

DELEGATED POWERS REPORT NO.

895

SUBJECT: Stonegrove and Spur Road Estates Regeneration – Deed of Variation to reflect the final terms of the PDA

Control sheet

All of the following actions MUST be completed at each stage of the process and the signed and dated report MUST be passed to Democratic Service for publishing

All reports		
1. Democratic Services receive draft report	Name of DSO Date	Nick Musgrove 14/9/09
2. Democratic Services cleared draft report as being constitutionally appropriate	Name of DSO Date	Nick Musgrove 16/9/09
3. Finance clearance obtained (<i>report author to complete</i>)	Name of Fin. officer Date	Bernard Offori-Atta 16/09/09
4. Staff and other resources issues clearance obtained (<i>report author to complete</i>)	Name of Res. officer Date	Karen Balham 16/09/09
5. Trade Union response received (Staffing issues only)	Name of TU rep. Date	N/A
6. Legal clearance obtained from (<i>report author to complete</i>)	Name of Legal officer Date	Tobenna Erojikwa 15/09/09
7. Policy & Partnerships clearance obtained (<i>report author to complete</i>)	Name of P&P officer Date	Andrew Nathan 14/09/09
8. Equalities & Diversity clearance obtained (<i>report author to complete</i>)	Name of officer Date	Julie Pal 14/09/09
9. The above process has been checked and verified by Director, Head of Service or Deputy (<i>report author to complete</i>)	Name Date	Colin Ross 16/09/09
10. Signed & dated report, <u>scanned or hard copy</u> received by Democratic Services for publishing	Name of DSO Date	Nick Musgrove 17/09/2009
11. Report published by Dem Services to website	Name of DSO Date	Nick Musgrove 17/09/2009
Officer reports:		
12. Head of Service informed report is published and can be implemented.	Name of DSO Date	Nick Musgrove 17/09/2009
Cabinet Member reports:		
13. Expiry of call-in period	Date	N/A – not a key decision
14. Report circulated for call-in purposes to COSC members & copied to Cabinet & Head of Service	Name of DSO Date	

ACTION TAKEN BY CABINET MEMBER(S) UNDER DELEGATED POWERS (EXECUTIVE FUNCTION)

Subject Stonegrove and Spur Road Estates
Regeneration – Deed of Variation to reflect the final terms of the PDA

Cabinet Member(s) Cabinet Member for Community Services

Date of decision 17 September 2009

Date decision comes into effect 17 September 2009

Summary To approve and agree a Deed of Variation to the PDA that will enable the PDA to go live on or before the first anniversary of entering into the PDA which is due to occur on the 24th September 2009.

Officer Contributors Colin Ross – Head of Regeneration

Status (public or exempt) Public

Wards affected Edgware

Enclosures Appendix 1: Deed of Variation Summary Report 10th September 2009
 Appendix 2: Deed of Variation

Reason for exemption from call-in (if appropriate) N/A

Contact for further information: Denny Adam – Interim Senior Project Manager 020 8359 7130

Serial No. 895

1. RELEVANT PREVIOUS DECISIONS

1.1 Cabinet - 18 June 2007 – the following was agreed:

(iii) that the final terms of the Principal Development Agreement and legal arrangements be approved by the Cabinet Member for Regeneration and Development under Delegated Powers; that the necessary legal documentation be completed in order for the scheme to proceed

1.2 Cabinet Resources Committee – 2nd September 2008 the following was agreed:

That the financial provisions and other proposed changes to the Principal Development Agreement as set out in this report and the exempt report be approved.

2. CORPORATE PRIORITIES AND POLICY CONSIDERATIONS

2.1 The re-development of Stonegrove and Spur Road Estate accords with the ambitions and policy objectives of The London Plan and the Barnet Unitary Development Plan.

2.2 The regeneration and development supports Barnet's Corporate Plan 2009/10 – *A Successful City Suburb*. This sets out the Council's key corporate priorities, underpinned by the following aspirations:

- Implementing Barnet's Three Strands Approach; *Protect, Enhance and Grow*; and
- Delivering high quality and sustainable housing growth.

2.3 This scheme will make a significant contribution to the Council Local Area Agreement housing targets and underpins the ambition and policy objectives of the Council's Housing Strategy to provide additional homes. The progression of the Stonegrove and Spur Road Regeneration Scheme is one of the council's priority improvement milestones 2009/10.

3. RISK MANAGEMENT ISSUES

3.1 The PDA becomes unconditional on or before the first anniversary of the date it was entered into. All conditions precedent need to be satisfied and the final form of the PDA will require a Deed of Variation prior to the anniversary date of 24th September 2009. The PDA will become unconditional if the parties meet their obligations in it or otherwise decide to waive the obligations. The long-stop date for meeting the conditions precedents can also be extended by agreement. If it does not become unconditional or if the parties fail to agree to extend the PDA falls and the regeneration of Stonegrove and Spur Road Estates cannot proceed.

3.2 There is a risk in transferring land four months prior to the receipt of the land payment of £1,000,000. However this risk is mitigated by the provision of a

bank guarantee so that in the unlikely event that the PDA is terminated the Council is guaranteed the land payment. Officers consider this to be a low risk that is appropriately mitigated.

- 3.3 Officers have considered whether the issues involved are likely to raise significant levels of public concern or give rise to policy considerations. It is not considered that the Deed of Variation will raise significant levels of public concern or give rise to policy considerations.

4. EQUALITIES AND DIVERSITY ISSUES

- 4.1 The Stonegrove and Spur Road Regeneration Scheme will replace 417 homes and provide 520 new homes to deliver a mix of 937 affordable, intermediate and private sale flats and houses with new community facilities, including a community centre. The Council will have 100% nomination rights to the new affordable housing units and re-housing offers will be made to all the existing secure tenants on the existing housing estates. Thus the regeneration scheme will provide a new area of mixed tenure housing and will make this part of the Borough a better place to live, leading to improved community cohesion in an area with a highly diverse population.

5. USE OF RESOURCES IMPLICATIONS (Finance, Procurement, Performance & Value for Money, Staffing, IT, Property, Sustainability)

- 5.1 There will be no cost to the council as the land transfer was always envisaged to take place at a defined stage of the construction following the PDA becoming unconditional; that stage was reached in May of this year. The land payment to the Council of £1,000,000 is secured against a bank guarantee.
- 5.2 There are no Procurement, Staffing, IT, & Sustainability issues

6. LEGAL ISSUES

- 6.1 The Cabinet Member is referred to comments on Legal issues which were set out in the Report to Cabinet of 18th August 2007 and the subsequent report to the Cabinet Resources Committee dated 2nd September 2008. The legal issues referred to in the above reports will remain relevant to the scheme if the PDA is varied in the manner recommended by this report.

7. CONSTITUTIONAL POWERS

- 7.1 Cabinet Members may discharge the executive functions that fall within their portfolios, whether or not they are also delegated to officers, except for matters specifically reserved to Council, Cabinet or Cabinet Committee (Part 3 Responsibility for Functions, paragraph 3.3).

8. BACKGROUND INFORMATION

8.1 Most of the provisions of the PDA are conditional and would become operative upon the fulfilment of the respective obligations of the parties and are the conditions precedent that should be fulfilled before the PDA becomes unconditional. The PDA provides that these conditions precedent should be met and consequently the PDA becomes unconditional prior to the first anniversary of signing i.e. 24 September 2009. A deed of variation to the PDA is required to reflect the current arrangements agreed between the parties. A number of the changes reflect the agreed forms of leases, licences, and rent charge deeds, plus some updated terminology. The variations are set out in **Appendix 1** – Stonegrove and Spur Road Deed of Variation Summary Report attached. The Deed of Variation is attached as **Appendix 2**.

The main changes are highlighted in the following paragraphs.

8.2 Under former arrangements, the transfer of Development Stage 1 (comprised of three sub-stages, Affordable Development Stages 1A to 1C) was to happen in two transactions, 1A on its own and on the date on which the PDA became unconditional and 1B and 1C together and at a later time. To reflect the fact that the developer has been on site since January 2009, the new arrangement is that the transfer of 1A, 1B and 1C will happen at the same time and on the unconditional date, i.e. the transfers of 1B and 1C are to be brought forward to happen along with the transfer of 1A.

8.3 A land payment of £1,000,000 associated with Development Stage 1 was to have become payable on the later of three events, 1 July 2009, the transfer of Affordable Stage 1A, and the transfers (together) of Affordable Stages 1B and 1C. This payment will now become due on the set date of 15 January 2010. The parties have agreed that this payment is to be viewed as consideration for Development Stage 1. The transfer of Affordable Stage 1A to Family Mosaic, the RSL is expressed as being at nil value. Therefore, the payment is consideration for the transfers to Unitary Ltd, the Developer of Development Stages 1B and 1C.

8.4 The transfers of Affordable Stages 1A to 1C will happen some 4 months before the £1,000,000 payment becomes due. The PDA is varied to ensure that the obligation to pay will survive any termination of the PDA that might occur post transfer but pre due date for payment. There is a bank guarantee which is security for this sum which will also survive such termination and thereby continue to secure this payment in the event of such PDA termination.

8.5 The Deed of Variation provides that the forms of guarantee for Development Stage 1 and Stage 2a are to be extended or replaced by the Developer if either is soon to expire and payment has not yet become due and/or been paid in full.

8.6 The PDA allows for the regeneration of the whole of the Stonegrove & Spur Road Estates in Development Stages that are further broken down into phases. Each Development Stage is treated as a stand alone development in

its own right and the consideration relates to Development Stages 1; 2a 2b and 3a as follows:

On the transfer of Phase 1a, b and c within the First Development Stage following the PDA becoming unconditional the consideration of £1m becomes due on 15th January 2010.

A further £1.35m becomes payable either:

If the conditions precedent are not satisfied in respect of any Development Stage other than the First Development Stage (and any of its constituent parts) by the Second Expiry Date (4 years from the date of the PDA) and the PDA is terminated as a result but Development Stage 2(a) has been transferred to the Developer, then the sum of £1.35 million becomes payable.

Or - the sum of £1.35 million will become due on the transfer of all or part of any Other Development Stage after the transfer of all or part of the First Development Stage. This does not include transfer of 2b as this triggers payment of a different amount. It is important to note that this refers to '*all or part of*' in relation to both any Other Development Stage and the First Development Stage.

In addition the transfer of 2b will trigger a payment of £5 million unless £1.35 million has been paid further the above (in which case the transfer of 2b will trigger a payment of £3.65 million payment, i.e. the balance of £5 million.

9. LIST OF BACKGROUND PAPERS

9.1 None.

10. DECISION OF THE CABINET MEMBER(S)

I/We authorise the following action

10.1 That the Deed of Variation to the Stonegrove and Spur Road Estates Principal Development Agreement is entered into.

Signed



Cabinet Member for Community Services

Date

17/09/09

Stonegrove and Spur Road Estates Principal Development Agreement (PDA)

Deed of Variation – Summary Report

10 September 2009

- The PDA governs the arrangements for the proposed development of the Stonegrove and Spur Road Estates. It was signed by (1) The Mayor and Burgesses of the London Borough of Barnet (the "Council"), (2) Unitary Limited (the "Developer"), (3) Family Mosaic Housing (the "RSL"), and (4) Barratt Developments Plc (the "Guarantor") (together the parties) and dated 24 September 2008.
- A number of changes to the scheme arrangements have occurred since the parties entered into the PDA, and the parties have agreed that the PDA should be updated to capture these new arrangements. It has been agreed that this should be done formally through a deed of variation.
- The parties have agreed a form of Deed of Variation to the PDA (the "Deed") which must now be approved formally by the Council so that the parties can enter into the Deed and formally give effect to the changes. This summary report provides details of the changes in the Deed and is intended for use by the Council during the approvals process.
- Unless otherwise stated, terms capitalised in this summary report are as defined in the PDA.

	Deed reference	PDA reference	Variation/new drafting	Comment
1.	Schedule 1, paragraph 1	Clause 1 (Definitions and interpretation), 1.1	New definition as follows: "Developer Group Company" means a company or body corporate in respect of which Barratt Developments PLC owns 50% of the shares and/or voting rights either directly or indirectly;	The entity currently known as "Unitary Limited" (ie the Developer) may cease to exist as described. The parties have therefore agreed that definitions dealing with development costs and the total development value should be varied to include reference to other Barratt group companies, as this will cover any change to (including the disappearance of) "Unitary Limited" as it is currently known. See also point 7.
2.	Schedule 1, paragraph 1	Clause 1 (Definitions and interpretation),	New definition as follows: "Rent Charge Deed" means a rent charge deed to be	See point 16.

	Deed reference	PDA reference	Variation/new drafting	Comment
		1.1	entered into between the Estate Common Areas Owners and the Developer (or its successor in title) in relation to any part of any other Development Stage in the form attached at Part 1 of the Third Schedule with such changes as may be agreed between the Developer and the RSL;	
3.	Schedule 1, paragraph 1	Clause 1 (Definitions and interpretation), 1.1	New definition as follows: "Rent Charge Deed – Affordable Development Stage 1A" means the rent charge deed to be entered into between the RSL and the Developer in relation to Affordable Development Stage 1A in the form attached at Part 2 of the Third Schedule with such changes (if any) as the Developer and the RSL shall agree in writing;	See point 12.
4.	Schedule 1, paragraph 1	Clause 1 (Definitions and interpretation), 1.1	New definition as follows: "Resident Liaison Office Lease" means a lease of the proposed site of the resident liaison office in the form of the draft annexed as the Sixth Schedule with such changes (if any) as the Council and the Developer shall agree in writing;	See point 9.
5.	Schedule 1, paragraph 1	Clause 1 (Definitions and interpretation), 1.1	New definition as follows: "Supermarket Demolition Licence" means a demolition licence for the demolition of the former supermarket at the Development Site in the form of the draft annexed as the Fifth Schedule with such changes (if any) as the Developer and the Council shall agree in writing;	See point 9.
6.	Schedule 1, paragraph 2(i)	Clause 1 (Definitions and	"Project Offices" and "Project Offices Lease" are amended to refer to "Construction Compound" and	These amends reflect changes in terminology.

	Deed reference	PDA reference	Variation/new drafting	Comment
		interpretation), 1.1, and subsequent references throughout the PDA	"Construction Compound Lease" throughout.	
7.	Schedule 1, paragraph 2(ii)	Clause 1 (Definitions and interpretation), 1.1	Additional wording at the end of the definitions of "Total Development Costs" and "Total Development Value" as follows: "For the purposes of this definition references to the Developer shall be construed as references to the Developer and/or any Developer Group Company or Developer Group Companies (save that there shall be no double counting)."	As the entity currently known as "Unitary Limited" (ie the Developer) may cease to exist as described, the parties have agreed that these definitions should be varied to include reference to other Barratt group companies, as this will cover any change to (including the disappearance of) "Unitary Limited" (as it is currently known).
8.	Schedule 1, paragraph 3	Clause 4.4 (Development Stage 1 Guarantee and Development Stage 2a Guarantee)	Clause 4.4.1 is amended by deleting the words "prior to the later of" and paragraphs (a) and (b) and replacing them with "pursuant to clause 4.1.2".	Clause 4.4 in the PDA contains obligations in respect of two bank guarantees which are to be provided in a form agreed between the Council and the Developer, the Development Stage 1 Guarantee and the Development Stage 2a Guarantee. These secure land payments of £1m in respect of Development Stage 1 and £1.35 in respect of Development Stage 2a. Clause 4.4.1 provides for the release of the Development Stage 1 Guarantee. Development Stage 1 comprises three sub stages, Affordable Development Stages 1A, 1B and 1C. Under former arrangements, the transfer of these three sub-stages happened in two phases (1A as one transfer and 1B/1C as the other). This meant that the release of the Development Stage 1 Guarantee was expressed as taking place if the PDA terminated prior to the later of the two

	Deed reference	PDA reference	Variation/new drafting	Comment
				<p>transfers (as the payment is due only when the whole of Development Stage 1 has been transferred).</p> <p>Under new arrangements, the transfers of Affordable Development Stages 1A, 1B and 1C (the whole of Development Stage 1), will now occur on the same set date. Therefore, the release of the Development Stage 1 Guarantee is linked to termination prior to this date (as it is described in clause 4.1.2).</p> <p>Further details of the relevant new arrangements are set out at point 11 below.</p>
9.	Schedule 1, paragraph 4	Clause 4 (Conditions)	<p>New clauses 4.5 and 4.6 are added as follows:</p> <p>“4.5 Resident Liaison Office</p> <p>4.5.1 The Council shall enter into the Supermarket Demolition Licence with the Developer within 10 Working Days of being requested by the Developer in writing to do so.</p> <p>4.5.2 Within 10 Working Days of completion or substantial completion of the demolition works permitted by the Supermarket Demolition Licence the Council and the Developer will enter into the Resident Liaison Office Lease.</p> <p>4.5.3 As soon as reasonably practicable following the grant of the Resident Liaison Office Lease the Developer shall provide a resident liaison office on the premises demised by the Resident Liaison Office Lease (which for the avoidance of doubt may be a temporary structure or cabin).</p>	<p>The parties have agreed to formalise arrangements to deal with the possible demolition of former supermarket premises and construction of a new resident liaison office as part of the First Development Stage. The Developer may or may not elect to carry out the demolition works under the "Supermarket Demolition Licence" (as newly defined in the Deed), but if they do so, they will be obliged to enter into the "Resident Liaison Office Lease" (as newly defined in the Deed) and build the new resident liaison office. If they do not decide to demolish the existing redundant supermarket, they are under no obligation to enter into the Resident Liaison Office Lease and build the new resident liaison office. The Supermarket Demolition Licence and Resident Liaison Office Lease are in agreed forms which will be attached to the Deed at Schedules 3 and 4. The PDA is varied to have these attached at its Fifth and Sixth Schedules.</p>

	Deed reference	PDA reference	Variation/new drafting	Comment
			<p>4.6 Agreement to exclude security of tenure in respect of the Resident Liaison Office Lease</p> <p>4.6.1 For the purposes of this clause 4.6 the Council is the "Landlord" and the Developer is the "Tenant", as those parties are defined in the Resident Liaison Office Lease.</p> <p>4.6.2 The Council and the Developer confirm that before this Deed was entered into:</p> <p>4.6.2.1 a notice served pursuant to Section 38A(3)(a) of the Landlord and Tenant Act 1954 and complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") which relates to the tenancy to be created by the Resident Liaison Office Lease was served by the Council on the Developer on 15 June 2009; and</p> <p>4.6.2.2 a statutory declaration dated 23 June 2009 made pursuant to Section 38A(3)(b) of the Landlord and Tenant Act 1954 and complying with paragraph 8 of Schedule 2 to the Order was made by Peter Murphy, whom the Developer confirms was duly authorised by the Developer to make the statutory declaration on its behalf."</p>	New clause 4.6 deals with the requirements in the Resident Liaison Office Lease to exclude security of tenure under the Landlord and Tenant Act 1954.
10.	Schedule 1, paragraph 5.1	Clause 5 (First Development Stage)	In the heading to clause 5.1, the letter "s" shall be added to the word "Stage" and "1B and 1C" shall be added after "1A".	Clause 5.1 formerly dealt only with the transfer of Affordable Development Stage 1. This is to be varied to include detail on the transfers of Affordable Development Stage 1B and Affordable Development Stage 1C, and the heading is therefore varied accordingly.

