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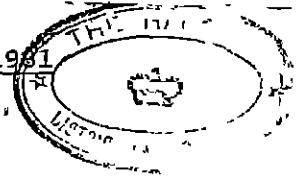
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ISSUED BY THE HARROW DISTRICT LAND REGISTRY
NGL 403637

DATED 6th AUGUST 1981



THE CHURCH COMMISSIONERS FOR ENGLAND (1)

-and-

MINALL PROPERTY DEVELOPMENT LIMITED (2)

RENTCHARGE DEED

NABARRO NATHANSON
76 Jermyn Street
London SW1Y 6NR

8/DG/ja
MC
21.7.81

We certify this to be a true copy
of the original herein

Nabarro Nathanson

7. viii. 81

① NGL 403637

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Draft Transfer of Part

Stamp Sop

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

London Borough : City of Westminster
Title Number : NGL 399830
Property : 19b, 21-39 (odds inclusive) 53 and 55
Clifton Gardens, 1-8 (consecutive) and
8a Randolph Road, 1-25 (odds inclusive)
Randolph Avenue and 13A Randolph Mews
and 1-34 (consecutive) Clarendon Gardens
Maida Vale London W9

THIS RENTCHARGE DEED is made the 5th day of August
One thousand nine hundred and eighty one B E T W E E N the
Commissioners of the one part and
the Amenity Company of the other part

WHEREAS

0.1 In this Deed unless the context otherwise requires:

- 0.1.1 "Commissioners" means THE CHURCH
COMMISSIONERS FOR ENGLAND
- 0.1.2 "Amenity Company" means MINALL PROPERTY
DEVELOPMENT LIMITED
(Company Registered
Number 1558802) known or
to be known as CLARENDON
AMENITY LIMITED or its
successors in title the
registered proprietor for
the time being at HM Land

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Registry of the Estate
Rentcharges hereafter
defined

0.1.3 "Estate Plan" means the plan annexed to
this Deed

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

0.1.5 "Estate" means one only of the
Transferable Properties
means the aggregate of
the Transferable
Properties

0.1.6 "Freehold Owner" means a transferee
hereafter from the
Commissioners of one (or
more) of the Transferable
Properties and his
successors in title and
until a transfer thereof
takes place means the
Commissioners and
"Freehold Owners" has a
corresponding meaning

- 0.1.7 "Deed of Covenant" means the Deed of Covenant the form whereof is set out in the Fifth Schedule hereto
- 0.1.8 "Nominal Rentcharge" has the meaning ascribed to that expression in sub-clause 4.1 hereof and the expression "Nominal Rentcharges" has a corresponding meaning
- 0.1.9 "Variable Rentcharge" has the meaning ascribed to that expression in sub-clause 4.2 hereof and the expression "Variable Rentcharges" has a corresponding meaning
- 0.1.10 "Estate Rentcharges" means the aggregate of the Nominal Rentcharge and Variable Rentcharge secured on each Transferable Property
- 0.1.11 "Estate Services" means the services covenanted by the Amenity Company in Clause 2 hereof to be provided to or for the benefit of the Estate

- 0.1.12 "Financial Year" have the meanings
"Relevant Financial respectively ascribed
Year" "Accountant" to them in the Third
and "Certificate" Schedule hereto
- 0.1.13 "Painting means the costs expenses
Expenditure" and outgoings incurred by
the Amenity Company in
the performance of the
covenants on its part
contained in Sub-clause
2.1 hereof
- 0.1.14 "General Amenity means the costs expenses
Expenditure" and outgoings incurred by
the Amenity Company in
the performance of the
covenants on its part
contained in Clause 2
hereof not being Painting
Expenditure and includes
- 0.1.14.1 the cost of and
incidental to the
determination and
calculation of the
Variable Rentcharges and
the interim payments to
be made in respect
thereof and in particular

the cost of preparing and distributing copies of the Certificate and the accounts prepared for the purpose thereof and the fees and disbursements of the Accountant and

