

DATED 15 May 1997

- (1) Landlord:
**CANARY RIVERSIDE HOTEL
PROPERTIES PTE LTD**
- (2) Tenant:
**CANARY RIVERSIDE
DEVELOPMENT PTE LTD**

CONFORMED COPY LEASE

- of -

**Part of Phase 1 of the
Riverside Development
Canary Wharf London E14**

Incorporating variations in a Deed of Rectification
of 29 May 1997 and Deeds of Variation of 13 October 1997
and 30 December 1998 all between the same parties as the Lease
[NB: *The name of Canary Riverside Hotel Properties Pte Limited has now been
changed to Canary Riverside Estate Pte Limited*]

TERM COMMENCES: 28th May 1997

FOR: 999 years

RENT: £100 p.a.

EVERSHEDS

SOLICITORS

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[DULY STAMPED
AND PRODUCED]

LEASE PARTICULARS

1. DATE : 15 MAY 1997

2. LEASE OR UNDERLEASE : LEASE

3. PARTIES TO THIS DEED

(a) LANDLORD : **CANARY RIVERSIDE HOTEL PROPERTIES PTE LTD** (ROC No. 199700785G) a company registered in Singapore whose registered office is at 50 Cuscaden Road #08-01, HPL House, Singapore 249724 and whose address for service in England is at HPL (UK) Limited, 2nd Floor, Pemberton House, 15 Wrights Lane, London W8 5SL;

(b) TENANT : **CANARY RIVERSIDE DEVELOPMENT PTE LTD** (ROC No. 199700784R) a company registered in Singapore whose registered office is at 50 Cuscaden Road #0801, HPL House, Singapore 249724 and whose address for service in England is at HPL (UK) Limited, Pemberton House as aforesaid

4. DEMISED PREMISES : The various parcels of land and airspace (forming part of the Riverside (Phase 1) Estate the extent of which Estate at the Term Commencement Date is shown edged red on Plan: Canary Riverside Phase 1 Estate) at the Riverside Development Canary Wharf London E14 shown:

- (i) in relation to the land and airspace below 6.00mAOD, edged red on Plan 2,
- (ii) in relation to the airspace from and including 6.00mAOD to but not including 11.30mAOD, edged red on Plan 3,
- (iii) in relation to the airspace from and including 11.30mAOD to but not including 15.40mAOD shown edged red on Plan 4, and
- (iv) in respect of the airspace from and above 15.40mAOD, shown edged red on Plan 5 and the subsequently numbered plans annexed to this Lease

[NB: The supplemental deeds have substituted new plans so that the Lease now reflects the "as built" position in relation to these Residential Blocks].

5. TERM : 999 years from the Term Commencement Date

6. TERM COMMENCEMENT DATE : 28th May 1997

7. PREMIUM : The Initial Premium and the Further Premium (if any) calculated in accordance with Clause 4. 1(a)

THIS IS A CONFORMED COPY OF THE LEASE made on the date stated in the Particulars (as hereinafter defined) **BETWEEN** the Parties specified in the Particulars

WITNESSES in consideration of the rents and covenants hereinafter reserved and construed as follows:-

1. **DEFINITIONS**

IN this Lease unless the context otherwise requires the following expressions shall have the following meanings:-

"Accountant" means a Chartered Accountant or firm of Chartered Accountants appointed or employed by the Landlord (or any management company) to perform the functions of the Accountant under this Lease;

"Base Rate" means the Base Rate for the time being of Barclays Bank PLC or some other London clearing bank nominated from time to time by the Landlord or in the event of Base Rate ceasing to exist such other reasonable comparable rate of interest as the Landlord and the Tenant shall agree or which shall be fixed in default of agreement by an independent expert (acting as an expert) appointed on the application of either party by the President (or other proper officer) of the Law Society;

"Business Day" means a day on which banks are generally open in the City of London for sterling transactions other than any Saturday or Sunday;

"Canary Wharf Management Fee" means the sum which shall be found by apportioning the service charge payable by the Landlord pursuant to Clause 7.5 of the Fifth Schedule to the Riverside (Phase 1) Transfer between all those areas so designed or intended for use occupation sale or letting for commercial use within the Riverside (Phase 1) Estate and such apportionment is for the purposes of this Lease to be determined by the Landlord whose decision shall be final and binding (save in case of manifest error)

"Car Park" means the car parking areas (when constructed) within the Riverside (Phase 1) Estate;

"Car Park Regulations" means such reasonable regulations as the Landlord may from time to time make and notify in writing to the Tenant for the general management, operation, oversight and security of the Car Park;

"Car Park Services" means the services set out in the Fourth Schedule insofar as the same are attributable to the Car Park (or, without prejudice to Clause 9.8, any services substituted therefor by agreement between the Landlord and the Tenant);

"Common Parts" means those parts of the Riverside (Phase 1) Estate (not for the time being publicly adopted) intended to be constructed and/or developed and all items of plant and machinery which are from time to time intended for the common use and enjoyment of the tenants owners and occupiers of the Riverside (Phase 1) Estate and persons claiming through or under them and designated as such by the Landlord with the agreement (which is not to be unreasonably withheld or delayed) of the Tenant (whether or not other parties are also entitled to use and enjoy the same) but excludes any individual car park space in the Car Park from time to time so designated by the Landlord acting reasonably as a parking space;

"Demised Premises" means the Demised Premises as briefly described in the Particulars together with all buildings and structures (or parts thereof) which may be erected thereon or therein and all additions alterations and improvements thereto but excepting and reserving to the Landlord all Pipes which are at any time within the Perpetuity Period installed in upon over or under the Demised Premises which do not exclusively serve the same;

"Further Premium" means the sum (if any) (other than the Initial Premium) payable in accordance with Clause 4.1(a);

"Gross Internal Area" shall have the meaning given to it by the Code of Measuring Practice published on behalf of the Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers (Fourth Edition November 1993) and shall be determined from time to time by the Riverside (Phase 1) Estate Surveyor (as defined in Clause 9.1);

"Half Yearly Day" means 1st April and 1st October in any year;

"Initial Premium" means the sum of nineteen million seven hundred and thirty three thousand three hundred and sixty Pounds (£19,733,360);

"Insurance Rent" means a due proportion to be fairly and properly determined by the Landlord of all sums (including insurance tax, the cost of periodic valuations for insurance purposes and any VAT or other tax which may become payable in connection with the supply to the Landlord of goods or services relating to insurance (so far as not recoverable by the Landlord or any management company (as the case may be) as an input credit) which the Landlord shall from time to time pay in respect of the insurances required by Clause 6.1(i) (iii) and (iv) (due allowance being made for such part thereof as may properly be included as part of the costs and expenses referred to in the Fourth Schedule) and the whole of the sums which the Landlord shall from time to time pay for insuring against loss of rents pursuant to Clause 6.1(ii);

"Insured Risks" means (to the extent that the same are generally insurable through United Kingdom underwriters or insurers of repute) fire storm tempest flood earthquake damage caused as a result of terrorist action lightning explosion impact aircraft (other than hostile aircraft) and other aerial devices and articles dropped therefrom riot civil commotion and malicious damage bursting or overflowing of water tanks apparatus or Pipes and such other risks as are from time to time normally covered under a commercial "All Risks" policy (including so long as such cover is generally available in the insurance market at reasonable rates subsidence) or as the Landlord and/or the Tenant may from

time to time reasonably require subject to such exclusions excesses and limitations as may be imposed by the insurers;

"Landlord" means the party named as "Landlord" in the Particulars and includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term;

"Lease" means this lease and any document which is made supplemental to this Lease or which is entered into pursuant to or in accordance with the terms of this Lease;

"Lettable Areas" means those parts of any building (Including the buildings for the time being within or partly within the Demised Premises) leased or intended to be leased to occupational tenants but excluding any parts of such building leased or intended to be leased to public utilities for the purposes of carrying out their statutory obligations;

"Management Company" means at any time the last company (if any nominated by the Landlord pursuant to Clause 8.6 in relation to whom the requirements of paragraphs (a) and (b) of Clause 8.6 shall have been met;

"Outgoings" means all existing and future taxes rates duties charges assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description and whether of a capital or non-recurring, nature or of a wholly novel character (save those that the Landlord is required by law to pay notwithstanding any agreement to the contrary) which now are or may at any time during the Term be charged levied rated assessed or imposed upon or in respect of the Demised Premises or upon the owner or occupier of them as such by any competent authority;

"Particulars" means the descriptions and terms appearing on the preceding pages headed "Lease Particulars" which comprise part of this Lease;

"Perpetuity Period" means the period of 80 years from and including the Term Commencement Date;

"Pipes" means all supply pipes soil pipes waste pipes sewers drains ducts conduits downpipes gutters watercourses wires cables channels flues service corridors trunking fibres (optic or otherwise) and all other conducting media (including any of a novel type character and/or effect) and includes any fixing louvres cowls and any other ancillary apparatus;

"Plan 1" "Plan 2" etc means respectively the plans and sections annexed to this Lease and marked **"Plan 1" "Plan 2"** etc;

"Planning, Acts" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any subsequent legislation of a similar nature;

"Practical Completion" means practical completion of the initial development of the Riverside (Phase 1) Estate in accordance with the contract(s) placed or to be placed for such development;

"Prescribed Rate" means three percentage points (3%) per annum above Base Rate;

"Promotion Charge" means a due proportion apportioned only to those areas designed or intended for use and occupation for commercial purposes of the amounts from time to time expended for the promotion of the commercial enterprises at the Estate as such proportion is from time to time determined by the Landlord such determination to be final and binding in the absence of manifest error

"Quarterly Day" means the first day of January April July and October respectively in any year

"Rents" means the Insurance Rent, the Services Rent and the payments referred to in Clauses 3(i) 3(v) 3(vi) and 3(vii) and **"Rent"** shall be construed accordingly;

"Retained Land" means those parts of the Riverside (Phase 1) Estate not comprised within the Demised Premises;

"Riverside (Phase 1) Estate" means at any time such part of Phase 1 of the Riverside development as shall have been acquired by the Landlord pursuant to a Land Purchase Agreement dated 5 February 1997 made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) the Landlord (3) Canary Riverside Investments Pte Ltd. (4) Canary Riverside Properties Pte Ltd. (5) Hotel Properties Limited (6) Canary Wharf Holdings Limited (7) and Pidemco Land Limited (8) (as such agreement may be varied or restated from time to time) and includes any buildings and structures from time to time erected on the same and any part of the same (the initial extent of the Riverside (Phase 1) Estate being shown for the purposes of identification only edged red on the Plan entitled Canary Riverside Phase 1 Estate and any additional land in the vicinity in which the Landlord shall acquire a freehold or leasehold interest and which the Landlord from time to time reasonably designates by notice in writing to the Tenant as part of the Estate;

"Riverside (Phase 1) Estate Regulations" means such reasonable regulations as the Landlord may from time to time make and as shall be notified in writing to the Tenant for the general management oversight and security of the Riverside (Phase 1) Estate;

"Riverside (Phase 1) Estate Services" means the services and obligations listed in the Fourth Schedule insofar as the same are attributable to the Common Parts (or, without prejudice to Clause 9.8, any services and obligations substituted therefor by agreement between the Landlord and the Tenant);

"Riverside (Phase 1) Transfer" means the transfer effected on the Term Commencement Date and made between Canary Wharf Investments Limited (1) Canary Wharf Limited (2) Canary Wharf Management Limited (3) the Landlord (4) Canary

Wharf Investments Limited (5) CWC SPVf Limited (6) CWC SPVg Limited (7) and CWC SPVb Limited (8) and any further or supplemental transfers of all or part of the Riverside (Phase 1) Estate to the Landlord (or any one or more of them, as the case may require including without limitation a transfer of airspace made 29th May 1998 between the same parties (but so that any reference to any Clause Schedule or Paragraph of the Riverside (Phase 1) Transfer in this Lease shall be a reference to such Clause Schedule or Paragraph in the original transfer made on the Term Commencement Date);

"Services Rent" means the payments to be made (subject to Clause 8.6) in accordance with Clause 9;

"Shared Structural Elements" has the meaning given in Clause 9. 1(aa);

"Structural Services" means the services described in Clause 7.1.2;

"Taxes" means all taxes levies imposts duties or charges of any fiscal nature whatsoever including without limitation any corporation capital gains income gross receipts franchise transfer sales use business occupation value added excise real or personal property stamp or other taxes together with any penalties additions to tax fines or interest thereon and **"Tax"** and **"Taxation"** shall be construed accordingly;

"Tenant" means the party named as **"Tenant"** in the Particulars and includes the Tenant's successors in title and assigns and also in the case of an individual his personal representatives;

"Term" means the term of years stated in the Particulars and includes the period of any holding over or any extension or continuation whether by statute or at common law; and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994.