	Deed reference	PDA reference	Variation/new drafting	Comment
11.	Schedule 1, paragraph 5.2	Clause 5 (First Development Stage)	<p>Clause 5.1.1 will be amended to read as follows:</p> <p>"Subject to the terms of this Agreement, the Council shall on the date this Agreement becomes unconditional in accordance with clause 4.1:</p> <p>(a) transfer to the RSL at the Developer's direction the freehold interest in Affordable Development Stage 1A free of Third Party Interests other than Accepted Third Party Interests, and</p> <p>(b) transfer to the Developer the freehold interest of Affordable Development Stage 1B and Affordable Development Stage 1C free of Third Party Interests other than Accepted Third Party Interests."</p>	<p>The PDA is subject to a number of conditions precedent which must be satisfied in order for the contract to 'go live' automatically without the Developer having the ability to carry out viability tests. Under former arrangements, clause 5.1.1 provided that the land relating to Affordable Development Stage 1A would be transferred on the date on which the PDA becomes unconditional, ie when then last of these conditions precedent is satisfied. By agreement of the parties, the transfer of Affordable Development Stages 1B and 1C will now also happen on the date on which the PDA becomes unconditional.</p> <p>This provides certainty in respect of both the transfer arrangements and the associated payment of £1 million due to the Council on the transfer of Development Stage 1 (which comprises Affordable Development Stages 1A, 1B and 1C).</p>
12.	Schedule 1, paragraph 5.3	Clause 5 (First Development Stage)	<p>A new clause 5.1.1A shall be added as follows:</p> <p>"5.1.1A The Developer and the RSL shall enter into the Rent Charge Deed – Affordable Development Stage 1 immediately on completion of the transfer of Affordable Development Stage 1A to the RSL pursuant to clause 5.1.1"</p>	<p>New clause 5.1.1A contains the obligation on the Developer and the RSL to enter into the Rent Charge Deed – Affordable Development Stage 1A, as newly defined above, immediately on the transfer of the relevant land. This is in a form agreed by all the parties, to be attached at Part 2 of the Third Schedule in the PDA.</p>
13.	Schedule 1, paragraph 5.4	Clause 5 (First Development Stage)	<p>The words at clause 5.2.1 shall be deleted and the words "Not Used" shall be inserted.</p>	<p>Clause 5.2.1 in the PDA contained an obligation on the Council to grant Works Licences in respect of Affordable Development Stage 1B and Affordable Development Stage 1C on the date of the transfer of Affordable Development Stage 1A (ie the unconditional date). As the Council will now be transferring the freehold interest of Affordable Development Stages 1B and 1C to the Developer</p>

	Deed reference	PDA reference	Variation/new drafting	Comment
				on that date, the obligation on the Council to grant those Works Licences will no longer apply.
14.	Schedule 1, paragraph 5.5	Clause 5 (First Development Stage)	At clause 5.4.1, the words in limb (a) shall be deleted and the words "Not Used" shall be inserted.	Under former arrangements, the transfer of Affordable Development Stages 1B and 1C was dependant on the issue of a Preliminary Works Certificate under clause 5.4.1. This trigger point is no longer relevant as the transfer of Affordable Development Stage 1B and 1C will now happen on the date on which the PDA becomes unconditional (as described in point 11).
15.	Schedule 1, paragraph 6	Clause 6 (Other Development Stages)	The full stop at the end of clause 6.3.12 will be deleted and replaced with "; and", and a new clause 6.3.13 shall be added as follows: "6.3.13 the Developer and the Council agreeing the number and mix of the Shared Equity Dwellings to be built on the Other Development Stage concerned."	Agreeing the mix of Shared Equity Dwellings for any relevant next development stage is now to be one of the conditions precedent for any Other Development Stage. As such, this matter will now be discussed as part of an Acquisition Strategy (where the viability and implementation of subsequent development stages is discussed and agreed).
16.	Schedule 1, paragraph 7	Clause 10.5 (Disposal of Development Site)	In clauses 10.5.2(a) and 10.5.2(b), the words "in a form approved by the RSL" shall be deleted and replaced with "in the form of the Rent Charge Deed with such changes (if any) as the RSL shall approve".	Clause 10.5.2 deals with the requirement in relation to any Disposal of the Development for the Developer and any Estate Common Areas Owner to enter into a rent-charge in favour of the Estate Common Areas Owner. Parties have agreed a form of rent charge deed, the "Rent Charge Deed" as newly defined above. This is to be attached as Part 1 of the Third Schedule of the PDA, and will be entered into with any changes to be approved by the RSL.
17.	Schedule 1, paragraph 8.1.1	Clause 18 (Council's costs)	In clause 18.1.1, the words "the later of" and paragraphs (a) and (b) shall be deleted and replaced with the words	Under the PDA as originally drafted, the Developer was required to pay £1 million by way of land

	Deed reference	PDA reference	Variation/new drafting	Comment
			<p>"15 January 2010 (save where this Agreement is terminated pursuant to clause 4.1.2)," and the words "and the parties agree that his sum shall be consideration for the transfers of the freehold interest of Affordable Development Stage 1B and Affordable Development Stage 1C to the Developer pursuant to clause 5.1.1(b)" shall be added at the end of the clause, and for the avoidance of doubt, clause 18.1.1 shall then read as follows:</p> <p>"The Developer shall pay the sum of one million pounds (£1,000,000) to the Council on 15 January 2010 (save where this Agreement is terminated pursuant to clause 4.1.2), (and following payment of such sum the Council shall forthwith release the Development Stage 1 Guarantee), and the parties agree that this sum shall be consideration for the transfers of the freehold interest of Affordable Development Stage 1B and Affordable Development Stage 1C to the Developer pursuant to clause 5.1.1(b)."</p>	<p>payment for Development Stage 1 to the Council on the latest of three events: (a) 1 July 2009, (b) completion of the transfer of Affordable Development Stage 1A to the RSL, and (c) the transfer to the Developer of Affordable Development Stages 1B and 1C.</p> <p>As the date set out in limb (a) has now passed and the two events in limbs (b) and (c) will now both occur on the same prescribed date (under new arrangements described at point 11), this drafting is no longer appropriate. The parties have agreed that payment will be made on a set date, 15 January 2010. The parties have also agreed that the sum payable in this clause 18.1.1 will be consideration for the transfers of the freehold interest in Affordable Development Stages 1B and 1C which will happen on the date on which the PDA becomes unconditional and pursuant to clause 5.1.1(b) (as varied and described at point 11 above).</p>
18.	Schedule 1, paragraph 8.1.2	Clause 18 (Council's costs)	<p>New clause 18.1.1.A shall be inserted as follows:</p> <p>"18.1.1.A1 If this Agreement is terminated for whatever reason after completion of the transfers on the date on which this Agreement becomes unconditional of the freehold interest in Affordable Development Stage 1A in accordance with clause 5.1.1(a) and of Affordable Development Stage 1B and Affordable Development Stage 1C in accordance with clause 5.1.1(b) but the payment of one million pounds (£1,000,000) referred to in clause 18.1.1 has not yet become due and/or been paid to the Council in full, then clause 18.1.1 shall</p>	<p>As described at point 17, a land payment of £1 million is due to the Council on 15 January 2010. Assuming the transfers do go ahead on the date on which the PDA becomes unconditional, the land will therefore be transferred to the Developer some 4 months before this payment becomes due. In the event that the PDA is terminated (for whatever reason) post transfer but pre payment, the obligation on the Developer to pay the relevant £1 million must survive such termination, and this is dealt with in new clause 18.1.1.A1.</p>

	Deed reference	PDA reference	Variation/new drafting	Comment
			<p>survive such termination.</p> <p>18.1.1.A2 If: (i) the term of the Development Stage 1 Guarantee is within 20 Working Days of expiring; and (ii) the payment of the sum due pursuant to clause 18.1.1 has not been made to the Council in full, the Developer must prior to the Development Stage 1 Guarantee being within 5 Working Days of expiring (or if earlier the payment of the sum due pursuant to clause 18.1.1 being made to the Council in full) extend or replace the Development Stage 1 Guarantee.</p> <p>18.1.1.A3 For the avoidance of doubt the extended or replacement Development Stage 1 Guarantee must be in the form of that provided pursuant to clause 4.1.1(l) which such changes (if any) as the Developer shall propose and the Council shall approve (such approval not to be unreasonably withheld or delayed). For the avoidance of doubt (and without limitation) it will be reasonable for the Council to withhold approval to a change that materially adversely affects the security that would be provided by the Development Stage 1 Guarantee.</p> <p>18.1.1.A4 If the Developer fails to renew or replace the Development Stage 1 Guarantee in accordance with clause 18.1.1.A2 the Developer shall (subject to clause 18.1.1.A5) pay to the Council immediately such of the payment referred to in clause 18.1.1 as has not yet been paid to the Council (and for the avoidance of doubt no further payment shall then be due pursuant to clause 18.1.1).</p> <p>18.1.1.A5 The obligation to make a payment pursuant to clause 18.1.1.A4 shall cease in the event of the</p>	<p>The £1 million payment in respect of Development Stage 1 and the sum of £1.35 million payable in respect of Development Stage 2a are both secured by a bank guarantee, the forms of which have been agreed. The parties have agreed that the payment for Development Stage 1 will be due on 15 January 2010 (assuming the relevant transfers of Affordable Development Stages 1A to 1C have gone ahead). As the payment is now expressed as being due on a specific fixed date, the parties have agreed a form of guarantee that has a fixed expiry date (which is 3 months after the due date for payment). There is also a fixed date of expiry in the Development Stage 2a Guarantee. To mitigate any risk of the expiry date in either case passing before payment has become due, the parties have agreed additional wording which requires the Developer to extend or replace either guarantee should either expire before full payment of the relevant sum due in each case.</p> <p>This is dealt with in new clause 18.1.1.A2 to 18.1.1.A5 in respect of the Development Stage 1 Guarantee. The equivalent protection in respect of the Development Stage 2 Guarantee is in new clause 18.1.4.A (see below).</p>

	Deed reference	PDA reference	Variation/new drafting	Comment
			Developer extending or replacing the Development Stage 1 Guarantee, whether pursuant to clause 18.1.1.A2 or otherwise."	
19.	Schedule 1, paragraph 8.1.3	Clause 18 (Council's costs)	<p>New clause 18.1.4.A shall be inserted as follows:</p> <p>"18.1.4.A1 If: (i) the term of the Development Stage 2a Guarantee is within 20 Working Days of expiring; and (ii) the Developer has not paid at least one of the payments due under clauses 18.1.2, 18.1.3, or 18.1.4 to the Council in full, the Developer must prior to the Development Stage 2a Guarantee being within 5 Working Days of expiring (or if earlier the payment of the sum due pursuant to any of clauses 18.1.2, 18.1.3, or 18.1.4 being made to the Council in full) extend or replace the Development Stage 2a Guarantee.</p> <p>18.1.4.A2 For the avoidance of doubt the extended or replacement Development Stage 2a Guarantee must be in the form of that provided pursuant to clause 4.1.1(l) which such changes (if any) as the Developer shall propose and the Council shall approve (such approval not to be unreasonably withheld or delayed). For the avoidance of doubt (and without limitation) it will be reasonable for the Council to withhold approval to a change that materially adversely affects the security that would be provided by the Development Stage 2a Guarantee.</p> <p>18.1.4.A3 If the Developer fails to renew or replace the Development Stage 2a Guarantee in accordance with clause 18.1.4.A1 the Developer shall (subject to clause 18.1.4.A4) pay to the Council immediately the sum of one million three hundred and fifty thousand</p>	New clause 18.1.4.A deals with the extension/replacement of the Development Stage 2 Guarantee (and is equivalent to the wording at new clause 18.1.1.A2 to 18.1.1.A5 in respect of the Development Stage 1 Guarantee).

	Deed reference	PDA reference	Variation/new drafting	Comment
			<p>pounds (£1,350,000) and following such payment;</p> <p>(i) The Developer shall have no obligation to make any payments pursuant to clause 18.1.2 or 18.1.3, and</p> <p>(ii) for the purposes of clause 18.1.4 the Developer will be deemed to have paid the Council the sum of one million three hundred and fifty thousand pounds (£1,350,000) pursuant to clause 18.1.3 and shall therefore only be required to pay three million six hundred and fifty thousand pounds (£3,650,000) to the Council pursuant to clause 18.1.4.</p> <p>18.1.4.A4 The obligation to make a payment pursuant to clause 18.1.4.A3 shall cease in the event of the Developer extending or replacing the Development Stage 2a Guarantee, whether pursuant to clause 18.1.4.A1 or otherwise."</p>	
20.	Schedule 1, paragraph 9 and Schedule 2, Part 1	Third Schedule, Part 1	The draft Rent Charge Deed attached as Part 1 of Schedule 2 to this Deed shall be inserted as Part 1 in the Third Schedule to the PDA.	See point 16.
21.	Schedule 1, paragraph 10 and Schedule 2, Part 2	Third Schedule, Part 2	The draft Rent Charge Deed – Affordable Development Stage 1A attached as Part 2 of Schedule 2 to this Deed shall be inserted as Part 2 in the Third Schedule to the PDA.	See point 12.
22.	Schedule 1, paragraph 11 and Schedule 3	Fifth Schedule	The draft Supermarket Demolition Licence attached at Schedule 3 to this Deed shall be inserted as the Fifth Schedule of the PDA.	See point 9.
23.	Schedule 1 paragraph 12 and Schedule 4	Sixth Schedule	The draft Resident Liaison Office Lease attached at Schedule 4 to this Deed shall be inserted as the Sixth Schedule of the PDA	See point 9.

DATED
2009

THE MAYOR AND BURGESSES OF THE LONDON
BOROUGH OF BARNET

and

UNITARY LIMITED

and

FAMILY MOSAIC HOUSING

and

BARRATT DEVELOPMENTS PLC

DEED OF VARIATION

to the Stonegrove and Spur Road Estates Principal
Development Agreement



N A B A R R O

Lacon House
84 Theobald's Road
London WC1X 8RW

TEL: +44 (0)20 7524 6000

DEED OF VARIATION

DATE

PARTIES

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET of North London Business Park, Oakleigh Road South, London N11 1NP (the "**Council**");
- (2) UNITARY LIMITED, company number 03790844, whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (the "**Developer**");
- (3) FAMILY MOSAIC HOUSING, (an industrial and provident society registered under the Industrial and Provident Societies Act 1965 under registered number IP30093R and a Registered Social Landlord Corporation Registered Number L4470), whose registered office is at 20 Queen Elizabeth Street, London SE1 2RJ (the "**RSL**"); and
- (4) BARRATT DEVELOPMENTS PLC, company number 604574, of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (the "**Guarantor**").

together the "**Parties**".

RECITALS

- (A) The Council, the Developer, the RSL and the Guarantor entered into the Principal Development Agreement (the "**PDA**") on 24 September 2008.
- (B) As a result of further discussions between the parties during the period since 24 September 2008 the Parties have agreed to enter into this deed of variation to the PDA to confirm the position of the Parties in relation to the entering into of a rent charge deed for Affordable Development Stage 1A (as defined in the PDA), the possible entering into of a demolition licence and lease of a new resident liaison office, and to vary a number of other provisions in the PDA.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and phrases shall have the following meanings:

"Commencement Date"

means the date of this Deed; and

“Deed”

means this deed of variation.

- 1.2 Any reference to a Party or Parties means a party or parties to this Deed.
- 1.3 The clause headings and the headings to the schedules hereto shall not affect the construction of this Deed.
- 1.4 Any term in this Deed not specifically defined therein shall have the meaning set out in the PDA.
- 1.5 The Parties will not raise any objection to any operative provisions of this Deed being within the definitions and (for the purpose of construing and interpreting this Deed and giving effect thereto) such operative provisions shall be deemed to form part of the body of this Deed.

2. COMMENCEMENT AND DURATION

This Deed shall take effect on the Commencement Date.

3. VARIATION OF THE PDA

With effect from the Commencement Date the PDA shall be varied as set out in Schedule 1.

4. GENERAL

- 4.1 For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989 this Agreement shall be deemed to contain all the provisions of the PDA as varied by this Deed.
- 4.2 The Parties agree that the provisions of clause 38 (Confidentiality, Freedom of Information and Announcements) of the PDA shall apply to this Deed.
- 4.3 Any notice served under or in connection with this Deed must be in writing and shall be deemed to be validly served if served either personally or by sending it through the post in a registered letter addressed to the last known registered office of the party to whom the notice is addressed.
- 4.4 Unless expressly stated nothing in this Deed creates any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 4.5 No amendment or modification of this Deed shall be valid or binding on any Party unless the same is made in writing, refers expressly to this Deed and is signed by its duly authorised representative.
- 4.6 This Deed shall be governed by and construed in accordance with the law of England and Wales.

