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SECTION TWO

DOCUMENTS SUPPLIED: -

- A. COPY AGREEMENT FOR SALE WITH PLAN AND ASSURANCE ANNEXED (SUPPLIED SEPARATELY)
- B. TECHNICAL SUMMARY /ENVIRONMENTAL STATEMENT
- C. COPY OFFICE COPY ENTRIES in the Register and a reduced coloured copy of the Filed Plan for Title Number SGL605484
- D. COPY TRANSFER dated 23rd March 2001 between Wellcome Foundation Limited (1) and Laing Homes Limited (2)
- E. COPY TRANSFER dated 7th September 1998 between Wellcome Foundation (1) and Laing Homes Limited (2)
- F. COPY of "PLAN 3" referred to in the above transfer – flood plain data plan
- G. COPY DEED OF COVENANT dated 7th September 1998 between Laing Homes Limited (1) and The Wellcome Foundation Limited (2)
- H. *CERTIFICATE IN FORM 102 in lieu of an office copy of the Filed Plan
- I. COPY SECTION 106 AGREEMENT dated 24th December 1997 between The Wellcome Foundation Limited (1) and Glaxo Wellcome plc (2) and The London Borough of Bromley (3)
- J. COPY PLANNING PERMISSION (S) application number 97.2062 dated 24th December 1997 (outline) and application number 00/01227 dated 13th July 2000 (Phase 3)
- K. COPY APPROVAL OF RESERVED MATTERS/APPROVAL TO DETAILS (where available)
- L. NHBC ACCEPTANCE OF INITIAL NOTICE (in lieu of Building Regulations approval)
- M. PRE-CONTRACT INFORMATION SHEET IN LIEU OF REPLIES TO ENQUIRIES BEFORE CONTRACT (including plan showing position of the proposed Vodaphone mast)
- N. POST CONTRACT INFORMATION SHEET IN LIEU OF REPLIES TO REQUISITIONS
- O. PRECIS of SECTION 104 (SEWERS) AGREEMENT
- P. COPY WAYLEAVE AGREEMENT between BT (1) and Laing Homes Limited (2)

dated 3rd March 2000

- Q. COPY MANAGEMENT SCHEME
- R. COPY MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE
MANAGEMENT COMPANY
- S. COPY INSURANCE SCHEDULE/POLICY
- T. COPY DEED OF EASEMENT dated 31st August 2001

N.B

ANY DOCUMENTS MARKED WITH AN ASTERISK WILL FOLLOW WHEN AVAILABLE

INFORMATION SHEET

Please note that the information supplied below has been given in good faith and in the belief that it is correct. It does not, however, obviate the need for Buyers' solicitors to make their own investigations and enquiries and to satisfy themselves as to title matters, and to make their own enquiries and investigations regarding planning matters. Where these notes include notes relating to the management arrangements the notes have been prepared as a matter of courtesy and in the hope that they will assist the purchaser and his advisers to understand the management structure of this estate. They are not intended to form any representation as to the contents of the Lease or Transfer, which documents will prevail.

1. INTRODUCTION

This development is on land formerly in the ownership of Glaxo Wellcome and was known as Langley Court. A brief history and description of the site is set out in the Technical Summary supplied with the sales documentation. "Langley Park" is the marketing name for this Development.

The development comprises a gated community of newly constructed houses and apartments, two further refurbished sites which are being developed by a separate developer, Faulkner Associates and further areas designated for additional residential development.

Entry to the estate is via electro-mechanical gates and security features include CCTV cameras and a 24 hour security presence. There are extensive formal and informal landscaped grounds. The roads and grounds within the development will be managed by a Management Company, Peverel OM Limited.

The estate is approached from South Eden Park Road, the nearest existing public highway.

This phase, Phase 3, was previously described as "Area A" and there may be references elsewhere in the documentation to "Area A".

2. SEARCHES

The Local Authority for local search purposes is the London Borough of Bromley. It will not be necessary for plans to be supplied with local searches as an Estate Layout Plan has been lodged with the Council. Searches should be marked with the official postal address..

The postal address can be found in the draft Transfer immediately after the plot description.

The Land Registry have requested that when making applications for a search you should please quote the plot number of the property and if there is a parking space or garage as a separate parcel of land the parking space or garage number (which will be the same number as the plot) must also be quoted and should be prefixed "P" or "G" as appropriate.

3. CONTRACT AND ASSURANCE

The names of the Buyer(s) and the purchase price have been inserted in the draft Agreement and Transfer attached to the draft Agreement and taken from information supplied to the site sales office. Please check the spellings of all names and addresses and advise of any amendments required as soon as possible. One copy should be used as a fair copy for signature by your client.

An engrossment of Transfer will be supplied for your use together with plans.

For developments with a management company as party to the Transfer, the Transfer will be prepared in duplicate and the duplicate held by the management company for their records. It is requested that you submit the duplicate for stamping with the original and return the duplicate to this department once denoted.

Please note the documents are in standard form and no amendments will be permitted.

4. PLANS AND SPECIFICATIONS

The front of the Agreement will specify the house-type, a brief specification for which is available from the Sales office. Please note the legal department does not hold detailed plans and specifications or house-type details. Your client should check direct with the site Sales office where layout plans are generally available for inspection.

Specifications and plans will not form part of the agreement and are subject to plot specific variation and variations due to supplies of materials and Laing Homes' general policy of continuing improvement.

In particular, please note that landscaping proposals may not be agreed at the time of reservation but there may be a requirement of the local authority for planting to take place within the curtilage of the plot. This planting is normally carried out during the appropriate planting season and may be some time following completion. The transfer contains the right for the developer to carry out such planting and every effort is made to keep any disruption to the minimum but some disturbance must be expected. It is strongly recommended that the Buyer checks any landscaping proposals before carrying out extensive landscaping work to the garden.

Where legal boundaries consist of natural existing features and where it is intended to erect a fence for security or visual reasons, the fence will be erected as close to the natural boundary feature as possible but it must be appreciated that it is not possible in these circumstances to position any boundary fence precisely along the legal boundary.

This phase abuts and includes land which has been designated by the London Borough of Bromley in the Unitary Development Plan as Metropolitan Open Land ("MOL"). Where MOL is included within the curtilage of the plot, the boundary treatment will be open style fencing with additional immature planting which is intended to provide privacy after the passage of time. Please see the sections on

Title and Planning for further information.

5. NHBC DOCUMENTATION

The NHBC Form of Agreement ("Buildmark Scheme") will be supplied on exchange of Contracts.

The N.H.B.C. Registration Number of Laing Homes Limited is O2267.

The N.H.B.C. Registration Number of Laing Homes South East Thames –A Division of Laing Homes Limited is 77385

For conversion properties only the registration number for Laing Homes South East Thames – A division of Laing Homes Limited is C4857.

6. THE TITLE

The land which comprises this phase is registered under Title Number SGL605484 This is the main title for the development. Part of the land within this phase is designated as Metropolitan Open Land (see below). Copy office copies and a reduced coloured copy of the filed plan are supplied with this sales documentation.

A number of documents are referred to as being filed at the Land Registry in the entries in the Register.:

The Deed dated 7th September 1998 referred to in Entry No 3 of the Property Register is a Deed of Grant relating to a temporary haul road to allow construction traffic access to the site without recourse to the main estate roads. The haul road runs along the southern boundary of the existing Glaxo Wellcome site which is to the west of the residential site. A copy of this Deed is not supplied with the sales pack but can be supplied on request.

The Deed dated 30th November 1938 referred to in Entry No 6 of the Charges Register is a Deed of Grant granting a right to the then London Borough of Beckenham to lay a new surface water sewer from the existing sewerage system in Wickham Way. A plan was not supplied to that deed and in any event the existence and route of such a sewer is thought to be historic and does not affect the new sewer system constructed for this development. A copy of this Deed is not supplied with the sales pack but can be supplied on request.

The Deed dated 1st April 1944 referred to in Entry No 7 of the Charges Register relates to an easement to erect high tension electricity cables. The plans annexed to that deed are not detailed and the features shown can no longer be related to current features on the site. Individual plots are not believed to be affected. A copy is not supplied with the sales pack but can be supplied on request.

The Agreement under Seal dated 2nd September 1948 relates to the construction laying and subsequent maintenance repair replacement inspection alteration and renewal of a short length of gas service pipe . The

plan supplied with that agreement is not particularly detailed and the features shown on that plan no longer exist. It is thought to be in the vicinity of the refurbished site known as the Coach House which is on the eastern boundary of the development and is a considerable distance away from the land comprising Phase 3. A copy is not supplied but can be supplied on request.

The Lease dated 21st December 1964 relates to the position of a electricity substation, which is within the "square" of open space to the east of this phase. A copy of the Lease is not supplied but can be supplied on request.

The Agreement under Seal dated 24th December 1997 referred to in Entry No 11 of the Charges Register is the Section 106 Agreement which governs the development of the whole of the site and a copy is supplied with the sales pack.

The Deed of Covenant dated 7th September 1998 relates to the grant of rights of way over the estate roads for the benefit of the Commercial Land to the south and west of this development in the event that the commercial land obtains the benefit of planning permission for residential use, subject to the residential units contributing to the estate maintenance charge. A copy of the Deed of Covenant is supplied with the sales pack.

Whilst a copy of the main transfer to Laing Homes dated 7th September 1998 is not referred to as being filed as all its provisions are purported to be included in the individual entries, a copy is nevertheless supplied with the sales pack for ease of reference, but without full plans, which are too large and bulky to adequately copy.

The 7th September 1998 Transfer imposed a restrictive covenant on the adjacent commercial land intended to protect the interests of Laing Homes in the event of commercial development, so that building was not permitted within a 30-metre strip adjacent to Langley Park. The benefit of this covenant is not shown on the office copy entries. To ensure Laing Homes are able to develop the adjacent site should its negotiations be successfully concluded, the benefit of this restriction is specifically excluded from individual plot purchasers. Please see the provisions of the transfer.

A copy of Plan 3 to the 1998 Transfer is supplied and is referred to as being filed. This shows the position of the bund intended to provide flood protection for the site and the vicinity. The bund is in the open space to the south east of Phase 3 and it will be the management company's responsibility to inspect and maintain this bund, to which all residents contribute as part of the estate rent charge. It is believed that none of the supporting structure of the bund is within individual plots but as an additional precaution restrictive covenants are imposed not to do anything which would remove or compromise support for the bund.

Part of the land which makes up this phase is part of the land designated by the London Borough of Bromley as Metropolitan Open Land. As such, no buildings or hard-standings or structures of any kind are permitted on this land, which has been incorporated into the private gardens of the plots affected. The extent of the

MOL boundary is shown by a dotted line on the Conveyance plan. The boundary treatment will be chain link fencing and close boarded fences are not permitted. No greenhouses sheds conservatories tennis courts, gazebos or anything similar are permitted on this land. Please see transfer for the restrictions imposed. Please note that permitted development rights have been removed for the whole of the development and as such any buildings or hard-standings or structures of any kind would require express planning permission regardless of position. Laing Homes will not make any applications on behalf of purchasers for permissions or relaxation of these restrictions and purchasers must make any such applications themselves to the planning authority. In the event that permission or relaxation is granted, an application for waiver of the restrictive covenants may be considered by Laing Homes but Laing Homes' reserves its right to refuse to relax the restrictive covenants.

7. THE DEPOSIT NUMBER

The Land Certificate for Title Number SGL605484 has been placed on deposit and the deposit number is:-

SGL605484/DEP/8211965D

8. PLANNING PERMISSION

This particular phase of the development is being constructed pursuant to Planning permission number 00/01227 dated 13th July 2000, a copy of which is supplied. You will note that the proposal relates to Plots 1-37 (Area A). These plots have subsequently been renumbered as Plots 184-220 inclusive, to avoid confusion with the numbering of plots on earlier phases of the development.

The rest of the site has been developed pursuant to planning permissions 97.2062 (outline - whole site) a copy of which is supplied with the copy s106 agreement.

Phase 2 (previously designated as Area B) is being developed pursuant to application number DC/99/0176/FULL1 a copy of which can be supplied on request but which it is confirmed does not relate to this phase.

Your local search may disclose earlier permissions, which are not considered relevant, and copies of earlier permissions will NOT be supplied.

Please also note that this phase contains land designated as Metropolitan Open Land by the London Borough of Bromley Unitary Development Plan and planning permission for this phase has been granted on the basis that the planning layouts and fencing treatments and planting schemes submitted in support of that application took into account the UDP and its resulting restrictions on structure and hard-standings.

Your attention is also drawn to the Pre-Contract Information Sheet, which refers to notice having been given to Laing Homes of the application to erect a Vodaphone telecommunications mast on land not within Laing Homes ownership but which is near the main entrance to the development. Representations objecting to this positioning have been made by Laing Homes on behalf of Langley Park residents but any additional influence Laing Homes may be able to bring is limited.

9. LAING DEVELOPMENT POLICY

As part of its general development policy, Laing Homes Limited reserves the right to sell individual units or blocks of units to Housing Associations or other bodies. Accordingly some units may already or at sometime in the future be the subject of tenancy agreements.

10. BUILDING REGULATIONS

Buyer(s) should note that if application for Building Regulation approval has not been made to the Local Authority it has been made to NHBC Building Control Services Limited which is an Approved Inspector pursuant to the Building Act 1984 and the Building (Approved Inspectors etc.) Regulations 1985. In these cases inspections during the course of development will be undertaken by NHBC Building Control Services Limited and not by the Local Authority.

Once a dwelling has been completed NHBC will issue the Final Certificate required by the Building Act, which certifies that the Building Regulation work has been carried out satisfactorily.

NHBC will ensure that the Final Certificate is issued as soon as possible after completion of Building Regulation work. There may be some small delay in the issue of the Final Certificate but the NHBC have stated that no Buyer need delay legal completion of his/her/their purchase until the Final Certificate is issued because the NHBC will ensure that all Building Regulation work is satisfactorily completed.

Where the NHBC have been appointed as approved Inspector, a copy of the letter accepting the Initial Notice is provided for the purpose of Building regulation approval.

Please note that a Habitation certificate or letter in lieu will NOT be provided.

11. ROADS AND SEWERS

This development has shared services roads or other facilities which are not intended to become adopted and where it is considered impractical to demise the shared areas to individual plots.

The estate roads are all intended to remain private. The estate sewers are intended for adoption. A précis of the Section 104(Sewers) Agreement entered into for phases 1 and 2 is supplied with the sales pack. A supplemental S104 agreement is proposed for phase 3.

A Management Company has been appointed which will be responsible for the maintenance and repair of the estate roads, shared services and communal areas. Please read the section below which relates to management arrangements.

12. MANAGEMENT ARRANGEMENTS

A copy of the Management scheme is supplied with the sales package which sets out the proposed services to be provided by the company, the method of calculation of the annual rent charge and an estimate of the first years charges.

There will be no Residents Management Company set up by the Developer for this estate. Peverel OM Limited, part of the Peverel Group, will undertake management obligations in the Transfer ("The Management Company"). No shares are to be issued to the purchaser.

The Management Company will carry out services including the following: -

- Maintenance of the electro-mechanical gates and security systems.
- Maintenance of all roads and footpaths and other areas of hard landscaping not forming part of individual dwellings
- Maintenance of all soft landscaped areas (including the bund) not forming part of the individual dwellings
- Maintenance of all service media to the extent that such services are not intended for adoption and are not within the curtilage of individual dwellings and serve that dwelling exclusively;
- Third party and Material Damage Insurance in respect of the Managed Areas and Buildings Insurance in respect of Leasehold parts of the estate

N.B. This is not an exhaustive list and purchasers and their advisers should see the Transfer for the full list of management responsibilities.

Purchasers are responsible only for paying towards the services which they receive under the terms of their Transfer

It is intended that the extent of the Managed area as shown on the Site layout/Management Company plan (which is annexed to the Agreement for Sale/transfer) will be transferred to the Management Company following completion of all the plots.

The Management Company will arrange such insurance as is required for the common areas but insurance of the individual freehold properties will be the Buyers responsibility.

PLEASE NOTE THAT ON COMPLETION AN APPORTIONED AMOUNT OF THE FIRST YEARS RENT CHARGE WILL BE REQUIRED ON COMPLETION CALCULATED FROM THE DATE OF COMPLETION TO THE NEXT HALF YEARLY ACCOUNTING DATE REFERRED TO IN THE DRAFT TRANSFER

On a subsequent change of ownership notice must be given to the Management Company for which a small fee will be payable which is to ensure continuity of records for the recipient of the rent-charge. The fee will vary with time but is

currently in the region of £35 per notice

13. ESTIMATED COMPLETION DATES

Please ask your client to check with the Site Sales office as to the most recent estimates for the date that the property will be structurally complete. The Legal department does not hold details of the build programme for individual plots and requests for estimated dates leads to delay.

Please note that fixed dates will only be agreed if the property is structurally complete at the time of exchange (i.e. a stock unit).

At the time of reservation Laing Homes will endeavour to provide an estimated period during which it is expected that the plot will be ready. If the building programme results in this period altering, every effort will be made to notify the Buyers of the revised date period.

Please note that all dates given are ESTIMATED DATES ONLY and should not be relied upon until notice is served in accordance with the Agreement for Sale.

14. COMPLETION ARRANGEMENTS

Laing Homes Limited will give notice direct to your client of the anticipated date when the property will be ready for survey by your client's mortgagee's surveyor.

At that time your client will be invited to attend a pre-completion inspection and demonstration of their new Laing home.

The sales department may also send a copy of Laing Homes Limited's notice to you. This is for courtesy information purposes and is not to be treated as a notice requiring completion. You may however use this date as the date on which the property will be available for re-inspection purposes.

As it is becoming more common for lenders not to require a re-inspection, it is no longer the practice of Laing Homes to notify the lender direct of the re-inspection date.

The Legal Department will serve notice in accordance with Clause 2.1 of the Agreement on you.

On completion, arrangements will be made for the Building or Site Manager to call on your clients during the week following moving in to ensure everything is satisfactory and to action any minor items which require attention.

15. BANK DETAILS

Completion can take place at these offices or by post if you wish. The completion monies are to be sent by telegraphic transfer to Laing Homes Limited's bank account. The Speedsend system is not available for Laing Homes Limited's bank account. We cannot act as your agent on completion.

Please note we are not able to hold money to order.

Our Bank details are: -

National Westminster Bank plc,
501 Silbury Boulevard,
Saxon Gate East,
Central Milton Keynes,
Bucks.

Sort Code: 60-14-55

Account Number: 37440594

Account Name: Laing Homes Limited

Payment reference: Please quote the plot number and the first ten or so letters of
the development name.

LAING HOMES LIMITED

LEGAL SERVICES

FIRST PREPARED June 1999

LATEST REVISION 22nd August 2001



LAING Technology Group Limited

Maxted House, 13 Maxted Road
Hemel Hempstead, Herts, HP2 7DX
Telephone 01442 286 600
Facsimile 01442 286 650
e-mail ltg@laing.com

Technical Summary

LAING HOMES (SOUTH THAMES) LTD. DEVELOPMENT OF RESIDENTIAL LAND AT LANGLEY COURT, SOUTH EDEN PARK ROAD, BECKENHAM

The purpose of this statement is to provide prospective purchasers and their solicitors with information regarding previous land use together with details of environmental investigations that have been undertaken. Details associated with remediation measures and statutory approvals are noted. A copy of this document is provided automatically to your legal representative in the Solicitors Pack. A Technical File containing a complete record of investigations, remediation and approvals is held at our Area office and is available for inspection by purchasers or their professional advisors. A copy can be provided, if requested, but as this file is an extensive document a fee of £75 will be charged.

1. Site History

The 108 acre Langley Court site was first purchased by Sir Henry Wellcome in 1919 and in 1924 the ownership of the site was transferred to the Wellcome Foundation Limited. Prior to this the site was used as an estate with park and farm land. Until 1995 the site was operated initially by Wellcome and subsequently by Glaxo Wellcome as a facility for research, development and associated administration in a number of fields related to pharmaceutical production, the site consisting of numerous science and office buildings within a landscaped park enclosure centred around the former Langley Court Mansion house.

The merger of Glaxo and Wellcome in 1995 resulted in the closure of the majority of the Beckenham Wellcome Research Centre, with a 28 acre footprint retained for the new company's U.K. biopharmaceutical development and manufacturing operations. Of the balance 23 acres was designated for residential use with a further 40 acres dedicated to amenity/open space. The remaining 17 acres is owned by Joseph Samuel Developments and has planning consent for B1 (office use).

Laing Homes Limited have acquired land for development and commenced, in early 1998, a programme of facilitating works to prepare the site for residential use. As part of these preliminary activities 163 of the 950 trees that exist within the site were relocated to improve the aspect of both the proposed final open spaces and individual plot outlook. Four buildings of significance; the Mansion, Coach House, Chapel and Diary were preserved for refurbishment.

2. The Adjoining Glaxo Wellcome Facility

Over £15m has been invested in the last two years to upgrade and adapt the biopharmaceutical site to become a smaller stand-alone facility. This included the refurbishment of existing laboratories, the construction of a new building to provide additional office accommodation and conference facilities, installation of a new boiler system, demolition of redundant buildings and most recently the completion of the new site entrance in South Eden Park Road.

The majority of the 350 people employed at the Glaxo Wellcome site in Beckenham are directly involved in the creation of medicines to treat diseases such as cancer, arthritis and cystic fibrosis. Glaxo Wellcome drugs produced here include Wellferon, which plays an important role in the treatment of hepatitis and cancers, and Digibind, an antidote to overdose of the heart control drug Digoxin - which was itself discovered by a Wellcome scientist at Beckenham.



ENVIRONMENT
AGENCY

Environmental Protection Act 1990
Section 39

CERTIFICATE OF COMPLETION

Issued for Waste Management Licence DL037
The Wellcome Foundation Limited
Langley Court, South Eden Park Road, Beckenham, Kent, BR3 3BS.

Issued in accordance with Section 39 of the Environmental Protection Act 1990.

The Environment Agency is satisfied that the condition of the land to which the licence relates, so far as that condition is the result of the use of the land for the treatment, keeping, or disposal of waste (whether or not in pursuance of the licence) is unlikely to cause pollution of the environment or harm to human health.

NB: The issue of this Certificate does not imply that the land is suitable for development, or for any particular use.

SIGNED:

[Signature]

DATED:

31 July 1998

Environment Protection Manager
Thames South East Area
Swift House
Frimley Business Park
Camberley
Surrey GU16 5SQ

Our Ref DL170/MSW
Your Ref JML/83297/CC



ENVIRONMENT
AGENCY

19 August 1998

Mr J. Lewis
D. J. Freeman Solicitors
1 Fetter Lane
London
EC4A 1JB

Dear Mr Lewis,

**ENVIRONMENTAL PROTECTION ACT 1990 SECTION 39,
WASTE MANAGEMENT LICENCE SURRENDER.
LANGLEY COURT, SOUTH EDEN PARK ROAD, BECKENHAM, KENT, BR3 3BS.**

In reply to your letter dated the 4 August 1998 I can confirm that the licences issued under the Control of Pollution Act 1974 for the above site and listed below were 'handed back' prior to the 1st May 1994. These licences never became Waste Management Licences and were therefore never subject to the surrender procedure under the Environmental Protection Act 1990 Section 39.

- 1) Site Licence dated the 24 January 1980. No licence number,
- 2) Site Licence DL 170 dated the 21 June 1984.

Should you have any queries with regard to the above please do not hesitate to contact me on the telephone number listed below.

Yours sincerely,

Miranda Wycherley

Miranda Wycherley
Waste Licensing Officer

OFFICE COPY OF REGISTER ENTRIES

This office copy shows the entries subsisting in the register on 18 July 2001 at 08:35:25.
This date **must be quoted as the 'search from date'** in any official search application based on this copy.

Under s.113 of the Land Registration Act 1925, this copy is admissible in evidence to the same extent as the original.

Issued on 10 September 2001.

This title is dealt with by the Croydon District Land Registry.

HM Land Registry

Title Number : SGL605484



Edition Date : 5 July 2001

A: Property Register

containing the description of the registered land and the estate comprised in the Title.

BROMLEY

1. (12 January 1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Langley Court, South Eden Park Road, Beckenham.
2. (12 January 1999) The land has the benefit of the following rights granted by the Transfer dated 7 September 1998 referred to in the Charges Register:-

"The right in common with others entitled to the same:

1. following reasonable prior notice, to enter onto the Blue Land insofar as is necessary and at the Transferee's cost to make connections to those foul and surface water sewers and pipes, wires, cables and other conducting media ("Services") now or within the Perpetuity Period laid or to be laid within the Blue Land and intended to serve the Property and thereafter to use the same PROVIDED THAT (except in respect of Services installed pursuant to paragraph 2 of this Schedule, in which case the provisions of that paragraph apply) the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration).

2. with the prior approval of the Transferor as to routes and levels (such approval not to be unreasonably withheld or delayed for routes within footpaths verges open spaces or the intended sites thereof) and following reasonable prior notice, to enter onto the Blue Land to install at the Transferee's cost under in or over the Blue Land Services for the benefit of the Property PROVIDED THAT the Transferee will bear the costs of maintaining and keeping the same in good repair and condition. All such Services shall remain within the ownership and responsibility of the Transferee pending adoption.

3. following reasonable prior notice, to enter onto the Southern Land so

A: Property Register continued

far as necessary and at the Transferees cost to make connection to those sewers now or within the Perpetuity Period laid or to be laid within the Southern Land and in turn intended to serve the Property and thereafter to use the same PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration).

4. with the prior approval of the Transferor as to routes and levels (such approval not to be unreasonably withheld) and following reasonable prior notice to enter the Southern Land to install at the Transferee's cost under the Southern Land Services for the benefit of the Property. PROVIDED THAT the Transferee will bear the costs of maintaining and keeping the same in good repair and condition. All such services shall remain within the ownership and responsibility of the Transferee pending adoption.

5. following reasonable prior notice, to enter with or without workmen upon the Southern Land for the purposes of carrying out work to connect into and to use in connection with the Property flood storage in accordance with the requirements of the relevant authority (if any) at the cost of the Transferee.

6. following reasonable notice, to enter upon the Northern Land for the purpose of carrying out works in relation to the provision of sight lines and/or vision splays (insofar as the same are required to be provided by the Local Authority) and the right to remove any fencing, trees, shrubs, hedges or other structures (but not buildings) which may impede or obstruct any such sight lines and/or vision splays any such works to be carried out at the cost of the Transferee.

7. following reasonable notice to enter upon the Blue Land for the purposes of demolishing the building known as "Building 88" such work to be carried out at the cost of the Transferee subject to the Transferee restoring the surface of the Blue Land the subject of or affected by such demolition to the reasonable satisfaction of the Transferor.

8. to enter so far as necessary following reasonable notice onto the Blue Land to carry out works to comply with the Transferee's obligation contained in Clause 4.4 hereof at the cost of the Transferee.

9. until the later of the first day of September 1999 and the Transfer to the London Borough of Bromley (or its statutory successors) of the Northern Land to pass and repass with or without vehicles including construction vehicles over and along the Temporary Access for the purposes of access to and egress from the Property PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default to be determined by arbitration).

10. the right to use any wheel washing plant for the time being installed and thereafter if retained by the Transferor on the Northern Land at a point immediately adjacent to the Temporary Access PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default to be determined by arbitration).

11. to enter with such workmen equipment scaffolding and appliances as the Transferee acting reasonably may consider necessary onto the relevant servient tenement so far as necessary and (except in the case of

A: Property Register continued

emergency) after reasonable written notice to the Transferor to inspect, repair, maintain, renew, replace and cleanse the connections and services the subject of the rights in paragraphs 1,2,3,4 and 5 at the cost of the Transferee or as provided for by those paragraphs

12. to pass and repass (with or without vehicles) through the Blue Land over and along such route as the owner for the time being of the Blue Land acting reasonably may specify for the purpose of an emergency link between the Property and the road known as South Eden Park Road PROVIDED ALWAYS that should the owner for the time being of the Blue Land at any time or times vary the route or position of the emergency link the owner for the time being of the Blue Land will grant to the Transferee an alternative emergency link in such position as the Transferee and the owners for the time being of the Blue Land agree (both acting reasonably).

13. the right to carry out development on the Property notwithstanding that the access of light and air to the Blue Land or any part thereof may be affected.

14. to use those foul water sewers now laid within the Retained Land and intended to serve the Property PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration). For the avoidance of doubt the Transferee will not be entitled to enter upon the Retained Land in connection with this right or otherwise.

PROVIDED THAT the exercise of the above rights in this schedule shall be subject to:

(a) inspections and works involving entry onto any part of the relevant servient tenement being limited as far as practicable as far as practicable to the parts thereof unbuilt upon from time to time;

(b) no nuisance, damage or disturbance being caused to the relevant servient tenement and all damage caused being made good forthwith to the reasonable satisfaction of the owner and occupiers for the time being of the relevant servient tenement.

(c) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate);

(d) free and uninterrupted passage and running of water and services being maintained at all times from and to the relevant servient tenement when works are being carried out to the sewers and services serving the Property.

(e) in the case of the rights at paragraphs 6 and 7 of this Schedule, the Transferee will:

(i) use all reasonable endeavours to carry out all such works within 18 months from the date of this deed;

(ii) notify the Transferor forthwith following the carrying out of any such works; and

(iii) use all reasonable endeavours to assist the Transferor in securing the cancellation at HM Land Registry of such rights forthwith following the exercise thereof.

(f) in the case of the right at paragraph 9 of this Schedule, the

A: Property Register continued

Transferee will use all reasonable endeavours to assist the Transferor in securing the cancellation at HM Land Registry of such right forthwith following the later of 1 September 1999 and the transfer to the London Borough of Bromley (or its statutory successor) of the Northern Land."

NOTE 1:-The phrase "Blue Land" is defined to mean the land edged and numbered 1 in blue on the filed plan.

NOTE 2:-The Perpetuity Period is defined to mean 80 years from the date of the transfer.

NOTE 3:-The phrase "the Property" is defined to include the land in this title and the land edged and numbered 5 in blue on the filed plan.

NOTE 4:-The phrase "the Southern Land" is defined to mean the land edged and numbered 2 in blue on the filed plan.

NOTE 5:-The phrase "the Northern Land" is defined to mean the land edged and numbered 3 in blue and the land tinted brown on the filed plan.

NOTE 6:-The phrase "the Temporary Access" is defined to mean the land tinted brown on the filed plan.

NOTE 7:-The phrase "the Retained Land" is defined to mean the land edged and numbered 4 in blue on the filed plan.

NOTE 8:-The phrase "Infrastructure" is defined as follows:-

"Infrastructure means such pipes, drains, culverts, sewers, ducts, wires, cables, optic fibres, conduits, channels or other media for the passage or transmission of any services as may be constructed upon or under the Property now or within the Perpetuity Period."