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

0.1.14.3 all other expenditure incurred by the Amenity Company in and about the maintenance and proper and convenient management and running of the Estate including without prejudice to the generality of the foregoing the appointment and remuneration of

0.1.15 "Estate
Expenditure"

managing and other agents
contractors solicitors
surveyors and accountants
means the aggregate of
the heads of expenditure
hereinbefore defined that
is to say Painting
Expenditure and General
Amenity Expenditure and
is further defined in
Paragraph 6 of the Third
Schedule hereto and
includes the recovery of
Value Added Tax incurred
or chargeable under any
head of expenditure

0.1.16 "Transfer"

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

0.1.17 "Perpetuity
Period"

means the period of
eighty years from the
date hereof (which shall

be the perpetuity period applicable to this Deed under the Rule against Perpetuities)

0.1.18 "Planning Acts"

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

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

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

0.4 In furtherance of such scheme the Amenity Company has agreed to provide certain services to the Estate and the Commissioners have agreed to create and to pay Estate Rentcharges to the Amenity Company in manner hereafter appearing

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

NOW THIS DEED WITNESSETH as follows:-

1. Grant of Right

IN PURSUANCE of the said agreements and in consideration of the covenants on the part of the Amenity Company hereinafter contained the Commissioners HEREBY GRANT to the Amenity Company in fee simple the right mentioned in the First Schedule hereto

2. Covenants by the Amenity Company

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

2.1 Paint Exterior

To paint and decorate all parts previously painted and decorated of the exterior elevations of each

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

2.2 Amenity Company to join in transfers

that the Amenity Company will join in the execution of each and every transfer by the Commissioners of a Transferable Property being a transfer in the form of the Transfer or as near thereto as circumstances may admit or require

3. Enforcement of covenants

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

3.1 Security for Costs

the Amenity Company shall not be required to incur any legal or other costs under this sub-clause

unless and until such security as the Amenity Company in its absolute discretion may require shall have been given by the Freehold Owner or mortgagee requesting such enforcement

3.2 Counsel's Opinion

the Amenity Company may in its absolute discretion before taking any steps by way of enforcement under this sub-clause require the Freehold Owner or mortgagee requesting such enforcement at his own expense to obtain for the Amenity Company from Counsel of not less than seven years standing to be nominated by the Amenity Company advice in writing as to the merits of any contemplated action in respect of the matters in issue and in that event the Amenity Company shall not be bound to bring or procure to be brought any such action unless the said Counsel advises that if brought such action is likely to succeed

4. Creation of Estate Rentcharges (Rentcharges Act 1977)

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

4.1 The Nominal Rentcharge

A perpetual yearly estate rentcharge of One Pound (£1.00) (herein this Deed referred to as the "Nominal Rentcharge") for ever after issuing and

payable out of each Transferable Property and out of all other the buildings and erections now standing or hereafter erected upon the site of each Transferable Property the total amount of which individual Nominal Rentcharges being the sum of Sixty nine Pounds (£69.00) to be paid in advance without deduction on the 25th day of December in every year and

4.2 The Variable Rentcharge

A perpetual yearly estate rentcharge (in this Deed referred to as the "Variable Rentcharge") for ever after issuing and payable out of each Transferable Property and out of all other the buildings and erections now standing or hereafter erected upon the site of each Transferable Property of an amount in the case of each Transferable Property equal to the aggregate of the several percentages (a) of General Amenity Expenditure shown against the address of each such Transferable Property in Part II of the Third Schedule hereto and (b) of Painting Expenditure (if any) as applying to the several blocks of Transferable Properties within the Estate into one of which each Transferable Property falls whose Freehold Owner is liable to pay Painting Expenditure as shown against the address of each relevant Transferable Property in Part III of the said Third Schedule.