SCHEDULE 1

1. The following new definitions shall be added to clause 1.1;

“Developer Group Company” means a company or body corporate in respect of which Barratt Developments PLC owns 50% of the shares and/or voting rights either directly or indirectly;

“Rent Charge Deed” means a rent charge deed to be entered into between the Estate Common Areas Owners and the Developer (or its successor in title) in relation to any part of any other Development Stage in the form attached at Part 1 of the Third Schedule with such changes as may be agreed between the Developer and the RSL;

“Rent Charge Deed – Affordable Development Stage 1A” means the rent charge deed to be entered into between the RSL and the Developer in relation to Affordable Development Stage 1A in the form attached at Part 2 of the Third Schedule with such changes (if any) as the Developer and the RSL shall agree in writing;

“Resident Liaison Office Lease” means a lease of the proposed site of the resident liaison office in the form of the draft annexed as the Sixth Schedule with such changes (if any) as the Council and the Developer shall agree in writing;

“Supermarket Demolition Licence” means a demolition licence for the demolition of the former supermarket at the Development Site in the form of the draft annexed as the Fifth Schedule with such changes (if any) as the Developer and the Council shall agree in writing;

2. Clause 1.1 shall be varied as follows:

- (i) **“Project Offices Lease”** shall be replaced with **“Construction Compound Lease”** (but the associated definition shall remain the same) and all subsequent references in the PDA to the Project Office and the Project Offices Lease shall be construed as referring to the Construction Compound and Construction Compound Lease accordingly.

- (ii) The following words shall be added at the end of the each of the definitions of **“Total Development Costs”** and **“Total Development Value”**:

“For the purposes of this definition references to the Developer shall be construed as references to the Developer and/or any Developer Group Company or Developer Group Companies (save that there shall be no double counting).”

3. Clause 4.4.1 shall be amended by deleting the words “prior to the later of” and paragraphs (a) and (b) and replacing them with “pursuant to clause 4.1.2”.

4. New clauses 4.5 and 4.6 shall be added as follows:

“4.5 Resident Liaison Office

- 4.5.1 The Council shall enter into the Supermarket Demolition Licence with the Developer within 10 Working Days of being requested by the Developer in writing to do so.
- 4.5.2 Within 10 Working Days of completion or substantial completion of the demolition works permitted by the Supermarket Demolition Licence the Council and the Developer will enter into the Resident Liaison Office Lease.
- 4.5.3 As soon as reasonably practicable following the grant of the Resident Liaison Office Lease the Developer shall provide a resident liaison office on the premises demised by the Resident Liaison Office Lease (which for the avoidance of doubt may be a temporary structure or cabin)."

4.6 Agreement to exclude security of tenure in respect of the Resident Liaison Office Lease

4.6.1 For the purposes of this clause 4.6 the Council is the "Landlord" and the Developer is the "Tenant", as those parties are defined in the Resident Liaison Office Lease.

4.6.2 The Council and the Developer confirm that before this Deed was entered into:

4.6.2.1 a notice served pursuant to Section 38A(3)(a) of the Landlord and Tenant Act 1954 and complying with Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order") which relates to the tenancy to be created by the Resident Liaison Office Lease was served by the Council on the Developer on 15 June 2009; and

4.6.2.2 a statutory declaration dated 23 June 2009 made pursuant to Section 38A(3)(b) of the Landlord and Tenant Act 1954 and complying with paragraph 8 of Schedule 2 to the Order was made by Peter Murphy, whom the Developer confirms was duly authorised by the Developer to make the statutory declaration on its behalf."

5. Clause 5 (First Development Stage) shall be varied as follows:

5.1 In the heading to clause 5.1, the letter "s" shall be added to the word "Stage" and ",1B and 1C" shall be added after "1A"

5.2 Clause 5.1.1 shall be amended to read as follows:

"Subject to the terms of this Agreement, the Council shall on the date this Agreement becomes unconditional in accordance with clause 4.1:

(a) transfer to the RSL at the Developer's direction the freehold interest in Affordable Development Stage 1A free of Third Party Interests other than Accepted Third Party Interests, and

(b) transfer to the Developer the freehold interest of Affordable Development Stage 1B and Affordable Development Stage 1C free of Third Party Interests other than Accepted Third Party Interests."

5.3 A new clause 5.1.1A shall be added as follows:

“5.1.1A The Developer and the RSL shall enter into the Rent Charge Deed – Affordable Development Stage 1A immediately on completion of the transfer of Affordable Development Stage 1A to the RSL pursuant to clause 5.1.1”

5.4 The words at clause 5.2.1 shall be deleted and the words "Not Used" shall be inserted.

5.5 At clause 5.4.1, the words in limb (a) shall be deleted and the words "Not Used" shall be inserted.

6. The full stop at the end of clause 6.3.12 will be deleted and replaced with "; and", and a new clause 6.3.13 shall be added as follows:

“6.3.13 the Developer and the Council agreeing the number and mix of the Shared Equity Dwellings to be built on the Other Development Stage concerned.”

7. In clauses 10.5.2(a) and 10.5.2(b), the words "in a form approved by the RSL" shall be deleted and replaced with "in the form of the Rent Charge Deed with such changes (if any) as the RSL shall approve".

8. DEVELOPMENT STAGE 1 GUARANTEE AND DEVELOPMENT STAGE 2A GUARANTEE

8.1 Clause 18 (Council's Costs) shall be amended as follows:

8.1.1 in clause 18.1.1, the words “the later of” and paragraphs (a) and (b) shall be deleted and replaced with the words "15 January 2010 (save where this Agreement is terminated pursuant to clause 4.1.2)," and the words "and the parties agree that his sum shall be consideration for the transfers of the freehold interest of Affordable Development Stage 1B and Affordable Development Stage 1C to the Developer pursuant to clause 5.1.1(b)" shall be added at the end of the clause, and for the avoidance of doubt, clause 18.1.1 shall then read as follows:

"The Developer shall pay the sum of one million pounds (£1,000,000) to the Council on 15 January 2010 (save where this Agreement is terminated pursuant to clause 4.1.2), (and following payment of such sum the Council shall forthwith release the Development Stage 1 Guarantee), and the parties agree that this sum shall be consideration for the transfers of the freehold interest of Affordable Development Stage 1B and Affordable Development Stage 1C to the Developer pursuant to clause 5.1.1(b)."

8.1.2 New clause 18.1.1.A shall be inserted as follows:

"18.1.1.A1 If this Agreement is terminated for whatever reason after completion of the transfers on the date on which this Agreement becomes unconditional of the freehold interest in Affordable Development Stage 1A in accordance with clause 5.1.1(a) and of Affordable Development Stage 1B and Affordable Development Stage 1C in accordance with clause 5.1.1(b) but the payment of one million pounds (£1,000,000) referred to in clause 18.1.1 has not yet become due and/or been paid to the Council in full, then clause 18.1.1 shall survive such termination.

- 18.1.1.A2 If:
- (i) the term of the Development Stage 1 Guarantee is within 20 Working Days of expiring; and
 - (ii) the payment of the sum due pursuant to clause 18.1.1 has not been made to the Council in full,
- the Developer must prior to the Development Stage 1 Guarantee being within 5 Working Days of expiring (or if earlier the payment of the sum due pursuant to clause 18.1.1 being made to the Council in full) extend or replace the Development Stage 1 Guarantee.
- 18.1.1.A3 For the avoidance of doubt the extended or replacement Development Stage 1 Guarantee must be in the form of that provided pursuant to clause 4.1.1(l) which such changes (if any) as the Developer shall propose and the Council shall approve (such approval not to be unreasonably withheld or delayed). For the avoidance of doubt (and without limitation) it will be reasonable for the Council to withhold approval to a change that materially adversely affects the security that would be provided by the Development Stage 1 Guarantee.
- 18.1.1.A4 If the Developer fails to renew or replace the Development Stage 1 Guarantee in accordance with clause 18.1.1.A2 the Developer shall (subject to clause 18.1.1.A5) pay to the Council immediately such of the payment referred to in clause 18.1.1 as has not yet been paid to the Council (and for the avoidance of doubt no further payment shall then be due pursuant to clause 18.1.1).
- 18.1.1.A5 The obligation to make a payment pursuant to clause 18.1.1.A4 shall cease in the event of the Developer extending or replacing the Development Stage 1 Guarantee, whether pursuant to clause 18.1.1.A2 or otherwise."
- 8.1.3 New clause 18.1.4.A shall be inserted as follows:
- "18.1.4.A1 If:
- (i) the term of the Development Stage 2a Guarantee is within 20 Working Days of expiring; and
 - (ii) the Developer has not paid at least one of the payments due under clauses 18.1.2, 18.1.3, or 18.1.4 to the Council in full,
- the Developer must prior to the Development Stage 2a Guarantee being within 5 Working Days of expiring (or if earlier the payment of the sum due pursuant to any of clauses 18.1.2, 18.1.3, or 18.1.4 being made to the Council in full) extend or replace the Development Stage 2a Guarantee.
- 18.1.4.A2 For the avoidance of doubt the extended or replacement Development Stage 2a Guarantee must be in the form of that provided pursuant to clause 4.1.1(l) which such changes (if any) as the Developer shall propose and the Council shall approve (such approval not to be unreasonably withheld or delayed). For the avoidance of doubt (and without limitation) it will be reasonable for the Council to withhold approval to a change that materially adversely affects the security that would be provided by the Development Stage 2a Guarantee.
- 18.1.4.A3 If the Developer fails to renew or replace the Development Stage 2a Guarantee in accordance with clause 18.1.4.A1 the Developer shall (subject

to clause 18.1.4.A4) pay to the Council immediately the sum of one million three hundred and fifty thousand pounds (£1,350,000) and following such payment;

- (i) The Developer shall have no obligation to make any payments pursuant to clause 18.1.2 or 18.1.3, and
- (ii) for the purposes of clause 18.1.4 the Developer will be deemed to have paid the Council the sum of one million three hundred and fifty thousand pounds (£1,350,000) pursuant to clause 18.1.3 and shall therefore only be required to pay three million six hundred and fifty thousand pounds (£3,650,000) to the Council pursuant to clause 18.1.4.

18.1.4.A4 The obligation to make a payment pursuant to clause 18.1.4.A3 shall cease in the event of the Developer extending or replacing the Development Stage 2a Guarantee, whether pursuant to clause 18.1.4.A1 or otherwise."

9. The draft Rent Charge Deed attached as Part 1 of Schedule 2 to this Deed shall be inserted as Part 1 in the Third Schedule to the PDA.
10. The draft Rent Charge Deed – Affordable Development Stage 1A attached as Part 2 of Schedule 2 to this Deed shall be inserted as Part 2 in the Third Schedule to the PDA.
11. The draft Supermarket Demolition Licence attached as Schedule 3 to this Deed shall be inserted as the Fifth Schedule to the PDA.
12. The draft Resident Liaison Office Lease attached as Schedule 4 to this Deed shall be inserted as the Sixth Schedule to the PDA.

SCHEDULE 2

Part 1

Rent Charge Deed

(1) **UNITARY LIMITED**

and

(2) **[FAMILY MOSAIC HOUSING]**

Rentcharge Deed

relating to a new development of land and building
at the Stonegrove and Spur Road Estate, Barnet

Owen White Solicitors
Senate House
62 – 70 Bath Road
Slough
Berkshire
SL1 3SR
DX 3409 Slough

Ref: CB ajr 32730/133 06/08/09

THIS RENT CHARGE DEED made the _____ day of _____ 200

BETWEEN

UNITARY LIMITED (company number 03790844) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (“the Manager”)

and

FAMILY MOSAIC HOUSING (an industrial and provident society registered under the Industrial and Provident Societies Act 1965 under registered number IP30093R and a Registered Social Landlord Corporation Registered Number L4470), whose registered office is at 20 Queen Elizabeth Street, London SE1 2RJ (“ the Owner”)

WITNESSES THAT

1 DEFINITION AND INTERPRETATION

1.1 In this Deed (including the preamble and the Schedules) where the context so allows and unless the contrary intention appears the following definitions apply

1.1.1 **"Estate"** means the land (other than the Property) situate in the London Borough of Barnet known as Evolution, Spur Road, Barnet NW shown for identification purposes edged [] on the plan attached hereto or on such alternative plan as the Manager may from time to time supply to the Owner together with any buildings or structures erected or to be erected thereon or on some part thereof

- 1.1.2 **"Estate Common Areas"** means such areas shown for identification purposes edged [] on the plan attached hereto or on such alternative plan as the Manager may from time to time supply to the Owner together with any buildings or structures erected or to be erected thereon or on some part thereof
- 1.1.3 **"Expenditure"** means the costs properly incurred by the Manager (acting in the interests of good estate management) in carrying out the activities set out in 0 and/or 2 or as otherwise mentioned in Schedule 2
- 1.1.4 **"Expert"** means a Chartered Surveyor of at least 10 years post qualification experience who shall be appointed in accordance with clause 12
- 1.1.5 **"Manager"** means Unitary Limited of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF
- 1.1.6 **"Maintained Property"** means the property defined in Schedule 4
- 1.1.7 **"Nominal Rentcharge"** means a fixed perpetual yearly estate rent charge of £1 (One Pound) granted in clause 2 of this Deed and to be charged upon the Property and payable by the Owner in accordance with clause 5
- 1.1.8 **"Owner's"** means as defined in Schedule 3

Proportion"

- 1.1.9 **"Parties"** means the Owner and the Manager and **"Party"** shall be construed accordingly
- 1.1.10 **"Perpetuity Period"** means the period of 80 years from the date of this Deed
- 1.1.11 **"Property"** means the land and buildings shown edged red on the Property Plan
- 1.1.12 **"Property Plan"** means the plan annexed at 0
- 1.1.13 **"Rent Charge"** means together the Nominal and Variable Rentcharges
- 1.1.14 **"Variable Rentcharge"** means the yearly estate rent charge granted in Clause 2 and to be charged upon the Property and payable by the Owner
- 1.1.15 **"Working Day"** means any day (other than a Saturday or a Sunday) on which the clearing banks in London are open for business
- 1.2 and throughout this Deed unless the context otherwise requires or unless the contrary intention appears
- 1.2.1 words importing the masculine gender only shall include the feminine gender and neuter
- 1.2.2 words importing the singular number only shall include the plural number and vice versa

- 1.2.3 the expressions "**Owner**" and "**Manager**" include their respective successors in title to the Property for the purpose of the transmission of the benefit of granted rights and covenants and the burden of reserved rights and covenants relating to the Property
- 1.2.4 at any time when the Manager or the Owner comprises two or more parties such expressions shall include all or either of any such parties and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such parties jointly and severally
- 1.2.5 any reference to any statute shall include any re-enactment consolidation and/or renewal thereof for the time being in force and any references to any statute or statutes in general any order instrument plan regulation permission and direction made or issued thereunder or deriving validity therefrom
- 1.2.6 any obligation on a Party to do any act matter or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to suffer or permit the doing of that act or thing
- 1.2.7 whenever the consent or approval of the Manager is required under this Deed the giving of such consent or approval shall be conditional upon the prior consent or approval of any mortgagee of the Manager (where such mortgagee has been notified in writing to the Owner)
- 1.2.8 any consent approval authorisation or notice required or given under this Deed shall only take effect if given in writing
- 1.2.9 any Schedule to this Deed shall be deemed to form part of this Deed

- 1.2.10 the headings in this Deed are inserted for convenience only and shall not affect its construction or interpretation and references to a Clause Paragraph or Schedule are (unless otherwise stated) to a clause in and a schedule to this Deed and to a paragraph of the relevant schedule

2 GRANT OF RENT CHARGE

In consideration of £100 paid by the Owner to the Manager and the covenants on the part of the Manager contained in this Deed the Owner with full title guarantee grants to the Manager in fee simple a Nominal Rentcharge and a Variable Rentcharge (created as estate rent charges under and by virtue of Section 2(3)(c) of the Rent Charges Act 1977 and within the meaning of Section 2(4) of that Act)

3 ADVANCE PAYMENT

- 3.1 The Manager acknowledges receipt of £100.00 as advance payment of the Nominal Rentcharge by the Owner from the date of this deed.

4 RENT CHARGE

4.1 Entry and re-entry

In addition to the remedies mentioned in clause [6] and not by way of exclusion of the powers and remedies conferred on the Manager in respect of the Rent Charge and reserved to it by Section 121 of the Law of Property Act 1925 or otherwise subsisting for securing and recovering the Rent Charge in this Deed if there is any material breach of the provisions of this deed or if there are any arrears of the Rent Charge which remain unpaid after 30 Working Days following demand such demand to specify the date of expiry of that period then the Manager may enter

- (a) the Property or
- (b) any part of the Property

and do anything which is necessary to remedy the breach and may remain in possession of the Property (or part thereof) and in receipt of the rents and profits from it until all monies due and the costs incurred arising from the exercise of this power have been fully discharged.

