

DATED 6th August 1981



THE CHURCH COMMISSIONERS FOR
ENGLAND (1)

-and-

REDSHOTT DEVELOPMENTS
LIMITED (2)

RENTCHARGE DEED
AND TRANSFER

NABARRO NATHANSON
76 Jermyn Street
London SW1Y 6NR

8/DG/78424/hh
MC
11.8.81

**WE CERTIFY the within
to be a true copy of the original**

Dated 6. 8 1981

Nabarro Nathanson

File *5271h* **NABARRO NATHANSON**

*50 Stratton Street
76 Jermyn Street*

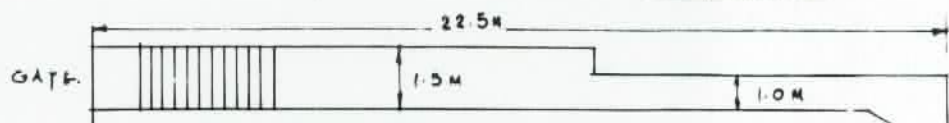
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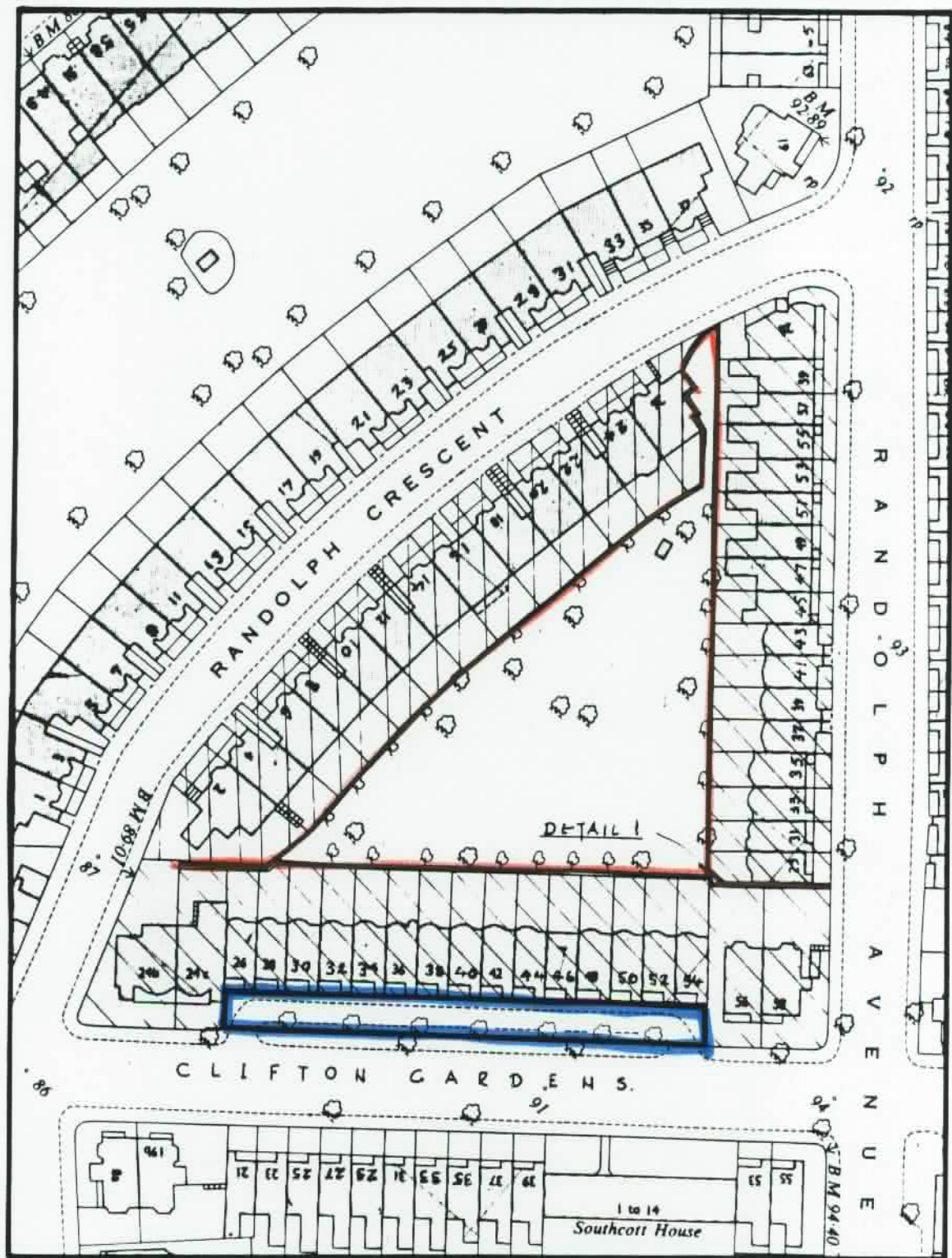
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DETAIL 1



ACCESS FROM RANDOLPH AVENUE TO
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SCALE 1:1250



GENERAL GARDEN



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HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

London Borough : City of Westminster
Title Number : LN133347
Property : 2-28 (evens inclusive) Randolph Crescent
29-59 (odds inclusive) Randolph Avenue
24b 24c and 26-58 (evens inclusive)
Clifton Gardens and the Garden enclosed
thereby and the Roadway fronting 26-54
(evens inclusive) Clifton Gardens

THIS RENTCHARGE DEED /AND TRANSFER/ is made the Sixth day of
August One thousand nine hundred and eighty
one B E T W E E N the Commissioners of the one part and
the Amenity Company of the other part

WHEREAS

0.1 In this Deed unless the context otherwise requires:

0.1.1	"Commissioners"	means THE CHURCH COMMISSIONERS FOR ENGLAND
0.1.2	"Amenity Company"	means REDSHOTT DEVELOPMENTS LIMITED (Company Registered Number 1560778) known or to be known as TRIANGLE AMENITY LIMITED or its successors in title the registered proprietor for the time being at HM Land

Registry of the Estate
Rentcharges hereafter
defined

0.1.3 "Estate Plan"

means the plan annexed to
this Deed

0.1.4 "General Gardens"

means the garden and
recreational areas being
part of the Estate and
edged red on the Estate
Plan Together with all
buildings and other
structures thereon (if
any)

0.1.5 "Roadways"

means the private
roadways and other pieces
of land (if any) edged
blue on the Estate Plan

0.1.6 "Transferable
Properties"

means the properties
hatched black on the
Estate Plan short details
whereof are set out in
column 1 of the Third
Schedule hereto and
"Transferable Property"
means one only of the
Transferable Properties