2. INTERPRETATION

2.1 UNLESS there is something in the subject or context inconsistent therewith:-

2.1.1 words importing the singular number shall be deemed to include the plural number and vice versa;

2.1.2 every covenant by a party comprising more than one person shall be deemed to be made by such party jointly and severally;

2.2 words importing persons shall include firms companies and corporations and vice versa and words importing the masculine gender shall be deemed to include the feminine and neither genders and vice versa and references to a Clause, Schedule or Paragraph are references respectively to a clause of or schedule to this Agreement or a paragraph of the Schedule in which the reference appears;

2.3 references to the "Demised Premises" shall except where otherwise stated include each and every part thereof;

2.4 references to any right of the Landlord and/or any other person to have access to or entry upon the Demised Premises shall be construed as extending to all persons authorised by the Landlord or such other person including agents, professional advisers, contractors, workmen and others, in any case with or without plant and materials;

2.5 any covenant or regulation to be observed by any party), not to do any act or thing shall include an obligation not to cause permit or suffer such act or thing to be done;

2.6 any reference to a statute (whether specifically named or not) shall include any amendment or re-enactment of such statute for the time being in force (save for the Town and Country Planning (Use Classes) Order 1987 referred to in Clause 4.10(c)) and all instruments orders notices regulations directions bye-laws permissions and plans for the

time being made issued or given thereunder or deriving validity therefrom and all provisions and conditions therein;

2.7 reference to VAT shall include any, Tax of a similar nature substituted for or levied in addition to VAT;

2.8 the titles or headings appearing in this Lease are for reference only and shall not affect its construction;

2.9 references to plans and sections annexed to this Lease include the plans initialled for identification on behalf of the Landlord and the Tenant for the purposes of this Lease (whether individually or as part of an agreed bundle or bound volume)

3. **DEMISE AND RENTS**

In consideration of the covenant to pay the Initial Premium and the Further Premium (if any) and the other covenants and stipulations to be performed and observed by the Tenant contained in this Lease, the Landlord HEREBY DEMISES to the Tenant the Demised Premises TOGETHER WITH the rights and easements specified in the First Schedule SUBJECT TO the matters contained or referred to in the Third Schedule EXCEPTING AND RESERVING the rights and easements specified in the Second Schedule TO HOLD the Demised Premises unto the Tenant from and including the Term Commencement Date for the Term YIELDING AND PAYING unto the Landlord (and where expressly provided hereunder any management company) by way of rent during the Term yearly and proportionately for any fraction of a year:-

- (i) in advance on the Term Commencement Date and each anniversary thereof the yearly rent of £100;
- (ii) within 5 Business Days of demand the Insurance Rent;
- (iii) the Services Rent as provided in Clause 9;

- (iv) the moneys referred to in Clause 4.2 to be paid to the Landlord or any management company as therein provided on demand;
- (v) all sums to be paid by the Tenant to the Landlord or any management company pursuant to Clause 4.14;
- (vi) by quarterly instalments on the Quarterly Days the Canary Wharf Management Fee;
- (vii) any other monies which are by this Lease stated to be recoverable as rent in arrear to be paid to the Landlord or any management company as herein provided

4. TENANT'S COVENANTS

THE Tenant HEREBY COVENANTS with the Landlord as follows (but so that the Tenant shall not incur any liability under or in respect of the covenants in Clauses 4.4, 4.6, 4.7, 4.8 and 4.16 until Practical Completion):-

4.1 Payment of Initial Premium, Further Premium and Rents

- (a) To pay to the Landlord (as a whole or in two or more instalments):-
 - (i) the Initial Premium of £19,733,360 (being 67.58% of the purchase price payable by the Landlord on the initial transfer of the Riverside (Phase 1) Estate) within two Business Days of the Term Commencement Date; and
 - (ii) within 10 Business Days of receipt of demand therefor from the Landlord (together with details of the calculation of the same) a sum equal to 67.58% of any further sum payable by the Landlord by way of Purchase Price (including interest payable on the same by the Landlord) in respect of its acquisition of the Riverside (Phase 1) Estate

- (b) To pay the Rents on the days and in the manner aforesaid without any counterclaim deduction (save as required by law) abatement or set-off (whether legal or equitable) whatsoever in the form of immediately realisable funds

4.2 **Interest on arrears**

Without prejudice to any other right or remedy or power herein contained or otherwise available to the Landlord or any management company if any of the Rents (whether formally demanded or not) or any other payment due under this Lease from the Tenant to the Landlord or any management company (as the case may be) or any part thereof shall not be paid within ten days from the date upon which the same ought to have been paid to pay interest to the Landlord upon the sum of money owing calculated on a daily basis at the Prescribed Rate compounded with three monthly rests for the whole period from the date upon which such sum ought to have been paid until the date of payment to the Landlord or such management company (as the case may be) both before and after any judgement

4.3 **Outgoings**

To indemnify the Landlord from and against any outgoings which the Landlord is required by law to pay notwithstanding any agreement to the contrary and any Outgoings which may at any time be assessed or imposed in respect of the Demised Premises together with other land or property but only to the extent that the same are properly attributable to the Demised Premises or assessed or imposed on the owner or occupier of the Demised Premises Provided that this Clause 4.3 shall not apply to any Taxes or other liability of the Landlord:-

- (i) to the extent the same arises in respect of any income profits or gains of the Landlord including any Rents (but without prejudice to the Tenant's obligations under Clause 4.14) or
- (ii) to the extent the same arises out of any dealing with or otherwise turning to account its reversionary interest in this Lease

4.4 Condition of Demised Premises

- (a) To keep those parts of the Demised Premises which shall be open to view from other parts of the Riverside (Phase 1) Estate clean and tidy and in such condition as shall not detract from the overall amenities of the Riverside (Phase 1) Estate (save for any temporary interruption thereof pursuant to any works carried out by the Tenant)
- (b) To keep all buildings and structures from time to time on the Demised Premises at all times in a safe condition

4.5 Yield Up

At the expiration or sooner determination of the Term quietly to yield up to the Landlord the Demised Premises duly kept in accordance with the covenants contained in this Lease

4.6 Dangerous substances, pollution and nuisance

- (a) Not to bring or keep on the Demised Premises any matter of an especially dangerous, combustible, explosive or radio-active nature or which would materially increase the risk of fire or explosion or which would cause nuisance or damage to the Landlord or any tenant owner or occupier of any part of the Riverside (Phase 1) Estate.
- (b) To take such steps as may be necessary from time to time to remove from the Demised Premises any harmful or other contaminating substance which gives rise to a material risk of damage being caused to the Landlord or any tenant owner or occupier of any part of the Riverside (Phase 1) Estate.

4.7 Alterations and maintenance of structural integrity

- (a) Not to carry out any alterations which would have a materially adverse effect on the Retained Land.

- (b) Any material and adverse effect of a temporary nature during the carrying out of the relevant works shall not (subject to the Tenant endeavouring to minimise any disruption caused thereby) constitute a breach of Clause 4.7(a).
- (c) Promptly to make good all damage caused to any Retained Land in the carrying out of any alterations.
- (d) Not in any way to impair the structural integrity or fire resistant qualities of the Shared Structural Elements.

4.8 **Overloading Utilities**

Not to overload or obstruct any Pipes not exclusively serving the Demised Premises or to discharge into such Pipes any trade effluent or any similar harmful matter or substance in manner detrimental to the Retained Land.

4.9 **Entry**

To permit entry onto the Demised Premises by the Landlord and others authorised by the Landlord or by any management company with or without workmen, materials and equipment for the purposes of carrying out works of repair, maintenance, alteration, improvement or redevelopment to any part of the Retained Land or to the infrastructure of the Riverside (Phase 1) Estate subject always to compliance with the following terms and conditions:-

- (i) save in case of emergency, reasonable prior notice in writing must be given of such proposed entry with adequate details of what is proposed;
- (ii) the person or persons so entering shall comply with all reasonable requirements of the Tenant or those authorised by it relating to such entry (including, without limitation, as to timing thereof and security) and shall in any event so far as practicable minimise any inconvenience or disturbance caused to the owners and occupiers for the time being of the Demised Premises;

- (iii) no such entry shall be permitted if and to the extent that the works in question can practicably and ought reasonably to be carried out without such entry; and
- (iv) the person or persons so entering shall promptly make good all damage to the Demised Premises caused as a result of such entry.

4.10 User

- (a) Not to use the Demised Premises or any part thereof for any dangerous, noisy, noxious or offensive trade, business or occupation whatsoever, nor for any illegal or immoral purpose nor in a manner which is inconsistent with the character and quality of the buildings for the time being on the Riverside (Phase 1) Estate.
- (b) Without prejudice to Clause 4.10(c), not to use the Demised Premises for any purpose not for the time being permitted by the Riverside (Phase 1) Transfer.
- (c) Not to use or occupy the Demised Premises other than for residential accommodation and ancillary uses (save that for so long as it is a requirement of the planning permission for the initial development of the Riverside (Phase 1) Estate that part of the Demised Premises be used otherwise than for residential accommodation, such part may be used for any use within Class A1 or Class A2 of the Town and Country Planning (Use Classes) Order 1987 and uses ancillary thereto).
- (d) Not to use or permit to be used any car parking space within the Demised Premises in connection with any non-residential use of the Demised Premises.

4.11 Alienation

- (a) Not to assign, transfer or charge part only of the Demised Premises;

- (b) Prior to any assignment or transfer of the whole of the Demised Premises, to procure that the assignee or transferee on or before completion of the assignment or transfer enters into a deed containing direct covenants by the assignee or transferee;
- (i) with the Landlord in the same terms as Clause 4.16 (Regulations) and Clause 9.2 (Service Charge);
 - (ii) (and as a separate covenant with any management company) in the same terms as Clause 9.2(a) (Service Charge);
 - (iii) with the Landlord not to assign or transfer this Lease (whether in whole or in part) without including in the transfer a covenant on the part of the transferee with the same parties and in the same terms as this Clause 4.11(b);
- (c) Not to sub-let any part of the Demised Premises except pursuant to a lease containing obligations on the part of the sub-tenant and its successors in title for the payment of an appropriate proportion of the service charge and insurance rent payable by the Tenant under this Lease (and, where applicable, the sum is payable by the Tenant pursuant to Clause 3(vi)).

4.12 **Registration of dispositions**

Within twenty-eight (28) days of every assignment or transfer of the Demised Premises or other dealing with the whole of the Demised Premises to produce to and leave with the Landlord or its solicitors a certified copy of the deed instrument or other document evidencing or effecting such disposition and on each occasion to pay to the Landlord or its solicitors a reasonable registration fee.

4.13 Statutes

- (a) Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may under any statute incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- (b) To indemnify the Landlord from and against any penalty damages compensation costs charges or expenses which the Landlord may under any statute incur or have imposed upon it or become liable to pay by reason of any act or omission of the Tenant

4.14 Value Added Tax

4.14.1 Where by virtue of any of the provisions of this Lease (i) the Tenant is required to pay repay or reimburse to the Landlord (or any management company) or any person or persons any rents costs charges fees expenses or any other sums or amounts whatsoever in respect of the demise made by the Landlord under this Lease and/or the supply of any goods and/or services by or to the Landlord (or any management company) or any other person or persons or (ii) there is a supply of goods or services deemed to be made for Value Added Tax purposes to the Tenant by the Landlord (or any management company) whether or not for payment then the Tenant shall be required to pay in addition or (as the case may be) to keep the Landlord and any management company indemnified against:-

- (a) the amount of any Value Added Tax which may be chargeable in relation to the demise or on the supply of any goods and/or services as aforesaid to the Tenant (including any such Value Added Tax which may be chargeable by reason of the Landlord electing to waive exemption under paragraph 2(1) of Schedule 10 to the Value Added Tax Act 1994 in relation to all or any part of the Demised Premises) and
- (b) the amount of any Value Added Tax chargeable in respect of supplies or self-supplies made to the Landlord (or any management company) the cost of which is included in the calculation of the sums which the Tenant is required to pay repay or reimburse to the Landlord (or any management company) save to the

extent that such Value Added Tax is recoverable by the Landlord (or any management company) under the provisions of the Value Added Tax Act 1994

- (c) all sums in this Lease are expressed exclusive of any VAT which is payable on them

4.14.2 Where the Landlord has elected to waive exemption under paragraph 2(1) of Schedule 10 to the Value Added Tax Act 1994 in relation to all or any part of the Demised Premises, the Tenant shall as soon as reasonably practicable following demand from time to time made by the Landlord provide the Landlord with all such information or assistance as the Landlord shall reasonably require in order to enable the Landlord to ascertain whether any supply the Landlord may make pursuant to the provisions of this Lease is or is not to be treated by virtue of such election as a taxable supply for VAT purposes

4.15 **Covenants affecting reversion**

By way of indemnity only to observe and perform any provision or provisions:

- (a) contained or referred to in the deeds and documents listed or referred to in the Third Schedule insofar as they are still subsisting and capable of taking effect and relate to the Demised Premises and, in particular but without prejudice to the generality the covenants contained in Clause 7 of the Riverside (Phase 1) Transfer (but excluding the covenants contained in the Ninth Schedule to and Clause 7.5 of the Riverside (Phase 1) Transfer)
- (b) to be observed or performed as a consequence of the exercise by the Tenant (or any person authorised by the Tenant) of any of the rights referred to in paragraph 9 of the First Schedule

4.16 **Riverside (Phase 1) Estate and Car Park Regulations**

To comply or procure compliance with the Riverside (Phase 1) Estate Regulations and the Car Park Regulations

4.17 Indemnity

To keep the Landlord and any management company fully indemnified from and against all actions proceedings claims demands losses costs expenses damages and liability arising from any breach of the Tenant's covenants or other obligations contained in or ancillary to this Lease

5. LANDLORD'S COVENANTS

THE Landlord HEREBY COVENANTS with the Tenant as follows:-

5.1 Quiet enjoyment

That the Tenant paying the Rents and performing and observing the covenants on the part of the Tenant herein contained may peaceably hold and enjoy the Demised Premises during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for it or by title paramount

5.2 Covenants affecting Reversion

By way of indemnity only (and save to the extent that the obligations are to be observed and performed by the Tenant hereunder) to observe and perform the obligations imposed by or arising in consequence of the matters mentioned in the Third Schedule insofar as the same relate to or affect the Demised Premises and to indemnify the Tenant against the consequences of any breach of such obligations (unless resulting from a breach by the Tenant of its covenants in this Lease)

5.3 Canary Wharf Estate Service Charge

5.3.1 To pay the service charge payable in accordance with the provisions contained in the Riverside (Phase 1) Transfer and during such time or times as the Tenant is liable to contribute to such service charge by virtue of Clause 3 to copy to the Tenant without any

demand therefor all notices, accounts, certificates and other like information received by or on behalf of the Landlord relating to such service charge

5.3.2 At the request and cost of the Tenant, to make such reasonable representations and take such other reasonable steps (including enforcement action against the Estate Common Parts Owner as defined in the Riverside (Phase 1) Transfer or Canary Wharf Management Limited (or any company substituted for Canary Wharf Management Limited pursuant to Clause 8.4 of the Riverside (Phase 1) Transfer)) in relation to any matter covered by the service charge referred to in Clause 5.3.1.