Provided That before any such right to enter the Property is exercised by the Manager it shall give at least 30 days written notice of its intention to do so to any mortgagee of the Property whose interest has been notified to the Manager in writing

4.2 **Charge**

Until all monies due or arising following a breach of the provisions of this deed by the Owner have been discharged they are to be a charge on the Property enforceable by the Manager as an equitable charge in priority to any charges created after the date of this deed

5 **COVENANTS BY THE OWNER**

The Owner covenants with the Manager to pay on demand the Rent Charge without any deduction or set-off whatsoever

6 **COVENANTS BY THE MANAGER**

6.1 The Manager covenants with the Owner (subject to the Manager being able to exercise the rights excepted and reserved to it by this Deed and to the payment of the Rent Charge by the Owner)

6.1.1 to carry out the works and do the acts and things set out in 0 (as appropriate)
Provided That

(a) the Owner shall not be entitled to enforce this obligation against the Manager during any period or periods where the Owner has failed to pay the Owner's Proportion or a substantial part thereof to the Manager in accordance with this Deed and the Owner's Proportion or a substantial part thereof remains outstanding

(b) the Manager shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects therein for which the Manager is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Manager and the Manager has failed to make good or remedy such want of repair or defect within a reasonable time (given the nature of the defect) of receipt of such notice

(c) nothing in this covenant shall prejudice the Manager's right to recover from the Owner or any other person the amount or value of any loss or damage suffered by or caused to the Manager or the Maintained Property by the negligence or other wrongful act or default of such person

(d) the Manager shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them and

(e) if at any time the Manager shall reasonably consider that it would be in the general interests of the majority of the occupiers of the Estate the Manager shall have power to discontinue any of its obligations which in its reasonable opinion shall have become impracticable or obsolete Provided That in deciding whether or not to discontinue any such matter the Manager shall display notices in prominent positions around the Estate stating its intention to discontinue the relevant obligations and the Manager shall give due consideration to the views and wishes of the majority of the said occupiers prior to the discontinuance Provided Further That the Manager shall not have the power to discontinue the obligation to maintain (i) the Maintained Property in good condition or (ii) the lighting of the Maintained Property to a reasonable standard

6.1.2 to use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in 0 and 0 which may be due to the Manager from the other occupiers of the Estate

6.2 The Manager shall ensure that the reserve fund or funds referred to in 0 and any interest on or income of the said fund shall be held by the Manager or its agents in trust for the occupiers of the Estate and shall only be applied in accordance with the terms of 0

6.3 If the Manager shall require access to the Property to give reasonable prior notice in writing (except in cases of extreme urgency) to the Owner the Manager on giving

such notice being entitled to carry out the said repairs or works to the Property but so that the Manager shall act carefully and reasonably doing as little damage to the Property as may be and making good all damage done as soon as reasonably practicable to the reasonable satisfaction of the Owner.

7 DIRECT DEED OF COVENANT

The Owner hereby covenants with the Manager that upon any disposition of the Property or any part or parts thereof (other than by way of mortgage or by way of the grant of a tenancy agreement or lease of an individual dwelling to be constructed as part of the development on the Property or a disposal to a statutory undertaker for the provision of services to the Property) the Owner will procure that the disponee enters into a deed of covenant in the form set out in the Fifth Schedule (“Deed of Covenant”) with the owner for the time being of the Maintained Property to observe and perform the covenants contained in this Deed on the part of the Owner and the Owner shall have no further liability hereunder once it has parted with all interest in the Property and its disponee has completed a Deed of Covenant save in respect of any subsisting breach of such covenants

8 RESTRICTION ON REGISTER

The Manager and the Owner jointly apply to the Registrar to enter the following restriction on the title of the Property:

“Restriction: No disposition of the registered estate (other than a charge or a disposal to a statutory undertaker for the provision of services to the Property) by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number [] (“the Site”) or its conveyancer that the provisions of clause [7.1] of the Deed dated [] and made between [] have been complied with.

9 **VALUE ADDED TAX**

- 9.1 Save as the context requires or as otherwise stated all references to payments made in this Deed are references to such payments exclusive of any VAT chargeable in respect of the supply of goods or services for which the payment is consideration and insofar as such payments fall to be made under this Deed such VAT shall be added to the amount payable and (subject to provision of a valid VAT Invoice) paid in addition to the amount payable
- 9.2 Without prejudice to and save as mentioned earlier in this Clause 9 where any supply is made pursuant to this Deed the recipient of such supply shall (subject to provision of a valued VAT Invoice) pay to the supplier any VAT chargeable in respect of such supply
- 9.3 Where any payment is required to be made pursuant to this Deed to reimburse the payee for any expenditure which the payee may have incurred such payment shall include an amount equal to any VAT comprised in that expenditure which is not recoverable by the payee as input tax under Section 25 of the Value Added Tax Act 1994

10 **INTEREST**

The Owner and the Manager will pay interest at the rate of 3% above the base rate of the Barclays Bank Plc on any sums under this Deed as remain unpaid 20 Working Days after they have become due from date that they became due until the date the payment is made to the Manager and or the Owner as appropriate.

11 **LAND REGISTRY**

The Owner hereby confirms that it will make an application to register this Deed at the Land Registry against the title of the Property and (if required) make an application to note the Deed against the title of the Estate

12 **EXPERT DETERMINATION**

12.1 **Disputes**

An Expert may resolve any dispute between the Owner and the Manager about

12.1.1 the performance of the covenants in this deed

12.1.2 the amount of the Variable Rentcharge

12.2 **Appointment**

An Expert may be appointed by:

12.2.1 the Owner and the Manager jointly; or

12.2.2 (if they have not agreed an appointment within one month of the dispute's arising) by a written request by either of them to the President or other proper officer of the Royal Institution of Chartered Surveyors to appoint an Expert

12.3 **Costs**

The costs of any Expert will be borne equally unless the Expert directs otherwise

12.4 **Expert**

Unless the parties otherwise agree in writing the Expert is to act as an expert and not as an arbitrator

12.5 **Expert's instructions**

12.5.1 The Expert :

- (a) shall allow written representations,
- (b) may allow oral representations, and
- (c) shall give written reason for his decision

13 If the parties agree in writing that the Expert is to act as an arbitrator the provisions of the Arbitration Act 1996 and the law relating to arbitration will apply.

14 **JURISDICTION**

The provisions of this Deed shall be governed by English Law and the Parties agree to submit to the jurisdiction of the English courts

15 **THIRD PARTIES ACT**

No person other than a Party to this Deed may enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties Act 1999)

IN WITNESS of which this document has been executed as a deed on the date set out above

SCHEDULE 1

Activities

Inspecting insuring maintaining repairing replacing cleaning lighting and otherwise treating as necessary and keeping the Maintained Property and every part thereof in good and substantial repair order and condition.

SCHEDULE 2

Costs applicable to the Maintained Property

- 1 Insuring any risks for which the Manager may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Manager shall think fit
- 2 Providing and paying such persons as may be reasonably required in connection with the upkeep of the Maintained Property
- 3 Paying all rates taxes duties charges assessments licence fees and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the Owner or the occupiers of the Estate
- 4 Paying any VAT chargeable in respect of any of the matters referred to in this 0
- 5 Managing and administering the Maintained Property in accordance with the principles of good estate management and protecting the amenities of the Maintained Property and for that purpose if reasonable employing a firm of managing agents or consultants or similar and the payment of all reasonable costs and expenses incurred by the Manager in
 - 5.1 making such applications and representations and taking such action as the Manager shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on any occupier of the Estate or on the Manager in respect of the Estate or the curtilages thereof or all or any of the Parking Bays therein

- 5.2 the preparation for audit of the accounts relating to the Maintained Property and
- 5.3 the insurance valuation of any part or parts of the Estate from time to time
- 6 Enforcing or attempting to enforce the observance of the covenants on the part of any occupier of the Estate insofar as the cost of such enforcement is not recoverable from the owner tenant or occupier of any part of the Estate
- 7 Employing a qualified accountant for the purpose of auditing the accounts in respect of the costs associated with the Maintained Property and certifying the total amount thereof for the period to which the account relates
- 8 Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Maintained Property insofar as such compliance is not the responsibility of any occupier of the Estate
- 9 Providing inspecting maintaining repairing re-instating and renewing any other equipment and providing any other service or facility which in the reasonable opinion of the Manager it is reasonable to provide in relation to the Maintained Property
- 10 Carrying out as necessary health and safety risk assessments
- 11 Such sum as shall be considered reasonably and properly necessary by the Manager (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property
- 12 Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus (all as the case may be) from time to time of the Maintained

- 13 All other expenses (if any) reasonably and properly incurred by the Manager directly related to the maintenance and proper and convenient management and running of the Maintained Property

SCHEDULE 3

Owner's Proportion

1. The Owner's Proportion means a fair and reasonable proportion (as calculated from time to time by the Manager acting reasonably) of the Expenditure
2. If due to any change in the Estate and/or the Estate Common Areas or any re-planning of the layout of the Estate or any building thereon by the Manager or if it should at any time become necessary or equitable to do so the Manager may change the mode of calculation and/or recalculate on an equitable basis the Owner's Proportion and notify the Owner accordingly and in each and every such case the recalculated Owner's Proportion notified to the Owner in respect of the Property shall thereafter be substituted for those previously applicable. For the avoidance of doubt any such change may not be restrospective.
3. The amount of costs associated with the Maintained Property shall be adjusted to take into account any sums received by the Manager as contribution towards the cost of the Manager's obligations set out in 0 from the owners tenants or occupiers of any adjoining or neighbouring properties to the Estate
4. An account of the moneys actually expended or reserved in relation to the Manager's obligations set out in 0 for the period ending on and for each subsequent year ending on [] shall be prepared as soon as is reasonably practicable and the Manager shall after in each year serve a copy of such account and of the accountants certificate on the Owner
5. The certification of the accountant referred to in Paragraph 7 of 0 shall (subject as hereinafter mentioned) be binding on the Manager and the Owner

6. If the Owner shall at any time object to any item of the Owner's Proportion as being unreasonable then the Owner's Proportion shall on the application of either party be determined by a person to be appointed for the purpose by the President for the time being or other proper officer of the Royal Institution of Chartered Surveyors whose decision shall bind the Parties and whose costs shall be borne by whomsoever the said person shall decide Provided Always That any objection by the Owner under this Paragraph shall not affect the obligation of the Owner to pay to the Manager the Owner's Proportion in accordance with Paragraph 7 of this Schedule 3 and after the decision of any person appointed as aforesaid any overpayment by the Owner shall be credited against future payment due from the Owner to the Manager under this Schedule 3

7. The Owner shall pay to the Manager the Owner's Proportion in the following manner
 - 7.1 in advance in two equal instalments on 1 February and 1 August in every year the amount estimated from time to time by the Manager (or at such frequency as the Manager may decide) as the Owner's Proportion for the year the first payment to be apportioned from the date of this Deed

 - 7.2 within 20 Working Days after the service by the Manager on the Owner of the certificate in accordance with Paragraph 5 of Schedule 3 the Owner shall pay to the Manager the balance by which the Owner's Proportion received by the Manager from the Owner pursuant to Paragraph 7.1 of this Schedule 3 falls short of the Owner's Proportion due to the Manager as certified by the said accountant's certificate during the said period and any overpayment by the Owner shall be credited against future payments due from the Owner to the Manager

SCHEDULE 4

The Maintained Property

1. The Estate Common Areas

FIFTH SCHEDULE

DATED _____ []

[]

- and -

[]

DEED OF COVENANT

THIS DEED OF COVENANT is made the _____ day of []

BETWEEN

(1) [] of [] (“**the Owner**”)

(2) [] of [] (“**the Covenantor**”)

(3) [] of [] (“**the Covenantee**”)

WHEREAS:

- (1) By a Rent Charge affecting the property known as [] as is shown edged red on the plan attached thereto (“the Property”) dated [] and made between the Covenantor of the one part and the Owner of the other part (hereinafter called “the Deed”) the Covenantor covenanted to maintain the Maintained Property as defined in the Deed and the Owner covenanted to pay the Nominal Rentcharge and Variable Rentcharge as defined in and in accordance with the Deed
- (2) The Owner wishes to dispose of its interest in [part of] the Property to the Covenantee and in accordance with the provisions of the Deed the Covenantee is entering into this Deed of Covenant

NOW THIS DEED WITNESSETH as follows:

- 1. Pursuant to the covenant contained within the Deed the Covenantee **HEREBY COVENANTS** with the Covenantor to observe and perform all the covenants on the part of the Owner contained in the Deed
- 2. Pursuant to the covenant contained within the Deed the Covenantor **HEREBY COVENANTS** with the Covenantee to observe and perform all the covenants on the part of the Manager contained in the Deed

IN WITNESS whereof the Covenantee has executed this Deed

Signed for and on behalf of)
UNITARY LIMITED)
By)

Director

Director/Company Secretary

[The Common Seal of)
FAMILY MOSAIC HOUSING)
was hereunto affixed to this)
Deed in the presence of:)
Authorised Signatory

Authorised Signatory

APPENDIX 1

Property Plan

SCHEDULE 2

Part 2

Rent Charge Deed – Affordable Development Stage 1A

DATED

2009

(1)

UNITARY LIMITED

and

(2)

FAMILY MOSAIC HOUSING

Rentcharge Deed

relating to a new development of land and building
at Phase 1A the Stonegrove and Spur Road Estate, Barnet

Owen White Solicitors
Senate House
62 – 70 Bath Road
Slough
Berkshire
SL1 3SR
DX 3409 Slough

Ref: CB ajr 32730/133 16/07/09

THIS RENT CHARGE DEED made the _____ day of _____ 2009

BETWEEN

(1) UNITARY LIMITED (company number 03790844) of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (“the Manager”)

and

(2) FAMILY MOSAIC HOUSING (an industrial and provident society registered under the Industrial and Provident Societies Act 1965 under registered number IP30093R and a Registered Social Landlord Corporation Registered Number L4470), whose registered office is at 20 Queen Elizabeth Street, London SE1 2RJ (“ the Owner”)

WITNESSES THAT

1 DEFINITION AND INTERPRETATION

1.1 In this Deed (including the preamble and the Schedules) where the context so allows and unless the contrary intention appears the following definitions apply

1.1.1 **"Estate"** means the land (other than the Property) situate in the London Borough of Barnet known as Evolution, Spur Road, Barnet NW shown for identification purposes edged red and edged blue on the plan attached hereto or on such alternative plan as the Manager may from time to time supply to the Owner together with any buildings or structures erected or to be erected thereon or on some part thereof

- 1.1.2 **"Estate Common Areas"** means such areas shown for identification purposes hatched pink on the plan attached hereto or on such alternative plan as the Manager may from time to time supply to the Owner together with any buildings or structures erected or to be erected thereon or on some part thereof
- 1.1.3 **"Expenditure"** means the costs properly incurred by the Manager (acting in the interests of good estate management) in carrying out the activities set out in 0 and/or 2 or as otherwise mentioned in Schedule 2
- 1.1.4 **"Expert"** means a Chartered Surveyor of at least 10 years post qualification experience who shall be appointed in accordance with clause 12
- 1.1.5 **"Manager"** means Unitary Limited of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF
- 1.1.6 **"Maintained Property"** means the property defined in Schedule 4
- 1.1.7 **"Nominal Rentcharge"** Means a fixed perpetual yearly estate rent charge of £1 (One Pound) granted in clause 2 of this Deed and to be charged upon the Property and payable by the Owner in accordance with clause 5

- 1.1.8 **"Owner's Proportion"** means as defined in Schedule 3
- 1.1.9 **"Parties"** means the Owner and the Manager and
"Party" shall be construed accordingly
- 1.1.10 **"Perpetuity Period"** means the period of 80 years from the
date of this Deed
- 1.1.11 **"Property"** means the land and buildings shown
edged red on the Property Plan
- 1.1.12 **"Property Plan"** means the plan annexed at 0
- 1.1.13 **"Rent Charge"** means together the Nominal and Variable
Rentcharges
- 1.1.14 **"Variable Rentcharge"** means the yearly estate rent charge
granted in Clause 2 and to be charged
upon the Property and payable by the
Owner
- 1.1.15 **"Working Day"** means any day (other than a Saturday or a
Sunday) on which the clearing banks in
London are open for business
- 1.2 and throughout this Deed unless the context otherwise requires or unless the
contrary intention appears
- 1.2.1 words importing the masculine gender only shall include the feminine
gender and neuter
- 1.2.2 words importing the singular number only shall include the plural number
and vice versa

- 1.2.3 the expressions "**Owner**" and "**Manager**" include their respective successors in title to the Property for the purpose of the transmission of the benefit of granted rights and covenants and the burden of reserved rights and covenants relating to the Property
- 1.2.4 at any time when the Manager or the Owner comprises two or more parties such expressions shall include all or either of any such parties and obligations expressed or implied to be made by or with any of them shall be deemed to be made by or with such parties jointly and severally
- 1.2.5 any reference to any statute shall include any re-enactment consolidation and/or renewal thereof for the time being in force and any references to any statute or statutes in general any order instrument plan regulation permission and direction made or issued thereunder or deriving validity therefrom
- 1.2.6 any obligation on a Party to do any act matter or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to suffer or permit the doing of that act or thing
- 1.2.7 whenever the consent or approval of the Manager is required under this Deed the giving of such consent or approval shall be conditional upon the prior consent or approval of any mortgagee of the Manager (where such mortgagee has been notified in writing to the Owner)
- 1.2.8 any consent approval authorisation or notice required or given under this Deed shall only take effect if given in writing
- 1.2.9 any Schedule to this Deed shall be deemed to form part of this Deed

- 1.2.10 the headings in this Deed are inserted for convenience only and shall not affect its construction or interpretation and references to a Clause Paragraph or Schedule are (unless otherwise stated) to a clause in and a schedule to this Deed and to a paragraph of the relevant schedule

2 GRANT OF RENT CHARGE

In consideration of £100 paid by the Owner to the Manager and the covenants on the part of the Manager contained in this Deed the Owner with full title guarantee grants to the Manager in fee simple a Nominal Rentcharge and a Variable Rentcharge (created as estate rent charges under and by virtue of Section 2(3)(c) of the Rent Charges Act 1977 and within the meaning of Section 2(4) of that Act)

3 ADVANCE PAYMENT

- 3.1 The Manager acknowledges receipt of £100.00 as advance payment of the Nominal Rentcharge by the Owner from the date of this deed.

4 RENT CHARGE

4.1 Entry and re-entry

In addition to the remedies mentioned in clause 6 and not by way of exclusion of the powers and remedies conferred on the Manager in respect of the Rent Charge and reserved to it by Section 121 of the Law of Property Act 1925 or otherwise subsisting for securing and recovering the Rent Charge in this Deed if there is any material breach of the provisions of this deed or if there are any arrears of the Rent Charge which remain unpaid after 30 Working Days following demand such demand to specify the date of expiry of that period then the Manager may enter

- (a) the Property or
- (b) any part of the Property

and do anything which is necessary to remedy the breach and may remain in possession of the Property (or part thereof) and in receipt of the rents and profits

from it until all monies due and the costs incurred arising from the exercise of this power have been fully discharged.

