

DATED 7 January 2021

GLA LAND AND PROPERTY LIMITED

and

GREENWICH MILLENNIUM VILLAGE LIMITED

LEASE

of

**Part of the Millennium Village Greenwich,
London SE10**

Blocks 202 and 203



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LAND REGISTRY
Land Registration Act 2002
Lease of Part
PRESCRIBED CLAUSES

LR1. Date of lease	7 January 2022
LR2. Title number(s)	LR2.1 Landlord's title number(s) TGL1612
	LR2.2 Other title numbers None
LR3. Parties to this lease	Landlord GLA LAND AND PROPERTY LIMITED (Co. Regn. No. 07911046) whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN Tenant GREENWICH MILLENNIUM VILLAGE LIMITED (Co. Regn. No. 3648005) whose registered office is at Countryside House, The Drive, Brentwood, Essex CM13 3AT Other parties None
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail
	The land comprising Blocks 202 and 203, forming part of the Millennium Village, Greenwich, London more particularly shown edged red on Plan 1
LR5. Prescribed statements etc	LR5.1 <i>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</i>

	<i>the Land Registration Rules 2003.</i>
	None
	LR5.2 This lease is made under, or by reference to, provisions of:
	None
LR6. Term for which the Property is leased	999 years from and including the date of this lease
LR7. Premium	£1,312,486 (One Million Three Hundred and Twelve Thousand Four Hundred and Eighty Six pounds) plus VAT
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land
	None
	LR9.2 Tenant's covenant to (or offer to) surrender this lease
	None
	LR9.3 Landlord's contractual rights to acquire this lease
	None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	Paragraph 1 of Schedule 1Part 1
LR11. Easements	LR11.1 Easements granted by this lease for the benefit of the Property
	Clause 4
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
	Clause 5
LR12. Estate rentcharge burdening the Property	None

LR13. Application for standard form of restriction	None
LR14. Declaration of trust where there is more than one person comprising the Tenant	None

PARTICULARS

1. **Date** 7 January 2021~~2~~
2. **New or Old Tenancy** The tenancy created by this Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995
3. **Landlord** GLA LAND AND PROPERTY LIMITED
4. **Registered Office** 5 Endeavour Square, London, United Kingdom, E20 1JN
5. **Tenant** GREENWICH MILLENNIUM VILLAGE LIMITED
6. **Registered Office** Countryside House, The Drive, Brentwood, Essex CM13 3AT
7. **Premises** Land comprising Blocks 202 and 203 forming part of the Millennium Village, Greenwich, London more particularly shown edged red on Plan 1
8. **Term** 999 years from and including the date of this Lease
9. **Interest Rate** Four per centum (4%) per annum over the Base Rate

LEASE

HM LAND REGISTRY

LAND REGISTRATION ACT 2002

COUNTY AND DISTRICT/LONDON BOROUGH : London Borough of Greenwich

TITLE NUMBER : TGL1612

DATE

PARTIES

- (1) **GLA LAND AND PROPERTY LIMITED** (Co. Regn. No. 07911046) whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN (the "Landlord");
- (2) **GREENWICH MILLENNIUM VILLAGE LIMITED** (Co. Regn. No. 3648005) whose registered office is at Countryside House, The Drive, Brentwood, Essex EM13 3AT (the "Tenant")

IT IS AGREED AS FOLLOWS

1 DEFINITIONS

In this Lease the following definitions apply:

Agreement for Lease the agreement dated 27 July 2007 in relation to Phases 3, 4 and 5 of the Millennium Village made between the Landlord (1) the Tenant (2) Taylor Wimpey Developments Limited (3) Countryside Properties (UK) Ltd (4) and Taylor Wimpey PLC (as amended);

Base Rate the base rate from time to time of Barclays Bank Plc or if that rate is no longer published then the rate of interest which the Landlord reasonably considers to be most closely comparable to minimum lending rates generally applicable in the UK from time to time;

Common Parts means those areas forming part of the Estate as are designated by the Landlord from time to time as being available for use in common by those resorting to the Estate;

Development has the meaning ascribed to it in the Agreement

for Lease;

<i>Estate</i>	Phases 1, 2, 2c, 3, 4 and 5 of the Millennium Village as shown edged red and blue on Plan 3 together with any additional land, building, structures and Service Media which the Landlord may from time to time reasonably designate as part of the Estate but excluding such areas as the Landlord may from time to time determine no longer form part of the Estate;
<i>First Agreement for Lease</i>	the agreement dated 26 January 1999 in relation to phases 1 and 2 and phase 2C of the Millennium Village made between the Urban Regeneration Agency (1) Greenwich Millennium Village Limited (2) Taywood Homes Limited (3) Countryside Properties PLC (4) and Taylor Woodrow PLC(5) (as amended);
<i>Greenwich Peninsula</i>	land in the London Borough of Greenwich which is known as Greenwich Peninsula and of which the Premises form part;
<i>Group</i>	a group of companies within the meaning of Section 42 of the Landlord and Tenant Act 1954;
<i>Half-Yearly Date</i>	the meaning attributed to it in Schedule 1;
<i>Interest Rate</i>	has the meaning attributed to it in the Particulars;
<i>Initial Development</i>	the initial development of the Premises pursuant to the Agreement for Lease and to this Lease;
<i>Landlord</i>	the person so named in the Particulars and its successors in title and person entitled to the reversion immediately expectant on the termination of this Lease;
<i>Landlord's Adjoining Land</i>	the land shown edged in blue on Plan 2 together with the Southern Park the River Walk and any other land adjoining the Premises and retained by the Landlord;
<i>this Lease</i>	this deed as varied or supplemented by any Supplemental Document;
<i>Management Company</i>	the management company referred to in clause 13 which at the date of this Lease is the Land Restoration Trust (Company Registration Number: 05077263) whose registered office is 7 Birchwood One, Dewhurst Road Birchwood, Warrington, Cheshire, WA3 7GB or such other management company or trust nominated by the