- 0.1.7 "Estate" means the aggregate of the General Gardens the Roadways and the Transferable Properties
- 0.1.8 "Freehold Owner" means a transferee hereafter from the Commissioners of one (or more) of the Transferable Properties and his successors in title and until a transfer thereof takes place means the Commissioners and "Freehold Owners" has a corresponding meaning
- 0.1.9 "Deed of Covenant" means the Deed of Covenant the form whereof is set out in the Sixth Schedule hereto
- 0.1.10 "Nominal Rentcharge" has the meaning ascribed to that expression in sub-clause 4.1 hereof and the expression "Nominal Rentcharges" has a corresponding meaning
- 0.1.11 "Variable Rentcharge" has the meaning ascribed to that expression in

- sub-clause 4.2 hereof and the expression "Variable Rentcharges" has a corresponding meaning
- 0.1.12 "Estate Rentcharges" means the aggregate of the Nominal Rentcharge and Variable Rentcharge secured on each Transferable Property
- 0.1.13 "Estate Services" means the services covenanted by the Amenity Company in Clause 2 hereof to be provided to or for the benefit of the Estate
- 0.1.14 "Financial Year" have the meanings respectively ascribed to them in the Fourth Schedule hereto
- "Relevant Financial Year" "Accountant" and "Certificate"
- 0.1.15 "Roadways Expenditure" means the cost expenses and outgoings incurred by the Amenity Company in the performance of the covenants on its part contained in Clause 2 hereof insofar as they relate to the Roadways

0.1.16 "Painting
Expenditure"

means the costs expenses
and outgoings incurred by
the Amenity Company in
the performance of the
covenants on its part
contained in Sub-clause
2.4.2 hereof

0.1.17 "General Amenity
Expenditure"

means the costs expenses
and outgoings incurred by
the Amenity Company in
the performance of the
covenants on its part
contained in Clause 2
hereof not being Roadways
Expenditure or Painting
Expenditure and includes

0.1.17.1 the cost of and
incidental to the
determination and
calculation of the
Variable Rentcharges and
the interim payments to
be made in respect
thereof and in particular
the cost of preparing and
distributing copies of
the Certificate and the

accounts prepared for the purpose thereof and the fees and disbursements of the Accountant and

0.1.17.2 the cost of and incidental to the administration and running of the Amenity Company and the holding of meetings and the printing and circulation of rules and regulations affecting the Estate and

0.1.17.3 all other expenditure incurred by the Amenity Company in and about the maintenance and proper and convenient management and running of the Estate including without prejudice to the generality of the foregoing the appointment and remuneration of managing and other agents contractors solicitors surveyors and accountants

0.1.18 "Estate
Expenditure"

means the aggregate of
the heads of expenditure
hereinbefore defined that
is to say Roadways
Expenditure Painting
Expenditure and General
Amenity Expenditure and
is further defined in
Paragraph 6 of the Fourth
Schedule hereto and
includes the recovery of
Value Added Tax incurred
or chargeable under any
head of expenditure

0.1.19 "Transfer"

means the Transfer of
Part intended to be used
by the Commissioners on
all transfers to Freehold
Owners of Transferable
Properties the form
whereof is set out in the
Eighth Schedule hereto

0.1.20 "Perpetuity
Period"

means the period of
eighty years from the
date hereof (which shall
be the perpetuity period
applicable to this Deed

0.1.21 "Planning Acts"

under the Rule against Perpetuities)
means the Town and Country Planning Act 1971 and any statutory modification or re-enactment thereof for the time being in force and any order statutory instrument plan rule regulation permission or direction made or to be made or issued thereunder or deriving validity therefrom

0.2 The Commissioners are registered at HM Land Registry as proprietor with Absolute Title of the freehold of the Estate

0.3 The Commissioners intend to dispose of all their interest in the Estate and in other property owned by them in the vicinity of the Estate and to give effect to this intention have undertaken a scheme of disposal which is designed to maintain preserve and enhance the amenities of the area for the benefit of the inhabitants and occupiers thereof

0.4 In furtherance of such scheme the Commissioners have agreed to transfer to the Amenity Company the General

Gardens and the Roadways and the Amenity Company has agreed to maintain and manage the same and to provide certain services to the Estate and the Commissioners have agreed to create and to pay Estate Rentcharges to the Amenity Company in manner hereafter appearing

0.5 The Commissioners intend to dispose of all their interest in the Transferable Properties by transfers in the form of the Transfer to the intent that the covenants on the part of every Freehold Owner contained therein shall (so far as may be permissible by law) be mutually enforceable by and between every other Freehold Owner

NOW THIS DEED WITNESSETH as follows:-

1. Transfer

IN PURSUANCE of the said agreements and in consideration of the covenants on the part of the Amenity Company hereinafter contained the Commissioners HEREBY TRANSFER to the Amenity Company FIRSTLY the General Gardens AND SECONDLY the Roadways TOGETHER WITH the easements rights and privileges mentioned in the First Schedule hereto EXCEPTING AND RESERVING as mentioned in the Second Schedule hereto

2. Covenants by the Amenity Company

In consideration of (and subject to the payment of) the rentcharges hereinafter created by the Commissioners in its favour the Amenity Company HEREBY COVENANTS with the Commissioners at all times hereafter to perform and observe the following covenants:

2.1 Outgoings

To pay all rates taxes charges duties burdens assessments dues outgoings and impositions whatsoever whether parliamentary parochial local or of any description whatsoever which are now or shall at any time be charged rated assessed or imposed upon or in respect of the General Gardens and the Roadways or any parts thereof or on the owner or owners or occupiers in respect thereof

2.2 Insurance

To effect and maintain such insurance policy or policies as may be necessary to provide for cover against loss or damage to the General Gardens and the Roadways or any part or parts thereof or any part or parts thereof by any perils normally covered to the full cost of replacement plus adequate sums for professional services and against third party and public liability

2.3 Repair and decoration

At all times as often as need shall require well and substantially to cleanse repair maintain support and uphold all buildings upon and all boundary walls fences roadways verges paths sewers drains pipes wires and cables in under or upon the General Gardens and the Roadways or any parts thereof and whenever necessary to rebuild and reinstate the same

2.4 Services

2.4.1 Gardens

To maintain keep tidy properly tended and in good condition and state of cultivation and whenever necessary plant the General Gardens and replace any tree shrub or bush which may perish

