

TP(Permit)

SOUTHWARK COUNCIL

TOWN AND COUNTRY PLANNING ACT 1990 (as amended)



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PLANNING PERMISSION WITH LEGAL AGREEMENT

Applicant The Peabody Trust

LBS Registered Number 06-AP-1058

Date of Issue of this decision 15 NOV 2007

Case Number

TP/2168-419

Planning Permission was GRANTED for the following development:

Demolition of buildings and erection of a building of six to eight storeys to create 46 residential units and a ground floor youth centre with associated car parking, landscaping and other works including alterations to the parking area adjacent to Kent House.

At: SUCCESS HOUSE 419-423 OLD KENT ROAD, LONDON, SE1 5EH

In accordance with application received on 05/06/2006

and revisions/amendments received on 22/06/2006

14/12/2006

and Applicant's Drawing Nos. 5086/1000 Rev A, 5086/1200 K, 5086/1201 H, 5086/1202 J, 5086/1250 Rev H, 5086/1251 F, 5086/1252 C, 5086/1050, 5086/1051, 5086/1100 Rev.E. Design statement. Renewable energy feasibility study.

Subject to the following fourteen conditions:

- 1 The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason

As required by Section 91 of the Town and Country Planning Act 1990 as amended

- 2 Samples of the facing materials to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of facing materials in the interest of the appearance of the building in accordance with Policy E.2.3 'Aesthetic Control' of the Southwark Unitary Development Plan and Policy 3.13 'Urban Design' of the Southwark Plan (modifications version 2006).

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- 3 Details of the sun screens to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of the sun screens in the interest of the appearance of the building in accordance with Policy E.2.3 'Aesthetic Control' of the Southwark Unitary Development Plan and Policy 3.13 'Urban Design' of the Southwark Plan (modifications version 2006).

- 4 Details of the method of providing privacy between balconies, such as screens, to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of screens between balconies in the interest of the protection of residential amenity in accordance with Policy E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan and Policy 3.2 'Protection of Amenity' of the Southwark Plan (modifications version 2006).

- 5 Details, including drawings showing the location and specification of the biomass multi-fuel boiler, shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of the biomass multi-fuel boiler proposed, in the interest of the environmental sustainability of the development in accordance with Policy 3.5 'Renewable Energy' of the Southwark Plan (modifications version 2006).

- 6 Details of how much of the predicted energy requirements of the development will be provided by renewable energy on-site shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of the renewable energy proposed, in the interest of the environmental sustainability of the development in accordance with Policy 3.5 'Renewable Energy' of the Southwark Plan (modifications version 2006).

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- 7 The whole of the car parking shown on the drawings hereby approved, or approved subsequently in accordance with any condition of this permission, shall be made available, and retained for the purposes of car parking for vehicles of the occupiers of the building and no trade or business shall be carried on therefrom.

Reason

In order to avoid additional parking congestion on adjoining streets, in accordance with Policy 5.6 'Car parking' of the Southwark Plan (modifications version, 2006).

- 8 Details of the petrol / oil interceptors to be fitted in the car parking area shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of the petrol / oil interceptor measures in the interest of the avoiding pollution, and as required by Thames Water to avoid oil polluted discharges entering the local watercourse, in accordance with Policies 3.1 'Environmental Effects', and 3.9 'Water' of the Southwark Plan (modifications version, 2006).

- 9 Details of the facilities to be provided for the secure storage of cycles shall be submitted to and approved by the local planning authority before the development hereby approved is commenced and the premises shall not be occupied until any such facilities as may have been approved have been provided. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose without the prior written consent of the local planning authority, to whom an application must be made.

Reason

In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with policy T.4.1 Measures for Cyclists of the Southwark Unitary Development Plan.

- 10 The refuse storage arrangements shown on the approved drawings shall be provided and available for use by the occupiers of the dwellings before those dwellings are occupied and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose without the prior written consent of the Council as local planning authority.

Reason

In order that the Council may be satisfied that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Policy E.3.1: Protection of Amenity and Policy T.1.3: Design of Development and Conformity with Council's Standards and Controls of Southwark's Unitary Development Plan.

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- 11 No roof plant, equipment or other structures, other than as shown on the plans hereby approved or approved pursuant to a condition of this permission, shall be placed on the roof or be permitted to project above the roofline of any part of the building[s] as shown on elevational drawings or shall be permitted to extend outside of the roof plant enclosure[s] of any building hereby permitted without the prior written consent of the Local Planning Authority.

Reason:

In order to ensure that no additional plant etc. is placed on the roof of the building in the interest of the appearance and design of the building and the visual amenity of the area in accordance with Policies E.2.3 'Aesthetic Control' and E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan.

- 12 Before the use hereby permitted commences a Travel Plan shall be submitted in writing to the Local Planning Authority setting out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the building, including staff and visitors, and shall include at the start of the second year of operation a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site.

Reason:

In order that the use of non-car based travel is encouraged in accordance with Strategic Policy SP18 'Sustainable Transport' and Policies 5.2 'Transport Impacts' and 5.3 'Walking and Cycling' of the The Southwark Plan [modifications version 2006].

- 13 No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

Reason:

In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest in the site is satisfied.

- 14 No development shall take place until a detailed scheme showing the scope and arrangement of foundation design and all new groundworks, which may have an impact on archaeological remains, has been approved in writing by the Local Planning Authority and that the scheme will be monitored by the Council.

Reason:

To ensure that archaeological remains are not disturbed or damaged by foundations and other groundworks but are, where appropriate, preserved in situ.

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Reasons for granting planning permission.

This planning application was considered with regard to various policies including, but not exclusively:

- a] Policies 3.1, 3.2, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 5.3, 5.6, 5.7, and 5.8 of the Southwark Plan 2006 [Modifications Version].
- b] Policies C.1.3, E.2.2, E.2.3, E.2.5, E.3.1, E.3.2, H.1.4, H.1.5, H.1.7, H.1.8, H.1.10, T.1.2, T.1.3, T.6.3, and T.6.3 of The Southwark Unitary Development Plan 1995
- c] Policies 3A.1, 3A.2, 3A.3, 3A.4, 3A.6, 3A.7, 3A.8, 3A.15, 3C.21, 3C.22, 3C.23, 4A.7, 4A.8, 4A.9, 4A.11, 4B.3, and 4B.6 of the London Plan [2004].
- d] Planning Policy Statements 1 and 3.

Planning permission was granted as there are no, or insufficient, grounds to withhold consent on the basis of the policies considered and other material planning considerations.

Signed

A handwritten signature of David Stewart.

David Stewart
Interim Head of Development and Building Control

Your attention is drawn to the notes accompanying this document

Any correspondence regarding this document should quote the Case Number and LBS Registered Number and be addressed to: Head of Development and Building Control, Council Offices, Chiltern, Portland Street, London SE17 2ES. Tel. No. 020 7525 5000

checked by _____

UPRN: 200003494703

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INFORMATIVE NOTES TO APPLICANT RELATING TO THE PROPOSED DEVELOPMENT

- 1 At least 6 months before the occupation of the new buildings or units of accommodation hereby permitted you are advised that you must obtain the Council's approval for the numbering and naming of buildings and the naming of any new streets created by the development. Application forms can be obtained from the Street Naming and Numbering service at the Council's Regeneration Department, Council Offices, Chiltern, Portland Street, London SE17 2ES (Tel: 020 -7525-5403).
- 2 Prior to the commencement of works you are advised that you must arrange a survey of the condition of the adjacent public highway. Please contact the Director of Regeneration Department, Chiltern, Portland Street, London SE17 2ES. (tel: 020 7525 5000).
- 3 The developer should consult the Environment & Leisure Department to agree how the Council's Code of Construction Practice will be applied to the proposed development. Please contact the Pollution section, Chaplin Centre, Thurlow Street, SE17 (tel: 020 7525 5000).

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IMPORTANT NOTES RELATING TO THE COUNCIL'S DECISION

[1] APPEAL TO THE SECRETARY OF STATE. If you are aggrieved by this decision of the council as the local planning authority to grant permission subject to conditions you can appeal to the Secretary of State under Section 78 of the Town and Country Planning Act 1990. If you appeal you must do so within six months of the date of this notice. The Secretary of State can allow a longer period for giving notice of an appeal but will not normally use this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State need not consider an appeal if it seems that the local planning authority could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order. If you do decide to appeal you can do so using The Planning Inspectorate's online appeals service. You can find the service through the appeals area of the Planning Portal at www.planningportal.gov.uk/pcs. You can also appeal by completing the appropriate form which you can get from The Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN [tel: 0117-3726372]. The form can also be downloaded from the Inspectorate's website at www.planning-inspectorate.gov.uk. The Planning Inspectorate will publish details of your appeal on the internet on the appeals area of the Planning Portal. This may include a copy of the original planning application from and relevant supporting documents supplied to the council by you or your agent, together with the completed appeal form and information you submit to The Planning Inspectorate. Please ensure that you only provide information, including personal information belonging to you, that you are happy will be made available to others in this way. If you supply information belonging to someone else please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.

[2] PURCHASE NOTICE. If either the local planning authority or the Secretary of State grants permission subject to conditions, the owner may claim that the land can neither be put to a reasonably beneficial use in its existing state nor made capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the owner's interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.

[3] PROVISIONS FOR THE BENEFIT OF THE DISABLED. Applicants are reminded that account needs to be taken of the statutory requirements of the Disability Discrimination Act 1995 to provide access and facilities for disabled people where planning permission is granted for any development which provides:

- (i) Buildings or premises to which the public are to be admitted whether on payment or otherwise. [Part III of the Act].
- (ii) Premises in which people are employed to work as covered by the Health and Safety etc At Work Act 1974 and the Management of Health and Safety at Work Regulations as amended 1999. [Part II of the Act].
- (iii) Premises to be used as a university, university college or college, school or hall of a university, or intended as an institution under the terms of the Further and Higher Education Act 1992. [Part IV of the Act].

Attention is also drawn to British Standard 8300:2001 Disability Access, Access for disabled people to schools buildings – a management and design guide. Building Bulletin 91 (DfEE 99) and Approved Document M (Access to and use of buildings) of the Building Regulations 2000 or any such prescribed replacement.

[4] OTHER APPROVALS REQUIRED PRIOR TO THE IMPLEMENTATION OF PLANNING PERMISSION. The granting of planning permission does not relieve the developer of the necessity for complying with any Local Acts, regulations, building by-laws and general statutory provisions in force in the area, or allow them to modify or affect any personal or restrictive covenants, easements, etc., applying to or affecting either the land to which the permission relates or any other land or the rights of any persons or authorities [including the London Borough of Southwark] entitled to the benefits thereof or holding an interest in the property concerned in the development permitted or in any adjoining property.

[5] WORKS AFFECTING THE PUBLIC HIGHWAY. You are advised to consult the council's Highway Maintenance section [tel: 020-7525-2000] about any proposed works to, above or under any road, footway or forecourt.

[6] THE DULWICH ESTATE SCHEME OF MANAGEMENT. Development of sites within the area covered by the Scheme of Management may also require the permission of the Dulwich Estate. If your property is in the Dulwich area with a post code of SE19, 21, 22, 24 or 26 you are advised to consult the Estates Governors', The Old College, Gallery Road SE21 7AE [tel: 020-8299-1000].

[7] BUILDING REGULATIONS. You are advised to consult Southwark Building Control at the earliest possible moment to ascertain whether your proposal will require consent under the Building Act 1984 [as amended], Building Regulations 2000 [as amended], the London Building Acts or other statutes. A Building Control officer will advise as to the submission of any necessary applications, [tel. call centre number 0845 600 1285].

[8] THE PARTY WALL Etc. ACT 1996. You are advised that you must notify all affected neighbours of work to an existing wall or floor/ceiling shared with another property, a new building on a boundary with neighbouring property or excavation near a

neighbouring building. An explanatory booklet aimed mainly at householders and small businesses can be obtained from the Department for Communities and Local Government [DCLG] Free Literature tel: 0870 1226 236 [quoting product code 02BR00862].

IMPORTANT: This is a PLANNING PERMISSION only and does not operate so as to grant any lease, tenancy or right of occupation of or entry to the land to which it refers.



DATED

15 NOVEMBER

2007

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK**

- and -

THE DEVELOPER

- and -

THE OWNER

AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990
AND OTHER POWERS IN RELATION TO LAND KNOWN AS:

419-423 Old Kent Road London SE1 5EH

Deborah Collins

Director of Legal and Democratic Services
London Borough of Southwark
South House
30-32 Peckham Road
London
SE5 8PX

Ref: LEG/RP/PL/S106/122565RM

THIS DEED is made the 15 day of NOVEMBER Two thousand and seven

BETWEEN

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of the Town Hall Peckham Road London SE5 8UB of the first part (hereinafter referred to as "the Council");

AND

- (2) PEABODY LAND LIMITED a Company registered in England and Wales (Company No.4032536) whose registered office is 45 Westminster Bridge London SE1 7JB of the second part (hereinafter referred to as "the Developer")

AND

- (3) THE GOVERNERS OF THE PEABODY TRUST of 45 Westminster Bridge London SE1 17JB of the third part (hereinafter referred to as "the Owner")

WHEREAS:

- (A) The Developer wishes to construct the Development in accordance with the Planning Permission and the obligations contained herein upon the Site.
- (B) The Developer is the freehold owner of part of the Site as the same is registered with Title Absolute under Title Number 367381 at H.M. Land Registry
- (C) the Owner is the freehold owner of part of the Site as the same is registered with Title Absolute under Title Number 443826 at HM Land Registry
- (D) The obligations contained in this Deed are planning obligations for the purposes of section 106 of the Town and Country Planning Act 1990.
- (E) The Council is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (F) Having regard to the provisions of the development plan and the planning considerations affecting the Site the Council considers that in the interests of the proper planning of its area the Development of the Site ought only be permitted

subject to the terms hereof and for that purpose the parties are willing to enter into this Deed.

NOW THIS DEED WITNESSETH:

1. Definitions and Interpretation

- 1.1 The following words and phrases shall unless the context otherwise requires bear the following meanings:

"Acts"

Section 106 of the Town and Country Planning Act 1990, section 27 of the Greater London Council (General Powers) Act 1969, section 16 of the Greater London Council (General Powers) Act 1974, section 111 of the Local Government Act 1972, section 2 Local Government Act 2000 and each case any statutory amendment variation substitution or re-enactment thereof together with all other statutory powers and Acts pursuant to which the parties hereto shall be empowered to enter this Deed;

"Administration Cost"

The sum of £1,200.00 (one thousand two hundred Pounds) to be paid by the Developer to the Council for the reasonable costs incurred by the Council in administering the Agreement including maintenance of financial records, monitoring the progress of the Development including receipt of payments made and expended and applied, and monitoring compliance with the terms of the Agreement;

"Affordable Housing"

Housing which is attainable for purchase and/or rental to households who are unable to buy or rent housing locally on the open market and in the case of Shared Ownership Housing shall refer to accommodation which is disposed of on Shared Ownership Terms and is attainable for purchase by households whose total gross annual income does not exceed £29,192 in respect of 1 bed dwellings, or £31,771 in respect of 2 bed dwellings £33,913 in respect of 3 bed dwellings and in all cases whose total annual expenditure upon rent, mortgage, and service charges does not exceed one-third of the gross household income. All income thresholds are to rise annually from the date of this Deed in accordance with the annual percentage increase in the consumer price index or the successor index issued by the Office of National Statistics or in the absence of any such index such analogous index as the Council may reasonably nominate;

"Affordable Housing Land"

that part of the Site on which the Affordable Housing Units are to be built as shown edged green on the plan annexed

hereto;

"Affordable Housing Units"

The Fourteen Affordable Housing Units to be constructed upon the Site in accordance with Joseph Rowntree Lifetimes Homes and Housing Corporation Scheme Development Standards essential items only extant on the Implementation Date and with the benefit of an NHBC or Zurich building guarantee;

"Agreement for Lease"

Agreement made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) The Governors of the Peabody Trust dated 25 March 2002

"Application"

The Application for planning permission submitted by the Developer to the Council and received by the Council on 05.06.2006 and as amended by revisions/ amendments received on 22.06.06 and 14.12.06 to carry out the Development upon the Site (LBS Registered Number 06-AP-1058);

"Site and Development Contribution"

Means the sum of £61,703 (SIXTY ONE THOUSAND SEVEN HUNDRED AND THREE POUNDS) which comprises the Administration Cost, Traffic Management Order Amendment Contribution, Education Contribution, Employment Contribution, Open Space Contribution and Transport Contribution

"Council"

The party of the first part hereto which shall include its statutory successors as local planning authority from time to time; *(initials)*

"Community Facility"

a purpose built youth centre forming part of the development of not less than 157 sq.m. ~~net~~ internal area to be provided at the Community Facility Location to a design conforming to the Community Facility Specification; *gross* *GL* *EADT* *NP* *D.V.*

"Community Facility Location"

The location within the land shown edged blue being the corner of Cooper Road and Mawbey Place edged red on the Plan attached hereto:

"Community Facility Pre-emption Notice"

a written notice to be served on the Council by the Developer offering the Community Facility Lease.

"Community Facility Pre-emption Period"

the period of 24 months from the date of the Community Facility Pre-emption Notice during which the Council enjoys the exclusive right to take up the Community Facility

"Community Facility

a specification including plans and drawings for the Community Facility conforming to the design brief for the

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| Specification" | Community Facility annexed as Schedule 7; |
| "Community Facility Completion Notice" | a notice to be served by the Developer on the Council following completion of the Community Facility in accordance with the approved Community Facility Specification; |
| "Community Facility Lease" | The lease for the Community Facility to be granted by the Developer to the Council incorporating (but not limited to) the heads of terms of the Original Agreement and Variation Contract annexed as Schedule 5. |
| "Developer" | The party of the second part hereto which shall include its successors and assigns from time to time; |
| "Development" | Demolition of buildings and erection of a building of six to eight storeys to create 46 residential units and a ground floor youth centre with associated car parking and landscaping and other works including alterations to the parking area adjacent to Kent House; |
| "Director of Regeneration and Neighbourhoods" | The Council's Director of Regeneration and Neighbourhoods or any other officer or person exercising the authority of the Director of Regeneration for the time being; |
| "Education Contribution" | The sum of £26,000 (twenty sixty thousand pounds) towards education provision in the vicinity of the Site; |
| "Employment Contribution" | The sum of £19,215 (nineteen thousand two hundred and fifteen pounds) towards employment provision in the vicinity of the Site; |
| "Implementation Date" | <p>The date upon which a material operation as defined in section 56 of the Town and Country Planning Act 1990 other than:</p> <ul style="list-style-type: none"> (i) works of demolition (ii) site clearance (iii) ground investigation (iv) archaeological investigation |

| | |
|-------------------------------------|--|
| | (v) construction of boundary fencing or hoardings |
| | (vi) noise continuation work |
| | (vii) laying of services and service media |
| | (viii) construction of temporary accesses shall be carried out in respect of the Development upon the Site |
| "Index" | National Statistics All Items RPX issued by the Office for National Statistics |
| "Open Space Contribution" | The sum of £11,000 (eleven thousand pounds) towards open space provision in the vicinity of the Site; |
| "Owner" | The party of the third part hereto which shall include its successors and assigns from time to time |
| "Occupation" | occupation of any part of the Development (except for occupation for construction, fitting out, marketing or site security purposes); and "Occupy" and "Occupied" and cognate expressions shall be interpreted in accordance with this definition; |
| "Parking Bay" | A parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use in the locality in which the Development is situated |
| "Parking Permit" | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a Parking Bay |
| "Registered Social Landlord" | A registered social landlord within the meaning of the Housing Act 1996 (and any amendment re-enactment or successor provision); such registered social landlord to be drawn from the Approved List of Registered Social Landlords attached hereto as Schedule 3 and has not been removed from the register pursuant to Section 4 of that Act, or a registered social landlord registered with the Housing Corporation which is not on the list but has been approved for the purposes of this Deed in writing by the Director of Regeneration and Neighbourhoods such approval not to be unreasonably withheld or delayed |
| "Residential Units" | Any units including the Affordable Housing Units and / or the Remaining Units on the Site |
| "Remaining Units" | The 32 residential or commercial or live-work units or car parking spaces forming part of the Development other than |

the Affordable Housing Units;

"Site and Development Facilities" The facilities set out in Schedule 2 to this Deed.

