

DATED

199

FAIRCLOUGH HOMES LIMITED

and

RAINBOW QUAY RESIDENTS COMPANY LIMITED

and

COUNTERPART LEASE OF PART

Re: Flat Rainbow Quay
Rope Street Greenland Dock London SE16
(postally known as)

LAYTONS
76 Bridge Road
Hampton Court
Surrey KT8 9HF

Telephone 0181 941 0622

Fax 0181 783 0967

"Lessee"	Includes successors in title in respect of the term hereby granted
"Lessor"	Includes the estate owner or estate owners for the time being of the reversion to the Premises expectant on the determination of the term hereby granted
"Main Structures"	The main structures as defined in the Second Schedule hereto
"Manager's Financial Year"	The period from the 1st day of January in each year to the 31st day of December of the same year or such other annual period as the Manager may in its absolute discretion from time to time determine as being that period in respect of which the accounts of the Manager shall be made up
"Manager's Land"	The area of land within the Estate shown hatched on the Plan No 2
"Parking Space"	the parking space(s) shown edged blue on the Plan No 1
"Plan No 1"	The plan bound up within and marked "Conveyance Plan - Basement"
"Plan No 2"	The plan bound up within and marked "Conveyance Plan - Ground Floor"
[All Flats OTHER THAN 1-32] "Plan No 3"	The plan bound up within showing the flat edged red
"Refuse Areas"	The areas set aside for the storage of refuse and shown marked "R" on Plan 2
"Service Charge"	The total of the expenses incurred in accordance with or as otherwise referred to in Clause 11 hereof
"Service Charge Proportion"	The percentage of the Service Charge applicable to the Premises as referred to in the Sixth Schedule hereto but subject to the rights reserved by the Lessor and the Manager in Clause 11.4 hereof
"Service Charge Payment Dates"	The 1st January and the 1st July in each year or such other date or dates as the Manager shall decide
"Services"	Electricity water soil surface water telephone television and telecommunications as the context shall require
"Transmission Media"	The drains sewers pumping station watercourses gutters downpipes water mains or pipes the electric telephone and telecommunication cables wires circuits and conduits and the other cables wires mains or pipes situated or laid or to be situated or laid in through over or under any part or parts of the Estate as the context shall require

1.2. The singular shall include the plural and the masculine shall include the feminine and vice versa and where there are two or more persons designated by the expression "the Lessee" all covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally

2. **DEMISE**

In consideration of the payment of the Premium now paid by the Lessee to the Lessor (the receipt of which the Lessor hereby acknowledges) and of the rent hereby reserved and of the Lessor's covenants hereinafter set forth THE LESSOR HEREBY DEMISES unto the Lessee with full title guarantee ALL THOSE the Premises together with the non-exclusive benefit of the rights set out in the First Schedule of the transfer of the Estate to the Lessor by London Docklands Development Corporation and together also with the rights set forth in Part 2 of the Third Schedule hereto TO HOLD unto the Lessee for the term of one hundred and twenty five years from the 1st day of January One thousand nine hundred and ninety seven YIELDING AND PAYING in respect of the Premises during the said term the annual rent hereinafter mentioned and EXCEPTING AND RESERVING the matters excepted and reserved to the Lessor and the Manager and as set out in Part 3 of the Third Schedule

3. **EASEMENTS**

The Lessee shall not be entitled to any easements whatsoever over or in respect of the Estate by virtue of the demise to the Lessee of the Premises except such as are expressly mentioned in the Third Schedule hereto

4. **VARIATION**

The Lessor shall have power:-

- 4.1. to vary the layout of the features of the grounds of the Estate from time to time not sold or demised by the Lessor
- 4.2. in writing to licence minor variations of the stipulations and restrictions affecting any lot on the Estate

5. **DEVELOPMENT**

Nothing herein contained shall subject any other lands of the Lessor at or adjoining the Estate to any scheme of development or operate to impose any restriction or control on the development thereof by the Lessor

6. **RENTS**

- 6.1. The annual rent hereby reserved in respect of the Premises shall be the Initial Ground Rent for the first fifteen years of the term and then for the second period of fifteen years of the term the greater of the Initial Ground Rent and that sum multiplied by the Index of Retail Prices published by H M Stationary Office or any official publication substituted for it on the day preceding the fifteenth anniversary of the commencement of the term divided by the amount of the said index on the commencement of the term and then for the third period of fifteen years of the term the greater of the amount of rent payable during the period of fifteen years immediately preceding the thirtieth anniversary of the commencement of the term and that sum multiplied by the said index on the day preceding the thirtieth anniversary of the commencement of the term divided by the amount of the said index on the day preceding the fifteenth anniversary of the commencement of the term and for the remaining eighty years of the term the greater of the amount of the rent payable during the period of fifteen years immediately preceding the forty fifth anniversary of the commencement of the term and that sum multiplied by the said index on the day preceding the forty fifth anniversary of the commencement of the term divided by the amount of the said index on the day preceding the thirtieth anniversary of the commencement of the term PROVIDED that if the said annual rent payable at any time during the term of this Lease (together with any sums payable by the Lessee other than in respect of rates services repairs or maintenance) would otherwise exceed an annual rate of two-thirds of the rateable value of the Premises the said annual rent shall be reduced so that the ground rent (together as aforesaid) is at a rate per annum of one pound (£1.00) less than two-thirds of such rateable value and any necessary repayment shall be made to the Lessee
- 6.2. Such rent shall be payable from the date hereof (clear of all deductions whatsoever for taxes charges assessments impositions or outgoings of whatever description) in advance on the 1st day of January in each year the first payment to be made on the date hereof being the proportion of rent from the date hereof to 31st December next

7. PROVISO FOR RE-ENTRY

It is hereby declared that if there is any breach or non-observance of any of the Lessee's covenants with the Lessor herein contained then it shall be lawful for the Lessor at any time thereafter to re-enter into and upon the Premises or any part thereof in the name of the whole and to have again repossess and enjoy the same as of its former estate

8. MANAGER'S COVENANTS

The Manager hereby covenants with the Lessee and the Lessor that it will observe and perform the covenants requirements and stipulations in the Fourth Schedule hereto

9. LESSOR'S COVENANTS

The Lessor so as to bind the persons for the time being entitled to the reversion expectant on the term hereby created but not so as to render the Lessor personally liable for any breach arising after having transferred the Lessor's estate and interest in the Estate hereby covenants with the Lessee as follows:-