5.4 Calculation of Further Premium

To keep the Tenant informed of the steps taken or to be taken in relation to the measurement of any buildings on the Riverside (Phase 1) Estate in connection with the calculation of any further purchase price in relation to the transfer of the Riverside (Phase 1) Estate to the Landlord, the sums anticipated to be payable and the likely timing of same, and any other matters which might affect the amount or timing (or both) of the Further Premium

5.5 Condition of buildings on Retained Land

- (a) To keep those parts of the buildings from time to time situate on the Retained Land which shall be open to view from other parts of the Riverside (Phase 1) Estate clean and tidy and in such condition as shall not detract from the overall amenities of the Riverside (Phase 1) Estate (save for any temporary interruption thereof pursuant to any works carried out by or on behalf of the Landlord any tenant of the Landlord or any management company).
- (b) To keep all buildings and structures from time to time on the Retained Land at all times in a safe condition.

5.6 Dangerous substances, pollution and nuisance

- (a) Not to bring or keep on the Retained Land any matter of an especially dangerous, combustible, explosive or radio-active nature or which would materially increase the risk of fire or explosion or which would cause nuisance or damage to the Tenant or any tenant owner or occupier of any part of the Demised Premises.
- (b) To take such steps as may be necessary from time to time to remove from the Retained Land any harmful or other contaminating substance which gives rise to a material risk of damage being caused to the Tenant or any tenant owner or occupier of any part of the Demised Premises.

5.7 Shared Structural Elements

Not in any way to impair the structural integrity or fire resistant qualities of the Shared Structural Elements.

5.8 Overloading Utilities

Not to overload or obstruct any Pipes serving the Demised Premises and the Retained Land or to discharge into such Pipes any trade effluent or any similar harmful matter or substance in manner detrimental to the Demised Premises.

5.9 User

Not to use the Retained Land or any part thereof for any dangerous noisy, noxious or offensive trade, business or occupation whatsoever, nor for any illegal or immoral purpose nor in a manner which is inconsistent with the character and quality of the buildings for the time being on the Riverside (Phase 1) Estate.

5.10 Exercise of Rights Exceptions and Reservations

- 5.10.1 Notwithstanding the exception and reservation to the Landlord of rights of access over the parts of the common parts shared items or Car Park from time to time comprised within the Demised Premises and notwithstanding the grant to the Tenant to the right to use the garden areas shown coloured green on the Plans in common with the Landlord and all others entitled to the like rights the Landlord nevertheless acknowledges that such areas are intended so far as practicable for the exclusive use of the tenant and its lessees

and occupiers of the Demised Premises and further that it is intended that all or substantial parts of such areas be intended to be secure areas to which access is controlled by security barriers electronic or mechanical locks or security guards

5.10.2 Accordingly the Landlord will use all reasonable endeavours to ensure that exercise by itself and those claiming through it to such rights of access is limited to the purposes set out in Clause 4.9 and to such other purposes only (and only on such occasions) as necessary for the use and enjoyment of the Retained Land and cannot reasonably be avoided without detrimentally affecting such use and enforcement

5.10.3 The Landlord will comply with such reasonable rules and regulations as the Tenant shall notify to the Landlord in relation to such access and shall co-operate with the Tenant in complying with such security arrangements as the Tenant shall reasonably require

5.11 **Indemnity**

To keep the Tenant indemnified from and against all actions proceedings, claims, demands, losses, costs, expenses, damages and liability arising from any breach of the Landlord's covenants or other obligations contained in or ancillary to this Lease

5.12 The Landlord will procure that any lease of the health club at the Riverside Phase 1 Estate contains a covenant by the lessee of such lease to comply with or procure compliance with the obligations entered into by the Tenant in agreements for sale of the flats within the Demised Premises relating to membership of the health club such obligations being in or substantially in the form set out in the Fifth Schedule and the Landlord will at the expense of the Tenant take all reasonable steps to enforce such lessee's covenant in any lease of the health club

6. **INSURANCE**

6A The Provisions of this Clause 6 shall only take effect from Practical Completion.

6.1 **Landlord to insure**

THE Landlord shall insure and keep insured, or procure the insurance of, with some insurance company (or companies) of repute or with Lloyd's Underwriters and through such agency as the Landlord may from time to time determine (subject to such exclusions excesses and limitations as may from time to time be imposed by the insurers) in the name of the Landlord(whether or not with others):-

- (i) the shell and core of all buildings and structures comprised within the Riverside (Phase 1) Estate and any installations fittings and equipment within the internal common parts of such buildings or structures (in the case of such installations fittings and equipment (except pursuant to works carried out by or on behalf of the Landlord) as notified (together with details of reinstatement cost as required by Clause 6.2) in writing to the Landlord) (all such installations fittings and equipment resulting from work carried out to any part of the Demised Premises so notified to the Landlord being hereinafter referred to as "Tenant's Insured Fittings") against loss or damage by the Insured risks in such sum as shall in the Landlord's reasonable opinion be the full reinstatement cost thereof (including provision for escalation having regard to any likely period required for reinstatement) including VAT architects' surveyors' and other professional fees and expenses incidental thereto the cost of shoring-up demolition and site clearance and similar expenses;
- (ii) loss of the rents reserved under Clauses 3(i) (iii) 3(vi) and where applicable 3(v) payable under this Lease for five(5) years or such longer period as the Landlord may from time to time reasonably deem to be necessary having regard to the likely period required for obtaining planning permission, reinstating the buildings and structures comprised within the Riverside (Phase 1) Estate and the Tenant resuming occupation or, if greater, as the Tenant may in writing request;
- (iii) any engineering and electrical plant and machinery [forming part of the Common Parts or Shared items] against sudden and unforeseen damage breakdown and inspection to the extent that the same is not covered by Clause 6.1(i);

- (iv) property owner's liability and such other insurances as the Landlord may from time to time deem necessary to effect.

6.2 Landlord's fixtures

The Tenant shall notify the Landlord in writing of the full reinstatement cost of all Tenant's Insured Fittings for the purpose of enabling the Landlord to effect or procure adequate insurance cover for the same

6.3 Commission and restriction on Tenant insuring

6.3.1 The Landlord shall be entitled to retain and utilise as it sees fit any commission attributable to the placing of the insurance required by Clause 6.1 and the payment of any insurance sums

6.3.2 The Tenant shall not take out any insurance in respect of the matters which the Landlord is to insure or procure the insurance of under Clause 6.1 provided that this Clause 6.3 shall not prevent the Tenant from insuring in accordance with Clause 6.1 to the extent that and for as long as the Landlord fails to insure or procure the insurance in accordance with Clause 6.1 and the Landlord shall pay to the Tenant on demand the proper cost of any such insurance effected by the Tenant in such circumstances.

6.4 Landlord to produce evidence of insurance

At the reasonable request of the Tenant, the Landlord shall produce to the Tenant a full copy of the insurance policy or policies maintained under this Clause 6 and evidence that the same is subsisting and in effect

6.5 Requirements of insurance

The Tenant shall procure compliance with all the requirements of the Landlord's insurers so far as they relate to the Demised Premises or the conduct of persons using the Demised Premises or exercising any right in respect of the Retained Land granted by this Lease

6.6 Policy Conditions

The Landlord shall use its best endeavours to ensure that the policies in respect of the insurance to be effected under Clause 6.1 includes:

6.6.1 a "general interest" clause and

6.6.2 a waiver of any rights of subrogation that the insurers have or may acquire against the Tenant and all persons having an interest in the Riverside (Phase 1) Estate or any part thereof

6.7 Reinstatement

6.7.1 If and whenever during the Term any of the items required to be insured pursuant to Clause 6.1(i) is damaged or destroyed by any of the Insured Risks the Landlord shall (subject, where applicable, to prior compliance by the Tenant with Clause 6.8) use all reasonable endeavours to obtain all planning permissions and other permits and consents that may be required under the Planning Acts and any other statutes to enable it to rebuild or reinstate the affected part of the Riverside (Phase 1) Estate (and the Tenant shall use all reasonable endeavours to assist the Landlord in so doing)

6.7.2 In the circumstances referred to in Clause 6.7.1 the Landlord shall as soon as such permissions permits and consents have been obtained (or as soon as practicable where they are not required) apply all money received in respect of such insurance (except sums received in respect of loss of Tenant's Insured Fittings in rebuilding or reinstating the Riverside (Phase 1) Estate or the relevant part (excluding Tenant's Insured Fittings) and in case such monies shall be insufficient shall make good any such deficiency out of its own monies

6.7.3 Any moneys received from the insurers in respect of any Tenant's Insured Fittings shall be paid by the Landlord to the Tenant or (where and to the extent applicable) those deriving title under or through the Tenant (as the case may be)

6.8 Payment of insurance moneys refused

If the payment of any insurance moneys is refused as a result of some act or default of the Tenant or any undertenant or any person under its or their control the Tenant shall pay to the Landlord on demand the amount so refused except to the extent that it relates to Tenant's Insured Fittings

6.9 Insurance becoming void

6.9.1 The Tenant shall not do or omit to do anything that could cause any policy of insurance in respect of or covering the Demised Premises or the Riverside (Phase 1) Estate to become void or voidable wholly or in part

6.9.2 If as a result of anything done or omitted to be done by the Tenant or any person deriving title under or through the Tenant or any person under its or their control any increased or loaded premium may become payable by the Landlord, the Tenant shall notify the Landlord as soon as practicable and shall on demand pay to the Landlord any resultant increase from time to time in the premium and additional expenses incurred by the Landlord in renewing any such policy

6.10 Cesser of Services Rent

In case the Demised Premises, the Common Parts or the Riverside (Phase 1) Estate or in any such case any part thereof shall be destroyed or darned by any of the Insured Risks so as to render the Demised Premises or any part thereof unfit for use and occupation or inaccessible and (unless the Tenant shall have made good the sums otherwise payable to the Landlord in accordance with Clause 6.8) the insurance shall not have been vitiated or payment of the policy moneys refused in whole or in part as a result of some act or default of the Tenant or any undertenant or any person under its or their control, then the rents reserved under Clauses 3(i), 3(iii), 3(vi) and 3(vii) or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises or the part destroyed or damaged shall be again rendered fit for use and occupation and/or accessible or until the expiration of five (5) years (or such other longer period as shall be insured by the Landlord) from the date of the destruction or

damage (whichever is the earlier) and any dispute regarding the cesser of rent shall be referred to a single arbitrator to be appointed, in default of agreement, upon the application of either party, by or on behalf of the President for the time being of The Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996

6.11 Reinstatement prevented

6.11.1 If the rebuilding or reinstatement envisaged under Clause 6.7 is not possible for any reason other than the default of either party hereto the insurance monies received by the Landlord (other than sums attributable to Tenant's Insured Fittings and sums applied in seeking reinstatement) shall be divided between the Landlord the Tenant and such other persons having a legal interest in the Riverside (Phase 1) Estate who have suffered loss as a result of the damage or destruction in such proportions as is just and equitable having regard to the value and extent of their respective interests in the Riverside (Phase 1) Estate, the location and extent of the damage or destruction and to all other relevant circumstances

6.11.2 Any dispute as to the persons between whom such monies as aforesaid are to be divided or the amount of the said proportions shall be referred to a single arbitrator to be appointed, in default of agreement, upon the application of either the Landlord or the Tenant, by or on behalf of the President or other proper officer of the Chartered Institute of Arbitrators in accordance with the provisions of the Arbitration Act 1996

7. MANAGEMENT

7.1 The Landlord covenants with the Tenant (subject to and conditional upon the Tenant making payments in accordance with Clause 9 (save as referred to in Clause 7.2 and subject as provided in Clauses 8.4, 8.5 and 8.6) as from Practical Completion or as soon as reasonably practicable thereafter that either the Landlord or any management company will:

7.1.1 provide or procure the provision of such of the Car Park Services, the Riverside (Phase 1) Estate Services and the Shared Items Services in accordance with the principles of good estate management and having regard to the nature and quality of the Riverside (Phase 1) Estate as shall be necessary for the reasonable beneficial enjoyment and use of the Demised Premises and the exercise of the rights granted in the First Schedule PROVIDED THAT where the extent nature or quality of any service may vary in accordance with the principles of good estate management from time to time the Landlord or any management company (as the case may be) shall (or shall procure that those responsible for the provision of such services shall) act reasonably and properly in deciding the extent nature and quality of the relevant service;

7.1.2 maintain inspect repair renew reinstate treat wash down and cleanse as appropriate and as shall be necessary in accordance with the principles of good estate management the Shared Structural Elements (but in so doing the Landlord and any management company shall be entitled to employ or procure or permit the employment of managers agents contractors or others);

7.2 The Landlord or any management company (as the case may be) shall be obliged to perform its covenants in Clause 7.1 in circumstances where either:-

- (a) the payments which have been withheld by the Tenant relate solely to Car Park Expenditure, Riverside (Phase 1) Estate Expenditure, Shared Items Expenditure or Structural Expenditure in respect of which there is a bona fide dispute between the Landlord or any management company (as the case may be) and the Tenant;
or
- (b) the Tenant is late in making any payment in accordance with Clause 9 by a period not exceeding fourteen (14) weeks after the date the payment was due.