Provided That before any such right to enter the Property is exercised by the Manager it shall give at least 30 days written notice of its intention to do so to any mortgagee of the Property whose interest has been notified to the Manager in writing

4.2 **Charge**

Until all monies due or arising following a breach of the provisions of this deed by the Owner have been discharged they are to be a charge on the Property enforceable by the Manager as an equitable charge in priority to any charges created after the date of this deed

5 **COVENANTS BY THE OWNER**

The Owner covenants with the Manager to pay on demand the Rent Charge without any deduction or set-off whatsoever

6 **COVENANTS BY THE MANAGER**

6.1 The Manager covenants with the Owner (subject to the Manager being able to exercise the rights excepted and reserved to it by this Deed and to the payment of the Rent Charge by the Owner)

6.1.1 to carry out the works and do the acts and things set out in 0 (as appropriate) Provided That

(a) the Owner shall not be entitled to enforce this obligation against the Manager during any period or periods where the Owner has failed to pay the Owner's Proportion or a substantial part thereof to the Manager in accordance with this Deed and the Owner's Proportion or a substantial part thereof remains outstanding

- (b) the Manager shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects therein for which the Manager is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Manager and the Manager has failed to make good or remedy such want of repair or defect within a reasonable time (given the nature of the defect) of receipt of such notice

- (c) nothing in this covenant shall prejudice the Manager's right to recover from the Owner or any other person the amount or value of any loss or damage suffered by or caused to the Manager or the Maintained Property by the negligence or other wrongful act or default of such person

- (d) the Manager shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them and

- (e) if at any time the Manager shall reasonably consider that it would be in the general interests of the majority of the occupiers of the Estate the Manager shall have power to discontinue any of its obligations which in its reasonable opinion shall have become impracticable or obsolete Provided That in deciding whether or not to discontinue any such matter the Manager shall display notices in prominent positions around the Estate stating its intention to discontinue the relevant obligations and the Manager shall give due consideration to the views and wishes of the majority of the said occupiers prior to the discontinuance Provided Further That the Manager shall not have the power to discontinue the obligation to maintain (i) the Maintained Property in good condition or (ii) the lighting of the Maintained Property to a reasonable standard

6.1.2 to use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in 0 and 0 which may be due to the Manager from the other occupiers of the Estate

6.2 The Manager shall ensure that the reserve fund or funds referred to in 0 and any interest on or income of the said fund shall be held by the Manager or its agents in trust for the occupiers of the Estate and shall only be applied in accordance with the terms of 0

6.3 If the Manager shall require access to the Property to give reasonable prior notice in writing (except in cases of extreme urgency) to the Owner the Manager on giving such notice being entitled to carry out the said repairs or works to the Property but so that the Manager shall act carefully and reasonably doing as little damage to the Property as may be and making good all damage done as soon as reasonably practicable to the reasonable satisfaction of the Owner.

7 **DIRECT DEED OF COVENANT**

The Owner hereby covenants with the Manager that upon any disposition of the Property or any part or parts thereof (other than by way of mortgage or by way of the grant of a tenancy agreement or lease of an individual dwelling to be constructed as part of the development on the Property or a disposal to a statutory undertaker for the provision of services to the Property) the Owner will procure that the disponent enters into a deed of covenant in the form set out in the Fifth Schedule (“Deed of Covenant”) with the owner for the time being of the Maintained Property to observe and perform the covenants contained in this Deed on the part of the Owner and the Owner shall have no further liability hereunder once it has parted with all interest in the Property and its disponent has completed a Deed of Covenant save in respect of any subsisting breach of such covenants

9 **RESTRICTION ON REGISTER**

The Manager and the Owner jointly apply to the Registrar to enter the following restriction on the title of the Property:

“Restriction: No disposition of the registered estate (other than a charge or a disposal to a statutory undertaker for the provision of services to the Property) by the proprietor of the registered

estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number [] (“the Site”) or its conveyancer that the provisions of clause 7 of the Deed dated [] 2009 and made between Unitary Limited (1) and Family Mosaic Housing (2) have been complied with.

9 VALUE ADDED TAX

9.1 Save as the context requires or as otherwise stated all references to payments made in this Deed are references to such payments exclusive of any VAT chargeable in respect of the supply of goods or services for which the payment is consideration and insofar as such payments fall to be made under this Deed such VAT shall be added to the amount payable and (subject to provision of a valid VAT Invoice) paid in addition to the amount payable

9.2 Without prejudice to and save as mentioned earlier in this Clause 9 where any supply is made pursuant to this Deed the recipient of such supply shall (subject to provision of a valued VAT Invoice) pay to the supplier any VAT chargeable in respect of such supply

9.3 Where any payment is required to be made pursuant to this Deed to reimburse the payee for any expenditure which the payee may have incurred such payment shall include an amount equal to any VAT comprised in that expenditure which is not recoverable by the payee as input tax under Section 25 of the Value Added Tax Act 1994

10 INTEREST

The Owner and the Manager will pay interest at the rate of 3% above the base rate of the Barclays Bank Plc on any sums under this Deed as remain unpaid 20 Working Days after they have become due from date that they became due until the date the payment is made to the Manager and or the Owner as appropriate.

11 **LAND REGISTRY**

The Owner hereby confirms that it will make an application to register this Deed at the Land Registry against the title of the Property and (if required) make an application to note the Deed against the title of the Estate

12 **EXPERT DETERMINATION**

12.1 **Disputes**

An Expert may resolve any dispute between the Owner and the Manager about

12.1.1 the performance of the covenants in this deed

12.1.2 the amount of the Variable Rentcharge

12.2 **Appointment**

An Expert may be appointed by:

12.2.1 the Owner and the Manager jointly; or

12.2.2 (if they have not agreed an appointment within one month of the dispute's arising) by a written request by either of them to the President or other proper officer of the Royal Institution of Chartered Surveyors to appoint an Expert

12.3 **Costs**

The costs of any Expert will be borne equally unless the Expert directs otherwise

12.4 **Expert**

Unless the parties otherwise agree in writing the Expert is to act as an expert and not as an arbitrator

12.5 **Expert's instructions**

12.5.1 The Expert :

- (a) shall allow written representations,
- (b) may allow oral representations, and

(c) shall give written reason for his decision

13 If the parties agree in writing that the Expert is to act as an arbitrator the provisions of the Arbitration Act 1996 and the law relating to arbitration will apply.

14 **JURISDICTION**

The provisions of this Deed shall be governed by English Law and the Parties agree to submit to the jurisdiction of the English courts

15 **THIRD PARTIES ACT**

No person other than a Party to this Deed may enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties Act 1999)

IN WITNESS of which this document has been executed as a deed on the date set out above

SCHEDULE 1

Activities

Inspecting insuring maintaining repairing replacing cleaning lighting and otherwise treating as necessary and keeping the Maintained Property and every part thereof in good and substantial repair order and condition.

SCHEDULE 2

Costs applicable to the Maintained Property

- 1 Insuring any risks for which the Manager may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Manager shall think fit
- 2 Providing and paying such persons as may be reasonably required in connection with the upkeep of the Maintained Property
- 3 Paying all rates taxes duties charges assessments licence fees and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of the Owner or the occupiers of the Estate
- 4 Paying any VAT chargeable in respect of any of the matters referred to in this 0
- 5 Managing and administering the Maintained Property in accordance with the principles of good estate management and protecting the amenities of the Maintained Property and for that purpose if reasonable employing a firm of managing agents or consultants or similar and the payment of all reasonable costs and expenses incurred by the Manager in
 - 5.1 making such applications and representations and taking such action as the Manager shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on any occupier of the Estate or on the Manager in respect of the Estate or the curtilages thereof or all or any of the Parking Bays therein

- 5.2 the preparation for audit of the accounts relating to the Maintained Property and
- 5.3 the insurance valuation of any part or parts of the Estate from time to time
- 6 Enforcing or attempting to enforce the observance of the covenants on the part of any occupier of the Estate insofar as the cost of such enforcement is not recoverable from the owner tenant or occupier of any part of the Estate
- 7 Employing a qualified accountant for the purpose of auditing the accounts in respect of the costs associated with the Maintained Property and certifying the total amount thereof for the period to which the account relates
- 8 Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Maintained Property insofar as such compliance is not the responsibility of any occupier of the Estate
- 9 Providing inspecting maintaining repairing re-instating and renewing any other equipment and providing any other service or facility which in the reasonable opinion of the Manager it is reasonable to provide in relation to the Maintained Property
- 10 Carrying out as necessary health and safety risk assessments
- 11 Such sum as shall be considered reasonably and properly necessary by the Manager (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property
- 12 Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus (all as the case may be) from time to time of the Maintained

- 13 All other expenses (if any) reasonably and properly incurred by the Manager directly related to the maintenance and proper and convenient management and running of the Maintained Property

SCHEDULE 3

Owner's Proportion

1. The Owner's Proportion means a fair and reasonable proportion (as calculated from time to time by the Manager acting reasonably) of the Expenditure². If due to any change in the Estate and/or the Estate Common Areas or any re-planning of the layout of the Estate or any building thereon by the Manager or if it should at any time become necessary or equitable to do so the Manager may change the mode of calculation and/or recalculate on an equitable basis the Owner's Proportion and notify the Owner accordingly and in each and every such case the recalculated Owner's Proportion notified to the Owner in respect of the Property shall thereafter be substituted for those previously applicable. For the avoidance of doubt any such change may not be retrospective.

3. The amount of costs associated with the Maintained Property shall be adjusted to take into account any sums received by the Manager as contribution towards the cost of the Manager's obligations set out in 0 from the owners tenants or occupiers of any adjoining or neighbouring properties to the Estate

4. An account of the moneys actually expended or reserved in relation to the Manager's obligations set out in 0 for the period ending on 31st January 2010 and for each subsequent year ending on 31st January shall be prepared as soon as is reasonably practicable and the Manager shall after 31st January in each year serve a copy of such account and of the accountants certificate on the Owner

5. The certification of the accountant referred to in Paragraph 7 of 0 shall (subject as hereinafter mentioned) be binding on the Manager and the Owner

6. If the Owner shall at any time object to any item of the Owner's Proportion as being unreasonable then the Owner's Proportion shall on the application of either party be determined by a person to be appointed for the purpose by the President for the time being or other proper officer of the Royal Institution of Chartered Surveyors whose decision shall bind the Parties and whose costs shall be borne by whomsoever the said person shall decide Provided Always That any objection by the Owner under this Paragraph shall not affect the obligation of the Owner to pay to the Manager the Owner's Proportion in accordance with Paragraph 7 of this Schedule 3 and after the decision of any person appointed as aforesaid any overpayment by the Owner shall be credited against future payment due from the Owner to the Manager under this Schedule 3

7. The Owner shall pay to the Manager the Owner's Proportion in the following manner
 - 7.1 in advance in two equal instalments on 1 February and 1 August in every year the amount estimated from time to time by the Manager (or at such frequency as the Manager may decide) as the Owner's Proportion for the year the first payment to be apportioned from the date of this Deed

 - 7.2 within 20 Working Days after the service by the Manager on the Owner of the certificate in accordance with Paragraph 5 of Schedule 3 the Owner shall pay to the Manager the balance by which the Owner's Proportion received by the Manager from the Owner pursuant to Paragraph 7.1 of this Schedule 3 falls short of the Owner's Proportion due to the Manager as certified by the said accountant's certificate during the said period and any overpayment by the Owner shall be credited against future payments due from the Owner to the Manager

SCHEDULE 4

The Maintained Property

1. The Estate Common Areas

FIFTH SCHEDULE

DATED _____ []

[]

- and -

[]

DEED OF COVENANT

THIS DEED OF COVENANT is made the _____ day of _____ []

BETWEEN

(1) [] of []
[(“**the Owner**”)]

(2) [] of []
[(“**the Covenantor**”)]

(3) [] of []
[(“**the Covenantee**”)]

WHEREAS:

- (1) By a Rent Charge affecting the property known as [] as is shown edged red on the plan attached thereto (“the Property”) dated [] and made between the Covenantor of the one part and the Owner of the other part (hereinafter called “the Deed”) the Covenantor covenanted to maintain the Maintained Property as defined in the Deed and the Owner covenanted to pay the Nominal Rentcharge and Variable Rentcharge as defined in and in accordance with the Deed
- (2) The Owner wishes to dispose of its interest in [part of] the Property to the Covenantee and in accordance with the provisions of the Deed the Covenantee is entering into this Deed of Covenant

NOW THIS DEED WITNESSETH as follows:

1. Pursuant to the covenant contained within the Deed the Covenantee **HEREBY COVENANTS** with the Covenantor to observe and perform all the covenants on the part of the Owner contained in the Deed
2. Pursuant to the covenant contained within the Deed the Covenantor **HEREBY COVENANTS** with the Covenantee to observe and perform all the covenants on the part of the Manager contained in the Deed

IN WITNESS whereof the Covenantee has executed this Deed

Signed for and on behalf of)
UNITARY LIMITED)
By)

Director

Director/Company Secretary

The Common Seal of)
FAMILY MOSAIC HOUSING)
was hereunto affixed to this)
Deed in the presence of:)
Authorised Signatory

Authorised Signatory

APPENDIX 1

Property Plan

SCHEDULE 3

Supermarket Demolition Licence

DATED

2009

LONDON BOROUGH OF BARNET

and

UNITARY LIMITED

DEMOLITION LICENCE

relating to

STONEGROVE AND SPUR ROAD ESTATES



N A B A R R O

Lacon House
84 Theobald's Road
London WC1X 8RW

Tel: +44 (0)20 7524 6000

CONTENTS

Clause	Subject matter	Page
1	DEFINITIONS AND INTERPRETATION.....	2
2	GRANT OF LICENCE	4
3	COVENANTS BY THE LICENSEE	4
4	DECLARATIONS.....	6
5	GENERAL.....	6
6	DELIVERY AND EXECUTION	6
7	COUNTERPARTS.....	7
8	RIGHTS OF THIRD PARTIES.....	7

DEMOLITION LICENCE

DATE

2009

PARTIES

- (1) LONDON BOROUGH OF BARNET of North London Business Park, Oakleigh Road South, London N11 1NP; (the "**Owner**");
- (2) UNITARY LIMITED, company number 03790844, of Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF (the "**Licensee**");

RECITALS:

- (A) The Owner is the registered proprietor of the freehold land at the Stonegrove and Spur Road housing estates, London NW9 registered at the Land Registry under title number MX153111 and edged red on the attached plan (the "**Site**").
- (B) The Licensee, the Owner and Family Mosaic Housing have entered into the Principal Development Agreement dated 24 September 2008 (the "**PDA**") for the development of the Stonegrove and Spur Road housing estate of which the Site forms part.
- (C) The Owner shall allow the Licensee access to the Site to carry out certain Demolition Works (as defined below).
- (D) The parties have agreed to enter into this Agreement on the terms set out below to enable the Licensee to carry out the Demolition Works.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and phrases shall have the following meanings:

"Agreement"

means this demolition licence;

"Bank Holiday"

means any statutory bank holiday including Christmas Day, Boxing Day and New Year's Day

"Default"

has the meaning given to it in the PDA;

"Demolition Works"

means in respect of the Site:

- (a) all existing structures on the Site are demolished and removed from the Site;
- (b) the foundations for all demolished structures are dug up and made safe;
- (c) all associated plant, materials, rubbish, waste and debris are removed from the Site,
- (d) all service diversions and service protection measures,
- (e) all associated safety measures, and
- (f) where relevant, any works carried out pursuant to clause 3.11,

“Estate”

means the Stonegrove and Spur Road housing estates of which the Site forms part;

“Insurers”

means the insurers with whom the Site is from time to time insured;

“Licensee”

means the Unitary Limited and includes its respective successors in title;

“Owner”

means the London Borough of Barnet and includes its successors in title; and

"Working Day"

means a day on which clearing banks in the City of London are (or would be but for strike lock-out or other stoppage affecting particular banks or banks generally) open during banking hours and **"Working Days"** shall be interpreted accordingly.

- 1.2 Any reference to a clause shall be construed to be a reference to a clause or sub-clause of this Agreement.
- 1.3 Words importing the singular number include the plural number and vice versa and words importing gender include any other gender.
- 1.4 Covenants and obligations of any individual shall be binding upon and enforceable against his personal representatives.
- 1.5 References herein to any statute or section of any statute include a reference to any statutory amendment modification replacement or re-enactment thereof for the time being in force and to every instrument order direction regulation bye-law permission licence consent condition scheme and matter made in pursuance of any such statute.
- 1.6 Any obligation on a party to do anything shall be construed and interpreted as an obligation on that party to do or procure that any such thing is done.
- 1.7 Any obligation on a party not to do anything shall be deemed to include an obligation not to permit or suffer anything to be done by anyone within its control.
- 1.8 Any reference to a party or parties means a party or parties to this Agreement.
- 1.9 Any reference to obtaining approval hereunder shall be deemed to include a requirement that every such approval shall be in writing.

- 1.10 The clause headings and the headings to the schedules hereto shall not affect the construction of this Agreement.
- 1.11 The parties will not raise any objection to any operative provisions of this Agreement being within the definitions and (for the purpose of construing and interpreting this Agreement and giving effect thereto) such operative provisions shall be deemed to form part of the body of this Agreement.

2. GRANT OF LICENCE

Subject to all rights subsisting on the date hereof of any person not a party to this Agreement the Owner grants licence for a period of six (6) months from the date hereof to the Licensee to carry out the Demolition Works.