- 9.1. that the Lessee observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and may peaceably and quietly possess and enjoy the Premises during the said term without any lawful interruption from or by the Lessor or anyone claiming title under through or on trust for the Lessor
- 9.2. that every Lease of a Flat on the Estate granted by the Lessor shall contain covenants by the Lessee in the terms of Clauses 13, 15 and 16 of this Lease and covenants by the Manager in the terms of Clause 8
- 9.3. If the Manager is at any time hereafter in breach of its obligations hereunder then the Lessor will at the request of the Lessee comply with observe and perform all covenants entered into by the Manager herein as if the same had been entered into by and with the Lessor whereupon the Lessor shall be entitled to recover from the Lessee and the lessees of the Flats as rent all monies which would have been payable hereunder to the Manager had those obligations been fulfilled by the Manager including but without prejudice to the generality of the foregoing advance payments of the Service Charge Proportion and shall also be entitled to charge a management fee of 17.5% (inclusive of VAT) of the Service Charge exclusive of the Management Fee
- 9.4. At the request of the Lessee and upon the Lessee providing to the Lessor such security for costs as the Lessor may reasonably require the Lessor will enforce on behalf of the Lessee the covenants entered into by the Manager herein for the benefit of the Lessee
- 9.5. At the written request of the Lessee the Lessor will enforce by all means available to the Lessor the covenants entered into and to be entered into by each of the lessees of the Flats provided that:-
 - 9.5.1 the Lessor shall not be required to incur any legal or other costs under this paragraph unless and until such security as the Lessor in its absolute discretion may require shall have been given by the Lessee or mortgagee requesting action
 - 9.5.2 the Lessor may in its absolute discretion before taking any action under this paragraph require the Lessee or the person requesting such action at his her or their own expense to obtain for the Lessor from Counsel to be nominated by the Lessor advice in writing as to the merits of any contemplated action in respect of the allegations made and in that event the Lessor shall not be bound to take action unless Counsel advises that action should be taken and is likely to succeed
- 9.6. to pay the Service Charge Proportion (but only in relation to expenditure actually incurred by the Manager but expressly excluding any contribution towards future periodic or anticipated future expenditure) in respect of Flats within the Estate as are intended to be let by the Lessor on a lease or leases containing similar provisions for the payment of a proportion of the Service Charge to those herein contained from the date the relevant Flat is in all respects ready for occupation until the sale of such Flat is completed

10. DELEGATION

The Lessor and the Manager shall be entitled to employ and engage or to delegate any of their respective obligations and or powers to such managing agents servants agents managers contractors solicitors surveyors and accountants as they consider necessary or desirable from time to time for the performance of their obligations hereunder or for the exercise of any of their powers contained in the lease of any of the Flats

11. SERVICE CHARGE

11.1. The expression "Service Charge" shall consist of all expenses incurred by the Manager of and incidental to:-

- 11.1.1 the costs incurred in accordance with Clause 10 hereof
- 11.1.2 observing and performing the provisions of the Fourth Schedule hereto including but without prejudice to the generality of the foregoing the managing maintaining upholding cleansing repairing redecorating and renewing of the Main Structures
- 11.1.3 the management and administration fees of the Manager
- 11.1.4 all fees and costs in respect of all certificates and of accounts kept and audits made
- 11.1.5 if applicable any proper fees of Managing Agents employed by the Manager
- 11.1.6 the cost of employing staff for the performance of the duties and services of the Manager and all other incidental expenditure in relation to such employment including (but without limiting the generality of such provision) advertising costs the payment of the statutory and such other insurance health pension welfare and other payments contributions and premiums industrial training levies redundancy and similar or ancillary payments that the Manager may at its absolute discretion deem desirable or necessary and the provision of uniforms working clothes tools appliances cleaning and other materials bins receptacles and other equipment for the proper performance of their duties and benefits in kind fares and out of pocket expenses
- 11.1.7 the cost of taking all steps deemed desirable or expedient by the Manager for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Buildings or any part or parts thereof for which the Lessee is not directly liable hereunder
- 11.1.8 the cost of purchasing renting leasing operating maintaining repairing and replacing any telephone security and communications systems (including insofar as provided or available audio visual installations including security entry systems and television and radio systems) or any other plant machinery or equipment that the Manager should deem requisite
- 11.1.9 the bank charges and the cost of interest and overdrawings in respect of any separate bank account maintained by the Manager for the receipt of service charge payments and the payment (including payment in advance of the receipt of the appropriate contributions from the lessees of the Flats) of any monies in pursuance of the Managers obligations herein contained
- 11.1.10 any Value Added Tax or any other similar taxes levied or charged and paid in respect of the above mentioned heads of expenditure or otherwise in connection with the provision of the services as aforesaid

- 11.1.11 the performance and observance of all obligations entered into by the Manager for the benefit of the lessees of the Flats
- 11.1.12 such other expenses as the Manager may incur in the exercise of the objectives set out in the Memorandum and Articles of Association of the Manager including the incurring of interest or other financial charges on any monies borrowed for the purposes of any of its obligations
- 11.2. The Manager shall be at liberty to review any additional costs and expenses referred to in this part of the Lease and to add thereto any items of expenditure charge depreciation or other allowance or provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or the rental value of any part of the Buildings used in connection with the provision of the services thereto not previously included therein and from and after the relevant date of such review such additional items of expenditure charge depreciation allowance provision for future anticipated expenditure or value shall be included in the calculation of the Service Charge and deemed to be included in the heads of expenditure or charge referred to above for all the purposes of this Lease
- 11.3. It is expressly agreed that the intention of the Lessor the Manager and the Lessee in relation to the Service Charge provisions is that all costs expenses and other liabilities which are incurred by the Manager shall be the subject of reimbursement recoupment or indemnity by the lessees of the Flats so that no residual liability for any such costs expenses or liabilities shall fall upon the Manager
- 11.4. If in the opinion of the Lessor or the Manager it should at any time become necessary or equitable to do so by reason of any of the Flats ceasing to exist or to be habitable or being compulsorily acquired or requisitioned or the number being increased or for any other reason the Lessor the Manager or their surveyor shall recalculate the proportion of the Service Charge payable by the Lessee either as appropriate to the remaining Flats or as appropriate to all the Flats (as the case may be) and notify the Lessee and lessees of other Flats accordingly and in such case as from the date of such event the new proportion notified to the Lessee in respect of the Premises shall be substituted for that referred to herein and all reference to the Service Charge Proportion payable by the Lessee shall be construed as reference to the new Service Charge Proportion as recalculated
12. **MANAGER'S FINANCIAL STATEMENTS**
- 12.1. The amount of the Service Charge shall be ascertained and certified by the Certificate
- 12.2. A copy of the Certificate for each Manager's Financial Year shall be supplied by the Manager to the Lessee on written request and without charge to the Lessee
- 12.3. The Certificate shall be conclusive evidence for the purposes hereof of the matters which it purports to certify
- 12.4. As soon as practicable after the signature of the Certificate the Manager shall furnish to the Lessee an account of the Service Charge Proportion payable by the Lessee for the Manager's Financial Year in question due credit being given therein for all interim payments made by the Lessee in respect of the said Manager's Financial Year
- 12.5. Any amount which may have been overpaid by the Lessee by way of interim payment shall be credited against the liability of the Lessee to payment of the proportion of the Service Charge payable by the Lessee for the following year
- 12.6. If the Service Charge for any Manager's Financial Year exceeds or is likely to exceed the funds held by or on behalf of the Manager then the Manager shall make a written request to the Lessee for a further contribution and such request shall state the contributions received from all lessees for that Manager's Financial Year including the Lessee and will contain a summary of the expenses and outgoings incurred and likely to be incurred by the Manager during the Manager's Financial Year for the Manager's Service Charge and shall state the contribution required from the Lessee which shall be paid by or on behalf of the Lessee to the Manager within 21 days of the date of such written request