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4.3 Individuality of Estate Rentcharges

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

5. Charge

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

6. Covenants by the Commissioners

6.1 THE Commissioners HEREBY COVENANT with the Amenity Company

6.1.1 Shares in the Amenity Company

To subscribe for and become registered

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

6.1.2 To pay Estate Rentcharges

To pay to the Amenity Company the Nominal Rentcharge in respect of each Transferable Property at the times and in manner aforesaid and also to pay the Variable Rentcharge in respect of each Transferable Property at the times and in manner provided for in Part I of the Third Schedule hereto

6.1.3 As to Transfers of the freeholds

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

6.1.4 Covenant for Title

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

6.2 Other obligations

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

7. PROVISOS AND DECLARATIONS

7.1 Entry and other remedies

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

of entry or of any other right or claim on the part of the Amenity Company to enter upon such Transferable Property as aforesaid or any part thereof in the name of the whole and thereupon

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

7.2 Estate Services proviso

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

7.2.1 Interruption

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

7.2.2 Acts of Agents etc.

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

7.3 Liability of Commissioners

The Commissioners and the Amenity Company hereby

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

8. Construction

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

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

THE FIRST SCHEDULE above referred to

Right granted by this Deed

The right of entry onto the Transferable Properties or any of them at all reasonable times in the daytime (or at any time in case of emergency) for the purpose of carrying out or complying with its obligations with regard to the Estate hereinbefore contained

(21) N.J.C. 4:5-3-1

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

<u>Column 1</u>	<u>Column 2</u>
<u>Address of Transferable Property</u>	<u>Number of Shares in Amenity Company</u>
19b Clifton Gardens	1
21 Clifton Gardens	1
23 Clifton Gardens	1
25 Clifton Gardens	1
27 Clifton Gardens	1
29 Clifton Gardens	1
31 Clifton Gardens	1
33 Clifton Gardens	1
35 Clifton Gardens	1
37 Clifton Gardens	1
39 Clifton Gardens	1
53/55 Clifton Gardens	1
1 Randolph Road	1
2 Randolph Road	1
3 Randolph Road	1
4 Randolph Road	1
5 Randolph Road	1
6 Randolph Road	1
7 Randolph Road	1
8 Randolph Road	1
8a Randolph Road	1
1 Randolph Avenue	1
3 Randolph Avenue	1
5 Randolph Avenue	1
7 Randolph Avenue	1
9 Randolph Avenue	1
11 Randolph Avenue	1
13 Randolph Avenue	1
15 Randolph Avenue	1
17 Randolph Avenue	1
19 Randolph Avenue	1
21 Randolph Avenue	1
23 Randolph Avenue	1
25 Randolph Avenue	1
13A Randolph Mews	1
1 Clarendon Gardens	1
2 Clarendon Gardens	1
3 Clarendon Gardens	1
4 Clarendon Gardens	1
5 Clarendon Gardens	1
6 Clarendon Gardens	1
7 Clarendon Gardens	1

Address of Transferable
Property

Number of Shares
in Amenity Company

8 Clarendon Gardens	1
9 Clarendon Gardens	1
10 Clarendon Gardens	1
11 Clarendon Gardens	1
12 Clarendon Gardens	1
13 Clarendon Gardens	1
14 Clarendon Gardens	1
15 Clarendon Gardens	1
16 Clarendon Gardens	1
17 Clarendon Gardens	1
18 Clarendon Gardens	1
19 Clarendon Gardens	1
20 Clarendon Gardens	1
21 Clarendon Gardens	1
22 Clarendon Gardens	1
23 Clarendon Gardens	1
24 Clarendon Gardens	1
25 Clarendon Gardens	1
26 Clarendon Gardens	1
27 Clarendon Gardens	1
28 Clarendon Gardens	1
29 Clarendon Gardens	1
30 Clarendon Gardens	1
31 Clarendon Gardens	1
32 Clarendon Gardens	1
33 Clarendon Gardens	1
34 Clarendon Gardens	1