	Landlord from time to time;
<i>Particulars</i>	the descriptions and terms on the page headed "Particulars" which forms part of this Lease;
<i>Plan 1</i>	the plan marked Plan 1 annexed to this Lease;
<i>Plan 2</i>	the plan marked Plan 2 annexed to this Lease;
<i>Plan 3</i>	the plan marked Plan 3 annexed to this Lease;
<i>Practical Completion</i>	has the meaning ascribed to it in the Agreement for Lease;
<i>Premises</i>	the meaning attributed to it in the Particulars;
<i>Protocol</i>	the Landlord's concept for the development of Greenwich Peninsula a copy of which is annexed to this Lease;
<i>Remainder of the Estate</i>	the Estate excluding the Premises;
<i>River Walk</i>	the walk coloured pink on Plan 2 which expression shall include river wall and ancillary landscaped areas;
<i>Service Charge</i>	the meaning attributed to it in Schedule 1;
<i>Service Media</i>	conduits and equipment used for the reception, generation, passage and/or storage of Utilities;
<i>Services</i>	the meaning attributed to it in Schedule 1;
<i>Southern Park</i>	the area of land more particularly shown edged with a dashed orange line on Plan 2
<i>Supplemental Document</i>	any deed, agreement, licence, memorandum or other document which is supplemental to this Lease;
<i>Surveyor</i>	a surveyor (who is a member of the R.I.C.S. or the I.S.V.A.) appointed by the Landlord, the Tenant (as appropriate), who may be an individual, or a firm or company being a member of the R.I.C.S. or I.S.V.A. or a professionally qualified surveyor (being a member of the R.I.C.S. or I.S.V.A.) who is an employee of the Landlord, the Tenant (as appropriate) or a company which is in the same Group as the relevant one of them;
<i>Term</i>	the meaning attributed to it in the Particulars;

<i>Tenant</i>	the person so named in the Particulars and its successor in title being the tenant from time to time under this Lease;
<i>Utilities</i>	electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, telecommunications, satellite and data communications and all other utilities;
<i>VAT</i>	value added tax payable by virtue of the Value Added Tax Act 1994;
<i>Working Day</i>	any day (other than Saturday) on which banks are usually open for business in England and Wales.

2 **INTERPRETATION**

- 2.1 In this Lease:
- 2.1.1 the table of contents and clause headings are for reference only and do not affect its construction;
- 2.1.2 words denoting the singular include the plural and vice versa;
- 2.1.3 words denoting one gender include each and all genders;
- 2.1.4 the words "include" and "including" are deemed to be followed by the words "without limitation";
- 2.1.5 general words introduced by the word "other" do not have a restrictive meaning by reason of being preceded by words indicating a particular class of acts, things or matters; and
- 2.1.6 obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.2 In this Lease, unless otherwise specified:
- 2.2.1 a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including implemented directives 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 implemented directive, 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;
- 2.2.2 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;
- 2.2.3 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; and



- NOTES
- KEY
- PLOT 201 BOUNDARY
 - GLA ADJOINING LAND
 - - - SOUTHERN PARK
 - RIVERSIDE WALK
 - BUILT PHASES

01 GMV - PLOT 202 & 203 BOUNDARY LINE
1:1250 © A1

PLAN 1

P02 30.09.21	ISSUED FOR INFORMATION	ARM NP
P01 10.09.21	ISSUED FOR INFORMATION	ARM NP
REV DATE	DESCRIPTION	DRN CH

jestico + whites
Station Yard 85 Gornell Road London E14 7EN
+44 (0) 20 7390 0362 www.jesticoandwhites.com

architecture - interior design london - prague

CLIENT
GMV LTD
PROJECT
GREENWICH MILLENNIUM VILLAGE

DRAWING TITLE
GMV MASTERPLAN
PLOT 202 & 203 EXISTING SITE

SCALE 1:1000 AT SHEET

STATUS
INFORMATION

DRAWING NO
2950-DR-0102

REV
P02
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- NOTES
- KEY
- PLOT 201 BOUNDARY
 - GLA ADJOINING LAND
 - SOUTHERN PARK
 - RIVERSIDE WALK
 - FUTURE PHASES
 - BUILT PHASES

PLAN 2

01 GMV - PLOT 202 & 203 BOUNDARY LINE
1:1250 @ A1

P01 10.09.21 ISSUED FOR INFORMATION
REV DATE DESCRIPTION DRW CHG

jestico + whites
Sutton Yard 65 Goswell Road London EC1V 7EN
t +44 (0) 20 7380 0382 w jesticowhites.com

architecture - interior design london - prague

CLIENT
GMV LTD
PROJECT
GREENWICH MILLENNIUM VILLAGE

DRAWING TITLE
GMV MASTERPLAN
PLOT 202 & 203 BOUNDARY LINE

SCALE 1:1000 A1 SHEET

STATUS

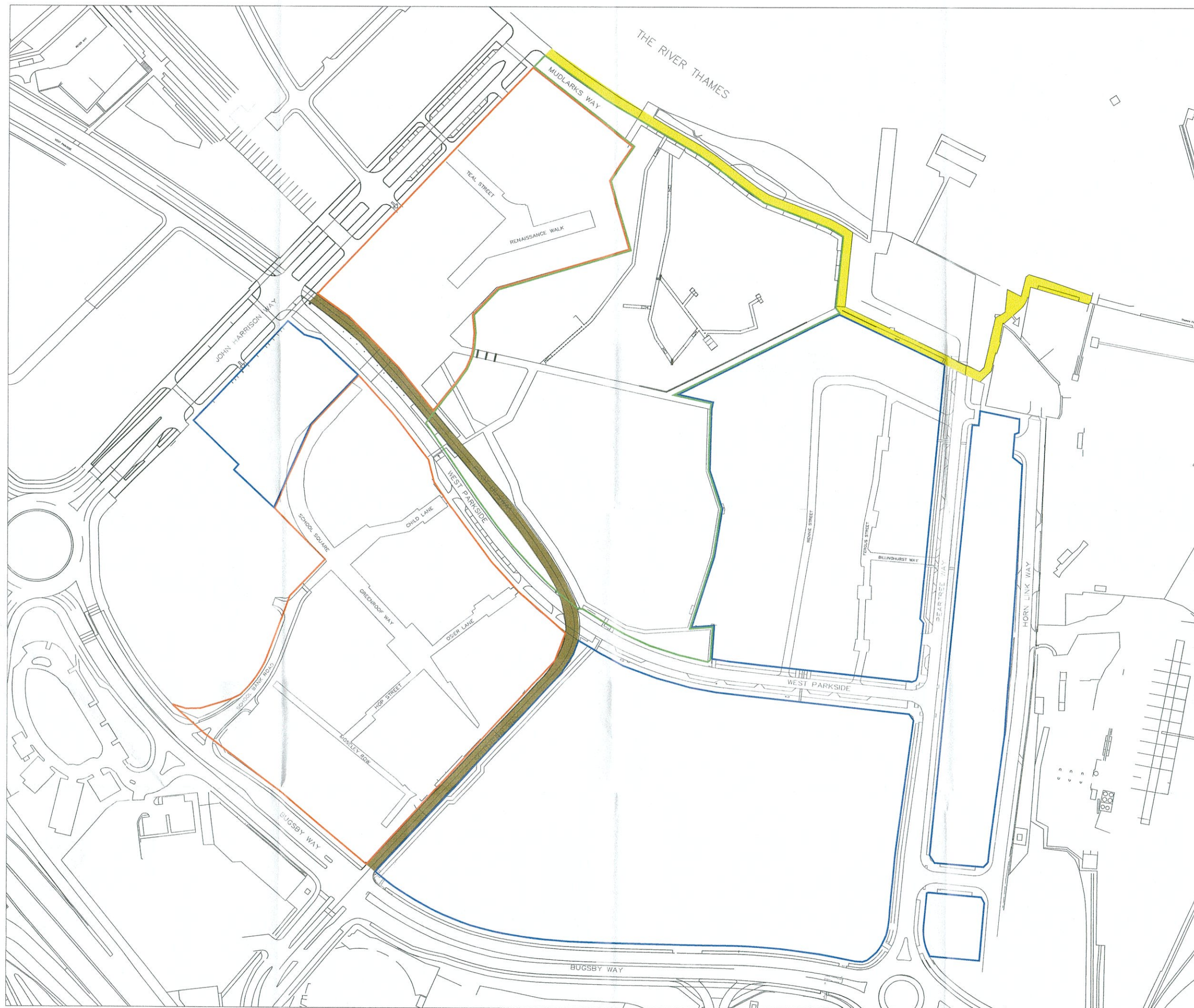
INFORMATION
DRAWING NO
2950-DR-0203
REV
P01