13. ESTATE REGULATIONS

The Lessee hereby covenants with the Lessor the Manager and as separate covenants severally with all other persons claiming under the Lessor as purchasers of any part or parts of the Estate but not so as to render the Lessee personally liable for any breach arising after the Lessee has disposed of all interest in the Premises to the intent that the burden of this covenant shall run with and bind the Premises and every part thereof and to the intent that the benefit thereof may be annexed to and devolve with each and every part of the Estate other than the Premises to observe and perform the stipulations and restrictions contained in Clauses 15 and 16 and the First Schedule hereto so far as the same relate to the Premises

14. RIGHTS OF WAY

The rights of way mentioned in paragraph 1 of Part 2 of the Third Schedule hereto shall not be exercised at any time when the Lessee is in default in paying the contributions made requisite by this Lease or is in breach of any of the covenants herein or any of the regulations for the time being made by the Lessor or the Manager in pursuance of any of the provisions hereof

15. DEVOLUTION OF LEASE

The Lessee further covenants with the Lessor and as a separate covenant with the Manager:-

15.1. Not at any time to assign or transfer the whole of the Premises comprised in this lease unless prior to or contemporaneously with the assignment or transfer the Lessee transfers to the assignee or transferee the Lessee's share in the Manager in accordance with the requirements of the Articles of Association of the Manager

15.2. That prior to any assignment transfer assent or other deed disposing of the whole of the Premises the Lessee shall require the assignee transferee or disponee to enter into a Deed of Covenant with the Manager in the form set out in the Fifth Schedule hereto and to give effect to this covenant the Lessee the Manager and the Lessor hereby apply to the Chief Land Registrar for the following restriction to be entered on the Register of the title to this Lease:-

"Except under an Order of the Registrar no transfer assent or other dealing by the proprietor of the land (but not including any charge to secure monies) shall be registered unless and until a certificate has been given by the secretary managing agent or the solicitor of Rainbow Quay Residents Company Limited that such transfer assent or other dealing does not contravene the provisions of Clause 15 of the registered lease"

and the certificate shall not be unreasonably withheld as the Manager hereby acknowledges and agrees

15.3. Not to assign underlet or part with the possession of part only of the Premises

15.4. To give to the Manager notice of every dealing with or underletting or transmission of the legal estate in the Premises including all mortgages or legal charges of the Premises within twenty one days after the same shall occur and to pay to the Manager during the first five years of the term a registration fee of twenty pounds plus VAT in respect of any such notice and thereafter to pay such reasonable registration fee as the Manager or its agents shall from time to time determine throughout the remainder of the term and to pay to the Manager the reasonable costs incurred by the Manager in carrying out its obligations under Paragraph 12 of the Fourth Schedule and registering all notices of legal charges herein together with in each case any Value Added Tax or similar tax which may be levied thereon

16. **PAYMENTS**

16.1. The Lessee hereby covenants with the Lessor and as separate covenants severally with the lessees of the other Flats to pay on demand to or to the order of the Lessor without any deductions the following amounts:-

16.1.1 the rent hereby reserved at the times and in the manner aforesaid

16.1.2 Interest on all rent which is in arrear and unpaid for more than twenty one days after the same shall become due and payable hereunder whether formally demanded or not

16.1.3 all the costs and expenses that the Lessor may incur by reason of any breach of the Lessee's covenants in this Lease whether or not proceedings are commenced in the court or any appropriate tribunal and in particular but without prejudice to the generality of the foregoing to pay the costs and expenses (including solicitor's costs and surveyor's fees) incurred by the Lessor in connection with any notice served under Section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

16.1.4 The costs (including any surveyor's fees) incurred by the Lessor on any application to it by the Lessee for any licence or consent in connection with this Lease and for preparing any such licence or consent whether or not the same shall be taken by the Lessee

16.2. The Lessee hereby covenants with the Manager and as separate covenants severally with the lessees of the other Flats to pay on demand to or to the order of the Manager without any deductions the following amounts:-

16.2.1 such sum as is demanded by the Manager on account of the Service Charge Proportion or thereafter by half yearly instalments in advance on the Service Charge Payment Dates or otherwise within 21 days of the date of any demand made by or on behalf of the Manager

16.2.2 All expenses the Manager may incur in collecting arrears of the Service Charge Proportion payable by the Lessee (together with Interest thereon and on all Service Charge Proportion which is in arrears and unpaid for more than twenty one days after the same shall become due and payable hereunder) or enforcing any obligation of the Lessee whether or not proceedings are taken and whatever the outcome of any such proceedings

17. **MANAGER**

The Lessee shall by virtue of the grant or assignment of this lease to the Lessee be deemed to have applied for one share in the Manager and shall pay the sum of £1.00 to the Manager by way of contribution to the share capital of the Manager

18. **CERTIFICATE OF VALUE**

It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £60,000.00/£250,000.00/£500,000.00.