THE THIRD SCHEDULE above referred to

The Variable Rentcharge

Part I

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

2. Definitions

2.1 "Financial Year"

means in relation to Estate Expenditure the period from the ~~first~~ ^{first} day of ~~March~~ ^{March} in each year to the ~~twenty-eighth~~ ^{twenty-eighth} day of ~~February~~ ^{February} in the following year or such other annual period as the Amenity Company may in its discretion from time to time determine as being that for which the accounts of the Amenity Company shall be made up

2.2 "Relevant Financial Year"

in relation to the determination of the Variable Rentcharge means the financial year for which the amount of the Variable Rentcharge is being determined

2.3 "Accountant"

means an independent accountant appointed by the Amenity Company who shall be a member of a body of accountants

established in the United Kingdom and for the time being recognised by the Secretary of State for the purposes of Section 161(1)(a) of the Companies Act 1948

2.4 "Certificate" means a written statement certified by the Accountant

3. The amount of the Variable Rentcharge shall be ascertained and certified by the Accountant annually and so soon after the end of the Financial Year as may be practicable and shall relate to such year

4. A copy of the Certificate for the Relevant Financial Year shall be supplied by the Amenity Company to each Freehold Owner without charge

5. The Certificate shall contain a fair summary of the Estate Expenditure incurred by the Amenity Company during the Relevant Financial Year and specifying a sum as the amount of the Variable Rentcharge payable by each Freehold Owner AND the Certificate shall be conclusive and binding on the Amenity Company and each Freehold Owner as regards all matters contained specified or certified therein (other than any question of law)

6. The expression "Estate Expenditure" as hereinbefore in Clause 0.1.15 defined and used shall be

deemed to include not only Estate Expenditure actually disbursed incurred or made by the Amenity Company during the Relevant Financial Year but also such sum or sums on account of any other items of Estate Expenditure whether of a unique or of a periodically recurring nature and whether recurring by regular or irregular periods and whenever disbursed incurred or made and whether before or after the Relevant Financial Year as the Accountant may in his absolute discretion consider it reasonable to include (whether by way of amortisation of costs expenses and outgoings already incurred or by way of provision for anticipated future costs expenses and outgoings or otherwise) in the amount of Estate Expenditure for the Relevant Financial Year

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

8. As soon as practicable after the signature of the Certificate the Amenity Company shall furnish to each

Freehold Owner an account of the Variable Rentcharge payable by the Freehold Owner for such Financial Year in respect of each Transferable Property of which he is Freehold Owner due credit being given therein for any interim payment made by the Freehold Owner in respect of such Financial Year and upon the furnishing of such account there shall be paid by the Freehold Owner to the Amenity Company the Variable Rentcharge payable as aforesaid or any balance thereof shown to be payable or credit shall be given by the Amenity Company to the Freehold Owner for any amount which may have been overpaid by the Freehold Owner by way of interim payment as the case may require

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

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

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

10.2 if and insofar as any monies received by the Amenity Company during any Financial Year by way of Variable Rentcharge are not actually expended by the Amenity Company during that Financial Year on Estate Expenditure the Amenity Company shall hold those monies on trust to expend them in subsequent Financial Years on Estate Expenditure and subject thereto upon trust for the Freehold Owners absolutely