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ajl
ahd

NOTES

- KEY
- INITIAL PHASE BOUNDARY
 - FUTURE PHASES
 - RIVERSIDE WALK
 - SOUTHERN PARK
 - TRANSIT GUIDEWAY



REV	DATE	DESCRIPTION	BY	CHKD
P01	23.01.20	NEW ROADS ADDED		

jestico + whites

Sutton Yard 65 Goswell Road
London EC1V 7EN

+44 (0) 20 7380 0382
jesticowhites.com
architecture + interior design
london + prague

CLIENT
GMV LTD.
PROJECT
GREENWICH MILLENNIUM VILLAGE

DRAWING TITLE
GREENWICH PENINSULA
SOUTHERN SITE DEVELOPMENT
BOUNDARY LINE
LEASE PLAN 3

SCALE
1:1250

STATUS
P01

DRAWING NO
2718-MP-210

REV
P01

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- 2.2.4 a reference to a clause or sub-clause or schedule is a reference to a clause or sub-clause or schedule (as the case may be) of this Lease.
- 2.3 In this Lease:
- 2.3.1 an obligation of the Landlord or the Tenant not to do something includes an obligation not to cause or allow that thing to be done;
- 2.3.2 a reference to any act or to any act or omission of the Landlord or the Tenant includes any act or any act or omission of any other person at or in the immediate vicinity of either the Premises or the Landlord's Adjoining Land with the Tenant's express or implied authority;
- 2.3.3 the rights of either party under any clause are without prejudice to the rights of that party under any other clause or Supplemental Document;
- 2.3.4 the obligations of or restrictions on either party under any clause or Supplemental Document are without prejudice to the obligations of or restrictions on either party, or to the rights of the other party under any other clause or Supplemental Document;
- 2.3.5 a reference to the consent or approval of the Landlord means the prior consent in writing of the Landlord signed by or on behalf of the Landlord;
- 2.3.6 references to any adjoining property of the Landlord include any property adjoining or near the Estate owned, leased or occupied by the Landlord from time to time;
- 2.3.7 references to the end of the Term are to the end of the Term whether before or at the end of the term of years granted by this Lease;
- 2.3.8 references to the RICS and ISVA includes any successor organisation to those organisations;
- 2.3.9 the perpetuity period is eighty years from the date of this Lease; and
- 2.3.10 where a sum is expressed to be payable on demand, it will become payable, unless otherwise specified, 10 Working Days after a written demand has been made.

2.4 **Devolution of the Homes and Communities Agency in Greater London**

The Localism Act 2011 (the "**Localism Act**") devolved the housing and regeneration functions of the Homes and Communities Agency (the "**HCA**") in Greater London to the Greater London Authority (the "**GLA**"). Section 190 of the Localism Act provides for property, rights and liabilities of the HCA to be transferred to the GLA or a subsidiary company of the GLA by transfer scheme. A scheme which transferred property, rights and liabilities of the HCA in Greater London (the "**HCA transfer scheme**") was made on 30 March 2012. The HCA transfer scheme transferred certain property, rights and liabilities to GLA Land and Property Limited, a subsidiary company of the GLA.

3 **GRANT AND TERM**

In consideration of the sum of £1,312,486 (One Million Three Hundred and Twelve Thousand Four Hundred and Eighty Six pounds) plus VAT (payable in accordance with the terms of the Agreement for Lease) to be paid by the Tenant to the Landlord, and of the Tenant's covenants contained herein, the Landlord with limited title guarantee leases the Premises to the Tenant for the Term.

4 **RIGHTS GRANTED**

- 4.1 The following rights are granted by the Landlord to the Tenant and any of its mortgagees and undertenants or anyone respectively authorised by them:
- 4.1.1 the right to use the Southern Park and the River Walk and to enter and exit from the Premises over the roads, cycleways and footpaths within the Estate and which are intended for public use comprising parts of the Common Parts from time to time;
- 4.1.2 the right:-
- 4.1.2.1 to use the Service Media within the Landlord's Adjoining Land forming part of the Common Parts which serve, but do not form part of, the Premises;
- 4.1.2.2 to inspect, connect into repair and replace such Service Media and construct Service Media within the perpetuity period on, over or under such parts of the Common Parts as have not been built upon;
- 4.1.2.3 of entry upon such parts of the Common Parts as have not been built upon for the purpose of repairing, maintaining, renewing, replacing and installing or connecting into the Service Media, subject to the Tenant complying with clause 4.3;
- 4.1.3 the right to enter the Landlord's Adjoining Land in order to carry out any repairs to the Premises but only if those repairs cannot reasonably be carried out without such entry, and subject to the Tenant complying with clause 4.3; and
- 4.1.4 the right of support as existing at the date of this Lease from the Landlord's Adjoining Land;
- 4.1.5 the right during the Term to overhang the balconies and other projections of buildings constructed on the Premises and any replacement for the same constructed during the Term over the Southern Park.
- 4.2 The rights granted by clause 4.1:
- 4.2.1 are granted only to the extent that the Landlord has power to grant them;
- 4.2.2 are not granted to the Tenant exclusively, but are to be used in common with the Landlord, any superior landlord, the Management Company, any other tenants and lawful occupiers of the Estate, and other persons authorised by them;
- 4.2.3 may be interrupted or varied for the purposes of any works of maintenance, repair or alterations to or the replacement of the Southern Park, the River Walk, any land or buildings or Service Media;
- 4.2.4 are to be exercised by the Tenant, and any authorised person in accordance with any reasonable regulations which the Landlord may make for the proper management of the Estate; and
- 4.2.5 will last only until such time as the Southern Park the River Walk or any land or Service Media over or through which they are exercised (or any rights in accordance therewith) is or are adopted or acquired by a third party for the purposes of providing the relevant facility to the general public.