THE FIRST SCHEDULE

above referred to
Covenants by the Lessee

1. Not to do or permit or suffer anything to be done in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or the lessees or occupiers of other properties on the Estate nor may the Premises be used for any immoral illegal or unlawful purpose

2. Not to do or permit or suffer to be done anything whereby the Lessor's or the Manager's policy or policies of insurance as the case may be on the Estate or any part or parts thereof may become void or voidable or whereby the premium thereon may be increased and to repay to the Lessor or as the case may be to the Manager all sums paid by way of increased premiums and all expenses incurred by it in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and to notify the Lessor or the Manager as soon as possible of any event which is likely to lead to a claim on the Lessor's or the Manager's insurance(s)
3. Not to use the Parking Space for any purpose other than the parking of private motor vehicles having a current Road Fund Licence
4. Not to obstruct or block or permit or suffer to be obstructed or blocked wholly or partially in any way whatsoever any part of the Accessways or Footpaths or Basement Parking Area (other than the Parking Space)
5. Not to do or suffer to be done anything on or to the Premises which may prejudice weaken or endanger the Premises or the Main Structures in any way whatsoever and not without the previous consent of the Manager to place or keep or permit to be placed or kept in or on the Premises or any part thereof any heavy article in such position or in such quantity or weight or otherwise in such manner howsoever as to overload or damage or to be in the opinion of the Manager likely to overload or damage the Buildings or any part thereof nor to use any part of the Premises in such manner as to subject them to any strains beyond that which they are designed to bear
6. No part of the Premises shall be used or be permitted to be used for any purpose save that of a single private dwelling
7. No placard or nameplate other than the name or number of the Premises (which in any event shall be of such type and in such position as the Manager in its absolute discretion shall determine) shall be placed or allowed on any part of the Buildings
8. No television or other aerial or satellite dish other than any communal systems shall be erected or kept on the outside of the Premises
9. Not to allow any petrol or oil to escape or drain into any of the pipes sewers or drains laid in on over or under the Estate or any part thereof nor to keep or allow to be kept on the Premises any flammable explosive noxious or dangerous substances of any kind
10. No person may reside in the Premises unless the floor is covered with carpets rugs or other suitable materials with sound dampening qualities except that they may be removed for cleaning, repairing or decorating or for some similar temporary purpose
11. No rags dirt rubbish refuse or other substances shall be inserted into or placed or left in the sinks baths lavatories cisterns or any pipes in the Premises nor shall any blockage or obstruction be caused therein in any other manner whatsoever
12. Not to hang out or place washing or other articles on the outside of the Premises
13. Not to throw or allow to be thrown any rubbish or refuse or anything whatsoever out of any window or opening in the Premises
14. No bird animal or reptile shall be kept in the Premises without the written permission of the Manager which if given shall be deemed to be by way of licence revocable by the Manager at will

15. Not to cut main alter or injure any of Main Structures the Buildings or the principal walls floors ceilings structures timbers iron or stucco work of or on the Premises nor to alter amend or add to the internal layout and design of the Premises or any part thereof without the prior consent of the Lessor and the Manager (such consent not to be unreasonably withheld) and then only upon payment of their proper fees and expenses so incurred including those of their professional and other advisers
16. Not to make or permit or suffer to be made any claim or objection in respect of any works of construction building installation alteration addition or repair carried out on the Estate or upon any land or property of the Lessor or in which the Lessor has an interest adjoining or near thereto by the Lessor or by any persons authorised by it provided always that any such works shall be carried out with as little inconvenience to the Lessee as reasonably practicable
17. Immediately upon receipt thereof to deliver to the Lessor and to the Manager copies of all notices received from the Local Authority or any other corporation authority body or persons affecting the Premises
18. From time to time and at all times during the term hereby granted (whether the Lessor or the Manager shall or shall not have served notice requiring the Lessee so to do) and utilising best quality materials of their various kinds and in good and workmanlike manner well and substantially to repair the Premises and all improvements and additions thereto or replacements thereof and also all landlord's fixtures and fittings which may at any time during the term be fixed or fastened to the Premises or to any part thereof (including but without prejudice to the generality of the foregoing the space and water heating equipment and installations exclusively serving the Premises and the Transmission Media comprised in and used exclusively for the benefit of the Premises and appurtenances thereof) damage to the Premises by any of the Insured Risks excepted unless and to the extent that such policy or policies of insurance shall have been vitiated or been rendered void or voidable or payment of the policy monies been refused or withheld in consequence of any act or default on the part of the Lessee and to be responsible in all respects for all damage caused to the Premises or to other parts of the Estate or to the Lessor or the lessees of the Flats and/or to the Manager through the bursting overflowing or stopping-up of such Transmission Media occasioned by or through neglect of the Lessee its servants or agents (damage by the Insured Risks excepted so far and so long as aforesaid) and peaceably to deliver up the Premises to the Lessor in such repair and condition at the expiration or sooner determination of the said term
19. To keep the glass in the windows of the Premises properly repaired and the inside of the windows cleansed and in the seventh year of the said term and in every seventh year thereafter and in the last year of the said term howsoever determined fully effectively and efficiently redecorate in a good and workmanlike manner all parts of the inside of the Premises to at least the standard pertaining at the date hereof or (at the option of the Lessor) to the standard pertaining to new residential accommodation of equivalent value at the determination of the said term
20. To permit the Lessor and the Manager or their respective servants or agents with or without workmen and others during the said term at all reasonable times on giving not less than forty eight hours notice to the Lessee (except in case of emergency) to enter the Premises for:-
 - 20.1. the purposes of viewing (and to open up floors and ceilings where the same is required in order to view) the condition or user thereof or for inspecting any works in progress or for taking inventories of the fixtures and things to be surrendered at the expiry of this Lease and upon written notice by the Lessor or the Manager to execute any repairs including the making good of the said opening-up if any (provided that any such opening-up shall be made good and at the cost of the Lessor where the same reveals no breaches of the terms hereof lawfully required by such notice in respect of matters for which the Lessee is liable under the provisions hereof) and if the Lessee shall not have commenced to execute such repairs within two months of the date

of service upon it of such notice (or if in the opinion of the Lessor or the Manager there is some greater urgency than within such lesser period as may be practicable but in any event without any delay whatever) the Lessor or the Manager may itself execute such repairs and the costs incurred or to be incurred by it in so doing including any architects surveyors' and legal fees (as certified by the Lessor's or as appropriate the Manager's surveyor) shall be a debt recoverable from the Lessee to the Lessor or the Manager as the case may be and shall be forthwith recoverable by action and the Lessee shall from the date of demand until the date of bank clearance of such payment of the said cost pay Interest thereon and the Lessee hereby irrevocably appoints the Lessor and the Manager respectively to be the agent of the Lessee throughout the term for the purpose of entering upon inspecting and viewing the condition of any parts of the Premises not at the time of such inspection in the occupation of the Lessee