"Shared Ownership Terms" Means a lease of an Affordable Housing Unit in the form of the Housing Corporation standard lease of a type described in paragraph (a) of the definition of "disposal on shared ownership terms" in Section 2(6) of the Housing Act 1996;

"Shared Ownership Units" The Affordable Housing Units identified in Schedule 4 for disposal subject to Shared Ownership Leases;

"Site" The land known as 419-423 Old Kent Road London SE1 5EH as the same is for the purpose of identification only shown edged blue on the Plan;

"Traffic Management Order Amendment Contribution" The sum of £2,500 (two thousand five hundred pounds) to be put towards amending the traffic management order restricting future residents of the development from applying for on-street parking permits in the area

"Transport Contribution" The sum of £1,788 (one thousand seven hundred and eighty eight pounds) towards transport improvements in the vicinity of the Site;

"Variation Contract" The agreement made between (1) The Mayor and Burgesses of the London Borough of Southwark and (2) The Governors of the Peabody Trust dated 11 January 2006

1.2 Where in this Deed reference is made to a clause, paragraph, schedule or plan it is to a clause, paragraph, schedule or plan in this Deed.

1.3 Headings used in this Deed are an aid to interpretation only and do not form part of this Deed.

1.4 A reference to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, modified or re-enacted.

2. Statutory Provisions

2.1 This Deed is made pursuant to the Acts and both the positive and restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that subject to clause 12.2 the same shall be enforceable without limit of time not only against the Developer but also subject to clause 12.2 against its successors in title and assigns and any person corporate or otherwise claiming through or under the Developer an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

3. Site and Development Contribution

The Developer covenants with the Council as follows:

- 3.1 On the Implementation Date to pay to the Council the Site and Development Contribution in full by way of CHAPS transfer into National Westminster Bank plc Account Number 27540006 Sort Code 51-50-03 at London Bridge Branch PO Box 35, 10 Southwark Street, London SE1 1TT.
- 3.2 that no part of the Development shall be used or Occupied unless and until the obligations contained within Clause 3 have been complied with.
4. The Developer acknowledges that the Council shall, pursuant to the Local Government Act 2003, be at liberty to charge the Site and Development Contribution to a Council revenue account and, for the avoidance of doubt, it is agreed and declared that this shall be without prejudice to the Council's right to apply the Site and Development Contribution to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 4.1 The Developer acknowledges that the Council will expend or apply the Site and Development Contribution or any part or parts thereof upon the Site and Development Facilities and its professional costs associated with Site and Development Facilities set out in Schedule 2

5. Parking Permit Restrictions

- 5.1 The Developer will ensure that prior to occupation of the Residential Units forming part of the Development each new occupier of the Residential Units is informed by the Developer of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically

- NOTES
- Survey data information to be checked on site
 - Plans of adjoining and adjacent properties are indicative only and are based on information provided by the Ordnance Survey, Drawing dated 8th June 2000, Peabody Trust and SLC Associates drawing S43-180-01Rev A.
 - This drawing is prepared for the purposes of obtaining Planning Permission only.
 - All proposed works are subject to design development to achieve approval under the Building Regulations and to satisfy other statutory and legal requirements.



LEGEND
Existing building to be retained

AUTHORISED SIGNATORY

| | | |
|---|----------|--|
| H | 13/12/06 | Issued for planning |
| G | 30/11/06 | Revised layouts following receipt of the planning officers comments. |
| F | 27/04/06 | Updated to reflect directive |
| E | 28/05/05 | Drawing updated |
| D | 06/04/05 | Changes to stairs and plot 8 |
| C | 24/03/04 | Updated for planning |
| B | 20/02/04 | Plan amendment revised |
| A | 20/02/04 | Design updated to reflect client comments |

REV DATE
DESCRIPTION
PLANNING
CLIENT

ECD Architects

Studio 3 Blue Lion Place
London SE1 4PU
020 7407 5000
www.ecdarchitects.com

Success House

419-423 Old Kent Road
London SE1

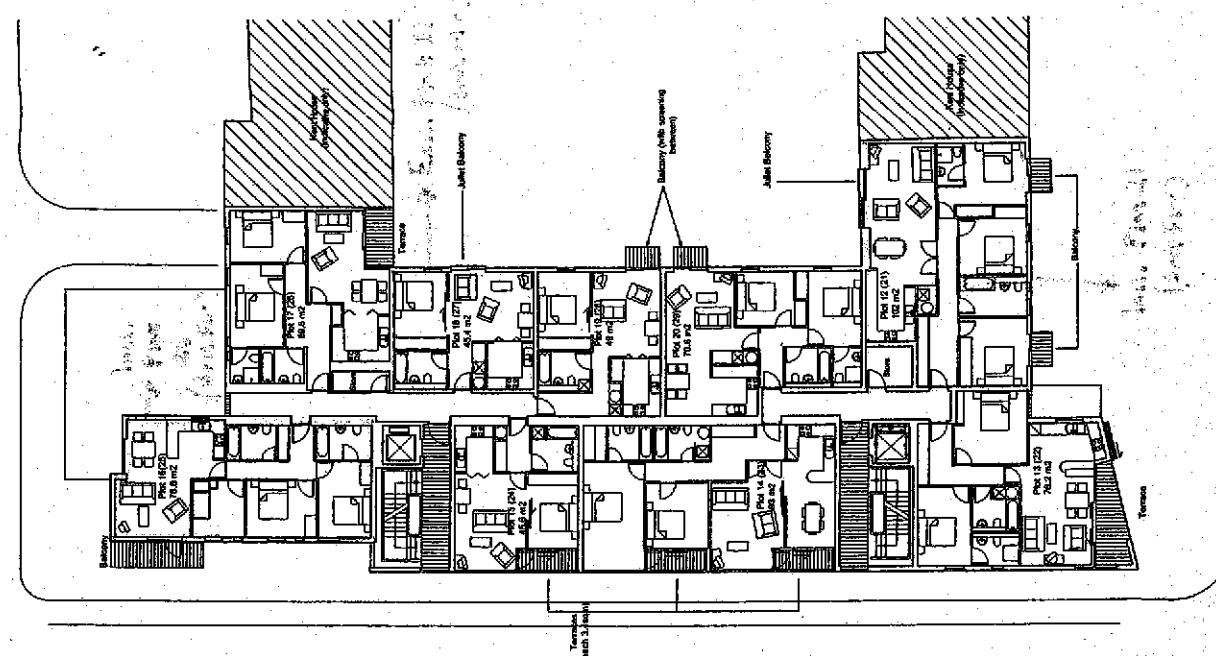
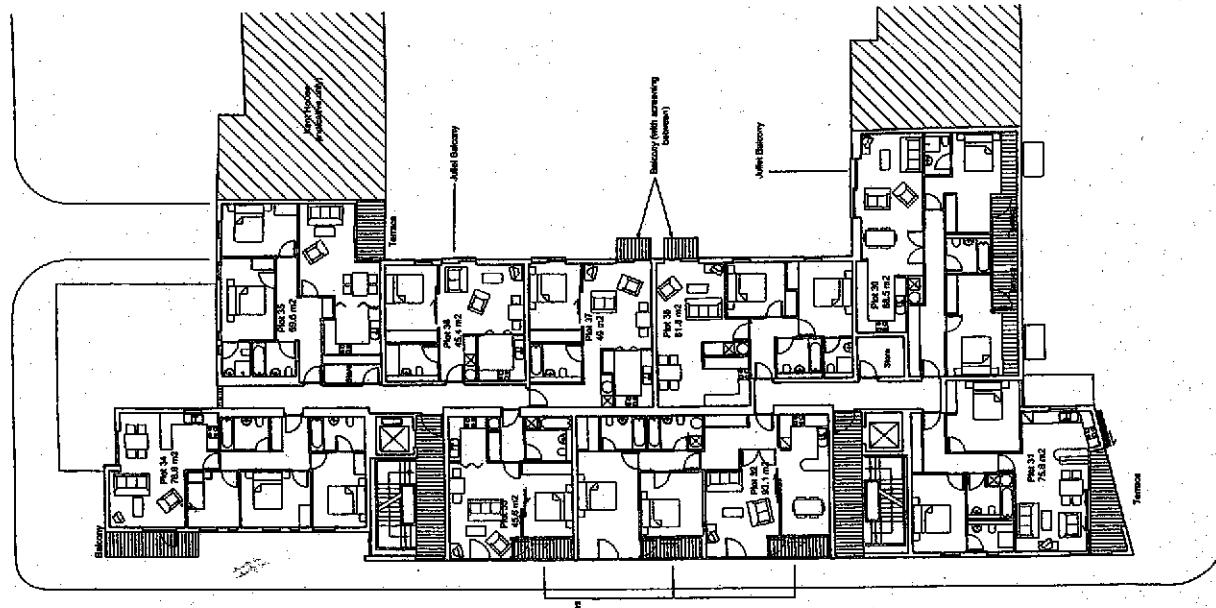
DRAWING TITLE

First, Second
Third and
Fourth Floors

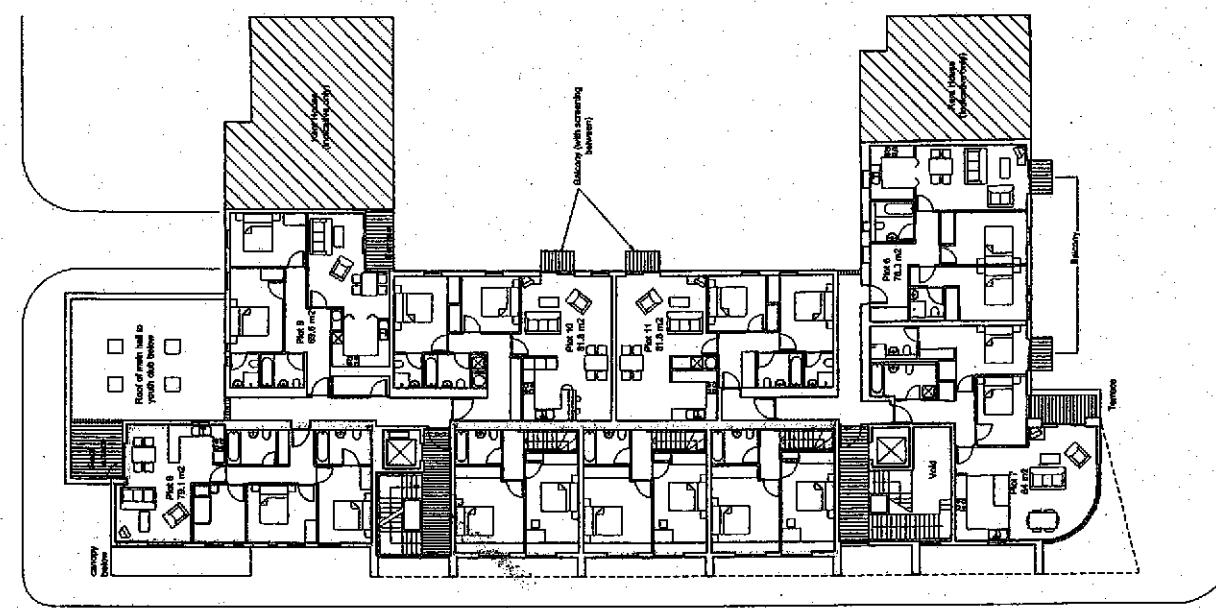
SCALE
1:2000@A1
DRAWN BY
JN
CHECKED
PS
REVISION
H



Fourth Floor



Second and Third Floor
(third floor plot references in brackets)



First Floor

1. Survey base information to be checked on site.
2. Plans of adjoining and adjacent properties are indicative only and are based on information provided by the Ordnance Survey, the date dated 8th June 2000. Peabody Trust and SLC Associates, drawing 0-03-188-01 Rev A.
3. This drawing is prepared for the purpose of obtaining Planning Permission only.
4. All proposed works are subject to design development to achieve approval under the Building Regulations and to satisfy other statutory and legal requirements.
5. Plant room and lift over-run at roof level are indicative only and subject to design development.

AUTHORISED SIGNATORY

R. Neelakanta

LEGEND

- Building to be retained
- Ballast on flat roof membrane

13/2/05 Issued for planning
H 30/10/06 Revised layouts following receipt of the planning officer's comments.
G 22/04/06 Updated to reflect referee's comments.
F 22/02/06 Application updated
E 28/06/05 Drawing updated
D 05/04/05 Updated for planning
C 24/03/04 Updated for planning
B 12/02/04 Amended to suit elevations
A 20/02/04 Client comments
REV DATE DESCRIPTION

DRAWING ISSUE
PLANNING
CLIENT

ECD Architects

Energy Services Dept

London SE 14PU

020 7930 2000

E-mail: info@ecdarchitects.com

www.ecdarchitects.com

PROJECT TITLE

Success House

5th, Sixth and Seventh Floors
and Roof Plan
London SE1

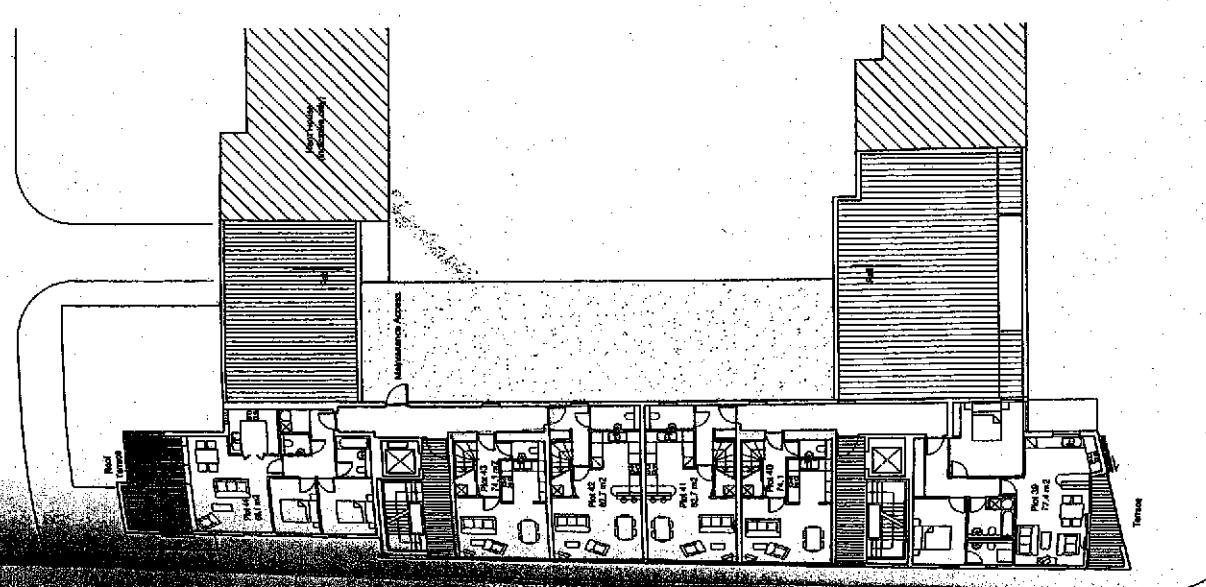
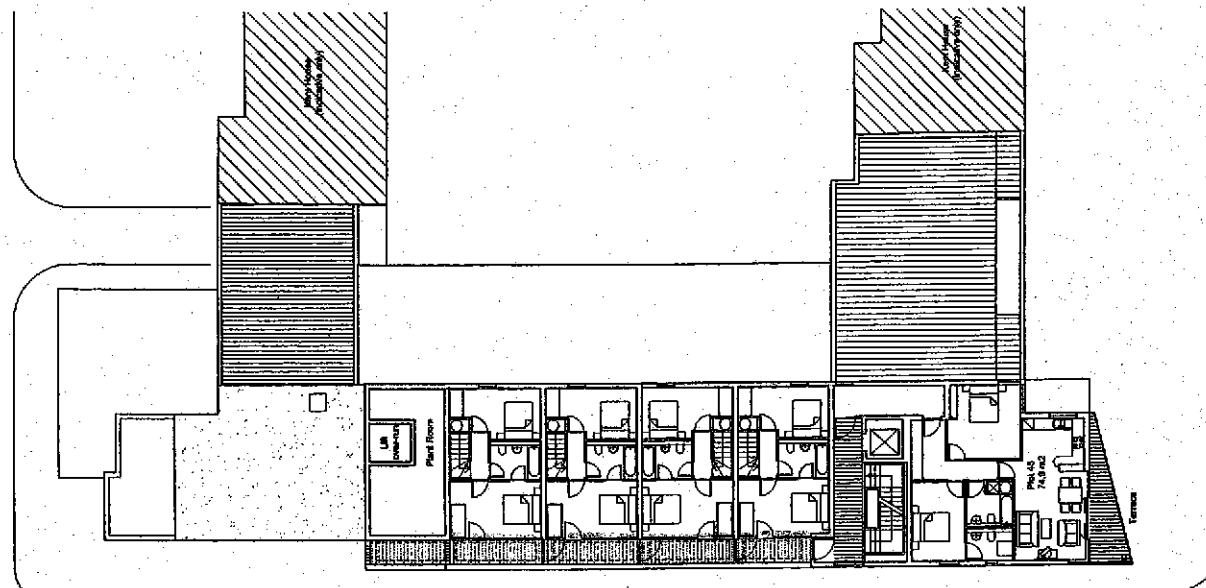
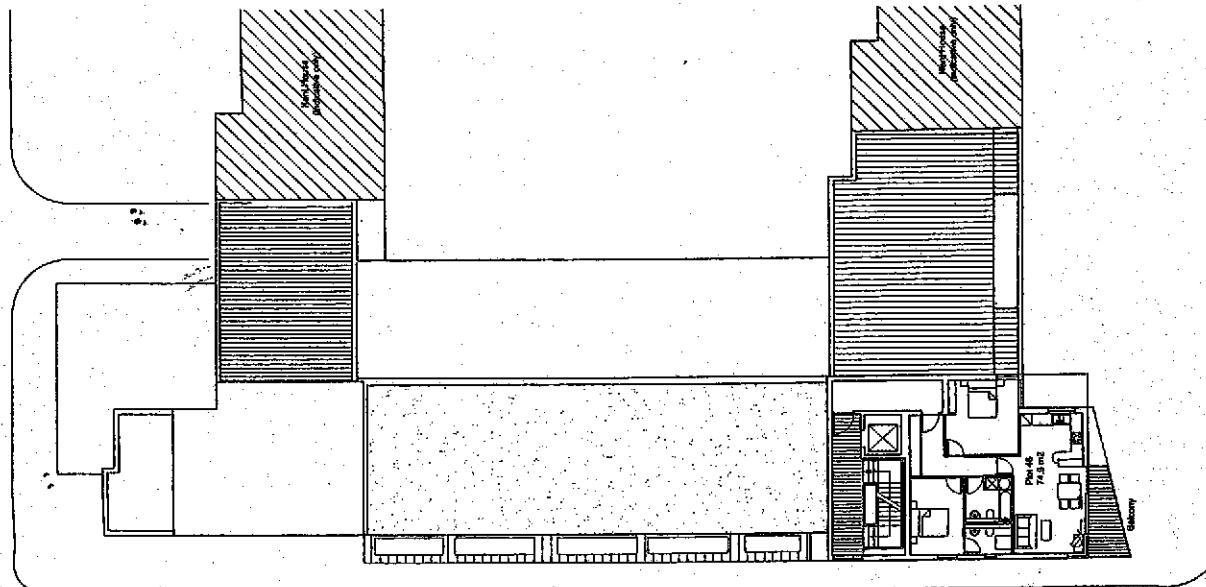
SCALE 1:200 @ A1 DRAWN JN
DATE 24/11/2003 CHECKED PS
DRAWING NO. 5086112022 REV N
J