- 4.3 The rights granted by 4.1.2.2, Clause 4.1.2.3 and 4.1.3, are granted subject to the conditions that the Tenant may, except in cases of emergency, only exercise that right:
- 4.3.1 during the usual working hours of the occupier of the relevant adjoining property (unless that occupier and the Tenant agree otherwise); and
- 4.3.2 after having given reasonable prior written notice to the occupier of the relevant other property or, if there is no occupier, then to the Landlord,
- and in any event the rights granted by Clauses 4.1.2 and 4.1.3 are granted subject to the conditions that:
- 4.3.3 the right shall not be exercised in such a way as to interfere with the development of any adjoining property of the Landlord;
- 4.3.4 it is exercised in a manner which causes as little inconvenience as reasonably practicable to the occupier of the other property; and
- 4.3.5 the person exercising that right shall immediately make good any damage caused to that other property;
- and the Tenant shall use all reasonable endeavours to ensure that the person exercising that right complies with the terms of this clause 4.3.
- 4.4 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 clause 4.1 and section 62 of the Law of Property Act 1925 will not apply to this Lease.
- 4.5 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 the Landlord's Adjoining Land.

5 **RIGHTS RESERVED**

- 5.1 The following rights are reserved from this Lease to the Landlord:
- 5.1.1 the right to support as existing at the date of this Lease from the Premises for the Landlord's Adjoining Land;
- 5.1.2 the right on the first development of the Landlord's Adjoining Land to occur after the date of this Lease to build or carry out works on such land, even if such building or works lessen the access of light or air to the Premises; and
- 5.1.3 the right to enter the Premises:
- (a) to exercise any right reserved to the Landlord by this Lease;
 - (b) to view the state and condition of the Premises;
 - (c) to determine whether the Tenant is complying with its obligations in this Lease and to remedy any breach of those obligations;
 - (d) in connection with the provision of the Services, but only to the extent that the Services cannot reasonably be carried out without such entry; and

- (e) (to the extent that any parts of the Premises have not been built upon) to carry out any repairs to the Landlord's Adjoining Land to the extent that those repairs cannot reasonably be carried out without such entry,

is subject in each case also to the conditions that the Landlord or other authorised person may, except in cases of emergency, only exercise that right:

- (i) after having given reasonable prior written notice to the Tenant;
- (ii) and in any event on the conditions that:
 - (1) the right shall not be exercised in such a way as to interfere with the development of the Premises;
 - (2) the exercise of the right shall not take effect over the site of any dwellings (and their curtilages) constructed on the Premises during the term of the Lease;
 - (3) it is exercised in a manner which causes as little inconvenience as reasonably practicable to the Tenant and occupiers of the Premises; and
 - (4) the person exercising that right shall immediately make good any damage caused to the Premises.

5.2 The rights reserved by this Lease are reserved to the Landlord and its tenants, and may be exercised by anyone properly authorised by the Landlord and the Landlord shall use all reasonable endeavours to ensure that the person exercising the rights complies with the terms of this clause 5.

6 **THIRD PARTY RIGHTS OVER THE PREMISES**

6.1 Those matters in the registers of title no. TGL1612 which affect the Premises and are still subsisting and enforceable.

6.2 The Tenant will comply with the matters contained or referred to in the registers referred to in clause 6.1 so far as they are still subsisting and enforceable and relate to the Premises and the rights granted by this Lease.

6.3 The Tenant shall:

6.3.1 not permit any third party to acquire any right over the Premises or to encroach upon the Premises;

6.3.2 give the Landlord immediate written notice of any attempt to do this;

6.3.3 at the cost of the Landlord take any steps which the Landlord may reasonably require to prevent the acquisition of any right over or encroachment on the Premises.

7 **PAYMENTS**

7.1 Obligations to pay Service Charge

Each of the Landlord and the Tenant shall comply with its respective obligations set out in Schedule 1 and to the extent that either party shall default in so doing the other shall be at liberty to carry out the obligations of the other and recover the

due proportion of the costs of doing so which shall be paid within 10 days of written demand.

7.2 No right of Set off

Each party waives any legal or equitable right of set-off, deduction, abatement or counterclaim which it may have in respect of the Service Charge or any other sums due under this Lease and agrees to make all payments of Service Charge and other such sums in full on their due dates.

7.3 To pay by way of yearly rent throughout the Term the sum of £100 on 29 September in each year of the Term.

8 OTHER FINANCIAL MATTERS

8.1 Utilities

The Tenant shall pay all charges, including connection and hire charges, relating to the supply of Utilities to the Premises and will comply with all present or future requirements and recommendations of the suppliers of Utilities to the Premises.

8.2 Rates and Taxes

The Tenant shall pay and indemnify the Landlord against all present and future rates, duties and assessments of any nature charged on or payable in respect of the Premises whether payable by the Landlord, owner, occupier or tenant of the Premises and whether of a capital or income, recurring or non-recurring nature except any income or corporation tax imposed on the Landlord (or any superior landlord) in respect of:

8.2.1 the receipt of rents reserved by this Lease; or

8.2.2 any dealing or disposition by the Landlord with its interest in the Premises.

8.3 Payments relating to the Premises and other property

Where any of the charges payable under clauses 8.1 or 8.2 relate to other property as well as the Premises, the amount to be paid by the Tenant will be a fair and reasonable proportion (as properly determined by the Landlord's Surveyor) of the whole of the amount charged or payable.

8.4 Landlord's costs

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

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

8.4.2 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 that the Tenant is in default;

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

8.4.4 any application for approval or consent of the Landlord (including the preparation of any documents) which is needed by virtue of this Lease (whether or not such approval or consent is given).

8.5 VAT

8.5.1 Where the Tenant is to pay the Landlord for any supply made to the Tenant by the Landlord, the Tenant shall on receipt of a valid VAT invoice also pay any VAT which may be properly payable in connection with that supply.

8.5.2 Where the Tenant is to pay to the Landlord the costs of any supplies made to the Landlord, the Tenant shall also pay the Landlord any VAT payable by the Landlord in connection with that supply, except to the extent that the Landlord is able to obtain a credit for the VAT from HM Revenue and Customs.

8.6 Interest

8.6.1 If the Service Charge is not paid on the due date or if any other sums payable under this Lease are not paid within 10 Working Days of the due date for payment the Tenant (as defined in Schedule 1) shall pay interest to the other at the Interest Rate for the period from and including the due date until payment (both before and after any judgement).

8.6.2 Interest under this Lease will accrue on a daily basis will be compounded, and will be payable immediately on demand.