- 20.2. the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed
- 20.3. to effect any works necessary for repairing maintaining and upholding the Buildings or the Main Structures
- 20.4. for any other lawful purpose
21. To execute such works as are or may be under or in pursuance of legislation in force at any time during the said term directed or required to be executed upon or in respect of the Premises (and whether by the Lessor or the Lessee thereof)
22. In the case of any assignment sublease underletting or disposition to a person or company not ordinarily resident in England or Wales to supply to the Lessor and the Manager an address for service of notices and proceedings in England other than the Premises which address shall thereafter be deemed the address for service in England of that non-resident until the Lessor and the Manager have received written notice of an alternative address other than the Premises for service in England
23. To co-operate at all times during the said term with the Manager and with the persons interested in the other Flats below above or adjacent to the Premises in all measures necessary for repairing maintaining and upholding the Buildings and forthwith to comply with any directions given by the Surveyor to the Lessor or the Manager specifying works which are in his opinion necessary for the purposes mentioned in this paragraph
24. In the event of the Lessee not being resident in the Premises for a continuous period in excess of three calendar months to notify the Manager or its managing agents in writing of the name and address of a suitable agent being a surveyor solicitor accountant or other person responsible for the compliance on behalf of the Lessee with the Lessee's covenants contained in this Lease
25. To permit the Lessor at any time or times during the term to erect rebuild or alter the Building or any buildings or erections within the Estate or adjoining thereto to any extent and in any manner the Lessor may think fit notwithstanding that the building so erected rebuilt or altered may obstruct or interfere with the access of light or air for the time being to or enjoyed with the Premises or any part thereof or any building for the time being on the site thereof
26. To pay all taxes rates charges impositions and outgoings of every description which now are or may hereafter during the said term be imposed assessed or made payable upon or in respect of the Premises or any fraction thereof upon the Lessor the Manager or the Lessee in respect thereof

27. Not to block or obstruct or allow to be blocked or obstructed all or any part of the Common Parts

THE SECOND SCHEDULE

above referred to

"The Main Structures"

1. The exterior walls foundations roofs and meter cupboards of the Buildings the internal load bearing walls and the floor and ceiling joists beams or slabs of all the Flats
2. The Common Parts and the tiling and floorcoverings on the floors the windows windowframes glass in the windows doors doorframes plaster on the ceilings and walls of the Common Parts and
3. The Transmission Media of every kind which is common to more than one Flat and/or the Common Parts or exclusive to the Common Parts and
4. All other parts of the Buildings which do not form part of Flats demised or intended to be demised to individual Lessees and
5. The walls and other structures surrounding and forming part of the Refuse Areas
6. The electric gates and shutters to the Basement Parking Area and equipment operating them and the boundary walls fences and other structures on the boundaries of the Estate

THE THIRD SCHEDULE

above referred to

Part I The Premises

Each Flat shall comprise the tiling and floor coverings on the floors the windows windowframes glass in the windows all doors doorframes plaster on the ceilings and walls and all Transmission Media and any installations of whatsoever kind solely serving the Premises and where applicable the private terrace and/or balcony forming part of the Premises but excepting first the airspace and strata above and below the Premises and second those parts of the Main Structures which surround lie within and/or support the Flat and in respect of those Flats on the top floor of the Buildings the roof space directly above those Flats

THE THIRD SCHEDULE

above referred to

Part 2 Rights Granted to the Lessee
by the Manager and the Lessor

1. The full and free right (in common with the Lessor and the Manager and all other persons entitled thereto and all persons to whom the Lessor or the Manager or any of them have granted or may hereafter grant the same or similar rights and so far as the Lessor and the Manager have power to grant the same) for the Lessee to pass and repass with or without vehicles over and along the Accessways and those parts of the Basement Parking Area not laid out as individual parking spaces and on foot over and along the Footpaths but only so far as may be necessary for the purposes of access and egress to and from the Premises and the Parking Space to the public highway **BUT RESERVING NEVERTHELESS** to the Lessor the right to deviate alter or stop up any projected road or footpath on or serving any part of the Estate so far as the same shall not be in actual use as an access to the Premises from the public highway **PROVIDED** THAT such right shall not be capable of being exercised in such manner as deprives the Lessee of suitable access to and egress from the Premises unless such deprivation shall be purely temporary to enable building construction or other works to be carried out.

2. The right in common as aforesaid to connect to and thereafter to enjoy the full and free and uninterrupted passage and running of the Services across the Estate from and to the Premises through the Transmission Media
3. The right to enter upon the adjoining parts of the Estate including neighbouring Flats and parking spaces where necessary at all reasonable times in the daytime upon first giving notice to the Lessor or the Manager and the lessee or owner thereof or at any time in an emergency for the purpose of executing repairs alterations and renewals to or for cleansing and decorating the Premises and also for the purpose of executing repairs alterations and renewals to the Transmission Media the Lessee making good all damage occasioned by the exercise of such rights to the reasonable satisfaction of the Lessor or the Manager and the lessee or owner of such adjoining Flats or parking spaces
4. The right in common as aforesaid to connect to any master television system aerials and repeaters and cables or entry and automatic door lock systems serving the Flat at the point provided within the Premises
5. The right in common as aforesaid of support shelter protection and cover from the Main Structures and the other Flats included in the Estate subjacent or adjacent to the Premises or any part thereof
6. The right in common as aforesaid to use the Refuse Areas for the placing therein of domestic refuse suitably contained in sealed refuse sacks or other sealed containers only provided that the Lessor shall be entitled to substitute therefor a right to use alternative refuse areas designated by the Lessor
7. The right in common as aforesaid to pass and repass on foot only for the purposes of access and egress to and from the Premises and the Parking Space over and along the Common Parts
8. The right to use the Parking Space for the parking of private motor vehicles having a current Road Fund Licence only

THE THIRD SCHEDULE

above referred to

Part 3 Rights Reserved

To the Lessor and the Manager

There is excepted and reserved to the Lessor and the Manager:-

1. The right to lay and maintain in the Premises and thereafter to connect to such of the Transmission Media as may in the absolute discretion of the Lessor or as the context shall require the Manager seem necessary or desirable and to use the same for the purpose for which they are designed or intended
2. The right including the right for lessees of adjoining Flats to enter upon the Premises or any part thereof at all reasonable times in the daytime upon first giving notice to the Lessee or Lessee thereof or at any time in an emergency for the purpose of executing repairs alterations and renewals to or for cleansing and decorating the neighbouring adjacent or adjoining Flats or any part of the Buildings or Main Structures and also for the purpose of executing repairs alterations and renewals to the Transmission Media the person or persons exercising such right making good all damage occasioned by the exercise thereof to the reasonable satisfaction of the Lessee
3. The right of the other parts of the Buildings or the Main Structures as the case may be to support shelter protection and cover by and from the Premises

4. Such other rights and liberties as may be necessary or desirable so as to enable the Lessor or as the context shall require the Manager to observe perform or otherwise carry out their respective obligations contained in the leases of the Flats and in the Memorandum and Articles of Association of the Manager