3. COVENANTS BY THE LICENSEE

- 3.1 The Licensee covenants with the Owner that:
- 3.1.1 before commencing the Demolition Works the Licensee shall obtain all necessary permissions approvals and consents for the Demolition Works from the appropriate authorities and the Licensee shall pay any charge or levy which may be imposed in respect of the grant of any such permissions approvals or consents;
- 3.1.2 supply to the Owner copies of the permissions approvals and consents referred to sub-**clause** 3.1.1;
- 3.1.3 it holds and continues to hold those insurances required by **clause** 10.7 of the PDA and that it shall comply with its obligations under **clause** 6.4 of the PDA in respect of the Demolition Works.
- 3.2 The Licensee shall ensure that the Demolition Works are carried out:
- 3.2.1 with all due diligence and speed ;
- 3.2.2 in accordance with the provisions and requirements of applicable legislation (including without limitation the Construction, (Design and Management) Regulations 2007 and all current health and safety legislation in existence at the time) as amended, updated or replaced from time to time) and of any other competent authority;
- 3.2.3 in a proper and workmanlike manner using all reasonable care and skill with sound and proper equipment and materials;
- 3.2.4 in accordance with any reasonable and proper requirements and directions made by the Licensee's insurers insofar as such requirements and directions do not vary the Works;
- 3.2.5 during normal construction hours namely 8.00 a.m. to 6.00 p.m. on each day from Monday to Friday inclusive and 8.00 a.m. to 1.00 p.m. each Saturday (excluding Bank Holidays).
- 3.3 During the execution of the Demolition Works the Licensee shall take reasonable and practical precautions to prevent:
- 3.3.1 the interruption of any service to or from any adjoining or neighbouring property on the Estate;
- 3.3.2 any damage or nuisance whether by noise dust vibration emission of smoke fumes or otherwise to the Owner or the owners or occupiers on the Estate provided that in the event of a dispute the Licensee's contractors shall seek to agree a Section 61 Control of Pollution Act 1974 notice with the London Borough of Barnet's Environmental Officer to establish permitted working practice

- 3.3.3 the entrance of trespassers on to the Site; and
- 3.3.4 deliveries by vehicles to the Site or queuing by vehicles outside the Development Site at or around the time of the beginning and the end of the normal school day of the schools in the immediate vicinity of the Site.
- 3.4 The Licensee shall and shall procure that its employees, consultants and agents use the route from Stonegrove onto Lacey Drive and to return via the same route for the purpose of obtaining access to and egress from the Site during the continuance of this Licence.
- 3.5 The Licensee shall use reasonable endeavours to, and shall use reasonable endeavours to procure that its contractors, ensure that the reuse and/or recycling of any material generated by the undertaking of the Demolition Works so far as such material may be properly reused and/or recycled will be in accordance with good industry practice and in accordance with any relevant legal requirements.
- 3.6 The Licensee shall ensure that the removal of any material particularly hazardous materials generated by the undertaking of the Demolition Works shall be in accordance with good industry practice and any relevant legal requirements and such removal will only be to legally authorised sites.
- 3.7 The Licensee shall ensure that the Demolition Works are carried out in accordance with the provisions set out in Twenty- First schedule (Considerate Contractor Schedule) of the PDA that relate to the carrying out of demolition work.
- 3.8 The Licensee shall during the period of this Agreement be responsible for and take all reasonable and proper steps for providing and maintaining all necessary temporary fencing, barriers, boardings or fans to ensure the health and safety of the general public. To the extent necessary the Licensee shall ensure that all works and machinery are appropriately hoarded or covered and that appropriate security measures are put in place on the Site to keep the same safe and secure and to minimise the risk of any unauthorised access to the Site.
- 3.9 The Licensee shall not prevent the Owner and its respective agents and workmen from entering onto the Site at its or their own risk to view the Demolition Works or for any other reasonable purpose at any time subject to:
 - 3.9.1 the Owner having given the Licensee reasonable prior written notice; and
 - 3.9.2 the Owner and its respective agents and workmen will comply with any reasonable health and safety requirements of the Licensee or any contractor appointed by the Licensee to carry out the Demolition Works; and
 - 3.9.3 the Owner and its respective agents and workmen shall not interfere with or hinder the progress of the Demolition Works
- 3.10 The Licensee shall indemnify and keep indemnified the Owner against all liability actions proceedings claims demands costs and expenses whatsoever whether arising directly or indirectly (including without limitation those for personal injury to or death of any person or any damage or injury to any real or personal property) whether in contract, tort including without limitation negligence, under statute or otherwise as a result of the execution of the Demolition Works except to the extent that these may:
 - 3.10.1 arise as a direct result of the Licensee acting on the instruction of the Owner; or

- 3.10.2 be caused by any negligence or wilful misconduct of the Owner or its agents, workmen or employees.
- 3.11 The Licensee shall upon the expiry or termination of this License remove all waste rubbish material fencing barriers and hoarding created by or used in the carrying out of the Demolition Works Provided that, subject to clause 3.12, where the Demolition Works have not been completed the safety hoardings shall remain in place at the Owner's cost until the Owner has arranged to replace such hoardings or has agreed terms with the Licensee or its contractor to hire the same.
- 3.12 Where the Demolition Works have not been completed due to the Default of the Licensee or its contractor the safety hoardings shall remain in place at the Licensee's cost until the earlier of the completion of the Demolition Works and a date pursuant to any alternative solution agreed by the Owner and the Licensee both acting reasonably.
- 3.13 The Licensee shall give to the Owner notice in writing within 10 Working Days of the date it considers that the Demolition Works have been completed in order to allow the Owner to view the Demolition Works.

4. DECLARATIONS

It is hereby agreed and declared that this Agreement is restricted to the Demolition Works specified in this Agreement.

5. GENERAL

- 5.1 If the Licensee at any time fails to comply with any of its obligations in this Agreement and fails within a reasonable period of time to remedy such breach after reasonable notice to do so from the Owner this Agreement may be determined upon the giving of not less than 60 Working Days notice in writing by the Owner to the Licensee.
- 5.2 Subject to clause 5.3 below, in the event of this licence being terminated for whatever reason then such termination shall be without prejudice to any rights of action or remedies that may have accrued to the Owner or the Licensee in respect of the terms hereof.
- 5.3 On the termination of this Agreement the Owner shall not (save where this Agreement is terminated due to a breach of this Agreement by the Owner) be liable to the Licensee for any costs and expenses whatsoever (whether arising directly or indirectly) incurred by the Licensee or those authorised by it as a result of the execution of the Demolition Works.
- 5.4 Any dispute between the parties to this Agreement arising out of or connected with any matter referred to in the Agreement shall be resolved in accordance with clause 27 of the PDA.

6. DELIVERY AND EXECUTION

This Agreement shall be effective from the date of delivery.

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts, all of which, when executed and delivered, shall constitute one and the same instrument. Any party may enter into this Agreement by executing any such counterpart.

8. RIGHTS OF THIRD PARTIES

A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any persons that exists or is available otherwise than pursuant to that Act.

IN WITNESS of which this Agreement has been executed and on the date set out above delivered as a Deed.

THE COMMON SEAL of)
THE MAYOR AND BURGESSES OF)
THE LONDON BOROUGH OF BARNET)
was hereunto affixed in the)
presence of:)

Mayor

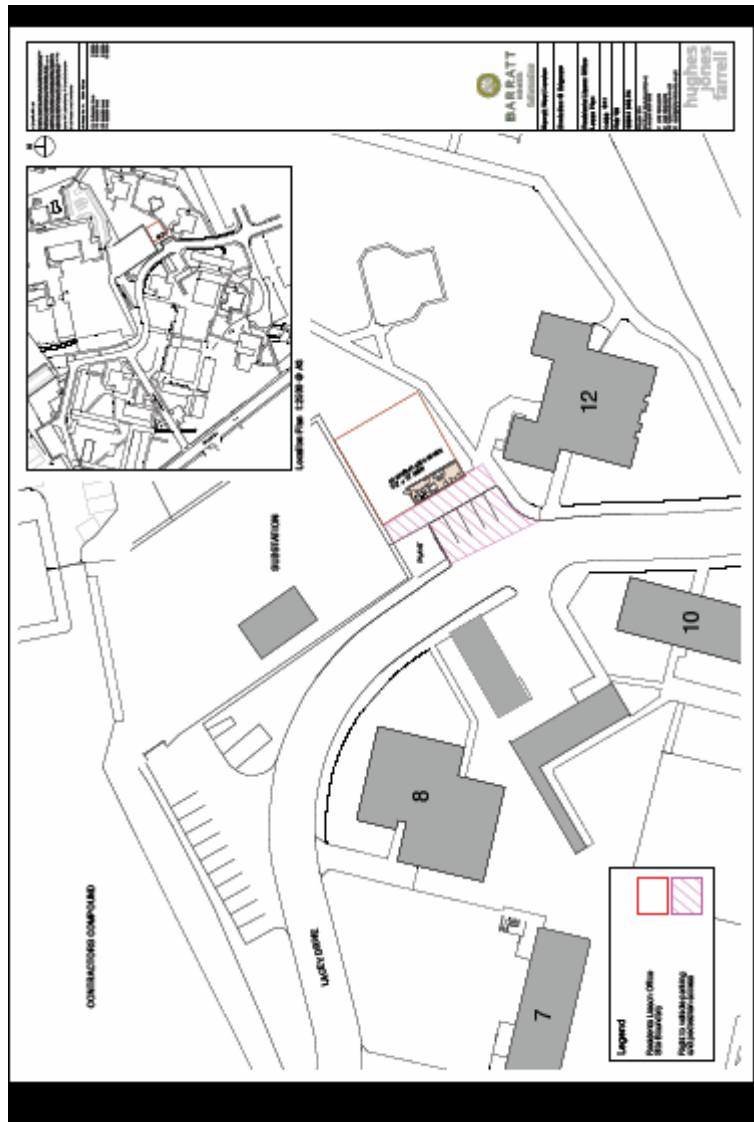
Head of Legal

EXECUTED as a DEED by)
UNITARY LIMITED)
acting by:)

Director

Director/Secretary

PLAN



SCHEDULE 4

Resident Liaison Office Lease

DATED

2009

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET (1)

and

UNITARY LIMITED (2)

and

BARRATT DEVELOPMENTS PLC (3)

LEASE

relating to

a Residents Liaison Office at land at Stonegrove/Spur Road, Barnet

Owen White Solicitors
Senate House
62 – 70 Bath Road
Slough
Berkshire
SL1 3SR

Ref: CB ajr 32730/133 27/05/09

CONTENTS

Clause		Page
1	DEFINITIONS AND INTERPRETATION.....	3
2	DEMISE RENT AND COVENANT	6
3	PAYMENTS.....	7
4	REPAIR AND DECORATION	7
5	USE.....	8
6	ALTERATIONS AND SIGNS.....	9
7	DEALINGS WITH THE PREMISES	9
8	STATUTORY REQUIREMENTS.....	9
9	TENANT’S MISCELLANEOUS OBLIGATIONS.....	10
10	COSTS.....	11
11	LANDLORD’S COVENANTS.....	12
12	FORFEITURE.....	12
14	MISCELLANEOUS	12
16	SECTIONS 24-28 LANDLORD AND TENANT ACT 1954	14
SCHEDULE 1		15
	Part 1	13
	Exceptions and Reservations	13
	Part 2	13
	Title Matters.....	13
	Part 3	14
	Matters subject to which this lease is granted	14

PARTICULARS

1	Date:	2009
2	Parties	
	Landlord:	THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET of Hendon Town Hall, The Borroughs, Hendon, London NW4 4BG
	Tenant:	UNITARY LIMITED (company number 03790844) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF
	Guarantor:	BARRATT DEVELOPMENTS PLC (company number 604574) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF
3	Premises:	The land at the Spur Road Estate as the same is shown for the purposes of identification only edged red on the plan numbered 0364 I 026 P4 attached
4	Term:	Five years from and including the Term Commencement Date
5	Term Commencement Date:	2009
6	Basic Rent:	A peppercorn (if demanded)

7 Permitted Use:	use as a office in connection with the provision of a resident liaison service in accordance with clause 30 and Schedule 18 of the PDA including staff welfare accommodation (excluding accommodation for residential purposes, temporary or otherwise) as indicated on the plan numbered 0364 I 026 P4 and as detailed in the attached specification
-------------------------	---

THIS LEASE made on the date and between the parties stated in the Particulars

WITNESSES as follows:

1 Definitions and Interpretation

1.1 In this Lease unless the context otherwise requires the following expressions shall have the following meanings:

BASE RATE	means the base lending rate from time to time of Barclays Bank Plc or such other bank being a member of the Committee of London and Scottish bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such other rate as the Landlord may reasonably specify
Basic Rent	A peppercorn (if demanded)
Conduits	means sewers drains pipes wires cables ducts gutters fibres and any other medium for the passage or transmission of soil water gas electricity air smoke light information or other matters and includes where relevant ancillary equipment and structures
Consent	means an approval permission authority licence or other relevant form of approval given by the Landlord in writing
Environmental Legislation	means the Environmental Protection Act 1990
Estate	means the housing estate known as the Stonegrove and Spur Road Estate, Barnet, as is shown edged red on plan 10930_MP_75 annexed hereto
Landlord	includes the immediate reversioner to this Lease from time to time

Lease	means this lease and includes where relevant any deed of variation licence Consent or other document supplemental to or associated with this Lease
Particulars	means the immediately preceding section of this Lease headed “Particulars” and the Particulars form part of this Lease
PDA	means the Principal Development Agreement dated 24 September 2008 and made between (1) the Landlord (2) the Tenant (3) Family Mosaic Housing and (4) the Guarantor as may be amended from time to time
Permitted Use	means the use described as the Permitted Use in the Particulars
Plans	means the attached plans which are for identification only
Rent	means all sums reserved as rent by this Lease
Tenant	includes its successors in title
Term	means the term granted by this Lease
Term Commencement Date	means the date described as the Term Commencement Date in the Particulars
Value Added Tax	includes any future tax of a like nature

1.2 In this Lease unless the context otherwise requires:

1.2.1 words importing any gender include every gender

1.2.2 words importing the singular number only include the plural number and vice versa

1.2.3 words importing persons include firms companies and corporations and vice versa

- 1.2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Lease
- 1.2.5 reference in any schedule to numbered paragraphs are references to the numbered paragraphs of that schedule
- 1.2.6 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation
- 1.2.7 any obligation on any party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any employee servant agent invitee or licensee of that party
- 1.2.8 where the Landlord or the Tenant covenant to do something they shall be deemed to fulfil that obligation if they procure that it is done
- 1.2.9 the headings to the clauses and schedules and paragraphs shall not affect the interpretation
- 1.2.10 any sum payable by one party to the other shall be exclusive of Value Added Tax which shall where it is chargeable be paid in addition to the sum in question at the time upon the production of a valid VAT invoice
- 1.2.11 an obligation in this Lease on the part of the Tenant to pay or indemnify the Landlord against any cost or expense shall include an obligation to pay and indemnify the Landlord against any Value Added Tax incurred in relation to the cost or expense in question except where the Value Added Tax is recoverable or available for set off by the Landlord as input tax

1.2.12 any references (whether specific or general) to any Act of Parliament or other legislation or decree include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Act of Parliament or other legislation or decree replaced by it or deriving validity from it

1.2.13 this Lease gives no rights under the Contracts (Rights of Third Parties) Act 1999 but does not affect any rights which are available apart from that Act

1.2.14 The parties agree that words and phrases defined in the PDA shall have the same meaning in this Lease and that such definitions shall be deemed to be incorporated into this Lease as though the same were set out in full in this clause 1 save where the words and phrases conflict with the definitions contained in this Lease whereupon those contained in clause 1 shall apply.

1.2.15 the obligations of or restrictions on the Tenant or a Guarantor under any clause, supplemental document or other instrument entered into in connection with this Lease, are without prejudice to the obligations of or restrictions on the Tenant or Guarantor, or to the rights of the Landlord, Tenant or Guarantor under any other clause, supplemental document or other instrument entered into in connection with this Lease, including the PDA.

2 Demise Rent and Covenant

2.1 At the request of the Guarantor the Landlord demises the Premises to the Tenant along with the rights set out in Part 2 of Schedule 1 excepting and reserving to the Landlord the rights set out in part 1 of Schedule 1 subject to the matters set out in part 3 of Schedule 1 to hold them to the Tenant for the Term paying during the Term by way of Rent:

2.1.1 the Basic Rent which shall be paid (if demanded) annually in advance and

2.1.2 any other sums which may become due from the Tenant to the Landlord under the provisions of this Lease

2.2 The Tenant covenants with the Landlord to observe and perform the covenants set out in clauses 3 to 10 (inclusive)

2.3 The Landlord covenants with the Tenant that, whilst the reversion to this Lease is vested in it, it shall observe and perform the covenants set out in clause 11

3 Payments

3.1 The Tenant shall pay the Rent (if demanded) at the times and in the manner required by this Lease to such address as the Landlord may from time to time require

3.2 The Tenant shall pay and discharge on demand and indemnify the Landlord against all rates taxes charges duties assessments impositions and outgoings of any sort which are payable at any time during the Term whether by the owner or occupier relating to the Premises including without limitation charges for electricity gas water sewerage telecommunications and other services rendered to or consumed at the Premises

3.3 If at any time the Premises are not separately assessed for any of the outgoings referred to in clause 3.2 the Tenant shall pay to the Landlord on demand a fair proportion of any assessment which includes the Premises

4 Repair

4.1 The Tenant shall keep the Premises in good and safe repair and condition and in accordance with all health and safety and other legislation to the extent that the same applies to the Premises

4.2 At the end of the Term (however that occurs) the Tenant shall yield up the Premises to the Landlord with vacant possession

4.3 At the end of the Term (however that occurs) the Tenant shall yield up the Premises to the Landlord and unless the Landlord otherwise directs shall:

4.3.1 clear the Premises of all buildings, materials, vehicles and waste and

4.3.2 disconnect all temporary services and

4.3.3 leave all boundary fences and gates in a good condition and secure and

4.3.4 leave the Premises in a clean and level state having filled all pot holes and other excavations and removed any contamination caused by the Tenant and reinstated any grassed or landscaped area to the state and condition it was in prior to occupation by the Tenant

to the reasonable satisfaction of the Landlord Provided That where the Tenant has served a Licence Notice (as defined in the PDA) in respect of land which comprises the Premises (or part thereof) the Tenant shall not be required by the Landlord to reinstate such land.