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

Part II

Column 1
Address of Transferable
Property

Column 2
General Amenity
Expenditure

% Contribution

19b Clifton Gardens	1.4388
21 Clifton Gardens	1.4388
23 Clifton Gardens	1.4388
25 Clifton Gardens	1.4388
27 Clifton Gardens	1.4388
29 Clifton Gardens	1.4388
31 Clifton Gardens	1.4388
33 Clifton Gardens	1.4388
35 Clifton Gardens	1.4388
37 Clifton Gardens	1.4388
39 Clifton Gardens	1.4388
53/55 Clifton Gardens	2.8776
1 Randolph Road	1.4388
2 Randolph Road	1.4388
3 Randolph Road	1.4388
4 Randolph Road	1.4388
5 Randolph Road	1.4388
6 Randolph Road	1.4388
7 Randolph Road	1.4388
8 Randolph Road	1.4388
8a Randolph Road	1.4388
1 Randolph Avenue	1.4388
3 Randolph Avenue	1.4388
5 Randolph Avenue	1.4388
7 Randolph Avenue	1.4388
9 Randolph Avenue	1.4388
11 Randolph Avenue	1.4388
13 Randolph Avenue	1.4388
15 Randolph Avenue	1.4388
17 Randolph Avenue	1.4388
19 Randolph Avenue	1.4388
21 Randolph Avenue	1.4388
23 Randolph Avenue	1.4388
25 Randolph Avenue	1.4388
13A Randolph Mews	0.7228
1 Clarendon Gardens	1.4388
2 Clarendon Gardens	1.4388
3 Clarendon Gardens	1.4388
4 Clarendon Gardens	1.4388
5 Clarendon Gardens	1.4388
6 Clarendon Gardens	1.4388
7 Clarendon Gardens	1.4388
8 Clarendon Gardens	1.4388

Column 1
Address of Transferable
Property

Column 2
General Amenity
Expenditure

% Contributions

9 Clarendon Gardens	1.4388
10 Clarendon Gardens	1.4388
11 Clarendon Gardens	1.4388
12 Clarendon Gardens	1.4388
13 Clarendon Gardens	1.4388
14 Clarendon Gardens	1.4388
15 Clarendon Gardens	1.4388
16 Clarendon Gardens	1.4388
17 Clarendon Gardens	1.4388
18 Clarendon Gardens	1.4388
19 Clarendon Gardens	1.4388
20 Clarendon Gardens	1.4388
21 Clarendon Gardens	1.4388
22 Clarendon Gardens	1.4388
23 Clarendon Gardens	1.4388
24 Clarendon Gardens	1.4388
25 Clarendon Gardens	1.4388
26 Clarendon Gardens	1.4388
27 Clarendon Gardens	1.4388
28 Clarendon Gardens	1.4388
29 Clarendon Gardens	1.4388
30 Clarendon Gardens	1.4388
31 Clarendon Gardens	1.4388
32 Clarendon Gardens	1.4388
33 Clarendon Gardens	1.4388
34 Clarendon Gardens	1.4388

PART III

Column 1
Address of Transferable
Property

Column 2
Painting Expenditure

% Contribution

Block comprising:-

- 1 Clarendon Gardens	5.128
2 Clarendon Gardens	5.128
3 Clarendon Gardens	5.128
4 Clarendon Gardens	5.129
5 Clarendon Gardens	5.129
6 Clarendon Gardens	5.129
7 Clarendon Gardens	5.129
- 8 Clarendon Gardens	6.410

(30), 111 1 2 3 4



Column 1
Address of Transferable
Property

Column 2
Painting Expenditure

% Contribution

9 Clarendon Gardens	6.410
10 Clarendon Gardens	6.410
11 Clarendon Gardens	6.410
12 Clarendon Gardens	6.410
13 Clarendon Gardens	6.410
14 Clarendon Gardens	6.410
15 Clarendon Gardens	6.410
16 Clarendon Gardens	6.410
17 Clarendon Gardens	6.410

Block comprising:-

18 Clarendon Gardens	6.1729
19 Clarendon Gardens	6.1729
20 Clarendon Gardens	6.1729
21 Clarendon Gardens	6.1729
22 Clarendon Gardens	6.1729
23 Clarendon Gardens	6.1729
24 Clarendon Gardens	6.1729
25 Clarendon Gardens	6.1729
26 Clarendon Gardens	6.1729
27 Clarendon Gardens	6.1729
28 Clarendon Gardens	6.1729
29 Clarendon Gardens	6.1729
30 Clarendon Gardens	6.1729
31 Clarendon Gardens	4.9381
32 Clarendon Gardens	4.9381
33 Clarendon Gardens	4.9381
34 Clarendon Gardens	4.9380

THE FOURTH SCHEDULE above referred to

Covenants affecting Transferable Properties

1. Repair and decoration

1.1 Repair

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

Property and exclusively serving the same and to make good all damage occasioned to the Transferable Property