8. PROVISOS

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

8.1 No Re-Entry

Notwithstanding any non-payment of Rent or other breach of any provision of this Lease (whether or not such provision is construed as a condition) and notwithstanding any breach of any implied condition the Landlord shall not be entitled to re-enter forfeit or otherwise unilaterally bring to an end this Lease.

8.2 Applicable Law and Jurisdiction

This Lease shall be governed by and construed in all respects in accordance with the laws of England and proceedings in connection therewith shall be subject (and the parties hereby submit) to the non-exclusive jurisdiction of the English Courts and for the purposes of Order 10 Rule 3 of the Rules of the Supreme Court of England and any other relevant Rules thereof the Tenant hereby irrevocably agrees that any process may be served upon it by leaving a copy addressed to it at any address for service within England and Wales notified in writing from time to time to the Landlord (and if applicable any management company).

8.3 No implied easements

Nothing herein contained shall impliedly confer upon or grant to the Tenant any easement right or privilege other than those expressly granted by this Lease.

8.4 Landlord's and management company's obligations

Neither the Landlord nor any management company shall be liable to the Tenant in respect of any failure to perform any of their respective obligations under this Lease (except the obligation to insure or procure insurance pursuant to Clause 6.1) unless either the Tenant has given notice to the Landlord or any management company (as the case may be) of such failure or the Landlord or any management company (as the case may be) is actually aware of such matter and in either case the Landlord or any management company (as the case may be) has failed within a reasonable time to remedy the same and then in such case the Landlord and/or any management company (as the case may be) shall be liable to compensate the Tenant only for loss or damage sustained by the Tenant after such reasonable time has elapsed.

8.5 Exclusion of Landlord's and management company's liability

Neither the Landlord nor any management company shall be liable to the Tenant nor shall the Tenant have any claim against the Landlord or any management company in respect of:-

- (a) any failure or interruption or delay in the provision of Riverside (Phase 1) Estate Services, Shared Items Services, Car Park Services or Structural Services caused in any case by any cause beyond the reasonable control of the Landlord or any management company but the Landlord or any management company (as the case may be) shall use all reasonable endeavours to cause the service in question to be reinstated with the minimum of delay;
- (b) any loss damage or injury suffered by the Tenant or any servant agent or workmen of the Tenant or its sub-tenants or licensees through (i) any defect in any fixture Pipe staircase or thing in or upon the Riverside (Phase 1) Estate or any part thereof (including the Demised Premises) or (ii) the use of any communal equipment or facilities provided by the Landlord or any management company or in either case anyone on its behalf;
- (c) any loss or damage or interference or annoyance (which was not reasonably avoidable by the Landlord or any management company) suffered by the Tenant or its sub-tenants or licensees during the carrying out by the Landlord or any management company of works which may appear to the Landlord or any management company acting reasonably to be necessary or desirable;
- (d) any loss or inconvenience occasioned by the closing or break-down of any mechanical equipment or by the failure of power supply to any mechanical equipment or whilst any repairs are carried out thereto;
- (e) any loss of or damage to or theft from any car using the Car Park or any loss or damage or injury suffered by any driver of or passenger in such car.

Provided always that:

- (a) the Landlord or any management company shall notify the Tenant of any of the above events or matters which are in the Landlord's or such management company's reasonable opinion likely adversely to affect the Tenant as soon as reasonably practicable after they have occurred;
- (b) none of the aforesaid exclusions from liability shall be available if they arise by reason of my breach non-observance or non-performance of any of its obligations by the Landlord or any management company or others acting for them or under their authority or control;
- (c) the Landlord and/or any management company shall use their reasonable endeavours to minimise and mitigate any losses damages delays disruptions or annoyance caused or likely to be caused by reason of any of the aforesaid events matters or things.

8.6 Right for Landlord to nominate another company to perform its obligations in relation to the provision of services

At any time and from time to time during the Term the Landlord may (subject to sub-clauses (a) and (b) of this Clause 8.6) by giving written notice to the Tenant nominate another company with the appropriate standing and expertise to undertake or exercise (or itself again undertake or exercise) all or any of the obligations rights and discretions of the Landlord where provision is made in the alternative for a management company to act in which event:-

- (a) such company shall enter into a deed containing a direct covenant with the Tenant and as a separate covenant with the Landlord in the terms (mutatis mutandis) of Clause 7 of this Lease and the Tenant shall also enter such a deed to covenant with such company in the terms (mutatis mutandis) of the covenants contained in Clauses 9.2 and 9.9 of this Lease;

- (b) the Landlord shall transfer (or shall procure such transfer) to such nominated company or to the Landlord (as the case may be):
- (i) any moneys held by it (or the company until then undertaking or exercising such obligations rights and discretions) for the provision of the Riverside (Phase 1) Estate Services, Shared Items Services, Structural Services and/or the Car Park Services; and
 - (ii) (to the extent that the same is possible) the benefit of any rights vested in the Landlord or the management company (as the case may be) in relation to any plant equipment machinery clothing and other chattels and contracts and other things in action which have been acquired for the provision of the Riverside (Phase 1) Estate Services, Shared Items Services, Structural Services and/or the Car Park Services from moneys contributed by the Tenant and any other tenants and occupiers of the Riverside (Phase 1) Estate as part of the Riverside (Phase 1) Estate Expenditure, Shared Items Expenditure, Structural Expenditure, and/or the Car Park Expenditure;
- (c) any reference in this Lease to a management company shall be construed as references to such nominated company or the Landlord (as the case may be); and
- (d) until such time as the Tenant shall have entered into the deed referred to in Clause 8.6(a), the benefit of the Tenant's covenants to the Landlord in Clauses 9.2 and 9.9 shall be enforceable by such nominated company.

8.7 Covenants by other tenants

Save as may be expressly granted by this Lease nothing shall give the Tenant the benefit of or the right to enforce or to prevent the release or modification of any rights, easements, covenants agreements or conditions in respect of any property not comprised in this Lease.

8.8 Jubilee Line Extension

The Tenant agrees with the Landlord and any management company that notwithstanding any other provision of this Lease the Tenant will have no claim against the Landlord or any management company in connection with or arising from any works carried out on beneath or in the vicinity of the Riverside (Phase 1) Estate by or on behalf of London Underground Limited or London Regional Transport for the purpose of or in connection with the construction of the Jubilee Line Extension to the London Underground system.

8.9 Imposition or waiver etc of regulations

- (a) The Landlord reserves the right to impose rescind alter or waive any of the Riverside (Phase 1) Estate Regulations and Car Park Regulations respectively at any time where it is reasonably necessary desirable or proper in the interests of good estate management and no alteration or waiver in favour of one tenant of the Riverside (Phase 1) Estate shall operate as an alteration or waiver in favour of any other tenants of the Riverside (Phase 1) Estate.
- (b) Neither the Landlord nor any management company shall be responsible to the Tenant for the non-observance by any tenant of the Riverside (Phase 1) Estate or any other person (other than the Landlord or such management company as the case may be) of any of the Riverside (Phase 1) Estate Regulations or the Car Park Regulations.

Provided always that in this regard:

- (a) the Landlord and any management company will not unfairly discriminate between the Tenant and the other tenants, occupiers and users of the Riverside (Phase 1) Estate;
- (b) to the extent that the Tenant would be adversely affected by any failure of a third party to perform and observe the Riverside (Phase 1) Estate Regulations or the Car Park Regulations, the Landlord and any management company shall, if it is

reasonable to do so and at the Tenant's request and cost, take such action as may be available to it or them to enforce such Riverside (Phase 1) Estate Regulations and/or Car Park Regulations.

8.10 Invalidity of certain provisions

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

8.11 Notices

- (a) Any demand or notice required to be made given to or served on any party under this Lease shall be in writing and shall be validly made given or served if addressed to such party (and if there shall be more than one of them then any one of them) and delivered personally or sent by pre-paid registered or recorded delivery mail or by telex or fax addressed (in the case of a company) to its registered office or address for service in England and Wales or (whether a company or individual) its last known address.
- (b) Any notice required to be given to or served on any management company shall be in writing and shall be validly given or served if addressed to such management company and delivered personally or sent by pre-paid registered or recorded delivery mail or sent by telex or fax to its registered office.

8.12 Power to act on default by the Landlord or management company

If at any time the Landlord or any management company shall fail to comply, with Clause 5.5 or any covenant on its part to carry out the Riverside (Phase 1) Estate Services the Shared Items Services or the Structural Services or any part thereof, the Tenant may give written notice to the Landlord or such management company (as the case may be)

giving particulars of such non-compliance and requiring the Landlord or such management company (as the case may be) to remedy the breach within a reasonable period of time and in the event of failure within such period to take steps to remedy the breach, the Tenant shall, following reasonable prior notice in writing (except in emergency), be entitled to enter and remain (for so long as reasonably required) on such part or parts of the Retained Land as necessary to remedy the same and the reasonable and proper costs thereby incurred shall be reimbursed by the Landlord or such management company (as the case may be) to the Tenant following receipt of a written request for reimbursement from the Tenant together with interest at Base Rate from the date the Tenant makes the request for reimbursement until the date of payment

8.13 Power to act on default by the Tenant

If at any time the Tenant shall fail to comply with Clause 4.4, the Landlord may give written notice to the Tenant giving particulars of such non-compliance and requiring the Tenant to remedy the breach within a reasonable period of time and in the event of failure within such period to take steps to remedy the breach, the Landlord shall, following reasonable prior notice in writing (except in emergency), be entitled to enter and remain (for so long as reasonably required) on such part or parts of the Demised Premises as necessary to remedy the same and the reasonable and proper costs thereby incurred shall be reimbursed by the Tenant to the Landlord following request of a written request for reimbursement from the Landlord together with interest at Base Rate from the date the Landlord makes the request for reimbursement until the date of payment

8.14 No Lien

Notwithstanding that further moneys may become payable to the Landlord under this Lease neither the Landlord nor any mortgagee or any person deriving title through or under the Landlord shall be entitled to any lien in respect of the Demised Premises or any part thereof and the Landlord shall not register nor seek to register (and shall procure that no other person shall do so) any entry at HM Land Registry in relation to any additional money due to be paid to the Landlord under this Lease, it being accepted that the Landlord shall rely solely upon the personal obligations of the Tenant in relation thereto

9. **SERVICE CHARGE**

9.1 FOR the purpose of this Lease the following expressions shall have the following meanings (unless and until the Landlord and the Tenant agree (each acting reasonably) otherwise to reflect the as-built situation):-

(a) **"Car Park Computing Date"** means the first day of April in each year and the anniversary of that date in each succeeding year or such other date as the Landlord or any management company may from time to time nominate

(b) **"Car Park Estate Service Charge Percentage"** means the figure calculated as follows:-

$$\frac{X}{Y} \times 100$$

where: -

X = the Gross Internal Area of the Car Park

Y = the aggregate Gross Internal Area of the buildings (including the Car Park) for the time being on the Riverside (Phase 1) Estate

(c) **"Car Park Expenditure"** means the aggregate of:-

(i) all costs fees expenses and outgoings whatsoever (whether or not of a recurring nature) incurred in respect of or incidental to the provision of all or any of:-