THE FOURTH SCHEDULE

above referred to

The Manager will:-

1. Keep the Premises properly supported sheltered covered and protected by the Main Structures
2. Keep the Main Structures properly repaired supported reconstructed maintained and cleansed
3. If and when such a system is installed maintain or procure the maintenance of any entry and automatic door lock systems and the master television aerials and repeaters and cables (if any) running therefrom but not the sockets or cables within the Premises
4. In the year Two thousand and one and thereafter in every subsequent fourth year fully effectively and efficiently redecorate in a good and workmanlike manner such part or parts of the exterior of the Main Structures and Flats and the Common Parts as shall have previously been decorated and such other parts of the Main Structures and Flats and the Common Parts as the Lessor considers should be decorated including if appropriate the outside of the window frames if necessary of the Flats such painting being carried out in a good and workmanlike manner
5. Pay all existing and future rates taxes assessments insurance premiums and outgoings now or hereafter imposed on or payable in respect of the Estate including but without prejudice to the generality of the foregoing all accounts for private service organisations and companies and all electricity accounts and all other like service accounts
6. Keep in good and substantial repair and condition and wherever necessary to re-build and reinstate the Transmission Media serving the Estate or any part thereof except such as are maintained at the public expense or for the sole supply to a property on the Estate
7. Keep clean and tidy and in a proper state of repair and replacing and reinstating when necessary the Accessways and Footpaths and the Basement Parking Area (including the Parking Space)
8. Keep all planters landscaped areas open space areas grassed areas and any gardens on the Manager's Land in a proper state of cultivation and in such a condition as to be suitable to the general character of the Estate
9. Repair and maintain replacing and reinstating where necessary the boundary walls and fences electric gates and equipment operating them and any other structures situate on the boundaries of the Estate
10. Make and and enforce such regulations (if any) as it may in its absolute discretion consider necessary and desirable to enable all residents of the Flats to enjoy the Estate or to otherwise comply with the regulations and requirements of the Local Authority
11. Keep the Premises and the whole of the Buildings and the Manager's Land insured through such agency and insurance company as may be nominated by the the Lessor from time to time in the full reinstatement value from loss or damage by the Insured Risks and against third party risks and Property Owners' liability as shall from time to time be appropriate and third party claims boilers and heating apparatus (if any) and the cost of valuing the Premises for such insurance purposes and will produce to the Lessee upon receipt of a written request so to do written details of the policy or policies of such insurance and a copy of the receipt for the last premium for the same

12. Within 21 days of the production to it of a duly executed and stamped (if necessary) Deed of Covenant complying with the provisions of Clause 15 of this Lease and provided that there shall not be due to the Manager any monies covenanted to be paid in accordance with this Lease whether by the person producing the Deed of Covenant or any predecessor in title at the cost of the Lessee give a certificate in accordance with the provisions of that Clause
13. At the written request of the Lessee enforce by all means available to the Manager the covenants entered into and to be entered into by each of the lessees of the Flats provided that:
 - 13.1. the Manager shall not be required to incur any legal or other costs under this paragraph unless and until such security as the Manager in its absolute discretion may require shall have been given by the lessee or mortgagee requesting action
 - 13.2. the Manager may in its absolute discretion before taking any action under this paragraph require the lessee or the person requesting such action at his her or their own expense to obtain for the Manager from Counsel to be nominated by the Manager advice in writing as to the merits of any contemplated action in respect of the allegations made and in that event the Manager shall not be bound to take action unless Counsel advises that action should be taken and is likely to succeed
14. To prepare proper books of accounts of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule
15. To do all things necessary to comply with the obligations contained in or otherwise referred to in the Memorandum and Articles of Association of the Manager including the creation of such reserves as the Manager may deem prudent from time to time and the paying of all interest or other financial charges which may be incurred on any monies borrowed for the purposes of any of the Manager's obligations herein or the observance or performance of any of its covenants herein contained and all fees and costs incurred in respect of all Certificates and accounts kept and audits made in pursuance of its obligations under this Lease

THE FIFTH SCHEDULE

above referred to
Deed of Covenant with Lessor

I/We [assigned transferee or other disponent] of [address] **HEREBY JOINTLY AND SEVERALLY COVENANT** with RAINBOW QUAY RESIDENTS COMPANY LIMITED of [address/registered office] and [Lessor or successor in title] of [address/registered office] that I/we and my/our successors in title of [specify address of flat] ("the Premises") will at all times from the day of 19 /20 duly pay the Service Charge Proportion and other monies covenanted to be paid in accordance with the provisions of a Lease of Part dated the day of 19 and made between the Lessor (1) Rainbow Quay Residents Company Limited (2) and [name of original lessee] ("the Original Lessee") (3) ("the Original Lease") of the Premises which Premises were vested in me for the residue unexpired of the term granted by the Original Lease by [Assignment/Transfer/Assent] dated [date] 19 /20 and executed prior to or contemporaneously herewith and perform all the covenants restrictions and stipulations contained in the Original Lease and on the part of the Original Lessee to be observed and performed (whether running with the Premises or of a purely personal or collateral nature) to the same extent as if I/we were the Original Lessee party to the Original Lease