9 **ALTERATIONS AND REDEVELOPMENT**

Not without the consent in writing of the Landlord any time during the first 30 years of the Term:

9.1 to redevelop the whole or any material part of the Premises in a way which would result in a departure from the mix of uses and occupancies created by the Initial Development; and

9.2 to make any alteration to any part of the Premises which would result in any material change to the external fabric of the Initial Development taken as a whole.

PROVIDED THAT from the date of practical completion of the Initial Development the Landlord will consent to any redevelopment or alteration as aforesaid which is consistent with the Protocol

AND any dispute as to whether any proposed redevelopment or alteration is consistent with the Protocol shall be submitted for the determination of an independent expert in accordance with the following provisions:-

(a) the Landlord and Tenant shall attempt by negotiation to identify a mutually acceptable individual to act as expert and in default of such agreement the dispute shall be referred to such chartered surveyor appointed by agreement between the Landlord and the Tenant or in default of agreement such chartered surveyors at the request of either of the Landlord and the Tenant;

(b) the person so appointed under the provisions of this clause is to act as an expert and not as an arbitrator;

- (c) the expert so appointed must afford the Landlord and the Tenant the opportunity within such a reasonable and proper time as he may stipulate to make representations to him (accompanied by reports or other appropriate evidence in the relevant circumstances) and to take account of those representations and permit each party to make submissions on the representations of the other;
- (d) the expert will provide his decision in writing together with reasons for having reached his decision;
- (e) the fees and expenses of the expert including the cost of his nominations are to borne as the expert may direct (but in the absence of such a direction by the Landlord and the Tenant in equal shares) but (unless they otherwise agree) the parties will bear their own costs with respect to the determination of the issue by the expert;
- (f) one party may pay the costs required to be borne by another party if they remain unpaid for more than 21 days after they become due and then recover these an any incidental expenses incurred from the other party on demand;
- (g) the determination of the independent expert except in case of manifest error is to be binding on the Landlord and the Tenant.

10 **RESTRICTIONS ON USE**

The Tenant shall not:

- 10.1.1 do anything on the Premises which is illegal or immoral;
- 10.1.2 do anything on the Premises which would cause a nuisance or any damage to the Landlord or any of the other occupiers of the Estate;
- 10.1.3 store dangerous or inflammable materials at the Premises, unless they are:
 - (a) of a type usually kept by persons carrying on the same business as the Tenant (or other occupier) or necessary for the operation of any plant or machinery;
 - (b) kept in reasonable quantities; and
 - (c) stored safely and in accordance with any requirements or recommendations of the insurers of the Premises;
- 10.1.4 allow waste to accumulate at the Premises and the Tenant shall store refuse awaiting collection in proper containers which are to be screened so as not to be visible from the exterior of the Premises;
- 10.1.5 allow any material which is deleterious, polluting or dangerous (to person or property) to be used in construction on the Property or to enter any Service Media or any adjoining property;
- 10.1.6 overload or obstruct any Service Media which serve the Premises; nor
- 10.1.7 use any areas within the Premises which are designated for vehicle parking from time to time for any other purpose.

11 **DEALINGS**

11.1 Registration of assignments

11.1.1 Within one month of any assignment of this Lease the Tenant shall:

11.1.1.1 notify the Landlord in writing of that assignment; and

11.1.1.2 give the Landlord a copy of any document effecting or evidencing the assignment, and the copy will be certified by solicitors as a true copy of the original.

11.1.2 Registration of any assignment will not imply that the Landlord has considered or approved the terms of that dealing or devolution.

11.2 Upon any disposition of an interest in the Premises to procure that the disponent enters into covenants with the Tenant, which the Tenant undertakes to enforce in a vigorous and timeous fashion, substantially in the form set out in Schedule 2 (as appropriate in the context of the relevant interest in the Premises).

11.3 Not to assign this Lease before practical completion of the Initial Development and thereafter not to assign this lease without the prior written consent of the Landlord which shall not be unreasonably withheld or delayed provided that no such consent shall be required in the context of an assignment to a body or party established for the purposes of management of the Estate or the Premises.

12 **LEGISLATION**

The Tenant shall:

12.1 comply with all legislation 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;

12.2 carry out any works to the Premises which are required by legislation;

12.3 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.

13 **MANAGEMENT COMPANY**

13.1 At any time during the Term the Landlord may, on service of notice on the Tenant, nominate a trust or management company to manage (inter alia) the Southern Park and the River Walk and to undertake the provision of the Services referred to in Schedule 1 and to collect the Service Charge from the Tenant.

13.2 Following receipt of notice as aforesaid, and if so required by the Landlord, the Tenant will enter into a deed of covenant with the Management Company whereby the Management Company shall covenant to provide the Services in accordance with the Landlord's obligations in this Lease and the Tenant will covenant to pay to the Management Company until either the Lease is next lawfully assigned or (if earlier) the date provided for in clause 4.2.5 the Service Charge and any VAT thereon in accordance with the Tenant's obligations under this Lease in substitution for its obligations hereunder to make such payments to the Landlord.

13.3 Upon the Management Company entering into a deed of covenant with the Tenant as aforesaid, the Landlord shall be immediately released from any continuing liability to provide the Services.

13.4 Upon the Tenant entering into a deed of covenant with the Management Company as aforesaid and any arrears of Service Charge due from the Tenant at that date being paid, the Tenant shall immediately be released from any continuing liability to pay to the Landlord the Service Charge and any VAT or interest thereon.

14 **LANDLORD'S COVENANTS**

14.1 Quiet Enjoyment

The Landlord agrees with the Tenant that, for so long as the Tenant complies with the terms of this Lease, the Tenant may 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.

15 **NOTICES IN CONNECTION WITH THIS LEASE**

15.1 Where a notice is to be given in connection with this Lease, it must be given in writing and signed by or on behalf of the party giving it, unless it is stated that it need not be given in writing.

15.2 Any notice to be given in connection with this Lease will be validly served if sent by first class post, or registered post or recorded delivery and addressed to or personally delivered to:

15.2.1 the Landlord at its registered office (marked for the attention of Housing and Land Directorate - Strategic Projects and Property or such other person as the Landlord shall notify the Tenant) with copy to:

GLA Land and Property c/o Greater London Authority, Housing and Land Directorate – Strategic Projects and Property, 169 Union Street, London SE1 0LL

or at such other address or addresses which the Landlord has notified to the Tenant in writing; and

15.2.2 the Tenant at the Premises or its registered office (marked for the attention of the Property Director) or at such other address or addresses which the Tenant has notified to the Landlord in writing.

16 **MISCELLANEOUS**

16.1 Landlord's rights to remedy default by the Tenant

16.1.1 If the Tenant materially fails to comply with any of its material obligations in this Lease, the Landlord may give the Tenant written notice of that failure, and the Tenant shall:

16.1.1.1 immediately in the case of an emergency; and

16.1.1.2 otherwise as soon as practicable, but in any event within one month of such notice,

begin and then, within a reasonable time, complete remedying that failure.