Roof Plan

Seventh Floor

Sixth Floor

Fifth Floor



Sick and Disabled Persons Act 1970) to be granted a Parking permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council

- 5.2 The undertakings in 5.1 will be on the basis that the Council will upon receipt of the Traffic Management Order Amendment Contribution amend the traffic management order to provide that future occupiers of the Residential Units shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled persons Act 1970 to be granted a Parking Permit to park a vehicle pursuant to any traffic order or other restrictions relating to on-street parking in the vicinity of the Development (as determined from time to time by the Council) and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

6. Community Facility

- 6.1 The provisions of this clause shall come into effect on the Implementation Date

6.2 The Developer covenants with the Council:

- 6.2.1 to construct or procure the construction of the Community Facility as part of the Development upon the Site at no cost to the Council and in accordance with the Community Facility Specification specified in Schedule 6 and heads of terms specified in Schedule 8
- 6.2.2 that the Community Facility shall be completed and available for occupation no later than the Remaining Units to the reasonable satisfaction of the Director of Regeneration and Neighbourhoods and that no more than 50% of the Remaining Units shall be occupied unless and until the Community Facility has been constructed in accordance with the terms of this Agreement

7. Affordable Housing

- 7.1 The provisions of this clause shall come into effect on the Implementation Date

7.2 The Developer covenants:

- 7.2.1 to construct or procure the construction of the Affordable Housing Units as part of the Development upon the Site at no cost to the Council and to ensure that the Affordable Housing Units are provided with all the necessary rights of access and egress from the same to the nearest public highway together with all the essential water,

sewerage and electricity supplies and other services without the imposition of any financial cost or the creation of any ransom element.

- 7.2.2 To ensure that the Affordable Housing Units have the benefit of NHBC or Zurich Building Guarantee and that prior to completion and handing over the Affordable Housing Units to the Registered Social Landlord that the Affordable Housing Units shall have a safe and passable means of access and shall be suitably and well lit to facilitate such access such access and lighting to be to the reasonable satisfaction of the Registered Social Landlord
- 7.2.3 that the Affordable Housing Units shall be completed and available for residential occupation no later than the Remaining Units and handed over to the Registered Social Landlord upon completion and that no more than 50% of the Remaining Units shall be occupied unless and until:
 - 7.2.3.1 the Affordable Housing Units have been constructed on Site and made ready for occupation to the reasonable satisfaction of the Director of Regeneration; and
 - 7.2.3.2 handed over to the Registered Social Landlord upon completion; and
 - 7.2.3.4 the Developer has entered into a binding agreement to grant a long lease or leases for a term of at least one hundred and twenty five years of the Affordable Housing Units to the Registered Social Landlord and evidence of such agreement has been provided to the Council
- 7.3 The total consideration payable by a Registered Social Landlord for the grant of the lease and for the construction of the Affordable Housing Units in aggregate shall be limited to an amount whereby the Registered Social Landlord need not apply for nor obtain any of the following:
 - 7.3.1 Housing Corporation Social Housing Grant pursuant to section 18 of the Housing Act 1996
 - 7.3.2 A local authority social housing grant pursuant to section 22 of the Housing Act 1996
 - 7.3.3 any other grant loan or similar scheme within the meaning Chapter III of Part I of the Housing Act 1996
 - 7.3.4 Any amendments re-enactments or successor provisions pertaining to Clauses 7.3.1, 7.3.2 and 7.3.3 above.

- 7.3 provided that nothing in clause 7.3 herein above prohibits the payment by the Registered Social Landlord to the Developer of any amounts from the Registered Social Landlord's own resources or which it may raise by means of private financing.
- 7.4 Within 3 months of the Implementation Date the Developer covenants that it shall submit to the Director of Regeneration the name of the chosen Registered Social Landlord (for his approval only in the case of a Registered Social Landlord not on the Council's approved list such approval not to be unreasonably withheld or delayed).
- 7.5 Subject to the provisions of Clause 12 the Developer covenants that the Affordable Housing Units shall not be used for purposes other than providing housing accommodation to households in need of Affordable Housing in the London Borough of Southwark area in perpetuity.

8. Developer to Notify Council

- 8.1 The Developer undertakes to notify the Council:
 - 8.1.1. of its application to H.M. Land Registry under clause 10.1 within 14 days of this Deed; and
 - 8.1.2. immediately of the occurrence of the Implementation Date by written notice; and
 - 8.1.3. of its intention to make the payment referred to in clause 3.1 above by written notice specifying the intended date of payment, the amount and method of payment and the agreement and property to which the payment relates. Such notification to be given within the 5 working days immediately preceding the making of such payment; and
 - 8.1.4. of the occurrence of the date of completion of the construction of the Affordable Housing Units as soon as reasonably practicable by written notice; and
 - 8.1.5. of the occurrence of the completion of the sale of 50% of the Remaining Units as soon as reasonably practicable by written notice.

9. Council to Notify Developer

- 9.1 The Council hereby undertakes to notify the Developer as soon as reasonably practicable that the Affordable Housing Units have been constructed to the reasonable satisfaction of the Director of Regeneration

10. Registration

- 10.1 Immediately after the execution of this Deed, the Developer shall make application to H.M. Land Registry for entries relating to this Deed to be made in the charges register(s) of the Title Number(s) referred to in recital (B) above so as to bind the Site as provided for in the before-mentioned statutory provisions.
- 10.2 If the Developer fails to make application as aforesaid the Council shall (without prejudice to any other right) be entitled to register the Deed as aforesaid and thereafter recover the expenses incurred in doing so from the Developer and the Developer hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable the said entries to be made.
- 10.3 The covenants on behalf of the parties hereto to be observed and performed under this Deed shall be treated as Local Land Charges and registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

11. Site Not To Be Encumbered

- 11.1 The Developer hereby covenants with the Council that it will not encumber nor deal with the Site in any manner whereby any party hereto may be prevented from carrying out their covenants and obligations contained herein.

12 Enforceability of Obligations

- 12.1 The obligations contained in this Deed shall not be binding upon nor enforceable against:
- 12.1.1 any mortgagee of a Registered Social Landlord or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver;
- 12.1.2 any mortgagee of a residential tenant or person to whom a Registered Social Landlord grants a Shared Ownership Lease or transfer or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver;

INITIAL

Any

12.1.3 ~~any~~ mortgagee of a person other than a Registered Social Landlord unless it takes possession of the Property in which case it should be bound by the obligations as if it were a person deriving title from the Developer or Owner

12.1.4 any statutory undertaker or other person who acquires any part of the Site or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services;

12.1.5 any tenant who has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;

12.1.6 any tenant who has exercised any statutory right to buy (or any equivalent contractual or statutory right) in respect of a particular Affordable Housing Unit ;

12.1.7 any tenant who has been granted a shared ownership lease by the Registered Social Landlord in exercise of that persons' statutory right in respect of a particular Affordable Housing Unit and exercised the right to staircase to 100%.

12.2 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).

13. Contracts (Rights of Third Parties) Act 1999

13.1 A person who is not named in this Deed does not have any right to enforce any term of this Deed under Contract (Rights of Third Parties) Act 1999.

14. Interest on Late Payment

14.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum referred to herein shall have become due but shall remain unpaid for a period exceeding seven days the Developer shall pay on demand to the Council interest thereon at the interest rate of three per centum per annum above the base lending rate of the National Westminster Bank plc from the date when the same became due until payment thereof.

15. Indexation

- 15.1 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is being made after the date of this Agreement a further sum ("A") being equal to the original sum ("B") multiplied by a figure being a fraction of which the National Statistics All Items RPX ("the RPX") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last RPX figure published before the date such payment or application is made ("Y") less the last published RPX figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{Y - X}{X}$$

16. Right of Access

- 16.1 The Developer shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

17. Enforcement Costs

- 17.1 Without prejudice to the terms of any other provision herein the Developer shall pay all reasonable costs charges and expenses (including without prejudice to the generality thereof legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Developer arising hereunder.

18. Waiver

- 18.1.1 No waiver (whether express or implied) by the Council of any breach or default by the Developer in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertakings obligations or restrictions from acting upon any subsequent breach or default in respect thereof by the Developer.

19. Administration Cost

- 19.1 The Developer hereby covenants to the extent that this has not already been complied with under clause 3:-

19.1.1 To pay to the Council the Administration Cost on or before completion of this Deed.
and

19.1.2 Not to Implement or allow Implementation until the Developer has paid the Administration Cost to the Council and the Council has confirmed receipt of the Administration Cost such confirmation to be given in writing.

20. Notices

20.1 Any notice or other communication to be given under or in connection with this Deed shall be in writing which for this purpose shall not include e-mail and may be addressed as provided in clause 20.3.

20.2 Any such notice or other communication, if so addressed, shall be deemed to have been received as follows:

20.2.1 if delivered by hand, upon delivery at the relevant address;

20.2.2 if sent by first class post, at 9.00 a.m. on the second working day after the date of posting; and

20.2.3 if sent by facsimile, when successfully transmitted

except that where any such notice or other communication is or would otherwise be deemed to be received after 5.30 p.m., such notice or other communication shall be deemed to be received at 9.00 a.m. on the next following working day.

20.3 Subject to clause 20.4, the address, facsimile number, relevant addressee and reference for each party are:

For the Council:

Address: Chiltern House, Portland Street, London SE17 2ES;

Facsimile number: 02075255432;

Relevant addressee: The Director of Regeneration;

Reference: S106/ 122565/RM

For the Developer:

Address: the Developer's registered office from time to time

Facsimile number: [];

Relevant addressee: [];

Reference: [].

20.4 A party may give notice of a change to its name, address, facsimile number or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

20.4.1 the date specified in the notification as the date on which the change is to take place; or

20.4.2 if no date is specified or the date specified is less than five clear working days after the date on which notice is received or deemed to be received, the fifth working day after notice of any such change is given.

21. Council's Legal Fees

21.1 The Developer shall on the date hereof pay to the Council, by way of a banker's draft or solicitor's client account cheque made payable to the "London Borough of Southwark", the Council's reasonable costs in the preparation and negotiation of this Deed.

22. VAT

22.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

22.2 The Developer hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and Development Payment then to the extent that VAT had not been previously charged in respect of that Payment the Council shall have the right to issue a VAT invoice to the Developer and the VAT shall be paid accordingly.

23. Miscellaneous

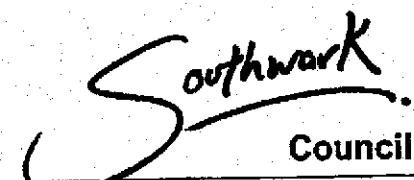
23.1 The construction validity and performance of this Deed shall be governed by English law.

- 23.2 Each clause, sub-clause or schedule shall be separate distinct and severable from each other to the extent only that if any clause, sub-clause or schedule becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause or schedule shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause or schedule contained herein.
- 23.3 In the event of the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 23.4 Nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Deed.
- 23.5 The Council shall issue the Planning Permission on the date hereof.
- 23.6 If the Planning Permission shall expire before the Development has begun within the meaning of Sections 91, 92 or 93 of the Town and Country Planning Act 1990 or is revoked or is otherwise withdrawn without the consent of the Developer or its successors in title [but without prejudice to the Council's ability to enforce in respect of any breach occurring prior to such revocation or withdrawal] this Deed shall cease to have effect thereupon.
- 23.7 Nothing in this Agreement shall be construed as prohibiting or limiting any right to develop the Site or any part of it in accordance with a planning permission (other than the Planning Permission) granted by the Council or by the relevant Secretary of State on appeal or by reference to him after this date.

SCHEDULE 1

Planning Permission

[insert draft planning permission]



Southwark
Council

RECOMMENDATION LDI MONITORING FORM REQUIRED

This document shows the case officer's recommended decision for the application referred to below.
 This document is not a decision notice for this application.

Applicant The Peabody Trust
Application Type Full Planning Permission
Recommendation Grant subject to Legal Agreement

Reg. Number 06-AP-1058
Case Number TP/2168-419

Draft of Decision Notice

Planning Permission was GRANTED for the following development:

Demolition of buildings and erection of a building of six to eight storeys to create 46 residential units and a ground floor youth centre with associated car parking, landscaping and other works including alterations to the parking area adjacent to Kent House.

At: SUCCESS HOUSE 419-42 OLD KENT ROAD, LONDON, SE1 5EH

In accordance with application received on 05/06/2006

and revisions/amendments received on 22/06/2006

14/12/2006

and Applicant's Drawing Nos. 5036/1000 Rev A, 5086/1200 K, 5086/1201 H, 5086/1202 J, 5086/1250 Rev H, 5086/1251 F, 5086/1252 C, 5086/1250, 5086/1051, 5086/1100 Rev E. Design statement. Renewable energy feasibility study.

Subject to the following conditions:

- 1 The development hereby permitted shall be begun before the end of three years from the date of this permission.

Reason:

As required by Section 11 of the Town and Country Planning Act 1990 as amended

- 2 Samples of the facing materials to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the details of facing materials in the interest of the appearance of the building in accordance with Policy E.2.3 'Aesthetic Control' of the Southwark Unitary Development Plan and Policy 3.13 'Urban Design' of the Southwark Plan (modifications version 2 006).

- 3 Details of the sun screens to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason:

In order that the Local Planning Authority may be satisfied as to the details of the sun screens in the interest of the appearance of the building in accordance with Policy E.2.3 'Aesthetic Control' of the Southwark Unitary Development Plan and Policy 3.13 'Urban Design' of the Southwark Plan (modifications version 2 006).

Southwark
Council

- 4 Details of the method of providing privacy between balconies, such as screens, to be used in the carrying out of this permission shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of screens between balconies in the interest of the protection of residential amenity in accordance with Policy E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan and Policy 3.2 'Protection of Amenity' of the Southwark Plan (modifications version 2006).

- 5 Details, including drawings showing the location and specification of the biomass multi-fuel boiler, shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of the biomass multi-fuel boiler proposed, in the interest of the environmental sustainability of the development in accordance with Policy 3.5 'Renewable Energy' of the Southwark Plan (modifications version 2006).

- 6 Details of how much of the predicted energy requirements of the development will be provided by renewable energy on-site shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason

In order that the Local Planning Authority may be satisfied as to the details of the renewable energy proposed, in the interest of the environmental sustainability of the development in accordance with Policy 3.5 'Renewable Energy' of the Southwark Plan (modifications version 2006).

- 7 The whole of the car parking shown on the drawings hereby approved, or approved subsequently in accordance with any condition of this permission, shall be made available, and retained for the purposes of car parking for vehicles of the occupiers of the building and no trade or business shall be carried on therefrom.

Reason

In order to avoid additional parking congestion on adjoining streets, in accordance with Policy 5.6 'Car parking' of the Southwark Plan (modifications version, 2006).

- 8 Details of the petrol / oil interceptors to be fitted in the car parking area shall be submitted to and approved by the Local Planning Authority before any work in connection with this permission is carried out and the development shall not be carried out otherwise than in accordance with any such approval given.

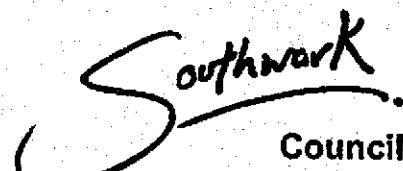
Reason

In order that the Local Planning Authority may be satisfied as to the details of the petrol / oil interceptor measures in the interest of avoiding pollution, and as required by Thames Water to avoid oil polluted discharges entering the local watercourse, in accordance with Policies 3.1 'Environmental Effects', and 3.9 'Water' of the Southwark Plan (modifications version, 2006).

- 9 Details of the facilities to be provided for the secure storage of cycles shall be submitted to and approved by the local planning authority before the development hereby approved is commenced and the premises shall not be occupied until any such facilities as may have been approved have been provided.

Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose without the prior written consent of the local planning authority, to whom an application must be made.

Reason



In order to ensure that satisfactory safe and secure cycle parking facilities are provided and retained in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with policy T.4.1 Measures for Cyclists of the Southwark Unitary Development Plan.

- 10 The refuse storage arrangements shown on the approved drawings shall be provided and available for use by the occupiers of the dwellings before those dwellings are occupied and the facilities provided shall thereafter be retained and shall not be used or the space used for any other purpose without the prior written consent of the Council as local planning authority.

Reason:

In order that the Council may be satisfied that the refuse will be appropriately stored within the site thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Policy E.3.1: Protection of Amenity and Policy T.1.3: Design of Development and Conformity with Council's Standards and Controls of Southwark's Unitary Development Plan.

- 11 No roof plant, equipment or other structures, other than as shown on the plans hereby approved or approved pursuant to a condition of this permission, shall be placed on the roof or be permitted to project above the roofline of any part of the building[s] as shown on elevational drawings or shall be permitted to extend outside of the roof plant enclosure[s] of any building hereby permitted without the prior written consent of the Local Planning Authority.

Reason:

In order to ensure that no additional plant etc. is placed on the roof of the building in the interest of the appearance and design of the building and the visual amenity of the area in accordance with Policies E.2.3 'Aesthetic Control' and E.3.1 'Protection of Amenity' of the Southwark Unitary Development Plan.

- 12 Before the use hereby permitted commences a Travel Plan shall be submitted in writing to the Local Planning Authority setting out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the building, including staff and visitors, and shall include at the start of the second year of operation a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site.

Reason:

In order that the use of non-car based travel is encouraged in accordance with Strategic Policy SP18 'Sustainable Transport' and Policies 5.2 'Transport Impacts' and 5.3 'Walking and Cycling' of the The Southwark Plan [modifications version 2006].

- 13 No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation which has been submitted by the applicant and approved by the Local Planning Authority.

Reason:

In order that the archaeological operations are undertaken to an acceptable standard and that legitimate archaeological interest on the site is satisfied.

- 14 No development shall take place until a detailed scheme showing the scope and arrangement of foundation design and all new groundworks, which may have an impact on archaeological remains, has been approved in writing by the Local Planning Authority and that the scheme will be monitored by the Council.