2.4.2 Paint Exterior

To paint and decorate all parts previously painted and decorated of the exterior elevations of each of the Transferable Properties in respect of which a liability to make a percentage contribution towards Painting Expenditure is shown in Part III of the Fourth Schedule hereto and the boundary walls or structures thereof as often as the Amenity Company may from time to time determine but in any event at least once in every period of five years with good quality paint or other decorative substances in British Standard Colour Number 08 B 15 or in a colour to be determined from time to time by the Amenity Company

2.5 Amenity Company to join in transfers

that the Amenity Company will join in the execution of each and every transfer by the

Commissioners of a Transferable Property being a transfer in the form of the Transfer or as near thereto as circumstances may admit or require

3. Enforcement of covenants

Having regard to the provisions of Clause 6.1.3 hereof the Amenity Company will at the written request of the Freehold Owner or any mortgagee of a Transferable Property enforce by all means available to the Amenity Company any such covenants entered into by a Freehold Owner PROVIDED that

3.1 Security for Costs

the Amenity Company shall not be required to incur any legal or other costs under this sub-clause unless and until such security as the Amenity Company in its absolute discretion may require shall have been given by the Freehold Owner or mortgagee requesting such enforcement

3.2 Counsel's Opinion

the Amenity Company may in its absolute discretion before taking any steps by way of enforcement under this sub-clause require the Freehold Owner or mortgagee requesting such enforcement at his own expense to obtain for the Amenity Company from Counsel of not less than seven years standing to be nominated by the Amenity Company advice in writing as to the merits of any contemplated action in respect of the matters in issue and in

that event the Amenity Company shall not be bound to bring or procure to be brought any such action unless the said Counsel advises that if brought such action is likely to succeed

4. Creation of Estate Rentcharges (Rentcharges Act 1977)

IN consideration of the covenants on the part of the Amenity Company hereinbefore contained and in consideration of the premises the Commissioners HEREBY GRANT unto the Amenity Company in fee simple

4.1 The Nominal Rentcharge

A perpetual yearly estate rentcharge of One Pound (£1.00) (herein this Deed referred to as the "Nominal Rentcharge") for ever after issuing and payable out of each Transferable Property and out of all other the buildings and erections now standing or hereafter erected upon the site of each Transferable Property the total amount of which individual Nominal Rentcharges being the sum of Thirty Four Pounds (£34.00) to be paid in advance without deduction on the 25th day of December in every year and

4.2 The Variable Rentcharge

A perpetual yearly estate rentcharge (in this Deed referred to as the "Variable Rentcharge") for ever after issuing and payable out of each Transferable Property and out of all other the buildings and erections now standing or hereafter erected upon the site of each Transferable Property of an

amount in the case of each Transferable Property equal to the aggregate of the several percentages (a) of General Amenity Expenditure and Roadways Expenditure respectively shown against the postal address of each such Transferable Property in Part II of the Fourth Schedule hereto and (b) of Painting Expenditure (if any) as applying to the several blocks of Transferable Properties within the Estate into one of which each Transferable Property falls whose Freehold Owner is liable to pay Painting Expenditure as shown against the postal address of each relevant Transferable Property in Part III of the said Fourth Schedule.

4.3 Individuality of Estate Rentcharges

The Nominal Rentcharge and the Variable Rentcharge shall issue out of each Transferable Property hereinafter charged together with the powers and remedies in favour of the Amenity Company for securing and compelling payment of the Estate Rentcharges conferred by section 121 of the Law of Property Act 1925 and as hereinafter mentioned and subject to the covenants on the part of the Commissioners hereafter contained as though the Estate Rentcharges and covenants had been set out seriatim herein in respect of each Transferable Property as separate individual rentcharges

5. Charge

THE Commissioners HEREBY CHARGE each Transferable Property with the payment to the Amenity Company of the Estate Rentcharges applicable thereto to the intent that the powers and remedies for enforcing payment thereof referred to above shall apply in relation to each Transferable Property only to the extent of its individual liability as though separate individual Estate Rentcharges had been hereby created in respect of each

6. Covenants by the Commissioners

6.1 THE Commissioners HEREBY COVENANT with the Amenity Company

6.1.1 Shares in the Amenity Company

To subscribe for and become registered or procure their nominee or nominees to become registered as owners of that number of shares in the Amenity Company as is set out against each Transferable Property in Column 2 of the Third Schedule hereto

6.1.2 To pay Estate Rentcharges

To pay to the Amenity Company the Nominal Rentcharge in respect of each Transferable Property at the times and in manner aforesaid and also to pay the Variable Rentcharge in respect of each Transferable Property at the times and

in manner provided for in Part I of the Fourth Schedule hereto

6.1.3 As to Transfers of the freeholds

Not to transfer the freeholds of the Transferable Properties other than by transfers in the form of the Transfer or as near thereto as circumstances may admit or require

6.1.4 Covenant for Title

That they have not at any time heretofore done or knowingly suffered anything whereby or by reason whereof they are hindered from transferring the General Gardens and the Roadways and creating the rentcharges in manner herein contained

6.2 Other obligations

The Commissioners so as to bind the Freehold Owner for the time being of each Transferable Property in respect of such Transferable Property and so that this covenant shall (so far as may be permissible by law) be for the benefit and protection of the Estate Rentcharges and each of them and of the General Gardens and the Roadways and each and every part thereof HEREBY COVENANT with the Amenity Company to comply or procure compliance with the obligations set out in the Fifth Schedule hereto

7. PROVISOS AND DECLARATIONS

7.1 Entry and other remedies

PROVIDED ALWAYS and it is hereby agreed between the parties that if the Estate Rentcharges charged on a Transferable Property or any part thereof shall be unpaid for twenty one days after becoming due (whether formally demanded or not) or if any of the covenants set out in the Fifth Schedule hereto are not observed or performed in relation to such Transferable Property then and in each such case it shall be lawful for the Amenity Company (but without prejudice to any other remedy, right or power available to the Amenity Company) and in addition to all powers and remedies conferred by Section 121 of the Law of Property Act 1925 and notwithstanding any actual or constructive waiver of any previous cause or right of entry or of any other right or claim on the part of the Amenity Company to enter upon such Transferable Property as aforesaid or any part thereof in the name of the whole and thereupon

- (i) all the interest of the Freehold Owner in such Transferable Property shall forthwith cease and determine and
- (ii) the fee simple in such Transferable Property shall forthwith vest in the Amenity Company

7.2 Estate Services proviso

Notwithstanding anything herein contained the Amenity Company shall not be liable in damages to a Freehold Owner in respect of:

7.2.1 Interruption

any interruption in or failure to provide any of the Estate Services to any Transferable Property or the Estate by reason of circumstances beyond the control of the Amenity Company