(1) the Car Park Services and

(2) the costs and expenses set out in Part III of the Fourth Schedule hereto incurred in connection with the Car Park Services

and (when any expenditure is incurred in relation to the Car Park and other premises) the proportion of such expenditure which is reasonably attributable to the Car Park as determined from time to time by the Car Park Surveyor

- (ii) such sums as the Landlord or any management company (as the case may be) shall consider desirable to set aside from time to time (which setting aside shall be deemed to be an item of expenditure actually incurred) for the purpose of providing for periodically recurring items of expenditure whether or not of a capital nature and whether recurring at regular or irregular intervals and for anticipated expenditure in respect of any of the Car Park Services to be provided or other items within Part III of the Fourth Schedule (the "Car Park Reserve Fund")
- (iii) the cost of replacement of any item where such replacement is reasonably necessary whether or not the replacement item is of a superior quality design or utility to the item being replaced
- (iv) the Car Park Estate Service Charge Percentage of the Riverside (Phase 1) Estate Service Charge
- (v) Not used
- (vi) any VAT or other tax payable on or in connection with any such items in paragraphs (i) (ii) (iii) and (iv) above (so far as not recoverable by the Landlord or any management company (as the case may be) as an input credit)

but shall exclude any capital expenditure incurred in the initial construction of the Car Park or for the purpose of the initial establishment of the services described in the Fourth Schedule

- (d) **"Car Park Financial Year"** means the period from a Car Park Computing Date to but not including the next succeeding Car Park Computing Date
- (e) **"Car Park Service Charge Percentage"** means the figure calculated as follows:-

$$\frac{X}{Y} \times 100$$

where:-

"X" = the number of car parking spaces included in the Demised Premises and

"Y" = the total number of car parking spaces from time to time in the Car Park

- (f) **"Car Park Services"** means the services set out in Part II of the Fourth Schedule insofar as the same are attributable to the Car Park
- (g) **"Car Park Surveyor"** means a chartered surveyor or firm of chartered surveyors appointed or employed by the Landlord or any management company to perform the functions of the Car Park Surveyor hereunder
- (h) **"Estimated Car Park Expenditure"** means for any Car Park Financial Year such sum as the Landlord or any management company (as the case may be) shall notify in writing to the Tenant as a reasonable estimate of the Car Park Expenditure for such Car Park Financial Year after deducting any anticipated Car Park Appropriation (as defined in Clause 9.3(a)) provided that the Landlord or any management company (as the case may be) may from time to time during any such Car Park Financial Year notify the Tenant in writing of a revised figure for the Estimated Car Park Expenditure

- (i) **"Estimated Riverside (Phase 1) Estate Expenditure"** shall have the like meaning as "Estimated Car Park Expenditure" save that the words "Car Park" where they appear in the latter definition shall be deleted and the word "Riverside (Phase 1) Estate" substituted therefor
- (j) **"Estimated Shared Items Expenditure"** means for any Riverside (Phase 1) Estate Financial Year such sum as the Landlord or any management company (as the case may be) shall notify in writing to the Tenant as a reasonable estimate of the Shared Items Expenditure for such Riverside (Phase 1) Estate Financial Year after deducting any anticipated Shared Items Appropriation (as defined in Clause 9.3(a)) provided that the Landlord or any management company (as the case may be) may from time to time during any such Riverside (Phase 1) Estate Financial Year notify the Tenant in writing of a revised figure for the Estimated Shared Items Expenditure
- (k) **"Estimated Structural Expenditure"** means for any Riverside (Phase 1) Estate Financial Year such sum as the Landlord or any management company (as the case may be) shall notify in writing to the Tenant as a reasonable estimate of the Structural Expenditure for such Riverside (Phase 1) Estate Financial Year after deducting any anticipated Structural Appropriation (as defined in Clause 9.3(a)) provided that the Landlord or any management company (as the case may be) may from time to time during any such Riverside (Phase 1) Estate Financial Year notify the Tenant in writing of a revised figure for the Estimated Structural Expenditure
- (l) **"Relevant Advance Payment"** shall mean (as the case may require) the aggregate of all Riverside (Phase 1) Estate Payments on Account made in any Riverside (Phase 1) Estate Financial Year the aggregate of all Structural Payments on Account made in any Riverside (Phase 1) Estate Financial Year or the aggregate of all Car Park Payments on Account made in any Car Park Financial Year

- (m) **"Relevant Estimated Expenditure"** means all or any of the Estimated Riverside (Phase 1) Estate Expenditure the Estimated Shared Items Expenditure the Estimated Structural Expenditure and the Estimated Car Park Expenditure as the case may require
- (n) **"Relevant Expenditure"** means the Riverside (Phase 1) Estate Expenditure the Shared Items Expenditure the Structural Expenditure or the Car Park Expenditure as the case may require
- (o) **"Relevant Financial Year"** means the Riverside (Phase 1) Estate Financial Year or the Car Park Financial Year as the case may require
- (p) **"Relevant Service Charge Percentage"** means
- (1) in the case of the Structural Expenditure (and the Estimated Structural Expenditure) a fair and reasonable proportion properly attributable to the Demised Premises
 - (2) in the case of the Car Park Expenditure (and the Estimated Car Park Expenditure) the Car Park Service Charge Percentage
 - (3) in the case of the Riverside (Phase 1) Estate Expenditure (and the Estimated Riverside (Phase 1) Estate Expenditure) the Riverside (Phase 1) Estate Service Charge Percentage and
 - (4) in the case of the Shared Items Expenditure (and the Estimated Shared Items Expenditure) a fair and reasonable proportion properly, attributable to the Demised Premises

- (q) **"Relevant Surveyor"** means the Riverside (Phase 1) Estate Surveyor or the Car Park Surveyor as the case may require
- (r) **"Riverside (Phase 1) Estate Computing Date"** means the first day of April in each year and the anniversary of that date in each succeeding year or such other date as the Landlord or any management company may from time to time nominate
- (s) **"Riverside (Phase 1) Estate Expenditure"** means the aggregate of:-
- (i) all costs fees expenses and outgoings whatsoever (whether or not of a recurring nature) incurred in respect of or incidental to the provision of all or any of (1) the Riverside (Phase 1) Estate Services and (2) the costs and expenses set out in Part III of the Fourth Schedule hereto incurred in connection with the Riverside (Phase 1) Estate Services (whether or not the Landlord or any management company (as the case may be) is obliged by this Lease to incur the same) and (when any expenditure is incurred in relation to the Riverside (Phase 1) Estate and other premises) the proportion of such expenditure which is reasonably attributable to the Riverside (Phase 1) Estate as determined from time to time by the Riverside (Phase 1) Estate Surveyor
 - (ii) such sums as the Landlord or any management company (as the case may be) shall consider desirable to set aside from time to time (which setting aside shall be deemed to be an item of expenditure actually incurred) for the purpose of providing for periodically recurring items of expenditure, whether or not of a capital nature and whether recurring at regular or irregular intervals and for anticipated expenditure in respect of any of the Riverside (Phase 1) Estate Services to be provided or other items within Part III of the Fourth Schedule (the "Riverside (Phase 1) Estate Reserve Fund")

- (iii) the cost of replacement of any item where such replacement is reasonably necessary whether or not the replacement item is of a superior quality design or utility to the item being replaced
- (iv) Not used
- (v) any VAT or other tax payable on or in connection with any such items in paragraphs (i) (ii) (iii) and (iv) above (so far as not recoverable by the Landlord or any management company (as the case may be) as an input credit)

but shall exclude

- (aa) any capital expenditure incurred in the initial construction of any building or erection within the Riverside (Phase 1) Estate or for the initial creation of the Common Parts or for the purpose of the initial establishment of the services described in the Fourth Schedule
- (bb) any expenditure referable to operating charges and expenses and maintenance of any Car Park
- (cc) any expenditure incurred in rebuilding or reinstating the Riverside (Phase 1) Estate or any part following damage or destruction by an Insured Risk
- (dd) any expenditure referable to the Shared Items Services

(t) **"Riverside (Phase 1) Estate Financial Year"** means the period from a Riverside (Phase 1) Estate Computing Date to but not including the next succeeding Riverside (Phase 1) Estate Computing Date

(u) **"Riverside (Phase 1) Estate Service Charge Percentage"** means the figure calculated as follows:-

$$\frac{X}{Y} \times 100$$

Y

where:-

X = the Gross Internal Area of the Demised Premises (excluding any part of the Car Park) and

Y = the aggregate Gross Internal Area of the buildings (Including the Car Park) for the time being on the Riverside (Phase 1) Estate

(v) **"Riverside (Phase 1) Estate Services"** means the services set out in Part II of the Fourth Schedule insofar as the same are attributable to the Common Parts

(w) **"Riverside (Phase 1) Estate Surveyor"** means a chartered surveyor or firm of chartered surveyors appointed or employed by the Landlord or any management company to perform the functions of the Riverside (Phase 1) Estate Surveyor under this Lease

(x) **"Shared Items"** means such items of plant and machinery and/or such parts of the Riverside (Phase 1) Estate as are intended for the common use of or serve both parts (including the whole) of the Demised Premises and parts (including the whole) of the buildings for the time being on the Retained Land but not the whole (or substantially the whole) of both of them as reasonably determined from time to time by the Riverside (Phase 1) Estate Surveyor

- (y) "Shared Items Expenditure" means the aggregate of:-
- (i) all costs fees expenses and outgoings whatsoever (whether or not of a recurring nature) incurred in respect of or incidental to the provision of all or any of (1) the Shared Items Services and (2) the costs and expenses set out in Part III of the Fourth Schedule hereto incurred in connection with the Shared Items Services (whether or not the Landlord or any management company (as the case may be) is obliged by this Lease to incur the same)
 - (ii) such sums as the Landlord or any management company (as the case may be) shall consider desirable to set aside from time to time (which setting aside shall be deemed to be an item of expenditure actually incurred) for the purpose of providing for periodically recurring items of expenditure whether or not of a capital nature and whether recurring at regular or irregular intervals and for anticipated expenditure in respect of any of the Shared Items Services to be provided or other items within Part III of the Fourth Schedule (the "Shared Items Reserve Fund")
 - (iii) the cost of replacement of any item where such replacement is reasonably necessary whether or not the replacement item is of a superior quality design or utility to the item being replaced
 - (iv) Not used
 - (v) any VAT or other tax payable on or in connection with any such items in paragraphs (i) (ii) (iii) and (iv) above (so far as not recoverable by the Landlord or any management company (as the case may be) as an input credit)

but shall exclude

- (aa) any capital expenditure incurred in the initial construction or installation of any Shared Item or for the purpose of the initial establishment of the services described in the Fourth Schedule
 - (bb) any expenditure referable to operating charges and expenses and maintenance of any Car Park
 - (cc) any expenditure incurred in rebuilding or reinstating the Riverside (Phase 1) Estate or any part following damage or destruction by an Insured Risk
- (z) **"Shared Items Services"** means the services set out in Part II of the Fourth Schedule insofar as the same are attributable to the Shared Items
- (aa) **"Shared Structural Elements"** means the structures (including foundations) or parts thereof on the Riverside (Phase 1) Estate as at Practical Completion which form part of the structure of and/or support of both any part of the buildings and/or structures then part of the Demised Premises and any part of the buildings and/or structures then forming part of the Retained Land
- (bb) **"Structural Expenditure"** means the aggregate of:-
- (i) all costs fees expenses and outgoing whatsoever (whether or not of a recurring nature) incurred in respect of or incidental to the provision of all or any of (1) the Structural Services and (2) the costs and expenses set out in Part IV of the Fourth Schedule (whether or not the Landlord or any management company is obliged by this Lease to incur the same) and (when any expenditure is incurred in relation to the Shared Structural Elements and other premises) the proportion of such expenditure which

is reasonably attributable to the Shared Structural Elements as determined from time to time by the Riverside (Phase 1) Estate Surveyor

- (ii) such sums as the Landlord or any management company shall consider desirable to set aside from time to time (which setting aside shall be deemed to be an item of expenditure actually incurred) for the purpose of providing for periodically recurring items of expenditure whether or not of a capital nature and whether recurring at regular or irregular intervals and for anticipated expenditure in respect of any of the Structural Services to be provided or other items within Part IV of the Fourth Schedule (the "Structural Reserve Fund')
- (iii) the cost of replacement of any item where such replacement is reasonably necessary whether or not the replacement item is of a superior quality design or utility to the item being replaced
- (iv) Not used
- (v) any VAT or other tax payable on or in connection with any such items in paragraphs (i) (ii) (iii) and (iv) above (so far as not recoverable by the Landlord or any management company as an input credit)

but shall exclude

- (aa) any capital expenditure incurred in the initial construction of the Shared Structural Elements
- (bb) any expenditure incurred in rebuilding or reinstating the Shared Structural Elements or any part following damage or destruction by an Insured Risk