1.2 Maintenance etc

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

1.3 External Painting

To paint and decorate all parts of the exterior of each Transferable Property previously painted and decorated as are outside the scope of the covenant by the Amenity Company in sub-clause 2.1 hereinbefore contained in such a manner and where appropriate in British Standard Colour Number 08 B 15 or in a colour to be determined from time to time by the Amenity Company and in particular to paint and decorate such parts of the exterior as aforesaid at least once in every period of five years save that any part thereof treated with substances which require re-application less frequently than once in every five years shall be so treated as and when proper and necessary to do so to maintain the condition and appearance thereof

2. Insurance and Reinstatement

2.1 Cover

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

2.2 Reinstatement

So often as any building forming part of a Transferable Property shall be destroyed or damaged by fire or any other risk to rebuild and reinstate it as soon as practicable to its former state or as near thereto as is consistent with the bye-laws regulations and planning or development schemes of any competent authority and applying all monies received in respect of such insurance towards such rebuilding or reinstatement and if such monies shall prove insufficient for that purpose to complete such rebuilding or reinstatement out of the Freehold Owner's own monies

3. External alterations and building

3.1 External

No alteration shall be made to the external

appearance of any building forming part of a Transferable Property (including the colouring scheme) except with the prior written consent of the Amenity Company

3.2 Other

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

4. Signs etc

Not to place or affix or permit to be placed or affixed any name writing drawing signboard plate or placard of any kind on or in any window or on the exterior of any structure forming part of a Transferable Property except with the prior written consent of the Amenity Company

5. Hanging of Clothes etc

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

6. Refuse etc

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

7. Inspection and co-operation

7.1 To permit the Amenity Company its agents or

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

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

8. Conditions of transfer

8.1 Not to transfer any share or shares in the Amenity Company registered in the name of a Freehold Owner (hereinafter called "Shareholding") to any person other than one who is or is about to be a Freehold Owner of the relevant Transferable Property

8.2 Not to transfer any Transferable Property except to a transferee

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

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

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

8.4 That if at any time the Freehold Owner (being the holder of a Shareholding) shall not be registered as the proprietor thereof the Freehold Owner will upon being requested to do so by the Amenity Company apply to the Amenity Company to be registered as such proprietor

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

9. Costs of Notices

To pay all costs charges and expenses (including Solicitors' costs and Surveyors' Fees) incurred by the

Amenity Company for the purpose of or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 requiring a Freehold Owner to remedy a breach of any of the covenants herein contained notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court

10. Statutory Requirements

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

11. User of Transferable Properties

- 11.1 Not to commit or permit or suffer any waste spoil or destruction in or upon any of the Transferable Properties
- 11.2 Not to use or permit or suffer to be used any Transferable Property for any purpose from which a nuisance can arise to Freehold Owners or other the residents of other parts of the Estate or for any illegal or immoral purpose and not to hold or permit to be held any auction on any Transferable Property but to

use or permit the same to be used only for such use or uses as may be either established or which do not contravene planning control for the time being under the Planning Acts

12. Consent of Amenity Company

12.1 Before

12.1.1 making any application to the relevant authority for planning permission for a change of use or for any other development or

12.1.2 changing from one type of use to another of the same type and within the same use class as designated in the Schedule to the Town and Country Planning (Use Classes) Order 1972 or any modification thereof for the time being in force or

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

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

13. INTEREST

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

THE FIFTH SCHEDULE above referred to

Form of Deed of Covenant

THIS DEED OF COVENANT is made the _____ day

of 19 B E T W E E N

of

(hereinafter called "the Purchaser") of the one part and CLARENDON AMENITY LIMITED (Company Registered Number 1558802) (hereinafter called "the Amenity Company") of the other part

WHEREAS:

(1) Words and expressions used herein have the meanings ascribed to them respectively in the Rentcharge Deed (hereinafter called "the Rentcharge Deed") dated the _____ day of _____ 1981 made between the Commissioners (1) and the Amenity Company (2)