3. (12 January 1999) The land has the benefit of but is subject to the rights granted by a Deed dated 7 September 1998 made between (1) Laing Homes Limited and (2) The Wellcome Foundation Limited.

NOTE: Copy in Certificate.

4. (6 October 1999) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
5. (5 March 2001) The land edged and lettered A and B in red on the filed plan added to the title on 5 March 2001.
6. (5 March 2001) The land edged and lettered A and B in red on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 20 March 2000 referred to in the Charges Register:-

"SCHEDULE 2

Rights Granted

The right in common with others entitled to the same:-

1. following reasonable prior notice to enter with or without workmen upon the Southern Land for the purposes of carrying out work to connect into and to use in connection with the Property flood storage in accordance with the requirements of the relevant authority (if any) at the cost of the Transferee

A: Property Register continued

2. to enter with such workmen equipment scaffolding and appliances as the Transferee acting reasonably may consider necessary onto the relevant servient tenement so far as necessary and (except in the case of emergency) after reasonable written notice to the Transferor to inspect repair maintain renew replace and cleanse the connections and services the subject of the rights in Paragraph 1 at the cost of the Transferee or as provided by those Paragraphs

3. to use those foul water sewers now laid within the Retained Land and intended to serve the Property PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration) For the avoidance of doubt the Transferee will not be entitled to enter upon the Retained Land in connection with this right or otherwise

PROVIDED THAT the exercise of the above rights in this Schedule shall be subject to:-

(1) inspections and works involving entry onto any part of the relevant servient tenement being limited as far as practicable to the parts thereof unbuilt upon from time to time

(2) no nuisance damage or disturbance being caused to the relevant servient tenement and all damage caused being made good forthwith to the reasonable satisfaction of the owner and occupiers for the time being of the relevant servient tenement

(3) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate)

(4) free and uninterrupted passage and running of water and services being maintained at all times from and to the relevant servient tenement when works are being carried out to the sewers and services serving the Property

SCHEDULE 3

Reserved Rights

The right in common with all others entitled to the same of or to:-

1. passage at all times and for all purposes for the benefit of the Retained Land and the Northern Land with or without vehicles over:

(1) the Access Roads the Transferor and all others benefiting therefrom paying a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration) or

(2) during construction of the Access Roads such alternative route as the Transferor and the Transferee (both acting reasonably) may agree

2. passage at all times of such services as the Transferor from time to time requires through the Infrastructure serving the Retained Land the Northern Land or the Southern Land (as appropriate) whether solely or in common with the Property or other land PROVIDED THAT the owners for the time being of the relevant servient tenement shall bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by

A: Property Register continued

arbitration)

3. access onto the Property at all times with such workmen equipment scaffolding and appliances as the Transferor considers necessary to:-

(1) with the prior approval of the Transferee as to routes and levels (such approval not to be unreasonably withheld or delayed for routes within footpaths verges open spaces or intended sites thereof) install under in or over the Infrastructure for the benefit of the Retained Land Such Infrastructure will remain within the ownership and responsibility of the owners for the time being of the land benefiting from the Infrastructure pending adoption

(2) inspect repair maintain renew replace the Infrastructure serving the Retained Land in common with the Property or any part thereof if the Transferee fails to do so in accordance with the covenants on its part in the Transfer either at the cost of the Transferee or as provided by Paragraphs 1(1) and 2 of this Schedule

(3) inspect repair maintain renew replace and cleanse any Infrastructure solely serving the Retained Land at the cost of the owners for the time being of the land benefiting from such Infrastructure

(4) make connections to the Infrastructure and to use the Infrastructure for all purposes in connection with the Retained Land the points of connection in the Property to be approved by the Transferee (such approval not to be unreasonably withheld or delayed and not to be required for connections within roads footpaths verges open spaces or sites or intended sites thereof) and

(5) make connections to any services laid pursuant to Paragraphs 2 and 4 of this Schedule subject to there being capacity available for such connection in the reasonable opinion of the Transferee to this transfer and use such services for all purposes in connection with Retained Land and to repair maintain renew replace and cleanse the same

4. The right to carry out development on the Retained Land notwithstanding that the access of light and air to the Property or any part thereof may be affected

PROVIDED THAT the exercise of the above rights shall be subject to:-

(1) inspections and works involving entry on to any part of the Property being limited as far as practicable to the part thereof unbuilt upon from time to time

(2) no nuisance damage or disturbance being caused and all damage being made good forthwith to the reasonable satisfaction of the Transferee

(3) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate)

(4) free and uninterrupted passage of running water and services being maintained so far as practicable at all times from and to the Property when works are being carried out to the sewers and services serving the Retained Land."

NOTE 1:- The "Southern Land" lies to the south west of the land edged and lettered A and B in red on the filed plan.

A: Property Register continued

NOTE 2:- The "Retained Land" lies to the west of the land edged and lettered A and B in red on the filed plan.

NOTE 3:- "Property" means the land in this title.

NOTE 4:- "Northern Land" means the land tinted mauve on the filed plan.

NOTE 5:- "Access Roads" means the land tinted blue on the filed plan.

NOTE 6:- "Infrastructure" means "such pipes drains culverts sewers ducts wires cables optic fibres conduits channels or other media for the passage or transmission of any services as may be constructed upon or under the Property now or within the Perpetuity Period."

NOTE 7:- "Services" means "foul and surface water sewers and pipes wires cables and other conducting media."

NOTE 8:- The perpetuity period is defined to mean 80 years from the date of the Transfer.

7. (30 May 2001) The land edged and lettered C in red on the filed plan was added to the title on 20 May 2001.
8. (30 May 2001) The land edged and lettered C in red on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by a Transfer dated 23 March 2001 made between (1) The Wellcome Foundation Limited (Transferor) and (2) Laing Homes Limited (Transferee):-

"The Transferor grants for the benefit of the Property and every part of the same the rights in Schedule 2 excepts and reserves to the Transferor and its successors in title to the Retained Land and the Northern Land and the Southern Land and every Part of the same the rights set out in Schedule 3.

SCHEDULE 2

Rights Granted

The right in common with others entitled to the same:-

1. Following reasonable prior notice to enter with or without workmen upon the Southern Land for the purposes of carrying out work to connect into and to use in connection with the Property flood storage in accordance with the requirements of the relevant authority (if any) at the cost of the Transferee
2. To enter with such workmen equipment scaffolding and appliances as the Transferee acting reasonably may consider necessary onto the relevant servient tenement so far as necessary and (except in the case of emergency) after reasonable written notice to the Transferor to inspect repair maintain renew replace and cleanse the connections and services the subject of the rights in Paragraph 1 at the cost of the Transferee or as provided by those Paragraphs
3. To use and maintain the surface water sewer now laid within the Retained Land and intended to serve the Property PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration) PROVIDED THAT the exercise of the above rights in this Schedule shall be subject to:-

A: Property Register continued

(1) inspections and works involving entry onto any part of the relevant servient tenement being limited as far as practicable to the parts thereof unbuilt upon from time to time

(2) no nuisance damage or disturbance being caused to the relevant servient tenement and all damage caused being made good forthwith to the reasonable satisfaction of the owner and occupiers for the time being of the relevant servient tenement

(3) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate)

(4) free and uninterrupted passage and running of water and services being maintained at all times from and to the relevant servient tenement when works are being carried out to the sewers and services serving the Property

SCHEDULE 3

Reserved Rights

The right for the Transferor and the owners for the time being of the Northern Land and the Southern Land in common with all others entitled to the same

1. to passage at all times of such services as the Transferor from time to time requires through the Infrastructure serving the Retained Land and the Northern Land and the Southern Land whether solely or in common with the Property or other land PROVIDED THAT the owners for the time being of the relevant servient tenement shall bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration)

2. of access onto the Property at all times with such workmen equipment scaffolding and appliances as the Transferor considers necessary to:-

(1) with the prior approval of the Transferee as to routes and levels (such approval not to be unreasonably withheld or delayed for routes within footpaths verges open spaces or intended sites thereof) install under in or over the Property Infrastructure for the benefit of the Retained Land and the Northern Land and the Southern Land such Infrastructure will remain within the ownership and responsibility of the owners for the time being of the land benefiting from the Infrastructure pending adoption

(2) inspect repair renew replace the Infrastructure serving the Retained Land and the Northern Land and the Southern Land in common with the Property or any part thereof if the Transferee fails to do so in accordance with the covenants on its part in the Transfer either at the cost of the Transferee or as provided by Paragraphs 1(1) and 2 of this Schedule

(3) inspect repair maintain renew replace and cleanse any Infrastructure solely serving the Retained Land and the Northern Land and the Southern Land at the cost of the owners for the time being of the land benefiting from such Infrastructure

(4) make connections to the Infrastructure and to use the Infrastructure for all purposes in connection with the Retained Land and the Northern Land and the Southern Land the points of connection in the Property to be approved by the Transferee (such approval not to be unreasonably withheld or delayed and not to be required for connections within roads footpaths

A: Property Register continued

verges open spaces or sites or intended to be sites thereof) and

(5) make connections to any Services laid pursuant to Paragraphs 2(2) and 2(4) subject to there being capacity available for such connection in the reasonable opinion of the Transferee to this transfer and use such services for all purposes in connection with the Retained Land and the Northern Land and the Southern Land and to repair and maintain renew replace and cleanse the same

3. The right to carry out development on the Retained Land and the Northern Land and the Southern Land notwithstanding that the access of light and air to the Property or any part thereof may be affected PROVIDED THAT the exercise of the above rights shall be subject to:-

(1) inspections and works involving entry on to any part of the Property being limited as far as practicable to the part thereof unbuilt upon from time to time

(2) no nuisance damage or disturbance being caused and all damage being made good forthwith to the reasonable satisfaction of the Transferee

(3) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate)

(4) free and uninterrupted passage of running water and services being maintained so far as practicable at all times from and to the Property when works are being carried out to the sewers and services serving the Retained Land and the Northern Land and the Southern Land"

NOTE 1: - The Property is defined as the land edged and lettered C in red on the filed plan.

NOTE 2: - The phrases "Retained Land", "Southern Land", "Northern Land", "Infrastructure", and "Services" have the same meanings as defined in the Transfer dated 7 September 1998 referred to above.

B: Proprietorship Register

stating nature of the title, name and address of the proprietor of the land and any entries affecting the right of disposal

Title Absolute

1. PROPRIETOR: LAING HOMES LIMITED (Co. Regn. No. 518602) of Page Street, London NW7 2ER.
2. RESTRICTION :-Except under an order of the registrar no transfer by the proprietor of the land excluding individual dwellings and curtilages or individually intended sites of dwellings and their curtilages or land transferred or demised to statutory undertakers is to be registered unless accompanied by either:-

(a) a certificate signed by the secretary of or solicitor to the Wellcome Foundation Limited that the transferee has entered into a Deed of Covenant in the terms of clauses 4.1 4.2 4.4 and 4.9 of the Transfer dated 7 September 1998 referred to in the charges register or

B: Proprietorship Register continued

(b) a certified copy of such a Deed.

NOTE: Copy Transfer dated 7 September 1998 filed.

3. (12 January 1999) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
 4. (5 March 2001) The land edged and lettered A and B in red on the filed plan is affected by the restriction referred to above.
 5. (5 March 2001) The price stated to have been paid for the land edged and lettered A and B in red on the filed plan on 20 March 2000 was £7,700,000.
 6. (2 May 2001) CAUTION affecting plot 158, St Martins Lane in favour of JACQUELINE ALLEN of 39 Montana Gardens, London SE26 5BF.
 7. (30 May 2001) The land edged and lettered C in red on the filed plan is affected by the restriction referred to above.
 8. (30 May 2001) The price stated to have been paid for the land edged and lettered C in red on the filed plan on 16 May 2001 was £6,300,000.
 9. (30 May 2001) The Transfer to the proprietor of the land edged and lettered C in red on the filed plan contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
-

C: Charges Register

containing charges, incumbrances etc. adversely affecting the land

1. (12 January 1999) A Conveyance of the land edged and numbered 1 and 5 in yellow on the filed plan dated 21 January 1921 made between (1) Emanuel Charles Goodhart and others (Vendors) and (2) Harold Griffiths (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
2. (12 January 1999) A Conveyance of the land edged and numbered 2 and 3 in yellow on the filed plan and other land dated 9 October 1930 made between (1) John Stella Goodhart and others (Vendors) and (2) Henry Thomas Taylor and John Taylor (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
3. (12 January 1999) The land edged and numbered 2 and 3 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 9 October 1930 referred to above:-

"Except and reserved unto the Vendors and their successors in title the owners and occupiers of any part of the Langley Park Estate their tenants and servants a right of way for all purposes over and along all roads and ways made or to be made adjoining the premises thereby conveyed AND ALSO Excepting and reserving unto the Vendors in common with the Purchasers all drainage and existing means of drainage (if any) and free and uninterrupted passage of soil and water through all existing sewers drains and ditches (if any) and a right to drain into all or any of (a) the sewers and surface water sewers drains and ditches (if any) now or at

C: Charges Register continued

any time being in or under the premises thereby conveyed and (b) the sewers and surface water sewers or drains now or at any time being in or under the said road and the right to connect the drains sewers and ditches of any adjoining lands of the Vendors with the said drains sewers and ditches in or under the premises thereby conveyed or the said road And also excepting and reserving unto the Vendors the free and uninterrupted flow and passage of water and storage of water then existing over or on the premises or such other flow or passage or storage of water as may with the consent of the Vendors be from time to time substituted therefor And Also Excepting and Reserving unto the Vendors the right to lay take up relay repair clean out and renew such pipes and ditches as shall be necessary to enable the Vendors to use their said rights of drainage and water with liberty to the Vendors their agents or servants for that purpose to enter upon the premises thereby conveyed or any part thereof doing as little damage as may be to the surface of the said land and making good all such damage And Also Excepting and Reserving unto the Vendors free and unrestricted passage of light and air over the premises thereby conveyed to any adjoining property of the Vendors either for the purpose of building or any other purpose."

4. (12 January 1999) A Conveyance of the land edged and numbered 2, 3 and 4 in yellow on the filed plan and other land dated 27 April 1932 made between (1) John Stella Goodhart and others (Vendors) (2) Henry Thomas Taylor and John Taylor (Messrs Taylor) and (3) Ernest Henry Aubrey and others (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
5. (12 January 1999) The land edged and numbered 2, 3 and 4 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 27 April 1932 referred to above:-

"Except and reserving as to all the premises hereby conveyed (including especially the property by this Deed firstly conveyed) unto the Vendors and Messrs Taylors and their respective successors in title the owners and occupiers of any part of the Langley Park Estate their tenants and servants a right of way for all purposes over and along all roads and ways which may be made adjoining or over the said lands hereby conveyed AND ALSO Except and reserving unto the Vendors and Messrs Taylor ALL drainage and existing means of drainage and free and uninterrupted passage of soil and water through all existing sewers drains and ditches (if any) and a right to drain into all or any of the sewers and surface water sewers drains and ditches (if any) now or at any time being in or under the land hereby conveyed or any roads adjoining the said land (and in particular but without prejudice to the generality of this exception and reservation through the ditch drains or pipes indicated by the blue dotted line on the plan marked Plan No.1) and the right to connect the drains sewers and ditches of any adjacent or adjoining lands of the Vendors and Messrs Taylor with the drains sewers and ditches and pipes (if any) in or under the said land hereby conveyed or the said Roads AND ALSO Except and reserving unto the Vendors and Messrs Taylor and their respective successors in title the free and uninterrupted flow and passage (if any) of water and storage (if any) of water now existing over or on the land hereby conveyed or such other flow or passage or storage of water as may with the consent of the Vendors and Messrs Taylor and their respective successors in title be from time to time substituted therefor AND ALSO Except and reserving unto the Vendors and Messrs Taylor and their respective successors in title the right to lay take up relay repair clean out and renew such pipes and ditches as shall be necessary to enable the Vendors and Messrs Taylor and their respective successors in title to use their respective rights of drainage and water hereinbefore referred to with liberty for the Vendors and Messrs Taylor and their respective successors in title their Agents or Servants for that purpose to enter upon the said lands hereby conveyed or any part

C: Charges Register continued

thereof doing as little damage as may be to the surface of the same and making good all such damage And except and reserving unto the Vendors and Messrs Taylor and their respective successors in title free and unrestricted passage of light and air over the said lands hereby conveyed to any adjoining property of the Vendors or Messrs Taylor either for the purpose of building or for any other purpose."

"The plan produced on first registration was not coloured and the blue dotted line referred to above was therefore not visible."

6. (12 January 1999) The parts of the land affected thereby are subject to the rights granted by a Deed dated 30 November 1938 made between (1) The Wellcome Foundation Limited and (2) The Mayor Aldermen and Burgesses of the Borough of Beckenham.

NOTE :-Examined copy without plan filed.

7. (12 January 1999) The parts of the land affected thereby are subject to the rights granted by a Deed dated 1 April 1944 made between (1) The Wellcome Foundation Limited and (2) The Mayor Aldermen and Burgesses of the Borough of Beckenham.

NOTE :-Examined copy filed.

8. (12 January 1999) The parts of the land affected thereby are subject to the rights granted by an Agreement under Seal dated 2 September 1948 made between (1) The Wellcome Foundation Limited and (2) South Suburban Gas Company.

NOTE :-Copy filed.

9. (12 January 1999) Lease dated 21 December 1964 of the land edged and numbered 5 in yellow on the filed plan to The London Electricity Board for 60 years from 1 September 1964.

NOTE :-The lease grants rights of way and rights to lay and maintain electricity cables, lines, conduits and ducts.

10. (12 January 1999) An Agreement under Seal dated 20 July 1990 made between (1) The Mayor and Burgesses of the London Borough of Bromley (the Council) and (2) The Wellcome Foundation Limited (the Owners) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

11. (12 January 1999) An Agreement under Seal dated 24 December 1997 made between (1) The Wellcome Foundation Limited (2) Glaxo Wellcome PLC and (3) The Mayor and Burgesses of the London Borough of Bromley relates to the development of the land in this title and contains provisions.

NOTE :-Copy without bond filed.

12. (12 January 1999) A Transfer of the land in this title and other land dated 7 September 1998 made between (1) The Wellcome Foundation Limited (Transferor) and (2) Laing Homes Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

13. (12 January 1999) The land is subject to the following rights reserved by the Transfer dated 7 September 1998 referred to above:-

"The right in common with all others entitled to the same of or to:

1. passage at all times and for all purposes for the benefit of the

C: Charges Register continued

Retained Land and the Northern Land with or without vehicles over:

(a) the Access Roads, the Transferor and all others benefitting therefrom paying a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration); or

(b) during construction of the Access Roads, such alternative route as the Transferor and the Transferee (both acting reasonably) may agree.

2. passage at all times of such services as the Transferor from time to time requires through the Infrastructure serving the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate) whether solely or in common with the Property or other land PROVIDED THAT the owners for the time being of the relevant servient tenement shall bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration)

3. access onto the Property at all times with such workmen, equipment, scaffolding and appliances as the Transferor considers necessary to:

3.1 construct the Access Roads or any part thereof at the cost of the Transferee if the Transferee fails to do so;

3.2 with the prior approval of the Transferee as to routes and levels (such approval not to be unreasonably withheld or delayed for routes within footpaths verges open spaces or intended sites thereof), install under in or over the Property Infrastructure for the benefit of the Retained Land, the Northern Land, the Southern Land or the Blue Land. Such Infrastructure will remain within the ownership and responsibility of the owners for the time being of the land benefitting from the Infrastructure pending adoption;

3.3 inspect, repair, maintain, renew, replace and cleanse the Access Roads and Infrastructure serving the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate) in common with the Property or any part if the Transferee fails to do so in accordance with the covenants on its part in the Transfer either at the cost of the Transferee or as provided by paragraphs 1(a) and 2 of this Schedule;

3.4 inspect, repair, maintain, renew, replace and cleanse any Infrastructure solely serving the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate) at the cost of the owners for the time being of the land benefitting from such Infrastructure;

3.5 make connections to the Infrastructure and to use the Infrastructure for all purposes in connection with the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate), the points of connection in the Property to be approved by the Transferee (such approval not to be unreasonably withheld or delayed and not to be required for connections within roads, footpaths, verges, open spaces or sites or intended sites thereof); and

3.6 make connections to any Services laid pursuant to paragraphs 2 and 4 of Schedule 3 subject to there being sufficient capacity available for such connection in the reasonable opinion of the Transferee to this Transfer and use such services for all purposes in connection with the Retained Land, the Northern Land, the Southern Land and the Blue Land and to repair, maintain, renew, replace and cleanse the same.

C: Charges Register continued

3.7 if the Transferee shall be in breach of any obligation on its part in relation to the provision of visibility splays and/or sight lines or to lay out or shall fail to maintain areas of landscape pursuant to clause 4.4 or to repair and maintain the bund pursuant to clause 4.9 of this Transfer, to carry out such works the reasonable costs incurred by the Transferor in so doing to be paid by the Transferee within twenty one days of receipt by the Transferee of the Transferor's surveyors certificate as to the costs so incurred.

4. for the benefit of the Blue Land the right:

4.1 of entry upon the Property upon reasonable notice for the purposes of demolishing the building known as "Building 88" such work to be carried out at the cost of the owner for the time being of the Blue Land and subject to such owner restoring the surface of the Property the subject of or affected by the demolition to the reasonable satisfaction of the Transferee.

4.2 to enter so far as necessary following reasonable notice onto the Property to carry out works to the buffer strip within the Blue Land or the Retained Land at the boundary of the Property at the cost of the owner for the time being of the Blue Land or the Retained Land (as appropriate)

4.3 to enter upon the Property following reasonable notice for the purpose of laying a high voltage electricity cable at the cost of the owner for the time being of the Blue Land between Wickham Way and the Blue Land over such route as the Transferee may acting reasonably specify to serve the Blue Land and thereafter to use the same

4.4 to enter with such workmen equipment scaffolding and appliances as the owner for the time being of the Blue Land acting reasonably may consider necessary onto the Property so far as necessary and (except in the case of emergency) after reasonable written notice to the Transferee to inspect, repair, maintain, replace and cleanse at the cost of the owner for the time being of the Blue Land the Services and Installations within the Property and serving the Blue Land and the connections to them.

4.5 to pass and repass (with or without vehicles) through the Property over and along such route as the Transferee acting reasonably may specify for the purpose of an emergency link between the Blue Land and the road known as South Eden Park Road PROVIDED ALWAYS that should the Transferee at any time or times vary the route or position of the emergency link the Transferee will grant to the owner for the time being of the Blue Land an alternative emergency link in such position as the owner for the time being of the Blue Land and the Transferee agree (both acting reasonably).

5. the right to carry out development on the Retained Land, the Northern Land, the Southern Land and the Blue Land notwithstanding that the access of light and air to the Property or any part thereof may be affected.

PROVIDED THAT the exercise of the above rights shall be subject to:-

(a) inspections and works involving entry on to any part of the Property being limited as far as practicable to the part thereof unbuilt upon from time to time;

(b) no nuisance, damage or disturbance being caused and all damage being made good forthwith to the reasonable satisfaction of the Transferee;

(c) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate).

C: Charges Register continued

(d) free and uninterrupted passage of running water and services being maintained so far as practicable at all times from and to the Property when works are being carried out to the sewers and services serving the Retained Land, the Northern Land, the Southern Land and the Blue Land.

(e) in the case of the rights at paragraph 4.1 and of this Schedule, the owner for the time being of the Blue Land will:

(i) notify the Transferee forthwith following the carrying out of any such works; and

(ii) use all reasonable endeavours to assist the Transferee in securing the cancellation at HM Land Registry of such rights forthwith following the exercise thereof."

14. (12 January 1999) A Deed of Covenant dated 7 September 1998 made between (1) Laing Homes Limited and (2) The Wellcome Foundation Limited contains an agreement to grant easements as therein mentioned.

NOTE :-Copy filed.

15. (6 October 1999) The parts of the land respectively affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of support and protection and to rights of overhang of roofs, gutters, eaves and spouts and encroachment of foundations in respect of buildings and other structures erected on the parts so edged and numbered and rights of entry for the purposes of inspecting, repairing, cleansing, maintaining or renewing the buildings and other structures erected on the said parts.

16. (6 October 1999) The land is subject to rights of drainage and rights in respect of the supply of water, gas, electricity and other services.

17. (6 October 1999) The vehicular and pedestrian accessways are subject to rights of user.

18. (6 October 1999) The estate roads and, on foot only, the estate footpaths are subject to rights of way.

19. (6 October 1999) The communal areas and facilities are subject to rights of user.

20. (5 March 2001) A Transfer of the land edged and lettered A and B in red on the filed plan dated 20 March 2000 made between (1) The Wellcome Foundation Limited ("the Transferor") and (2) Laing Homes Limited ("the Transferee") contains covenants details of which are set out in the schedule of restrictive covenants hereto.

21. (30 May 2001) The land edged and lettered C in red on the filed plan is included in the Deeds and Agreements under seal dated respectively 30 November 1938, 1 April 1944, 2 September 1948, 20 July 1990 and 24 December 1997 referred to above.

22. (30 May 2001) A Transfer of the land edged and lettered C in red on the filed plan dated 23 March 2001 made between (1) The Wellcome Foundation Limited (Transferor) and (2) Laing Homes Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of Restrictive Covenants

1. The following are details of the covenants contained in the Conveyance dated 21 January 1921 referred to in the Charges Register:-

"The Purchaser for himself his heirs executors administrators and assigns doth covenant with the Vendors their heirs and assigns the owner or owners for the time being of the Langley Park Estate situate in the parishes of Beckenham Wickham and Hayes to the intent to bind the owner or owners for the time being of the hereditaments hereby assured (but not as to any restrictive provision so as to impose any personal liability upon the purchaser or his successors in title after their respective interests in the property shall have determined) in manner following that is to say:- the purchasers shall not use the said land for the purpose of any factory gravel pit brickfield nor any noisome or offensive trade or business and shall not erect or build or suffer to be erected or built upon the said land or any part thereof more than five brick built and slated or tiled dwellinghouses or house having a plot frontage of not less than sixty feet to Wickham Way with the usual outbuildings stables coachhouse or garage with living rooms over to be used in connexion with either of the said dwellinghouses and that the house or houses so erected or built should have expended in the building thereof the minimum prime net cost in materials and labour of One thousand five hundred pounds each house and shall be used as and for a private dwellinghouse only and not for the purpose of any trade business or profession except that of a surgeon or physician and shall contribute and pay a due proportion of the costs charges and expenses of maintaining the said road Wickham Way and that no building shall be erected or built upon the said land until the plans and elevations thereof have been approved by the Surveyor for the time being of the Vendors nor shall extend in front of the existing building line in Wickham Way."

2. The following are details of the covenants contained in the Conveyance dated 9 October 1930 referred to in the Charges Register:-

"Covenant by the Purchasers with the Vendors to observe and perform the stipulations and regulations contained in the 1st Schedule to abstracting presents.

FIRST SCHEDULE thereinbefore referred to

1.
2. No building is to be erected or used for any other purpose than a private dwellinghouse or a coachhouse stables garage and outbuildings belonging thereto and no trade manufacture business or profession of any kind except the profession of a physician or surgeon or dentist is to be set up or carried on on the said premises.
3. Not to erect any building of any kind upon the said land until the position of the building upon the said land and the plans with sections elevations and brief specifications of the materials which it is proposed to use shall have been previously submitted to and approved in writing by the Estate Surveyor who may at his discretion withhold such approval and also in accordance with the regulations of the Local Authority Such plans to be submitted in duplicate and a fee of Two guineas per house to be paid to the Estate Surveyor for examining the same in respect of a pair of semi-detached houses or a single detached house or when the pair or single house is a replica of a pair or single house already approved for some other part of the Langley Park Estate the fee shall be One Guinea per house.

4. The buildings permitted upon the land hereby conveyed the value of such buildings and the sizes of the plots shall comply with the following

Schedule of Restrictive Covenants continued

Schedule

Nature of Buildings Permitted	Minimum Value	Minimum frontage of plot in feet per house	Minimum depth of plot in feet
Dwellinghouses detached or semi-detached only	Detached houses £800 each Semi-detached houses £650 per house	30	200

The expression "value" to mean the net first cost of construction in labour and materials alone inclusive of the cost of boundary walls and fences and of any coachhouse stable garage or other permitted outbuilding where detached or not such cost to be estimated by the Estate Surveyor at current prices and his decision to be final and binding on all parties.

5. No hut shed caravan house on wheels or other chattel adapted or intended for use as a dwelling nor any shows booths swings or roundabouts to be erected made placed or used or to be allowed to remain on any part of the said land.

6. No gravel or sand to be dug on the said land within a distance of 100 feet from the centre of any road and then only what may be required for use in erecting buildings on the said land or for roads footpaths garden paths or grounds thereon No brickfield to be set out or permitted on the said land and no timber or other trees to be cut unless the same shall be dangerous and then only to such an extent as shall be sufficient to render the same safe Provided Always that should any trees impede proper use and enjoyment of the said land by the Purchasers the Purchasers shall have power to remove the same upon receiving written permission from the Estate Surveyor.

7. If and when called upon to do so to erect and for ever hereafter maintain a fence or hedge to be approved by the Estate Surveyor along the boundaries of the land hereby conveyed and the roads where marked "T" within the boundaries on the said plan.

8. No new roadway to be set out made or used over the land until a plan and cross sections defining the particular length proposed to be set out made or used showing the proposed building line shall have been submitted to and approved in writing by the Estate Surveyor who may at his discretion withhold such approval. In each case when submitting plans and sections such plans and sections to be submitted in duplicate one set being retained by the Estate Surveyor whose fees for perusal and approval shall be paid by the Purchasers.

9. It shall be lawful for the Vendors or their successors in title at any time hereafter to release vary or modify any covenant or stipulation herein contained.

10. Nothing herein contained shall by implication or otherwise bind any adjoining lands of the Vendors and the Vendors or their successors in title shall be at liberty to use lease or sell their adjoining lands or any part or parts thereof free from and unrestricted by any of the covenants or stipulations herein contained.

11. The costs and expenses of and incidental to any certificate or certificates given or work done by the Estate Surveyor in pursuance of these presents shall be borne and paid by the Purchasers and the expression "the Estate Surveyor" shall mean Mr. T. Spencer Bright of 2

Schedule of Restrictive Covenants continued

New Court Lincolns Inn London W.C.2 or such other person as may from time to time be appointed by the Vendors or their successors in title."

NOTE :-The T marks referred to in paragraph 7 do not affect the boundaries of the land in this title.