- 9.2 (a) The Tenant covenants with the Landlord to pay to the Landlord or any management company (as the case may be):-
- (i) the Relevant Service Charge Percentage of each of the Relevant Estimated Expenditure in advance by equal half yearly instalments on the Half Yearly Days in relation to all Lettable Areas comprising residential apartments and by equal quarterly instalments on the Quarterly Days in relation to all Lettable Areas used for commercial uses during each Relevant Financial Year the first payment of each being a proportionate sum in respect of the period from and including Practical Completion to the next Half Yearly Day or the next Quarterly Day as appropriate thereafter to be made on the later of Practical Completion or 20 Business Days after receipt of details of the Relevant Estimated Expenditure and
 - (ii) (if the Relevant Estimated Expenditure or any of the Relevant Estimated Expenditure is revised as contemplated above) within 14 days after written demand a fair and reasonable proportion properly attributable to the Demised Premises of the amount by which any such revised figure for the Relevant Estimated Expenditure exceeds the figure previously notified to the Tenant
- (b) Each such payment made by the Tenant under Clause 9.2(a) is referred to herein as (in the case of the Estimated Riverside (Phase 1) Estate Expenditure) a "Riverside (Phase 1) Estate Payment on Account" (in the case of the Estimated Shared Items Expenditure) a "Shared Items Payment on Account" (in the case of Estimated Structural Expenditure) a "Structural Payment on Account" and (in the case of the Estimated Car Park Expenditure) a "Car Park Payment on Account"

9.3 The Landlord or any management company (as the case may be) shall, as soon as reasonably practicable after the end of each Relevant Financial Year (beginning with the Relevant Financial Year commencing on or including Practical Completion) prepare and send to the Tenant:-

- (a) an account or accounts, each duly certified by the Accountant, showing the Riverside (Phase 1) Estate Expenditure, the Shared Items Expenditure, the Structural Expenditure and the Car Park Expenditure for each Relevant Financial Year and the amount (if any) which the Landlord or any management company (as the case may be) has chosen to utilise from the Riverside (Phase 1) Estate Reserve Fund the Shared Items Reserve Fund the Structural Reserve Fund or the Car Park Reserve Fund as the case may be in defraying respectively Riverside (Phase 1) Estate Expenditure Shared Items Expenditure Structural Expenditure or Car Park Expenditure pursuant to Clause 9.7 (respectively "the Riverside (Phase 1) Estate Appropriation" "the Shared Items Appropriation" "the Structural Appropriation" and "the Car Park Appropriation") and containing a fair summary of the various items comprising the Relevant Expenditure with sufficient detail (whether as part of such account(s) or supplied separately) to enable the Tenant (if it so wishes) further to subdivide all or any items of expenditure between the buildings forming part of the Demised Premises and/or the car parking spaces for the time being demised to the Tenant
- (b) Not used
- (c) a statement or statements of each Relevant Service Charge Percentage of each Relevant Expenditure for each Relevant Financial Year after taking into account as the case may require the Riverside (Phase 1) Estate Appropriation the Shared Item Appropriation the Structural Appropriation or the Car Park Appropriation and the same shall (save for obvious error) be conclusive evidence for the purposes of this Lease of all matters of fact referred to in each said account certificate and statement

9.4 Prior to or at Practical Completion the Landlord and the Tenant shall use all reasonable endeavours to agree (and in the event of failure to agree the same shall be determined by an expert to be appointed on the application of either party by the President (or other

proper officer) of the Royal Institution of Chartered Surveyors) the calculation as at Practical Completion of the Riverside (Phase 1) Estate Service Charge Percentage and the Car Park Service Charge Percentage which shall be used for the purposes of Clause 9.2 until such time as a certificate is issued by the Relevant Surveyor pursuant to Clause 9.3

- 9.5 (a) If the Relevant Service Charge Percentage of the Relevant Expenditure for any Relevant Financial Year (after taking into account as the case may require the Riverside (Phase 1) Estate Appropriation the Shared Items Appropriation the Structural Appropriation or the Car Park Appropriation) shall exceed the Relevant Advance Payment for that Relevant Financial Year the excess shall be paid by the Tenant to the Landlord or any management company (as the case may be) on demand
- (b) If the Relevant Service Charge Percentage of the Relevant Expenditure for any Relevant Financial Year (after taking into account as the case may require the Riverside (Phase 1) Estate Appropriation the Shared Items Appropriation the Structural Appropriation or the Car Park Appropriation) shall be less than the Relevant Advance Payment for that Relevant Financial Year the overpayment made by the Tenant shall be credited to the Tenant against the next Riverside (Phase 1) Estate Payment on Account, Shared Items Payment on Account, Structural Payment on Account or Car Park Payment on Account as the case may require
- 9.6 Any omission by the Landlord or any management company (as the case may be) to include in Relevant Expenditure in any Relevant Financial Year a sum expended in that Relevant Financial Year shall not preclude from including such sum in Relevant Expenditure in any subsequent Relevant Financial Year as the Landlord or any management company (as the case may be) shall reasonably determine

9.7 Each of the Riverside (Phase 1) Estate Reserve Fund the Shared Items Reserve Fund the Structural Reserve Fund and the Car Park Reserve Fund shall be held upon trust during the Perpetuity Period for the persons who from time to time shall be tenants of the Riverside (Phase 1) Estate or in the case of the Car Park Reserve Fund, the persons who from time to time shall be entitled to use the Car Park and each shall be held in a separately designated interest bearing bank account and the Landlord or any management company (as the case may be) shall utilise the same, with interest accruing thereon but after deducting tax payable thereon and on such interest in defraying expenditure of the nature referred to in Clause 9.1(s)(ii) (in the case of the Riverside (Phase 1) Estate Reserve Fund) and in the corresponding paragraph of the definitions of Shared Items Expenditure (in the case of the Shared Items Reserve Fund), Car Park Expenditure (in the case of the Car Park Reserve Fund) and Structural Expenditure (in the case of the Structural Reserve Fund) and at the expiry of the Perpetuity Period the sums standing to the credit of each of the Riverside (Phase 1) Estate Reserve Fund the Shared Items Reserve Fund the Structural Reserve Fund and the Car Park Reserve Fund and unexpended shall be paid respectively to the persons who shall then be the tenants of the Riverside (Phase 1) Estate or (as the case may be) the persons who shall then be entitled to use the Car Park in shares equal to their respective responsibility at that time for Riverside (Phase 1) Estate Expenditure Shared Items Expenditure Structural Expenditure or Car Park Expenditure (as the case may be)

9.8 The Landlord or any management company may discontinue withhold add to commence extend vary or make any alterations to any of the Riverside (Phase 1) Estate Services the Shared Items Services the Structural Services or the Car Park Services or any of the items referred to in Part III or Part IV of the Fourth Schedule from time to time if the Landlord or such management company shall reasonably deem it desirable to do so in the interests of (or for the comfort of) the owners and tenants on or for the efficient management security and operation of the Riverside (Phase 1) Estate the Shared Structural Elements or the Car Park (as the case may be) or for any other reason in the interests of good estate management

- 9.9 The Tenant covenants with the Landlord that the Tenant will pay on demand such charge as may reasonably be determined by the management company in respect of any service (whether or not constituting a Riverside (Phase 1) Estate Service a Shared Items Service a Structural Service or a Car Park Service) provided at the request of the Tenant to or for the benefit of the Tenant (whether or not exclusively) at a time or in circumstances when or in which such service would not have been provided but for such request
- 9.10 Payment to any management company direct by tenants and occupiers of the whole or parts of the Demised Premises (whose interest is derived out of the Tenant's interest hereunder) of sums representing Services Rent or other monies payable by the Tenant under this Clause 9 shall be credited against the liability of the Tenant and reduce any sums due from the Tenant under this Clause 9
- 9.11 The provisions of this Clause shall continue to apply notwithstanding the expiration or sooner determination of the Term but only in respect of the period down to such expiration or sooner determination, the fair and reasonable proportion of the Relevant Expenditure payable for that Relevant Financial Year being calculated accordingly
- 9.12.1 Where any of the Services set out in Part II of the Fourth Schedule or any of the costs and expenses set out in Part III of the Fourth Schedule or any of the Service Areas defined in Part I of the Fourth Schedule relate exclusively (save for any de minimis part) to the Demised Premises then the whole cost of the expenditure thereon (being expenditure of an equivalent or like nature to the heads of expenditure relating to Shared Items in the definition of Shared Items Expenditure) shall be charged to the Tenant in the Services Rent as an item of Shared Items Expenditure on the basis that the whole cost thereof is a fair and reasonable proportion properly attributable to the Demised Premises
- 9.12.2 For the avoidance of doubt where any Services as set out in Part II of the Fourth Schedule or any costs and expenses as set out in Part III of the Fourth Schedule or any Serviced Areas as defined in Part I of the Fourth Schedule relate exclusively to the Retained Land

or relate exclusively (save for any de minimis part) to the Retained Land then none of the expenditure thereon shall be included in the Services Rent

9.13 The Tenant will pay to the Landlord the Promotion Charge by equal quarterly payments in advance on the Quarterly Days with effect from the Practical Completion Date

10. **MUTUAL DECLARATION AS TO RIGHTS OF LIGHT AND AIR**

The Landlord agrees and declares that it has not by virtue of this Lease acquired any rights to light and air over the Demised Premises and the Tenant agrees and declares that it has not by virtue of this Lease acquired any rights to light and air over the Retained Land

11. **NEW TENANCY**

The Lease constitutes a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

12. **STAMP DUTY CERTIFICATE**

It is hereby certified that there is no agreement for a lease (or tack) to which this Lease gives effect

IN WITNESS whereof these presents have been executed by the parties hereto as a deed which is intended to be and is hereby delivered on the day and year first above written

THE FIRST SCHEDULE

(Tenant's Rights)

1. **General Riverside (Phase 1) Estate Access**

The right for the Tenant and all persons expressly or by implication authorised by the Tenant (in common with the Landlord and any management company and all other persons having like rights) at all times and for all proper purposes:-

- (a) to pass and repass with or without vehicles over and along all roads accesses egresses and pavements within (i) the area shown coloured brown on the Plans but excluding any individual parking space in the Car Park from time to time so designated by the Landlord acting reasonably as a parking space from time to time comprised in the Common Parts and intended for vehicular access and (ii) within the area shown coloured orange on the Plans to stop or park cars on a purely temporary basis solely for purposes of picking up or dropping off persons or things in the areas coloured orange on the Plans provided that such motor vehicles are not left unattended and are not permitted to remain in such area for longer than is strictly necessary for the purpose of dropping off or picking up as aforesaid;
- (b) to pass and repass on foot only over and along such roads, accesses, egresses, (including where appropriate accesses and egresses for use by disabled persons) pavements, footpaths, malls, walkways, concourses, circulation areas, staircases, travolators, escalators, ramps and lifts within the area coloured blue on the Plans as are from time to time comprised in the Common Parts and intended for pedestrian access
- (c) to use the garden areas shown coloured green on the Plans for pedestrian access and recreational use

during such time (if any) as any of the said roads, accesses, egresses, pavements, footpaths, malls, walkways, concourses, circulation areas, gardens, staircases, travolators, escalators, ramps or lifts are not adopted by the highway or other relevant authority and become public thoroughfares Provided that the Landlord may alter add to extend vary stop-up reposition or make any alterations to any of the same from time to time provided that, wherever possible, alter-native means of access (including where appropriate access for disabled persons) not materially less convenient to the Tenant to the Demised Premises are available ensuring the continuance of the Tenant's and such persons' access to and use and occupation of the Demised Premises

2. **Common Parts**

The right for the Tenant and all persons expressly or by implication authorised by the Tenant (in common with the Landlord and any management company and all other persons having the like right) to use such parts of the Common Parts as are not referred to in Paragraph 1 during, where the concept is applicable, such time (if any) as the same are not public thoroughfares and for the purposes for which they are intended Provided that the Landlord may alter, add to, extend, vary, stop-up, reposition or make any alterations to the Common Parts or any part or parts thereof from time to time but not so that the Tenant's use and occupation of the Demised Premises is thereby materially adversely affected

3. **Pipes**

The right to the free passage and running of water sewage surface water drainage gas electricity telecommunications and other services or supplies to and from the Demised Premises (subject to the Tenant not overloading or damaging the same) in and through the Pipes in the Riverside (Phase 1) Estate from time to time serving the Demised Premises in common with the Landlord and all other persons having the like right together with the right to lay and construct new Pipes in order to service the Demised Premises and to make connections into any existing or new Pipes subject to:

- (a) there being in the reasonable opinion of the Landlord or any management company sufficient capacity (taking into account actual and anticipated demand) within the Pipe into which the connection is made, so that the making of the connection will not overload the relevant Pipe and so that the Tenant shall not at any time overload or damage the same;
- (b) the Tenant making any payments required by any third party in relation to this right;
- (c) the route of any new Pipe or connecting Pipe running through or beneath the Demised Premises and/or the Common Parts only;

- (d) the Tenant being solely responsible for all costs associated with the installation of any new Pipe and for the making of any connection to any Pipes and if the Tenant makes exclusive use of any connecting Pipes or new Pipes it shall be solely responsible for the maintenance and repair of such Pipe and to the extent that any connecting Pipe or new Pipe does not form part of the Common Parts and is used in common the Tenant will pay to the Landlord (on demand) a reasonable proportion (according to user) of the costs of maintenance and repair of such connecting or new Pipe