5 Use

5.1 The Tenant shall not use the Premises for any purpose except the Permitted Use without the written consent of the Landlord.

5.2 The Tenant shall not use the Premises:

5.2.1 for any purpose or activity which is illegal or immoral;

5.2.2 for any purpose or activity which is noxious, dangerous or offensive;
or

5.2.3 for the sale and consumption of alcohol.

6 Alterations and Signs

- 6.1 The Tenant shall not be permitted to develop, build, or erect any buildings or structures or to alter, add or to improve the Premises (or any building on the Premises whether structural or otherwise) save that the Tenant shall be permitted to carry out such works as may be reasonable in connection with the matters listed in the definition of "Permitted Use" (including for the avoidance of doubt those set out in the specification annexed hereto) provided it has obtained all necessary permissions, approvals and consents for such works from the appropriate authorities and provided that the nature, size and location of any hoardings or security fencing around the Premises must first be approved by the Landlord (such approval not to be unreasonably withheld or delayed);
- 6.2 The Tenant shall not be permitted to fix or display in or on the Premises any signs, hoarding, poster, plate, fascia or advertisement which can be seen from outside the Premises save those that are reasonably required by the Tenant in connection with the Permitted Use (including signs required for health and safety purposes) such signage to be of a nature, size and location previously approved by the Landlord (such approval not to be unreasonably withheld or delayed).

7 Dealings with the Premises

The Tenant shall not assign underlet charge part with or share possession or occupation of all or any part of the Premises nor hold the Premises on trust for any other person, save that this clause 7 shall not prohibit the Tenant's contractors, consultants, agents and workmen from using the Premises in connection with the Permitted Use or third parties from entering onto the Premises in connection with the Permitted Use.

8 Statutory Requirements

- 8.1 The Tenant shall comply with all obligations relating to the Premises or their use, whether or not the obligations are imposed upon the Landlord the Tenant or the occupier of the Premises, from to time to time created by any Act of Parliament or any European Community legislation or decree or other supranational legislation or decree having effect as law in the United Kingdom or by any statutory public local or

other authority or any court of law or government department or any of their duly authorised officers Provided that the Tenant shall not be required to undertake any works pursuant to notices served under the Environmental Legislation save that the Tenant will be responsible for any remediation works required to the Premises pursuant to Environmental Legislation due to contamination caused by the Tenant or its contractors, consultants, agents and workmen.

- 8.2 Where the Tenant receives from any statutory public local or other authority or any court of law or government department or any of their duly authorised officers any formal notice relating to the Premises it shall immediately send a copy to the Landlord and if requested by the Landlord make or join in making such objections representations or appeals in respect of it as the Landlord may reasonably require.
- 8.3 Before doing anything at the Premises which requires planning permission the Tenant shall obtain the planning permission necessary for the purpose.

9 Tenant's miscellaneous obligations

- 9.1 The Tenant shall not use the Conduits serving the Premises for any purpose other than that for which they are designed save that the Tenant may increase the capacity of such Conduits if required by it to properly use the Premises for the Permitted Use, provided that the Conduits serving the Premises in common with any adjoining properties are not disrupted, overloaded or obstructed.
- 9.2 The Tenant shall not overload any part of the Premises.
- 9.3 The Tenant shall not do or omit to do anything whereby any right of prescription may arise against the Landlord.
- 9.4 Upon reasonable prior written notice (except in emergency when no notice need be given) the Tenant shall permit the Landlord and those authorised by it at all times to enter (and remain unobstructed on) the Premises for the purpose of:

9.4.1 exercising the rights reserved by this Lease or

9.4.2 complying with the Landlord's obligations under this Lease or with any other obligation of the Landlord or

9.4.3 carrying out works which are the responsibility of the Tenant under this Lease but which the Tenant has failed to do

Provided That the Landlord and those authorised by it shall not materially adversely interfere with the Tenant's use and enjoyment of the Premises and Provided Further That the Landlord and those authorised by it shall cause as little disturbance and damage as reasonably practicable and shall make good all damage caused within a reasonable period of time to the Tenant's reasonable satisfaction.

9.5 The Tenant shall effect and maintain or shall procure that there is effected and maintained those insurances required by clause 10.6.1 of the PDA and shall comply with its insurance obligations in the PDA insofar as they are applicable to the Premises and the Permitted Use.

9.6 The Tenant shall observe and perform the additional obligations set out in Schedule 2 of this Lease.

10 **Costs**

10.1 The Tenant shall pay to the Landlord within 14 days of receiving a written demand all reasonable and proper costs expenses losses and liabilities incurred by the Landlord as a result of or in connection with:

10.1.1 any breach by the Tenant of any of its covenants or obligations in this Lease and/or the enforcement or attempted enforcement of those covenants and obligations by the Landlord

10.1.2 the preparation and service of any notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

10.1.3 the preparation and service of any notice under clause 10.1.2 or any schedule of dilapidations served during the Term or within three months after the end of the Term (however that occurs)

10.2 The Tenant agrees to indemnify the Landlord at all times (both during and after the Term) against all charges, claims, proceedings, liabilities, damages, losses, costs and expenses arising directly or indirectly from any breach of any of the Tenant's obligations in this Lease, or any act or omission of the Tenant.

11 **Landlord's Covenants**

11.1 If the Tenant observes and performs the Tenant's covenants and obligations in this Lease the Tenant may peaceably hold and enjoy the Premises during the Term without any lawful interruption or disturbance from or by the Landlord or any person claiming through under or in trust for the Landlord

12 **Forfeiture**

12.1 Without prejudice to any other rights of the Landlord if the PDA is terminated then the Landlord may on 14 days' written notice at any time re-enter the Premises whereupon this Lease shall absolutely determine but without prejudice to the right of action of any one party in respect of any previous breach by any of the other parties to this Lease.

13 **Point of Contact**

13.1 Any correspondence or request for consent under this Lease must be in writing and must be delivered personally or sent to the address and for the attention of the relevant party as follows:

13.1.1 to the Landlord at the address stated in the Particulars and marked for the attention of the Project Director - Regeneration Service;

13.1.2 to the Tenant at c/o Barratt West London, Wallis House, Great West Road, Brentford TW8 9BS and marked for the attention of Mark Smith/Development Manager;

13.2 Either party to this Agreement (or their respective representatives) may change its nominated address by prior written notice to the other party;

14 **Miscellaneous**

14.1 Except to the extent that compensation may be payable by law notwithstanding any agreement to the contrary the Tenant shall not be entitled to any compensation under any statute at the end of the Term (howsoever that occurs) or upon leaving the Premises

14.2 Nothing in this Lease shall imply or warrant that the Premises may lawfully be used for the Permitted Use and the Tenant acknowledges and admits that no such representation or warranty has ever been made by or on behalf of the Landlord

14.3 The Tenant shall not be or become entitled to any easement right quasi-easement or quasi right

14.4 Section 196 Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices which may need to be served under this Lease

14.5 This Lease is a Deed

14.6 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

14.7 The Tenant may terminate this Lease at any time by giving the Landlord not less than three months' written notice provided that the Tenant has before or during such notice period complied with its obligations pursuant to clause 4.3. The Term will then determine on the expiry of such notice, but without prejudice to the rights of any party against any other for any antecedent breach of their obligations under this Lease.

15 **Sections 24-28 Landlord and Tenant Act 1954**

15.1 The Landlord and the Tenant agree that sections 24-28 of Landlord and Tenant Act 1954 ("the 1954 Act") are excluded in relation to this Lease.

15.2 The Landlord served a notice on _____ 2009 on the Tenant as required by Section 38(A)(3)(A) of the 1954 Act and which applies to the tenancy created by this Lease not less than 14 days before the date of this Lease.

15.3 The duly authorised officer of the Tenant swore a statutory declaration dated _____ 2009 in accordance with the requirements of Section 38(A)(3)(b) of the 1954 Act (a copy of which statutory declaration is annexed to this Lease).

16 **Guarantee**

The Guarantor guarantees to the Landlord all of the obligations of the Tenant in this Agreement (the "Guaranteed Obligations") as primary obligor and shall indemnify the Landlord in respect of all losses, damages, costs and expenses incurred by the Landlord as a result of any breach by the Tenant of the Guaranteed Obligations.

IN WITNESS of which each party has duly executed this Lease as a Deed the date first before written

SCHEDULE 1

Part 1

Exceptions and Reservations

1. Upon reasonable prior written notice to the Tenant (except in emergency when no notice need be given) to enter and remain on the Premises with or without tools appliances and materials for the purpose of complying with the Landlord's obligations under this Lease or in connection with the exercise of the rights powers privileges and permissions conferred or granted under the covenants and provisions of this Lease the person so entering causing as little damage and inconvenience as reasonably possible and making good within a reasonable period at its expense any damage caused to the Premises by such entry.

2. The right to connect into and pass services to and from the adjoining or neighbouring property of the Landlord in and through Conduits now laid in or upon the Premises together with the right to enter upon the Premises upon giving reasonable prior written notice to the Tenant (except in case of emergency) in order to lay (in positions first approved by the Tenant such approval not to be unreasonably withheld or delayed) inspect cleanse renew and maintain the Conduits the person exercising such right causing as little damage disturbance as reasonably practicable to the Tenant and making good within a reasonable period any damage occasioned to the Premises by the exercise of this right

3. The right of support, protection, shelter and (to the extent that the same do not materially adversely affect the Permitted Use) all other easements and rights now belonging to or enjoyed by any adjoining land belonging to the Landlord.

Part 2
Rights Granted

1. The right of vehicular and pedestrian access to and egress from the Premises from any roads or footpaths serving the Estate (including for the avoidance of doubt the land shown hatched pink on plan 0364 I 026 P4).
2. The right to connect to and use and to clean, alter, maintain, renew, remove or to increase the capacity of any Conduits that serve the Premises Provided That any Conduits serving any adjoining properties are not disrupted, overloaded or obstructed.
3. The right to lay new Conduits in on or under the Premises in connection with the Permitted Use.
4. The right to carry out such works as may be reasonable in connection with the matters listed in the definition of "Permitted Use", subject to the provisions of this Lease.
5. The right to park in the car parking spaces within the area shown hatched pink on plan 0364 1 026 P4 when the said spaces are not already occupied by a third party.

Part 3

Matters subject to which this Lease is granted

The matters contained or referred to in the registers of title of the Council's Land (as defined in the PDA) in so far as the same affect the Premises together with any Third Party Interests existing at the date hereof (as defined in the PDA) including (without limitation) all existing rights which belong to other property, or are enjoyed by other property over the Premises or any land or conduits over which the Tenant may exercise rights by virtue of this Lease.

Schedule 2

Tenant's further obligations

The Tenant shall comply at all times with Schedule 21 of the PDA (Considerate Contractor Schedule) in respect of the Premises and in addition the Tenant agrees:

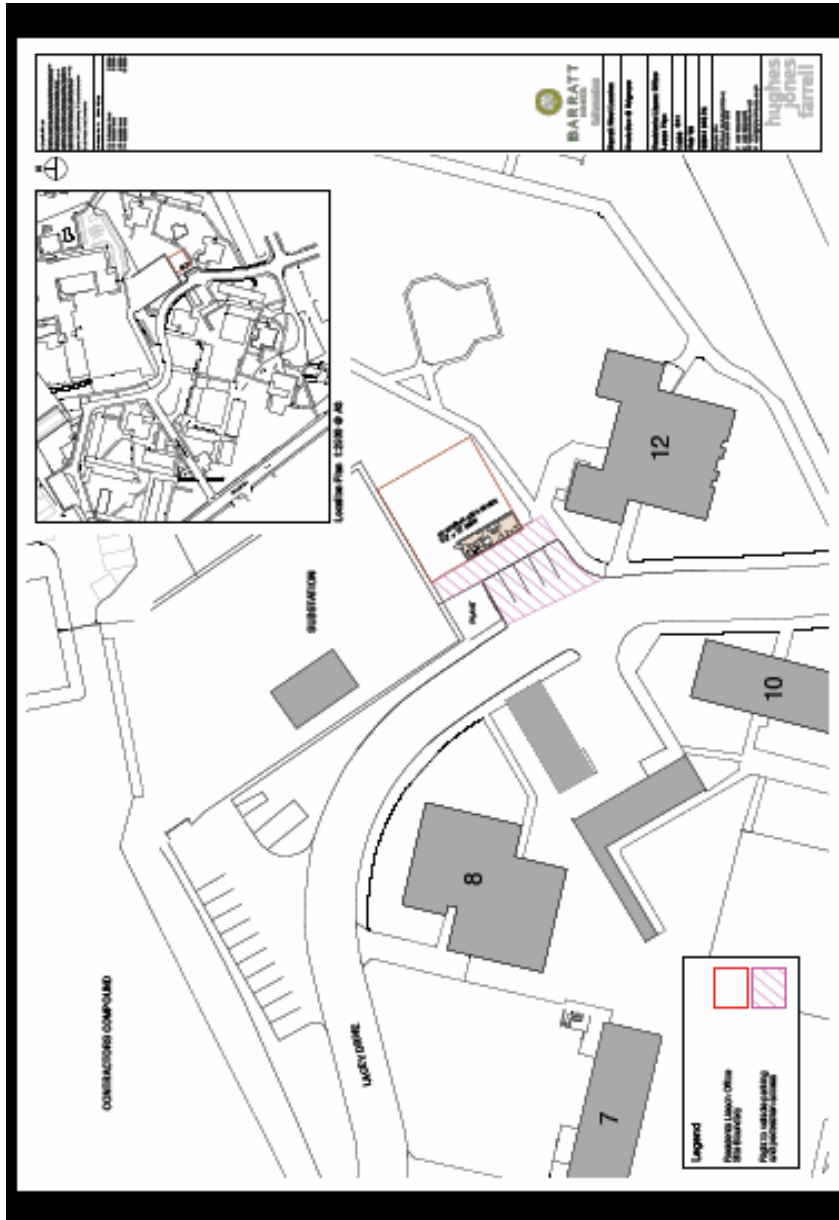
- 1 to ensure that any graffiti or other defacement at the Premises or on any other structures erected by the Tenant is promptly cleaned or otherwise removed and to ensure that the integrity of the Premises or such other structures erected by the Tenant is maintained at all times;
- 2 to ensure that its works do not damage any trees protected by a Tree Preservation Order nor those trees referred to as being retained in any planning application submitted by the Tenant to the local planning authority and to erect such protective fencing around the same as the Landlord may require (acting reasonably);
- 3 to ensure that (where necessary) all necessary consents and permissions are obtained from the owners or occupiers of adjoining or neighbouring land in respect of:
 - 3.1 the sailing of cranes over the same;
 - 3.2 any works affecting the boundary or boundary structures/features of the same; and
 - 3.3 party walls;
- 4 to ensure that any dirt or damage caused by the Tenant to any roadways or accessways not forming part of the Premises that are used by the Tenant in connection with the Permitted Use is cleaned or made good as soon as reasonably practicable to the reasonable satisfaction of the Landlord or the Highways Authority (if appropriate);
- 5 outside of normal working hours, to ensure that generators are not left running where the same may be heard from outside the Premises and that lights are not left shining where the same may be seen (as applicable) from outside the Premises (except security lights which may be left shining provided that the same are in a location and angled towards the ground so as to cause as little disturbance or inconvenience to the residents of the estate as possible);
- 6 to ensure that the contact telephone number of a representative of the Tenant who shall deal with matters raised by residents of the Estate is openly displayed and easily legible on or near the Premises;

- 7 to liaise directly with the appropriate third party in the event that damage is caused by the Tenant to any street light on the Estate which may be subject to a PFI deal between the London Borough of Barnet and such third party;
- 8 to ensure that when exercising any of the rights of access granted by this Lease due consideration is given to the residents of the Estate who use the road or accessway concerned.

