessary.
- 2 The cost of provision and consumption to the Common Parts of hot and cold water heating and/or electricity.
- 3 Inspecting maintaining cleaning renting renewing (where beyond economic repair) reinstating replacing (where beyond economic repair) and insuring the security door entry system the telecommunication reception system the lifts (including statutory lift insurance) and such other equipment relating to the Common Parts by way of contract or otherwise as the Management Company may from time to time consider reasonably necessary.
- 4 Insuring and keeping insured the Common Parts and other structures at all times against the Insured Risks in their full reinstatement value with the Nominated Insurer Provided Always:-
 - 4.1 The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees
 - 4.2 If notwithstanding the extent of the risk and value as aforesaid (the Management Company and the Company having properly carried out their respective obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule

recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Management Company's insurance policy from time to time

- 4.3 The insurance cover shall extend to the Tenant for the time being of the Property and their mortgagees (if any)
- 4.4 To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Common Parts

Schedule 6 – Part I - Covenants by the Management Company and the Tenant in respect of the Maintenance Charge Proportion

1 Estimate

The Management Company shall as soon as practicable after the 1st day of January in each year prepare estimates of the sums to be spent by it on the matters specified in Part II of this Schedule ("Estimated Management Costs") for such year and shall forthwith thereafter notify the Tenant of such Estimated Management Costs

2 Payment

To pay the Maintenance Charge to the Management Company in the following manner:

2.1 In advance on the first day of January and first day of July in every year throughout the Term (or such other dates as shall be notified in writing to the Tenant by the Management Company) the Maintenance Charge of the Estimated Management Costs for the forthcoming year ("the Yearly Payment")

2.2 The first payment payable on the date of this Lease shall be the amount equal to the Yearly Payment proportion of the Maintenance Charge due up to the start of the next service charge year

3 Account and Adjustment

The Management Company shall in respect of each calendar year keep accounts of the sums spent by it on the matters specified in Part II of this Schedule (the **Actual Management Costs**) in relation to the obligations contained in Schedule 5 and shall as soon as reasonably practicable after the end of each calendar year notify the Tenant of the Actual Management Costs incurred during such year and the amount of the Estimated Management Costs for the current year notified to the Tenant in accordance with paragraph 1 hereof shall be amended (whether by addition or subtraction) to take into account any excess or deficiency in the Actual Management Costs incurred in the preceding year

4 Quarterly Meter Reading

For budgeting purposes, the Management Company shall read the meter for the Property at least once per quarter and inform and bill the Tenant of the amount of Heating Charge incurred which the Tenant shall pay on demand.

5 Disputes

If any dispute difference or question shall arise between the Tenant and the Management Company in relation to the provisions of Parts I and II of this Schedule then such dispute difference or question shall be referred by either party thereto to the determination and award of a Chartered Surveyor acting as an expert to be chosen by the said parties (or in default of an agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors) whose determination and award shall be final and binding on both parties and whose fees and expenses shall be borne by the parties in such proportion as the said Chartered Surveyor shall determine

Schedule 6 – Part II - Expenditure to be recovered by means of the Maintenance Charge

1 Covenants

The sums spent by the Management Company of and incidental to the observance and performance of the covenants on the part of the Management Company contained in the Schedule 5 and Part I of this Schedule

2 Sundry Fees

All fees charges expenses salaries wages and commissions paid to any Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Lease and the Leases including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule

3 Employees

All expenditure incurred in respect of any employees of the Management Company in the provision of uniforms clothing or accommodation and all outgoings incurred in connection therewith or payable in respect thereof and the cost of any such other items in connection therewith as the Management Company shall from time to time determine

4 Insurance

The costs of effecting and maintaining in force the Insurance Policies referred to in paragraph 6 of Schedule 5

5 Rates

All rates (including water rates) charges taxes assessments and any other outgoings payable in respect of the Common Parts and the Amenity Area

6 Tax

Any VAT paid or payable by the Management Company in respect of the provision of the services to the extent that the same is not recoverable by the Management Company

7 Interest

Any interest or other charges incurred by the Management Company borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule

8 Administration

The costs of administering the Management Company including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the printing and sending out of notice circulars reports or accounts the holding of meetings and all fees payable to any statutory body or any other body