THE SIXTH SCHEDULE
above referred to

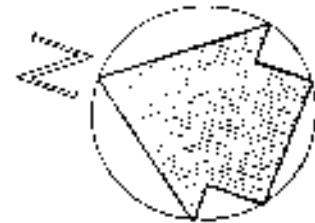
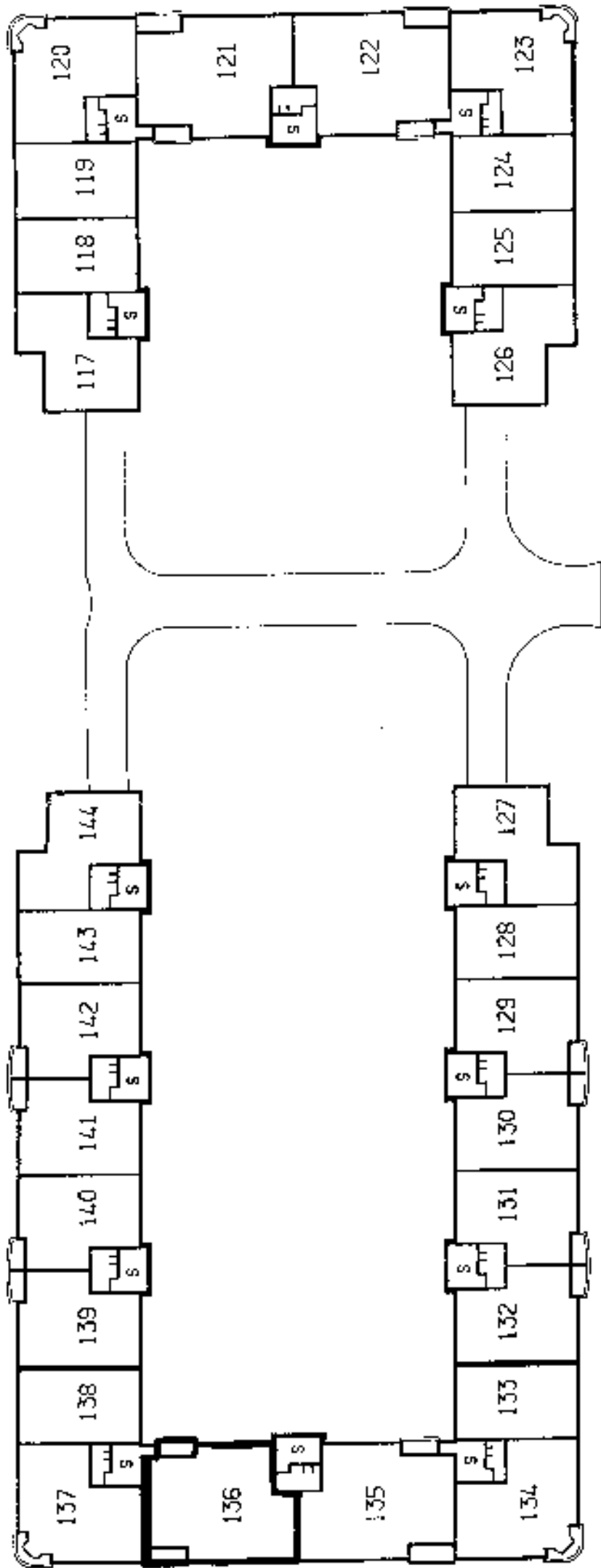
<u>Flat Numbers</u>	<u>Percentage Payable</u>
1, 4, 9, 12, 13, 20, 25, 32, 33, 34, 40, 46, 47, 48, 49, 52, 55, 61, 67, 70, 73, 74, 75, 76, 82, 88, 89, 90, 91, 94, 97, 103, 109, 112, 115 & 116	0.55%
2, 3, 5, 6, 7, 8, 10, 11, 14, 15, 16, 17, 18, 19, 21, 22, 23, 24, 26, 27, 28, 29, 30, 31, 35, 36, 37, 39, 41, 43, 44, 45, 50, 51, 53, 54, 56, 57, 58, 60, 62, 64, 65, 66, 68, 69, 71, 72, 77, 78, 79, 81, 83, 85, 86, 87, 92, 93, 95, 96, 98, 99, 100, 102, 104, 106, 107, 108, 110, 111, 113, 114, 118, 119, 124, 125, 128, 133, 138 & 143	0.66%
38, 42, 59, 63, 80, 84, 101 & 105	0.90%
117, 120, 123, 126, 127, 129, 130, 131, 132, 134, 137, 139, 140, 141, 142 & 144	1.00%
121, 122, 135 & 136	1.05%

THE COMMON SEAL of)
FAIRCLOUGH HOMES LIMITED)
was hereunto affixed in the)
presence of:-)

Authorised Signatories

THE COMMON SEAL of)
RAINBOW QUAY)
RESIDENTS COMPANY)
LIMITED was hereunto)
affixed in the presence of:-)

Authorised Signatories



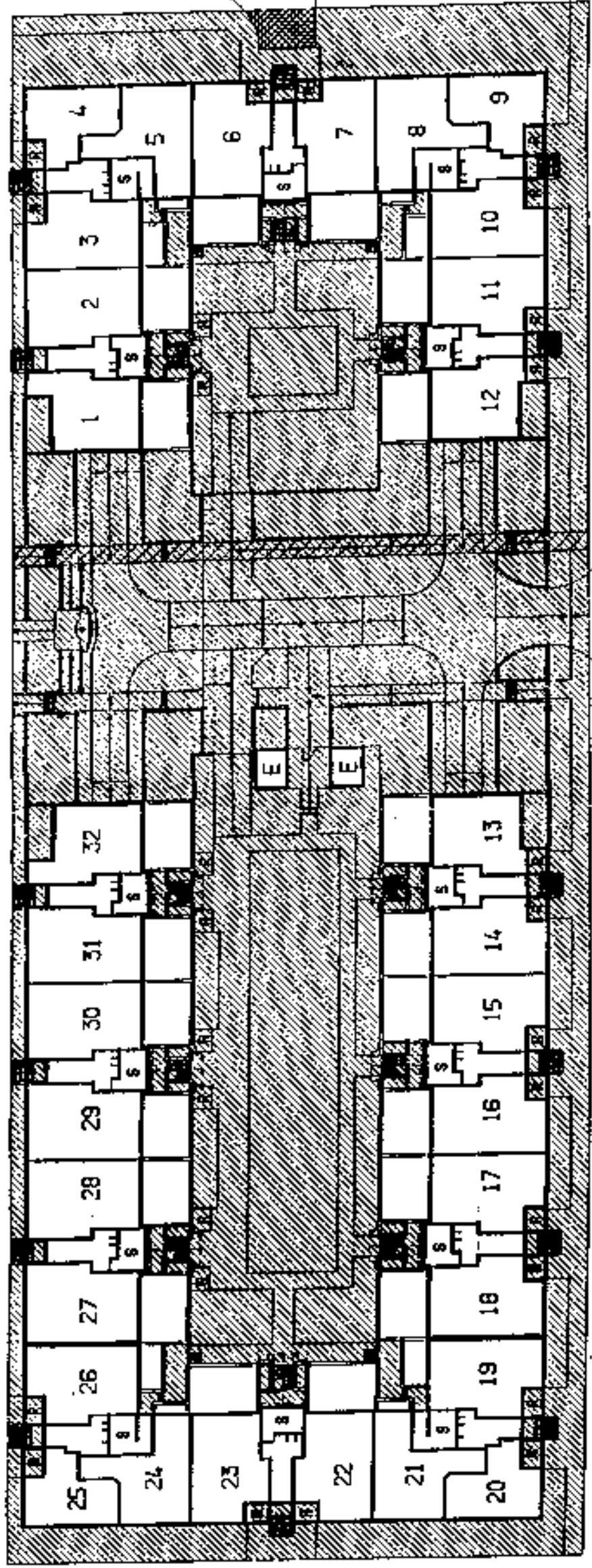
Purpose of Issue: Final conveyance issue

date	28.11.96	issue	A	revision	Purpose of issue upgraded to Final Conveyance Issue.
scale	1:500	area	1,500	project title	RAINBOW QUAY
date	30/10/96	drawn by	H. A. H.	drawing no.	A.00/123
		checked by	IBG		
		82 Bridge Road		East Nelson	Survey
		Hendon Court		East Nelson	Survey
		R18 948			
		Tel: 0181 811 0606			
		Fax: 0181 783 1571			