PLAN 10930_MP_75

1:1000
1:500
1:250
1:125
1:62.5
1:31.25
1:15.625
1:7.8125
1:3.90625
1:1.953125
1:0.9765625
1:0.48828125
1:0.244140625
1:0.1220703125
1:0.06103515625
1:0.030517578125
1:0.0152587890625
1:0.00762939453125
1:0.003814697265625
1:0.0019073486328125
1:0.00095367431640625
1:0.000476837158203125
1:0.0002384185791015625
1:0.00011920928955078125
1:0.000059604644775390625
1:0.0000298023223876953125
1:0.00001490116119384765625
1:0.000007450580596923828125
1:0.0000037252902984619140625
1:0.00000186264514923095703125
1:0.000000931322574615478515625
1:0.0000004656612873077392578125
1:0.00000023283064365386962890625
1:0.0000001164153218269348442578125
1:0.00000005820766091346742212890625
1:0.000000029103830456733711059453125
1:0.0000000145519152283668555297265625
1:0.00000000727595761418342776486328125
1:0.000000003637978807091713882431640625
1:0.0000000018189894035458569412158203125
1:0.00000000090949470177292847060761015625
1:0.000000000454747350886464235303805078125
1:0.0000000002273736754432321176519025390625
1:0.00000000011368683772161605882595126953125
1:0.00000000005684341886080802941297576486328125
1:0.000000000028421709430404014706487882431640625
1:0.0000000000142108547152020073532439412158203125
1:0.00000000000710542735760100367662197060761015625
1:0.000000000003552713678800501838310985303805078125
1:0.00000000000177635683940025091919154271519025390625
1:0.00000000000088817841970012545959577130595126953125
1:0.00000000000044408920985006272979788676297576486328125
1:0.000000000000222044604925031364898938381487882431640625
1:0.0000000000001110223024625157224494691907439412158203125
1:0.0000000000000555111512262578612222459547595126953125
1:0.0000000000000277555756131286111122978797776297576486328125
1:0.000000000000013877787806564305556148898938381487882431640625
1:0.0000000000000069388939032821527777244494691907439412158203125
1:0.00000000000000346944695164107638886222459547595126953125
1:0.0000000000000017347234758205381944312222978797776297576486328125
1:0.000000000000000867361737910269097216111122978797776297576486328125
1:0.000000000000000433680868955134548605556148898938381487882431640625
1:0.0000000000000002168404344775672742272724494691907439412158203125
1:0.0000000000000001084202172387836371136362222978797776297576486328125
1:0.000000000000000054210108619391818556818111122978797776297576486328125
1:0.00000000000000002710505430969590927840905556148898938381487882431640625
1:0.000000000000000013552527154847954639204527724494691907439412158203125
1:0.000000000000000006776263577422479773196022611122978797776297576486328125
1:0.0000000000000000033881317887112398865801130556148898938381487882431640625
1:0.00000000000000000169406589435561994329006627724494691907439412158203125
1:0.0000000000000000008470329471778099716450331130556148898938381487882431640625
1:0.00000000000000000042351647358890488082266556148898938381487882431640625
1:0.000000000000000000211758236794452440411327724494691907439412158203125
1:0.0000000000000000001058791183972262202056363627724494691907439412158203125
1:0.000000000000000000052939559198613110102818181130556148898938381487882431640625
1:0.0000000000000000000264697795993065550514054056148898938381487882431640625
1:0.000000000000000000013234889799653277525220272724494691907439412158203125
1:0.000000000000000000006617444899826638762611130556148898938381487882431640625
1:0.00000000000000000000330872244991331938126272724494691907439412158203125
1:0.0000000000000000000016543612249566596901130556148898938381487882431640625
1:0.000000000000000000000827180612478329845056363627724494691907439412158203125
1:0.00000000000000000000041359030623916492252818181130556148898938381487882431640625
1:0.00000000000000000000020679515311958246114054056148898938381487882431640625
1:0.000000000000000000000103397576559792430570272724494691907439412158203125
1:0.0000000000000000000000516987882798962152351130556148898938381487882431640625
1:0.00000000000000000000002584939413994810761652818181130556148898938381487882431640625
1:0.0000000000000000000000129246970699740537632611130556148898938381487882431640625
1:0.00000000000000000000000646234853498702688162611130556148898938381487882431640625
1:0.0000000000000000000000032311742674935134408126272724494691907439412158203125
1:0.000000000000000000000001615587133746756720406363627724494691907439412158203125
1:0.00000000000000000000000080779356687337836020272724494691907439412158203125
1:0.000000000000000000000000403896783436689180101130556148898938381487882431640625
1:0.00000000000000000000000020194839171834459005056148898938381487882431640625
1:0.000000000000000000000000100974195859172295025272724494691907439412158203125
1:0.0000000000000000000000000504870979295861125126272724494691907439412158203125
1:0.00000000000000000000000002524354896479305626363627724494691907439412158203125
1:0.0000000000000000000000000126217744823965281316272724494691907439412158203125
1:0.000000000000000000000000006310887241198264066363627724494691907439412158203125
1:0.000000000000000000000000003155443620591320331130556148898938381487882431640625
1:0.0000000000000000000000000015777218102956601652818181130556148898938381487882431640625
1:0.0000000000000000000000000007888609051478300826363627724494691907439412158203125
1:0.000000000000000000000000000394430452573915041316272724494691907439412158203125
1:0.00000000000000000000000000019721522628695752066363627724494691907439412158203125
1:0.0000000000000000000000000000986076131434787632611130556148898938381487882431640625
1:0.000000000000000000000000000049303806571718938162611130556148898938381487882431640625
1:0.0000000000000000000000000000246519032858596908126272724494691907439412158203125
1:0.000000000000000000000000000012325951642927845041130556148898938381487882431640625
1:0.0000000000000000000000000000061629758214639225206363627724494691907439412158203125
1:0.0000000000000000000000000000030814879107319612611130556148898938381487882431640625
1:0.00000000000000000000000000000154074395536598063056148898938381487882431640625
1:0.0000000000000000000000000000007703719776829903152818181130556148898938381487882431640625
1:0.000000000000000000000000000000385185988841495156363627724494691907439412158203125
1:0.000000000000000000000000000000192592994420747578162611130556148898938381487882431640625
1:0.00000000000000000000000000000009629649721037378908126272724494691907439412158203125
1:0.0000000000000000000000000000000481482486051868945406363627724494691907439412158203125
1:0.000000000000000000000000000000024074124302593447270272724494691907439412158203125
1:0.0000000000000000000000000000000120370621512972361351130556148898938381487882431640625
1:0.000000000000000000000000000000006018531075648617566363627724494691907439412158203125
1:0.000000000000000000000000000000003009265537824308783162611130556148898938381487882431640625
1:0.0000000000000000000000000000000015046327689121543916272724494691907439412158203125
1:0.000000000000000000000000000000000752316384456107718126272724494691907439412158203125
1:0.00000000000000000000000000000000037615819222805385906363627724494691907439412158203125
1:0.00000000000000000000000000000000018807909611402692953162611130556148898938381487882431640625
1:0.00000000000000000000000000000000009403954805701346476363627724494691907439412158203125
1:0.0000000000000000000000000000000000470197740285067323762611130556148898938381487882431640625
1:0.00000000000000000000000000000000002350988701425336618126272724494691907439412158203125
1:0.0000000000000000000000000000000000117549435071266830906363627724494691907439412158203125
1:0.0000000000000000000000000000000000058774717535633415453162611130556148898938381487882431640625
1:0.0000000000000000000000000000000000029387358767816707726363627724494691907439412158203125
1:0.0000000000000000000000000000000000014693679383908353863162611130556148898938381487882431640625
1:0.000000000000000000000000000000000000734683969195417693162611130556148898938381487882431640625
1:0.00000000000000000000000000000000000036734198459770884653162611130556148898938381487882431640625
1:0.00000000000000000000000000000000000018367099229885442326363627724494691907439412158203125
1:0.0000000000000000000000000000000000000918354961494272116363627724494691907439412158203125
1:0.0000000000000000000000000000000000000459177480747136058162611130556148898938381487882431640625
1:0.000000000000000000000000000000000000022958874037356802906363627724494691907439412158203125
1:0.000000000000000000000000000000000000011479437018678401453162611130556148898938381487882431640625
1:0.000000000000000000000000000000000000005739718509339200726363627724494691907439412158203125
1:0.000000000000000000000000000000000000002869859254669600363162611130556148898938381487882431640625
1:0.00000000000000000000000000000000000000143492962733480018162611130556148898938381487882431640625
1:0.0000000000000000000000000000000000000007174648136674000908126272724494691907439412158203125
1:0.000000000000000000000000000000000000000358732406833700045406363627724494691907439412158203125
1:0.00000000000000000000000000000000000000017936620341685002270272724494691907439412158203125
1:0.0089683101708425011351130556148898938381487882431640625
1:0.0044841550854212500566363627724494691907439412158203125
1:0.00224207754271062500283162611130556148898938381487882431640625
1:0.00112103877135531250014158203125
1:0.0005605193856776562500070791015625
1:0.0002802596928388281250003539576486328125
1:0.000140129846419414062500017697882431640625
1:0.00700649232097070312500008848938381487882431640625
1:0.0035032461604853515625000044244691907439412158203125
1:0.0017516230802426757812500002212234595126953125
1:0.00087581154012133789062500001106117297576486328125
1:0.00043790577006066894531250000055305882431640625
1:0.0002189528850303344726562500000276529412158203125
1:0.000109476442515167236328125000001382647061015625
1:0.005473822125758361816406250000006913235303805078125
1:0.00273691106287918090820312500000034566176519025390625
1:0.0013684555314395904541015625000000172830882431640625
1:0.000684227765719795227056250000000864154412158203125
1:0.00034211388285989761352812500000004320772061015625
1:0.000171056941429948806761640625000000021603860303805078125
1:0.0085528470714974403380820312500000001080193015625
1:0.004276423535748720169041015625000000005400965078125
1:0.00213821176787436008452056250000000027004825390625
1:0.0010691058839371800422612812500000000135024126953125
1:0.000534552941968590021130556148898938381487882431640625
1:0.00026727647098429500106272724494691907439412158203125
1:0.00133638235492147500531362611130556148898938381487882431640625
1:0.00066819117746073750026363627724494691907439412158203125
1:0.000334095588730368750013162611130556148898938381487882431640625
1:0.000167047794365184375000658126272724494691907439412158203125
1:0.0083523897182592187500032906363627724494691907439412158203125
1:0.000

PLAN 0364 1 026 P4



Annexure 1

THE SPECIFICATION



Resident Liaison Office

1.1 Specification and Method Statement

1.2 Revision 02

1.3 24th May 2009

Project Execution Plan

- 1. General Description of the Works**
- 2. Neighbours**
- 3. Construction Traffic**
- 4. Statutory Services**
- 5. Programme & Sequence**

1. General Description of the Works

This document is to be read in conjunction with the main Project Execution Plan **Evolution, Stonegrove, Revision 08, Dated 9/12/08**

Preliminary enabling works will be required prior to the construction works commencing. A hoarding will be established to prevent unauthorised access by 3rd Parties. The site is an existing redundant supermarket, single storey brick building that will be demolished to the ground floor slab.

The Resident Liaison Office (RLO) comprises of:

- One 32 foot Portacabin including toilet facilities.

The construction of the RLO will be programmed to commence in conjunction with the construction of the main development or as agreed on site with the Partnership Board

Parking will be located direct in front of the unit utilizing the existing parking area.

2. Neighbours

There are a number of elements that must be considered in this construction of the RLO.

Barratt West London has registered the Main development with the Considerate Contractor's Scheme and will implement the recommendations of this scheme in constructing the RLO

Elements of work that will need to be closely controlled to minimise disruption are:

- Dust
- Noise
- Construction Traffic

8.1.1 Dust

Dust produced throughout the construction process must be effectively controlled. This will be achieved using water suppression when necessary from a hose.

Noise

Works will only be permitted during defined hours under the Planning Consent.

Monday to Friday – 08.00am to 6.00pm
Saturday – 08.00am to 1.00pm

Consideration will also be given to each construction process by selecting plant and equipment that keeps noise levels as low as possible whilst maintaining cost efficient construction progress.

Usual noise nuisances such as early morning deliveries will be dealt with by ensuring that all orders are placed with strictly defined periods. It may be necessary to deliver large plant outside the defined working hours if directed by the Metropolitan Police / Highways Authorities. Any persons or bodies directly affected by such movements will be advised beforehand.

3. Construction Traffic

Effective management of delivery vehicles both on the site and in the immediately surrounding area will be very important and the minimisation of impacts on the current residents who live adjacent to the site.

Control of construction traffic will commence with the placement of orders to trade contractors that restrict deliveries at certain times of the day. Site management will enforce these controls. The times and route for external deliveries will be attached to material orders and sub-contractor orders and specifically identified to Trade Contractor Principals at Pre-Contract meetings.

A detailed Traffic and Pedestrian Management Plan will be produced as an element of the Construction Phase Health & Safety Plan. This will include drawings, maps and written text detailing the preferred delivery vehicle approaches to the site along with procedures for controlling vehicles and pedestrians on the site itself.

We will meet with the residents on a regular basis informing them of current activities and site changes. This will minimise / remove significant risks.

Traffic & Pedestrian Management Plan will be communicated to all Trade Contractors' management and operatives at pre-order, contract placement and site induction stages of the procurement and construction process.

4. Statutory Authorities

Statutory authorities will be managed by an appointed specialist. They will be responsible for requesting quotations and coordinating all works to comply with the Integrated Project Programme.

8.1.2 Progress Review

Regular weekly design team meetings will be chaired by Barratt's appointed technical manager and attended by senior members of both the construction and commercial departments. Meetings will be documented.

5. Programme and Sequence

The **Draft Construction Programme** This shows the durations of the RLO construction and once a confirmed start date is agreed, the programme will be updated accordingly.

This programme identifies the overall project duration and key elements of construction based upon the information currently available. Detailed elemental project programmes will be produced as design and procurement elements of the scheme are completed.

General Sequence

5.1 Site Establishment

Prior to the Demolition, there is a need to locate existing service and cables in the vicinity they will require special consideration and will need to be hand dug to be identified and then indicated onsite prior to any other works. Disconnection of the existing services to the old supermarket will be made prior to commencement.

5.2 Welfare and Compound

As per the Compound Area Lease

5.3 Tree Protection

Prior to the commencement any construction works all remaining trees with tree preservation orders (TPO) will be protected to LA approved specification. Indicted on the appended Sprunt drawing number 12132_05_03 and Hughes Jones Farrell 0364-060 P10

5.4 Demolition

Demolition will be carried under the terms of the demolition license and by a competent contractor. The site will be cleared of rubble and hoarded up to connect to the new Portacabin.

5.5 RLO installation

The cabin will be delivered to site on a articulated lorry and crane lifted in to position in accordance with an agreed method statement from the supplier.

Ramped access to the doorway will be built and the brick plinth to the cabin constructed to tidy the appearance. Services to the cabin will be connected (Water, BT, electric and drainage)

The cabin will be internally decorated and fitted out by Barratt.

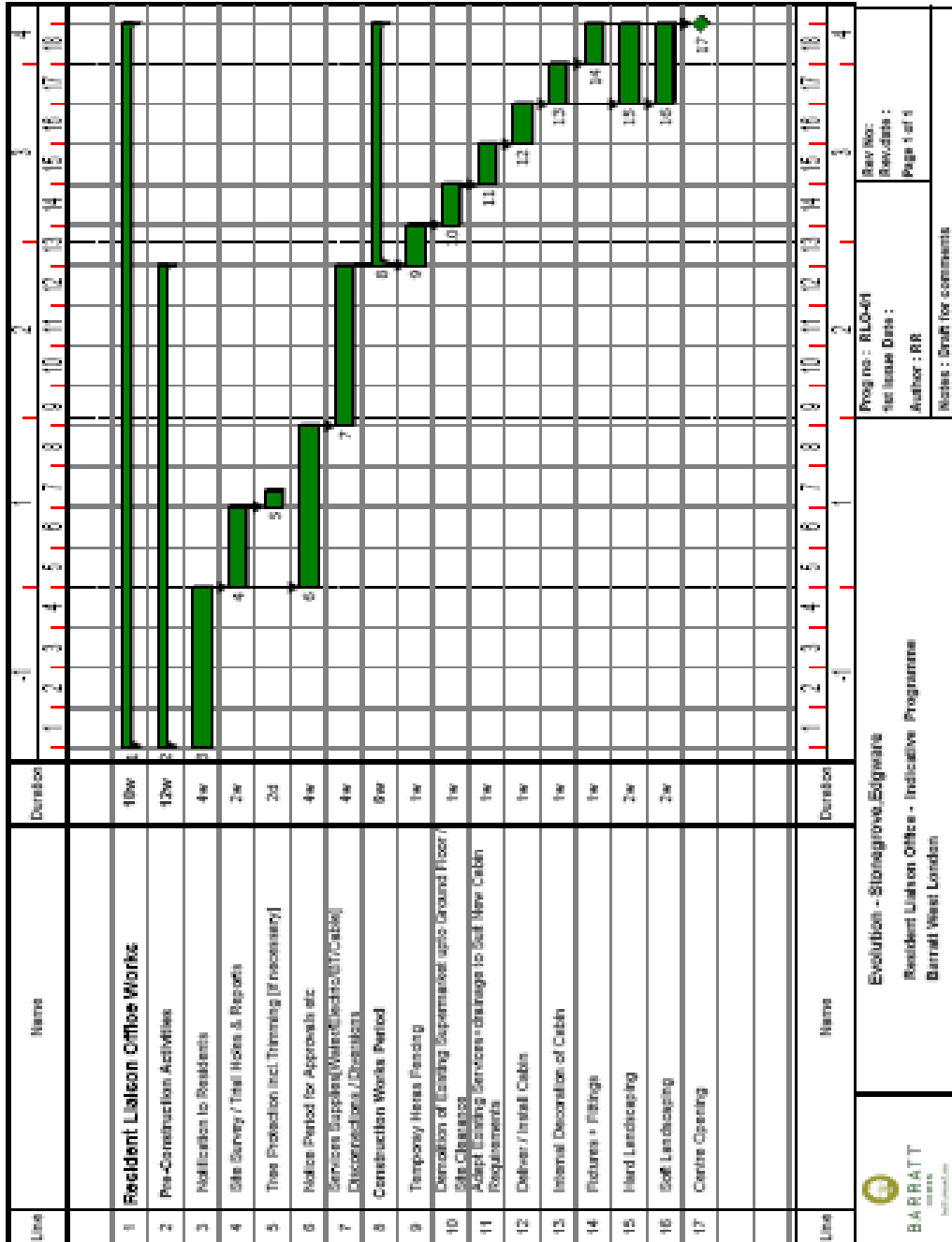
Security lighting will be installed along with appropriate signage. The external works will complement the area.

Security will include spot checks on personnel as they leave site. Appropriate notices/warnings regarding the consequences of operative's involved in theft or causing malicious damage will be displayed and policies communicated during induction.

Readily removable elements susceptible to theft will not be fitted until the unit can be secured and a controlled key issue procedure implemented.

Hoardings

Hoardings have already will be erected to the site consisting of 2.4m solid timber panels. Hoardings will be decorated in an agreed livery and maintained daily to ensure the project is always properly presented.



THE COMMON SEAL of)
LONDON BOROUGH OF BARNET)
was hereunto affixed in the presence of:)

Signed for and on behalf of)
UNITARY LIMITED)
by:)

Director

Director/Company Secretary

EXECUTED as a DEED by)
BARRATT DEVELOPMENTS PLC)
acting by:)

Director

Director/Company Secretary

IN WITNESS of which this Deed has been duly executed and is delivered on the date written at the beginning of this Deed.

The Common Seal of
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF BARNET)
was hereunto affixed in the presence of:)

Mayor

Head of Legal

Signed for and on behalf of)
Barratt Developments Plc)
by:)

Director

Director/Company Secretary

Signed for and on behalf of)
Unitary Limited)
by:)

Director

Director/Company Secretary

The Common Seal of Family Mosaic Housing)

was hereunto affixed to this)
Deed in the presence of:)

Authorised Signatory

Authorised Signatory