- 3. The following are details of the covenants contained in the Conveyance dated 27 April 1932 referred to in the Charges Register:-

"THE Purchasers for themselves and their successors in title and each of them for himself his heirs executors administrators and assigns hereby covenants with the Vendors and each of them their and his successors in title and also as a separate covenant with Messrs Taylor and each of them and their or his successors in title the owner or owners occupier or occupiers of any adjoining or neighbouring land now belonging to or in possession of Messrs Taylor with the object and intent that such covenant shall bind the Purchasers and their successors in title and shall also run with the land hereby conveyed into whosoever hands the same may come that they the Purchasers and each of them and their and his heirs executors administrators and assigns will at all times hereafter duly perform and observe the restrictions stipulations and conditions set out in the First Schedule hereto.

THE FIRST SCHEDULE

1. No hut shed caravan house on wheels or other chattel adapted or intended for use as a dwelling or any shows booths swings or roundabouts shall be erected made placed or used or be allowed to remain on any part of the said land.

2. To use the whole of the said land hereby conveyed (other than that verged green on Plan No.1) as a permanent open space for Sports purposes only The expression "Sports purposes" being deemed only to include Hockey Lacrosse Football Cricket Tennis Net Ball Bowls Clock Golf and other Athletic Games.

3. Not to use or permit to be used the property or any part thereof for any purpose which may become a nuisance or annoyance to Messrs Taylor and the Vendors or their respective successors in title or tenants.

4. No timber or other trees shall be cut unless the same shall be dangerous and then only to such an extent as shall be sufficient to render the same safe provided however that should any trees impede the use of the said land for sports purposes or the development of the land verged green on the said plan marked Plan No.1 the Purchasers shall have power to remove the same upon receiving the written certificate of the Estate Surveyor.

5.

6.

7. No gravel or sand to be dug on the said land within a distance of 45 feet from the centre of any road and then only what may be required for use in erecting buildings on the said land or for footpaths garden paths or grounds thereon nor shall any bricks or tiles be burnt or made on the said land or any part thereof.

8. No part of the property shall be used for the display of any advertisement but this clause shall not prevent the Purchasers from erecting suitable boards advertising their business of Sports Grounds Providers."

Schedule of Restrictive Covenants continued

4. The following are details of the covenants contained in the Agreement under Seal dated 20 July 1990 referred to in the Charges Register:-

"WHEREAS:

The Owners applied under Planning Application reference 90/0522 for permission to erect a replacement sports centre and ancillary buildings for use by their employees on land hatched edged red on Plan A and also edged red on the Plan B annexed hereto (hereinafter called "the Development") which is on land forming part of the area designated as Metropolitan Open Land in the Bromley Borough Plan adopted on 23rd September 1985.

NOW IT IS AGREED as follows:-

(a) This Agreement is made pursuant to Section 52 of the Town and Country Planning Act 1971 Section 111 of the Local Government Act 1972 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and all other powers enabling the Council to enter into this Agreement with the intent that it should be binding not only on the parties hereto but also upon their successors in title and any persons or bodies corporate deriving title through or under them

(b) This Agreement shall not come into effect until planning permission under planning application number 90/0522 is granted in the terms set out in the specimen Notification annexed to this Agreement

(c) Nothing in this Agreement shall fetter or restrict the discretion of the Council in the exercise of its powers under any statutory enactment or other enabling powers for the time being in force

THE OWNERS HEREBY COVENANT with the Council that if the whole or any part of the Development is implemented they will thereafter not permit or suffer the erection of any structures or the laying out of any hard surfaces on the said blue land."

NOTE :-The phrase "the said blue land" is referred to mean the land edged and numbered 3, 4 and 6 in yellow on the filed plan.

5. The following are details of the covenants contained in the Transfer dated 7 September 1998 referred to in the Charges Register:-

"4. The Transferee hereby covenants with the Transferor with the intent and so that each covenant will benefit, protect and run with the Retained Land, the Northern Land, the Southern Land and the Blue Land and will bind the Property and each and every part thereof into whomsoever's hands the same may come:

4.1 that the Transferee will at its own expense maintain and keep the Access Roads and (so far as serving (if at all) the Retained Land) Infrastructure at all times in good repair and condition (renewing and replacing the same if necessary) until the same become maintainable at public expense;

4.2 that the Transferee will use its reasonable endeavours to procure the adoption by the relevant authority, undertaker or service company of the Access Roads and (so far as constructed by or on behalf of the Transferee and serving (if at all) the Retained Land) Infrastructure;

4.3 that the Transferee will not without the prior written consent of the Transferor acting in its absolute discretion at any time hereafter:

(a) build upon, develop or use nor permit to be built upon, developed or

Schedule of Restrictive Covenants continued

used in any manner whatsoever (except in accordance with clause 4.4 of this deed) the Buffer Strip;

(b) lay nor permit to be laid any hard surfaces on the Buffer Strip; nor

(c) permit the Buffer Strip to be occupied in any manner by any person or persons;

save that the provisions of this clause 4.3 will not apply in connection with the Permitted Works and their use;

4.4 that the Transferee will:

(a) erect and at all times hereafter maintain in good repair and condition (including replacement or renewal whenever reasonably necessary) a fence along the full length of the Buffer Strip at a distance of one metre from the boundary of the Retained Land;

(b) landscape (including trees so as to screen the Retained Land) and at all times hereafter keep landscaped (including such screening) and maintained to a high standard commensurate with the Residential Land the Buffer Strip except for the parts of the Buffer Strip within one metre of the Retained Land, which the Transferee will not landscape or permit to be landscaped; and

(c) comply with the Buffer Strip Specification insofar as it relates to the Buffer Strip;

(d) not at any time hereafter permit any trees or other plants to overhang the Retained Land or the parts of the Buffer Strip within one metre of the Retained Land from the remaining parts of the Buffer Strip or otherwise from the Property.

4.5 to keep the Property so far as reasonably practicable in a clean and tidy state whilst construction works are in progress;

4.6 not to excavate or remove earth, soil, materials or gravel from the Property or in any way carry out works to or upon the Property in any manner that shall or may undermine or affect the support of the Retained Land, the Blue Land, the Northern Land or the Southern Land by the Property;

4.7 not to object to any planning application made by the Transferor in respect of the Retained Land;

4.8 the Transferee shall not carry out or cause or permit to be carried out upon the Property any operations or works so that noise emissions measured at the boundary of the Property or on any part of the Retained Land exceed a level of 5 dB (A) above the background noise level or (40 dB (A) if the background noise level is less than 35 dB(A)) and shall contain no noticeable tonal characteristics at any point within the Retained Land. In complying with this covenant, plant and activity noise levels are to be considered in terms of the Laq - 1 hour measured at 1.5m above ground level anywhere within the Retained Land during the day (0700 - 2300) and 4.5m above ground level during the night (2300 - 0700). The background noise level is to be considered as the L (a) 90 at the same or representative location and at the same time of day in the absence of noise from the Property.

4.9 at all times to maintain and repair and keep maintained and repaired the bund shown for the purposes of identification marked by a blue broken line on the north side of the East Beck between the point marked B on

Schedule of Restrictive Covenants continued

Plan 3 and the boundary of the Property with the Southern Land so as to mitigate the risk of flood to the Blue Land."

NOTE 1:-The phrase "the Retained Land" is defined to mean the land edged and numbered 4 in blue on the filed plan.

NOTE 2:-The phrase "the Northern Land" is defined to mean the land edged and numbered 3 in blue and the land tinted brown on the filed plan.

NOTE 3:-The phrase "the Southern Land" is defined to mean the land edged and numbered 2 in blue on the filed plan.

NOTE 4:-The phrase "the Blue Land" is defined to mean the land edged and numbered 1 in blue on the filed plan.

NOTE 5:-The phrase "the Property" is defined to include the land in this title and the land edged and numbered 5 in blue on the filed plan.

NOTE 6:-The phrase "the Access Roads" is defined to mean the land tinted blue on the filed plan.

NOTE 7:-The phrase "Infrastructure" is defined as follows:-

"Infrastructure means such pipes, drains, culverts, sewers, ducts, wires, cables, optic fibres, conduits, channels or other media for the passage or transmission of any services as may be constructed upon or under the Property now or within the Perpetuity Period."

NOTE 8:-The phrase "the Buffer Strip" is defined to mean the land tinted yellow on the filed plan.

NOTE 9:-The phrase "the Permitted Works" is defined as follows:-

"Permitted Works means the construction and/or layout on the Buffer Strip of car parks, footpaths and electricity substation."

NOTE 10:-The phrase "the Residential Land" means the land tinted yellow and pink and the land edged and numbered 1 to 6 in yellow on the filed plan.

NOTE 11:-The phrase "the Buffer Strip Specification" is defined as follows:-

"Buffer Strip Specification means the Laing Homes Buffer Strip Planting Specification dated December 1997."

NOTE 12:-Copy of Plan 3 in Certificate. Copy of Plan 3 filed.

6. The following are details of the covenants contained in the Transfer dated 20 March 2000 referred to in the Charges Register:-

"THE Transferee hereby covenants with the Transferor with the intent and so that each covenant will benefit protect and run with the Retained Land the Northern Land and the Southern Land and will bind the Property and each and every part thereof into whomsoever's hands the same may come:-

(1) that the Transferee will not without the prior written consent of the Transferor acting in its absolute discretion at any time hereafter:-

(a) build upon develop or use nor permit to be built upon developed or used in any manner whatsoever (except in accordance with Clause 4(2) of this deed) the Buffer Strip

Schedule of Restrictive Covenants continued

(b) lay nor permit to be laid any hard surfaces on the Buffer Strip nor

(c) permit the Buffer Strip to be occupied in any manner by any person or persons save that the provisions of this Clause 4(1) will not apply in connection with the Permitted Works and their use

(2) that the Transferee will:-

(a) erect and at all times hereafter maintain in good repair and condition (including replacement or renewal whenever reasonably necessary) a fence along the full length of the Buffer Strip at a distance of one metre from the boundary of the Retained Land.

(b) landscape (including trees so as to screen the Retained Land) and at all times hereafter keep landscaped (including such screening) and maintained to a high standard commensurate with the Residential Land the Buffer Strip except for the parts of the Buffer Strip within One metre of the Retained Land which the Transferee will not landscape or permit to be landscaped and

(c) comply with the Buffer Strip Specification insofar as it relates to the Buffer Strip

(d) not at any time hereafter permit any trees or other plants to overhang the Retained Land or the parts of the Buffer Strip within One metre of the Retained Land from the remaining parts of the Buffer Strip or otherwise from the Property

(3) to keep the Property so far as reasonably practicable in a clean and tidy state whilst construction works are in progress

(4) not to excavate or remove earth soil materials or gravel from the Property or in any way carry out works to or upon the Property in any manner that shall or may undermine or affect the support of the Retained Land by the Property

(5) not to object to any planning application made by the Transferor in respect of the Retained Land

(6) the Transferee shall not carry out or cause or permit to be carried out upon the Property any operations or works so that noise emissions measured at the boundary of the Property or on any part of the Retained Land exceed a level of 5dB(A) above the background noise level or (40dB(A) is the background noise level is less than 35dB(A) and shall contain no noticeable tonal characteristics at any point within the Retained Land In complying with this covenant plan and activity noise levels are to be considered in terms of the Laq - 1 hour measures at 1.5m above ground level anywhere within the Retained Land during the day (0700-2300) and 4.5m above ground level during the night (2300-0700) The background noise level is to be considered as the L (a) 90 at the same or representative location and at the same time of day in the absence of noise from the Property."

NOTE 1:- "Buffer Strip" means the land hatched blue on the filed plan.

NOTE 2:- "Permitted Works" means "the construction and/or layout on the Buffer Strip of car parks footpaths and electricity substation."

NOTE 3:- "Buffer Strip Specification" means the Laing Homes Buffer Strip Planting Specification dated December 1997.

7. The following are details of the covenants contained in the Transfer dated 23 March 2001 referred to in the Charges Register:-

Schedule of Restrictive Covenants continued

"The Transferee hereby covenants with the Transferor with the intent and so that each covenant will benefit and protect and run with the Retained Land and will bind the Property and each and every part thereof into whosoever's hands the same may come:-

(1) Not to object to any planning application made by the Transferor in respect of the Retained Land

(2) The Transferee shall not carry out or cause or permit to be carried out upon the Property any operations or works so that noise emissions measured on any part of the Retained Land exceed a level of 5dB (A) above the background noise level or (40 dB (A) if the background noise level is less than 35 dB (A)) and shall contain no noticeable tonal characteristics at any point within the Retained Land. In complying with this covenant plant and activity noise levels are to be considered in terms of the Laq-1 hour measures at 1.5m above ground level anywhere within the Retained Land during the day (0700 - 2300) and 4.5m above ground level during the night (2300 - 0700). The background noise level is to be considered as the L (a) 90 at the same or representative location and at the same time of day in the absence of noise from the Property."

NOTE 1:- The phrase "the Property" is defined to mean the land edged and lettered C in red on the filed plan.

NOTE 2:- The phrase "the Retained Land" is defined to mean the land edged and numbered 4 in blue on the filed plan.

END OF REGISTER

NOTE: A date at the beginning of an entry is the date on which the entry was made in the Register.

H.M. LAND REGISTRY

TITLE NUMBER

SGL605484

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY

SHEET

NATIONAL GRID

GREATER LONDON

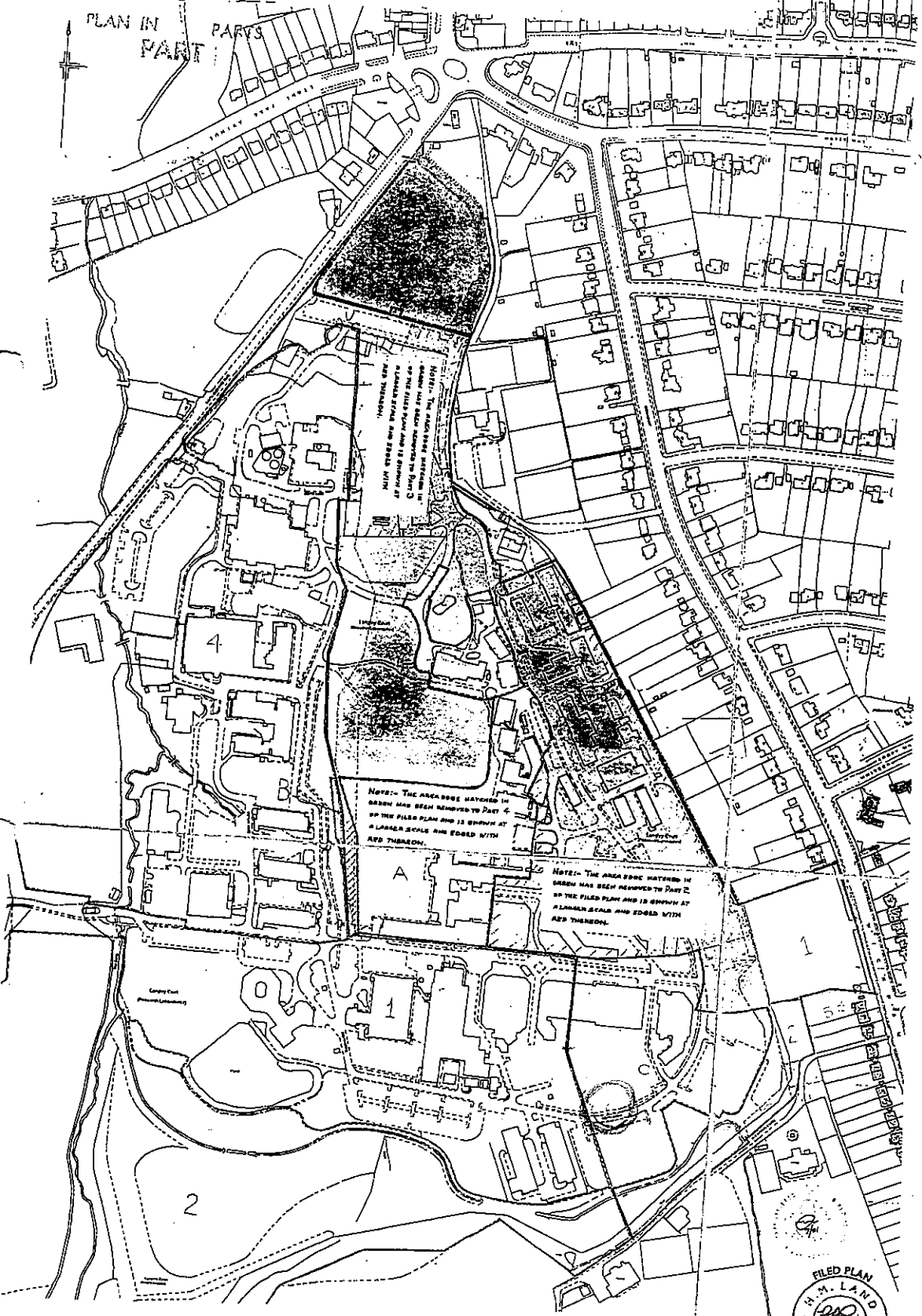
TQ 3767 · TQ 3768 TQ 3867 TQ 3868

Scale: 1/2500

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BOROUGH OF BROMLEY

PLAN IN PARTS



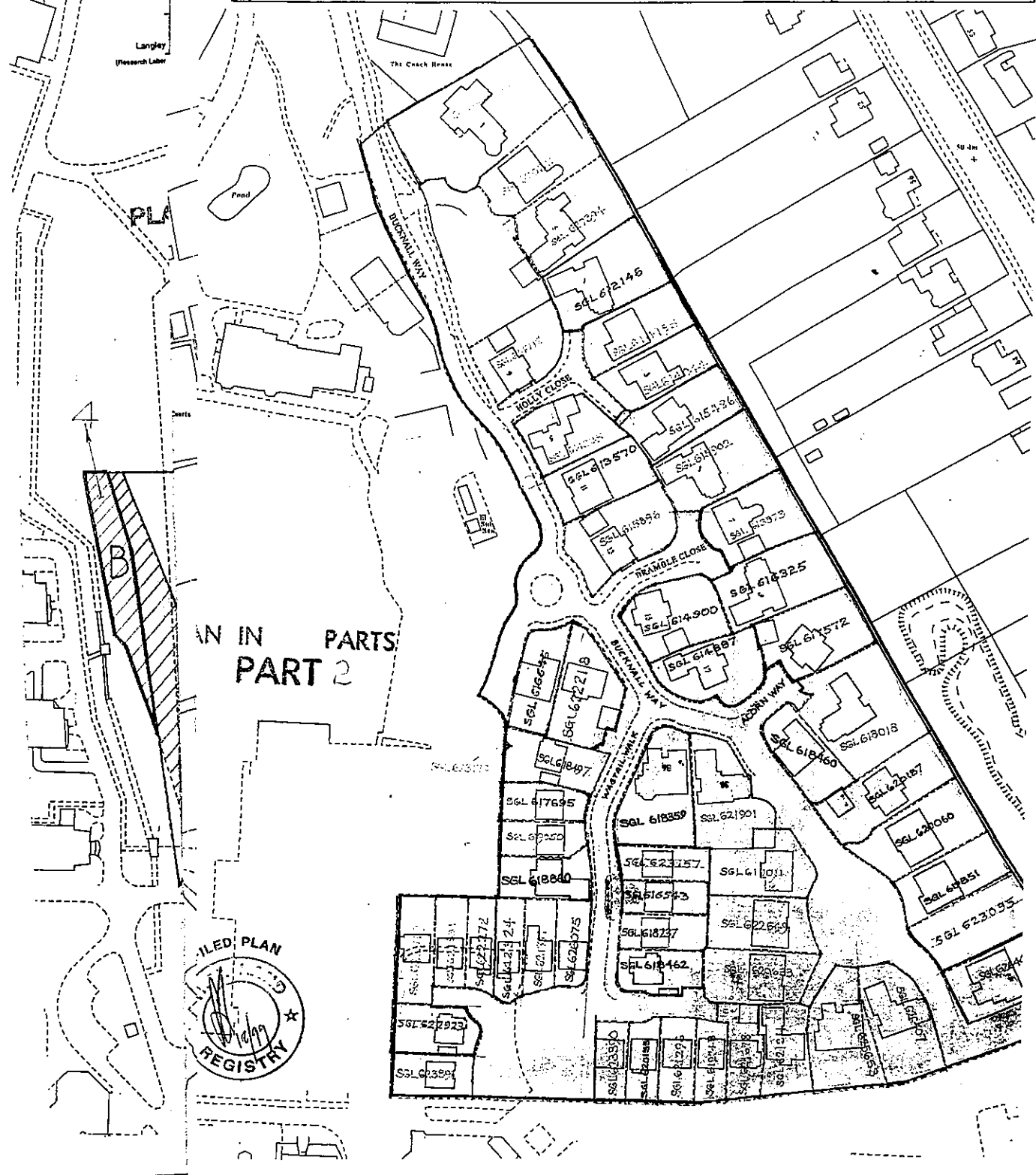
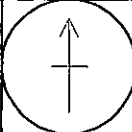
NOTE: The area hatched in green and edged with a dashed line is shown at a larger scale and is shown at a larger scale and edged with a dashed line.

NOTE: The area hatched in green and edged with a dashed line is shown at a larger scale and is shown at a larger scale and edged with a dashed line.

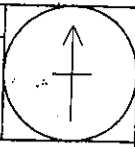
NOTE: The area hatched in green and edged with a dashed line is shown at a larger scale and is shown at a larger scale and edged with a dashed line.

FILED PLAN
H.M. LAND
REGISTRY

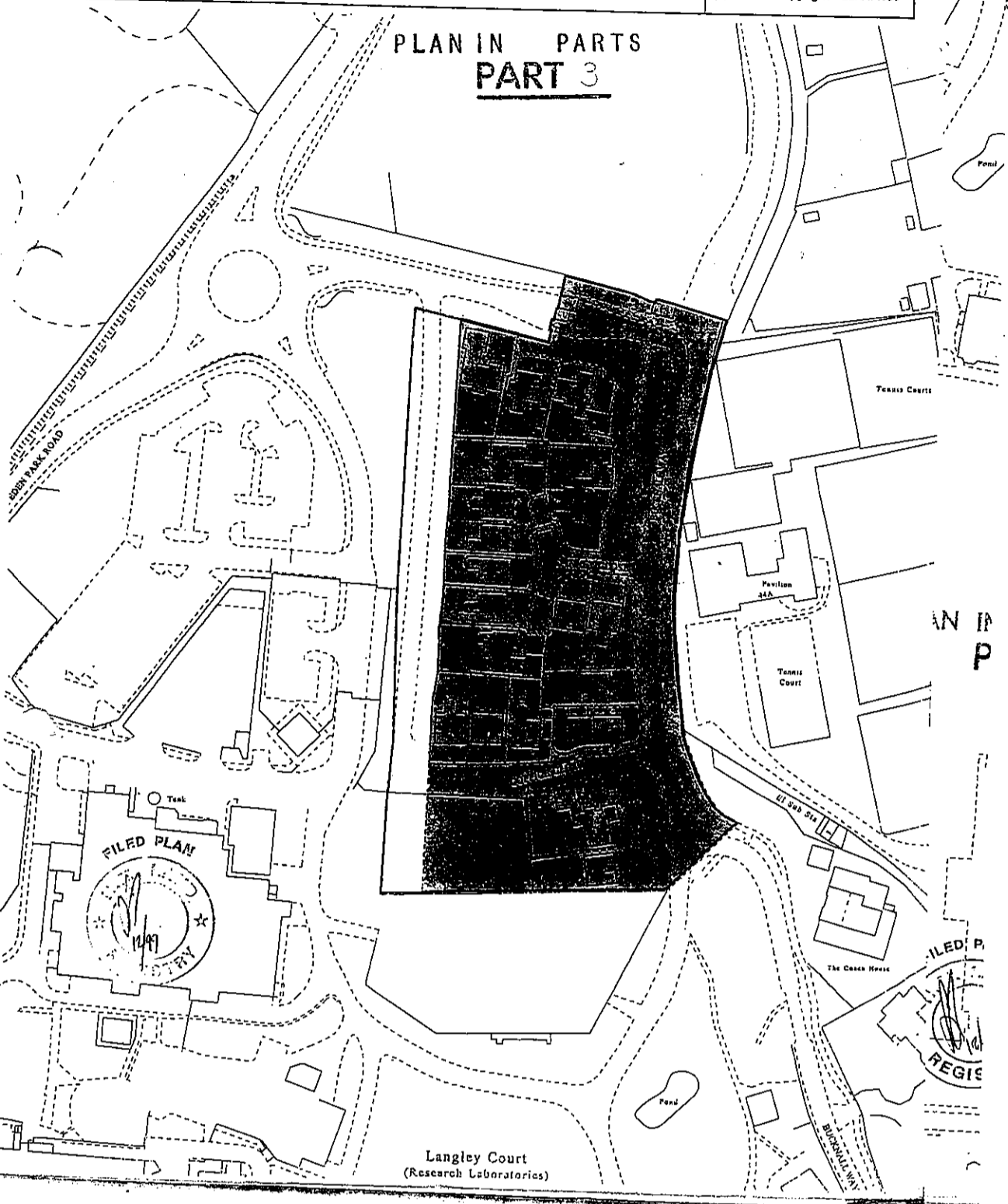
H.M. LAND REGISTRY		TITLE NUMBER	
		SGL 605484	
ORDNANCE SURVEY PLAN REFERENCE	TQ3867	SECTION P	Scale 1:1250
ADMINISTRATIVE AREA	GREATER LONDON	BROMLEY	(c) Crown Copyright 15/11/1999



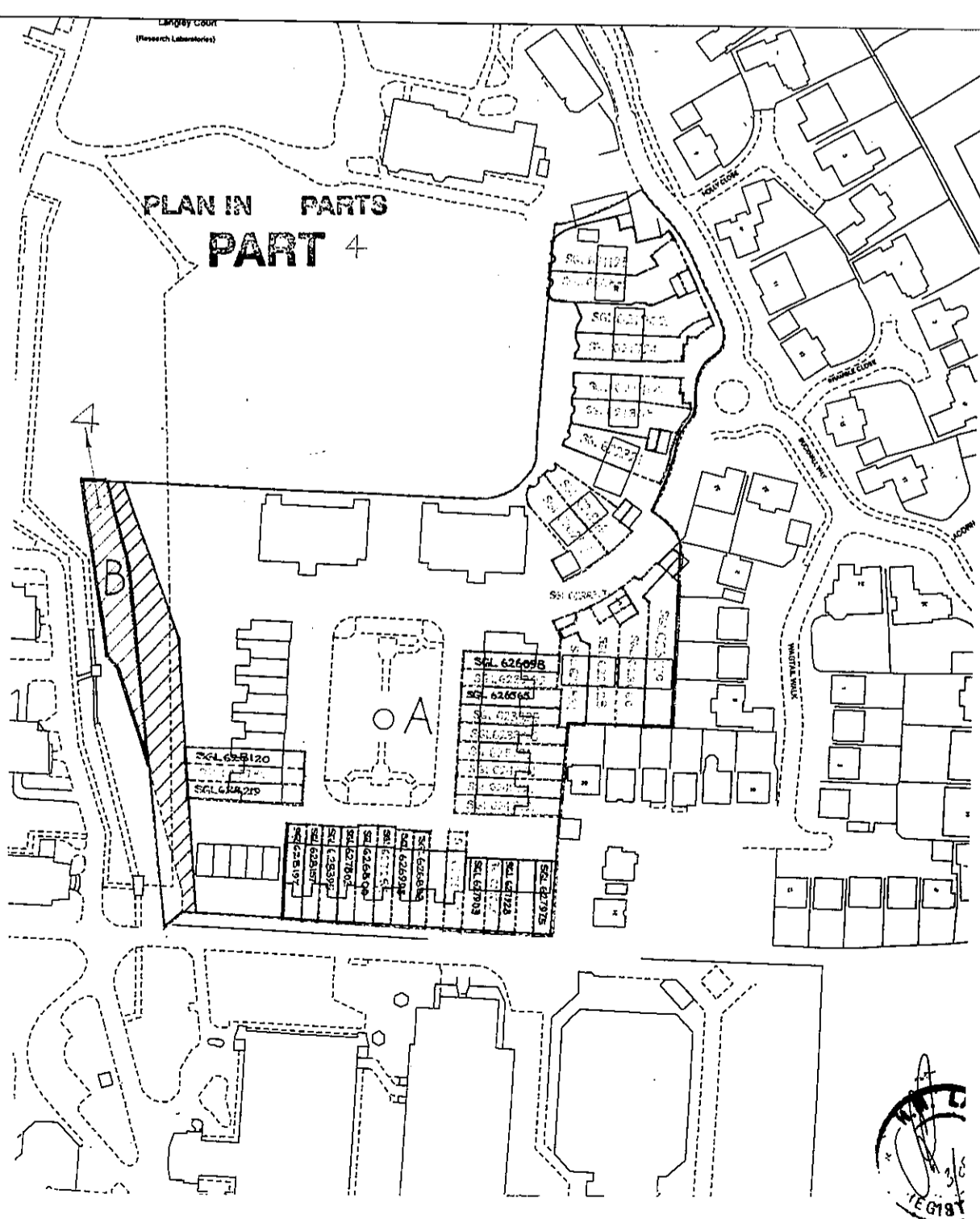
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ADMINISTRATIVE AREA	GREATER LONDON	BROMLEY	(c) Crown Copyright 22/11/1999



PLAN IN PARTS
PART 3



PLAN IN PARTS
PART 4

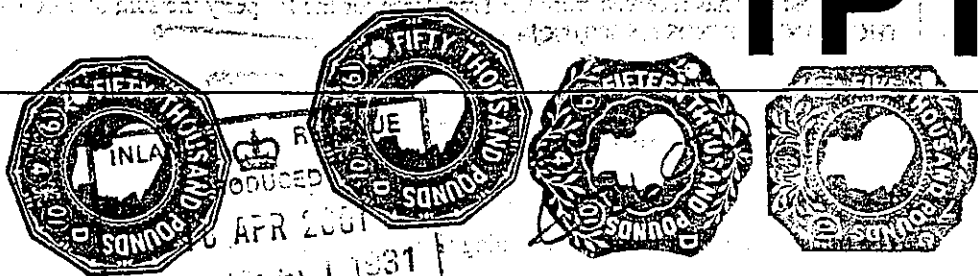


Transfer of part registered title(s)

HM Land Registry

TP1

Stamp Duty

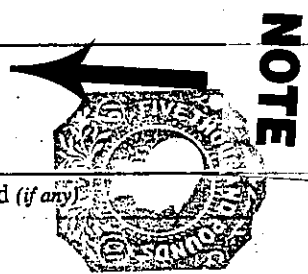


Put an "X" in the box that applies and complete the box in the appropriate certificate

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction 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 the sum of £

Title number(s) out of which the Property is transferred (leave blank if not yet registered)



Other title number(s) against which matters contained in this transfer are to be registered (if any)

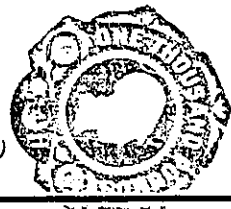
Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee).