9 Reserve Fund

Such sum as the Management Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure including (without prejudice to the generality of the foregoing) the external

decoration of the Property and the Block the renewal and replacement of the CHP Equipment and the resurfacing of the roads and footpaths comprised in the Amenity Area

10 Maintenance

All reasonable and proper costs incurred by the Landlord in complying with the Third Party Rights and all sums paid by the Management Company for the repair and maintenance decoration cleaning lighting and managing of the Estate whether or not the Management Company was liable to incur the same under its covenants herein contained

11 Litigation

The costs incurred by the Management Company in bringing or defending any actions or other proceedings against or by any person whatsoever

Schedule 7 - Agreements and Declarations

1 Restrictions

The rights specified in the Schedule 2 are subject to the persons exercising the same:

- (a) As to the rights of entry:
 - (i) giving reasonable notice;
 - (ii) causing as little damage as possible; and
 - (iii) making good to the reasonable satisfaction of any person thereby affected any damage caused
- (b) As to the rights to use the Common Parts and Amenity Areas paying the Maintenance Charge Proportions to the rights to use the Service Installations paying a fair proportion of the expenses necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations

2 Notices

Section 196 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) shall apply to any notice served hereunder

3 Disputes

If any dispute shall arise between the Tenant and the registered proprietors of the titles to the Leases or the Transfers of any Lease or transfer of any Building comprised in Estate relating to:

- (a) Property Flat Amenity Areas Main Structure Estate Service Installations Block or Common Parts
- (b) and rights granted or reserved; or
- (c) any covenants agreements or declarations

then such dispute shall be referred by any of the parties thereto to the determination and awards of a Solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Law Society) whose determination and award shall be final and binding on the Tenant and the other party or parties to the dispute and whose fees and expenses shall be borne by the Tenant and the other party or parties to the dispute in such proportions as the said Solicitor shall determine

4 Perpetuity

The Perpetuity Period applicable to this Lease is the statutory perpetuity period of 125 years commencing on the date of this deed as defined by the Perpetuities and Accumulations Act 2009

5 Interpretation

Where the context so admits **Company Management Company** and **Tenant** shall include the successors in title of the **Company Management Company** and the **Tenant** respectively and singular shall include the plural and the masculine shall include the feminine and vice versa

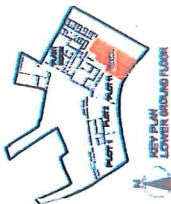
6 Headings

The Headings to each clause of this Lease shall not form part thereof

7 Co-ownership

Where there are two or more persons included in **Tenant** the covenants expressed to be made by the **Tenant** shall be deemed to be made by such persons jointly and severally and as between such persons that they shall hold the Property upon trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital monies arising on a disposition of the Property