7.2.2 Acts of Agents etc.

any act omission or negligence of any agent or servant of the Amenity Company in or about the performance or purported performance of any duty relating to the provision of such services

7.3 Liability of Commissioners

The Commissioners and the Amenity Company hereby respectively agree and confirm that the Estate Rentcharges created by this Deed are separate Estate Rentcharges affecting only each individual Transferable Property and that the liability for the payment thereof and for the performance of the covenants on the part of the Commissioners herein contained shall cease and absolutely determine in relation to each Transferable Property on the date of the transfer thereof to a Freehold Owner

8. Construction

THE headings in this Deed are for convenience only and shall not affect the construction of this Deed

9. Certificate of Value

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount of value of the property transferred exceeds £20,000

IN WITNESS whereof the parties have affixed their respective Common Seals the day and year first above written

THE FIRST SCHEDULE above referred to

Easements rights and privileges included in this Deed

1. The right of passage and running of air water and soil gas and electricity and telephone signals or impulses through the ventilators sewers drains pipes wires cables and conduits which are now or may at any time hereafter within the Perpetuity Period be situate in any part of the Transferable Properties or any part of the adjoining or adjacent property of the Commissioners and serving or capable of serving or being enjoyed by the General Gardens and the Roadways or any part or parts thereof
2. The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon any of the Transferable Properties or any part of the adjoining or adjacent property of the Commissioners for the purpose of

repairing cleansing maintaining or renewing any such ventilators sewers drains pipes wires cables and conduits as aforesaid

3. The right of entry onto the Transferable Properties or any of them at all reasonable times in the daytime (or at any time in case of emergency) for the purpose of carrying out repairs renewals decorations or cleansing of the General Gardens and the Roadways or any part or parts thereof and for the purpose of complying with its obligations with regard to the Estate hereinbefore contained

4. The right of support (as at present enjoyed) for the General Gardens and the Roadways or any part or parts thereof from all adjoining and neighbouring land and of support and shelter and protection for the General Gardens and the Roadways or any part or parts thereof from all parts of the Transferable Properties capable of providing the same

THE SECOND SCHEDULE above referred to

Exceptions and Reservations

There are excepted and reserved out of this Deed to the Commissioners and the relevant Freehold Owners and all other persons respectively authorised by the Commissioners or the relevant Freehold Owners

1. The right to connect to and thereafter to use for the purpose of passage and running of air water and soil gas and electricity telephone signals or impulses through the ventilators sewers drains pipes wires cables and conduits which are now or may at any time hereafter within the

Perpetuity Period be situate in the General Gardens and the Roadways or any part or parts thereof and serving or capable of serving or being enjoyed by the Transferable Properties or any part of the adjoining or adjacent property of the Commissioners

2. The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon the General Gardens and the Roadways or any part or parts thereof for the purpose of repairing cleansing maintaining or renewing any such ventilators sewers drains pipes wires cables and conduits as aforesaid

3. The right of entry upon the General Gardens and the Roadways or any part or parts thereof at all reasonable times in the daytime upon giving previous written notice (or at any time without notice in case of emergency) for the purpose of carrying out repairs renewals decorations or cleansing to the Transferable Properties or any of them

4. The right to go pass and repass with or without motor cars and other vehicles at all times by day and night and for all purposes over and along the Roadways subject to compliance with the rules and regulations relating thereto set out in the Seventh Schedule hereto and such additions or amendments thereto as the Amenity Company may from time to time reasonably make in accordance with Paragraph 13 of the Fifth Schedule hereto

5. The right to enter and use the General Gardens subject to compliance with the rules and regulations relating thereto set out in the Seventh Schedule hereto and such additions or amendments thereto as aforesaid

6. The right of support and cover for the Transferable Properties

All the above easements rights and privileges to be subject to and conditional upon in relation to each Transferable Property the payment of the Estate Rentcharges charged thereon and the performance and observance of the covenants on the part of the Freehold Owner thereof contained in the Fifth Schedule to this Deed

THE THIRD SCHEDULE above referred to
Number of Shares in the Amenity Company

<u>Column 1</u>	<u>Column 2</u>
<u>Address of Transferable Property with postal address in brackets</u>	<u>Number of Shares in Amenity Company</u>
2 Randolph Crescent	1
4 and 6 Randolph Crescent (4 Randolph Crescent)	2
8 and 10 Randolph Crescent (8 Randolph Crescent)	2
12 and 14 Randolph Crescent (12 Randolph Crescent)	2
16 Randolph Crescent	1
18 and 20 Randolph Crescent (18 Randolph Crescent)	2

22 and 24 Randolph Crescent (22 Randolph Crescent)	2
26 Randolph Crescent	1
28 Randolph Crescent	1
29, 31, and 33 Randolph Avenue (29 Randolph Avenue)	3
35 Randolph Avenue	1
37 and 39 Randolph Avenue (37 Randolph Avenue)	2
41 and 43 Randolph Avenue (41 Randolph Avenue)	2
45, 47 and 49 Randolph Avenue (45 Randolph Avenue)	3
51 and 53 Randolph Avenue (51 Randolph Avenue)	2
55, 57 and 59 Randolph Avenue (55-59 Randolph Avenue)	3
24b Clifton Gardens	1
24c Clifton Gardens	1
26 Clifton Gardens	1
28 Clifton Gardens	1
30 Clifton Gardens	1
32 Clifton Gardens	1
34 Clifton Gardens	1
36 Clifton Gardens	1
38 Clifton Gardens	1
40 Clifton Gardens	1
42 Clifton Gardens	1
44 Clifton Gardens	1

46 Clifton Gardens	1
48 Clifton Gardens	1
50 Clifton Grdens	1
52 and 54 Clifton Gardens (52/4 Clifton Gardens)	2
56 Clifton Gardens	1
58 Clifton Gardens	1

THE FOURTH SCHEDULE above referred to

The Variable Rentcharge

Part I

1. The Variable Rentcharge payable in respect of each Transferable Property shall be quantified as the aggregate of the several percentages shown in Parts II and III of this Schedule against the postal address of the relevant Transferable Property in respect of the heads of Estate Expenditure that is to say General Amenity Expenditure Roadways Expenditure and Painting Expenditure subject to the following terms and provisions:-

2. Definitions

2.1 "Financial Year" means in relation to Estate Expenditure the period from the First day of October in each year to the Thirtieth day of September in the following year or such other annual period as the Amenity Company may