AREA A PART OF LANGLEY COURT BECKENHAM AND PART OF WICKHAM WAY LANGLEY PARK BECKENHAM

Property is defined: (place "X" in the box that applies and complete the statement)

on the attached plan and shown coloured pink (state reference e.g. "edged red")

on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")



Date 23 MARCH 2001

Transferor (give full names and Company's Registered Number if any)

THE WELLCOME FOUNDATION LIMITED (Company Number 194814) whose registered office is at Glaxo Wellcome House Berkeley Avenue Greenford Middlesex UB6 ONN

Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated).

LAING HOMES LIMITED (Company Number 518602)

As otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

PAGE STREET LONDON NW7 2ER

The Transferor transfers the Property to the Transferee.

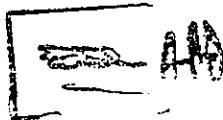
11004 MD/DC 2.2.2001

I hereby certify this to be a true copy of the original
D. Cairns
Dated this 25th day of April 2001

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel).

The Transferor has received from the Transferee for the Property the sum of SIX MILLION THREE HUNDRED THOUSAND POUNDS (£6,300,000) in words and figures

(insert other receipt as appropriate)



The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

The Transferees are to hold the Property on trust for themselves as joint tenants.

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

1. Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications.

2. The prescribed subheadings printed in the form as set out in Schedule 1 to the Land Registration Rules 1925 may be inserted, added to, amended, repositioned or omitted.

1. THE Transferor grants for the benefit of the Property and every part of the same the rights in Schedule 3 excepts and reserves to the Transferor and its successors in title to the Retained Land and the Northern Land and the Southern Land and every part of the same the rights set out in Schedule 3

2. THE Transferee hereby covenants with the Transferor (by way of indemnity only) that from the date hereof the Transferee will observe and perform the obligations contained or referred to in the Documents so far as relating to the Property to the extent (in each case) that any breach thereof would expose the Transferor to liability AND to keep the Transferor indemnified against all proceedings actions claims demands losses expenses liability and costs whatsoever sustained by the Transferor in connection with any future breach

non-performance or non-observance thereof and in connection with the exercise of any rights set out in Schedule 2

3. IN this Transfer:-

"Agreement for Sale" means an agreement for sale and purchase of the property and other property dated 24 December 1997 and made between Glaxo Group Limited (1) the Transferee (2) John Laing Homes PLC (3) and the Transferor (4) as varied by two Agreements respectively dated 31 March 1998 and 30 April 1998 made between the same parties

"Documents" means the documents listed in Schedule 1 or any of them as appropriate

"Infrastructure" means such pipes drains culverts sewers ducts wires cables optic fibres conduits channels or other media for the passage or transmission of any services as may be constructed upon or under the Property now or within the Perpetuity Period

"Perpetuity Period" means the period of 80 years commencing on the date of this Transfer

"Plan 1" and "Plan 2" means the plans numbered 1 2 and 3 respectively annexed to a transfer dated 7th and Plan 3" September 1998 made between The Wellcome Foundation Limited (1) Glaxo Group Limited (2) and Laing Homes Limited (3) pursuant to the Agreement for Sale

"Retained Land" means the land shown coloured yellow on Plan 1 and each and every part of such land

"Services" means foul and surface water sewers and pipes wires cables and other conducting media

"Transferee" includes its successors in title to the Property or any part thereof

"Transferor" includes its successors in title to the Retained Land the Northern Land the Southern Land or any part thereof

4. THE Transferee hereby covenants with the Transferor with the intent and so that each covenant will benefit protect and run with the Retained Land and will bind the Property and each and every part thereof into whosoever's hands the same may come:-

- (1) Not to object to any planning application made by the Transferor in respect of the Retained Land
- (2) The Transferee shall not carry out or cause or permit to be carried out upon the Property any operations or works so that noise emissions measured on any part of the Retained Land exceed a level of 5 dB (A)

above the background noise level or (40 dB (A) if the background noise level is less than 35 dB (A)) and shall contain no noticeable tonal characteristics at any point within the Retained Land. In complying with this covenant plant and activity noise levels are to be considered in terms of the Laq – 1 hour measures at 1.5m above ground level anywhere within the Retained Land during the day (0700 – 2300) and 4.5m above ground level during the night (2300 – 0700). The background noise level is to be considered as the L (a) 90 at the same or representative location and at the same time of day in the absence of noise from the Property.

5. THE Transferor covenants with the Transferee so that each covenant will benefit, protect and run with the Property and will bind the Retained Land and each and every part thereof into whosoever hands the same may come:-

- 1) that the Transferor shall not carry out or cause or permit to be carried out upon the Retained Land any operations or works so that noise emissions measured on any part of the Property exceed a level of 5 dB (A) above the background noise level or 40 dB (A) if the background noise level is less than 35 dB (A) and shall contain no noticeable tonal characteristics at any point within the Property. In complying with this covenant plant and activity noise levels are to be considered in terms of the Laq – 1 hour measured at 1.5m above ground level anywhere within the Property during the day (0700 – 2300) and 4.5m above ground level during the night (2300 – 0700). The background noise level is to be considered as the L (a) 90 at the same or representative location and at the same time of day on the absence of noise from the Retained Land (as appropriate).
 - (2) Insofar as it falls within the Retained Land and so as to bind the Retained Land (as appropriate) at all times to maintain and repair and keep maintained and repaired the high ground shown for the purposes of identification marked by yellow lines on Plan 3 at not less than the levels shown on such drawings so as to mitigate the risk of flood (if any) to the Property.
6. (1) The parties hereby jointly apply to HM Land Registry to register the following restriction in the Proprietorship Register of the title to the Property
- "Without the consent of the Registrar no disposition of the Property or any part of the Property giving rise to a change in the proprietorship of the Property or any part of the Property excluding

individual dwellings and curtilages or individually intended sites of dwellings and their curtilages or land transferred or demised to statutory undertakers will be registered unless accompanied by a certificate from the Transferor or other evidence that the Transferee has entered into direct covenants with the Transferor in the terms of the covenants on the part of the Transferee contained in Clauses 4.1 4.2 and 4.9 of a Transfer of the land in this title dated 7 September 1998 made between The Wellcome Foundation Limited (1) Glaxo Group Limited (2) and Laing Homes Limited (3)"

(2) Whilst the Property is vested in Laing Homes Limited (company number 518602) or the estate roads and open parts of the Property remain vested in a single management company who is the immediate successor in title of Laing Homes Limited (company number 518602) to the same the Transferor covenants not to dispose of any freehold interest in all or part of the Retained Land without procuring from the disponee a direct covenant with Laing Homes Limited or such immediate successor (as applicable) in the terms of the covenant on the part of the Transferor contained in Clause 5.6 of a transfer of land being part of Langley Court Beckenham Kent dated 7 September 1998 made between The Wellcome Foundation Limited (1) Glaxo Group Limited (2) and Laing Homes Limited (3) and in the terms of this Clause 6.(2)

7. It is hereby agreed and declared:-

(1) the words "at his own cost" in the covenant implied by Section 2(1)(b) of the Act shall be deleted and replaced by the words "at the cost of the Transferee"; and

(2) the covenant implied by Section 3(1) of the Act shall apply only to charges incumbrances or other rights exercisable by third parties created by or within the actual knowledge of the Transferor

8. The Transferor hereby acknowledges the right of the Transferee to the production of the Documents numbered 1 2 3 8 9 10 15 17 18 19 20 and 22 in Schedule 1

SCHEDULE 1

The Documents

<u>No.</u>	<u>Date</u>	<u>Description of Document</u>	<u>Parties</u>
	28/06/1913	Agreement for Surface	Urban District Council for the Parish of Water Drainage Beckenham (1) Agatha Margaret Goodhart, Emanuel Charles Goodhart, Frederick

			Emanuel McCormick Goodhart and John Stella Goodhart (Trustees of the late Charles Emanuel Goodhart) (2) Henry Taylor and John Taylor (3)
2.	16/10/1919	Conveyance	Arthur Leslie Bucknall, Sydney Loyd Bucknall and Leonard Corfield Bucknell (1) Harold Griffiths (2)
3.	16/10/1919	Conveyance	Harold Griffiths (1) Henry Solomon Wellcome(2)
4.	21/01/1921	Conveyance	Emanuel Charles Goodhart, Frederick Emanuel McCormick Goodhart, John Stella Goodhart and Gavin Caird Goodhart (1) Harold Griffiths (2)
5.	21/01/1921	Conveyance	Harold Griffiths (1) Henry Solomon Wellcome(2)
6.	11/03/1922	Agreement re: telegraph wires and underground cable	Henry Solomon Wellcome (1) Post Office Telegraphs (2)
7.	April 1923	Agreement Letters re: telegraph pole stays	Post Office Telegraphs (1) Henry Solomon Wellcome (2)
8.	17/07/1924	Conveyance of Langley Court (Root)	Henry Solomon Wellcome (1) The Wellcome Foundation Limited (2)
9.	28/01/1927	Agreement to widen South Eden Park Road	Beckenham Urban District Council (1) The Wellcome Foundation Limited (2)
10.	08/09/1927	Conveyance	John Stella Goodhart, Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Ernest Henry Aubrey and William Banfield (2)
11.	13/07/1928	Conveyance	Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2)
12.	30/07/1929	Conveyance	Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2)
13.	09/10/1930	Conveyance	Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2)
14.	27/04/1932	Conveyance	John Stella Goodhart, Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2) Ernest Henry Aubrey, William Banfield and Henry Alfred Miller Fishwick (3)
15.	19/06/1935	Conveyance of a piece of land at Wickham Way (Root)	Ernest Henry Aubrey, William Banfield and Henry Alfred Miller Fishwick (1) The Wellcome Foundation Limited (2)

16.	19/06/1935	Undertaking re: Town	Ernest Henry Aubrey, William Banfield and Henry Alfred Miller Fishwick
17.	21/10/1935	Agreement re: erection of Water Tower	The Urban District Council of Beckenham (1) The Wellcome Foundation Limited (2)
18.	30/11/1938	Agreement granting easement for surface water sewer	The Wellcome Foundation Limited (1) The Mayor Aldermen and Burgesses of the Borough of Beckenham (2)
19.	01/04/1944	Deed of Grant of Easement re: cables and other apparatus	The Wellcome Foundation Limited (1) The Mayor Aldermen and Burgesses of the Borough of Beckenham (2)
20.	02/09/1948	Wayleave Agreement	The Wellcome Foundation (1) South Suburban Gas Co (2)
21.	20/07/1990	Section 52 Agreement	The Mayor and Burgesses of the London Borough of Bromley (1) The Wellcome Foundation Limited (2)
22.	24/12/1997	Section 106 Agreement	The Wellcome Foundation Limited (1) Glaxo Wellcome Plc (2) The London Borough of Bromley (3)

SCHEDULE 2

Rights Granted

The right in common with others entitled to the same:-

1. following reasonable prior notice to enter with or without workmen upon the Southern Land (as shown on Plan 1 coloured light green) for the purposes of carrying out work to connect into and to use in connection with the Property flood storage in accordance with the requirements of the relevant authority (if any) at the cost of the Transferee
2. to enter with such workmen equipment scaffolding and appliances as the Transferee acting reasonably may consider necessary onto the relevant servient tenement so far as necessary and (except in the case of emergency) after reasonable written notice to the Transferor to inspect repair maintain renew replace and cleanse the connections and services the subject of the rights in Paragraph 1 at the cost of the Transferee or as provided by those Paragraphs
3. to use and maintain the surface water sewer now laid within the Retained Land and intended to serve the Property PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having

regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration)

PROVIDED THAT the exercise of the above rights in this Schedule shall be subject to:-

- (1) inspections and works involving entry onto any part of the relevant servient tenement being limited as far as practicable to the parts thereof unbuilt upon from time to time
- (2) no nuisance damage or disturbance being caused to the relevant servient tenement and all damage caused being made good forthwith to the reasonable satisfaction of the owner and occupiers for the time being of the relevant servient tenement
- (3) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate)
- (4) free and uninterrupted passage and running of water and services being maintained at all times from and to the relevant servient tenement when works are being carried out to the sewers and services serving the Property

SCHEDULE 3

Reserved Rights

The right for the Transferor and the owners for the time being of the Northern Land and the Southern Land in common with all others entitled to the same

1. to passage at all times of such services as the Transferor from time to time requires through the Infrastructure serving the Retained Land and the Northern Land and the Southern Land whether solely or in common with the Property or other land PROVIDED THAT the owners for the time being of the relevant servient tenement shall bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration)
2. of access onto the Property at all times with such workmen equipment scaffolding and appliances as the Transferor considers necessary to:-
 - (1) with the prior approval of the Transferee as to routes and levels (such approval not to be unreasonably withheld or delayed for routes within footpaths verges open spaces or intended sites

thereof) install under in or over the Property Infrastructure for the benefit of the Retained Land and the Northern Land and the Southern Land Such Infrastructure will remain within the ownership and responsibility of the owners for the time being of the land benefiting from the Infrastructure pending adoption

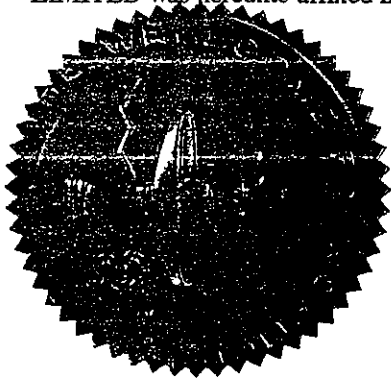
- (2) inspect repair maintain renew replace the Infrastructure serving the Retained Land and the Northern Land and the Southern Land in common with the Property or any part thereof if the Transferee fails to do so in accordance with the covenants on its part in the Transfer either at the cost of the Transferee or as provided by Paragraphs 1(1) and 2 of this Schedule
 - (3) inspect repair maintain renew replace and cleanse any Infrastructure solely serving the Retained Land and the Northern Land and the Southern Land at the cost of the owners for the time being of the land benefiting from such Infrastructure
 - (4) make connections to the Infrastructure and to use the Infrastructure for all purposes in connection with the Retained Land and the Northern Land and the Southern Land the points of connection in the Property to be approved by the Transferee (such approval not to be unreasonably withheld or delayed and not to be required for connections within roads footpaths verges open spaces or sites or intended sites thereof) and
 - (5) make connections to any Services laid pursuant to Paragraphs 2(2) and 2(4) subject to there being capacity available for such connection in the reasonable opinion of the Transferee to this transfer and use such services for all purposes in connection with Retained Land and the Northern Land and the Southern Land and to repair maintain renew replace and cleanse the same
3. The right to carry out development on the Retained Land and the Northern Land and the Southern Land notwithstanding that the access of light and air to the Property or any part thereof may be affected PROVIDED THAT the exercise of the above rights shall be subject to:-
- (1) inspections and works involving entry on to any part of the Property being limited as far as practicable to the part thereof unbuilt upon from time to time
 - (2) no nuisance damage or disturbance being caused and all damage being made good forthwith to the reasonable satisfaction of the Transferee

(3) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate)

(4) free and uninterrupted passage of running water and services being maintained so far as practicable at all times from and to the Property when works are being carried out to the sewers and services serving the Retained Land and the Northern Land and the Southern Land

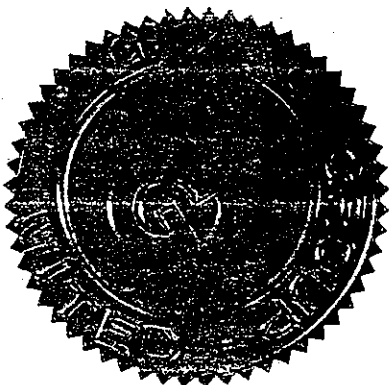
14. *The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

THE COMMON SEAL of THE WELLCOME FOUNDATION LIMITED was hereunto affixed in the presence of:-



[Signature]
Director
[Signature]
Secretary

THE COMMON SEAL of GLAXO GROUP LIMITED was hereunto affixed in the presence of:-

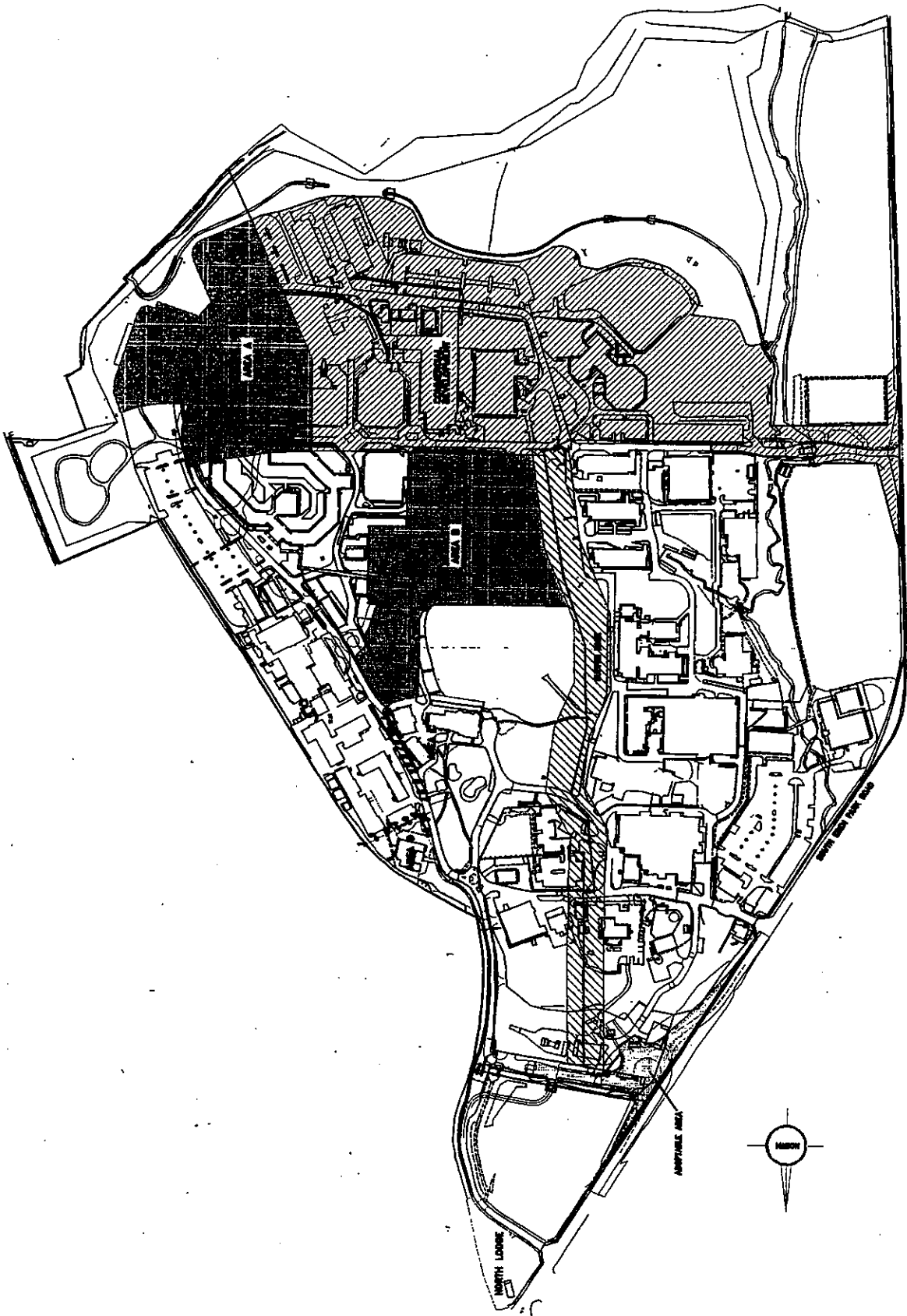


[Signature]
Director
[Signature]
Secretary

Signed as a Deed by LAING HOMES LIMITED acting by a Director and its Secretary (or two Directors) but undelivered until the date hereof

Sign here
[Signature] Director
[Signature] Secretary (or Director)

71306
L29



PLAN 1

JOB : BECKENHAM SOUTH EDEN PARK RD (GLAXO)
 DATE : AUG 1998
 SCALE : 1:100
 DRAWN : J.A.S.
 CHECKED : J.A.S.
 APPROVED : J.A.S.
 REF : 106

LAING HOMES
 South Area Office
 1, The Quadrant
 100, Victoria Street
 BIRMINGHAM B1 2JQ
 TEL : 0121 634 7400
 FAX : 0121 634 7401

NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION	NO.	DATE	BY	REVISION

SECTION 106 PLAN
 NOTES ONLY TO BE USED WITH REFERENCE TO THE

TRANSFER

(Rule 72)

date 7 September 1998
re Premises at Langley Court
Beckenham and
Wickham Way
Langley Park
Beckenham

THE WELLCOME FOUNDATION LIMITED (1)

GLAXO GROUP LIMITED (2)

LAING HOMES LIMITED (3)

D J Freeman
1 Fetter Lane
London EC4A 1BR

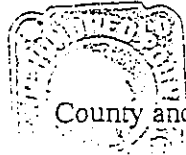
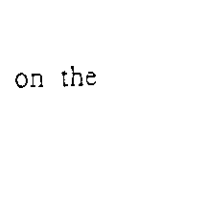
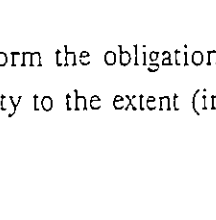
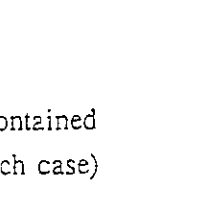
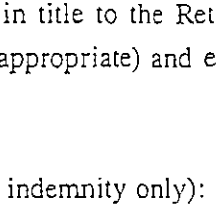
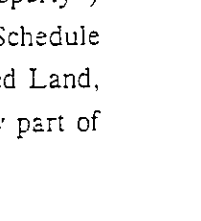
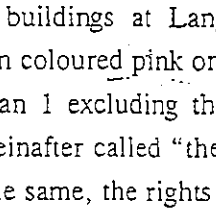
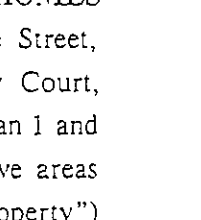
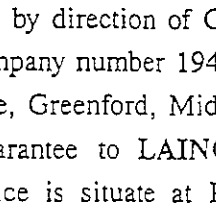
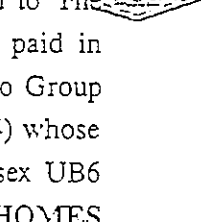
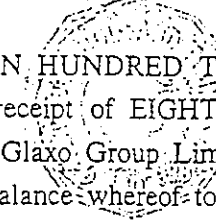
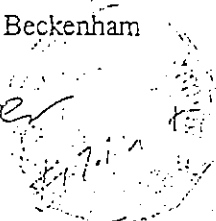
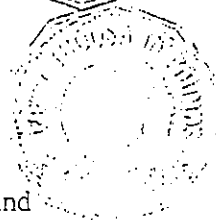
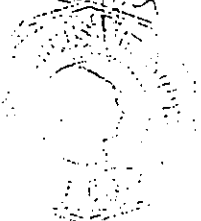
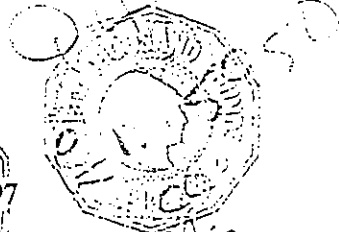
Tel: 0171 583 5555
Fax: 0171 583 3232

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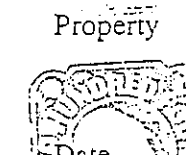


H M LAND REGISTRY - LAND REGISTRATION ACTS 1925-1997
TRANSFER OF PART
(Transfer under Rule 72, Land Registration Rules 1925)



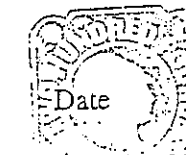
County and District

Kent - Beckenham



Property

Part Langley Court, Beckenham; and
Part Wickham Way, Langley Park, Beckenham



Date

7th September

1998



1. IN CONSIDERATION of SEVENTEEN MILLION, SEVEN HUNDRED THOUSAND POUNDS (£17,700,000.00) exclusive of Value Added Tax receipt of EIGHT MILLION POUNDS (£8,000,000.00) whereof (paid by the direction of Glaxo Group Limited to The Wellcome Foundation Limited) is hereby acknowledged the balance whereof to be paid in accordance with the provisions of the Agreement for Sale and by direction of Glaxo Group Limited THE WELLCOME FOUNDATION LIMITED (Company number 194814) whose registered office is at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex UB6 0NN ("the Transferor") hereby transfers with full title guarantee to LAING HOMES LIMITED (Company number 518602) whose registered office is situate at Page Street, London NW7 2ER ("the Transferee") all of the land and buildings at Langley Court, Beckenham and Wickham Way, Langley Park, Beckenham shown coloured pink on Plan 1 and the northern parcel of land shown coloured dark green on Plan 1 excluding the five areas respectively shown coloured yellow, blue and red on Plan 2 (hereinafter called "the Property") together with, for the benefit of the Property and every part of the same, the rights in Schedule 3 excepting and reserving to the Transferor and its successors in title to the Retained Land, the Northern Land, the Southern Land and the Blue Land (as appropriate) and every part of the same the rights set out in Schedule 4.

- 2. The Transferee hereby covenants with the Transferor (by way of indemnity only):
 - 2.1 that from the date hereof the Transferee will observe and perform the obligations contained or referred to in the Documents so far as relating to the Property to the extent (in each case) that any breach thereof would expose the Transferor to liability;
 - 2.2 that from the date hereof the Transferee will observe and perform the obligations on the landlord's part contained in the Tenancy;

AND to keep the Transferor indemnified against all proceedings, actions, claims, demands, losses, expenses, liability and costs whatsoever sustained by the Transferor in connection with any future breach, non-performance or non-observance thereof and in connection with the exercise of any rights set out in Schedule 3.

3. In this Transfer:-

3.1 Access Roads means the part of the Property shown shaded dark green on the Plan and the roads and roundabout when constructed thereon;

3.2 Agreement for Sale means an agreement for sale and purchase of the Property and other property dated 24 December 1997 and made between Glaxo Group Limited (1) the Transferee (2) John Laing Homes PLC (3) and the Transferor (4) as varied by two Agreements respectively dated 31 March 1998 and 30 April 1998 made between the same parties.

3.3 Blue Land means the land coloured dark blue and the southern parcel of land coloured dark green on Plan 1 and each and every part of such land;

3.4 Buffer Strip means the part of the Property shown shaded pink and hatched black on the Plan;

3.5 Buffer Strip Specification means the Laing Homes Buffer Strip Planting Specification dated December 1997 annexed hereto;

3.6 Documents means the documents listed in Schedule 1 or any of them, as appropriate;

3.7 Infrastructure means such pipes, drains, culverts, sewers, ducts, wires, cables, optic fibres, conduits, channels or other media for the passage or transmission of any services as may be constructed upon or under the Property now or within the Perpetuity Period;

3.8 Northern Land means the land shown coloured light blue on Plan 1;

3.9 Permitted Works means the construction and/or layout on the Buffer Strip of car parks, footpaths and electricity substation;

3.10 Perpetuity Period means the period of 80 years commencing on the date of this Transfer;

3.11 Plan means:

(a) the plan numbered 3089/PR/8193 annexed hereto and marked "Plan 1";

(b) the plan numbered 1742/190A annexed hereto and marked "Plan 2"; and


(c) the plan numbered 9658/01 annexed hereto and marked "Plan 3"

or any of them (as appropriate).

3.12 Retained Land means the land shown coloured yellow on Plan 1 and each and every part of such land;

3.13 Services has the meaning ascribed by paragraph 1 of Schedule 3 to this Transfer;

3.14 Southern Land means the land shown coloured light green on Plan 1;

3.15 Temporary Access means the part of the Northern Land hatched orange on ~~the~~ Plan; ¹ 

3.16 Tenancy means the tenancy and documents listed in Schedule 2;

3.17 Transferee includes its successors in title to the Property or any part thereof;

3.18 Transferor includes its successors in title to the Retained Land, the Northern Land, the Southern Land and the Blue Land or any part thereof;

4. The Transferee hereby covenants with the Transferor with the intent and so that each covenant will benefit, protect and run with the Retained Land, the Northern Land, the Southern Land and the Blue Land and will bind the Property and each and every part thereof into whomsoever's hands the same may come:

4.1 that the Transferee will at its own expense maintain and keep the Access Roads and (so far as serving (if at all) the Retained Land) Infrastructure at all times in good repair and condition (renewing and replacing the same if necessary) until the same become maintainable at public expense;

4.2 that the Transferee will use its reasonable endeavours to procure the adoption by the relevant authority, undertaker or service company of the Access Roads and (so far as constructed by or on behalf of the Transferee and serving (if at all) the Retained Land) Infrastructure;

4.3 that the Transferee will not without the prior written consent of the Transferor acting in its absolute discretion at any time hereafter:

(a) build upon, develop or use nor permit to be built upon, developed or used in any manner whatsoever (except in accordance with clause 4.4 of this deed) the Buffer Strip;

(b) lay nor permit to be laid any hard surfaces on the Buffer Strip; nor

(c) permit the Buffer Strip to be occupied in any manner by any person or persons;

save that the provisions of this clause 4.3 will not apply in connection with the Permitted Works and their use;

4.4 that the Transferee will:

(a) erect and at all times hereafter maintain in good repair and condition (including replacement or renewal whenever reasonably necessary) a fence along the full length of the Buffer Strip at a distance of one metre from the boundary of the Retained Land;

(b) landscape (including trees so as to screen the Retained Land) and at all times hereafter keep landscaped (including such screening) and maintained to a high standard commensurate with the Residential Land the Buffer Strip except for the parts of the Buffer Strip within one metre of the Retained Land, which the Transferee will not landscape or permit to be landscaped; and

(c) comply with the Buffer Strip Specification insofar as it relates to the Buffer Strip;

(d) not at any time hereafter permit any trees or other plants to overhang the Retained Land or the parts of the Buffer Strip within one metre of the Retained Land from the remaining parts of the Buffer Strip or otherwise from the Property.