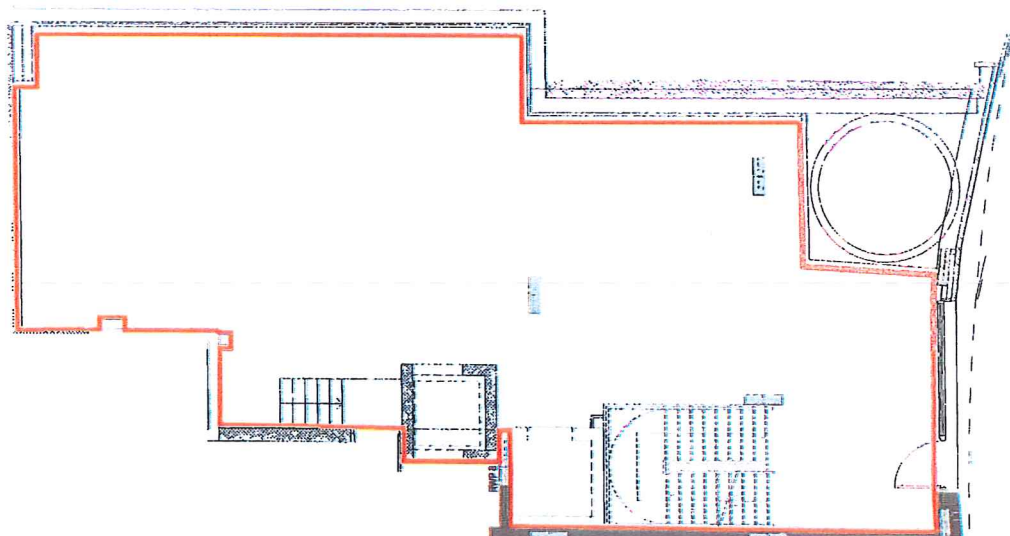
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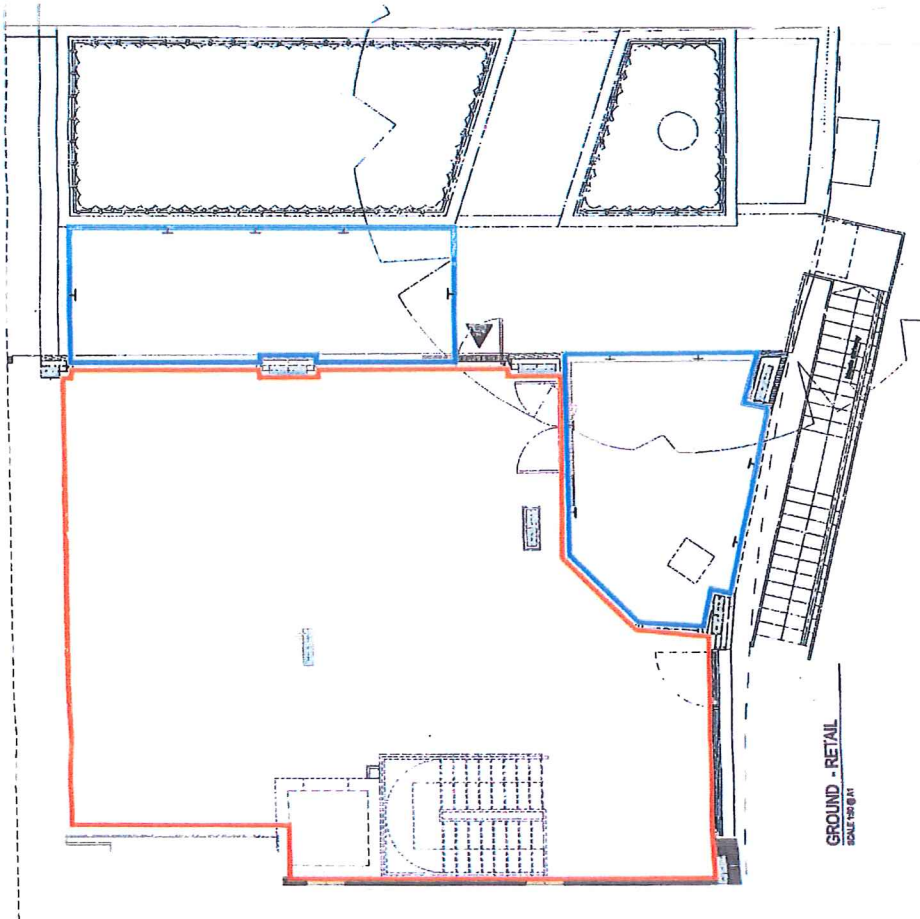
CONVEYANCE LEGEND:

- OWNERSHIP BOUNDARY
- INTERNAL CONVEYANCE BOUNDARY
- CONVEYANCE DIRECTION

Handwritten signature: *[Signature]*



LOWER GROUND - RETAIL



GROUND - RETAIL

[illegible]

NO	DATE	TIME	STATUS	DESCRIPTION
02	11.12.13	14:00	MD	EXTERNAL AREA ADDED
04	18.09.13	14:00	MD	FIRST ISSUE
05	18.09.13	14:00	MD	CHK DESCRIPTION

PLAN 2



Handwritten notes:
 New
 New
 New

PG 10.01.14 MS ROAD LAYOUT ADDED
 P4 10.01.14 MS RETAIL EXTERNAL AREAS ADDED
 P2 10.01.14 MS BALCONIES ADDED
 P1 10.01.14 MS WILLOWAY ADDED
 NEW BY DATE: 10/01/14

CONVEYANCE
 CONTRACTOR

TWYMAN HOUSE
 TAYLOR WIMPEY
 CENTRAL LONDON
 ESTATE PLAN
 SITE / GROUND FLOOR PLAN

DATE: 10/01/14
 DRAWN: J. JONES
 CHECKED: M. JONES
 12287 70 02-P6

The Architects
 100 Woodland Street
 London W1P 0JY
 Tel: 020 7460 1000
 Fax: 020 7460 1001
 www.sprut.com