Reason:

To ensure that archaeological remains are not disturbed or damaged by foundations and other groundworks but are, where appropriate, preserved in situ.

- 15 **Reasons for granting planning permission.**



Southwark
Council

This planning application was considered with regard to various policies including, but not exclusively:

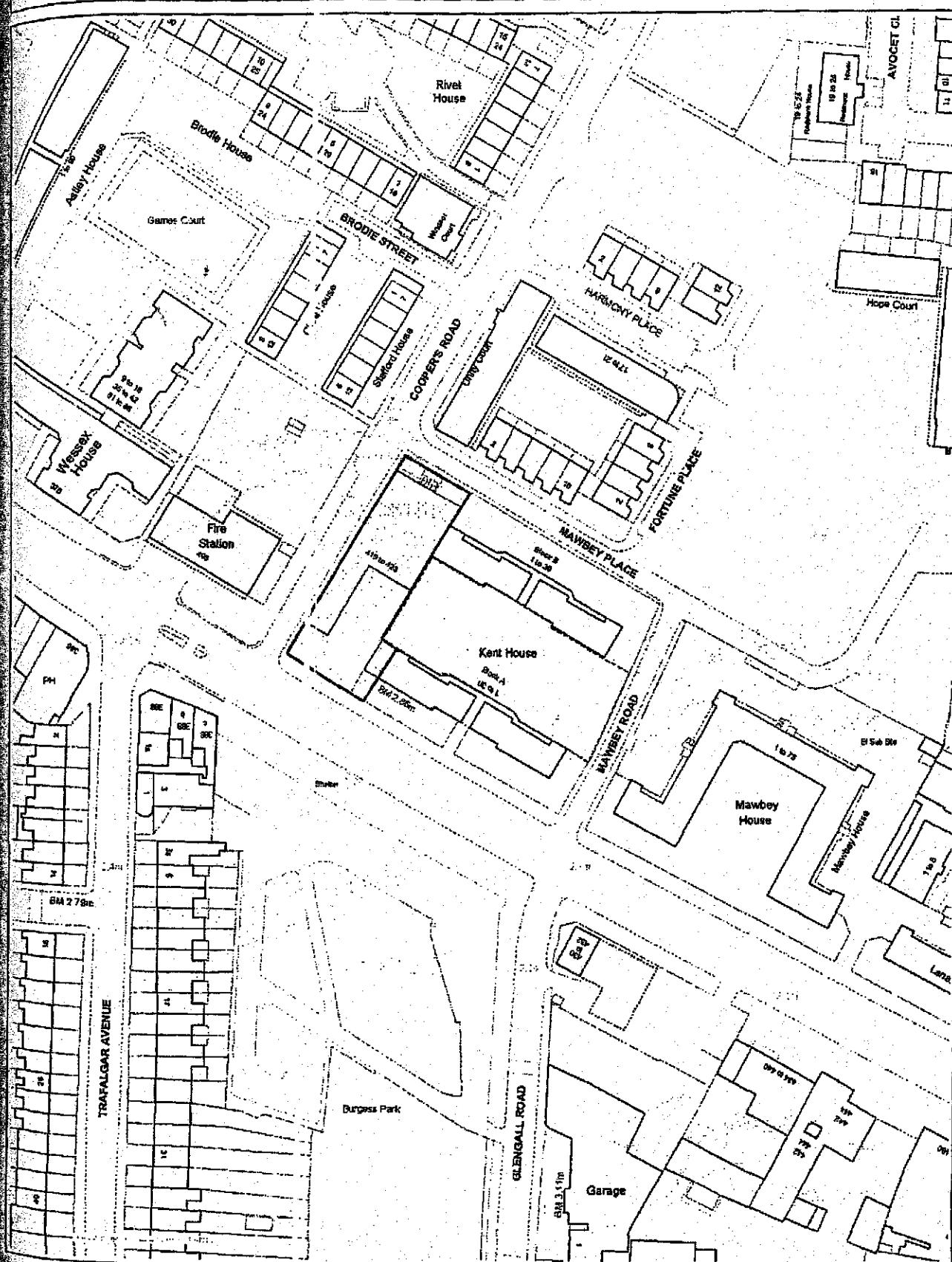
- a] Policies 3.1, 3.2, 19, 3.10, 3.11, 3.12, 3.13, 3.14, 4.1, 4.2, 4.3, 4.4, 5.1, 5.2, 5.3, 5.6, 5.7, and 5.8 of the Southwark Plan 2006 [Modifications Version].
- b] Policies C.1.3, E.2.2, E.2.3, E.2.6, E.3.1, E.3.2, H.1.4, H.1.5, H.1.7, H.1.8, H.1.10, T.1.2, T.1.3, T.6.3, and T.6.3 of The Southwark Unitary Development Plan 1995.
- c] Policies 3A.1, 3A.2, 3A.3, 3A.4, 3A.6, 3A.7, 3A.8, 3A.15, 3C.21, 3C.22, 3C.23, 4A.7, 4A.8, 4A.9, 4A.11, 4B.3, and 4B.6 of the London Plan [2004].
- d] Planning Policy Statements 1 and 3.

Planning permission was granted as there are no, or insufficient, grounds to withhold consent on the basis of the policies considered and other material planning considerations.

Informatics

- 1 At least 6 months before the occupation of the new buildings or units of accommodation hereby permitted you are advised that you must obtain the Council's approval for the numbering and naming of buildings and the naming of any new streets created by the development. Application forms can be obtained from the Street Naming and Numbering service at the Council's Regeneration Department, Council Offices, Chiltern, Portland Street, London SE17 2ES (Tel: 020 7525-5403).
- 2 Prior to the commencement of works you are advised that you must arrange a survey of the condition of the adjacent public highway. Please contact the Director of Regeneration Department, Chiltern, Portland Street, London SE17 2ES. (tel: 020 7525 5000).
- 3 The developer should consult the Environment & Leisure Department to agree how the Council's Code of Construction Practice will be applied to the proposed development. Please contact the Pollution section, Chaplin Centre, Thurloe Street, SE17 (tel: 020 7525 5000).

Success House, 419-423 Old Kent Road, SE1



SCHEDULE 2

SITE AND DEVELOPMENT FACILITIES

1. The sum of £26,000 (TWENTY SIX THOUSAND POUNDS) as a contribution towards the cost of providing primary and secondary school places in the London Borough of Southwark.
2. The sum of £19,215 (NINETEEN THOUSAND TWO HUNDRED AND FIFTEEN POUNDS) towards employment provision in the vicinity of the Site;
3. The sum of £11,000 (ELEVEN THOUSAND POUNDS) towards open space provision in the vicinity of the Site;
4. The sum of sum of £1,788 (ONE THOUSAND SEVEN HUNDERED AND EIGHTY EIGHT POUNDS) towards transport improvements in the vicinity of the Site

SCHEDULE 3

Approved List of Registered Social Landlords

London Borough of Southwark - On Site Section 106 Affordable Housing Developments

Approved List of Registered Social Landlords

Wandle

London & Quadrant Housing Trust

Presentation

Hexagon

Hyde

Family/ Mosaic Housing Association

Metropolitan Housing Trust

Southern Housing Group

Guinness

All the RSLs have an established relationship with the council in terms of nominations

and a local management presence.

June 2007

SCHEDULE 4**Schedule of Affordable Housing**

A total of 14 units to be provided on a Shared Ownership basis and comprised of: -

| Floor | Unit Type | Ownership | Unit Area (sqm) | Unit Area (sqft) |
|--|-----------------------|------------------|-----------------|------------------|
| 2 nd | 1 x 1B Flat | Shared Ownership | approx 45 | approx 484 |
| Ground 5 th | 7 x 2B Maisonettes | Shared Ownership | approx 77-82 | approx 828-882 |
| 1 st 2 nd 3 rd 4 th | 6 x 3B Flats | Shared Ownership | approx 78-102 | approx 839-1097 |

(iii) "the Property and "the Properties" each mean all that property known as Land and Buildings forming part of the Coopers Road Estate Coopers Road London SE1 as the same are shown for the purposes of identification only and shown edged red on the plan annexed hereto (marked "Plan 1") and which is registered at H M Land Registry under the title numbers listed in the Schedule hereto and reference in this Agreement to the same shall refer to any of the properties which make it up

(iv) "the First Group of Properties" shall mean the properties shown edged green on the Plan marked "Plan 2"

(v) "the Second Group of Properties" shall mean the properties shown edged red on the Plan marked "Plan 2"

(vi) "the Third Group of Properties" shall mean the properties shown edged yellow on the Plan marked "Plan 2"

(vii) "the Group of Properties" shall mean the First Second or Third Group of Properties

(viii) "the Premium" is the Premium apportioned between the First Second and Third Groups of Properties in the following proportions:-

As to the First Group of Properties the sum of £810,632.00. As

to the Second Group of Properties the sum of £1,500,048.00. As

to the Third Group of Properties the sum of £689,416.00

(ix) "the Deposit" shall be nil

AN AGREEMENT made the 25th day of March 2002 BETWEEN
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
SOUTHWARK acting by the Council of the said Borough of Town Hall
Peckham Road London SE5 8UB ("the Landlord") (1) and THE
GOVERNORS OF THE PEABODY TRUST of 45 Westminster Bridge
Road London SE1 7JB ("the Tenant")

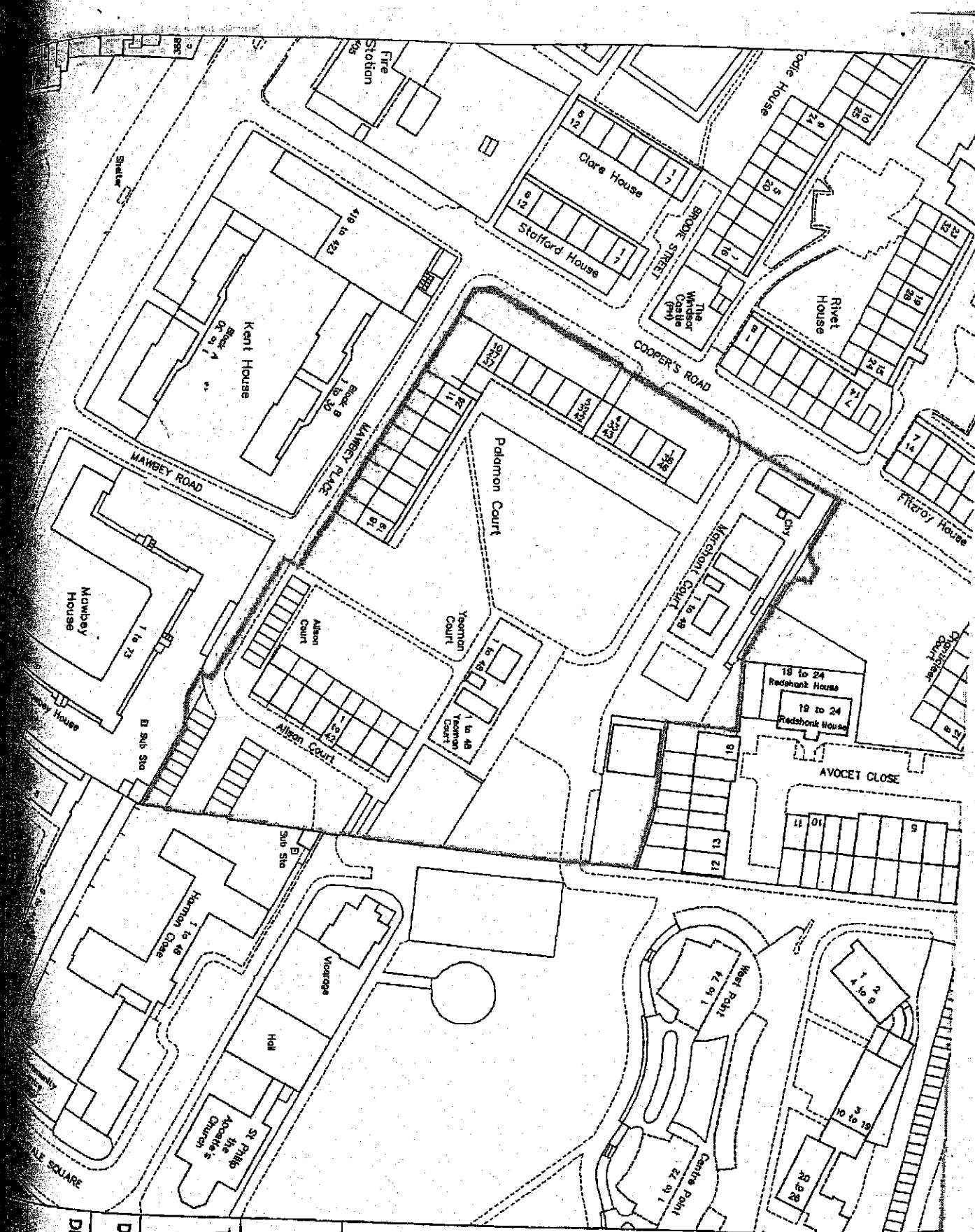
WHEREAS IT is the intention of the parties that subject to the matters contained herein the Tenant will take long leases of the properties known as Land forming part of the Coopers Road Estate Coopers Road London SE1 in accordance with the Terms of this Agreement and the Leases and shall on practical completion of the Works (hereinafter defined) and in accordance with the Lease terms be granted the freehold of each completed Lease(s) for £1 (one pound)

WHEREBY IT IS AGREED as follows:

Interpretation

1 IN this Agreement where the context admits:

- (i) "the Leases" mean the three individual Leases of the relevant Group of Properties to be granted to the Tenant in accordance with the provisions hereinafter contained and in the form of the Draft Lease
- (ii) "the Draft Lease" means the draft substantially in the form annexed to this Agreement with such amendments thereto as may reasonably be required by either the Landlord or the Tenant and approved by the other (such approval not to be unreasonably withheld or delayed)



S
Cooper's
Regeneration

KEY

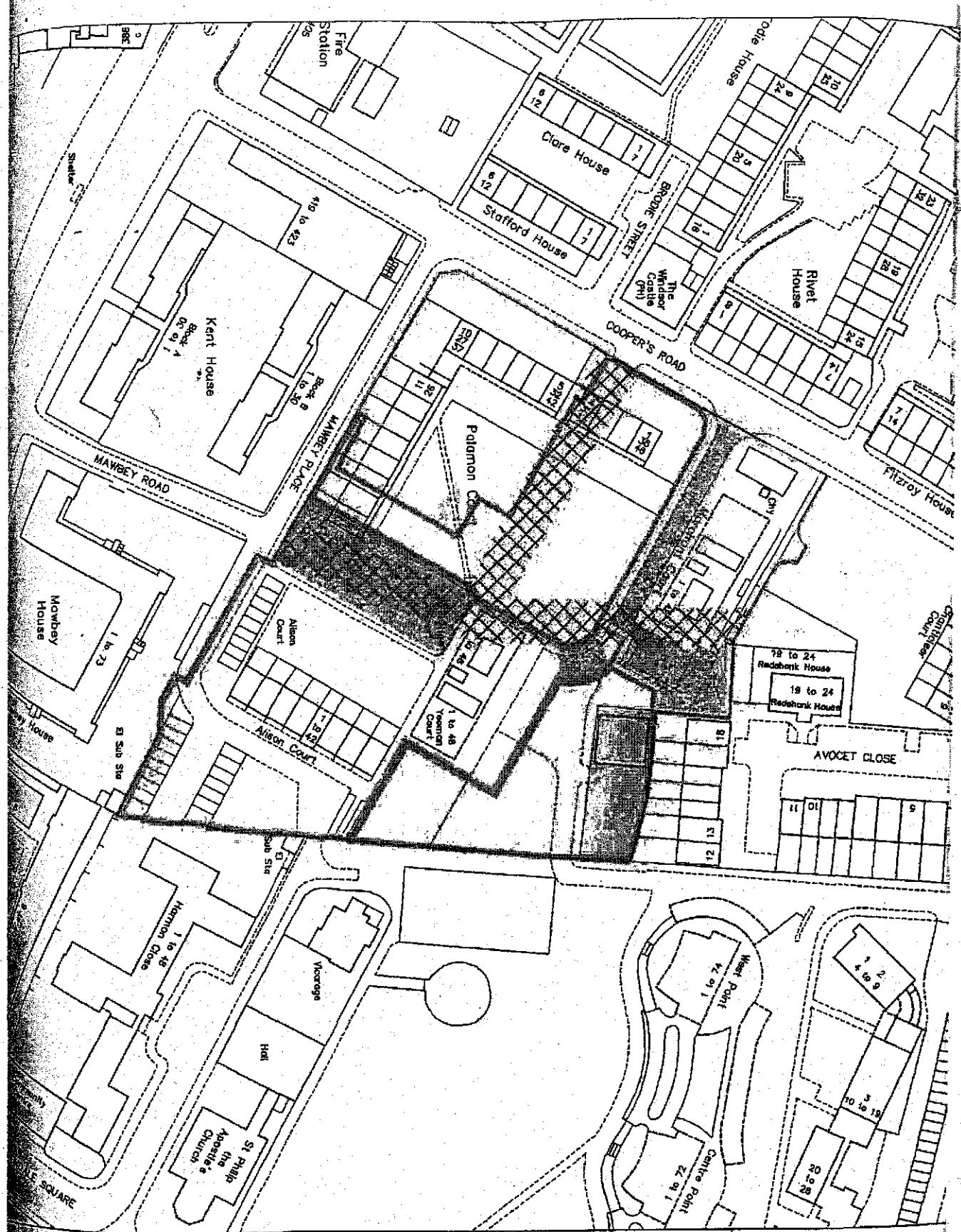
 Site Boundary.

TITLE.
Cooper's Road Estate, SE1.

DRAWING NO.
LBS_321

DRAWN BY.
MINANK TELLOW
Property Division

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三

Site Boundary:

卷之三

Phase 2 Boundary

Phase 3 Boundary.

Right of Access.

Mawley Youth Club Land.

Allocated Parking.