4.5 to keep the Property so far as reasonably practicable in a clean and tidy state whilst construction works are in progress;

4.6 not to excavate or remove earth, soil, materials or gravel from the Property or in any way carry out works to or upon the Property in any manner that shall or may undermine or affect the support of the Retained Land, the Blue Land, the Northern Land or the Southern Land by the Property;

4.7 not to object to any planning application made by the Transferor in respect of the Retained Land;

4.8 the Transferee shall not carry out or cause or permit to be carried out upon the Property any operations or works so that noise emissions measured at the boundary of the Property or on any part of the Retained Land exceed a level of 5 dB (A) above the background noise level or (40 dB (A) if the background noise level is less than 35 dB(A)) and shall contain no noticeable tonal characteristics at any point within the Retained Land. In complying with this covenant, plant and activity noise levels are to be considered in terms of the Laq - 1 hour measured at 1.5m above ground level anywhere within the Retained Land during the day (0700 - 2300) and

4.5m above ground level during the night (2300 - 0700). The background noise level is to be considered as the L (a) 90 at the same or representative location and at the same time of day in the absence of noise from the Property.

4.9 at all times to maintain and repair and keep maintained and repaired the bund shown for the purposes of identification marked by a blue broken line on the north side of the East Beck between the point marked B on Plan 3 and the boundary of the Property with the Southern Land so as to mitigate the risk of flood to the Blue Land.

5. The Transferor covenants with the Transferee so that each covenant will benefit, protect and run with the Property and will bind (as appropriate) the Retained Land or the Blue Land and each and every part thereof into whosoever's hands the same may come:

5.1 that the Transferor shall not carry out or cause or permit to be carried out upon the Retained Land or the Blue Land any operations or works so that noise emissions measured at the boundary of the Property with the Retained Land or the Blue Land or on any part of the Property exceed a level of 5 dB (A) above the background noise level or 40 dB (A) if the background noise level is less than 35 dB(A) and shall contain no noticeable tonal characteristics at any point within the Property. In complying with this covenant, plant and activity noise levels are to be considered in terms of the Laq - 1 hour measured at 1.5m above ground level anywhere within the Property during the day (0700 - 2300) and 4.5m above ground level during the night (2300 - 0700). The background noise level is to be considered as the L (a) 90 at the same or representative location and at the same time of day in the absence of noise from the Retained Land or the Blue Land (as appropriate).

5.2 so as to bind the Blue Land, that the Transferor will not at any time develop or use nor permit to be developed or used the Blue Land for any purposes other than:

(a) for uses within Class B1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 and/or residential (but not social housing);

(b) insofar as not included in paragraph (a) of this clause 5.2 for any of the following uses for which planning permission shall have been obtained:

(i) research and development;

(ii) call centre;

(iii) hotel;

- (iv) a training establishment (excluding for the training of mentally handicapped or disturbed persons, a prison, a remand centre, a drug or alcohol rehabilitation centre or any similar institution);
 - (v) leisure uses (excluding a multiplex cinema, nightclub or themepark);
 - (vi) a healthcare facility (excluding mental healthcare);
 - (vii) residential or retail use ancillary to any of the foregoing;
 - (viii) distribution of goods manufactured or assembled on the Property;
 - (ix) within Class A3 of the Use Classes Order (excluding take away food for consumption off the premises) provided that no restaurant or licensed premises shall be permitted within 100 metres of any boundary with the Property unless the same is ancillary to any of the uses permitted in this sub-clause 5.2(b); and/or
- (c) such other use or uses which are in the reasonable opinion of Laing Homes Limited compatible with the development and occupation of the Property as a high class residential scheme.
- 5.3 so as to bind the Blue Land, to keep the Blue Land so far as reasonably practicable in a clean and tidy state whilst construction works are in progress;
- 5.4 not to excavate or remove earth, soil, materials or gravel from the Retained Land, the Northern Land, the Southern Land or the Blue Land or in any way carry out works to or upon the same in any manner that shall or may undermine or adversely affect in a material way the support of the Property by the same;
- 5.5 so as to bind the Blue Land, the Transferor shall not construct any new buildings on the Blue Land within 30 metres of the boundary of the Property nor construct or permit to be constructed or laid out on the Blue Land any car parking within 10 metres of the boundary of the Property;
- 5.6 insofar as it falls within the Retained Land or the Blue Land and so as to bind the Retained Land or the Blue Land (as appropriate) at all times to maintain and repair and keep maintained and repaired the high ground shown for the purposes of identification marked by yellow lines on Plan 3 at not less than the levels shown on such drawing so as to mitigate the risk of flood (if any) to the Property.

6.1 The parties hereby jointly apply to HM Land Registry to register the following restriction in the Proprietorship Register of the title to the Property:

"Without the consent of the Registrar no disposition of the Property or any part of the Property giving rise to a change in the proprietorship of the Property or any part of the Property excluding individual dwellings and curtilages or, individually intended sites of dwellings and their curtilages or land transferred or demised to statutory undertakers will be registered unless accompanied by a certificate from the Transferor or other evidence that the Transferee has entered into direct covenants with the Transferor in the terms of the covenants on the part of the Transferee contained in clauses 4.1, 4.2, 4.4 and 4.9 of a Transfer of the land in this title dated 7 September 1998 made between The Wellcome Foundation Limited (1) Glaxo Group Limited (2) and Laing Homes Limited (3)".

6.2 Whilst the Property is vested in Laing Homes Limited (company number 518602) or the estate roads and open parts of the Property remain vested in a single management company who is the immediate successor in title of Laing Homes Limited (company number 518602) to the same, the Transferor covenants not to dispose of any freehold interest in all or part of the Retained Land or the Blue Land without procuring from the disponee a direct covenant with Laing Homes Limited or such immediate successor (as applicable) in the terms of the covenant on the part of the Transferor contained in clause 5.6 of a transfer of land being part of Langley Court, Beckenham, Kent dated 7 September 1998 made between The Wellcome Foundation Limited (1) Glaxo Group Limited (2) and Laing Homes Limited (3) and in the terms of this Clause 6.2.

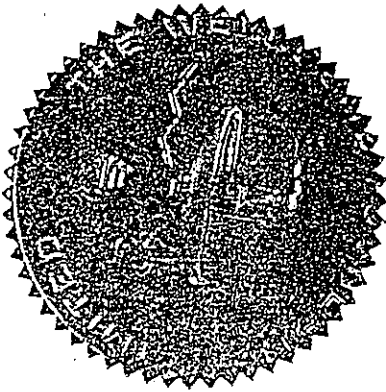
7. It is hereby agreed and declared:

7.1 the words "at his own cost" in the covenant implied by Section 2(1)(b) of the Act shall be deleted and replaced by the words "at the cost of the Transferee"; and

7.2 the covenant implied by Section 3(1) of the Act shall apply only to charges, incumbrances or other rights exercisable by third parties created by or within the actual knowledge of the Transferor.

8. The Transferor hereby acknowledges the right of the Transferee to the production of the Documents numbered 1, 2, 3, 8, 9, 10, 15, 17, 18, 19, 20 and 22 in Schedule 1.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their common seals the day and year first above written.



THE COMMON SEAL of THE WELLCOME FOUNDATION LIMITED was hereunto affixed in the presence of:

Director

Director/Secretary

14, 664

For the purposes only of giving the directions referred to in Clause 1 THE COMMON SEAL of GLAXO GROUP LIMITED was hereunto affixed in the presence of:

Director

Director/Secretary

SCHEDULE 1
The Documents

No	Date	Description of Document	Parties
1	28/06/1913	Agreement for surface water drainage	Urban District Council for the Parish of Beckenham (1) Agatha Margaret Goodhart, Emanuel Charles Goodhart, Frederick Emanuel McCormick Goodhart and John Stella Goodhart (Trustees of the late Charles Emanuel Goodhart) (2) Henry Taylor and John Taylor (3)
2	16/10/1919	Conveyance	Arthur Leslie Bucknall, Sydney Loyd Bucknall and Leonard Corfield Bucknall (1) Harold Griffiths (2)
3	16/10/1919	Conveyance	Harold Griffiths (1) Henry Solomon Wellcome (2)
4	21/01/1921	Conveyance	Emanuel Charles Goodhart, Frederick Emanuel McCormick Goodhart, John Stella Goodhart and Gavin Caird Goodhart (1) Harold Griffiths (2)
5	21/01/1921	Conveyance	Harold Griffiths (1) Henry Solomon Wellcome (2)
6	11/03/1922	Agreement re: telegraph wires and underground cable	Henry Solomon Wellcome (1) Post Office Telegraphs (2)
7	April 1923	Agreement Letters re: telegraph pole stays	Post Office Telegraphs (1) Henry Solomon Wellcome (2)
8	17/07/1924	Conveyance of Langley Court (Root)	Henry Solomon Wellcome (1) The Wellcome Foundation Limited (2)
9	17/07/1924	Conveyance of Land in Wickham Way (Root)	Henry Solomon Wellcome (1) The Wellcome Foundation Limited (2)
10	28/01/1927	Agreement to widen South Eden Park Road	Beckenham Urban District Council (1) The Wellcome Foundation Limited (2)
11	08/09/1927	Conveyance	John Stella Goodhart, Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Ernest Henry Aubrey and William Banfield (2)

No	Date	Description of Document	Parties
12.	13/07/1928	Conveyance	Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2)
13.	30/07/1929	Conveyance	Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2)
14.	09/10/1930	Conveyance	Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2)
15.	27/04/1932	Conveyance	John Stella Goodhart, Gavin Caird Goodhart, Burford Henryson Goodhart and Claude Montague Castle (1) Henry Thomas Taylor and John Taylor (2) Ernest Henry Aubrey William Banfield and Henry Alfred Miller Fishwick (3)
16.	19/06/1935	Conveyance of a piece of land at Wickham Way (Root)	Ernest Henry Aubrey, William Banfield and Henry Alfred Miller Fishwick (1) The Wellcome Foundation Limited (2)
17.	19/06/1935	Undertaking re: Town Planned Road	Ernest Henry Aubrey, William Banfield and Henry Alfred Miller Fishwick
18.	21/10/1935	Agreement re: erection of Water Tower	The Urban District Council Beckenham (1) The Wellcome Foundation Limited (2)
19.	30/11/1938	Agreement granting easement for surface water sewer	The Wellcome Foundation Limited (1) The Mayor Aldermen and Burgesses of the Borough of Beckenham (2)
20.	01/04/1944	Deed of Grant of Easement re: cables and other apparatus	The Wellcome Foundation Limited (1) The Mayor Aldermen and Burgesses of the Borough of Beckenham (2)
21.	02/09/1948	Wayleave Agreement re: service pipe	The Wellcome Foundation (1) South Suburban Gas Co (2)
22.	20/07/1990	Section 52 Agreement	The Mayor and Burgesses of London Borough of Bromley (1) The Wellcome Foundation Limited (2)

No	Date	Description of Document	Parties
23.	24/12/1997	Section 106 Agreement	The Wellcome Foundation Limited (1) Glaxo Wellcome Plc (2) The London Borough of Bromley (3)

SCHEDULE 2
The Tenancy

Date	Document	Parties
21/12/1964	Lease	The Wellcome Foundation Limited (1) The London Electricity Board (2)

SCHEDULE 3
Rights Granted

FA The right in common with others entitled to the same:

1. following reasonable prior notice, to enter onto the Blue Land insofar as is necessary and at the Transferee's cost to make connections to those foul and surface water sewers and pipes, wires, cables and other conducting media ("Services") now or within the Perpetuity Period laid or to be laid within the Blue Land and intended to serve the Property and thereafter to use the same PROVIDED THAT (except in respect of Services installed pursuant to paragraph 2 of this Schedule, in which case the provisions of that paragraph apply) the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration).
2. with the prior approval of the Transferor as to routes and levels (such approval not to be unreasonably withheld or delayed for routes within footpaths verges open spaces or the intended sites thereof) and following reasonable prior notice, to enter onto the Blue Land to install at the Transferee's cost under in or over the Blue Land Services for the benefit of the Property PROVIDED THAT the Transferee will bear the costs of maintaining and keeping the same in good repair and condition. All such Services shall remain within the ownership and responsibility of the Transferee pending adoption.
3. following reasonable prior notice, to enter onto the Southern Land so far as necessary and at the Transferees cost to make connection to those sewers now or within the Perpetuity Period laid or to be laid within the Southern Land and in turn intended to serve the Property and thereafter to use the same PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration).
4. with the prior approval of the Transferor as to routes and levels (such approval not to be unreasonably withheld) and following reasonable prior notice to enter the Southern Land to install at the Transferee's cost under the Southern Land Services for the benefit of the Property. PROVIDED THAT the Transferee will bear the costs of maintaining and keeping the same in good repair and condition. All such services shall remain within the ownership and responsibility of the Transferee pending adoption.
5. following reasonable prior notice, to enter with or without workmen upon the Southern Land for the purposes of carrying out work to connect into and to use in connection with the

Property flood storage in accordance with the requirements of the relevant authority (if any) at the cost of the Transferee.

6. following reasonable notice, to enter upon the Northern Land for the purpose of carrying out works in relation to the provision of sight lines and/or vision splays (insofar as the same are required to be provided by the Local Authority) and the right to remove any fencing, trees, shrubs, hedges or other structures (but not buildings) which may impede or obstruct any such sight lines and/or vision splays any such works to be carried out at the cost of the Transferee.
7. following reasonable notice to enter upon the Blue Land for the purposes of demolishing the building known as "Building 88" such work to be carried out at the cost of the Transferee subject to the Transferee restoring the surface of the Blue Land the subject of or affected by such demolition to the reasonable satisfaction of the Transferor.
8. to enter so far as necessary following reasonable notice onto the Blue Land to carry out works to comply with the Transferee's obligation contained in Clause 4.4 hereof at the cost of the Transferee.
9. until the later of the first day of September 1999 and the Transfer to the London Borough of Bromley (or its statutory successors) of the Northern Land to pass and repass with or without vehicles including construction vehicles over and along the Temporary Access for the purposes of access to and egress from the Property PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default to be determined by arbitration).
10. the right to use any wheel washing plant for the time being installed and thereafter if retained by the Transferor on the Northern Land at a point immediately adjacent to the Temporary Access PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default to be determined by arbitration).
11. to enter with such workmen equipment scaffolding and appliances as the Transferee acting reasonably may consider necessary onto the relevant servient tenement so far as necessary and (except in the case of emergency) after reasonable written notice to the Transferor to inspect, repair, maintain, renew, replace and cleanse the connections and services the subject of the rights in paragraphs 1, 2, 3, 4 and 5 at the cost of the Transferee or as provided for by those paragraphs

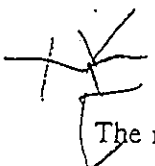
12. to pass and repass (with or without vehicles) through the Blue Land over and along such route as the owner for the time being of the Blue Land acting reasonably may specify for the purpose of an emergency link between the Property and the road known as South Eden Park Road PROVIDED ALWAYS that should the owner for the time being of the Blue Land at any time or times vary the route or position of the emergency link the owner for the time being of the Blue Land will grant to the Transferee an alternative emergency link in such position as the Transferee and the owner for the time being of the Blue Land agree (both acting reasonably).
13. the right to carry out development on the Property notwithstanding that the access of light and air to the Blue Land or any part thereof may be affected.
14. to use those foul water sewers now laid within the Retained Land and intended to serve the Property PROVIDED THAT the Transferee will bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration). For the avoidance of doubt the Transferee will not be entitled to enter upon the Retained Land in connection with this right or otherwise.

PROVIDED THAT the exercise of the above rights in this schedule shall be subject to:

- (a) inspections and works involving entry onto any part of the relevant servient tenement being limited as far as practicable as far as practicable to the parts thereof unbuilt upon from time to time;
- (b) no nuisance, damage or disturbance being caused to the relevant servient tenement and all damage caused being made good forthwith to the reasonable satisfaction of the owner and occupiers for the time being of the relevant servient tenement.
- (c) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate);
- (d) free and uninterrupted passage and running of water and services being maintained at all times from and to the relevant servient tenement when works are being carried out to the sewers and services serving the Property.
- (e) in the case of the rights at paragraphs 6 and 7 of this Schedule, the Transferee will:
 - (i) use all reasonable endeavours to carry out all such works within 18 months from the date of this deed;

- (ii) notify the Transferor forthwith following the carrying out of any such works; and
 - (iii) use all reasonable endeavours to assist the Transferor in securing the cancellation at HM Land Registry of such rights forthwith following the exercise thereof.
- (f) in the case of the right at paragraph 9 of this Schedule, the Transferee will use all reasonable endeavours to assist the Transferor in securing the cancellation at HM Land Registry of such right forthwith following the later of 1 September 1999 and the transfer to the London Borough of Bromley (or its statutory successor) of the Northern Land.

SCHEDULE 4
Reserved Rights

 The right in common with all others entitled to the same of or to:

1. passage at all times and for all purposes for the benefit of the Retained Land and the Northern Land with or without vehicles over:
 - (a) the Access Roads, the Transferor and all others benefitting therefrom paying a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration); or
 - (b) during construction of the Access Roads, such alternative route as the Transferor and the Transferee (both acting reasonably) may agree.
2. passage at all times of such services as the Transferor from time to time requires through the Infrastructure serving the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate) whether solely or in common with the Property or other land PROVIDED THAT the owners for the time being of the relevant servient tenement shall bear a fair and reasonable proportion (having regard to the nature and extent of user) of the costs of maintaining and keeping the same in good repair and condition (such proportion in default of agreement to be determined by arbitration)
3. access onto the Property at all times with such workmen, equipment, scaffolding and appliances as the Transferor considers necessary to:
 - 3.1 construct the Access Roads or any part thereof at the cost of the Transferee if the Transferee fails to do so;
 - 3.2 with the prior approval of the Transferee as to routes and levels (such approval not to be unreasonably withheld or delayed for routes within footpaths verges open spaces or intended sites thereof), install under in or over the Property Infrastructure for the benefit of the Retained Land, the Northern Land, the Southern Land or the Blue Land. Such Infrastructure will remain within the ownership and responsibility of the owners for the time being of the land benefitting from the Infrastructure pending adoption;
 - 3.3 inspect, repair, maintain, renew, replace and cleanse the Access Roads and Infrastructure serving the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate) in common with the Property or any part thereof if the Transferee fails to do so

in accordance with the covenants on its part in the Transfer either at the cost of the Transferee or as provided by paragraphs 1(a) and 2 of this Schedule;

3.4 inspect, repair, maintain, renew, replace and cleanse any Infrastructure solely serving the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate) at the cost of the owners for the time being of the land benefitting from such Infrastructure;

3.5 make connections to the Infrastructure and to use the Infrastructure for all purposes in connection with the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate), the points of connection in the Property to be approved by the Transferee (such approval not to be unreasonably withheld or delayed and not to be required for connections within roads, footpaths, verges, open spaces or sites or intended sites thereof); and

3.6 make connections to any Services laid pursuant to paragraphs 2 and 4 of Schedule 3 to this Transfer and use such services for all purposes in connection with the Retained Land, the Northern Land, the Southern Land and the Blue Land and to repair, maintain, renew, replace and cleanse the same.

3.7 if the Transferee shall be in breach of any obligation on its part in relation to the provision of visibility splays and/or sight lines or to lay out or shall fail to maintain areas of landscape pursuant to clause 4.4 or to repair and maintain the bund pursuant to clause 4.9 of this Transfer, to carry out such works the reasonable costs incurred by the Transferor in so doing to be paid by the Transferee within twenty one days of receipt by the Transferee of the Transferor's surveyors certificate as to the costs so incurred.

4. for the benefit of the Blue Land the right:

4.1 of entry upon the Property upon reasonable notice for the purposes of demolishing the building known as "Building 88" such work to be carried out at the cost of the owner for the time being of the Blue Land and subject to such owner restoring the surface of the Property the subject of or affected by the demolition to the reasonable satisfaction of the Transferee.

4.2 to enter so far as necessary following reasonable notice onto the Property to carry out works to the buffer strip within the Blue Land or the Retained Land at the boundary of the Property at the cost of the owner for the time being of the Blue Land or the Retained Land (as appropriate)

4.3 to enter upon the Property following reasonable notice for the purpose of laying a high voltage electricity cable at the cost of the owner for the time being of the Blue Land between Wickham Way and the Blue Land over such route as the Transferee may acting reasonably specify to serve the Blue Land and thereafter to use the same

in accordance with the covenants on its part in the Transfer either at the cost of the Transferee or as provided by paragraphs 1(a) and 2 of this Schedule;

3.4 inspect, repair, maintain, renew, replace and cleanse any Infrastructure solely serving the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate) at the cost of the owners for the time being of the land benefitting from such Infrastructure;

3.5 make connections to the Infrastructure and to use the Infrastructure for all purposes in connection with the Retained Land, the Northern Land, the Southern Land or the Blue Land (as appropriate), the points of connection in the Property to be approved by the Transferee (such approval not to be unreasonably withheld or delayed and not to be required for connections within roads, footpaths, verges, open spaces or sites or intended sites thereof); and

3.6 *subject to there being sufficient capacity available for such connection in the reasonable opinion of the Transferee*
make connections to any Services laid pursuant to paragraphs 2 and 4 of Schedule 3 to this Transfer and use such services for all purposes in connection with the Retained Land, the Northern Land, the Southern Land and the Blue Land and to repair, maintain, renew, replace and cleanse the same.

3.7 if the Transferee shall be in breach of any obligation on its part in relation to the provision of visibility splays and/or sight lines or to lay out or shall fail to maintain areas of landscape pursuant to clause 4.4 or to repair and maintain the bund pursuant to clause 4.9 of this Transfer, to carry out such works the reasonable costs incurred by the Transferor in so doing to be paid by the Transferee within twenty one days of receipt by the Transferee of the Transferor's surveyors certificate as to the costs so incurred.

4. for the benefit of the Blue Land the right:

4.1 of entry upon the Property upon reasonable notice for the purposes of demolishing the building known as "Building 88" such work to be carried out at the cost of the owner for the time being of the Blue Land and subject to such owner restoring the surface of the Property the subject of or affected by the demolition to the reasonable satisfaction of the Transferee.

4.2 to enter so far as necessary following reasonable notice onto the Property to carry out works to the buffer strip within the Blue Land or the Retained Land at the boundary of the Property at the cost of the owner for the time being of the Blue Land or the Retained Land (as appropriate)

4.3 to enter upon the Property following reasonable notice for the purpose of laying a high voltage electricity cable at the cost of the owner for the time being of the Blue Land between Wickham Way and the Blue Land over such route as the Transferee may acting reasonably specify to serve the Blue Land and thereafter to use the same

- 4.4 to enter with such workmen equipment scaffolding and appliances as the owner for the time being of the Blue Land acting reasonably may consider necessary onto the Property so far as necessary and (except in the case of emergency) after reasonable written notice to the Transferee to inspect, repair, maintain, replace and cleanse at the cost of the owner for the time being of the Blue Land the Services and Installations within the Property and serving the Blue Land and the connections to them.
- 4.5 to pass and repass (with or without vehicles) through the Property over and along such route as the Transferee acting reasonably may specify for the purpose of an emergency link between the Blue Land and the road known as South Eden Park Road PROVIDED ALWAYS that should the Transferee at any time or times vary the route or position of the emergency link the Transferee will grant to the owner for the time being of the Blue Land an alternative emergency link in such position as the owner for the time being of the Blue Land and the Transferee agree (both acting reasonably).
5. the right to carry out development on the Retained Land, the Northern Land, the Southern Land and the Blue Land notwithstanding that the access of light and air to the Property or any part thereof may be affected.

PROVIDED THAT the exercise of the above rights shall be subject to:-

- (a) inspections and works involving entry on to any part of the Property being limited as far as practicable to the part thereof unbuilt upon from time to time;
- (b) no nuisance, damage or disturbance being caused and all damage being made good forthwith to the reasonable satisfaction of the Transferee;
- (c) compliance in all respects with the requirements of the relevant authorities and statutory undertakers (as appropriate).
- (d) free and uninterrupted passage of running water and services being maintained so far as practicable at all times from and to the Property when works are being carried out to the sewers and services serving the Retained Land, the Northern Land, the Southern Land and the Blue Land.
- (e) in the case of the rights at paragraph 4.1 and of this Schedule, the owner for the time being of the Blue Land will:
 - (i) notify the Transferee forthwith following the carrying out of any such works; and

(ii) use all reasonable endeavours to assist the Transferee in securing the cancellation at HM Land Registry of such rights forthwith following the exercise thereof. XL

LAING HOMES BUFFER ZONE
PLANNING SPECIFICATION

LANGLEY COURT, BECKENHAM

December 1997

Introduction

Glaxo Wellcome Biotechnology's requirements, as part of the Langley Court Planning Application, are that a buffer zone up to 30 m wide as detailed in the contract plan, part of which lies within the disposal site is established between the Biotech site and the disposal site. This zone includes the Biotechnology security fence and a 1 metre zone beyond the fence to prevent vegetation growth and enable security to be effectively maintained.

The buffer zone has been designed to protect future users of the disposal site from noise impact and provide a visual screen.

This specification defines permitted uses within the buffer zone and describes the planting treatment required to achieve a visually strong zone appropriate to the site.

Existing and proposed boundaries

The proposed buffer zone is characterised by a number of existing and proposed boundaries and features, which divide it into a number of zones. Common to the whole length of the buffer zone is the Glaxo Wellcome Biotech security fence. This consists of a 2.4 metre high steel mesh fence supported on lattice structure posts all coloured a recessive grey-green colour. To each side of the fence is a 1 metre clear zone to aid security and maintenance. The character zones, which can be defined, are:

Zone A (Northern Section)

The northern buffer zone runs from the proposed new north entrance to the GWB site to the point where it meets the existing walled garden. This part of the zone includes within its 30 metre width the proposed new road access to GWB site and car parking.

Zone B (Walled Garden)

Approximately 70 metres of the buffer zone runs through the existing walled garden now part of the disposal site. The wall is to be retained as an existing feature.

Zone C (Southern Section/Chestnut Drive)

Beyond the walled garden the southern part of the buffer zone runs adjacent Chestnut Drive, located on the GWB site, and open space designated within the disposal site.

Zone D (Southern Boundary adjacent to Southern Employment Zone)

From the south eastern corner of the Biotechnology site to the south gate entrance.

Proposed Land Uses

In general the purpose of the zone is to ensure separation between conflicting land uses. Thus no new buildings are to be developed within the zone, either for employment or residential uses. Below ground structures supporting site infrastructure may be developed within the zone and a pumping station serving the sites foul drainage system may be constructed within the zone in a location adjacent to the south eastern corner of the GWB site. Permitted uses beyond these are restricted to the following:-

Zone A

- Vehicular and service access within GWB site boundary
- Planting as specified and maintenance access

Zone B

- Vehicular and service access within GWB site boundary
- Vehicular access, parking, garages, car ports, and service access within the walled garden. Garages and car ports will be permitted if planning consent is granted and specific approval from GWB is also granted.
- Planting as specified and maintenance access
- Temporary construction access

Zone C

- Planting as specified and maintenance access
- Temporary construction access
- Service access
- Pumping station, substation and other service facilities

Zone D

- Vehicular and service access within GWB site boundary
- Vehicular, service access and parking within the Southern Employment Site
- Planting as specified and maintenance access

Proposed Planting

The new planting should reflect the species which are currently growing on the site. Since the buffer zone consists of a number of definable areas the planting should reflect these as appropriate.

In zones A and C the existing trees and shrubs within the buffer zone should be augmented with new trees planted at 4 metre centres with under planting of native shrubs at 1 metre centres to a minimum width of 8m where sufficient land is available.

Trees should be supplied at a range of sizes from 60 centimetres high whips to 12 cm girth standard trees. Underplanting species should be supplied as whips between 30cm and 60cm high.

There is limited potential for new planting within zones B and D, but these areas will be planted with species detailed below wherever possible.

In order to encourage rapid establishment and protect against rabbit damage all planting should be protected with tree and shrub shelters or rabbit guards.

The tree planting within the zones should be selected from the following species.

Zone A (Northern Section)

Birch	(Betula pendula)	Scots Pine	(Pinus sylvestris)
Holly	(Ilex aquifolium)	Horse Chestnut	(Aesculus hippocastanum)
Oak	(Quercus robur)		

Zone B (Walled Garden)

Beech	(Fagus sylvatica)
Birch	(Betula pendula)
Holly	(Ilex aquifolium)
Horse Chestnut	(Aesculus hippocastanum)
Lime	(Tilia spp)
Oak	(Quercus Robur)
Whitebeam	(Soebus spp)

Zone C (Southern Section/Chestnut Drive)

Ash	(Fraxinus excelsiur)
Birch	(Betula pendula)
Holly	(Ilex aquifolium)
Oak	(Quercus robur)
Maple	(Accr platanoides)
Sweet Chestnut	(Castanea sativa)
Cherry	(Prunus spp)

Zone D (Farm Road)

Lime	(Tilia spp)
Beech hedging	(Fagus sylvatica)
Holly	(Ilex aquifolium)

The under planting within the above zones should be selected from the following:-

Hazel	(Corylus avellana)
Hawthorn	(Crataegus monogyna)
Laurel	(Prunus lauroeasus)
Blackthorn	(Prunus spinosa)
Dog Rose	(Rosa canina)

NOTES:


1. Flood levels are from Environment Agency model results (February 1998) for 100 year flood return period event.

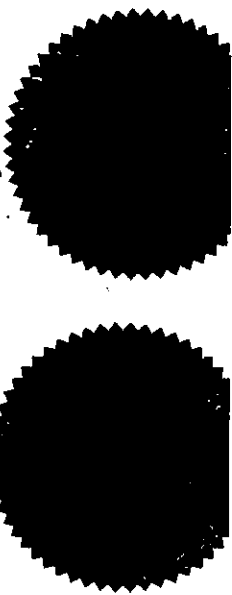
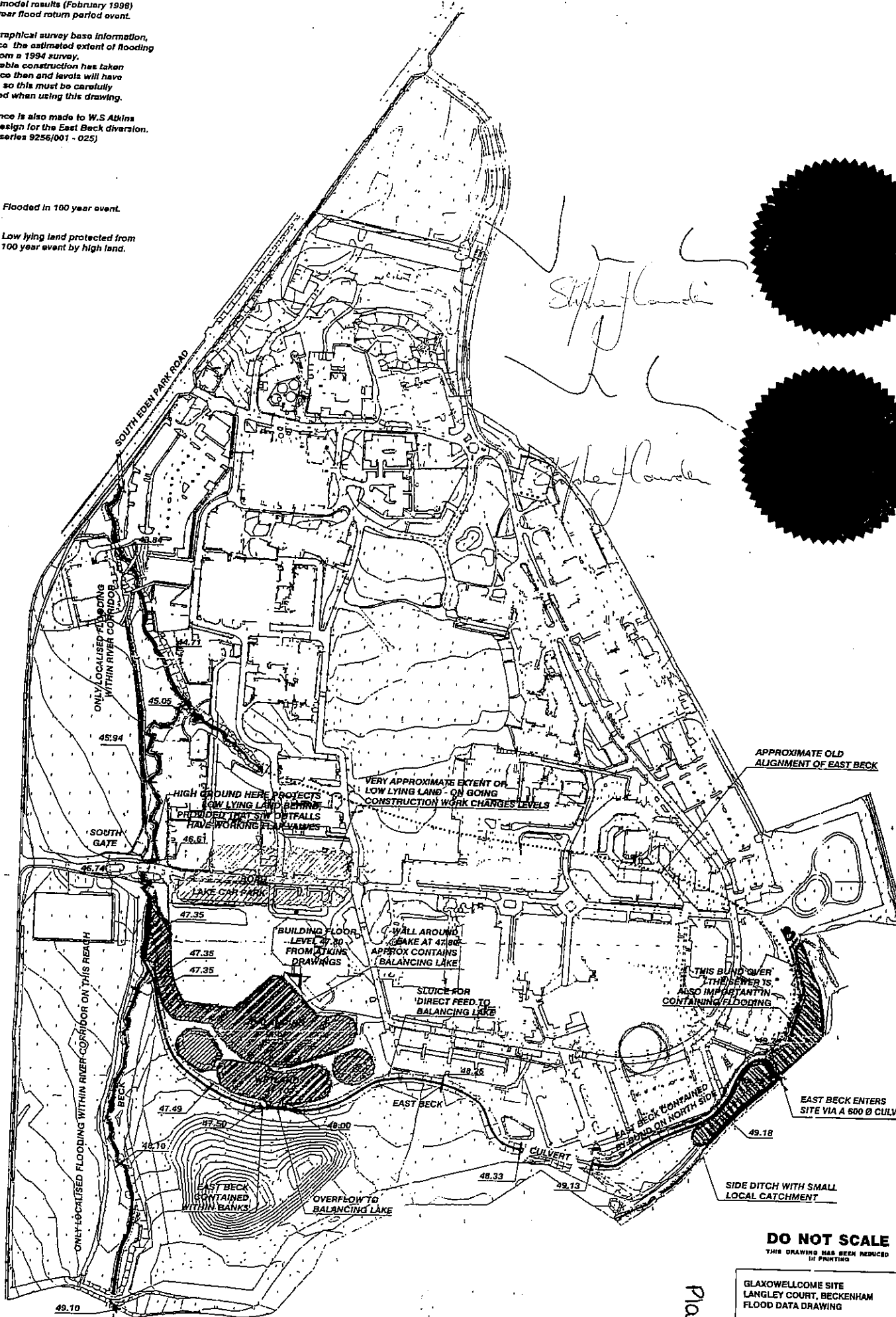
2. Topographical survey base information, and hence the estimated extent of flooding comes from a 1994 survey. Considerable construction has taken place since then and levels will have changed, so this must be carefully considered when using this drawing.