16.1.2 If the Tenant does not comply with clause 16.1.1, the Landlord may enter the Premises and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this Lease.

16.1.3 Any costs properly incurred by the Landlord by reason of clause 16.1.2 will be a debt due from the Tenant to the Landlord and payable on demand.

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

**Schedule 1
Service Charge**

**Part 1
General Provisions**

DEFINITIONS

In this Schedule 1 the following definitions apply

<i>Phase</i>	means any phase or sub-phase of the Estate;
<i>GMV Drawdown Document</i>	means: (i) a lease; or (ii) a freehold transfer, of a Phase.
<i>Half-Yearly Dates</i>	1 April and 1 October in each year or such other dates which the Landlord chooses from time to time
<i>Maintain</i>	unless hereinafter specifically limited in relation to any thing or things referred to in this Schedule, references to "maintain" means maintain, inspect, repair, renew, rebuild, reinstate and replace (but only to upgrade where this is reasonably required in the performance of the obligations herein) and the expression "maintenance" shall be construed accordingly;
<i>Services</i>	the items set out in Schedule 1, Part 2 (<i>Services</i>) of this Schedule;
<i>Service Charge</i>	such sum as shall be produced by the formula: $\frac{X \times Z}{Y}$ where X = 241 and thereafter the number of Units on the Premises as may be adjusted from time to time pursuant to paragraph 2 (<i>Adjustment of X and Y in the definition of Service Charge</i>) where Y = 2,841 as may be adjusted from time to time pursuant to paragraph 2 (<i>Adjustment of X and Y in the definition of Service Charge</i>) Z = subject to paragraph 5 of this Schedule £150,000 or such other lower sum as is provided

for by Clause 49 of the Agreement for Lease;

Service Charge Year the year from and including 1 April in each year or such other date which the Landlord chooses from time to time;

Unit any unit comprising residential or commercial accommodation.

1 **LANDLORD'S OBLIGATIONS**

1.1 Subject to paragraph 1.2 the Landlord will provide and/or procure the provision of the Services in accordance with the principles of good estate management.

1.2 The Landlord will have no liability for any failure or interruption of any Service provided it shall have used all reasonable endeavours to prevent or minimise any failure or interruption:

1.2.1 during the proper inspection, maintenance, repair or replacement of any relevant Service Media or equipment; or

1.2.2 resulting from a shortage of labour; or

1.2.3 resulting from a breakdown of any equipment used in connection with the provision of the Services; or

1.2.4 or for any other reason beyond the reasonable control of the Landlord.

1.3 In the circumstances mentioned in paragraph 1.2.2, 1.2.3 and 1.2.4 above the Landlord shall restore and/or procure the restoration of the relevant Service as soon as is reasonably practicable.

2 **ADJUSTMENT OF X AND Y IN THE DEFINITION OF SERVICE CHARGE**

2.1 If a planning permission or approval of reserved matters is granted which results in a change in the number of Units constructed or to be constructed on the Premises and/or on the Remainder of the Estate, the Landlord and the Tenant acknowledge that the figure for "X" and /or "Y" in the definition of "Service Charge" will change in accordance with paragraph 2.2 on the earlier of:

2.1.1 the date of completion of a GMV Drawdown Document; and

2.1.2 the date of implementation of that planning permission or approval of reserved matters,

(the "**Recalibration Event**") and a Recalibration Event can occur more than once during the Term.

2.2 On each occurrence of an Recalibration Event,

2.2.1 the figure for "X" shall be adjusted to reflect the total number of Units constructed or to be constructed on the Premises pursuant to the planning permission or approval of reserved matters (referred to in paragraph 2.1); and / or

2.2.2 the figure for "Y" shall be adjusted to reflect the total number of Units to be constructed within the Estate, pursuant to the planning permission or approval of reserved matters (referred to in paragraph 2.1), together with the total number of

units which have been constructed pursuant to any previous planning permission or approval of reserved matters and /or are assumed will be constructed following an earlier Recalibration Event.

3 **ADJUSTMENT OF X AND Y DURING THE SERVICE CHARGE YEAR**

In any Service Charge Year where the figure for "X" and / or "Y" changes or has changed the Service Charge for that Service Charge Year shall be determined by applying the following formula:

$$((A / 365) \times B)) + ((C / 365) \times D))$$

Where

A = the figure produced by the formula in the definition of Service Charge immediately before the figure for X and / or Y changes

B = the number of days between and including the start of the Service Charge Year and the day immediately prior to the date on which the figure for X and / or Y changes

C = the figure produced by the formula in the definition of Service Charge after the figure for X and / or Y changes or has changed

D = the number of days between and including the date on which the figure for X and / or Y changes or has changed and the day immediately prior to the date on which the next Service Charge Year commences.

4 **TENANT'S OBLIGATIONS**

4.1 The Tenant shall pay to the Landlord:

4.1.1 for each Unit from the date of this Lease the Service Charge and any VAT payable on it in two equal instalments in advance on the Half-Yearly Dates; and

4.1.2 interest in accordance with clause 8.6.

5 **MISCELLANEOUS**

From and including Practical Completion of the final phase of the Development, the Service Charge (when aggregated with the service charge payable under all the leases granted pursuant to the First Agreement for Lease and the Agreement for Lease) shall no longer be subject to a maximum sum of £150,000 per annum and the figure for "Z" in the definition of "Service Charge" shall be adjusted to the total annual costs reasonably and properly incurred by the Landlord and/or the Management Company in maintaining the Southern Park and the River Walk and providing the Services for the previous Service Charge Year from time to time.

6 **SERVICE CHARGE RECONCILIATION**

Where the Service Charge is adjusted in accordance with paragraph 3 or pursuant to paragraph 5 (*Miscellaneous*) and:

6.1 the Service Charge paid by the Tenant is less than the Service Charge due for the relevant Service Charge Year, the Tenant shall pay the difference to the Landlord on the next Half-Yearly Date; and

- 6.2 the Service Charge paid by the Tenant is more than the Service Charge due for that Service Charge Year, the Landlord shall credit the difference against the Tenant's next instalment of Service Charge and where the difference exceeds the next instalment the balance of the difference shall be credited to the following instalment.

Part 2 Services

SOUTHERN PARK

- 1.1 Maintenance and re-stocking of garden and grassed areas in the Southern Park.
- 1.2 Lighting in the Southern Park.
- 1.3 Operation, maintenance, repair and replacement of security systems and security arrangements for the safety of users of the Southern Park, including the engagement of security officers and services.
- 1.4 Collection and disposal of litter in the Southern Park.
- 1.5 Compliance with all statutes, bylaws, regulations and the requirements of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Southern Park.