Not Revisited

(Former Highway)
Marley Road

Emily Road

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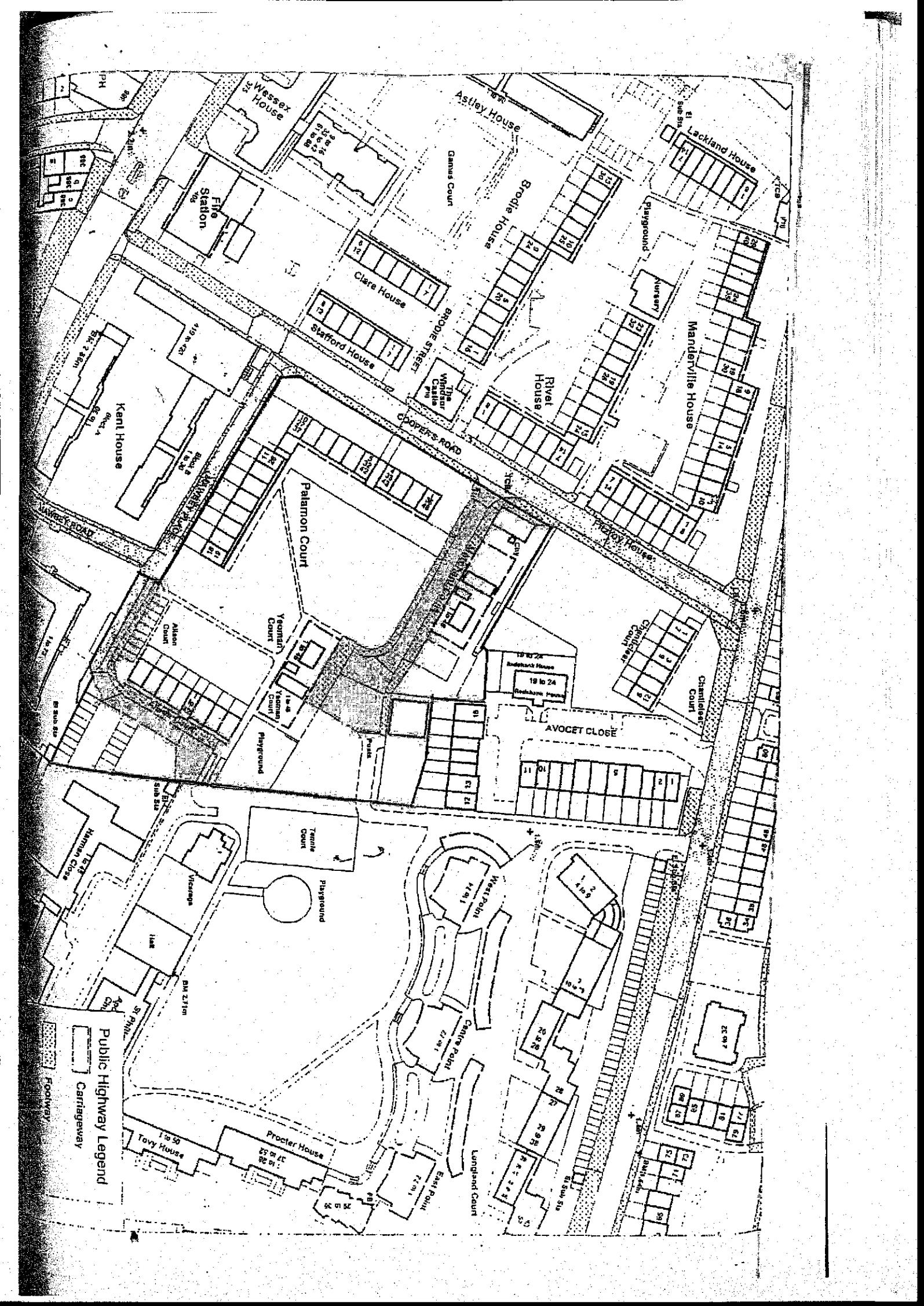
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TITLE

Cooper's Road Estate, SEL.

DRAWING No. 175

MOTENKINOW



Public Highway Legend

Footpath

Carriageway

- (x) "the Landlord's Notice" means in respect of each Property comprised in any of the Groups of Properties which at the date hereof are tenanted a written notice served on the Tenant by the Landlord specifying that the Landlord has obtained vacant possession of each dwelling in such Group of Properties and requiring the Tenant to complete the appropriate Lease for such group on the twenty-eighth day after the day following the service of the Landlord's Notice on the Tenant as defined by the National Conditions of Sale Twentieth Edition
- (xi) "the Tenant's Notice" shall mean a written notice served by the Tenant on the Landlord within ten days of service on the Tenant of the Landlord's Notice confirming that the Tenant accepts that its obligation to complete the Lease has crystallised and confirming that the Tenant will complete the Lease on the date specified in the Landlord's Notice
- (xii) "the Works" shall mean a residential development of flats and houses with new estate roads and external works in the position shown on the plan in accordance with Planning Permission number TP/2353-B/ MM granted on 15th November 2001 ("the Planning Permission") as varied or amended from time to time or any other residential development relating to the First Group of Properties permitted pursuant to any alternative planning permission obtained in accordance with Clause 17
- (xiii) "the Parties" shall mean the parties hereto

(xiv) "the Vacant Possession Condition" means the obtaining by the Landlord of vacant possession of each of the Properties in each Group of Properties in such Group (unless the parties agree otherwise)

(xv) "the Stopping Up Condition" means the granting of a valid and unopposed Stopping up Order in respect of the highways shown on the plan annexed hereto marked "Plan 3"

(xvi) "the Conditions" means the Vacant Possession Condition and the Stopping Up Condition

(xvii) "the Green Land" means the land coloured pink on Plan 2 annexed hereto

(xviii) "the Youth Club Lease" means the Lease in the form annexed hereto

(xix) Words importing the singular meaning shall include the plural and vice versa and where the Tenant consists of two or more persons all covenants by the Tenant shall be deemed to be made by such persons jointly and severally and words importing the masculine shall include the feminine and neuter genders vice versa

(xx) Clause headings are for convenience only and do not affect the interpretation of this Agreement

2 DEPOSIT

ON exchange of this Agreement the Tenant shall pay to the Landlord the Deposit to be held as agent for the Tenant pending revision

termination or completion of this Agreement and in this connection any interest which accrues on the Deposit shall accrue to the Landlord

3 COMPLETION

- (a) Completion of the Lease of the First Group of Properties shall take place on 25th March 2002
- (b) Completion of the Lease of each of the Second Group of Properties and the Third Group of Properties is conditional upon the Conditions being satisfied in relation to such Group of Properties provided always that the Tenant may at any time by written notice served upon the Landlord waive all or any of the Conditions PROVIDED THAT the Tenant shall not be obliged to complete the Lease of the Second Group of Properties before 1st January 2004 or to complete the Lease of the Third Group of Properties before 1st July 2005 unless the parties hereto agree otherwise in writing
- (c) Completion of the relevant Lease of the relevant Group of Properties shall take place 20 working days after the satisfaction or waiver of the Conditions
- (d) The Landlord shall use all reasonable endeavours to satisfy the Vacant Possession Condition in relation to the Second Group of Properties and the Third Group of Properties by a date six months from the date of the Lease for the First Group of Properties and a date six months from the date of the Lease for the Second Group of Properties respectively failing which the Tenant may at any time thereafter rescind this Agreement by

serving written notice upon the Landlord whereupon this Agreement shall absolutely cease and determine but without prejudice to the enforcement of the objections which arose beforehand

(e) "Reasonable endeavours" in clause 3(d) shall not be interpreted as imposing on the Landlord any obligation to pay to any occupier or the party with any interest in any part of the property any form of compensation (save that (if any) to which such occupier or party may be statutorily entitled)

(f) Subject to Clause 17 the Tenant shall pay to the Landlord the Apportioned Premium for the relevant Group of Properties

(g) On each date of completion the Landlord shall grant and the Tenant shall take the Lease of the relevant Group of Properties upon payment of the Apportioned Premium

(h) Completion shall take place at the offices of the Landlord's solicitors

(i) If any of the Conditions contained in this clause 3 have not been fulfilled in respect of any Group of Properties by a period which is three and a half years from the date of the Lease of the First Group of Properties the Landlord or the Tenant may determine this Agreement in respect of such Group of Properties by notice in writing served on the other whereupon this Agreement shall absolutely determine in respect of such part

(j) If any of the Leases have not been completed by a date three and a half years from the date hereof the Apportioned Premium for that Group shall be increased by a figure/percentage representing the rise in the Retail Price Index the base point for which shall be the date three and a half years from the date hereof.

4(a) THE grant of each of the Leases shall be subject to:

(i) Any Agreement matter or thing whether registered or not before the date of this Agreement and all matters or things capable of registration in the Local Land Charges Registers or any other registers of public record whether or not actually so registered and whether the Landlord or the Tenant has notice of the same or not affecting the Property or any part thereof

(ii) All notices served and orders demands proposals requirements or any other matters or things made by any local or public authority whether before or after the date of this Agreement

(iii) All actual or proposed orders directions notices charges restrictions conditions agreements schemes or any other matters arising under the Town and Country Planning Acts or any other statutes

(iv) All rights easements quasi-easements wayleaves privileges in the nature of easements overriding interests and other matters affecting the Property or any part thereof and the Tenant shall be deemed to be aware of the existence of all such matters and also of all and any poles overhead cables pylons rights of way drains sewers pipes wires conducting media

of whatsoever nature and watercourses and the like affecting the Property or any part thereof and shall make no claim arising from any adverse effect on the development or use of the Property or any part thereof resulting from the existence thereof

(b) Insofar as the Landlord is aware of any matters as referred to in clause 5(a) hereof the Landlord warrants that it has disclosed the same in writing to the Tenant prior to the date hereof

5 THIS Agreement is personal to the Tenant and the Tenant shall itself take up the Leases and shall not assign its interest under this Agreement save by way of charge

6 THE National Conditions of Sale (Twentieth Edition) are incorporated herein so far as they are not inconsistent with the terms of this Agreement but references to the "Vendor" and the "Purchaser" therein shall be deemed to refer to the "Landlord" and the "Tenant" respectively and the National Conditions shall be amended as follows:

(a) The prescribed rate of interest shall be 4% per annum over the base rate of National Westminster Bank Plc from time to time in force

(b) National Conditions 3, 5(3) (v), 7(1)(ii) and (iii) 21(2) and 21(3) shall not apply and in 5(5) (i) the reference to 2.15 pm shall be amended to 1.30pm

(c) The words "unless given prior written consent of the Landlord's Head of Property to carry out any works in which case such works shall

e carried out in accordance with the directions of the said Head of
Property shall be added to the end of National Condition 8(1)(iii) and (v)

d) The words "but shall only be obliged to restore the property to
its present state and condition if requested to do so by the Landlord" shall
be added to the end of National Condition 8(2)

(e) In National Condition 8(3) the word "not" shall be deleted

(f) National Condition 15 shall not apply and the Landlord as
landowner makes no warranty as to the authorised use of the Property for
the purpose of the Planning Acts

(g) In National Condition 16(1) the words "including the London
Borough of Southwark acting in its independent capacity as statutory
planning authority, environmental health and safety authority, highways
authority, education authority and in pursuance of its other statutory
functions and obligations" shall be added after the words "any local
authority"

(h) In National Condition 22(2) and 22(3) the words "10 working
days" shall be substituted for the words "16 working days"

7 TITLE

(a) The Landlord demises the Property with the exception of the
Green Land with full title guarantee and is registered Proprietor with
freehold title absolute registered at H M Land Registry under the Title
Numbers as set out in the Schedule hereto

(b) The Landlord demises to the Tenant such right title and interest as it has in the Green Land

(c) The Property is sold subject to the contents of and matters referred to in the said Titles and the Tenant accepts the Landlord's title to the Property and to grant the Leases

8 On the satisfactory completion of the Works on each of the Group of Properties the Landlord will forthwith proceed to sell the freehold of all the property contained in that Group to the Tenant for £1 with rights of way for the Landlord and the Tenant over all the roadways and other common parts excepted and reserved to the Landlord as set out in the Leases

9(a) VAT shall mean Value Added Tax within the meaning of the Value Added Tax Act 1994 (as amended or re-enacted) or other tax of a similar nature as may from time to time be in force and unless otherwise expressly stated all reference to Premium or other monies payable by the Tenant including the deposit are exclusive of any VAT due and chargeable thereon and VAT due shall be payable by the Tenant in addition at the time of payment of the said monies

(b) The Landlord warrants that it has not waived the exemption from charging VAT in respect of the Properties and undertakes not so to do pending completion

10 IT is admitted by the Tenant that in relation to this Agreement and the Lease

- (i) the Tenant has not acted or relied on any representations made by or on behalf of the Landlord except those made or confirmed in writing by the Landlord's Conveyancing Solicitors and
- (ii) the Landlord makes no warranty or representation whether expressed or implied as to the condition or structure of the buildings or structures in the Property or as to their suitability for the Permitted Use or to the Works (such expressions being defined in the Draft Lease) and
- (iii) this Agreement does not constitute any permission consent or Licence whatsoever for the Works (as defined in the Lease) under the Town and Country Planning Acts bye-laws building regulations or any statutes regulations or otherwise and
- (iv) this Agreement together with the National Conditions of Sale (20th Edition amended as set out herein before) constitute the entire contract between the parties

11 NOTICES

ANY Notice under this Agreement shall be in writing and any Notice to the Tenant shall be deemed to be sufficiently served if sent to the Tenant by recorded delivery post or left at the Tenant's registered office or the Property and any Notices to the Landlord shall be deemed to be sufficiently served if delivered to their Solicitor at the Landlord's offices for the time being or sent to him/her by recorded delivery post addressed to reference LEG/SALE/MAS

12 VACANT POSSESSION

THE Tenant agrees and accepts that the demise is with vacant possession notwithstanding the existence of any rubbish debris or other matter at the Premises and the Tenant shall be responsible for clearance of such rubbish debris or other matter at his own expense

13 SAVE in so far as they have been fully performed or are provided for in the Lease the provisions of this Agreement shall remain in full force and effect after and notwithstanding completion of the Lease

14 IT is hereby agreed and declared that any works carried out under the terms of this Agreement by the Tenant shall not constitute or be deemed to be improvements in respect of which any claim shall be made by the Tenant against the Landlord

15 ~~ON the date of completion of the Lease of the First Group of Properties the Landlord shall pay to the Tenant the sum of £304,100.30 being the estimated sum payable by the Landlord to the Tenant in respect of design fees and consultants fees incurred by the Tenant on behalf of the Landlord. The Landlord shall pay to the Tenant any additional sums property incurred by the Tenant in respect of such fees on production of satisfactory invoices and accounts~~

16 ON completion the Landlord shall accept and the Tenant shall grant the Youth Club Lease

7.1 On completion of the Lease of the First Group of Properties the Tenant shall retain from the Apportioned Premium the sum of £249,000 ("the Retention")

17.2 The Landlord and the Tenant acknowledge that in the absence of good title to the Green Land the Tenant is unable to develop in full the First Group of Properties in accordance with the Planning Permission and the Retention represents the estimated reduction in value of the First Group of Properties based on the number of habitable rooms that may not be developed

17.3 For the purposes of this Clause 17 a habitable room means a room the main purpose of which is sleeping living or dining and includes separate living rooms and bedrooms but excluding toilets bathrooms landings hall lobbies and kitchen diners

17.4 The Landlord agrees to use all reasonable endeavours to assist the Tenant in obtaining either (a) Registered Title Absolute in the name of the Tenant to the Green Land free from encumbrances ("Registration") and/or (b) Defective Title Indemnity Insurance Cover in relation to the Green Land in terms and subject to conditions acceptable to the Tenant in its absolute discretion ("Insurance Cover") as soon as possible after the date hereof

17.5 Upon completion of Registration or the receipt of Insurance Cover the Tenant will pay the Retention plus accrued interest thereon to the Landlord

17.6 In the event that Registration has not occurred or Insurance Cover has not been obtained by the date six months from the date hereof the Tenant shall thereafter use reasonable endeavours to obtain detailed Planning Permission for residential development of the First Group of Properties in terms and subject to conditions acceptable to the Tenant in its absolute discretion ("Revised Planning Permission")

17.7 Upon implementation of the Revised Planning Permission the Tenant shall pay to the Landlord the Retention less the sum calculated in accordance with the following formula:-

$$\text{£7,576} \times (\text{396 less A})$$

Where (A) is the number of habitable rooms permitted by the Revised Planning Permission and by the Planning Permission for the Second Group of Properties and the Third Group of Properties

and thereafter the balance of the Retention (being the sum arrived at in using the above formula) shall be released absolutely to the Tenant

17.8 If at any time within three years after completion of Registration or the receipt of Insurance Cover the Tenant receives Detailed Planning Permission including the Green Land for a residential development of the Property exceeding 396 habitable rooms the Tenant shall upon implementation of such Planning Permission pay to the Landlord the sum of £7,576 per habitable room in excess of 396 habitable rooms relating to the Property. If such sum becomes payable more than 5 years after the

date hereof the figure of £7,576 shall be increased by a figure/percentage representing the rise in the Retail Prices Index the base point for which shall be the date 5 years from the date hereof

17.9 Upon payment of any sums by the Tenant to the Landlord pursuant to Clauses 17.5 or 17.7 above the Landlord shall pay up to the sum of £138,00⁰ to the Tenant for use by the Tenant in connection with the provision of a Youth Club facility to benefit the Property

SIGNED by or on behalf of the parties

Douglas Teasom

Schedule

List of Title Numbers

171327
175571
179704
332501
335655
408175
420664
458218
LN104794
LN111641
LN119510
LN126684
LN127427
LN144479
LN149125
LN163882
LN17837
LN178620
LN224157
LN31227
LN52216
LN62223
LN62890
LN26079
LN9942

10.13 Jerry M. Geller, mba

COPY

THIS VARIATION CONTRACT is made the 11th day of JANUARY 2006
BETWEEN (1) The MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
SOUTHWARK of Town Hall Peckham Road London SE5 8UB and whose address for service
is C/O Director of Housing (Housing Regeneration Initiatives) 9 Lacon Street London SE17
1RX ("the Landlord") and (2) THE GOVERNORS OF THE PEABODY TRUST of 45
Westminster Bridge Road London SE1 7JB ("the Tenant")

WHEREAS:

1. This Agreement is entered into in substitution for an Agreement made between the same parties and dated 25 March 2002 ("the Original Agreement") relating to Land and Buildings forming part of the Coopers Road Estate Coopers Road London SE1.

NOW IT IS AGREED as follows:

1. The terms conditions and provisions of the Original Agreement are incorporated into this Variation Contract and where there is a conflict between the terms and conditions of the Original Agreement and this Variation Contract this Variation Contract shall prevail
2. All definitions within the Original Agreement are incorporated into this Agreement (save as hereinafter varied)
3. The Landlord will grant the Leases of the Property and the Tenant will accept the Leases of the Property for the Premium subject to the variation terms set out in the Schedule hereto

SCHEDULE

The terms of the Original Agreement are hereby agreed to be now varied by the Landlord and the Tenant as follows:

- A. In clause 1 (vi) the Definition of the Third Group of Properties shall be deleted

- B. In clause 1 (vii) the definition of the Group of Properties shall be amended by the deletion of the words " or Third"
 - C. In clause 1 (viii) the definition of the Premium shall be amended by the deletion of the words "£1,500,048.00. As to the Third Group of Properties the sum of £ £689,416.00" and such wording shall be replaced with "£2,189,464"
 - D. Plan 2 shall be replaced by Plan 2 annexed hereto
 - E. In clause 3 (b) the words " of each of the Second Group of Properties and the Third Group of Properties" shall be deleted and replaced with "the Second Group of Properties"
 - F. In clause 3 (b) the words " or to complete the Lease of the Third Group of Properties before 1st July 2005" shall be deleted
 - G. In clause 3 (d) the wording from and after "and the Third Group of Properties." shall be deleted and shall be replaced with "by 9 March 2006"
 - H. In clause 3 (i) the words " a period which is three and a half years from the date of the Lease of the First Group of Properties" shall be deleted and replaced with "9 March 2006"
 - I. Clause 3 (j) shall be deleted
 - J. New clauses shall be added to the lease as follows:-
- "16. On completion of the provision of a youth club pursuant to clause 17.9 below the Tenant shall grant and the Landlord shall accept a lease of the youth club in accordance with the heads of terms annexed hereto and both parties shall use all reasonable endeavours to agree the terms of the lease."