GREENLAND DOCK

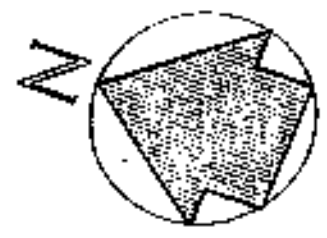
SOUTH SEA STREET



ROPE STREET

SOUTH DOCK MARINA

- KEY:**
- LDDC OWNED ROADS WITHIN SITE BOUNDARY
 - RIGHT OF ACCESS BY LONDON ELECTRICITY CO. (TO BE ADVISED BY LONDON ELECTRICITY CO.)
 - RIGHT OF PEDESTRIAN ACCESS FOR GENERAL PUBLIC
 - MANAGERS LAND
 - REFUSE ENCLOSURES
 - COMMUNAL STAIRCASES
 - ELECTRICITY SUB-STATIONS
- R** REFUSE ENCLOSURES
S COMMUNAL STAIRCASES
E ELECTRICITY SUB-STATIONS



NOTE: PUBLIC UTILITIES EASEMENTS NOT SHOWN ON THIS PLAN.

DATE	REVISION	SCALE	1:500	PROJECT TITLE	RAINBOW QUAY
01/11/98	A	DATE	30/10/98	DRAWN BY	H.A.H.
12/11/98	B	CHECKED BY		PROJECT NO.	A400/12.3/2
28/11/98	C				
27/01/99	D				
08/05/99	E				

CONVEYANCE PLAN - GROUND FLOOR

DATE: 08/05/99
 DRAWN BY: H.A.H.
 CHECKED BY: [Blank]
 PROJECT NO.: A400/12.3/2

SCALE: 1:500

DATE: 30/10/98

DRAWN BY: H.A.H.

CHECKED BY: [Blank]

PROJECT TITLE: RAINBOW QUAY

PROJECT NO.: A400/12.3/2

DATE: 08/05/99

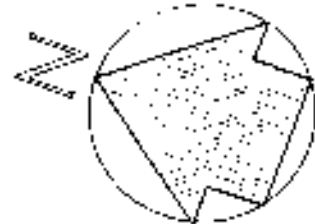
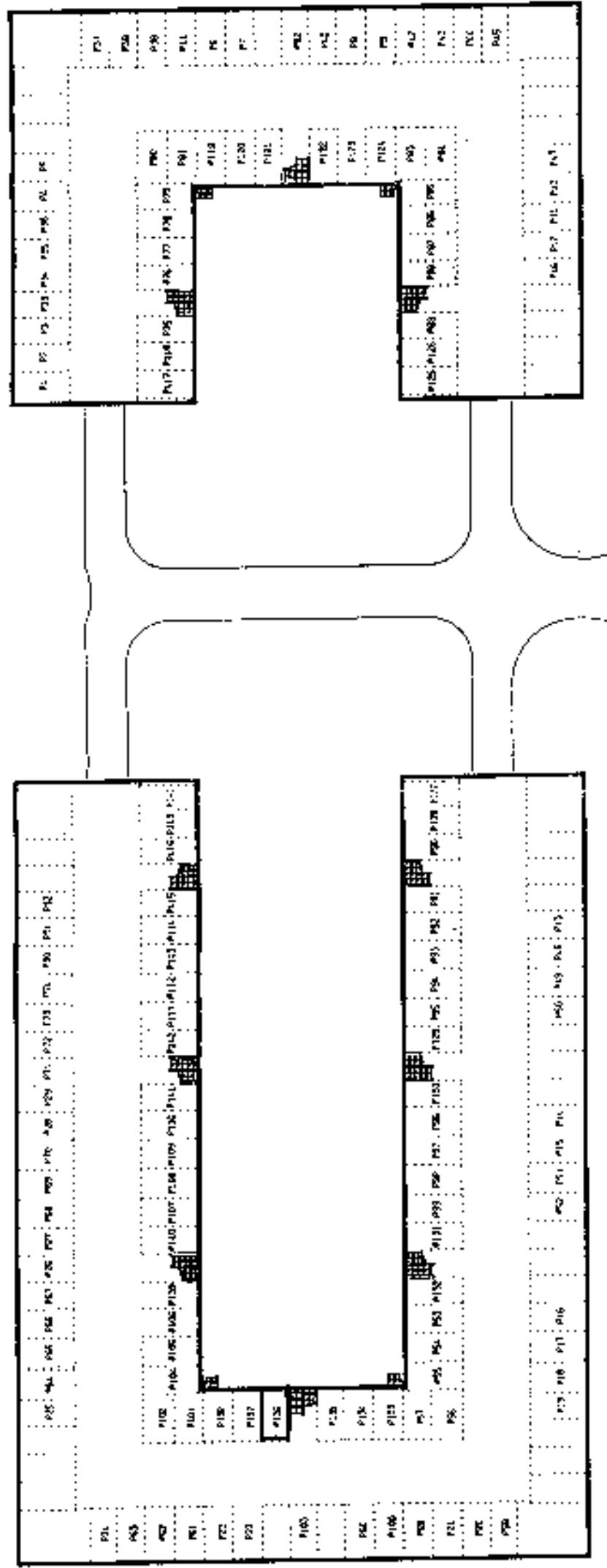
DRAWN BY: H.A.H.

CHECKED BY: [Blank]

PROJECT TITLE: RAINBOW QUAY

PROJECT NO.: A400/12.3/2





Journal of Law and Final conveyance issue



DATE	28.11.06	SCALE	1:500	PROJECT TITLE	RAINBOW QUAY
DIVISION	27/11/06	DATE	30/10/06	DRAWN BY	M. A. M.
DESCRIPTION	RIGHT OF PEDESTRIAN ACCESS HATCHING (M110), NUMBERED PARKING SPACES PROVIDED BY THE LETTER 'P'. Purpose of issue upgraded to Final Conveyance Issue.	LOT	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000	CHECKED BY	CTB 96
SCALE	CONVEYANCE PLAN - BASEMENT		DATE	30/10/06	
PROJECT TITLE	RAINBOW QUAY		DRAWN BY	M. A. M.	
DATE	30/10/06		CHECKED BY	CTB 96	
DRAWING NO.	A400/12.3/1		DATE	30/10/06	