10/01/14

BONNY STREET

CAMDEN ROAD

Regent Canal

Please refer to drawing
 Floorplan A

CONVEYANCE KEY:

SITE BOUNDARY

STORAGE

SHARED ACCESS AREA, REFUSE AND SHARED
 CORRIDORS TO BE MAINTAINED BY MANAGEMENT

SHARED ACCESS AREA, VEHICLE DRIVEWAYS,
 PEDESTRIAN ACCESS AND HAND LANDSCAPING
 TO BE MAINTAINED BY MANAGEMENT

SOFT LANDSCAPING TO BE MAINTAINED
 BY MANAGEMENT

AREAS TO BE MAINTAINED BY
 MANAGEMENT

PRIVATE EXTERNAL SPACE & BALCONIES

ST STORAGE AREA DESIGNATION

TENURE KEY:

R SOCIAL RENT

S SHARED OWNERSHIP

P PRIVATE

SITE / GROUND FLOOR PLAN

SCALE 1:250 @ A3

11/2/15



Notes

- P6 MS 10.01.14 MS ROAD LAYOUT
- P7 MS 21.10.13 MS SITE LAYOUT
- P8 SA 10.08.13 SA SITE LAYOUT
- P9 MS 20.07.13 MS BOUNDARY LINES
- P4 MS 20.07.13 MS PLANT & RETAIL
- P5 MS 20.07.13 MS PLANT & RETAIL
- P2 MS 10.08.13 MS BOUNDARY LINES
- P1 AJ 10.08.13 MS PRELIMINARY