17.9 the Tenant covenants with the Landlord within 5 years from the date hereof to provide a Youth facility within the Ward of South Bermondsey or other location with the agreement of the Landlord's Youth Services agreement not to be unreasonably withheld a Youth Club to benefit the relevant persons who are to be granted accommodation when built at the Property and subsequently to persons living in the vicinity of the Property the scope of such provision to be agreed between the Tenant and the Landlord

17.10 The Council shall pay to the Tenant the sum of £138,000 for the Tenant to use in connection with the provision of the said youth club on the earlier of the date of Practical Completion of the Property and the date upon which the Tenant receives a resolution to grant planning permission for the said youth club facility.

17.11 It is hereby agreed and declared by the parties that the Tenants obligations contained in this clause 17 are conditional upon the Tenant obtaining Consent from the Housing Corporation pursuant to s9 Housing Act 1996, and planning permission permitting the construction and/or use of the said youth club facility in terms acceptable to the Tenant (which the Tenant will use reasonable endeavours to obtain)

18. Disputes

18.1 Disputes arising on clauses in draft lease

If any dispute or difference shall arise between the Landlord and the Tenant as to the inclusion of any clause in the draft Lease or the drafting of any clause (the inclusion being agreed) in the draft Lease the subject matter of this Lease either party at any time by giving written notice to the other may refer the dispute or difference for determination to an independent person ("the Independent Person") who shall have been qualified in respect of commercial leases for not less than ten (10) years and who shall be a specialist in relation to such subject matter

18.1.1 Appointment of Independent Person

The Independent Person shall be appointed by agreement between the Landlord and the Tenant or if within ten (10) Working Days after service of the Determination Notice they are unable to agree then on the application of either of the parties by the Chairman for the time being of the Bar Council

APPENDIX

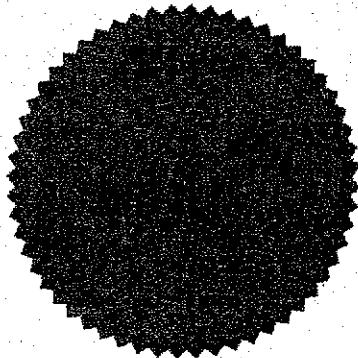
1. Tenant to construct the facility not exceeding 157 square metres GIA to shell and core standard with basic fit out comprising the provision of services a fitted kitchen toilets and floor coverings.

2. Following completion of basic fit out Landlord to be granted a 50 year Landlord and Tenant Act 1954 excluded lease at a peppercorn rent with 10 yearly tenant break clauses.
 3. Lease to prohibit assignment and subletting of whole or part.
 4. Tenant to pay a fair and reasonable proportion of buildings maintenance and insurance cost and usual service charge items.
 5. Landlord to be responsible for external repairs and insurance.
 6. Tenant to be responsible for internal repairs and replacement glazing
- K. Clause 16 shall be deleted and replaced with Clause 16 referred to above
- L. The Draft Lease attached to the original agreement shall be replaced with the draft lease annexed hereto

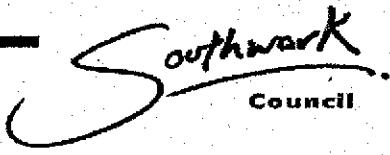
SIGNED for and on behalf of)
The Landlord

Wally

SIGNED for and on behalf of)
The Tenant



8139



DATED

2005

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK**

- and -

THE GOVERNORS OF THE PEABODY TRUST

Counterpart/

LEASE
Of:

LAND IN COOPERS ROAD LONDON SE1

Deborah Holmes
Borough Solicitor
London Borough of Southwark
South House
30-32 Peckham Road
London
SE5 8UB

Ref: LEG/CONV/DMB

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- 2 Tenants Covenant
 - (1) To pay rent
 - (2) To permit entry
 - (3) To carry out work
 - (4) To pay outgoings
 - (5)(a) To locate and isolate services before work
 - (b) To lay in sewers and drains
 - (6)(a) Not to clutter site
 - (b) To deliver artefacts
 - (c) Not to damage roadways
 - (d) To prevent congestion of highway
 - (e) To obtain contractors covenant
 - (f) Not to sell minerals
 - (g) To prevent fly-tipping of materials
 - (h) To insure against Third Party risks
 - (7) To Indemnify
 - (8) Not to block drains
 - (9) Not to discharge noxious fluids
 - (10) To insure the premises
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 - (13) To redecorate
 - (14)(a) To observe legislation
 - (b) To observe statutes relating to planning
 - (15) To permit entry to inspect
 - (16) Not to alter
 - (17) Alienation
 - (18) Not to cause nuisance
 - (19) Not to display advertisements

- (20) Not to share occupation
- (21) Not to permit auctions
- (22) Not to permit storage of inflammable items
- (23) To yield up
- (24) To observe fire precautions
- (25) Not to overload
- (26) To maintain open areas
- (27) Not to keep livestock
- (28) To enforce under tenants covenants
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- (35) To pay interest
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- (37) Not to stop up windows or permit encroachments or unauthorised occupations
- (38) Not to obstruct common parts
- (39) To use only for the permitted Use
- (40) To observe special conditions and additional matters and restrictions set out in the particulars

3 Landlords Covenants

4 Provisos

- (1) Forfeiture
- (2) Acceptance of Rent
- (3) Notices in Writing
- (4) Section 62 Exclusion
- (5) No restrictions on retained lands
- (6) Councils Duties as Local Authority Unaffected

- (7) Disputes
- (8) Exclusion of Liability
- (9) Exclusion of Rights of Compensation

5 Agreement for Lease

FIRST SCHEDULE

Easements and Reservation

- 1 Right to Services
- 2 Right of Entry to repair Services
- 3 Right of Support
- 4 Additional Rights

SECOND SCHEDULE

(Exceptions and Reservations out of the Demise)

- 1 Support
- 2 Right to Alter Adjoining Premises
- 3 Right of Way for Services
- 4 Right to enter for purposes of work to Adjoining Land
- 5 Right to vary Rights
- 6 Rights in Particulars

THIRD SCHEDULE:

The works

FOURTH SCHEDULE:

Conditions of Work

FIFTH SCHEDULE:

Definitions and Interpretations

BUILDING LEASE

PARTICULARS

Date

Landlord : THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of Town Hall Peckham Road London SE5 8UB

Tenant : THE GOVERNORS OF THE PEABODY TRUST of 45 Westminster Bridge Road London SE1 7JB

Premises : ALL THAT land and building thereon known as land to the east of Coopers Road London SE1 shown edged red on Plan 1 annexed hereto

Landlords Retained Adjacent Land : All that land and building shaded orange on Plan B2 annexed

Premium : TWO MILLION ONE HUNDRED AND EIGHTY NINE THOUSAND FOUR HUNDRED AND SIXTY FOUR POUNDS (£2,189,464.00) (exclusive of VAT and Rates)

Rent : A Peppercorn per annum exclusive of VAT and Rates

Rent Commencement Date : The Date Hereof

Term : One Hundred and Twenty-Five Years

Term Start Date : The Date Hereof

Permitted Use : For a residential development of 80 dwellings

The Works : Those Works described in the Third Schedule and subject to the Conditions in the Fourth Schedule or such variation thereof as shall be approved in writing by the Landlord such approval not to be unreasonably withheld or delayed PROVIDED

THAT no minor variations or variations required in order to comply with statutory requirements or the requirements of any competent authority require the Landlord's approval

Work Commencement Date : months from the date of this Lease

Practical Completion Date : Three years from the date hereof

Landlords Registered Title Number : TGL202306

Additional Special Conditions : 1. From the date hereof the Tenant shall be responsible for securing the Premises against children and trespassers and tortious claims such as nuisance and shall fully and effectually indemnify the Landlord for any claims arising with respect to the Premises except for any taxation due to the Landlords interest in or demise of the Premises hereunder except where specifically provided herein

T H I S L E A S E is made the day written in the Particulars **BETWEEN**

the Landlord the Tenant set out in the Particulars

- (1) The Landlord is the registered proprietor of the freehold interest in the land hereinafter described and registered with other land at H M Land Registry with Absolute Title under the title number set out in the particulars
- (2) The Landlord has agreed to grant to the Tenant a Lease of the Premises on the terms and conditions hereinafter mentioned and subject to the Tenant carrying out the Work more particularly described in the Third Schedule hereto and subject to the conditions set out in the Fourth Schedule.
- (3) The interpretation of the words and expressions used herein shall be determined by the definitions and interpretations set out in the Fifth Schedule hereto and to the matters set out in the Particulars

WITNESSETH as follows:

1 **DEMISE**

IN consideration of the Premium now paid by the Tenant to the Landlord (the receipt whereof the Landlord hereby acknowledges) and in pursuance of Section 32 of the Housing Act 1985 and of the covenants on the part of the Tenant hereinafter contained the Landlord hereby demises unto the Tenant ALL THAT the Premises with full title guarantee TOGETHER WITH the easements and other rights contained or referred to in the First Schedule hereto SUBJECT TO the matters and reservations as

TITLE.

Cooper's Road Phase 2.
Grant of Building Lease to Peabody Trust.

Southwark
Council

DRAWING No.

LBS_1040

DRAWN BY.

MMANKTELOW
Property Division

DATE.

5/1/2006

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mentioned in the Second Schedule TO HOLD the same for the Term subject to payment of the rent as set out herein

2 TENANT'S COVENANTS

The Tenant to the intent that the obligations hereby created shall continue throughout the Term **HEREBY COVENANTS** with the Landlord as follows:-

(1) To Pay Rent

To pay the reserved rent as set out in the Particulars on each anniversary of this Lease (if demanded) the first payment of rent hereunder being the proportion of payment in respect of the period commencing on the rent commencement date and ending on the subsequent anniversary having been paid on the execution of this Lease

(2) To Permit Entry

To permit the Landlord's Surveyor and all persons by his/her authority at all reasonable times upon prior appointment to enter upon the Premises and any buildings thereon to view the state and progress of the buildings and to inspect and test the materials and workmanship and for any other reasonable purpose provided that nothing in this Lease shall confer upon the Landlord any easements quasi-easements or rights which shall in any manner prevent hinder impede or require variation in the execution and completion of the Works and provided always that the Landlord's statutory or other public authority duties while the Landlord is a Local Authority are hereby excepted

(3) To Carry Out the Works

- (a) At its own expense to prepare and with all reasonable speed submit in duplicate layout plans and elevations of the Works to a scale approved by the Landlord
- (b) At all times during the continuance of the Works to enclose in accordance with the reasonable requirements of the Landlord's Surveyor for the time being (hereinafter called "The Landlords Surveyor") that part of the Premises upon which the Works are being executed and to keep the Premises in a safe condition and free from nuisance having regard to the need to carry out the Works as soon as reasonably practicable (but in any case not later than the Work Commencement Date) at the Tenants's own cost forthwith to commence the Works and (subject as hereinafter contained) thereafter diligently to complete the Works upon the Premises not later than the Practical Completion Date (or such extended period as shall be agreed in writing by the Landlord's Surveyor acting reasonably)

AND IT IS HEREBY AGREED that the Tenant shall notify the Landlord not less than 21 days prior to the Tenant's estimated date of practical completion of the Works and the Landlord shall through it's representatives within such period of 21 days be entitled

- (i) to inspect the Works and
- (ii) to make representations and objections on the proposal to issue the certificate referred to below

AND that upon practical completion of the Works the Tenant shall procure that its architect shall issue a certificate to that effect and a copy thereof shall be provided to the Landlord

PROVIDED NEVERTHELESS that if default of delay in commencing or completing the Works or any part thereof shall arise from fire tempest frost or other inevitable cause or accident or from any strikes or lock-out in the building trade or any kindred trades or from any other cause beyond its control including but not limited to the grounds upon which the Tenant's Contractor is entitled to an extension of time under the building contract for the Works or if such Contractors shall become bankrupt or enter into liquidation or an arrangement with its creditors or by reasons of the Tenant's desiring an extension or alteration made to the Works or any shortage of loan finance then the Landlord shall allow such further time or times for the completion of the Works as the Landlord may feel is reasonable and the Tenant shall carry out the Works in all respects in accordance with the Planning Permission held and shall complete the same and shall develop the Premises fit for immediate use and occupation and in a sound substantial and workmanlike manner and in full conformity with

- (i) the requirements of the agreements conditions and stipulations herein contained
- (ii) all bye-laws regulations orders schemes planning provisions and statutes European articles directives or other regulations for the time being in force relating to buildings and applicable thereto
- (iii) all necessary and usual notices given under any Building or other Act or bye-law

PROVIDED FURTHER THAT

- (a) if the Landlord intends to exercise any of its rights in respect of any alleged breach by the Tenant of this sub-clause it shall before doing so give notice in writing to that effect to any Mortgagee of this Lease where the charge is permitted by the terms hereof and which has been has been formally registered with the Landlord under the provisions of clause 2(17) hereof and such Mortgagee shall be entitled to carry out or cause to be carried out and completed the Works and the time limit referred to in this sub-clause may be extended for such period as the Landlord may feel is reasonably necessary in the circumstances to enable it to do so
- (b) Forthwith at the Tenant's own expense to erect on those boundaries of the Premises shown marked with a 'T' on the plan annexed hereto a wall or fence of a type and to a height and in such manner in all respects as shall be previously approved in writing by and to the reasonable satisfaction of the Landlords Surveyor and at all times to maintain such wall or fence in good order and condition to the reasonable satisfaction of the Landlord except to the extent as approved by the said Landlord Surveyor for purposes of access and egress

(4) To Pay Outgoings

To bear pay and discharge all existing and future rates taxes (including VAT) duties charges assessments impositions and outgoings whatsoever (whether Parliamentary European parochial local or otherwise and whether or not of a capital or non-recurring nature) which now are or may at any time during the term be charged levied assessed or imposed upon or in respect of the Premises and the Works payable either by the

Landlord or the Tenant in respect thereof (except any tax payable by the Landlord occasioned by any disposition dealing with or ownership of the reversion of this Lease or the receipt by the Landlord of the rent hereby reserved)

- (5) To locate and isolate services before work
- (a) To ensure that prior to the commencement of any building works all public and other authority cables sewers drains and surface water drains together with any other pipes wires or cables in on or under the Premises can be located and thereupon disconnected or removed from the Premises and such disconnection and removal shall be carried out without damage and injury to any of the adjoining or neighbouring properties Provided Always that at the point of severance the said cables sewers drains pipes wires and surface water drains shall be properly and adequately sealed and severed to prevent damage or injury by way of leakage or discharge

To lay in sewers and drains

(b) During the Works and so far as requisite to lay out and construct to the reasonable satisfaction of the Landlord's Surveyor proper and sufficient branch and connecting sewers drains shafts traps gullies and gratings and to drain such sewers into public sewers

(6) Not to clutter site

(a) Not at any time to deposit or make up or manufacture or permit or suffer to be deposited made up or manufactured upon the Premises any building or other materials except such as shall be actually required for the Works in accordance with this Lease and so soon as the Works shall be completed at the Tenant's expense forthwith to remove from the Premises and from the adjoining land roads and footpaths or the ground intended to be used for such roads or footpaths (and in respect of which permission has been granted to the Tenant by the Landlord) all building and other materials and rubbish whatsoever and if the Tenant shall for fourteen days or such longer period as the Landlord's Surveyor shall allow after notice from the Landlord's Surveyor refuse or neglect to remove such building materials or rubbish as aforesaid the Landlord by their servants contractors agents and workmen may enter and remove the same and the reasonable and proper costs thereof (as certified by the Landlord's Surveyor) shall be paid to the Landlord by the Tenant on demand and shall be due as rent hereunder

To deliver artefacts

(b) If any fossils coins articles of historic interest or value and other remains or things of geological or archaeological interest are discovered on the Premises they shall as between the Landlord and the Tenant be deemed to be the absolute property of the Landlord and the Tenant shall take reasonable precautions to prevent their workmen or their contractors or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and before removal advise the Landlord of such discovery and the Landlord shall have the sole property in them and shall give directions as to their disposal

Not to damage roadways

(c) To take all reasonable care not to damage or obstruct the roads leading to the Premises and not to permit or suffer to be permitted any action which will interfere with the services laid or to be laid thereunder which serve adjoining properties

Prevent congestion of highways

(d) Not to deposit or permit to be deposited upon the public highway any building or other material and to comply with all instructions of the Local Authority and the police given to prevent any congestion of or hazard to traffic and in any event to arrange for the delivery and removal of all materials to and from the Premises with as little inconvenience to pedestrians and traffic as possible

To obtain contractors covenant

(e) To provide in any contract for the carrying out of the Works or any redevelopment of the Premises or any part or parts thereof provisions

requiring the contractor under such contract to comply with the terms of this Lease and to take all such steps as may be necessary to prevent any earth soil clay mud or other similar material from being deposited on the public highways and in the event of any such material being deposited on the public highways in any manner whatsoever to take immediate steps for clearing and cleansing the public highways to the reasonable satisfaction of the Landlord

Not to sell minerals

- (f) Not to sell or dispose of any earth clay gravel or sand from the Premises or permit or suffer any of the same to be removed except so far as shall be necessary for the execution of the Works PROVIDED that the Tenant may use for the purpose of the Works and without making payment therefor to the Landlord or to any person or persons any of the substances which may be excavated in the proper execution of the Works

To prevent fly-tipping of materials

- (g) To effectively ensure that no earth soil rubble or rubbish or other waste material removed from the Premises in connection with the Works by the Tenant its contractors servants or agents is deposited dumped or fly-tipped or disposed of otherwise than by lawful disposal with the previous consent in writing of the Local Authority and to ensure that all loads removed from the Premises are disposed of at authorised tips and to make their employees contractors and agents fully aware that dumping or fly-tipping in any form is strictly prohibited

To maintain Third Party Insurance

(h) To maintain or ensure that the Tenants' Contractors maintain third party and public liability insurance throughout the period of construction of the Works in no lesser sum than five million pounds in some office approved by the Landlord such approval not to be unreasonably withheld or delayed and to produce evidence of the policy and premium payment to the Landlord within seven days of receipt of written request to do so

(7) To indemnify

To indemnify and keep indemnified the Landlord from and against all liability or alleged liability in respect of any accident loss damage actions proceedings suits claims demands costs damages liability and expenses in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any rights easements or privileges or otherwise by reason of or arising in any way whatsoever directly or indirectly out of the Works state of repair condition existence or user of the Premises and the Buildings or relating in any way to the construction or presence of the Tenants or contractors on the Premises

(8) Not to block drains

To take such measures as may be necessary to ensure that any effluent discharged into the drains or sewers which belong to or are used for the Premises in common with other premises will not be corrosive or in any way harmful to the said drains or sewers or cause any obstruction to deposit therein

(9) Not to discharge noxious fluids or solid matter

Not to discharge or allow to be discharged any solid matter from the Premises into the drains or sewers aforesaid nor to discharge or allow to be discharged therein any fluid of a poisonous or noxious nature