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

(hereinafter called "the Relevant Transferable Property")

dated _____ day of _____ 19 _____

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

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

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

running with the land or of a purely personal or collateral nature)

IN WITNESS etc

THE SIXTH SCHEDULE above referred to
Form of Transfer of Part subject to Estate Rentcharges)

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

London Borough: City of Westminster

Title Number: NGL 399830

Property:

TRANSFER OF PART

THIS TRANSFER is made the day of One
thousand nine hundred and eighty BETWEEN the
Commissioners of the first part the Amenity Company of the
second part and the Transferee of the third part

WHEREAS

0.1 Words and expressions used herein have the
meanings ascribed to them respectively in the Rentcharge
Deed hereinafter defined

0.2 The following words and expressions used herein
have the following meanings unless the context otherwise
requires:-

- | | | | |
|-----|---------------------------|-----------------------------|-----------------------------|
| (a) | "Transferee" | means | |
| | | | of |
| (b) | "Transferred
Premises" | means that one /or more/ of | the Transferable Properties |

(41 NGL 403037)

more particularly described in the First Schedule hereto

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

NOW THIS DEED WITNESSETH as follows:-

1. Transfer

IN consideration of the sum of pounds (£) paid to the Commissioners on or before the execution hereof (the receipt whereof the Commissioners hereby acknowledge) and of the covenants on the part of the Transferee hereinafter contained the Commissioners HEREBY TRANSFER and the Amenity Company where appropriate as Beneficial Owner HEREBY GRANTS unto the Transferee the Transferred Premises TOGETHER WITH the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned EXCEPTING AND RESERVING as mentioned in the Third Schedule hereto SUBJECT TO the

Nominal Rentcharge of One Pound and also to the Variable Rentcharge relating to the Transferred Premises as referred to and set out in the Third Schedule to the Rentcharge Deed and SUBJECT TO all powers and remedies for securing payment of the Estate Rentcharges contained in the Rentcharge Deed and SUBJECT TO and where applicable with the benefit of the documents and other matters mentioned in the Fourth Schedule hereto

2. Covenants by Freehold Owner

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

2.1 pay the Estate Rentcharges secured on the Transferred Premises at the times and in the manner set out in the Rentcharge Deed

2.2 observe and perform all the covenants contained in the Fourth Schedule to the Rentcharge Deed insofar as they relate or apply to the Transferred Premises or the Freehold Owner thereof