3. Reference is also made to W.S Atkins original design for the East Beck diversion. (drawing series 9256/001 - 025)

KEY:

 Flooded in 100 year event.

 Low lying land protected from 100 year event by high land.



APPROXIMATE OLD ALIGNMENT OF EAST BECK

THIS BUILDING OVER THE BECK IS ALSO IMPORTANT IN CONTAINING FLOODING

EAST BECK ENTERS SITE VIA A 600 Ø CULVERT

SIDE DITCH WITH SMALL LOCAL CATCHMENT

DO NOT SCALE
THIS DRAWING HAS BEEN REDUCED
IN PRINTING

GLAXOWELLCOME SITE
LANGLEY COURT, BECKENHAM
FLOOD DATA DRAWING



Plan 3

49.10

2x
TERS SITE

DED10209.SAM MRC/GLT 4/9/98

THIS DEED OF COVENANT is made the 7th day of ~~September~~ One thousand nine hundred and ninety-eight BETWEEN:-

- (1) LAING HOMES LIMITED whose registered office is at Page Street London NW7 2ER ("Laing")
- (2) THE WELLCOME FOUNDATION LIMITED whose registered office is at Glaxo Wellcome House Berkeley Avenue Greenford Middlesex UB6 0NN ("Wellcome") which expression shall include the successors in title the owner from time to time of the Blue Land

NOW THIS DEED WITNESSETH that:-

1. IN THIS DEED the following expressions shall have the following meanings:-

"Transfer" means a Transfer of even date between Wellcome (1) Glaxo Group Limited (2) and Laing (3) at a price of Seventeen million seven hundred thousand pounds (£17,700,000.00)

"Blue Land" has the same meaning as that ascribed to it in the Transfer

"Property" has the same meaning as that ascribed to it in the Transfer

2. WELLCOME hereby covenants with Laing:-

2.1 to observe and perform the rights and obligations set out in The Schedule

2.2 not to transfer all or any of the Blue Land without first procuring from the transferee a deed of covenant in favour of Laing in the form of this Deed including this Clause 2.2

3. IN the event that the provisions of Paragraph 5 of the Schedule hereto apply then within 28 days of service of written notice by Wellcome to Laings Laings will enter into a deed of easement in such form as Wellcome shall reasonably require:-

- (a) granting a right of way with or without vehicles over the roads within the Property for the benefit of such part of the Blue Land ("the Relevant Land") as has planning permission for Residential Development as defined in Paragraph 1 of the Schedule hereto (but only for or connected with the residential occupation of such Residential Development on the Relevant Land)
- (b) granting a right for Wellcome to connect into the roads on the Relevant Land on the Property at such point as Laings acting reasonably may specify
- (c) The rights in (a) and (b) above will not become exercisable until the owner of the Relevant Land shall have entered into a deed of covenant in respect of each dwelling erected or to be erected on the Relevant Land with the company responsible under the transfers of dwellings on the Property for maintenance of the roads in respect of which the rights are to become exercisable such deed of covenant to be in a form reasonably required by such company and to:-
 - (1) contain the obligations and provisions for payment of Estate Maintenance Charge and covenants so far as relating to use of such roads as are contained in the attached form of transfer (or such other obligations provisions and covenants as are contained in the form of transfer of dwellings on the Property)
 - (2) provide for the Estate Maintenance Charge to be calculated in the same manner as in the form of transfer of dwellings on the Property so far as

relating to the said roads (including without limitation lighting and verges and entrance gates and security and portorage)

(3) secure the obligation to pay the Estate Maintenance Charge by way of estate rentcharge on each dwelling erected or to be erected on the Relevant Land as provided in the attached form of transfer (or as provided by subclause (1) above)

(4) provide for the Estate Maintenance Charge to become payable in respect of the period commencing on the date ("Commencement Date") when the said rights are first exercised in respect of any dwelling on the Relevant Land

(5) provide for the Specified Proportion (used to calculate the amount of Estate Maintenance Charge) attributable to each dwelling on the Relevant Land to be calculated as though a Variation of Specified Proportion Notice (as referred to in Paragraph 11 of the Fifth Schedule to the said form of transfer) had been served in respect of the total of the numbers of dwellings erected or to be erected on both the Property and the Relevant Land and as though in that Paragraph the Commencement Date were substituted for the 1st January

(6) the obligations by the said company in the terms of the form of transfer of dwellings on the Property so far as relating to the matters in respect of which the Estate Maintenance Charge is payable

4. The Parties apply to the Land Registrar for entry on the Registers of the Titles to the Property and (when registered) the Blue Land of the respective provisions of this Deed

THE SCHEDULE

1. "Residential Development" shall mean the construction of houses and/or flats for purely residential purposes with an average density per net developable acre of such of the Blue Land as is the subject of planning permission for purely residential purposes (which is not ancillary to or related to a commercial activity) with not more than the average density per net developable acre of the residential development permitted by the planning permission dated 24 December 1997 ref 97.2062 issued by the London Borough of Bromley in respect of the Property (and for the avoidance of doubt and without prejudice to the generality of the foregoing Residential Development shall exclude a nursing home, hostel, student accommodation or other similar institutional use or social housing)
2. Wellcome (which expression shall include their successors in title) hereby covenants with Laing Homes Limited ("Laing") if and so often within a period of ten years from the date hereof Wellcome wishes to undertake a Residential Development on the Blue Land or any part thereof ("the Relevant Part") or market the Property or a Relevant Part on the basis that it is suitable for the purpose of a Residential Development it shall not do so without giving Laing not less than two months written notice ("the Notification") such notification to include any proposed price and other contract terms of sale
3. Within ten working days after the Notification Laing may by notice in writing to Wellcome ("the Counter Notice") confirm that it wishes to enter into negotiations for the purchase of the Property or the Relevant Part (as the case may be) in which event Wellcome and Laing shall within the period of six weeks following service of the

Counter Notice ("the Negotiation Period") negotiate (acting reasonably and in good faith) to achieve an exchange of Contracts

4. If Contracts are not exchanged within the Negotiation Period then Wellcome shall be free to undertake a Residential Development or sell the Property or the Relevant Part to a third party save that upon agreeing terms in principle for the sale of the Property or the Relevant Part (as the case may be) the following provisions shall apply:-
 - (a) Wellcome shall notify Laing in writing of such terms ("the Further Notification")
 - (b) within ten working days thereafter Laing may by notice in writing to Wellcome ("the Further Counter Notice") confirm that it wishes to enter into negotiations for the purchase of the Property or the Relevant Part (as the case may be) on such terms
 - (c) Wellcome and Laing shall within the period of ten working days following service of the Further Counter Notice ("the Further Negotiation Period") negotiate (acting reasonably in good faith) with a view to exchanging Contracts on such further terms
5. If:-
 - (a) Laing fail to serve the Counter Notice within the said period of ten working days or;
 - (b) Contracts are not exchanged for the purchase by Laing of the Property or the Relevant Part (as the case may be) within the Negotiation Period or Laing fail to serve a Further Counter Notice within the said period of ten working days or;

(c) Laing serve the Further Counter Notice but Contracts are not exchanged for the sale of the Property or the Relevant Part (as the case may be) to Laing within the Further Negotiation Period

Wellcome shall be at liberty to undertake a Residential Development of the Property or the Relevant Part or to sell the same and this Clause shall be of no further application to the Property or the Relevant Part (as the case may be)

SIGNED as a Deed by LAING)
HOMES LIMITED acting by a)
Director and its Secretary but)
undelivered until the date hereof)

Director *Paul E Healey*
AM

65888
OR
Secretary

SIGNED as a Deed by THE)
WELLCOME FOUNDATION)
LIMITED acting by a Director and)
its Secretary but undelivered until)
the date hereof)
14, 06

Director *JWS* x
Secretary *Elizabeth Clendenen* x

DATED

199

LAING HOMES LIMITED

(1)

OCTAGON DEVELOPMENTS LIMITED

(2)

ST. ANN'S PARK (VIRGINIA WATER) RESIDENTS COMPANY LIMITED

(3)

(4)

TRANSFER
RELATING TO PLOT NUMBER ST. ANN'S PARK
VIRGINIA WATER SURREY

THIS IS THE FRONT SHEET
OF THE TRANSFER ANNEXED
TO THE DEED OF COVENANT
DATED 7TH SEPTEMBER 1998
AND IS SIMILAR (BUT NOT IDENTICAL)
IN FORMAT TO THE LANGLEY PARK
PLOT TRANSFER

Legal Services Group
29-11-00.

DATED

24 December

1997

The Wellcome Foundation Limited

and

Glaxo Wellcome plc

and

The London Borough of Bromley

Counterpart

Agreement

made pursuant to

Section 106 Town & Country Planning Act 1990 (as amended)

and S120 of the Local Government Act 1972

relating to development of land at Langley Court, Beckenham Kent

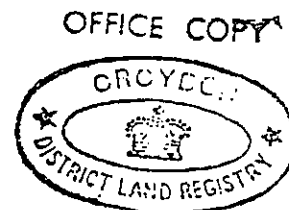


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	The Consent	
	Dell Area	Plan number 2
	Construction Traffic Route	Plan number 3
	Uses of Southern Land	Plan number 4
	Uses of Northern Land	Plan number 5



THIS AGREEMENT made this day of 1997

BETWEEN The Wellcome Foundation Limited whose registered office is at Glaxo Wellcome House, Berkeley Avenue, Greenford, Middlesex (Company Registration Number 194814) of the first part

Glaxo Wellcome plc whose registered office is at Lansdowne House W1 (Company Registration Number 1047315) of the second part

The Mayor and Burgesses of the London Borough of Bromley, Civic Centre, Stockwell Close, Bromley, BR1 3UH of the third part.

1. Definitions and Interpretation

1.1 In this Agreement unless the context otherwise requires the following expressions shall have the meanings respectively assigned to them:

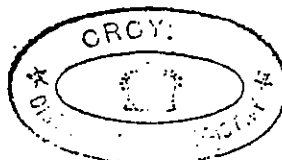
"the 1990 Act"

means the Town and Country Planning Act 1990 as amended

"the Application"

means a Planning Application submitted by GW plc to the Council (allocated Reference 97.2062/0 by the Council) being an application for planning consent for re-development of Part of the Site for B1 (Business) use and residential purposes with continued use of remainder of site for B1 purposes and as open land, with part of the open space at South of the site being available for public use. New access arrangements and on-site car parking, remedial works to the Dell area involving excavation of previously tipped material and

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subsequent backfilling with inert material (part outline)

"the Bond"

means (£268,000) Two Hundred and Sixty Eight Thousand pounds but shall be reduced to the sum of (£26,800) Twenty Six thousand Eight Hundred pounds from the date the Certificate of Completion has been issued and it shall be in the form of the document annexed hereto

"the Certificate of Completion"

means a certificate or letter in lieu thereof to be issued by the Engineer when the carrying out of the Traffic Works shall have been completed to his reasonable satisfaction

"the Chief Planner"

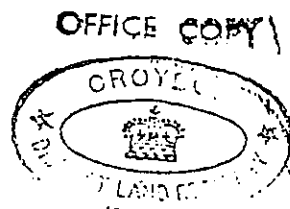
means the Chief Planner for the time of the Council which expression shall be deemed to include his successor for the time being by whatever title known and also the servants and agents of the Chief Planner

"the Commercial Land"

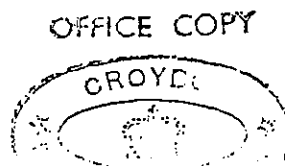
means the part of the Site the location whereof is shown coloured brown on the Site Plan intended to be utilised for commercial development as part of the Development Scheme and which is to be the subject of the Planning Obligations contained in Paragraphs 5, 6 and 8 of the First Schedule

"the Consent"

means the outline planning permission to be granted pursuant to the Application in the form annexed hereto



- "the Council" means the London Borough of Bromley
- "the Dell Area" means the area illustrated on plan number 2
- "the Development Scheme" means the development of the Site and the carrying out of the works in accordance with the Application and pursuant to the Consent
- "the Borough Treasurer" means that the Borough Treasurer for the time being of the Council which expression shall be deemed to include his successor for the time being by whatever title known and also the servants and agents of the Borough Treasurer
- "the Drawings" means Drawing Number. 3T43263/A/11A and Drawing Number A/16A
- "the Education Contributions" means seven hundred and thirty thousand pounds (£730,000) pounds being the sum to be contributed by GW plc towards the cost of provision of necessary education facilities in relation to any publicly funded school of whatever status to serve the Development Scheme as provided in Paragraph 2 of the Second Schedule
- "the Engineer" means the Director of Environmental Services for the time being of the Council which expression shall be deemed to include the successor(s) by whatever title known and also



the servants and agents of the Director of Environmental Services

GW plc

means Glaxo Wellcome plc

"the Highway Land"

means the land coloured green on the Site Plan

"the Historic Buildings"

means the mansion, dairy, stables and chapel all of which are coloured orange on the Site Plan

"the Maintenance Certificate"

means the certificate or letter in lieu thereof issued by the Engineer to The Wellcome Foundation Limited at the expiration of the maintenance period referred to in Paragraph 12 Schedule Three hereof

"the Northern Land"

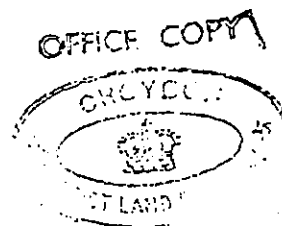
means the part of the Site the location whereof is shown coloured square hatched blue on the Site Plan

"the Open Space"

means the parts of the Site the location whereof is shown coloured purple on the Site Plan together with a further area of approximately 0.48 acres or as varied by the detailed layout approval and which is to be the subject of the Planning obligations contained in Paragraph 2 of the First Schedule

"the Recreation Endowment"

means the sums to be contributed by GW plc towards the cost of the management and maintenance of the Southern land



the servants and agents of the Director of Environmental Services

GW plc

means Glaxo Wellcome plc

"the Highway Land"

means the land coloured green on the Site Plan

"the Historic Buildings"

means the mansion, dairy, stables and chapel all of which are coloured orange on the Site Plan

"the Maintenance Certificate"

means the certificate or letter in lieu thereof issued by the Engineer to The Wellcome Foundation Limited at the expiration of the maintenance period referred to in Paragraph 12 Schedule Three hereof

"the Northern Land"

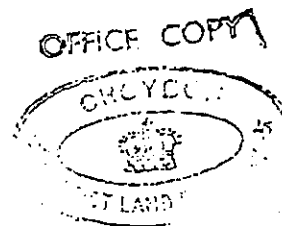
means the part of the Site the location whereof is shown coloured square hatched blue on the Site Plan

"the Open Space"

means the parts of the Site the location whereof is shown coloured purple on the Site Plan together with a further area of approximately 0.48 acres or as varied by the detailed layout approval and which is to be the subject of the Planning obligations contained in Paragraph 2 of the First Schedule

"the Recreation Endowment"

means the sums to be contributed by GW plc towards the cost of the management and maintenance of the Southern land



"the Residential Land"

means the part of the Site the location whereof is shown coloured blue on the Site Plan which is to be subject to the Planning obligations contained in paragraphs 1 2 7 and 9 of the First Schedule

"the Site"

means the property belonging to TWFL known as Langley Court Beckenham Kent and which is shown edged red on the Site Plan

"the Site Plan"

means the plan showing land and premises at Langley Court, Beckenham in the London Borough of Bromley which is for the purpose of identification annexed hereto Number 1

"the Southern Land"

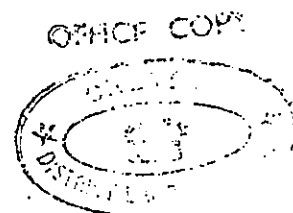
means the part of the Site the location whereof is shown coloured cross hatched green on the Site Plan to be transferred to the Council as provided in Paragraph 3 of the First Schedule

"the Transport Plan"

means a plan to encourage travel to the commercial parts of the Site by means other than the motor car

"Traffic Works"

means the Highway works which involve a roundabout improvement at the North of South Eden Park Road and the improvements to the South Gate which works are shown on the Drawings and may be subject to alteration pursuant to plans supplied under Paragraph 3 of Schedule 3



TWFL

means The Wellcome Foundation Limited

"TWFL's Commercial Land"

means the part of the Site position of which is shown coloured yellow on the Site Plan

1.3 Unless the context otherwise requires:

1.3.1 references herein to the neuter gender shall include the masculine and feminine genders; and

1.3.2 the singular shall include the plural; and

1.3.3 wherever provision is made in this Agreement for the approval or consent of a person to be given it shall be deemed that such approval or consent shall not be unreasonably withheld or delayed

1.3.4 reference to an authority includes (i) any authority to whom its powers are delegated or (ii) any successor authority

1.3.5 reference to any statute includes (i) any modification or re-enactment thereof and (ii) any relevant regulations orders or instruments made pursuant thereto

1.3.6 for the purpose of clauses 6 7 and 8 and the Third Schedule, TWFL will also mean its successors or any contractor employed, commissioned or obligated by TWFL to carry out the Traffic Works

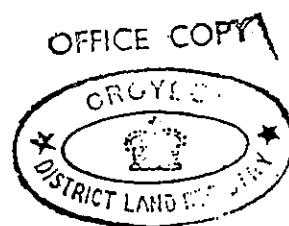
2. Recitals

2.1 The Council is the Local Planning Authority for the purposes of the 1990 Act for the area in which the Site is situated and the Council is also the Highway Authority for the London Borough of Bromley

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- 2.2 TWFL is proprietor with freehold title of the Site free from encumbrances
- 2.3 GW plc is the holding company for the group of companies which includes TWFL and submitted the Application for the Consent to the Council
- 2.4 The Application proposes (inter alia) the redevelopment of part of the site for B1 (Business) use and residential purposes (with continued use of the remainder of the site for BI purposes and as open land, with part of the open space at the south of the site being available for public use) new access arrangements and on-site car parking and remedial works to the Dell area involving excavation of previous tipped material and subsequent backfilling with inert material
- 2.5 The Council has a policy in its adopted Unitary Development Plan 1994 under policies C.1 and C.3 to seek the provision of contributions to community facilities including education facilities and recreation facilities by a developer in association with developments of the nature of the Development Scheme
- 2.6 The Council has resolved to grant the Consent subject to (i) the conditions set out in the draft marked "Draft Planning Consent" annexed hereto and (ii) the planning obligations and other undertakings contained in this Agreement
- 2.7 TWFL and GW plc have agreed to enter into this Agreement so as to impose planning obligations and other undertakings upon the Site restricting and regulating the carrying out of the Development Scheme in the event that the Consent is granted by the Council
- 2.8 TWFL has agreed to enter this Agreement so as to be able to carry out the Traffic Works



3. Statutory Authority

This Agreement is made pursuant to Section 106 of the 1990 Act as amended by Section 12(1) Planning and Compensation Act 1991, and Section 120 of the Local Government Act 1972 Section 111 of the Local Government Act 1972 and all other powers enabling the Council to enter into this Agreement with the intent that it should be binding not only on the parties hereto but also (subject to clause 9) upon their successors in title and any persons or bodies corporate deriving title by or through or under them provided that in accordance with Section 106(a) of the Town and Country Planning Act 1990 neither that owner nor any person deriving title from the owner shall have any such liability under this Agreement (but without prejudice to the rights of the Council in respect of any antecedent breach) in respect of any period during which the owner (or as the case may be such other person) no longer has any interest in the part of the Site in respect of which the breach occurs.

4. Obligations to be void if Consent not granted or implemented

If the Consent is not granted implemented or is revoked then this Agreement shall become void and of no effect but shall otherwise have full effect

5. Covenants

5.1 TWFL for itself and its successors in title hereby covenants with the Council to observe and perform the planning obligations set out in the First Schedule hereto and the planning obligations in respect of the Traffic Works contained in the Third Schedule

5.2 GW plc hereby covenants with the Council to observe and perform the planning obligations contained in the Second Schedule

5.3 The Council hereby covenants with GW plc that if it has not applied or made arrangements for the application of all or any part of the Education



Contributions within five years from the date of receipt of the same in accordance with this Deed (time being of the essence hereof) then the Education Contributions or part thereof (as the case may be) shall become repayable on demand to GW plc or by whom the Education Contributions are paid with interest accrued from the said date of receipt at National Westminster Bank Plc Base Rate on a daily basis until such sum is paid in full PROVIDED ALWAYS that if before the expiry of the said five year period there is any contract or contracts in existence relating to the provision of the necessary education facilities hereinbefore referred to (in relation to any publicly funded school of whatever status) to which the Education Contributions are attributable in the absolute discretion of the Council which contract or contracts shall be completed after the expiry of the said five year period any sum to be repaid to GW plc shall be repaid following payment of the final account in respect of any and all such contracts and the sum to be repaid shall be less all costs incurred and/or paid to provide the said necessary education facilities pursuant to such contractor contracts

5.4 The Council hereby further covenants with GW plc and TWFL

5.4.1 that it shall if requested by GW plc produce to GW plc and TWFL (or its successors by whom the Education Contributions are paid) within 28 days of such request a statement of account as to how the Education Contribution or any part or parts thereof shall have been applied

5.4.2 to issue the Consent plus approval of reserved matters received on the 9th December and illustrated in drawing number A/16A (free from any condition or informative other than any in the Consent) in respect of the access to the Development Scheme from South Eden Park Road as sought by the Application and a letter in the attached form in respect of PD rights and condition number 19 of the Consent within seven days of the date hereof

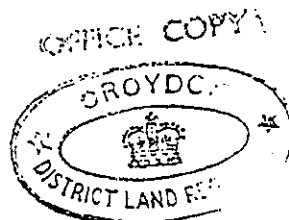


5.4.3 to cancel the registration of any current Waste Licences and all and any previous licences notices and certificates noted in the Land Charges Register, ~~and~~ within seven days from the date of notification that the Environmental Agency confirms that the Dell area and any other areas affected by such licences notices and certificates have been remediated to its reasonable satisfaction and to confirm in writing to TWFL that registration of the said notices licences and certificates have been cancelled

5.4.4. that the notice of approval of reserved matters in respect of Condition [34] (i.e. the Dell Works) of the Consent will not be subject to any conditions restrictive of ~~works~~ ^{working} hours of operation or occupations pursuant to the Consent other than those which appear on the Consent

6. Licence to Enter

- 6.1 The Council grants TWFL and those authorised by TWFL Licence to enter upon such part of the public highway known as South Eden Park Road as is necessary to complete the works for its contractors, servants and agents, vehicles and apparatus and to carry out the Traffic Works in the manner specified in the Third Schedule
- 6.2 When the Certificate of Completion has been issued by the Engineer the Bond shall be reduced to 10% of its original value
- 6.3 As from the date of issue of the Maintenance Certificate the Highway Land shall become highway maintainable at public expense and the Surety will be released from the Bond and any liability concerning the Traffic Works carried out under the aegis of Section 38 of the Highways Act 1980 and Section 111 of the Local Government Act 1972 provided that a Maintenance Certificate shall not be issued until such time as all defects defaults and want of reparation arising during the maintenance period and notified in writing



to TWFL by the Engineer prior to the expiration of the maintenance period have been made good to the reasonable satisfaction of the Engineer

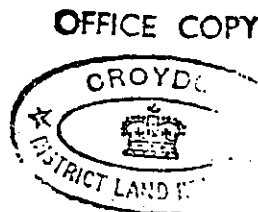
6.4 If TWFL shall fail to perform or observe any of the covenants or obligations on its part herein contained or shall fail duly and regularly to proceed with the Traffic Works to the reasonable satisfaction of the Engineer the Council shall have the right twenty-one days after giving notice of their intention in writing under the hand of the Engineer for the time being to complete the Works or any part thereof in all respects in accordance with the terms and conditions of this Agreement and any expenses reasonably incurred by the Council in connection with the exercise of the power conferred by this Clause shall be repaid by TWFL on demand with interest thereon at the rate of interest currently charged by the Public Works Loan Board for loans to Local Authorities for periods not exceeding five years at the higher maturity rate from the date of demand for payment until the date of actual payment thereof

7. Bond Provisions

7.1 The Bond is to be provided prior to the commencement of the Traffic Works

7.2 The Council shall apply all sums received under the Bond in accordance with Clause 7 hereof solely to the completion of the Traffic Works (the power of entry for such purpose is hereby specifically given) and shall deduct such sums from any demands or charges which may be made by the Council on owners of properties abutting the Traffic Works in respect of any street works carried out under the Highways Act 1980 or any other statutory provisions

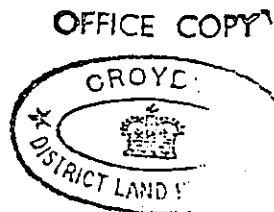
7.3 If the sum paid under the Bond in accordance with Clause 7 exceeds the final cost of the Traffic Works before the Traffic Works become a highway maintainable at the public expense such surplus money shall be refunded to the provider and no interest shall be deemed to have accrued to such surplus



money during the period between its receipt by the Council and its repayment

8. Traffic Works

- 8.1 TWFL will pay all charges properly levied by any of the statutory undertakers in connection with the removal protection or alteration of any of their apparatus required as a result of the Traffic Works
- 8.2 If in any case a statutory undertaker requires that the Council shall be responsible for the reasonable and proper cost of any such removal protection or alteration consequent upon the Traffic Works TWFL shall pay such cost and the costs incurred by the Council in so doing, such fee not to exceed £1000 to the Council as soon as so requested in writing by the Engineer and instruction to carry out such removal protection or alteration will not be given to the statutory undertaker until the payment has been made
- 8.3 Any notice requiring to be served upon the Council shall be in writing and be sufficiently given or served upon the Council if sent by pre-paid post addressed to the Engineer at London Borough of Bromley, Civic Centre, Stockwell Close, Bromley, BR1 3UH and any notice given by the Council to TWFL shall be in writing under the hand of the Engineer and shall be deemed to be sufficiently served if sent by registered post to TWFL at its registered office or at TWFL last known address in Great Britain and a notice so sent shall be deemed to be given or served at the time when it ought in the due course of the post to be delivered at the address to which it is sent
- 8.4 Nothing in this Agreement shall imply any obligation on the part of the Council or its Engineer to the Developer or to any person to ensure that the Traffic Works are properly constructed



8.5 In the event of any supply or deemed supply of land goods or services made hereunder being subject to value added tax (or any other tax of a similar nature replacing value added tax) then TWFL making such supply or deemed supply may demand the appropriate value added tax thereon at any time subsequent to the date hereof upon providing to the Council a value added tax invoice for such supply

9. Covenants limited to seisin

9.1 No person shall be liable for any breach of the Planning obligations contained in the First Second or Third Schedule hereto save insofar as such breach relates to the parts of the Site vested in it and to the extent of its interest therein neither shall any person be liable for any breach of the planning obligations after it shall have parted with all interest in the Site or any part thereof in respect of which the breach of obligation shall have occurred

9.2 Any purchaser acquiring an interest bona fide for money or monies worth in any part of the Site which shall comprise either:

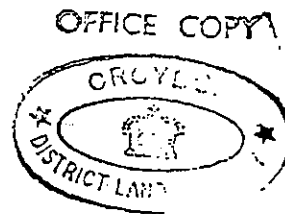
9.2.1 a completed dwelling house or newly constructed or converted residential unit with (if any) domestic garden and premises within the curtilage of such dwelling house: or

9.2.2 service installation land (for example an electricity sub-station site)

and the successors in title of such a purchaser shall not be liable for the performance of any obligations in this Agreement for payment of money or carrying out of works

10. Implementation of Agreement

10.1 Notwithstanding any thing hereinbefore contained the foregoing covenants shall not prohibit or restrict or require any things to be done before the date



on which the Development Scheme specified in the Consent shall be taken to be begun within the meaning Section 56 of the 1990 Act

10.2 If the Consent shall expire before the Development Scheme has begun as aforesaid or is revoked or otherwise withdrawn without the authority of TWFL or their successors in title or modified by any statutory procedure this Agreement shall thereupon cease to have effect or have effect only as modified

11. Effect in relation to other planning consents

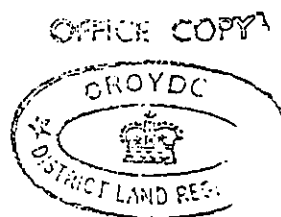
Subject to Clause 4 and without prejudice to compliance with this Agreement nothing in this Agreement shall be construed as prohibiting or limiting any right to develop any part of the Site in accordance with planning permission granted by the Council or any other planning authority or by the Secretary of State on appeal or reference to him after the date of this Deed of Obligation

12. Planning Obligations

That the obligations contained in this Agreement are Planning Obligations for the purposes of Section 106 (9) of the Town and Country Planning Act 1990 being planning obligations enforceable by the Council

13. Registration of this Agreement

The planning obligations and undertakings contained in this Agreement shall be registered as a local land charge and shall be capable of being varied by a supplemental agreement executed by the owners for the time being of the land burdened by the relevant planning obligations or undertakings



Arbitration

14.1 All differences and questions which arise between the parties concerning arising out of or connected with this Deed shall:

14.1.1 if such difference or question relates to highway works engineering, demolition, building or construction works be referred to a Chartered Civil Engineer agreed upon by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Institution of Civil Engineers; and

14.1.2 if such difference or question relates to valuation or otherwise to matters usually and properly within the knowledge of a chartered surveyor be referred to a chartered surveyor agreed upon by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors

14.2 Any such reference to a chartered civil engineer or chartered surveyor shall be deemed to be a reference to an arbitrator in accordance with the Arbitration Act 1996

14.3 The provisions of Clause 14.1 shall be without prejudice to the right of any party to seek the resolution of any matter relating to this Deed through the Courts and the reference of any matter to arbitration under Clause 14.1 shall not prejudice prevent of delay the recourse of any party to the Courts for the resolution of any matter arising under this Deed or the enforcement of this Deed against any other party or parties hereto

IN WITNESS whereof TWFL and GW plc and the Council delivered this Agreement as a Deed the day and year first before written

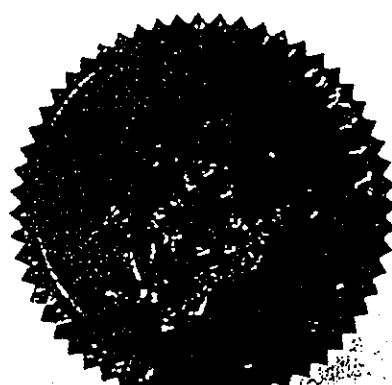
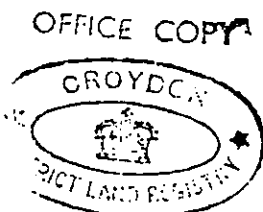
THE COMMON SEAL of
The London Borough of Bromley
was hereunto affixed in the presence of

~~Mayor~~
Councillor

Michael S. ...