(10) To insure the premises

Before commencing to erect the buildings on the Premises to insure or cause the same to be insured and keep the same insured (whether completed or not) in some insurance office which is a member of the Association of British Insurers ensuring that the name of the Landlord is noted on the insurance policy in a sum sufficient to cover the cost of completely reinstating the same in the event of total destruction together with the architect's and surveyor's fees and other expenses incidental thereto against the Insured Risks and such other usual comprehensive risks as the Tenant shall deem appropriate and third party and public liability and to pay all premiums and other monies necessary for this purpose and whenever required to produce to the Landlord their officers servants or agents the policy or policies of such insurance and the receipt or receipts for the then current year's premiums (or copies thereof) and in the event of the Premises or any part thereof at any time being destroyed or damaged by fire or other such risk then and as often as the same may happen the Tenant shall rebuild repair or otherwise reinstate the Premises (including the Works) in a good and substantial manner in accordance with the terms of this Lease and use its best endeavours to ensure that all monies payable by virtue of such insurance are laid out for such purpose

but shall make good any deficit from its own monies **PROVIDED ALWAYS**

(i) that if the rebuilding or reinstatement of the Premises or the Works or any part thereof shall be frustrated the insurance monies (other than as aforesaid) relating to such buildings or part in respect of which frustration occurs shall belong to the Tenant and (ii) that if the Tenant shall at any time fail to insure or keep the Premises insured as aforesaid the Landlord may do all things necessary to effect and maintain such insurance and any monies properly expended by the Landlord for that purpose shall be repayable by the Tenant to the Landlord on demand and be recoverable forthwith by action or distress as rent in arrear and subject to the interest provisions contained herein

(11) Not to avoid insurances of neighbouring premises

Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Premises may become void or voidable or (in the event of the insurance of the Premises and the Buildings being effected by the Landlord over its retained adjacent land or by owners or occupiers of adjacent premises) whereby the rates of premium thereon may be increased and to repay to the relevant parties all sums paid by way of increased premium and all expenses incurred by the party in or about the renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments shall be made immediately on demand and in default shall be recoverable as rent in arrear and subject to the interest provisions contained herein

(12) To keep in good repair

From Practical Completion to keep the Premises (including the Works) and any additions and appurtenances thereto including the windows guttering sewers drains walls fences gates and roads (if any) thereof and sanitary water and heating apparatus thereof and all additions thereto in good and safe repair order decoration and condition and so deliver up the same at the end or sooner determination of the said term hereby created and in all respects to comply with all the provisions of the Town and Country Planning Public Health and London Building Acts and of all regulations thereunder and with any other obligations imposed by law in regard to the Premises

(13) To redecorate

From Practical Completion to wash down any buildings on the Premises cleanse and paint with two coats at least of good quality paint in a proper and workmanlike manner and in such colours and patterns and materials as the Landlord may require all wood iron and other work in or about the said buildings as often as shall be reasonably necessary but as to the inside work not less often than in every fifth year of the term hereby granted (or to fit in with the Tenant's cyclical maintenance programme provided that this is not less than every fifth year of the said term) and as to the outside work not less often than in every third year of the term hereby granted (or to fit in with the Tenant's cyclical maintenance programme provided that this is not less than every third year of the said term)

(14) To Comply With Legislation

(a) To comply with all bye-laws regulations statutes and statutory instruments directives articles and regulations of the European Community already or hereafter to be made and with all orders and notices of the District Surveyor the Local Planning Authority or any public or other competent authority which affect or relate to the Premises or the responsibilities of the person for the time being who owns or controls the Premises the Tenant or it's employees occupation thereof or the business carried on therein and to pay all costs and expenses in connection therewith and at the expense of the Tenant to do all that is necessary to obtain maintain and renew all Licences and registrations required by law with respect thereto and to indemnify and keep harmless the Landlord against any breach or non-performance of such requirements and against the costs expenses penalties and levies thereby arising

To observe Statutes relating to planning

(b) Fully to perform and observe all statutory provisions and requirements relating to Town and Country Planning and to give full particulars to the Landlord Surveyor of any notice of or proposal for a notice or proposal for an order made given or issued to the Tenant under or by virtue of any statute or regulation relating to Town and Country Planning within fourteen days of the receipt of the notice relating thereto by the Tenant and if so required by the Landlord to produce such notice order or proposal for a notice or other to the Landlord and also without delay to take all reasonable and necessary steps to comply with any such notice or order at its own cost.

(15) To permit entry to inspect

To permit the Landlord or its agents with or without workmen and others at all reasonable times upon prior appointment (except in the case of emergency) to enter into or upon and examine the condition of the Premises and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repairs works replacements or removals necessary to be done to remedy any breach by the Tenant of its obligations herein contained and requiring the Tenant forthwith to execute the same and if the Tenant shall not within three months after service of such notice commence diligently to proceed with the execution of such repairs works replacements or removals to the satisfaction of the Landlord then to permit the Landlord to enter the Premises and the Buildings and execute such repairs works replacements or renewals and the reasonable and proper cost thereof together with interest at 4% above the base rate of National Westminster Bank plc from time to time prevailing from the date 28 days after demand shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action as if the same were rent in arrear

(16) Not to alter

Save for construction of the Works not without the previous written consent of the Landlord (which shall not be unreasonably withheld):

- (a) to erect any new building or any new structure on the Premises or any part thereof nor to alter, add to or change the height, elevation or external architectural or decorative design or appearance of the Premises, nor to merge the Premises with an adjoining property
- (b) to alter, divide, cut, maim, injure or remove any of the principal or load bearing walls, floors beams or columns of the Premises, nor to make any other alterations or additions of a structural nature to the Premises;
- (c) to make any alterations or additions to the landlord's fixtures or to any Conduits
- (d) Provided that the Tenant may effect or carry out any alterations or additions to the Premises of an internal non- structural nature without obtaining the consent of the Landlord
- (e) the Landlord may as a condition of giving any consent require the Tenant to enter into such covenants as the Landlord shall require regarding the execution of any such works and the reinstatement of the Premises at the end or sooner determination of the Term PROVIDED for the avoidance of doubt that it is hereby agreed that the Tenant shall not be required to effect reinstatement in respect of the Works

or to permit or suffer to be erected any other buildings other than those permitted under The Third Schedule hereof upon the Premises and not to do or make in or upon the Premises and the said buildings any alterations or additions which affect the appearance of the Premises and not to impose upon any floor wall or roof of the Buildings a load greater than the same is designed to carry

(17) Alienation

(a) Assignment

(i) The Tenant shall not assign or sub-let the whole or part of the Premises until Practical Completion has taken place and the Landlord has signified acceptance of Practical Completion as set out hereafter

(b) Charging

Not to charge the whole or any part of the Premises and the Buildings except by way of legal mortgage to a Bank or other recognised financial institution

(c) Sharing

Not to grant any Licence to use the Premises or part thereof or share occupation of the Premises other than as necessary in connection with the carrying out of the Works

(d) Wayleaves

Not to create or permit any wayleaves or rights of way for statutory services to be created except with the prior written consent of the Landlord on such terms as the Landlord shall reasonably approve

(e) Registration

Within one month after the execution of any assignment
subletting change or disposition or transfer of the Premises, or any part
thereof to produce to and leave with the Landlord a certified copy of the
document evidencing or affecting such transmission and on each occasion
to pay to the Landlord a registration fee of such reasonable sum as they
shall reasonably require to be not less than £25

(18) Not to create a nuisance

Subject to the contents hereof not to do or permit or suffer in or
upon the Premises and the Buildings or any part thereof anything which
may be or become a nuisance annoyance or cause damage to the
Landlord or its tenants or the tenants or occupiers of other property in the
neighbourhood

(19) Not to display advertisements

Not (except as required by the Housing Corporation or except
with previous consent in writing of the Landlord (such consent not to be
unreasonably withheld or delayed) in respect of adverts during the course
of construction of the Premises) to place affix or exhibit to or upon the
outside of the Premises in or upon the windows thereof any aerial sign
signboard advertisement hoarding fascia placard bill notice poster or other
notification whatsoever and on the expiration or sooner determination of the
Term to remove or efface any sign or notification and make good any
damage caused thereby to the satisfaction of the Landlord

(20) Not to grant Licence or share occupation

Not to grant any Licence to use the Premises or any part thereof or share occupation of the Premises (except by way of weekly or monthly tenancies of the dwellings within the Premises to the Tenant's authorised sub tenants) other than as necessary in connection with carrying out of the Works

(21) Not to permit auction

Not to hold or permit or suffer to be held any sale by auction on the Premises

(22) Not to store inflammable substances

Not without the consent of the insurers of the Premises and the Landlord to store in the Premises or any part thereof any petrol or other specially inflammable explosive or combustible substance or use the Premises or any part thereof for any act process storage of liquid or material which could be noisy noxious dangerous or inflammable nor for any illegal or immoral act or purpose

(23) To yield up

To yield up the Premises with all fixtures and additions thereto at the determination of the term hereby granted in good and substantial repair and condition in accordance with the covenants hereinbefore contained

(24) To observe fire precautions

Following Practical Completion all times during the Term to comply with all requirements and recommendations from time to time of the appropriate authority and the insurers in relation to fire precautions affecting the Premises and at the expense of the Tenant to keep the Premises

sufficiently supplied and equipped with fire fighting extinguishing apparatus and appliances of the type to be approved from time to time by the Landlord and suitable in all respects to the type of user of or business or trade carried on upon the Premises or relevant part which shall be open to inspection and maintained to the reasonable satisfaction of the Landlord and also not to obstruct the access to or means of working such apparatus and appliances by their operations at or connected with the Premises

(25) Not to overload

From Practical Completion not to suspend any heavy load from the ceilings or main structure of the Premises or any building thereon nor to load nor to use the floor or structure of the said building in any manner which will in any way impose a weight or strain in excess of that which such building are constructed to bear with due margins for safety or which would in any way strain or interfere with the main supports thereof

(26) To maintain open spaces

From Practical Completion so far only as the same may exist and are within or part of the Premises to keep and maintain any areas not covered by buildings clear of rubbish and weeds and in an orderly and neat condition

(27) Not to keep livestock

Not to keep upon part of the Premises any animals or livestock whatsoever other than guard dogs always attended by their keeper other domestic pets

(28) To enforce sub Tenants covenants

In the event of a breach non performance or non observance of any of the covenants conditions agreements and provisions contained or referred to in these presents by any sub Tenant or other person holding the Premises or part thereof as sub Tenant (whether immediate or not) forthwith upon discovering the same to take institute and progress at its own expense all necessary steps and proceedings to remedy such breach non performance or non observance

(29) To give notice of defects

To immediately give written notice to the Landlord of any defect or damage to the Premises or any part thereof which might give rise to a duty imposed by common law or any enactment on the Landlord in favour of the Tenant or any other person and to give immediate written notice to the Landlord of any defect in or damage to the Building or any part thereof which comes to the knowledge of the Tenant or which ought to be known to a reasonably diligent Tenant of the Premises and which might give rise to such duty

(30) To disclose information

To provide copies of any notices served by any authority whatsoever with respect of the Premises upon the Landlord and to disclose to the Landlord on receipt of the Landlords written request such information as the Landlord may reasonably require and from time to time demand during the Term

(31) To observe covenants

At all times during the Term to observe and conform to the conditions or other matters (if any) referred to in the Landlord's Title or previously disclosed to the Tenant or known to the Tenant or it's solicitors or agents prior to the date hereof (and such reference to the Tenant includes disclosures or knowledge of any predecessor in title of the Tenant for the time being) hereto so far as the same respectively affect the Premises and are from time to time being enforceable and capable of taking effect and to keep the Landlord fully and effectively indemnified against all actions proceedings damages costs expenses claims and demands whatsoever in respect of any breach thereof

(32) Not to display offensive material

Not in any event to display notices, or posters or advertisements or signs that may cause offence or be contrary to the London Borough of Southwark Equal Opportunities Policy and the Local Authority's decision as to what may cause offence shall be final

(33) To observe equal opportunity employment and letting policies

To take all reasonable steps to ensure that in employing with respect to the Works occupation use or management of the Premises or building, or in any letting of part or whole of the Premises that no job applicants or employee, or potential Tenants suffer direct or indirect discrimination or receive less favourable treatment in relation to terms and condition on the grounds of sex race colour nationality ethnic or national origin marital status sexual orientation or religious belief and that applications received by disabled persons have necessary attributes to the job are welcomed and to ensure that any premises constructed provide access for disabled persons

(34) To pay costs

To pay all reasonable costs charges and expenses (including Solicitors costs and Surveyors fees) incurred by the Landlord in any application to the Landlord with respect to any consent or investigation pursuant to the covenants herein and in any notice or proceedings under S146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court and in the preparation and service of any notice to repair or schedule of dilapidations served before or after the determination of the Term or in respect of any other matter in respect of which such charges are reasonably incurred by the Landlord

(35) To pay interest

On all sums payable under these Presents (including rent) to pay interest at the Prescribed Rate (except where otherwise provided herein) set out in the Particulars on any sum not paid within fourteen days of the date upon which any such sum or sums become due such interest to be payable from the date upon which any such sum or sums become due until the date of payment thereof such interest to be recoverable as if the same were so much rent in arrear reserved by these Presents and to be paid hereunder before as well as after any judgement

(36) To pay Value Added Tax

Wherever in this Lease provision is made for the Tenant to pay any sum other than the Premium (including legal costs registration fees surveyors and other professional fees charges and expenses) on which value added tax is or may become payable then the Tenant shall pay (as further or additional rent where appropriate) in addition to such sum value added tax thereon at the rate appropriate at the time

(37) Not to stop up windows or permit encroachments or unauthorised occupation

Save in connection with the Works not by building or otherwise to stop up or darken any window or light in any building now existing or hereafter to be erected on the Premises or to stop up or obstruct any access of light enjoyed by the Premises or any premises the estate or interest whereof in possession or reversion now is or hereafter may be in the Landlord or in any person in trust for it nor permit any new wayleave

easement right privilege unauthorised occupation or encroachment to be made or acquired into against or upon the Premises and in case any such easement right privilege unauthorised occupation or encroachment shall be made or attempted to be made to give immediate notice thereof to the Landlord and to permit the Landlord and its agents to enter upon the Premises for the purpose of ascertaining the nature of any such easement right or privilege or encroachment and at the request of the Landlord but at the cost of the Tenant to adopt such means as may be reasonably required or deemed proper for preventing any such unauthorised encroachment or the acquisition of any such easement right or privilege or encroachment

PROVIDED THAT the Works covered by this Lease and the rights to any sub-lessees of the Tenant shall not be deemed to be a breach of this sub-clause

(38) To keep free from obstruction

To keep free from obstruction all passageways yards landings forecourts and other premises in the immediate area enjoyed or used by the Tenant in common with others

(39) To use only for Permitted Use

To use the Premises and the Buildings only for the Permitted Use

(40) To observe matters in the Particulars

To observe the special conditions and additional matters set out in the Particulars

3 LANDLORDS COVENANT

The Landlord hereby covenants with the Tenant as follows:-

Quiet enjoyment

That the Tenant paying the said rent hereby reserved and observing and performing the covenants conditions and agreements hereinbefore contained on the Tenants part to be observed and performed shall and may quietly enjoy the Premises during the Term without any interruption by the Landlord or persons lawfully claiming under or in trust for it or by title paramount

4 TRANSFER OF FREEHOLD

- (1) When the Works have been completed (which shall be conclusively proved by the Tenant sending to the Landlord a certificated copy of a Certificate of Practical Completion signed by the Tenant's architect or employer's agent) it is hereby agreed between the parties that the Landlord will transfer to the Tenant the freehold of the Premises for a consideration of One Pound (£1) within 10 working days of the receipt by the Landlord of the said Certificate
- (2) The form of Transfer shall be in the form agreed between the Landlord's Solicitors and the Tenant's Solicitors but for the avoidance of doubt shall reserve to the Landlord the exceptions and reservations set out in the Second Schedule and shall grant to the tenant the rights set out in the First Schedule and shall further contain a covenant by the Tenant not to use or permit or suffer the use of any buildings constructed on the Premises for any purpose other than for residential accommodation and in accordance with the terms and conditions of the Planning Permission and any necessary consents and shall contain a covenant by the Landlord to

pay to the Tenant on demand a fair and reasonable proportion of the cost of maintaining repairing renewing lighting and cleansing all roads footpaths open spaces communal areas and conduits (including heating plant) used or capable of use by the Landlord within the Premises

- (3) In the event of dispute as to the form and content of the Transfer such dispute shall be referred to arbitration under Clause 5(7) of this Lease

5 PROVISOS

Provided always that it is hereby agreed

- (1) Proviso for forfeiture

That these presents are made upon the express condition that if:-

- (a) The said rent or any part thereof shall be unpaid for 21 days after any of the days hereinbefore appointed for payment thereof whether the same shall have been lawfully demanded or not or
- (b) The Tenant is in breach of its obligations herein contained and has not remedied such breach within 28 days after receipt of a notice of breach
- (c) The Tenant being an individual or firm shall become bankrupt or compound or arrange with his or its creditors or shall apply to the court under the provisions of the Insolvency Act 1986 or an Interim Order or being a Company shall without the previous consent in writing of the Landlord under the Companies Act 1985 be re-registered with unlimited liability or shall go into liquidation either compulsory or voluntary or enter into an arrangement with its creditors or be subject to an administration order (except for the purpose of reconstruction or amalgamation)

Then and in any of the said cases and at any time thenceforth it shall be lawful for the Landlord or any person or persons authorised by the Landlord to re-enter into or upon the Premises or any part thereof in the name of the whole and to repossess and enjoy the same as if these Presents had not been made but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant pursuant to these presents

(2) Acceptance of rent

In the event of any of the happenings referred to in paragraph 1(a) of this clause subsequent demand for and or acceptance of rent alone by the Landlord shall not be treated as waiver of the Landlord's right to forfeit this Lease or to re-enter and the Tenant shall not in any proceedings for forfeiture be entitled to rely upon such demand or acceptance as a defence

(3) Notices in writing

Any notice under this Lease shall be in writing and any notice to the Tenant shall be deemed to be sufficiently served if sent to the Tenant by recorded delivery post or left at the Tenant's registered office or address stated herein (or subsequently notified in writing to the Landlord) or the Premises and any notices to the Landlord shall be deemed to be sufficiently served if delivered to their Solicitor at the Landlord offices for the time being or sent to him/her by recorded delivery post

(4) Section 62 exclusion

That nothing herein contained shall by implication of law or otherwise operate or be deemed to confer upon the Tenant any right of access to light or air to the Premises or any part thereof easement right or privilege whatsoever over or against any adjoining or neighbouring property which now or hereafter shall belong to the Landlord either for an estate in fee simple or for a term of years or which the Landlord had at or before such date contracted to take on Lease which would or might restrict or prejudicially affect the future rebuilding or redevelopment of such adjoining or neighbouring property and that the Landlord shall have the right at any time to make such alterations to or to pull down and rebuild or redevelop any such adjoining or neighbouring property as they may deem fit without obtaining any consent from the Tenant

(5) No restriction on retained lands

That nothing herein contained or implied shall impose or be deemed to impose any restriction on the use of any land or give the Tenant the benefit of or the right to enforce or to have enforced or to permit the release or modification of any covenant agreement or condition entered into by a purchaser from or by any tenant or occupier of the Landlord in respect of property not comprised in the Premises or to prevent or restrict in any way the development of any land not comprised in the Premises provided that such development does not materially interfere with or affect the quiet enjoyment and use of the Premises by the Tenant

(6) Councils duties as local authority unaffected

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations where the Landlord is a local authority in the exercise of its functions as a local authority and the rights powers duties and obligations of the Landlord under all public and private statutes bye-laws orders and regulations may be as fully and effectually exercised in relation on the Premises as if it was not the owner of the Premises and this Lease had not been executed by it and no compensation will be payable to the Tenant in connection with the grant of this Lease by virtue of any action taken by the Landlord pursuant to its separate duties as a statutory authority. The Landlord does not by the signing of this Lease warrant or represent that the Premises are fit for the permitted use or that the Premises have or will be granted planning permission for such use.