PROVIDED ALWAYS that the Landlord may vary the route of or alter all or any such services or supplies from time to time and the rights hereby granted shall thereupon apply to such services and supplies as varied or altered subject to the Landlord endeavouring to minimise any disruption caused thereby and endeavouring to ensure that so far as shall be reasonably possible no interruption in such services or supplies shall result

4. Entry to other parts of the Riverside (Phase 1) Estate

The right for the Tenant and all other persons authorised by the Tenant in common with the Landlord and any management company and all others having the like rights and easements at all reasonable times to enter and where and to the extent necessary remain with or without workmen, materials and equipment on parts of the Riverside (Phase 1) Estate adjoining the Demised Premises in order to carry out works of repair, maintenance, decoration, cleansing, improvement, alteration or redevelopment to any part of the Demised Premises or the Pipes exclusively serving the same or to execute the rights given to the Tenant under Paragraph 3 or Clause 8.12 on the following terms and conditions:-

- (a) the Tenant shall except in case of emergency give reasonable prior written notice to the Landlord and the occupiers (if any) of such adjoining premises of its intention to exercise such right

- (b) the Tenant shall only exercise such right insofar as it cannot reasonably carry out such works from within the Demised Premises; and
- (c) the Tenant shall cause as little inconvenience and damage as reasonably possible and shall without delay make good to the reasonable satisfaction of the Landlord and the occupiers of the adjoining premises all physical damage thereby occasioned to such adjoining premises or any other part of the Riverside (Phase 1) Estate and shall indemnify the Landlord and the occupiers of the adjoining premises in respect of all loss, damage or cost caused as a result of such entry

5. **Support**

The right of support, protection and shelter for the benefit of the Demised Premises from any other part of the Riverside (Phase 1) Estate as enjoyed at Practical Completion

6. **Scaffolding**

The right with the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to erect scaffolding (on the Demised Premises or on the Common Parts) for such time as is reasonably necessary for the purposes of maintaining, repairing, cleaning, decorating, treating, renewing, improving or redeveloping any buildings or structures hereafter erected on or in the Demised Premises or in connection with the exercise of any of the rights mentioned in this Schedule Provided that such scaffolding does not materially adversely restrict access to the buildings or structures for the time being on the Retained Land or to the Common Parts except to the extent that such restriction is unavoidable

7. **Fire Escapes**

The right to enter the Retained Land (in times of emergency or during fire drills) for the purpose of obtaining access to or using any of the fire escapes or routes of escape in the Retained Land whether or not in existence at the date hereof

8. **Affixing of items to the structure of the Building**

The right for the Tenant and all persons expressly or by implication authorised by the Tenant to affix to:

- (a) the interior surface of the walls columns or structural slabs enclosing the Demised Premises such items as will not in any way impair the structural integrity or fire resistant quality of such walls columns or slabs
- (b) the roof of the buildings for the time being forming part of the Demised Premises items subject to the prior consent of the Landlord which shall only be withheld where the proposed items would materially adversely affect the appearance of the Riverside (Phase 1) Estate

9. **Rights granted in Riverside (Phase 1) Transfer**

- (a) Subject to paragraph 9(b), the right for the Tenant and all persons expressly or by implication authorised by the Tenant (in common with the Landlord and any management company and all other persons having a like right) to exercise such of the rights which are granted to the Landlord by Canary Wharf Investments Limited and/or Canary Wharf Limited in or of which the Landlord has the benefit by virtue of the Riverside (Phase 1) Transfer as are necessary or desirable for the beneficial use occupation maintenance repair renewal or redevelopment of the Demised Premises but subject always to the Tenant or those authorised by the Tenant observing and performing all conditions and obligations, where applicable, attached to or arising as a result of the exercise of any such right (whether or not expressed as to be observed and performed by the Transferee as defined in the Riverside (Phase 1) Transfer or by the person exercising such rights)
- (b) Paragraph 9(a) does not extend to the right set out in paragraph 3 of the First Schedule to the Riverside (Phase 1) Transfer nor the right (if any) to use any land as a lay-by or stopping off point for vehicles nor the benefit of the covenants contained in Part 1 of the Eleventh Schedule to the Riverside (Phase 1) Transfer

nor (for the avoidance of doubt) to any rights over other phases of the Riverside development at Canary Wharf not comprised in the Riverside (Phase 1) Estate and in relation to any part of the Demised Premises not comprised in the Riverside (Phase 1) Transfer such rights are only granted to the extent that the Landlord has power to grant the same

10. **Use of vents**

The right to the use of all and any vents serving the car parking area within and/or other parts of the Demised Premises below 11.30m AOD whether or not in existence at the date hereof

11. **Right to overhang**

Subject to obtaining the prior written consent of the Landlord or any management company (such consent not to be unreasonably withheld or delayed) and to compliance by the Tenant with the reasonable requirements of the Landlord or any management company imposed in accordance with the principles of good estate management the right to overhang the Retained Land from time to time on a temporary basis to the extent and for such period as is reasonably necessary for the carrying out of work of cleansing, treatment, decoration, repair, maintenance or renewal of any parts of the Demised Premises

PROVIDED THAT any rights or easements granted in this Schedule over anything which is not in being at the Term Commencement Date shall be effective only in relation to any such thing which comes into being before the expiry of the Perpetuity Period

THE SECOND SCHEDULE
(Exceptions and Reservations)

The following rights and easements are excepted and reserved out of the Demised Premises to the Landlord and all other persons authorised by the Landlord or having the like rights and easements

1. **General Access**

The right at all times and for all proper purposes so far as necessary for the beneficial use and enjoyment of the Retained Land:-

- (a) to pass and repass with or without vehicles over and along any roads, accesses, egresses and pavements from time to time comprised in the Demised Premises and intended for vehicular or pedestrian use (as the case may be) as Common Parts, Shared Items or accessways within the Car Park but excluding any individual parking space in such part of the Car Park from time to time so designated by the Tenant acting reasonably as a parking space;
- (b) to pass and repass on foot only over and along such accesses, egresses, pavements, footpaths, malls, walkways, concourses, circulation areas, gardens, staircases, travolators, escalators, ramps and lifts as are from time to time comprised in the Demised Premises and intended for pedestrian access as Common Parts or Shared Items;
- (c) to use such parts of the Demised Premises as comprise Common Parts or Shared Items as are not referred to in sub-paragraphs (a) and (b) above

until such time (if any) as any of the said roads, accesses, egresses, pavements, footpaths, malls, walkways, concourses, circulation areas, gardens, staircases, travolators, escalators, ramps or lifts are adopted by the highway or other relevant authority and become public thoroughfares.

Provided that the Tenant may, alter, add to, extend, vary, stop-up, reposition or make any alterations to any of the same from time to time provided that adequate alternative means of access to the Retained Land are available ensuring the continuance of access to, and use and occupation of, the Retained Land.

2. **Pipes**

The right to the free passage and running of water sewage surface water drainage gas electricity telecommunications and other services or supplies to and from the Retained Land in and through any of the Pipes which may at any time be in under or passing through or over the Demised Premises provided always that the Tenant may (subject to the Tenant using its reasonable endeavours to minimise any disruption caused thereby and using its reasonable endeavours to ensure that so far as reasonably possible no interruption in such services or supplies shall result so that the rights to passage and running of such matters shall be available at all times necessary to the use of the Retained Land) vary the route of such services or supplies and the rights hereby granted shall thereupon apply to such services and supplies as varied

3. **Entry**

The right at all reasonable times upon reasonable prior written notice except in cases of emergency to enter the Demised Premises in order to:-

- (a) inspect cleanse maintain repair connect to remove lay renew re-lay, replace with others alter or execute any works whatsoever to or in connection with the Pipes and any other services (not exclusively serving the Demised Premises) in or accessible from the Demised Premises
- (b) execute repairs decorations alterations and other works and to make installations to the Retained Land or to do anything whatsoever which the Landlord or any management company may do under this Lease

- (c) carry out any work required for the purposes of Riverside (Phase 1) Estate Services the Shared Items Services the Structural Services and/or the Car Park Services

PROVIDED THAT the Landlord or the person exercising the foregoing rights shall cause as little inconvenience or damage reasonably possible and shall make good without delay any damage thereby caused to the Demised Premises

4. **Scaffolding**

The right to erect scaffolding (whether on the Demised Premises or within the Retained Land) for the purposes of maintaining repairing cleaning decorating treating renewing improving or redeveloping any buildings or structures hereafter erected on the Riverside (Phase 1) Estate or in connection with the exercise of any of the rights mentioned in this Schedule Provided that such scaffolding does not materially adversely restrict access to the Demised Premises except to the extent that such restriction is unavoidable and otherwise notwithstanding that such scaffolding may temporarily restrict the enjoyment or use of the Demised Premises

5. **Support**

The right of support protection and shelter from the Demised Premises for the benefit of the Retained Land and any buildings thereon at Practical Completion

6. **Fire Escapes**

The right to enter the Demised Premises (in times of emergency or during fire drills) for the purpose of obtaining access to or using any of the fire escapes or routes of escape in the Demised Premises whether or not in existence at the date hereof

7. **Building on the Retained Land**

Full right and liberty at any time hereafter to build on or otherwise develop or make any alterations or additions or execute any other works to the Retained Land or any buildings thereon or to erect any new buildings on the Retained Land in such manner as the

Landlord or the person exercising the right shall think fit notwithstanding that the same may obstruct affect or interfere with the passage of light and air to the Demised Premises

8. Alteration of Common Parts

The right to alter add to extend vary stop-up reposition or make any alterations to the Common Parts or any part or parts thereof from time to time if the Landlord shall reasonably deem it desirable to do so for the more efficient management security and operation of the Riverside (Phase 1) Estate or for the comfort of the owners and tenants on the Riverside (Phase 1) Estate (but not so that the Tenant's use and occupation of the Demised Premises is thereby materially adversely affected)

9. Use of Common Parts

The right to regulate and control the use of the Common Parts and in particular (but not by way of limitation) to:-

- (a) make reasonable regulations for the control regulation and limitation of traffic thereon or on any part thereof (including regulations provided for the removal or immobilisation of vehicles parked or left unattended in areas where the same is prohibited) and to erect such signs as may be appropriate;
- (b) use those parts of the Common Parts suitable for the purpose for displays exhibitions or other forms of promotional and other activity and to maintain thereon such garden features appurtenances and fittings of ornament or utility in all cases as the Landlord may from time to time think fit so long as the same shall not be contrary to the principles of good estate management nor materially adversely affect the Tenant's use and occupation of the Demised Premises

10. Affixing of items to walls of the Demised Premises

The right with the consent of the Tenant (such consent not to be unreasonably withheld or delayed (and in the case of CCTV or other security cameras subject to such reasonable restrictions as the Tenant acting reasonably may require)) to affix to any part or parts of

the exterior of the Demised Premises any such items which may be reasonably necessary or desirable in connection with the Riverside (Phase 1) Estate Services or the Shared Items Services or any of the items referred to in the Fourth Schedule including but not limited to directional information panels (including street names) or other articles of a like nature and public lighting (with lamps attached)

PROVIDED THAT any rights or easements excepted and reserved in this Schedule over anything which is not in being at the date hereof shall be effective only in relation to any such thing which comes into being before the expiry of the Perpetuity Period

THE THIRD SCHEDULE

(Matters to which the Demised Premises are subject)

So far as the same relate to or affect the Demised Premises the matters contained or referred to in the entries on the register to Title Number EGL359129 at H.M. Land Registry

THE FOURTH SCHEDULE

**(Car Park Services Riverside (Phase 1) Estate Services
Shared Items Services and Structural Services)**

Part I

(General)

(a) In this Schedule:-

- (i) references to "maintain" shall mean maintain inspect test service repair overhaul amend rebuild renew reinstate replace and shall include where appropriate treat wash down cleanse paint decorate empty and drain and the expression "maintenance" shall be construed accordingly
- (ii) "Services" shall mean Car Park Services Riverside (Phase 1) Estate Services and Shared Items Services jointly or individually or in any combination

- (iii) "Serviced Areas" shall mean the Car Park the Common Parts and the Shared Items jointly or individually or in any combination
- (b) In deciding the extent nature and quality of the relevant Service or Services from time to time the Landlord or any management company (as the case may be) shall at all times act reasonably and in accordance with the principles of good estate management
- (c) In performing the Services and any other services hereunder the Landlord or any management company shall be entitled to employ or procure or permit the employment of managers agents contractors or others

Part II
(the Services)

Subject to paragraphs (b) and (c) above the following services to be carried out in accordance with the principles of good estate management shall constitute the Services:-

1. **Serviced Areas**
To maintain the Serviced Areas
2. **Apparatus plant machinery etc**
To maintain and operate all apparatus plant machinery and equipment comprised in or otherwise serving the Serviced Areas from time to time and the buildings housing them
3. **Pipes**
To maintain all Pipes within the Serviced Areas but (within the Common Parts) only those Pipes the use of which is shared by the Demised Premises with another building or buildings on the Riverside (Phase 1) Estate