2 RIVER WALK

- 2.1 Maintenance, repair, inspection, renewal and replacement of the River Walk.
- 2.2 Provision, maintenance, repair, renewal and replacement of signs and street furniture for the River Walk.
- 2.3 Lighting of the River Walk.
- 2.4 Operation, maintenance, repair and replacement of security systems and security arrangements for the safety of users of the River Walk, including the engagement of security officers and services.
- 2.5 Collection and disposal of litter from the River Walk
- 2.6 Compliance with all statutes, bylaws, regulations and the requirements of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the River Walk.

3 HEADS OF CHARGE

- 3.1 The cost of employing a managing agent to procure and manage the provision of the items set out in paragraphs 0 and 2 above and the collection of service charge (or where any of those tasks are carried out by the Landlord and / or Management Company, a reasonable charge of the Landlord and / or Management Company for that task).
- 3.2 Insurance by the Landlord and / or Management Company (and/or relevant third party controlling the infrastructure) of infrastructure and against public liability risks in respect of the Southern Park and the River Walk, together with any other insurances the Landlord and /or Management Company may reasonably and

properly effect or considers desirable in respect of or incidental to the Southern Park or the River Walk.

- 3.3 Employment of appropriate staff for the purpose of carrying out the Services, including (without limitation) national insurance and pension contributions, provision of uniforms.
- 3.4 Management premises and outgoings and operating costs in respect of such management premises.
- 3.5 The cost of running and administering the Management Company, including but not limited to costs relating to accountants and auditors fees, legal advisers fees, company secretarial services, management fees, accommodation and consumables.
- 3.6 Irrecoverable VAT.
- 3.7 The cost of maintenance and cleaning of street furniture including but not limited to seating, lighting, litter receptacles, shelter, signs and notices and grit bins and of complying with any Health and Safety statutes or statutory instruments including any statute or statutory instrument amending, consolidating or replacing them from time to time in force.
- 3.8 The cost of purchasing and maintaining in accordance with flood alarms, life belts, ladders, handrails and other Health and Safety equipment.
- 3.9 The cost of pest control.
- 3.10 The cost of maintaining records and registers for environmental, insurance, management and archive purposes.
- 3.11 The cost of professional advice generally including surveying and legal fees and associated costs.
- 3.12 The reasonable cost of such other services as the Landlord may from time to time determine necessary.

4 SINKING FUNDS AND RESERVES

- 4.1 With a view to securing so far as may reasonably and properly be practicable that the service charge shall be progressive and cumulative rather than irregular and that tenants for the time being shall bear a proper part of accumulating liabilities which accrue in the future, the Landlord and/or Management Company is entitled to include, as an item of service charge for any service charge period, an amount which the Landlord and / or Management Company (and /or controller from time to time of the said Southern Park and River Walk) reasonably and properly determines is appropriate to build up and maintain a sinking fund and a reserve fund in accordance with the principles of good estate management.
- 4.2 Any sinking fund is to be established and maintained on normal commercial principles.
- 4.3 Any reserve fund is to be established and maintained to cover prospective and contingent costs of carrying out repairs, decoration, maintenance and renewals and of complying with statutes, bylaws, regulations of all competent authorities and of the insurers in relation to the use, occupation and enjoyment of the Southern Park and the River Walk.

Schedule 2
Disponee's covenants - to be contained in any assignment or sub-lease

For the purposes of this schedule:-

"*Disponed*" shall mean any person or persons to whom the Tenant disposes of an interest in the Premises for a term of 10- years or more;

"*Company*" shall mean any management company appointed by the Tenant for the purposes of management of the Premises or any part of it;

"*Owner*" shall mean the Tenant in its position as assignor or landlord in relation to the Disponee;

"*Perpetuity Period*" shall mean the period of eighty years from the date of any disposition by the Tenant to a Disponee;

"*Property*" shall mean such part of the Premises in which the interest is disposed of to the Disponee.

Part 1
Positive Covenants

1 BOUNDARY WALLS/FENCES

To keep in good repair the walls/fences on the sides of the Property marked "T" within the boundary of the Property.

2 LANDSCAPE MAINTENANCE

To maintain any trees, hedges or shrubs planted by the Company or the Owner under the terms of any landscaping or similar scheme approved by any Local Authority and to replace any such trees hedges or shrubs which need to be replaced and in the event of the Disponee not complying with this covenant then to permit the Company or the Owner to enter upon the Property to execute such works and the cost thereof shall be a debts due from the Disponee to the Company and/or the Owner and be forthwith recoverable by action.

3 CONDUIT COSTS

To bear and pay such proportionate part as may be determined by any local or statutory authorities or by the Owner of the cost of repairing maintaining replacing renewing inspecting and cleansing the Service Media used by the Disponee in common with the Owner and any other persons who are now or may hereafter be entitled to connect with or use the same or any of them.

4 PRIVATE ACCESSWAYS AND FOOTPATHS COSTS

To bear and pay such proportionate part as may be determined by the Owner and according to user of the costs of repairing replacing renewing inspecting and cleansing the areas used by the Disponee in common with the Owner and any other persons who are now or may hereafter be entitled to use the same.

5 **LATE PAYMENT COSTS**

If any sums due to be paid by the Disponee to the Owner or the Company under the terms of this transfer/underlease shall remain unpaid for twenty one days after becoming payable (whether formally demanded or not) the Disponee shall pay to the Owner or the Company (as the case may be) interest upon such sum as shall remain unpaid at the rate of four per cent (4%) per annum above the base rate (or its equivalent) from time to time of Barclays Bank PLC (but if such Bank shall cease to exist or shall not have a base rate a reasonable comparable rate) calculated on a day to day basis from the date of the same becoming due to the date of payment but without prejudice to the operation of any other right of action of the Owner or the Company (as the case may be) in respect of non-payment of such sums.

6 **INDEMNITY**

The Disponee shall pay to the Owner and the Company (as appropriate) on a full indemnity basis all costs and expenses incurred by the Owner or the Company (as appropriate) or the relevant party's solicitors in enforcing payment by the Disponee of sums due to be paid by the Disponee under the terms of this transfer/underlease.

7 **GARDENS**

To keep the front and rear garden of the Property in a neat and tidy condition.

8 **PARTY WALLS**

To forthwith support point and render weatherproof to reasonable standard any party walls if at any time the said party walls shall become exposed to exterior walls.

**Part 2
Restrictive Covenants**

1 **ENCLOSURE**

Not without the prior written consent of the Company and the Owner to erect or plant any fence wall gate hedge tree or other form of enclosure upon any boundary or to modify any fence or wall which adjoins or is visible from either an area of public open space or a highway maintainable at the public expense.