Borough Secretary

Walter Millon 17-



THE FIRST SCHEDULE before referred to
Planning Obligations undertaken by TWFL with the Council

1. Protecting the Residential Environment

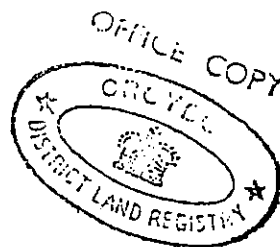
1.1 No new residential buildings shall be occupied on the Residential Land before all commercial buildings on the Residential Land excluding the Historic Buildings are demolished or except as agreed with the Chief Planner in writing such agreement not to be unreasonably withheld

2. Open Space

2.1 The Open Space shall be provided for informal open space within the Residential Land which will constitute adequate provision of open space for the Residential Land having regard also to the obligations for provision to be made by way of the Southern Land in accordance with Paragraph 3 of this Schedule

2.2 In any transfer of the Open Space TWFL shall restrict the use of the Open Space to prohibit any development of the Open Space and require the Open Space to be maintained and managed by any purchaser of the Open Space and its successors in titles

2.3 Nothing in clauses 2.1 or 2.2 prevents development and uses in accordance with the principles of the Consent in so far as they apply to development within the Open Space as a result of condition 24 of the Consent and such development shall be deemed to be excluded from the Open Space for the purposes of Paragraphs 2.1 and 2.2



3. Transfer of Southern Land to Council for Recreational Purposes

3.1 Not earlier than the time of transfer of the Commercial Land by TWFL to any third party and in any event within one year of commencement of the Development Scheme TWFL by notice in writing to the Council shall offer to grant a lease to the Council of the Southern Land upon the following terms:

3.1.1 a leasehold interest of 999 years shall be offered

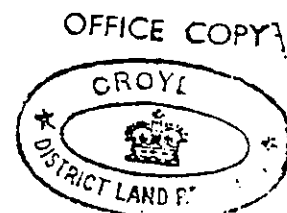
3.1.2 TWFL may require the Southern Land to be used by the Council as recreational open air use for educational purposes and ancillary facilities together with access by cycle and pedestrian users along the path provided or for general recreational purposes provided that adequate parking is provided and kept available by the Council elsewhere than on the Site

3.1.3 The Council shall have the benefit of rights of access and manoeuvring and parking on the land hatched black on Plan Number 1 the detailed layout thereof to be agreed

3.1.4 TWFL may reserve for the remainder of the Site suitable rights of access across the Southern Land and for continuing use of sewers services and service installations and to carry out works to provide and to use flood storage on the Southern Land in accordance with the approvals of the relevant authority (if required in connection with development within the remainder of the Site) and ancillary rights of access for inspection and maintenance thereof

3.1.5 Contribution by the Council to be paid towards maintenance of shared access and parking as required

3.1.6 Provision for payment of an annual rent of £10.00 if demanded



3.2 If the Council shall fail to serve counter notice accepting the offer referred to in Paragraph 3.1.1 within three months of the service of notice by TWFL or if the Council after service of such counter notice fails to complete the transfer of the Southern Land within six months of the service of notice by TWFL this obligation shall become void and of no effect

4. Transfer of the Northern Land

4.1 Within one month of the completion of the Traffic Works TWFL by notice in writing to the Council shall offer to transfer to the Council the Northern Land upon the following terms:

4.1.1 a freehold interest shall be offered

4.1.2 TWFL may require that the Northern Land may only be used by the Council for recreational open air use or for educational purposes as a primary school such school to be constructed in accordance with plans first submitted to and approved by TWFL such submission by the Council to be no later than 28 days prior to the submission of an application for planning permission in writing such approval not to be unreasonably withheld and a response to be provided in any event within 28 days of receipt provided that the said plans shall be drawn up to reflect the following criteria:

4.1.2.1 The said school buildings to be not less than ten metres from the South Eden Park Road

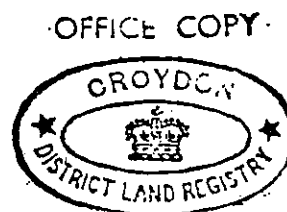
4.1.2.2 The said school to be single storey in height

4.1.2.3 Provision is to be made within the Northern Land for a facility for surface parking bays for cars buses and coaches and other vehicles for staff parents visitors



deliveries and school trip parties adequate to deal with the numbers arising from the normal business of a primary school

- 4.1.2.4 Provision is to be made for a facility sufficient to allow children to be dropped off and collected within the Northern Land without such traffic adversely affecting the access to or from the Residential Land and TWFL's Commercial Land
- 4.1.2.5 Provision for one way traffic coming into the Northern Land from South Eden Park Road and exiting as shown on Plan number 4 or other suitable arrangement as may be agreed by TWFL
- 4.1.2.6 Consideration to be given for the provision for parking restrictions on the access way to the Residential Land to be provided via the roundabout shown on the Drawings and along South Eden Park Road as shown on Plan Number 4.
- 4.1.2.7 The said school to be landscaped so as to reflect the high quality development on the Residential Land
- 4.1.2.8 Rights for the remainder of the Site to be reserved for the continuing use of sewers services and service installations and ancillary rights of access for inspection and maintenance thereof and
- 4.1.2.9 Rights for the Residential Land and TWFL's Commercial Land to use the existing accessway coloured orange on Plan Number 1 for construction traffic and for a wheel washing plant to be retained or installed and used for a



period of a minimum of 18 months from practical completion of the roundabout construction or if later until the school opens

4.1.2.10 The Council to commission a Traffic Impact Assessment as part of their application for planning consent for the school and any future extension which shall take account of all the traffic generated by the functioning of a primary school and any such extension and consider putting in place, arrangements which deal with any increased traffic flows which have a demonstrable impact on the local area in consultation with TWFL

4.1.2.11 The Council to put in place a travel plan for the primary school to discourage travel to and from the school in private individual cars

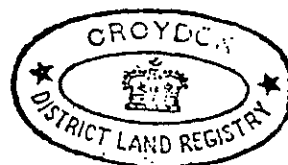
4.2 If the Council shall fail to serve counter notice accepting the offer referred to in Paragraph 4.1.1 within three months of the service of notice by TWFL or if the Council after service of such counter notice fails to complete the transfer of the Northern Land within six months of the service of notice by TWFL this obligation shall become void and of no effect

5. The Commercial Land

5.2 The Commercial Land shall be subject to the following obligations limiting the commercial development and use thereof:

5.2.1 It shall remain in employment use for a period of five years from the date of the Consent unless subsequently agreed to the contrary by the Council

OFFICE COPY



5.2.2 The Commercial land may be used for any use within Class B1 of the Town and County Planning (use Classes) order 1987 along with other employment generating uses such as a hotel, training establishment or other appropriate uses with the agreement of the Council such agreement not to be unreasonably withheld

5.2.3 During the five year period commencing on the date of the Consent the owner of the Commercial Land shall supply to the Council a marketing plan for the Commercial Land and will review this with the Council annually

6. The Transport Plan

TWFL will in any transfer of the Commercial Land use their best endeavours to encourage any purchaser of the Commercial Land and its successors in titles to implement a Transport Plan for the Commercial Land to be annually reviewed with the Council

7. Residential Limits

TWFL covenants with the Council that the number of newly constructed and converted units including those in the Historic Buildings approved in the Consent should be a maximum of 208 residential units comprising 1460 habitable rooms on the Residential Land

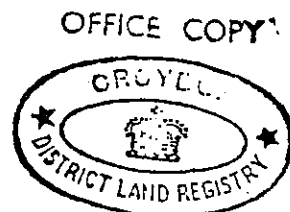
8. Routing of Construction Traffic

TWFL covenants that all materials removed from the site during the excavation of the Dell area and the demolition of the commercial buildings shall follow the route shown on plan No. 3 or such alternative route as shall have prior written agreement of the Director of Environmental Services for the time being



9. Trees

TWFL will not cut down lop or remove trees without the prior written agreement of the Chief Planner and any trees not currently required will be kept on the Site



THE SECOND SCHEDULE
Planning Obligations of GW PLC

1. Maintenance of the Southern Land

GW plc shall contribute the sum of one hundred and seventy thousand pounds (£170,000.00) being the Recreation Endowment which shall only be used for the maintenance of the Southern Land to be paid to the Council on the Transfer to the Council of that land

Education Provision

GW plc shall pay to the Council the Education Contribution on the occupation of the first unit constructed on the Residential Land but no earlier than January 1999.

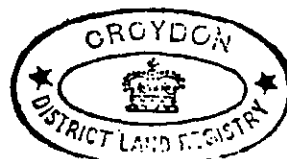


THE THIRD SCHEDULE

TWFL's planning obligations in connection with the Traffic Works

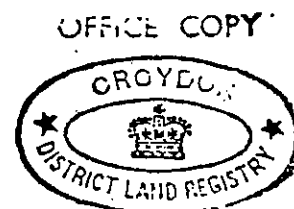
TWFL covenants that it shall:

1. Within 6 months of the issue of the Certificate of Completion dedicate the Highway Land to the use of the public as a highway
2. At its own expense and in accordance with current Department of Environment Transport and the Regions specification for highway works to execute the Traffic Works having given the Engineer not less than 28 days notice of its intention to commence the works
3. To carry out the Traffic Works in accordance with the detailed plans based on the drawings which shall have been previously supplied to the Engineer and approved by him in writing (such approval cannot unreasonably be withheld) and in accordance with the specification referred to above to the reasonable requirements and reasonable satisfaction of the Engineer in such a manner that the works do not remain in the highway any longer than is necessary and in the case of unreasonable delay any works being temporarily restored when called upon by the Council to do so.
4. Properly drain level pave flag kerb channel metal and otherwise make good the site of the carriage way of the Traffic Works including all such works (if any) as may be requested by the engineer (as reasonably) to incorporate the connection of the Traffic Works with the existing public highway
5. The Traffic Works shall be properly fenced and signed at all times and during the hours of darkness properly lighted and provision made for the safe movement of pedestrians and vehicular traffic in accordance with the recommendations contained in the Department of Transport publication Chapter 8 of the "Traffic Signs Manual - Traffic Safety Measures for Road Works". All traffic signs, lamps, barriers, cones and traffic control signals



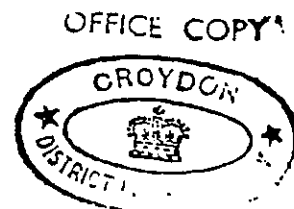
shall be in accordance with the requirements of the Traffic Signs Regulations and General Directions 1981.

6. To properly construct pavements for pedestrians together with vehicle crossings and perambulator ramps in accordance with the Drawings
7. Cause all foul and surface water sewers highway drains gas and water mains electric television and telephone cables and/or ducting which are to be laid under the proposed and existing highway forming part of the Works together with all necessary connections from them to the existing highway boundary to be laid under the said proposed and existing highway to the satisfaction of the Engineer (acting reasonably) and also cause the connections from electric cables to the street lamps to be laid before the paving of the footpaths and/or footways is carried out
8. During the progress of the Traffic Works give to the Engineer free access to every part of the site of the Traffic Works for the purposes of testing and/or inspecting the Traffic Works as they proceed and all materials for use therein the reasonable cost and expense of such testing to be at TWFL's expense
9. Where TWFL intends to fill in or cover any part of the Traffic Works it shall give the Engineer not less than 24 hours notice of its intention to do so
10. The Engineer may require TWFL to uncover or open up any works to enable the same to be inspected and if so required TWFL shall remove any work or materials which are in the reasonable opinion of the Engineer defective unsuitable or not in accordance with the said specification and detailed plans given by the Council as hereinbefore mentioned and at the expense of TWFL re-execute any part of such Traffic Works found to be defective and substitute proper and suitable materials to be reasonable satisfaction of the Engineer

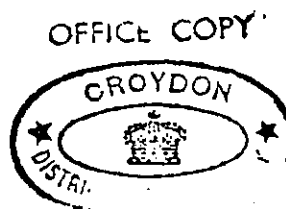


PROVIDED THAT if the Engineer shall not have signified his intention within the 24 hour period specified in paragraph (9) above to inspect (within a reasonable period according to the circumstances) and have carried out such inspection, then cost of uncovering opening and reinstating those Traffic Works shall be borne by the Council

11. Complete the Traffic Works with all due dispatch but at least within 12 months of the date of commencement of the Traffic Works unless prevented from so doing by fire force majeure or any other circumstances not foreseeable at the time of commencing the Traffic Works by an experienced contractor in which case TWFL shall be permitted a reasonable extension to the said 12 month period in which to complete the Traffic Works
- 12.1 Fully maintain the Traffic Works for a period of twelve months from completion of the Traffic Works including the cutting of grass verges and cleansing and reinstate and make good any defect or damage to the Traffic Works which are notified in writing to TWFL by the Engineer and which arise from any faulty workmanship or materials discovered during such period (hereinafter called the "maintenance period")
- 12.2. The maintenance period shall be deemed to commence when the Traffic Works have been completed to the reasonable satisfaction of the Engineer as evidenced by the issue of the Certificate of Completion hereinafter referred to
13. not at any time give consent to the erection by any licensed telecommunications operator of telegraph or telephone poles or of telephone kiosks or to the erection by the Post Office of letter boxes or to the erection by the Electricity Board or other public utility authority or to any company whether public or private or to any firm or individual of any overground equipment without the consent in writing of the Engineer first had and obtained (such consent not to be unreasonably withheld or delayed)

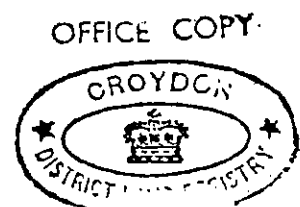


14. To reimburse in full all reasonable costs incurred by the Council in approving the drawings and supervising the Traffic Works excluding the statutory undertaker's works not exceeding Twenty Five Thousand Pounds (£25,000)
- 15.1 Indemnify or cause to be indemnified the Council from and against its liability (if any) for injury (whether fatal or not) to persons the infringement disturbance or destruction of any right easement or privilege or damage to property caused by or in any way arising out of the Traffic Works (together with all claims demands and expenses arising under Parts I and II of the Land Compensation Act 1973 and regulations made thereunder or any statutory modification or re-enactment thereof for the time being in force) or arising from or incidental to the construction use or lighting of the Traffic Works or resulting from or in consequence of any alteration to any existing road works or lighting PROVIDED THAT the Council as the case may be shall forthwith give notice in writing to TWFL of any such liability brought made or threatened against it and shall not settle or adjust or compromise any such claims actions demands losses injuries costs charges expenses and liabilities without first consulting TWFL and having due regard to any observations it shall make in connection therewith PROVIDED THAT TWFL shall have no further liability hereunder in respect of any claim arising after the issue of the Maintenance Certificate hereinafter referred to
- 15.2 TWFL and its successors shall indemnify the Council for and against
- 15.2.1 any liability loss claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by its excavation of the highway and,
- 15.2.2 any expense liability loss claim or proceedings in respect of any injury or damage arising out of or in the course of or caused by excavation of the highways



resulting from negligent or other wrongful act or default on the part of the person carrying out the Traffic Works

- 15.3 Take out or cause to be taken out a policy of insurance in the sum of ten million pounds with the interest of the Council noted to cover the indemnity referred to in sub-clause 15.2 evidence of such insurance to be produced to the Borough Treasurer prior to the commencement of the Traffic Works if required
16. Within three months of the completion of the Traffic Works to provide the Engineer with accurate scale negatives of "as built" drawings showing details of all aspects of the Works as constructed
17. That the Traffic Works shall be carried out by a roadworks contractor approved by the Engineer (such approval not to be unreasonably withheld) and shall be carried out under the direction of an engineer who is to be employed by TWFL and approved by the Engineer (such approval not to be unreasonably withheld) and who shall be independent of the roadworks contractor
18. Carry out the Traffic Work with full regard to the impact that the development has on neighbours, workers, passers by and any others affected by the Traffic Works. This is to include particular attention to the needs of those with difficulties with sight hearing or mobility
19. Limit noise to the minimum necessary to undertake the work, keeping plant and machinery in good working order and opting for quiet methods complying with good working practice
20. Keep on-site dust to a minimum and to keep areas around the site, especially roads and footways, free from dirt and mud
21. Keep the Traffic Works properly fenced and hoarded. Where any part of the Traffic Works are visible to the public, keep the area generally tidy and free from litter and rubbish. Locate toilets sympathetically



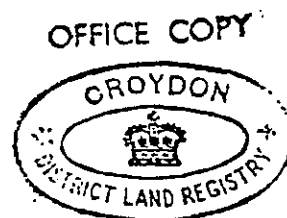
22. Keep the Traffic Works safe both for operatives on the site, for the public on adjoining highways. Special attention will be given to the security of the Traffic Works against incursion by children

23. Keep neighbours informed as to operations, and to display the notice which will give site information as to who can be contacted in cases of difficulty, both during and outside working hours

24.1 The Council shall

24.1.1 Provide TWFL with a directory of those officers who can be called upon to advise on any matter relating to the efficient and safe operation of the site

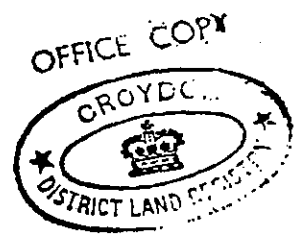
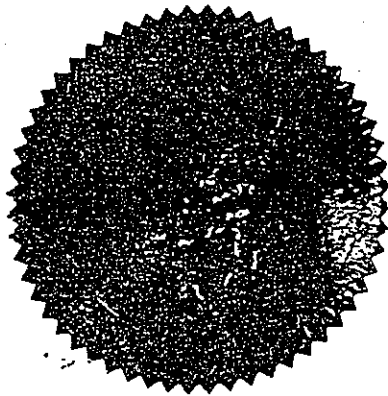
22.1.2 Provide a display notice which TWFL can use to publicise his development and identify contact names and numbers alongside similar contacts at the Council

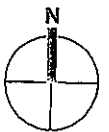
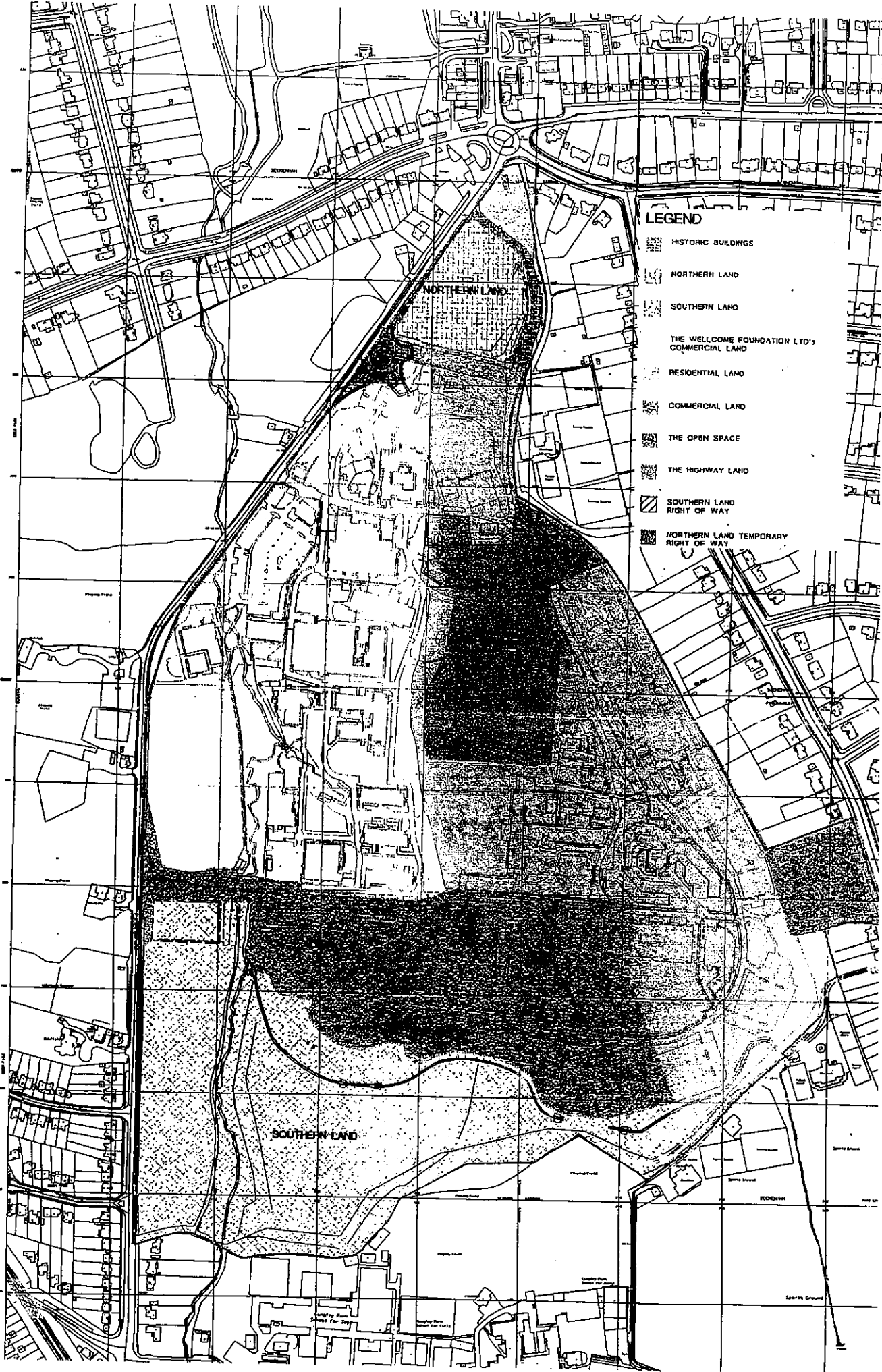


THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON BOROUGH
OF BROMLEY was hereunto affixed in the
presence of:-

Walter Mellor
~~Walter Mellor~~

Walter Mellor
Borough Secretary





DRAWN CV D.C. A.P.H. DATE SURVEY

Rec. by *MW*
 23/12/97

GLAXO WELLCOME: LANGLEY COURT, BECK
 SECTION 11

SCALE 1:1250 @ 40 DWG. NO. 11/11



Stuart Macmillan - Chief Planner

ENVIRONMENTAL SERVICES DEPARTMENT,
BROMLEY CIVIC CENTRE, STOCKWELL CLOSE, BROMLEY BR1 3UH,
TELEPHONE: 0181-464 3333

THE LONDON BOROUGH

/18.11.97

Nathaniel Lichfield & Partners Ltd
14, Regent's Wharf,
All Saints Street,
London N1 9RL

Application No. 97.2062
Date: 24th December 1997

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995

Notification of Grant of Outline Planning Permission

Take notice that the Council of the London Borough of Bromley, in exercise of its powers as local planning authority under the above Act has granted outline planning permission for the development referred to in your application received on 01.08.97 as amended by documents received on 06.10.97 13.10.97

Redevelopment of part of site for B1 (Business) use and residential purposes (with continued use of remainder of site for B1 purposes and as open land, with part of the open space at south of the site being available for public use), new access arrangements and on-site car parking; remedial works to The Dell area involving excavation of previously tipped material and subsequent backfilling with inert material (PART OUTLINE)

at: Langley Court, South Eden Park Road, Beckenham.

Subject to the following conditions:

- 01 (i) Details relating to the
 - a) siting
 - b) design
 - c) external appearance
 - d) access
 - e) landscapingof each phase of the development of the site shall be submitted to and approved by the Local Planning Authority before any phase of the development is commenced.
- (ii) Application for approval of the details referred to in paragraph (i) above must be made not later than the expiration of five years beginning with the date of this decision notice.
- (iii) The development to which this permission relates must be begun not later than whichever is the later of the following dates:
 - a) The expiration of five years from the date of this decision notice, or
 - b) The expiration of two years from the final approval of details referred to in paragraph (i) above, or in the case of approval on different dates, the final approval of the last such matter to be approved.

2c. OUTLINE PLANNING
CONSENT



Stuart Macmillan - Chief Planner

ENVIRONMENTAL SERVICES DEPARTMENT,
BROMLEY CIVIC CENTRE, STOCKWELL CLOSE, BROMLEY BR1 3U-
TELEPHONE: 0181-464 3333

THE LONDON BOROUGH

Application No.
97.2062

submitted to and approved in writing by or on behalf of the Local Planning Authority before any part of each phase of the development hereby permitted is commenced and the approved systems shall be completed to the satisfaction of the Local Planning Authority before any part of the relevant phases of the development hereby permitted is first occupied, and permanently maintained thereafter to the Authority's satisfaction.

09 Details of foul water drainage systems shall be submitted to and approved in writing by or on behalf of the Local Planning Authority before any part of each phase of the development hereby permitted is commenced and the approved systems shall be completed to the Authority's satisfaction before any part of the relevant phases of the development hereby permitted is first occupied, and permanently maintained thereafter to the Authority's satisfaction.

10 Details of the layout of the access roads and turning areas and dimensions of sight lines and visibility splays of each phase of the development shall be submitted to and approved in writing by the Local Planning Authority and these access arrangements shall be substantially completed in respect of any phase before any part of such phase of the development hereby permitted is first occupied. There shall be no obstruction to visibility within the approved sight lines and splays except for trees selected by or on behalf of the Local Planning Authority, and which shall be permanently maintained to the Authority's satisfaction.

11 Before any work is commenced on each phase of the development, details of parking spaces and/or garages and sufficient turning space in respect of such phase shall be submitted to and approved in writing by or on behalf of the Local Planning Authority and such provision shall be completed before the commencement of the use of the land or building hereby permitted in each such phase of the development and shall thereafter be kept available for such use. No development whether permitted by the Town and Country Planning (General Permitted Development) Order 1995 (or any Order amending, revoking and re-enacting this Order) or not, shall be carried out on the land or garages indicated or in such a position as to preclude vehicular access to the said land or garages.

12 Parking bays shall measure 2.4m x 5m and there shall be a clear space of 6m in front of each space (or 7.5m if garages are provided) to allow for manoeuvring and these spaces shall be permanently maintained to the Local Planning Authority's satisfaction.

13 Garages shall have minimum internal dimensions of 2.6m x 6.0m and there shall be a minimum clear space in front of their doors of 6m (or of 7.5m where the garages are in a compound or opposite a structure or means of enclosure) to allow for manoeuvring and these dimensions shall be permanently maintained to the Local Planning Authority's satisfaction.

14 Before any part of the development hereby permitted is first occupied



Stuart Macmillan - Chief Planner

ENVIRONMENTAL SERVICES DEPARTMENT,
BROMLEY CIVIC CENTRE, STOCKWELL CLOSE, BROMLEY, BR1 3UJ
TELEPHONE: 0181-464 3333

THE LONDON BOROUGH

Application No.
97.2062

- be submitted to and approved in writing by or on behalf of the Local Planning Authority before any part of the development hereby permitted is commenced and the approved schemes shall be completed to the satisfaction of the Authority before any part of the development hereby permitted is first occupied and shall be permanently maintained thereafter to the Authority's satisfaction.
- 21 Details of a scheme to provide means of access to the development for persons with disabilities for each phase of the development shall be submitted to and approved in writing by or on behalf of the Local Planning Authority before any part of each phase is commenced and before any building hereby permitted is occupied and the approved scheme required to serve such buildings shall be completed to the satisfaction of the Authority and shall be permanently maintained thereafter to the Authority's satisfaction.
- 22 Unless otherwise agreed in writing by or on behalf of the Local Planning Authority, no part of the development hereby permitted shall take place within the site until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme of investigation by an archaeological organisation approved in writing by or on behalf of the Local Planning Authority. Access shall be permitted to the site at all reasonable times for the carrying out of the investigations, including making necessary records of items of interest and finds.
- 24 The details of the residential development of the area shown on the submitted illustrative drawings pursuant to condition 01 shall include the conversion of the Mansion and former dairy and stable buildings to residential dwellings and shall comprise no more than 208 dwellings totalling 1460 habitable rooms, and the layout shall accord generally with the illustrative material submitted with the application.
- 25 The details of the residential development submitted pursuant to condition 01 shall include floor plans and any elevational alterations to the Mansion and former dairy and stable buildings, and shall include details of the windows of these buildings including the materials, method of opening and drawings showing sections through mullions, transoms and glazing bars.
- 26 The details of the southern employment area as shown on the submitted illustrative drawings submitted pursuant to condition 01 shall comprise a total floorspace of retained and new buildings within Class B1 use no greater than 15,000 square metres net lettable area.
- 27 Following completion of the development, vehicular access shall be only from the two accesses hereby permitted, and there shall be no vehicular access to the development from the North Gate or Wickham Way, with the exception of West Gate which will be used as an emergency access only.
- 28 No part of the residential development hereby permitted shall be occupied before substantial completion of the roundabout and associated



Stuart Macmillan - Chief Planner

ENVIRONMENTAL SERVICES DEPARTMENT,
BROMLEY CIVIC CENTRE, STOCKWELL CLOSE, BROMLEY BRI 3UH.
TELEPHONE: 0181-464 3333

THE LONDON BOROUGH

Application No.
97.2062

material to be deposited, and sections showing the extent of filling and details of depth of subsoil and topsoil

- (v) measures to minimise dust production during operations
- (vi) a timetable for the carrying out of the works
- (vii) the means of vehicular access.