4. **Fire alarms etc**

To maintain any smoke and/or smoke fire alarms and ancillary apparatus and fire prevention and fire fighting equipment and apparatus and other safety equipment and ancillary apparatus and systems comprised in the Serviced Areas and in any event to maintain fire and smoke detection fire preventative and fire fighting equipment including sprinklers hydrants hoses reels extinguishers fire alarms fire escapes and fire escape routes and general means of escape to the extent required to comply in relation to the Serviced Areas with statutory requirements and the requirements of responsible authorities or underwriters or insurance companies

5. **Lighting**

To keep lit at appropriate times all appropriate parts of the Serviced Areas

6. **Roads Malls etc open**

Without prejudice to any right of the Landlord or any management company hereunder so far as shall be reasonably practicable to keep open and unobstructed the access and circulation areas the roadways streets plazas malls lifts escalators travolators ramps stairs and other vehicular and pedestrian ways and similar areas comprised in the Serviced Areas (subject only to (a) any temporary closure from time to time or (b) closure at such times as are necessary for reasons of security or reasonable operational purposes)

7. **Security surveillance and visitor control**

To provide security services and personnel including where appropriate in the Landlord's or any management company's (as the case may be) discretion closed circuit television and/or other plant and equipment for the purpose of surveillance and supervision of users of the Serviced Areas

8. **Provision of signs and general amenities**

In the Landlord's or (as the case may be) any management company's discretion to provide and maintain direction signs and notices seats and other fixtures fittings chattels and amenities for the convenience of tenants and their visitors and for the enjoyment or

better enjoyment of such parts of the Serviced Areas as are available from time to time for use by the occupiers of and visitors to the Riverside (Phase 1) Estate and/or members of the public

9. **Ornamental features gardens etc**

In the Landlord's or as the case may be the management company's discretion to provide and maintain hard and soft landscaping and planting within the Serviced Areas and the Tenant's Areas including fountains sculptures architectural artistic or ornamental features or murals and to keep all such parts of the Serviced Areas as may from time to time be laid out as landscaping (including water features) neat clean planted (where appropriate) properly tended and free from weeds and the grass cut

10. **Fixtures fittings etc**

To provide and maintain fixtures fittings furnishings finishes bins receptacles tools appliances materials equipment and other things for the maintenance appearance upkeep or cleanliness of the Serviced Areas and the provision of the services set out in this part of the Schedule

11. **Windows**

As often as the Landlord or as the case may be any management company may consider desirable to clean the exterior and interior of all windows and window frames in any building (or part thereof) included in the Serviced Areas and to provide and maintain cradles runways and carriages in connection with such cleaning

12. **Refuse**

To provide and operate or procure the provision and operation of means of collection compaction and disposal of refuse and rubbish (including litter within the Serviced Areas and if necessary pest control) from the Serviced Areas and other parts of the Riverside (Phase 1) Estate and to provide and maintain plant and equipment for the collection compaction treatment packaging or disposal of the same

13. **Traffic**

(So far as the same are not for the time being the exclusive responsibility of a public authority) to endeavour to control so far as practicable traffic flow and parking within the Car Park and traffic on the roads and service roads forming part of the Serviced Areas and parking therein and for that purpose to provide such working and mechanical systems as the Landlord or (as the case may be) any management company considers appropriate including wheel clamping immobilising and removal of vehicles

14. **Fuel**

To arrange the provision of water fuel oil gas heating cooling air conditioning ventilation electricity and other energy and supply services to the Common Parts as may be required for use in running or operating any service to the Serviced Areas or distributed to occupiers of the Riverside (Phase 1) Estate including so far as appropriate standby power generators and plant excluding any such energy and supply services required to operate the apparatus plant machinery and equipment referred to in the exclusion to paragraph 2 of this Part of this Schedule

15. **Other services**

To provide such other services for the benefit of the Riverside (Phase 1) Estate or the convenience of the users or occupiers thereof as the Landlord or any management company may in accordance with the principles of good estate management consider desirable or appropriate

Part III

(The Costs and Expenses)

1. **Staff**

The cost of staff (Including direct or indirect labour) for the provision of services to the Serviced Areas and for the general management operation and security of the Serviced Areas (including traffic control and policing) and all other incidental expenditure including but not limited to:-

- (a) salaries insurance health pensions welfare severance and other payments contributions and premiums
- (b) the cost of uniforms working clothes tools appliances materials and furniture furnishings stationery items and equipment (including telephones) for the proper performance of the duties of any such staff
- (c) providing maintaining repairing decorating and lighting any accommodation and facilities for staff including any residential accommodation for staff employed on the Serviced Areas and all rates gas electricity and other utility charges in respect thereof and any actual or notional rent for such accommodation

2. **Common Facilities**

The amount which shall require to be paid for or towards the costs charges fees and expenses in making laying repairing maintaining and lighting as the case may be any roads ways forecourts passages pavements any walls or fences any structures Pipes or other conveniences and easements whatsoever which may belong to or be capable of being used or enjoyed by the Riverside (Phase 1) Estate in common with any other property

3. **Outgoings**

All existing and future rates (including water rates) taxes duties charges assessments impositions and outgoings (whether parliamentary parochial local or of any other description and whether or not of a capital or non-recurring nature) payable in respect of the Serviced Areas or any part thereof

4. **Statutory requirements**

The cost of carrying out any works to the Serviced Areas required to comply with any statute

5. **Representations**

The cost of taking any steps deemed desirable or expedient by the Landlord or any management company for complying with making representations against or otherwise contesting the incidence of the provisions of any statute concerning town planning rating public health highways streets drainage and all other matters relating or alleged to relate to the Serviced Areas or the Riverside (Phase 1) Estate as a whole or in which occupiers within the Riverside (Phase 1) Estate have a common interest

6. **Fees of the Riverside (Phase 1) Estate Surveyor and the Accountant**

The proper and reasonable fees costs charges expenses and disbursements of the Car Park Surveyor the Riverside (Phase 1) Estate Surveyor and the Accountant for or in connection with the performance of the duties ascribed to the Car Park Surveyor the Riverside (Phase 1) Estate Surveyor and the Accountant respectively under the provisions of Clause 9

7. **Management**

- (a) The proper and reasonable fees of managing agents employed or retained by the Landlord or any management company for or in connection with the general overall management and administration and supervision of the Riverside (Phase 1) Estate and the Car Park (excluding rent collection)
- (b) A reasonable fee to the Landlord or any management company in connection with the management of the Riverside (Phase 1) Estate

8. **Insurance**

- (a) The cost of insuring:-
 - (i) the Serviced Areas against loss or damage by the Insured Risks in such sum as shall in the Landlord's opinion be the full reinstatement cost thereof and including architects surveyors and other professional fees (and VAT thereon) and expenses incidental thereto the cost of shoring up demolition and site clearance compliance with local authority

requirements and similar expenses and loss of income (if any) for such period as shall be reasonable having regard to the likely period required for obtaining planning permission and reinstating the Serviced Areas

- (ii) any engineering and electrical plant and machinery being part of the Serviced Areas against sudden and unforeseen damage breakdown and inspection to the extent that the same is not covered by sub-paragraph (a)(i) of this paragraph 8
 - (iii) property owners liability and public liability or such other insurances as the Landlord may from time to time deem necessary to effect
 - (iv) all items used or provided in connection with the Services including without limitation all furniture soft furnishings carpet chattels and effects in the Service Areas and all plant machinery tools and equipment
- (b) The cost of periodic valuations for insurance purposes
 - (c) Works required to the Serviced Areas in order to satisfy the insurers of the Serviced Areas
 - (d) Any amount which may be deducted or disallowed by the insurers pursuant to the excess provision in the Landlord's insurance policy upon settlement or adjudication of any claim by the Landlord

9. **Public activities**

The cost of any displays concerts exhibitions or other forms of public entertainment or activity undertaken within the Serviced Areas or for the benefit or enjoyment of the Riverside (Phase 1) Estate or its occupiers

10. **Miscellaneous items**

- (a) Leasing or hiring any of the items referred to in Part II or III of this Schedule
- (b) Interest commission and fees in respect of any moneys included in Car Park Expenditure Shared Items Expenditure and/or Riverside (Phase 1) Estate Expenditure borrowed to finance the provision of services and any of the items referred to in Part II or Part III of this Schedule

Part IV

(Structural Services Costs and Expenses)

1. **Windows**

The cost of cleaning the exterior and (save where the responsibility of a tenant) interior of all windows and window frames in the Shared Structural Elements and of providing and maintaining cradles runways and carriages in connection with such cleaning

2. **Staff**

The cost of staff (including direct or indirect labour) for the provision of Structural Services and all other incidental expenditure including but not limited to:-

- (a) salaries insurance health pension welfare severance and other payments contributions and premiums
- (b) the cost of uniforms working clothes tools appliances materials and furniture furnishings stationery items and equipment (including telephones) for the proper performance of the duties of any such staff
- (c) providing maintaining repairing decorating and lighting any accommodation and facilities for staff including any residential accommodation for staff employed on the Building and all rates gas electricity and other utility charges in respect thereof and any actual or notional rent for such accommodation

3. **Common Facilities**

The amount which shall require to be paid or contributed towards the costs charges fees and expenses in making laying repairing maintaining rebuilding decorating and cleansing as the case may be any of the Shared Structural Elements

4. **Outgoings**

All existing and future rates (including water rates) taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or of any other description and whether or not of a capital or non-recurring nature) payable in respect of the Shared Structural Elements or any part thereof

5. **Statutory requirements**

The cost of carrying out any works to the Shared Structural Elements required to comply with any statute

6. **Representations**

The cost of taking any steps deemed desirable or expedient by the Landlord or any management company for complying with making representations against or otherwise contesting the incidence of the provisions of any statute concerning town planning rating public health and all other matters relating or alleged to relate to the Shared Structural Elements

7. **Building Regulations**

The cost of compliance with the Building Regulations so far as the same relate to the provision of the Structural Services

8. **Fees of the Riverside (Phase 1) Estate Surveyor and the Accountant**

The proper and reasonable fees costs charges expenses and disbursements of the Riverside (Phase 1) Estate Surveyor and the Accountant for or in connection with the performance of the duties ascribed to such Surveyor and the Accountant respectively under the provisions of Clause 9

9. **Management**

- (a) The proper and reasonable fees of managing agents employed or retained by the Landlord or any management company for or in connection with the general overall management and administration and supervision of the Structural Services (whether or not with other services)
- (b) A reasonable fee to the Landlord or any management company in connection with the management of the Structural Services

10. **Miscellaneous items**

- (a) Leasing or hiring any of the items referred to in Part IV of this Schedule
- (b) Interest commission and fees in respect of any moneys included in Structural Expenditure borrowed to finance the provision of the Structural Services and any of the items referred to in Part IV of this Schedule

11. **Insurance**

- (a) Works required to the Shared Structural Elements in order to satisfy the insurers of the Riverside (Phase 1) Estate
- (b) Any amount which may be deducted or disallowed by the insurers pursuant to any excess provision in the Landlord's insurance policy upon settlement or adjudication of any claim by the Landlord

12. **Generally**

Any costs and expenses (not referred to above) which the Landlord or any management company may incur in providing such other services and in carrying out such other works as the Landlord or any management company in its or their absolute discretion may deem desirable or necessary for the benefit of the Riverside (Phase 1) Estate or any part of it or the tenants or occupiers thereof or in the interest of good estate management

THE FIFTH SCHEDULE

(Extract from Agreement for Sale of Flats relating to Health Club Membership)

The Landlord (as defined in the Head Lease) intends to construct a Health Club ("the Club") on the Estate. The Seller will procure for the Buyer one single full membership or family membership of the Club. This will confer upon the Buyer the benefits of a single full membership or family membership of the Club subject to payment by the Buyer of the normal monthly annual or other subscriptions to the Club and all usage charges in respect of any facility from time to time available for use by members but without any obligation by the Buyer to pay any initial entrance fee to join the Club. If the Buyer does not accept the membership within twenty-one (21) days of an offer of membership being made (time to be of the essence in this respect) then any obligation on the Seller to procure membership will cease.

The membership is attached to the Lease of the Flat and may only be held by the Tenant (as defined in the Lease and in this Clause called "the Tenant"). The Tenant may however subject to subscriptions to the Club having been paid designate on a half yearly basis one named person aged 18 or over to be a holder (in this Clause called "the Holder") of membership in place of the Tenant. The Holder at all times whilst holding the membership must be an occupier of the Flat. The Holder may not transfer the membership. Family membership will include the right for the husband or wife and children of the Tenant or the Holder to use the Club. Such use rights for a husband or wife and children of the Tenant will cease whilst the membership is held by the Holder. Use of the Club under the Terms of this Clause will only extend to children who are in actual occupation of the Flat.

The Tenant and the Holder and any husband wife and children permitted to use the Club will abide at all times with the properly adopted rules and regulations of the Club. Neither the Seller nor the Landlord shall have any further obligation to the Buyer or the Tenant once the membership has been first issued to the Buyer in accordance with this Clause.

Executed as a Deed by CANARY
RIVERSIDE HOTEL PROPERTIES
PTE LTD

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Director

[DULY EXECUTED AND ATTESTED]

Director/