2 **NEW BUILDING**

Not to construct or place within the Perpetuity Period any additional buildings or temporary or other permanent erection on the Property or make any external alteration in or addition to the dwellinghouse and garage (if any) erected thereon or the walls fences or the front garden thereof without the previous written approval of the Company and the Owner to a detailed drawing thereof PROVIDED THAT on any such application for approval as aforesaid the Disponee shall pay to the Company and the Owner such reasonable fee for the consideration of such application as the Company and the Owner shall from time to time prescribe whether the approval of the Company and the Owner to such application be given or not.

3 **USER**

3.1 Not without the previous written approval of the Owner and the Company to use the Property or suffer the same to be used for any purpose other than:

- (a) in respect of the ground floor of Block 202 of the Property:
 - (i) as a nursery and café; or
 - (ii) from and including 7 January 2032 any other use class;
- (b) in respect of the ground floor of Block 203 of the Property:
 - (i) as a community centre within Class F.1/F.2 of the relevant Schedule of the Town and Country Planning (Use Classes) Order 1987 as amended by the Town and Country Planning (Use Classes) (Amendment)(England) Regulations 2020; or
 - (ii) from and including 7 January 2032 any other use class; and
- (c) in respect of the remainder of the Property, as private dwellinghouses each in a single family occupation with associated garage/car parking; and

in each case only to the extent authorised under a relevant planning permission and in any event not to:

- (d) place or suffer to be placed on any part of the Property any showboard, placard or nameplate except where required as part of a business being operated from the Property where the necessary consents have been obtained to do so (save that any sign displaying the names 'Mayor of London' or 'Greater London Authority' shall only be used with the prior written consent of GLA Land and Property Limited);
- (e) do anything on the Property which is illegal or immoral;
- (f) store dangerous or inflammable materials at the Property, unless they are:
 - (i) of a type usually kept by persons carrying on the permitted use under each retail unit and in accordance with planning permission (as applicable) or necessary for the operation of any plant or machinery;
 - (ii) kept in reasonable quantities;
 - (iii) stored safely and in accordance with any requirements or recommendations of the insurers of the Property;
- (g) allow waste to accumulate at the Property and to store any refuse awaiting collection in proper containers which are to be screened so as not to be visible from the exterior of the Property;
- (h) allow any material which is deleterious, polluting or dangerous (to person or property) to enter any Service Media or adjoining property;
- (i) overload or obstruct any Service Media which serve the Property; or

- (j) use any areas within the Property which are designated for vehicle parking from time to time for any other purpose.

4 **NUISANCE**

Not to do any act or thing in or about the Property which shall or may be or grow to the annoyance nuisance damage or disturbance of the Owner the Company or the owner or occupier of any part of the remainder of the Estate.

5 **REFUSE COLLECTION**

Not to place or keep dustbins or refuse bags or the like in front of the dwellinghouse erected on the Property except on such days as are recognised as refuse collection days and to take such steps as may from time to time be required by the relevant Authorities to facilitate collection of rubbish from the Property by the said Authorities on the said recognised refuse collection days.

6 **NOTICES**

Not without the previous written consent of the Company and the Owner to erect or display any notice offering the Property for sale or letting within a period of two years from the date hereof.

7 **DEMOLITION**

Not at any time hereafter to permit or authorise the demolition of the dwellinghouse or garages (if any) erected on the Property so as to leave the party walls dividing any buildings erected on the Property from any buildings erected on the remainder of the Estate exposed as exterior walls without the prior consent of the Company and the Owner.

8 **PARKING RESTRICTIONS**

Not to leave or park or permit to be left or parked (in whole or in part) any caravan boat motor car motor cycle bicycle or other vehicle or party constructed vehicle on any part of the Property except for private motor car(s) on the designated parking space or spaces (if any) driveway or within the garage on the Property.

9 **EXTERNAL PAINT WORK**

Not to alter the colour of the external (white) paintwork for a period of twelve years from the date hereof.

10 **AERIALS**

Not to erect or place television aerials on the roof or exterior of the dwellinghouse or garage erected on the Property not to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any part of the Property so as to be visible from the remainder of the Estate and/or which might cause interference with the reasonable enjoyment of the remainder of the Estate.

11 **VISITOR PARKING**

Not personally to park or authorise the parking of any motor or other vehicles on any parking space within the Estate designated for visitors.

EXECUTION PAGE

Executed as a deed by)
GLA LAND AND PROPERTY LIMITED)
acting by a Director in the presence of:)

Director

Name of witness:

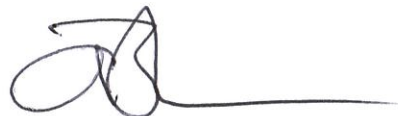
Signature of witness:

Address:

Occupation:

The Common Seal of)
GREENWICH MILLENIUM VILLAGE)
LIMITED was affixed to this Deed)
in the presence of:)

Director



Director/Secretary

NAME OF WITNESS Lea Sheeky

SIGNATURE OF WITNESS 

ADDRESS: Countryside House, The Drive, Brentwood, CM13 3AT

OCCUPATION: PA

Millennium Village Lease Protocol

English Partnerships' vision for Greenwich Peninsula is to establish a new urban quarter that builds on the achievements of the past with innovative solutions, rejecting the recent trend towards single function neighbourhoods.

The new community will be a tangible, living example of sustainable development – providing a new, environmentally friendly way of 21st century living. This new community will consist of a mixed-use, residential and urban quarter linked by a continuous public space and green park system with local pedestrian, cycle, road and public transport access to the site. The masterplan aims to establish a sense of community through the balanced design of buildings and public spaces, the integration of public transport and pedestrian movement and the creation of a varied urban texture that accommodates different uses and activities over a long period of time.

English Partnerships is responsible for reclaiming and servicing the entire Peninsula site, which includes the platform for the Millennium Experience. It also intends, together with the New Millennium Experience Company, to seek a long term financially viable and sustainable use for the Millennium Dome.

The existing outline planning permission for the Peninsula provides for the development of:

- 3,000 residential units
- 16,250 sq.m of retail space
- 65,000 sq.m of mixed use commercial development (including offices)
- 20,000 sq.m of commercial leisure uses
- 22,500 sq.m of employment uses
- 3,250 sq.m of education and community uses
- 14,500 sq.m of ancillary local services

Within this context the Millennium Village is to be of the highest design and environmental quality, combining energy efficient solutions with an integrated transport system to achieve a genuinely sustainable development. All future alterations and redevelopment proposals must respect this concept and, in particular, the following design aspirations:

- create an urban neighbourhood that engenders a sense of community
- establish strong linkages to existing communities in the surrounding areas
- create a strong 'social' focus that responds to the relative isolation of the site
- promote the intensity of street-life with variety of uses at ground level
- explore the social and environmental benefits of increased density
- create a balanced environment between open spaces and built up areas
- encourage the use of public transport and limit the use of the private car
- foster the imaginative use of new materials and construction techniques
- create adaptable and flexible buildings that can respond easily to changes in lifestyles
- minimise environmental impact and maximise ecological benefit