3. Commissioners' Covenant for Title

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

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

4. Covenants by the Amenity Company

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

(44) right to be added

5. Further Agreement and Declaration

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

5.1 Liability of the Commissioners

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

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

5.2 Liability of Freehold Owner

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

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

5.3 Covenants by Joint Transferees

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

6. Entry of Restriction

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

7. Construction

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

8. Certificate of value

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

IN WITNESS etc

THE FIRST SCHEDULE above referred to

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

in the City of Westminster

THE SECOND SCHEDULE above referred to

Easements rights and privileges included in the Transfer

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

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

such ventilators sewers drains pipes wires cables and conduits as aforesaid

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

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

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

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

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

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

108 191 240 36 27

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

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

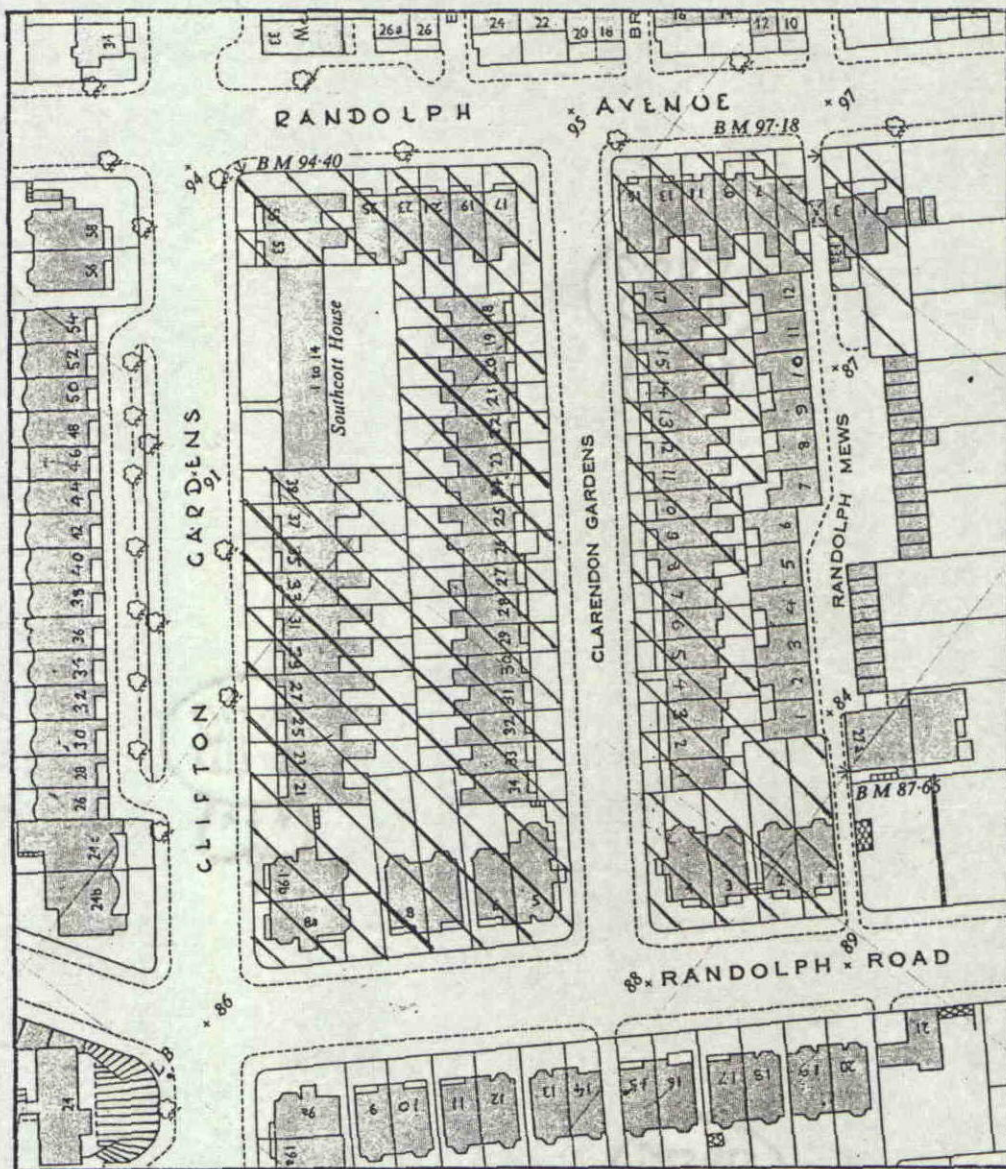
3. The right of entry upon the Transferred Premises or any part thereof at all reasonable times in the daytime upon giving previous written notice (or at any time and without notice in case of emergency) for the purposes of carrying out repairs renewals decorations or cleansing of those parts of the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

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

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

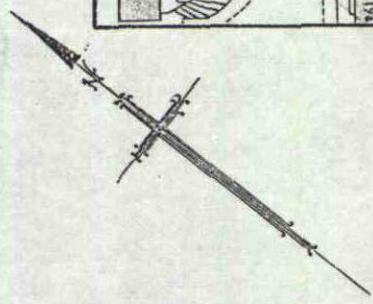
(end of Eighth Schedule)

(49) 1191 1. 12. 23



CHESTERTONS
26, CLIFTON ROAD, W9

TRANSFERABLE PROPERTIES



H137

H M LAND REGISTRY

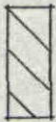
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COPY (liable to distortion in scale)

of plan to D. eed

dated 6/8/1981

6180



Scale 1:1250