- 2.2 "Relevant Financial Year" in its discretion from time to time determine as being that for which the accounts of the Amenity Company shall be made up in relation to the determination of the Variable Rentcharge means the financial year for which the amount of the Variable Rentcharge is being determined
- 2.3 "Accountant" means an independent accountant appointed by the Amenity Company who shall be a member of a body of accountants established in the United Kingdom and for the time being recognised by the Secretary of State for the purposes of Section 161(1)(a) of the Companies Act 1948
- 2.4 "Certificate" means a written statement certified by the Accountant

3. The amount of the Variable Rentcharge shall be ascertained and certified by the Accountant annually and so soon after the end of the Financial Year as may be practicable and shall relate to such year
4. A copy of the Certificate for the Relevant Financial Year shall be supplied by the Amenity Company to each Freehold Owner without charge
5. The Certificate shall contain a fair summary of the Estate Expenditure incurred by the Amenity Company during the Relevant Financial Year and specifying a sum as the amount of the Variable Rentcharge payable by each Freehold Owner AND the Certificate shall be conclusive and binding on the Amenity Company and each Freehold Owner as regards all matters contained specified or certified therein (other than any question of law)
6. The expression "Estate Expenditure" as hereinbefore in Clause 0.1.18 defined and used shall be deemed to include not only Estate Expenditure actually disbursed incurred or made by the Amenity Company during the Relevant Financial Year but also such sum or sums on account of any other items of Estate Expenditure whether of a unique or of a periodically recurring nature and whether recurring by regular or irregular periods and whenever disbursed incurred or made and whether before or after the Relevant Financial Year as the Accountant may in his absolute discretion consider it reasonable to include (whether by way of amortisation of costs expenses and outgoings already

incurred or by way of provision for anticipated future costs expenses and outgoings or otherwise) in the amount of Estate Expenditure for the Relevant Financial Year

7. Each Freehold Owner shall on each of the quarter days falling within each Financial Year pay to the Amenity Company (and if so required by the Amenity Company such payment to be by way of Banker's Standing Order) on account of the Variable Rentcharge payable for such Financial Year in respect of each Transferable Property of which he is Freehold Owner such sum as the Amenity Company or its agents shall from time to time specify in its or their discretion to be a fair and reasonable interim payment the first such payment being a due proportion of such interim payment in respect of the period from the date hereof to the quarter day next following to be made on the execution hereof

8. As soon as practicable after the signature of the Certificate the Amenity Company shall furnish to each Freehold Owner an account of the Variable Rentcharge payable by the Freehold Owner for such Financial Year in respect of each Transferable Property of which he is Freehold Owner due credit being given therein for any interim payment made by the Freehold Owner in respect of such Financial Year and upon the furnishing of such account there shall be paid by the Freehold Owner to the Amenity Company the Variable Rentcharge payable as aforesaid or any balance thereof shown to be payable or credit shall be given by the Amenity Company to the Freehold Owner for any amount which may have

been overpaid by the Freehold Owner by way of interim payment as the case may require

9. It is hereby agreed and declared that the remedies contained in sub-clause 7.1 of this Deed shall not be exercisable by reason only of non-payment by a Freehold Owner of any such interim payment as aforesaid prior to the date on which the Certificate shall be furnished to the Freehold Owner as aforesaid but nothing herein contained shall prevent an action being maintained against the Freehold Owner in respect of non-payment of such interim payment as aforesaid notwithstanding that the Certificate has not been furnished to the Freehold Owner at the time such action was commenced subject nevertheless to the Amenity Company establishing in such action that the interim payment demanded and unpaid was of a fair and reasonable amount having regard to the amount of the Variable Rentcharge ultimately payable by the Freehold Owner

10. Provided always and notwithstanding anything herein contained it is agreed and declared as follows:-

10.1 the amount of the Variable Rentcharge for the Financial Year current at the date of the execution of this Deed shall be a proportionate amount for the period of such Financial Year commencing on the said date of execution

10.2 if and insofar as any monies received by the Amenity Company during any Financial Year by way of Variable Rentcharge are not actually expended by the Amenity Company during that Financial Year on Estate Expenditure the Amenity

Company shall hold those monies on trust to expend them in subsequent Financial Years on Estate Expenditure and subject thereto upon trust for the Freehold Owners absolutely

10.3 during such time as the said costs expenses and outgoings shall have been incurred in respect of any part only of the Estate or for part only of a Financial Year then the Variable Rentcharge shall be calculated by reference to such notional expenditure for the whole of the Estate for the whole of the Financial Year as shall be certified by the Accountant to be fair and proper having regard to the actual costs expenses and outgoings incurred in providing all or any of the services herein described to a part only of the Estate or for part only of a Financial Year as the case may be

Part II

<u>Column 1</u> <u>Postal Address</u>	<u>Column 2</u> <u>General Amenity</u> <u>Expenditure</u>	<u>Column 3</u> <u>Roadways</u> <u>Expenditure</u>
	% Contribution	% Contribution
2 Randolph Crescent	2.0408	-
4 Randolph Crescent	4.0816	-
8 Randolph Crescent	4.0816	-
12 Randolph Crescent	4.0816	-
16 Randolph Crescent	2.0408	-
18 Randolph Crescent	4.0816	-
22 Randolph Crescent	4.0816	-

26 Randolph Crescent	2.0416	-
29 Randolph Avenue	6.1224	-
35 Randolph Avenue	2.0408	-
37 Randolph Avenue	4.0816	-
41 Randolph Avenue	4.0816	-
45 Randolph Avenue	6.1224	-
51 Randolph Avenue	4.0816	-
55-59 Randolph Avenue	6.1224	-
28 Randolph Crescent	2.0408	-
24b Clifton Gardens	2.0408	-
24c Clifton Gardens	2.0408	-
26 Clifton Gardens	2.0408	6.1856
28 Clifton Gardens	2.0408	6.7010
30 Clifton Gardens	2.0408	6.7010
32 Clifton Gardens	2.0408	6.7010
34 Clifton Gardens	2.0408	6.7010
36 Clifton Gardens	2.0408	6.7010
38 Clifton Gardens	2.0408	6.7010
40 Clifton Gardens	2.0408	6.7010
42 Clifton Gardens	2.0408	6.1856
44 Clifton Gardens	2.0408	6.1956
46 Clifton Gardens	2.0408	6.7010
48 Clifton Gardens	2.0408	7.2165
50 Clifton Gardens	2.0408	6.7010
52/4 Clifton Gardens	4.0816	13.9177
56 Clifton Gardens	2.0408	-
58 Clifton Gardens	2.0408	-