CONVEYANCE

CONTRACTOR: **TWYMAN HOUSE**

CLIENT: **TAYLOR WIMPEY CENTRAL LONDON**

ESTATE PLAN

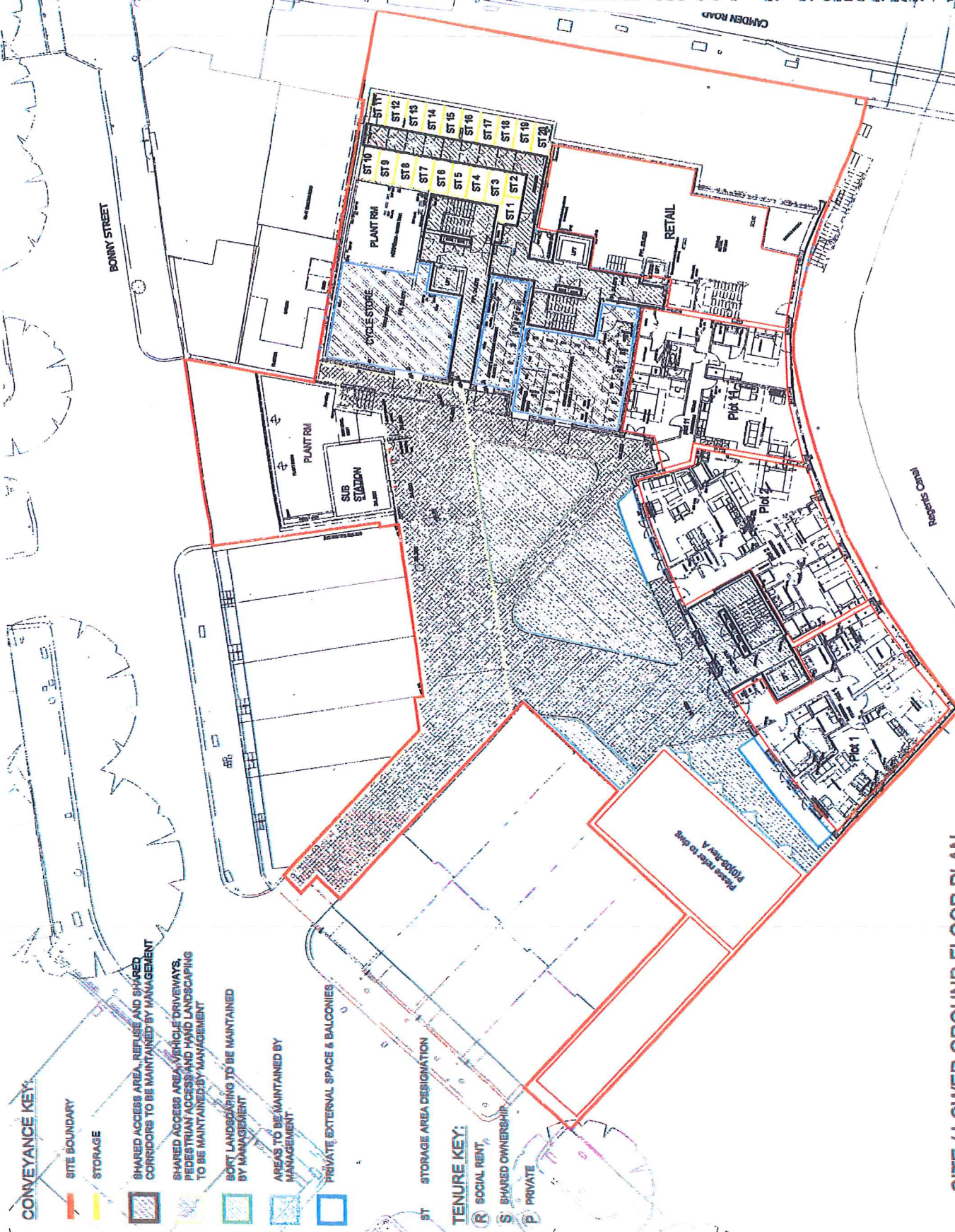
SITE / LOWER GROUND FLOOR PLAN

DATE: 10.01.14

APPROVED BY: **MRZ**

12387_90_01-P8

The Quenchers
100 Vauxhall Square
London SE11 5JF
T +44 (0)20 7287 1100
F +44 (0)20 7287 2001
www.quenchers.co.uk



CONVEYANCE KEY:

- SITE BOUNDARY
- STORAGE
- SHARED ACCESS AREA, REFUSE AND SHARED CORRIDORS TO BE MAINTAINED BY MANAGEMENT
- SHARED ACCESS AREA, VEHICLE DRIVEWAYS, PEDESTRIAN ACCESS AND HARD LANDSCAPING TO BE MAINTAINED BY MANAGEMENT
- SOFT LANDSCAPING TO BE MAINTAINED BY MANAGEMENT
- AREAS TO BE MAINTAINED BY MANAGEMENT
- PRIVATE EXTERNAL SPACE & BALCONIES

ST STORAGE AREA DESIGNATION

TENURE KEY:

- SOCIAL RENT
- SHARED OWNERSHIP
- PRIVATE

SITE / LOWER GROUND FLOOR PLAN

SCALE 1:250 @ A3

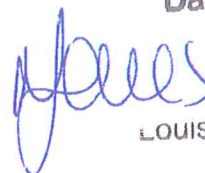
Executed for and on behalf of)
Taylor Wimpey UK Limited)
Acting by its attorney in the presence of:)
)

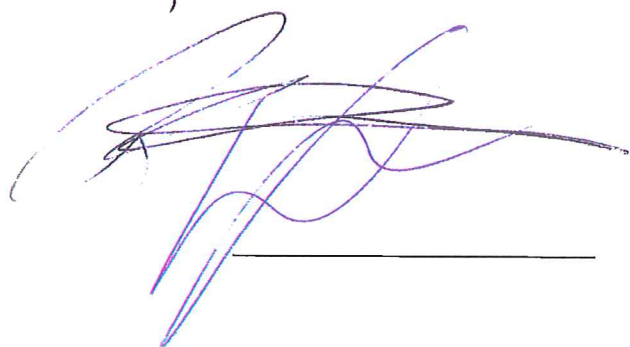
Kelly Ball
Kelly Ball

Chase House
Park Plaza
Heath Hayes
Cannock
WS12 2DD
Secretary
Witness

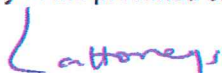

David Crouch

Executed for and on behalf of)
Twyman Regent Limited)
Acting by its director/secretary/authorised)
signatory in the presence of:)


Louise Jones



Executed for and on behalf of)
Taylor Wimpey Developments Limited)
Acting by its ~~director/secretary/authorised~~)
~~signatory~~ in the presence of:)



Kelly Ball
Kelly Ball

Chase House
Park Plaza
Heath Hayes
Cannock
WS12 2DD
Secretary
Witness


David Crouch

Louise Jones