(7) **Disputes**

Any disputes arising as between the Tenant and the Landlord tenants or occupiers of adjoining or neighbouring property belonging to the Landlord as to any easement right or privilege in connection with the use of the Premises and the adjoining or neighbouring property or as to the party or other walls separating the Premises from the adjoining property or as to the amount of any contribution towards the expenses of works or services used in common with any other property shall be decided by an Arbitrator and the arbitration shall be conducted in accordance with the Arbitration Act 1996 the cost of such proceedings to be within the Arbitrator's award.

(i) Such Arbitrator to be appointed either by agreement between the parties or in default of agreement within 14 days of one party giving notice to the other of his nomination or nominations by the President for the time being of the Royal Institution of Chartered Surveyors

(ii) The reference to the President shall be deemed to include the duly appointed Deputy of the President or any person authorised by the President to make appointments in this behalf

(8) Exclusion of liability

(a) That the Landlord shall not be liable to the Tenant or to any other person for any accident loss or damage which may at any time during the Term be suffered by the Tenant or any other person or occasion to the Premises or to any goods or property of the Tenant or any other person by reason of any fire or leakage or overflow from any pipes taps mains cisterns or other appliances in or near the Premises

(b) That the Landlord shall not be responsible to the Tenant or the Tenant's invitees or licensees nor to any other person in or on the Premises

(i) for any accident happening or injury suffered on the premises
(ii) for any damage or loss of any goods or properties sustained in the Premises

EXCEPT where such occurrence is due to the negligence or default of the Landlord or any employee of the Landlord or where the Landlord has failed to observe and perform its obligations in the Lease contained

(9) Exclusion of rights to compensation

That upon quitting the Premises the Tenant shall (if and in so far as it is lawful for the parties hereto to make such waiver) not be entitled to any compensation whatsoever whether under the provisions of any legislation enacted before or after the dates thereof or otherwise

6 AGREEMENT FOR LEASE

This Lease was granted pursuant to an Agreement for Lease dated 25 March 2002 as amended by a variation agreement dated between the parties hereto

The Premises hereby demised will as a result of this Lease be held by or in trust for the Governors of the Peabody trust and the Trust is not an exempt charity and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 will apply to the Premises (subject to sub-section (9) of that Section)

IN WITNESS whereof the parties to these Presents have caused their respective Common Seals to be hereunto affixed or set their hands to sign this lease as a Deed the day and year first before written

THE FIRST SCHEDULE referred to

(Easements and other rights included in the Demise)

The right (in common with the Landlord and all others now or hereafter similarly entitled) as follows:

(1) Right of way for services

The free right of passage and running of water and soil gas telephone communications electricity and other services from and to the Premises through all services drains water pipes cisterns gutters gas pipes

electric wires conduits and watercourses which are now or may during the period of eighty years from the date hereof be constructed in any adjoining or adjacent land and buildings of the Landlord and the right to connect into such services

(2) Right of entry to repair services

The right for the Tenant together with its servants agents workmen and all others authorised by it to enter upon any adjoining or adjacent land and buildings of the Landlord for the purpose of laying constructing inspecting repairing renewing relaying cleansing and maintaining and connecting up to any such existing or future services drains water pipes systems gutters gas pipes electric wires conduits and watercourses (making good to the satisfaction of the Landlord or occupier all damage thereby caused) and compensating any occupier for loss of trade and profit and damage to stock etc where applicable and provided the Landlord shall not be liable for any losses arising from interruption to services

(3) Right of support

The right of support for the Premises as the same is now or hereafter enjoyed from any adjoining or neighbouring land of the Landlord

(4) The Right to enter the Landlord's Retained Adjacent Land for the purposes of carrying out the Works

The right at all reasonable times as often as occasion shall require but (except in an emergency) after giving reasonable prior notice to enter into the Landlord's Retained Adjacent Land or any part thereof

together with the Landlord and occupiers of the Landlord's Retained Land with agents contractors or workmen and with or without vehicles machinery apparatus or equipment for the purpose of executing repairs maintenance or renewals for alterations to or upon the buildings or services upon the Premises extending refurbishing or redeveloping Premises and for purposes of emptying cleansing renewing or repairing laying installing inspecting or relaying any of the Conduits servicing the Premises persons entering making good in a reasonable manner all damage thereby occasioned to the Landlord's Retained Adjacent Land so that the Tenant shall not be liable to the Landlord for temporary interruptions to services or in respect of any loss damage or claim arising from noise dust vibration noxious fumes odours loss of trade annoyance nuisance or annoyance caused to any person in connection with the exercise of the foregoing right

THE SECOND SCHEDULE referred to

(Exceptions and reservations out of the Demise)

For the benefit of the Landlords its successors in title those claiming in trust for it or with title paramount and subtenants and owners and occupiers of adjacent land and buildings or land and buildings formerly in the ownership of the Landlord and all their respective employees agents or persons authorised by them and for the benefit of the Landlord's Retained Adjacent land

(1) Support

The right of support and protection from the Premises for such parts of any adjoining subjacent and superimposed property or any extension thereof as requires such support and protection and as the same is at present enjoyed from the Premises or any part thereof

(2) Right to alter on neighbouring premises

The right at any time to build or alter add to extend or redevelop any adjoining or neighbouring Premises notwithstanding any interference with the access of light or air to the premises or any part thereof

(3) Right of way for service

The free passage of water soil gas electricity fuel oil telecommunications and such other services as the Landlord shall require through conduits for the time being belonging to or running through or under the Premises or any property over which the Tenant is hereby granted any access rights and the right to make connections with such Conduit and any of them and to enter upon the Premises or such access ways as aforesaid at all reasonable times with or without workmen vehicles machinery equipment or apparatus for the purpose of making connections with laying installing cleansing repairing and inspecting and renewing and relaying and emptying such Conduits the persons so entering making good any damage thereby occasioned to the Premises and causing the minimum of inconvenience

(4) Right to enter the Premises for the purpose of work to adjoining land

The right at all reasonable times as often as occasion shall require but (except in an emergency) after giving reasonable prior notice to enter into the Premises or any part thereof together with the Lessees and occupiers of any adjoining properties and agents contractors or workmen with or without vehicles machinery apparatus or equipment for the purpose of executing repairs maintenance or renewals for alterations to or upon the buildings upon the Landlord's Retained Adjacent Land extending refurbishing or redeveloping adjoining premises or properties and for purposes of emptying cleansing renewing or repairing laying installing inspecting or relaying any of the Conduits servicing the said premises or any such adjoining property persons entering making good in a reasonable manner all damage thereby occasioned to the Premises so that the Landlord shall not be liable to the Tenant for temporary interruptions to services or in respect of any loss damage or claim arising from noise dust vibration noxious fumes odours loss of trade annoyance nuisance or annoyance caused to any person in connection with the exercise of the foregoing right

(5) The right to vary

The right to vary alter or change any rights hereby granted as the Landlord shall consider appropriate provided that some suitable or alternative right is made available

(6) A right of way over the roads and footpaths on the Premise once constructed or such alternative roads and footpaths as the Tenant shall reasonably specify subject in all cases to the Landlord paying to the Tenant

on demand a fair and reasonable proportion of the cost of maintaining repairing renewing lighting and cleansing the said roads and footpaths

THE THIRD SCHEDULE

"The Work"

The construction upon the Premises the dwellings permitted by planning permission obtained by the Tenant in accordance with the conditions set out in the fourth schedule

THE FOURTH SCHEDULE

(Conditions relating to The Work)

- 1 The work shall be carried out in accordance with the Planning Permission Number TP/2353-B/MM dated 15th November 2001 or such alternative planning permission as the Tenant shall obtain

THE FIFTH SCHEDULE

(Interpretations and Definitions)

Definition

- 1 The following expressions shall have the following meanings:
 - (a) "the Landlord" shall mean the Landlord and where the context so admits shall include the reversioner for the time being immediately expectant on the term hereby created
 - (b) "the Tenant" shall mean the Tenant and where the context so admits shall include the successors in title and assigns of the Tenant and 'sub tenant' shall be similarly construed

- (c) "the Term" shall mean the term of years hereby created with any statutory continuation or renewal thereof
- (d) "Conduits" shall mean and include ventilation ducts cisterns tanks radiators water and fuel oil and gas and electricity supply pipes sewers drains channels gutters tubes meters soil pipes waste water pipes and also wires or cables used for the conveyance of electrical current and telephone or similar communications all manner of telecommunications and all similar conducting media and all valves meters traps and switches appertaining thereto
- (e) "the Premises" shall mean the property more particularly described in the particulars and each and every part thereof together with the appurtenances thereto belonging and together also with all additions alterations and improvements thereto which may be carried out during the Term and including all landlord's fixtures and fittings plant machinery and equipment now or hereafter in or about the same and including any building erected thereon
- (f) "the Insured Risks" shall mean risks in respect of lawful damage by fire smoke storm or tempest lightening explosion aircraft and other aerial devices or missiles or projectiles or other articles dropped therefrom earthquake riot civil commotion malicious damage bursting or overflowing of water tanks apparatus or pipes flood impact demolition and site clearance and related costs incurred in shoring up any land or buildings subsidence heave and land slip and such other risks or insurances as the Landlord may reasonably require

- (g) "Practical Completion" shall mean practical completion of the Works as certified by the Tenant's architect or employer's agent
- (h) "the Full Reinstatement Value" shall mean such sums as the Landlord shall conclusively require to be covered from time to time in respect of demolition site clearance reconstruction rebuilding and reinstatement in accordance with all statutory and other requirements regulations and conditions for the time being in force and to such state of repair and condition as shall be commensurate with a high-class development together with incidental expenses and for the avoidance of doubt it is declared that the sum should take account of any increase in costs which are likely to arise during such period as may be involved in drawing up plans and specifications applying for and obtaining all consents and completing demolition site clearance reconstruction rebuilding and reinstatement as aforesaid
- (i) "Enactment" shall mean any and every Act of Parliament or piece of European legislation already or hereafter to be passed and any order regulation or bye-law already or hereafter to be made under or in pursuance of any such Act or piece of European legislation
- (j) "the Planning Acts" shall mean the Town and County Planning Acts 1990 , the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and any future legislation of similar nature or any legislation amending or repealing the same
- (k) This document shall have no effect until it is dated

- (l) "these Presents" shall mean this Lease any licence granted pursuant hereto any deed of variation of the provisions hereof and any instrument made supplemental hereto
- (m) "VAT" shall mean Value Added Tax within the meaning of the Value Added Tax 1994 (as amended or re-enacted from time) or other tax of a similar nature and unless otherwise expressly stated all reference to rent or other monies payable by the Tenant are exclusive of any VAT charged or chargeable thereon

Interpretation

- 2(a) Words importing the masculine gender only shall include the feminine and neuter genders and vice versa
- (b) words importing persons shall include firms companies and corporations and vice versa
- (c) words importing the singular number shall include the plural number and vice versa and where the Tenant and/or a Surety consist of two or more persons all covenants by the Tenant and/or such Surety (as the case may be) shall be deemed to be made by such persons jointly and severally
- (d) any reference to an enactment or an Act of Parliament or European Community regulation directive or directly effective legislation shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom

- (e) any covenant by the Tenant not to do any act or thing shall be deemed to include a covenant not to permit or suffer the doing of any such act or thing
- (f) any rights of entry or other rights hereby granted to the Landlord shall be deemed also to be granted to any superior landlord and all persons authorised by them and to be granted to them not only in respect of their interest in the premises but also in respect to any other adjoining or neighbouring property owned by them
- (g) any provision requiring the consent of the Landlord shall be deemed also to require the consent of any superior landlord or any mortgagee where necessary and any indemnity to be given to the Landlord shall be deemed to include any superior landlord or any mortgagee where necessary
- (h) the clause headings in these Presents are for ease of reference only and shall not affect the construction thereof

The Common Seal of)
THE GOVERNORS OF THE)
PEABODY TRUST was hereto)
affixed in the presence of:)

Authorised Signatory

Authorised Signatory

Schedule 5

Agreement for Lease and Variation Contract

[insert here]



Southwark
Council

9.wpm
Formulas B

Dotch / Metzger

COPY

DATED

25th March

2002

THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF SOUTHWARK

- and -

THE GOVERNORS OF THE PEABODY TRUST

AGREEMENT FOR LEASE
of

Land and Buildings forming part of the
Coopers Road Estate Coopers Road London SE1

Lyn Meadows
Head of Legal (Contract)
Services
London Borough of Southwark
Town Hall
Peckham Road
London SE5 8UB

Ref: LEG/SALE/MAS

Schedule 6

Community Facility

1. The Developer shall construct the Community Facility in accordance with the Community Facility Specification (as approved by the Director of Regeneration and Neighbourhoods pursuant to paragraph 2 of this Schedule) at the Community Facility Location.
2. The Developer shall submit a draft Community Facility Specification to the Director of Regeneration and Neighbourhoods for his approval (such approval not to be unreasonably withheld or delayed) prior to Implementation Provided that the Director of Regeneration and Neighbourhoods shall not require anything to be incorporated into the Community Facility Specification which goes beyond the terms of the Agreement for Lease as varied by the Variation Contract and no Residential Unit shall be Occupied until the Community Facility Specification has been approved by the Head of Regeneration and Neighbourhoods subject to the proviso set out above in this paragraph 2.
3. Without prejudice to paragraph 2 there shall be no occupation of more than 50% of the Remaining Units in accordance with Clause 6 unless and until the Community Facility has been constructed at the Community Facility Location in accordance with paragraph 1 of this Schedule and the Developer has served the Community Facility Pre-emption Notice on the Council in accordance with paragraph 5 of this Schedule..
4. Upon completion of the Community Facility the Developer shall serve the Community Facility Completion Notice on the Council.
5. The Developer shall serve the Community Facility Pre-emption Notice on the Council prior to the Community Facility Date and serve a copy of such upon the Head of Regeneration and Neighbourhoods.
6. The Developer will not grant any lease of the Community Facility (or part of the Community Facility) to any other party except the Council (or other body nominated by the Council) during the Community Facility Pre-Emption Period unless the Council confirms in writing that it does not intend to accept the Community Facility Lease.

7. The Developer will not use or occupy or suffer or permit occupation of the Community Facility (or part of the Community Facility) by any person other than the Council (or other body nominated in writing by the Council):-
- (a) during the Community Facility Pre-emption Period unless the Council confirms in writing that it does not intend:-
- (i) to accept the Community Facility Lease; or
- (ii) to nominate another body; or
- (b) during or after the Community Facility Pre-emption Period if the Council has confirmed in writing within the Community Facility Pre-emption Period that it:-
- (i) intends to accept the Community Facility Lease; or
- (ii) has nominated another body to take the Lease
and in any such event unless the relevant Lease has been offered to the Council and/or the other body as appropriate (unless the same have not been accepted within four weeks of such offer being made in writing).
8. Following the service of the Community Facility Pre-emption Notice the Council (or the nominated other body) may at any time during the Community Facility Pre-emption Period accept the Community Facility Lease and will complete the Community Facility Lease within four weeks of the date of its acceptance.
9. In the event that the Council do not either accept the Community Facility Lease in the period specified above and/or do not nominate another body to take the Community Facility Lease in the period specified above then the Developer shall be at liberty to lease the Community Facility to whoever it deems fit for whatever use or purpose it deems appropriate.
10. The Council acknowledges agrees and declares that provided the Community Facility is constructed by the Developer in accordance with the Community Facility Specification that all obligations of the Owner under the terms of the Agreement for Lease as varied by the Variation Contract shall deem to have been discharged notwithstanding the fact that the Council may not take up the Community Facility Lease.
11. The Council will formally confirm in writing to the Owner either:
- (i) when they take the Community Facility Lease;

- (ii) or nominate a third party to take and who does subsequently take the Community Facility Lease; or
- (iii) if they decide not to take the Community Facility Lease or nominate a third party to take the Community Facility Lease or the third party despite being nominated does not take up the Community Facility Lease

that the obligations in the Variation Contract have been complied with and that the Owner has no further obligations to the Council thereunder and that such a letter will be sent directly to the Owner.

Schedule 7

Design Brief for the Community Facility

The Community Facility shall be constructed to shell and core finish with basic fit out comprising the provision of services a fitted kitchen toilets and floor coverings in accordance with the provisions of this Schedule and conform to all Building Regulation/Fire Precautions and Planning Requirements including SBEM and DDA standards and that the detailing of the unit/units will be of the standard listed below unless otherwise agreed by the Council. All alternatives must be of a similar material or design.

Details Of Standards

1 Scale

Size of unit 157 sq mtrs

2 Construction

Walls should be properly bonded and solidly put together with mortar and constructed of masonry units concrete bricks or blocks conforming to BS 6073 and left ready for plaster finish.

3 Services

Fitted kitchen toilets and floor coverings.

Schedule 8

Community Facility Lease [Heads of Terms]

Demise: 157m² within the Community Facility.

Rent: Peppercorn rent exclusive of VAT and rates plus usual service charge.

Tenant to pay a fair and reasonable proportion of buildings maintenance and insurance cost and

Term: 50 year term pursuant to Landlord and Tenant Act 1954

Repairs: tenants responsible for internal repairs and replacement glazing and any and all doors that lead into the Community Facility and exclusively serve that facility. Landlord responsible for external repairs and insurance.

Insurance: Landlord insures exterior and structure Tenant responsible for their own contents insurance and plate glass insurance

Break Clause: 10 yearly tenant break clauses

Alterations: the tenant can carry out internal non-structural alterations with the agreement of the Freeholder; such agreement not to be unreasonably withheld.

The tenant shall not be entitled to assign the Lease

The lease contains covenants not to commit a nuisance or annoyance

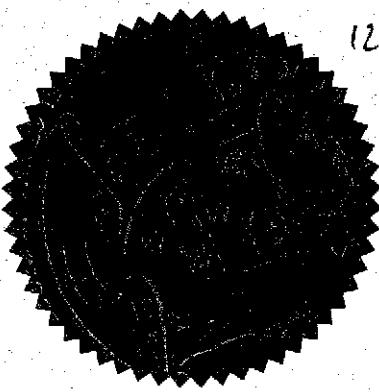
IN WITNESS WHEREOF the parties hereto have executed this deed the day and year first
before written:

The Common Seal of THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF SOUTHWARK was hereto affixed in the
presence of:

12614 (b)

Authorised Signatory

P. Recktenwald



Executed as a Deed by DEVELOPER acting
by:

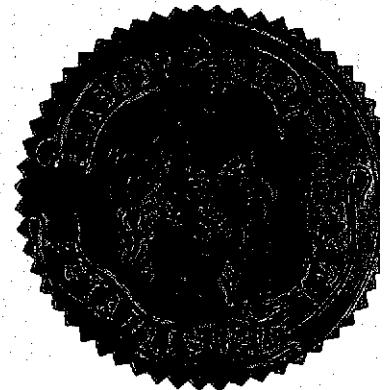
Director

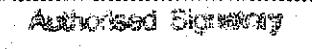
B. H. Harlett

~~do~~ Yannick

~~Director / Secretary~~

The Common Seal of the OWNER was
hereunto affixed in the presence of:



| |
|--|
|  |
| Authorised Signature |
|  |
| Authorised Signature |

P. Reehan