PART III

<u>Column 1</u> <u>Postal Address</u>	<u>Column 2</u> <u>Painting Expenditure</u>
	% Contribution
<u>Block comprising:-</u>	
29 Randolph Avenue	14.5040
35 Randolph Avenue	5.3435
37 Randolph Avenue	9.9236
41 Randolph Avenue	9.9236
45 Randolph Avenue	15.2671
51 Randolph Avenue	9.9236
55-59 Randolph Avenue	15.1671
28 Randolph Avenue	19.8475
<u>Block comprising:-</u>	
24b Clifton Gardens	7.8235
24c Clifton Gardens	6.8030
26 Clifton Gardens	4.0816
28 Clifton Gardens	4.4217
30 Clifton Gardens	4.4217
32 Clifton Gardens	4.4217
34 Clifton Gardens	4.4217
36 Clifton Gardens	4.4217
38 Clifton Gardens	4.4217
40 Clifton Gardens	4.4217
42 Clifton Gardens	4.0816
44 Clifton Gardens	4.0816

46 Clifton Gardens	4.4217
48 Clifton Gardens	4.7619
50 Clifton Gardens	4.4217
52/4 Clifton Gardens	9.1836
56 Clifton Gardens	5.4421
58 Clifton Gardens	13.9458

THE FIFTH SCHEDULE above referred to
Covenants affecting Transferable Properties

1. Repair and decoration

1.1 Repair

At all times as often as need shall require well and substantially to cleanse repair maintain support and uphold each Transferable Property and all fences sewers drains pipes radiators ventilators wires and cables in the Transferable Property and exclusively serving the same and to make good all damage occasioned to the Transferable Property

1.2 Maintenance etc

To keep clean and tidy and properly tended any garden or balcony or other external area forming part of each Transferable Property and where appropriate lop and top and care for any trees in accordance with good arboricultural practice

1.3 External Painting

To paint and decorate all parts of the exterior of each Transferable Property previously painted and

decorated as are outside the scope of the covenant by the Amenity Company in sub-clause 2.4.2 hereinbefore contained in such a manner and where appropriate in British Standard Colour Number 08 B 15 or in a colour to be determined from time to time by the Amenity Company and in particular to paint and decorate such parts of the exterior as aforesaid at least once in every period of five years save that any part thereof treated with substances which require re-application less frequently than once in every five years shall be so treated as and when proper and necessary to do so to maintain the condition and appearance thereof

2. Insurance and Reinstatement

2.1 Cover

To effect and maintain such insurance policy or policies as may be necessary to provide for cover against loss or damage to any part of each Transferable Property by any of the perils normally covered to the full cost of reinstatement plus adequate sums for professional services

2.2 Reinstatement

So often as any building forming part of a Transferable Property shall be destroyed or damaged by fire or any other risk to rebuild

and reinstate it as soon as practicable to its former state or as near thereto as is consistent with the bye-laws regulations and planning or development schemes of any competent authority and applying all monies received in respect of such insurance towards such rebuilding or reinstatement and if such monies shall prove insufficient for that purpose to complete such rebuilding or reinstatement out of the Freehold Owner's own monies

3. External alterations and building

3.1 External

No alteration shall be made to the external appearance of any building forming part of a Transferable Property (including the colouring scheme) except with the prior written consent of the Amenity Company

3.2 Other

No building or other structure or wireless or television receiving or transmitting aerial array shall be erected upon any Transferable Property except with the prior written consent of the Amenity Company

4. Signs

Not to place or affix or permit to be placed or affixed any name writing drawing signboard plate or placard of any

kind on or in any window or on the exterior of any structure forming part of a Transferable Property except with the prior written consent of the Amenity Company

5. Hanging of Clothes etc

Not to hang or expose or permit to be hung or exposed outside any building forming part of a Transferable Property any clothes or other articles

6. Refuse etc

Not to throw or permit to be thrown out of any window of any building forming part of a Transferable Property any refuse or rubbish and not to shake or permit to be shaken any mat or carpet out of any such windows

7. Inspection and co-operation

7.1 To permit the Amenity Company its agents or workmen at all reasonable times (previous written notice having been given except in case of emergency) to enter into and upon any Transferable Property to ascertain whether there has been and is any breach of or non-compliance with the covenants herein contained

7.2 To co-operate at all times with the Amenity Company and all others interested in the Estate in all measures reasonably necessary for repairing maintaining or upholding the Estate to high standards of appearance and amenity

8. Conditions of transfer

8.1 Not to transfer any share or shares in the Amenity Company registered in the name of a Freehold Owner

(hereinafter called "Shareholding") to any person other than one who is or is about to be a Freehold Owner of the relevant Transferable Property

8.2 Not to transfer any Transferable Property except to a transferee

8.2.1 to whom simultaneously with such transfer there shall be delivered a duly executed transfer of the Shareholding unless it should be impossible for any reason outside the control of the transferor to deliver simultaneously as aforesaid such a transfer of the Shareholding as aforesaid and

8.2.2 who shall (unless he is a party to a transfer from the Commissioners in the form of the Transfer) before or simultaneously with such transfer have executed a deed of covenant in the form of the Deed of Covenant

8.3 That if at any time the Freehold Owner shall not be the holder of a Shareholding the Freehold Owner will upon being requested to do so by the Amenity Company take a transfer of the Shareholding in any manner authorised by the Amenity Company's Articles of Association and will pay the nominal value of the Shareholding to such person as the Amenity Company shall direct

8.4 That if at any time the Freehold Owner (being the holder of a Shareholding) shall not be registered as the proprietor thereof the Freehold Owner will

upon being requested to do so by the Amenity Company apply to the Amenity Company to be registered as such proprietor

8.5 That each and every Freehold Owner not being the Commissioners or a party to a transfer from the Commissioners in the form of the Transfer shall enter into a deed of covenant in the form of the Deed of Covenant

9. Costs of Notices

To pay all costs charges and expenses (including Solicitors' costs and Surveyors' Fees) incurred by the Amenity Company for the purpose of or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 requiring a Freehold Owner to remedy a breach of any of the covenants herein contained notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

10. Statutory Requirements

At all times to do and execute or cause to be done and executed all such works and things as under or by virtue of any general or local Acts or Act of Parliament bye-law rules and regulations already or hereafter to be passed now are or shall or may be directed or required by the public local or any other authority to be done or executed upon or in respect of any of the Transferable Properties and in particular and without prejudice to the generality of the foregoing to comply with the Planning Acts

11. User of Transferable Properties

- 11.1 Not to commit or permit or suffer any waste spoil or destruction in or upon any of the Transferable Properties
- 11.2 Not to use or permit or suffer to be used any Transferable Property for any purpose from which a nuisance can arise to Freehold Owners or other the residents of other parts of the Estate or for any illegal or immoral purpose and not to hold or permit to be held any auction on any Transferable Property but to use or permit the same to be used only for such use or uses as may be either established or which do not contravene planning control for the time being under the Planning Acts

12. Consent of Amenity Company

- 12.1 Before
 - 12.1.1 making any application to the relevant authority for planning permission for a change of use or for any other development or
 - 12.1.2 changing from one type of use to another of the same type and within the same use class as designated in the Schedule to the Town and Country Planning (Use Classes) Order 1972 or any modification thereof for the time being in force or

12.1.3 carrying out any development not requiring planning permission in every such case upon or in respect of a Transferable Property or more than one Transferable Property or any part or parts thereof to give not less than fourteen days prior written notice thereof to the Amenity Company

12.2 When a planning permission has been granted to furnish a copy thereof to the Amenity Company within seven days of its receipt from the relevant authority

13. Regulations

At all times hereafter observe and perform or procure to be observed and performed the rules and regulations set forth in the Seventh Schedule hereto and such additions or amendments to those rules and regulations as the Amenity Company may from time to time reasonably make in relation to the General Gardens and the Roadways PROVIDED THAT

13.1 the said additions and amendments shall be notified by sending a copy thereof to each Freehold Owner and shall take effect from the date that the same shall be entered in a book kept for this purpose by the Amenity Company in London and the said book shall be available for inspection by any Freehold Owner on reasonable notice without fee

13.2 the entries in the said book shall be
conclusive evidence as against any Freehold
Owner of the rules and regulations from time
to time in force

14. INTEREST

In the event that any Nominal Rentcharge or Variable
Rentcharge or any other sum payable to the Amenity
Company under the provision of this Deed shall remain
unpaid for twenty one days from the date of demand
therefor interest shall be payable thereon from the
date of demand until the date of actual payment at the
rate (calculated on a daily basis) of Four pounds per
centum per annum over Barclays Bank Limited base rate
from time to time

THE SIXTH SCHEDULE above referred to
Form of Deed of Covenant

THIS DEED OF COVENANT is made the day
of 19 B E T W E E N

of

(hereinafter called "the Purchaser") of the one part and
TRIANGLE AMENITY LIMITED (Company Registered Number 1560778)
(hereinafter called "the Amenity Company") of the other part

WHEREAS:

(1) Words and expressions used herein have the meanings
ascribed to them respectively in the Rentcharge Deed
(hereinafter called "the Rentcharge Deed") dated the

day of 1981 made between the Commissioners (1) and
the Amenity Company (2)

(2) This Deed is intended to be supplemental to the
Rentcharge Deed and a transfer (hereinafter called "the
Original Transfer") by the Commissioners of the Transferable
Property known as

(hereinafter called "the Relevant Transferable Property")
dated day of 19

(3) Clause 2 of the Original Transfer contains (inter alia)
a covenant on the part of the transferee under the Original
Transfer to observe and perform all the covenants contained
in the Fifth Schedule to the Rentcharge Deed which include a
covenant that the Freehold Owner from time to time of the
Relevant Transferable Property will enter into a deed of
covenant in the form of the Deed of Covenant

(4) The Purchaser is about to become or has simultaneously
herewith become the Freehold Owner of the Relevant
Transferable Property

NOW THIS DEED WITNESSETH that the Purchaser HEREBY
COVENANTS with the Amenity Company in respect of the
Relevant Transferable Property that the Purchaser will
(subject to Clause 5.2 of the Original Transfer) at all
times hereafter duly pay the Estate Rentcharges charged on
the Relevant Transferable property by the Rentcharge Deed
and will (subject as aforesaid) observe and perform all the
covenants contained in Clause 2 of the Original Transfer and
in the Fifth Schedule to the Rentcharge Deed so far as they

fall to be observed and performed by the Purchaser (whether running with the land or of a purely personal or collateral nature)

IN WITNESS etc

THE SEVENTH SCHEDULE above referred to
Rules and Regulations affecting the General Gardens
and Roadways

1. Not to do any act which may annoy or interfere with the quiet use or enjoyment of the General Gardens as an ornamental pleasure garden by any person entitled to the use and enjoyment thereof
2. Not to obstruct or damage any part of the General Gardens and the Roadways and not to leave any articles of any description or litter in or upon any part thereof
3. Not to behave or permit any person residing or lodging in any Transferable Property to behave in the General Gardens in a manner which is loud unreasonable noisy objectionable unruly or otherwise unneighbourly but in all matters to act in regard to the General Gardens in a courteous and responsible manner and so as to occasion no unnecessary expense for the upkeep thereof
5. No piano gramophone wireless loudspeaker or mechanical or other musical instrument nor any equipment nor machinery of any kind shall be played or used nor shall any singing be practised in the General Gardens nor shall any other noise be emitted so as to cause annoyance to the owners lessees and occupiers of the other parts of the Estate

of 1981 and made
between the Commissioners (1)
and the Amenity Company (2) by
virtue of which the Amenity
Company is registered at HM
Land Registry as Proprietor
with Absolute Title under
Title Number of the
estate rentcharges created by
the Rentcharge Deed

NOW THIS DEED WITNESSETH as follows:-

1. Transfer

IN consideration of the sum of
pounds (£) paid to the Commissioners on or before the
execution hereof (the receipt whereof the Commissioners
hereby acknowledge) and of the covenants on the part of the
Transferee hereinafter contained the Commissioners HEREBY
TRANSFER and the Amenity Company where appropriate as
Beneficial Owner HEREBY GRANTS unto the Transferee the
Transferred Premises TOGETHER WITH the easements rights
and privileges mentioned in the Second Schedule hereto
subject as therein mentioned EXCEPTING AND RESERVING as
mentioned in the Third Schedule hereto SUBJECT TO the
Nominal Rentcharge of One Pound and also to the Variable
Rentcharge relating to the Transferred Premises as referred
to and set out in the Fourth Schedule to the Rentcharge Deed
and SUBJECT TO all powers and remedies for securing

payment of the Estate Rentcharges contained in the Rentcharge Deed and SUBJECT TO and where applicable with the benefit of the documents and other matters mentioned in the Fourth Schedule hereto

2. Covenants by Freehold Owner

THE Transferee so as to bind the Transferred Premises into whosoever hands the same may come and for the benefit and protection of the Estate Rentcharges and each of them and of the Estate and of each and every part thereof HEREBY COVENANTS with the Amenity Company that the Freehold Owner from time to time of the Transferred Premises or any part thereof and each of them will at all times hereafter

- 2.1 pay the Estate Rentcharges secured on the Transferred Premises at the times and in the manner set out in the Rentcharge Deed
- 2.2 observe and perform all the covenants contained in the Fifth Schedule to the Rentcharge Deed insofar as they relate or apply to the Transferred Premises or the Freehold Owner thereof
- 2.3 observe and perform the rules and regulations set out in the Seventh Schedule to the Rentcharge Deed and all additions and amendments thereto from time to time subsisting insofar as such rules and regulations relate or apply to the the General Gardens and Roadways

3. Commissioners' Covenant for Title

The Commissioners HEREBY COVENANT with the Transferee that they have not at any time heretofore done or knowingly

suffered anything whereby or by reason whereof they are hindered from granting and transferring the Transferred Premises as and in manner aforesaid

4. Covenants by the Amenity Company

The Amenity Company HEREBY COVENANTS with the Transferee (for the benefit of the Freehold Owner from time to time of the Transferred Premises) that the Amenity Company will (subject to due payment by the Freehold Owner of the Estate Rentcharges secured on the Transferred Premises and compliance with the covenants contained in the Clause 2 hereof) comply with the covenants on its behalf contained in sub-clauses 2.1, 2.2, 2.3 and 2.4 of the Rentcharge Deed to provide and maintain Estate Services (subject as in Clause 7.2 thereof provided) and to enforce the covenants by other Freehold Owners at the request and cost of the Freehold Owner of the Transferred Premises in manner contained in Clause 3 of the Rentcharge Deed and in the event that the fee simple of any Transferable Property (not being or not being included in the Transferred Premises) shall vest in the Amenity Company by virtue of an exercise of the right of entry contained in Clause 7.1 of the Rentcharge Deed or contained in any transfer in the form of the Transfer of such Transferable Property not to transfer such fee simple otherwise than by means of a transfer in the form mutatis mutandis of the Transfer and excepting and reserving out of such transfer rentcharges of the same kind and to the same effect as the Estate Rentcharges

5. Further Agreement and Declaration

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows

5.1 Liability of the Commissioners

5.1.1 The Commissioners and the Amenity Company hereby respectively agree and confirm to the Transferee that the Estate Rentcharges in respect of the Transferred Premises are separate Estate Rentcharges affecting only the Transferred Premises and not other Transferable Properties and that the Estate Rentcharges in respect of such other Transferable Properties do not affect the Transferred Premises

5.1.2 All and any liability of the Commissioners so far as it relates to the Transferred Premises whether arising out of the Rentcharge Deed /any lease thereof/ or otherwise shall absolutely cease and determine upon the execution of this transfer as the Amenity Company and the Transferee hereby respectively confirm and admit

5.2 Liability of Freehold Owner

If a Freehold Owner shall transfer the freehold of the Transferred Premises to a person who shall execute a deed of covenant in the form of the Deed of Covenant the transferring Freehold Owner shall cease to be

liable for any breach of covenant hereunder which shall take place after the execution by such person of such Deed of Covenant as aforesaid

5.3 Covenants by Joint Transferees

If this transfer is made to or the Transferred Premises shall hereafter vest in more than one person the expressions "Freehold Owner" and "Transferee" shall refer respectively to each and every one of such persons and the covenants by the Transferee herein contained shall be deemed to be made both jointly and severally by such persons

6. Entry of Restriction

THE parties hereto hereby apply to the Registrar to enter in the Proprietorship Register a restriction against the title of the Transferred Premises that except under an Order of the Registrar no transfer or assent by the proprietor of the land or his personal representative is to be registered unless accompanied by a certificate signed by a Director of the Amenity Company that such transfer or assent does not contravene any of the provisions of this transfer or the Rentcharge Deed

7. Construction

The Clause headings in this transfer are for convenience only and shall not affect the construction thereof

8. Certificate of value

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds pounds (£)

IN WITNESS etc

THE FIRST SCHEDULE above referred to

All that piece or parcel of land with the building erected thereon or on some part or parts thereof situate and known as No

in the City of Westminster

THE SECOND SCHEDULE above referred to

Easements rights and privileges included in the Transfer

1. The right of passage and running of air water and soil gas and electricity and telephone signals or impulses through the ventilators sewers drains pipes wires cables and conduits which are now or may at any time hereafter within the Perpetuity Period be situate in any part of the adjoining or adjacent property of the Commissioners and serving or capable of serving or being enjoyed by the Transferred Premises

2. The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon any part of the adjoining or adjacent property of the Commissioners for the purpose of repairing cleansing maintaining or renewing any

such ventilators sewers drains pipes wires cables and conduits as aforesaid

3. The right of entry onto the adjoining parts of the Estate at all reasonable times in the daytime upon giving previous written notice (or at any time without notice in case of emergency) for the purpose of carrying out repairs renewals decorations or cleansing of the Transferred Premises

4. The right of support (as at present enjoyed) for the Transferred Premises from all adjoining and neighbouring land and of support shelter and protection for the Transferred Premises from all parts of the Estate capable of providing the same

5. The benefit of the reservations and restrictions contained in the Rentcharge Deed and in the transfers by the Commissioners of other Transferable Properties so far as they relate to the Transferred Premises

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

There are excepted and reserved out of this Transfer to the Commissioners the Amenity Company other Freehold Owners of other Transferable Properties and all other persons respectively authorised by the Commissioners the Amenity Company or such other Freehold Owners

1. The right to connect to and thereafter to use for the purpose of passage and running of air water and soil gas and electricity telephone signals or impulses through the

ventilators sewers drains pipes wires cables and conduits which are now or may at any time hereafter within the Perpetuity Period be situate in the Transferred Premises and serving or capable of serving or being enjoyed by other parts of the Estate or any part of the adjoining or adjacent property of the Commissioners

2. The right with servants workmen and others at all reasonable times on notice (or at any time without notice in case of emergency) to enter into and upon the Transferred Premises for the purpose of repairing cleansing maintaining or renewing any such ventilators sewers drains pipes wires cables and conduits as aforesaid

3. The right of entry upon the Transferred Premises or any part thereof at all reasonable times in the daytime upon giving previous written notice (or at any time and without notice in case of emergency) for the purposes of carrying out repairs renewals decorations or cleansing of those parts of the Estate not otherwise accessible

4. The right of support shelter and protection from the Transferred Premises for those parts of the Estate enjoying or capable or enjoying the same

THE FOURTH SCHEDULE above referred to
Other matters to which this Transfer is subject

(end of Eighth Schedule)

SEAL

(THE COMMON SEAL of THE
(CHURCH COMMISSIONERS FOR
(ENGLAND was hereunto
(affixed in the presence
(of:-

(sd) W J PENNEL
Authenticiatin Officer