All infilling material shall be inert, non-putrescible and uncontaminated.

- 35 Lorry movements taking material off the site from The Dell and bringing material on to the site for deposit in The Dell shall take place only between the hours of 0900 and 1500 and 1630 to 1730 Mondays to Fridays and between 0900 and 1300 on Saturdays.
- 36 No part of the residential development immediately adjacent to The Dell area hereby permitted shall be occupied before the completion of the works to remediate The Dell unless otherwise agreed in writing by or on behalf of the Local Planning Authority.
- 37 The walls around the walled garden shall be retained within the development hereby permitted and no alteration shall be made to them without the prior approval in writing by or on behalf of the Local Planning Authority.

Reasons for conditions:

- 01 No such details have been submitted and to comply with the requirements of Section 92 of the Town and Country Planning Act 1990.
- 02 In order to secure a visually satisfactory setting for the development.
- 03 In the interest of visual amenity and the amenities of adjacent properties.
- 04 To ensure that as many trees as possible are preserved at this stage, in the interest of amenity.
- 05 To ensure that all existing trees to be retained are adequately protected.
- 06 To ensure that all existing trees to be retained on the site are adequately protected.
- 07 To ensure that all existing trees to be retained on the site are adequately protected.
- 08 To ensure satisfactory means of surface water drainage.
- 09 To ensure satisfactory means of foul water drainage..
- 10 In the interest of pedestrian and vehicular safety.
- 1 Development without adequate parking or garage provision is likely to

The logo for Bromley, featuring the word "Bromley" in a stylized, white, cursive font on a dark, textured background.

Stuart Macmillan - Chief Planner

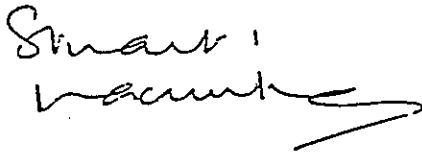
ENVIRONMENTAL SERVICES DEPARTMENT,
BROMLEY CIVIC CENTRE, STOCKWELL CLOSE, BROMLEY BRI 3UH.
TELEPHONE: 0181-464 3333

THE LONDON BOROUGH

Application No.
97.2062

- 32 In the interest of the amenities of the residential development hereby permitted, and in the interest of the visual amenity of the development as a whole.
- 33 In the interest of the amenities of the residential development hereby permitted.
- 34 In the interest of public safety.
- 35 In the interest of the free flow of traffic and conditions of highway safety on the highways in the locality.
- 36 In the interest of public safety.
- 37 In the interests of visual amenity and the appearance of the development hereby permitted.

Signed:

A handwritten signature in black ink, appearing to read "Stuart Macmillan", with a long horizontal flourish extending to the right.

YOUR ATTENTION IS DRAWN TO THE NOTES.

You are further informed that:

- 03 You should contact Ext. 4667 at the Environmental Services Department at the Civic Centre with regard to the agreement under S.38 of the Highways Act 1980 concerning the estate road, roundabout and access works, the drainage of the development and the provision for on-site storage and collection of refuse.
- 05 This proposal also requires consent under the Water Resources Act 1991 and the relevant Land Drainage Byelaws,, and application must be made to the National Rivers Authority: Thames Region, Howard House, 10/11 Albert Embankment, London SE1 7TG.
- 06 You are reminded of your obligation under Section 80 of the Building Act 1984 to notify the Building Control Section at the Civic Centre when demolition work is about to commence.
- 10 You should consult the Land Charges and Street Naming/Numbering Section at the Civic Centre regarding street naming and numbering
- 12 Your attention is drawn to the following legislation, British Standard and Government advice in Circulars concerning means of access for people with disabilities - - Sections 4, 7 and 8 of the Chronically Sick and Disabled Persons Act 1970, as amended in 1976 - the Disabled Persons Act

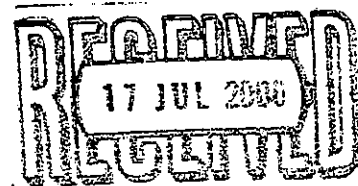


THE LONDON BOROUGH

Stuart Macmillan – Chief Planner

Environmental Services Department
Civic Centre, Stockwell Close, Bromley BR11 3UH

Telephone: 020-8464 3333



Laing Homes Limited
c/o Omega Partnership Limited
Glenavon House
39 Common Road
Claygate
Surrey KT10 0HG

3 /6th July 2000
Application No : DC/00/01227/CONDIT
Date : 13th July 2000

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995**

NOTIFICATION OF APPROVAL OF DETAILED PARTICULARS

Take notice that the Council of the London Borough of Bromley, in exercise of its powers as local planning authority under the above Act, has **APPROVED** the detailed particulars referred to in your application received on
13th April 2000 as amended by documents received on 11.05.2000 05.07.2000 06.07.2000

at : Land At Glaxo Wellcome (Residential Development) Langley Court South Eden Park Road
Beckenham Kent

Proposal: 37 two and three storey dwellings, estate roads and car parking - Plots 1-37 (inclusive) Area A

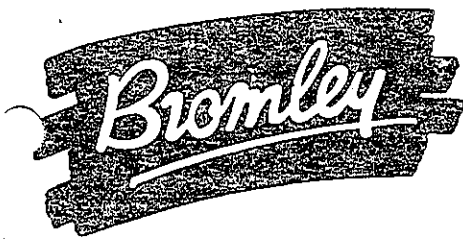
Subject to the following conditions:-

1 The development to which this permission relates must be begun not later than the expiration of 5 years, beginning with the date of this decision notice.

Reason: Section 91, Town and Country Planning Act 1990

2 Details of a scheme of landscaping, which shall include the materials of paved areas and other hard surfaces, shall be submitted to and approved in writing by or on behalf of the Local Planning Authority before the commencement of the development hereby permitted. The approved scheme shall be implemented in the first planting season following the first occupation of the buildings or the substantial completion of the development, whichever is the sooner. Any trees or plants which within a period of 5 years from the substantial completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species to those originally planted.

Reason: In order to secure a visually satisfactory setting for the development.



Stuart Macmillan – Chief Planner

Environmental Services Department
Civic Centre, Stockwell Close, Bromley BR1 3UH

THE LONDON BOROUGH

Telephone: 020-8464 3333

- 3 Before any part of the development hereby permitted is first occupied, boundary enclosures of a height and type to be approved in writing by or on behalf of the Local Planning Authority shall be erected in such positions along the boundaries of the site(s) as shall be approved and shall be permanently maintained thereafter.

In the interest of visual amenity and the amenities of adjacent properties

- 4 No trees on the site shall be felled, lopped, topped or pruned before or during building operations except with the prior agreement in writing by or on behalf of the Local Planning Authority. Any trees removed or which die through lopping, topping or pruning shall be replaced in the next planting season with trees of such size and species as may be agreed with the Authority.

To ensure that as many trees as possible are preserved at this stage, in the interest of amenity.

- 5 No demolition, site clearance or building works (including trenches, pipelines for services or drains) shall be undertaken until Chestnut fencing not less than 1.2 metres in height has been erected around every tree or tree group on the site shown to be retained on the submitted drawings at the furthest extent of the spread of the canopy of any tree or tree group except where development is hereby permitted within this area. The fence shall be placed so as to exclude the site of the said development but otherwise as far as possible from the trees. The areas enclosed by fencing shall not be used for any purpose and no structures, machinery, equipment, materials or spoil shall be stored or positioned within these areas. Such fencing shall be maintained during the course of the building work hereby permitted.

To ensure that all existing trees to be retained are adequately protected.

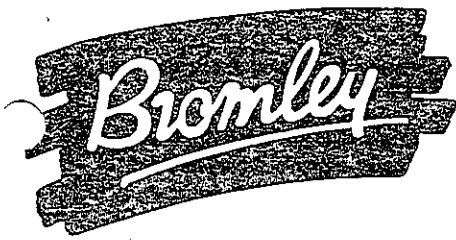
- 6 No bonfires shall take place within 6 metres of the furthest extent of the spread of the canopy of any tree or tree group shown to be retained on the submitted drawings.

To ensure that all existing trees to be retained on the site are adequately protected.

- 7 No trenches, pipelines for services or drains shall be sited under the spread of the canopy of any tree or tree group shown to be retained on the submitted plans without the prior agreement in writing by or on behalf of the Local Planning Authority.

To ensure that all existing trees to be retained on the site are adequately protected.

- 8 Details of the materials to be used for the external surfaces of the building shall be submitted to and approved in writing by or on behalf of the Local Planning Authority before any work is commenced. The works shall be carried out in accordance with the approved details.



THE LONDON BOROUGH

Stuart Macmillan – Chief Planner

Environmental Services Department
Civic Centre, Stockwell Close, Bromley BR1 3UH

Telephone: 020-8464 3333

In the interest of the appearance of the building and the visual amenities of the area.

- 9 The surface water drainage system indicated on the approved drawings shall be completed before any part of the development hereby permitted is first occupied, and permanently maintained thereafter.

To ensure satisfactory implementation of the surface water drainage proposals.

- 10 Before commencement of the use of the land or building hereby permitted parking spaces and/or garages and turning space shall be completed in accordance with approved details and thereafter shall be kept available for such use and no permitted development whether permitted by the Town and Country Planning (General Permitted Development Order) 1995 (or any Order amending, revoking and re-enacting this Order) or not shall be carried out on the land or garages indicated or in such a position as to preclude vehicular access to the said land or garages.

Development without adequate parking or garage provision is likely to lead to parking inconvenient to other road users and to be detrimental to amenities and prejudicial to road safety.

- 11 Parking bays shall measure 2.4m x 5m and there shall be a clear space of 6m in front of each space (or 7.5m if garages are to be provided) to allow for manoeuvring and these spaces shall be permanently maintained as such thereafter.

In the interest of pedestrian and vehicular safety.

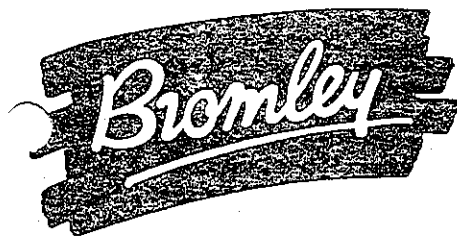
- 12 Garages shall have minimum internal dimensions of 2.6m x 6m and there shall be a minimum clear space in front of their doors of 6m (or of 7.5m where the garages are in a compound or opposite a structure or means of enclosure) to allow for manoeuvring and these dimensions shall be permanently maintained as such thereafter.

To ensure that adequate on-site parking is provided and in the interest of pedestrian and vehicular safety.

- 13 While the development hereby permitted is being carried out a suitable hardstanding shall be provided with wash-down facilities for cleaning the wheels of vehicles and any accidental accumulation of mud on the highway caused by such vehicles shall be removed without delay and in no circumstances be left behind at the end of the working day.

In the interest of pedestrian and vehicular safety.

- 14 Details of the finished surfaces of the access road, garage drives and parking areas, which shall include coloured materials and block paving, and of the street lighting installations, shall be



Stuart Macmillan – Chief Planner

Environmental Services Department
Civic Centre, Stockwell Close, Bromley BR1 3UH

THE LONDON BOROUGH

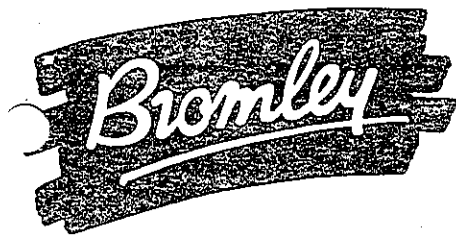
Telephone: 020-8464 3333

submitted to and approved in writing by or on behalf of the Local Planning Authority before the development commences and the access road, drives, parking areas and street lighting shall be completed in accordance with the approved details before any of the dwellings hereby permitted are first occupied.

In the interest of the visual amenities of the area.

- 15 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any Order amending, revoking and re-enacting this Order) no building, structure or alteration permitted by Class A, B, C, or E of Part 1 of Schedule 2 of the 1995 Order, shall be erected or made within the curtilage(s) of the dwelling(s) hereby permitted without the prior approval in writing of the Local Planning Authority.
- 15 Reason: In the interests of the residential and visual amenities of the area.
- 16 The foul water drainage system indicated on the approved drawings shall be completed before any part of the development hereby permitted is first occupied, and permanently maintained thereafter.
- 16 Reason: To ensure satisfactory implementation of the surface water drainage proposals.
- 17 Before any dwelling hereby permitted is first occupied, the garage drives and parking bays required to serve such dwellings shall be provided with 3.3m x 2.4m x 3.3m visibility splays and there shall be no obstruction to visibility in excess of 0.6m in height within these splays except for trees selected by or on behalf of the Local Planning Authority, and which shall be permanently maintained thereafter.
- 17 Reason: In the interest of pedestrian and vehicular safety.
- 18 Following completion of the development, vehicular access shall be only from the two accesses permitted under ref: 97.2062, and there shall be no vehicular access to the development from the North Gate or Wickham Way, with the exception of West Gate which shall be used as an access for emergency vehicles only.
- 18 Reason: In the interest of residential amenity and the free flow of traffic along highways in the locality.
- 19 No spoil or materials shall be deposited or stored on that part of the site which is liable to flood as defined by the Environment Agency during construction works, neither shall any ground levels be raised as a result of the development hereby permitted on that part of the site which is liable to flood.
- 19 Reason: To prevent increased risks of flooding due to impedance of flood flows and reduction of flood storage capacity.
- 20 A minimum distance of 6m shall be provided between the front doors of the garage(s) and the back edge of the footway.

In the interest of pedestrian and vehicular safety.



Stuart Macmillan – Chief Planner

Environmental Services Department
Civic Centre, Stockwell Close, Bromley BRI 3UH

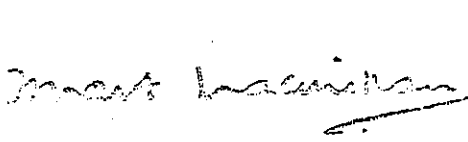
THE LONDON BOROUGH

Telephone: 020-8464 3333

- 21 Details of a scheme to light the access drive and car parking areas hereby permitted shall be submitted to and approved in writing by or on behalf of the Local Planning Authority before the development hereby permitted is commenced, and the approved scheme shall be implemented before the development is first occupied and the lighting shall be permanently maintained thereafter.

In the interest of visual amenity and the safety of occupiers of and visitors to the development.

Signed:

Stuart Macmillan
A handwritten signature in cursive script, appearing to read "Stuart Macmillan". The signature is written in dark ink and is positioned above the printed name. To the right of the signature is a large, stylized handwritten letter "B".

CHIEF PLANNER

On behalf of the London Borough of Bromley Council
YOUR ATTENTION IS DRAWN TO THE NOTES OVERLEAF



THE LONDON BOROUGH

Stuart Macmillan – Chief Planner

Environmental Services Department
Civic Centre, Stockwell Close, Bromley BR1 3UH

Telephone: 020-8464 3333

Laing Homes South East Thames
c/o Omega Partnership Ltd
Glenavon House 39 Common Road
Claygate Surrey
KT10 0HG

Application No : DC/01/02293/FULL2
Date : 4th October 2001

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (GENERAL DEVELOPMENT PROCEDURE) ORDER 1995

NOTIFICATION OF GRANT OF PLANNING PERMISSION

Take notice that the Council of the London Borough of Bromley, in exercise of its powers as local planning authority under the above Act, has **GRANTED** planning permission for the development, referred to in your application received on
9th July 2001.

at : Land At Glaxo Wellcome (Residential Development) Langley Court South Eden Park Road
Beckenham Kent

Proposal: Change of use of building from security kiosk to meeting room for residents association
(Security kiosk Bucknell Way)

Subject to the following conditions :-

- 1 The development to which this permission relates must be begun not later than the expiration of 5 years, beginning with the date of this decision notice.

Reason: Section 91, Town and Country Planning Act 1990.

- 2 The building shall be used as a meeting room by the resident's association and for no other purpose without the prior approval in writing by or on behalf of the Local Planning Authority.

- 2 Reason: In the interest of the residential amenity of nearby properties and to prevent an over-intensive use of the building.



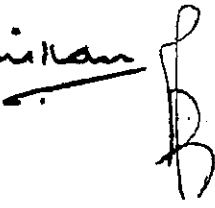
Stuart Macmillan - Chief Planner

Environmental Services Department
Civic Centre, Stockwell Close, Bromley BR1 3UH

THE LONDON BOROUGH

Telephone: 020-8464 3333

Signed:

Stuart Macmillan

CHIEF PLANNER

On behalf of the London Borough of Bromley Council
YOUR ATTENTION IS DRAWN TO THE NOTES OVERLEAF

RECEIVED
- 9 OCT 2001
RECEIVED

Building Control

Stephen Moore - Head of Building Control

Civic Centre, Stockwell Close, Bromley BR1 3UH

Telephone: 020-8464 3333

Extension:

Direct Line:

Fax: 020-8313 4604

DX5727 Bromley

Internet: www.bromley.gov.uk

Officer Name : Stephen Moore
Our Reference

Your Reference

The Building Act 1984
The Building Regulations 1991
(as amended)

Laing Homes South East Thames
4 Oak Court
Betts Way
Crawley
West Sussex

BC/00/01856/INC

16th June 2000

COPY

Dear Sir/Madam

Acknowledgement of Receipt of Initial Notice under the Building (Approved Inspectors etc) Regulations 1985

Reference No : BC/00/01856/INC

Description : 37 dwellings (PLOTS 184-220)
Area A

Location : Land At Glaxo Wellcome (Residential Development) Langley Court South Eden Park
Road Beckenham

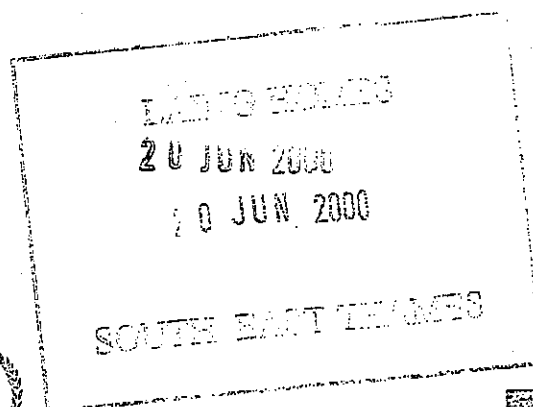
I acknowledge that the above Initial Notice was received on the 15th June 2000 and can confirm that such Notice has been accepted.

Yours faithfully



Stephen Moore
HEAD OF BUILDING CONTROL

NHBC
Buildmark House
London Road
Sevenoaks
Kent
TN13 1DE



INVESTORS IN PEOPLE

Gordon Hayward - Director of Environmental Services

TOWN PLANNING · ENGINEERING · CLEANSING · ENVIRONMENTAL HEALTH & TRADING STANDARDS



Environmental Services

Gordon Hayward - Director of Environmental Services

Civic Centre, Stockwell Close, Bromley BR1 3UH.

Telephone: 020-8464 3333

Fax: 020-8313 0095

Extension:

DX5727 Bromley

Direct Line: 0181-313-4667

Internet: www.bromley.gov.uk

Garry Williams e-mail: garry.williams@bromley.gov.uk

Your Reference

Our Reference
ADE (TP)/GIW/P81.6

Laing Homes South East Thames
4 Oak Court
Betts Way
Crawley
West Sussex, RH10 2GB

19 June 2000

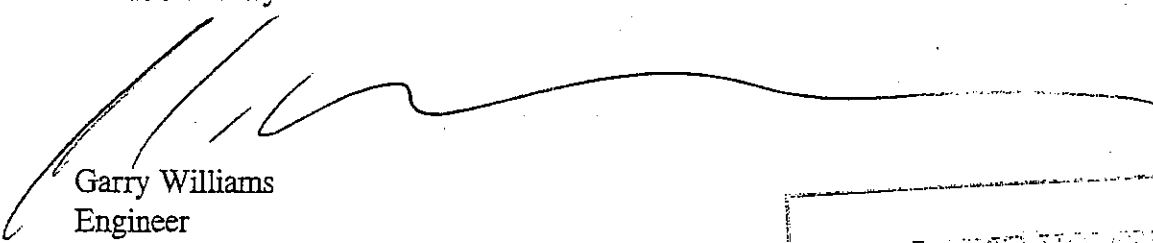
Dear Sirs

Residential Development at Glaxo Wellcome (Residential Development), Langley Court,
South Eden Park Road, Beckenham
(37 Dwellings (Plots 184 - 220) Area A)

I refer to your Building Regulations application N° BC/00/01856/INC for the above development.

Please find a Notice, exempting the building(s) from the provisions of the Advance Payments Code as set out in the Highways Act 1980.

Yours faithfully


Garry Williams
Engineer
Highway Planning

LAING HOMES
21 JUN 2000
SOUTH EAST THAMES

To *Laing Homes South East Thames*
4 Oaks Court
Betts Way
Crawley
West Sussex, RH10 2GB

Development at Glaxo Wellcome (Residential Development), Langley Court, South Eden
Park Road, Beckenham, Kent
(37 Dwellings (Plots 184 - 220) Area A)

Further to application reference BC/00/01856/INC received on 15 June 2000 for development at the above mentioned address, I hereby confirm pursuant to section 219(4)(f) of the Highways Act 1980, that the London Borough of Bromley being the street works authority for the said Borough, are satisfied that the proposed estate roads, being unadopted roads, are not and are not likely within a reasonable time to become joined to a highway maintainable at the public expense, and that the provision of the Advance Payment Code notice set out in section 219-220 of the said Act shall not apply to the said development.

Director of Environmental Services *G. N. Hayward.*

Dated 19 June 2000

PRE-CONTRACT INFORMATION SHEET

Note for Buyers' Solicitors

Please note that the following information is intended to replace replies to standard pre-contract enquiries. The information supplied should be sufficient for your purposes and should cover all the points usually requested in preliminary enquiries. Additional information specific to this estate is supplied at the end of the form. Please therefore do not submit standard enquiries since these will be returned to you. The Seller will however be pleased to reply to any relevant additional enquiries you may wish to raise.

The information supplied below is believed to be correct but its accuracy is not guaranteed and does not obviate the need to make appropriate searches, enquiries and inspection.

1. BOUNDARIES

Please see the conveyance plan and draft documentation supplied which should provide information as to the ownership of and responsibility for repairing the boundaries. As to existing boundaries separating the estate from adjoining land, if the conveyance plan and other documentation does not give any indication as to ownership then the Seller has no further information.

2. DISPUTES

At the time of preparation of this information sheet the Seller is not aware of any disputes relating to this plot.

3. NOTICES

In general, the only notices affecting your clients' property will be the usual planning notices. Copies of planning permissions governing the development of the site will be provided as part of the sales documentation. Previous or irrelevant planning permissions will not be supplied. Any other notices relevant to the sale of this plot will be supplied.

Laing Homes have been served with notice from Vodafone of it's intention to erect a mast on the land known as the Northern Metropolitan open land immediately to the north of this development. We enclose a location plan showing the approximate position of the proposed mast to assist. We understand that the Council did not raise any objections to the siting of the mast and as such permission is now deemed to be granted.

Laing Homes have been contacted by a number of residents at Langley Park who are concerned by this proposal, and as a result of these concerns, Laing Homes have on

NOTE



behalf of the residents requested the Local Authority to consider siting the mast on the land to the east of South Eden Park Road, known as the Harvington Estate.

As neither the current site for which permission is deemed to be granted nor the alternative site suggested on behalf of the residents is owned by Laing Homes any additional influence Laing Homes may be able to bring is limited.

If your client requires any information regarding development of land outside the estate, please make the usual searches and enquiries of the local authority. With regard to development of adjoining land within the estate, if your client requires further information as to this, please raise a specific enquiry.

4. GUARANTEES, BONDS ETC.

Please see the Contract regarding the Seller's NHBC obligations. NHBC documentation will be supplied to you at the appropriate time.

As to sewer agreements and bonds, if it is intended that the sewers are to be adoptable then copies of these agreements will be supplied as and when they are available. As to maintenance of private roads and forecourts please see Transfer.

5. SERVICES

All services applicable to the type of dwelling to be purchased will be connected to the mains. Services may well pass through adjoining property, and your client's property may also have joint services passing through it. Please see Transfer for details of the rights reserved and granted.

6. FACILITIES

Drawings showing the routes of services will not be provided from this office and your client should check on site if it wishes to know the routes of shared facilities. As to maintenance please see Transfer supplied.

7. ADVERSE RIGHTS

Other than as already disclosed in the Office Copy Entries or documentation supplied or apparent on inspection or registered or registerable in registers of public record, the Seller is not aware of any overriding or other interests or rights but the property is sold subject to any which may exist and you and your client should please rely on your searches and enquiries regarding this.

8. OCCUPIERS

The property is sold with vacant possession.

9. RESTRICTIONS

Where the property is subject to restrictive covenants, full enquiries will have been made when the site was purchased, and, if deemed necessary, a restrictive covenant indemnity policy will have been obtained and should be with the documentation supplied. In respect of recent covenants where approval of plans is required please see supplemental notes at the end of this information sheet if applicable.

10. PLANNING

A copy of the planning permission relevant to the development of the estate will be supplied with the sales package. Copies of previous permissions will not be supplied.

11. COMPLETION DATE

Completion will be in accordance with the terms of the Contract i.e. either a fixed date if the property is a stock unit or after service of a completion notice.

12. CONNECTION CHARGES

The Seller will pay connection charges in respect of drainage and those services applicable to the property. The Buyer will however be responsible for the cost of installation and connection of the telephone.

Any fencing, laying of paths and access ways intended to be carried out by the Seller will be included within the purchase price.

13. OUTGOINGS

If there are any annual or periodic charges payable in respect of the property other than council tax then these will be revealed in the documentation supplied. Please also see supplementary notes for any additional information (if applicable).

14. LEASEHOLD PROPERTIES

There are no leasehold plots on this Phase of the development.

15. SUPPLEMENTARY NOTES

Please see the notes which accompany the sales package.

DATE: November 2000

**Legal Services
Laing Homes Limited**

Langley Park Beckenham – Phase 3 – Plots 184 –220 inclusive

STANDARD POST CONTRACT INFORMATION SHEET
IN LIEU OF REPLIES TO REQUISITIONS

PLEASE NOTE THAT THIS INFORMATION SHEET IS INTENDED TO SUPPLY INFORMATION USUALLY REQUESTED IN STANDARD FORM REQUISITIONS ON TITLE. WE WILL NOT THEREFORE SUPPLY REPLIES TO STANDARD REQUISITIONS. IF BUYERS' SOLICITORS HAVE A REQUISITION TO RAISE ON A SPECIFIC MATTER RELATING TO THIS PLOT (E.G. THE RESULT OF A LAND REGISTRY SEARCH) IT WILL OF COURSE BE DEALT WITH, SUBJECT TO THE TERMS OF THE CONTRACT.

1. PRE-CONTRACT ENQUIRIES

The replies given to your pre-contract enquiries would still be the same if those enquiries were repeated now, save as may have been varied in correspondence. As to any changes in the information initially supplied, please see correspondence and other documentation in your possession.

2. TITLE DEEDS

Registered Land

As to the date on which the Land or Charge Certificate was last officially examined against the Register, please see copy Office Copy Entries supplied and Form 102. This will also give you details as to the date of approval of the Estate Layout Plan. The Seller's Land Certificate is on deposit at the Land Registry and the Deposit Number is

SGL605484/DEP/821905D

3. MORTGAGES

The documentation supplied will confirm whether or not there are any mortgages. If there is a subsisting mortgage or charge, either the appropriate discharge or release will be available on completion or you will receive an undertaking in respect thereof. The undertaking will be to pay to the chargee such monies (if any) as are due in respect of the discharge or release in respect of this plot and to supply a form of release or discharge (whichever is applicable) as soon as the same has been received by the Seller from the mortgagees or their solicitors.

4. OUTGOINGS AND APPORTIONMENTS

The balance due from your client on completion will be shown on a completion statement separately supplied. No apportionment of rates will be made since it is unlikely that the property is rated.

5. COMPLETION

Completion can take place at these offices or by post if you wish. The completion monies are to be sent by telegraphic transfer to Laing Homes Limited's bank account. The Speedsend system is not available for Laing Homes Limited's bank account. We cannot act as your agent on completion. **Please note we are not able to hold money to order.**

Our Bank details are:-

**National Westminster Bank plc, 501 Silbury Boulevard, Saxon Gate East,
Central Milton Keynes, Bucks.**

Sort Code: 60-14-55
Account Number: 37440594
Account Name: Laing Homes Limited
**Reference: please quote the plot number and the first ten or so
letters of the development name**

6. NOTICES

As to notices of charge, etc. please see the documentation already supplied. The Transfer will inform you whether notices are required and you should serve them in accordance with those provisions.

7. POSSESSION

Vacant possession of the whole of the property will be given in accordance with the Contract. The keys will be available at Laing Homes Limited's site office on receipt of the whole of the balance of the purchase monies unconditionally.

8. FURTHER REQUISITIONS

Please see the note at the heading of this Information Sheet.

DATE: November 2000
Legal Services
Laing Homes Limited

PRECIS OF SECTION 104 AGREEMENT

(under Section 104 of the Water Industry Act 1991)

Property: Development at Langley Park Court, South Eden Road, Beckenham, Kent

Date: 14th August 2000

Parties: "the Owner" Laing Homes Limited
"the Surety" National House Building Council
"the Undertaker" Thames Water Utilities Limited

Plans: Plans and specifications annexed to the Agreement

Works: Construction of the sewers pumping stations and accessories such as valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities

Maintenance Period: 12 calendar months after the date of the issue of the Provisional Certificate

Financial Limit: £181,967.15 (Obligations of Surety)

NOTE: The Agreement itself and plans are substantial and too bulky to copy but it is certified that the Agreement embraces all plots which abut the Estate Road.

.....
Signed on behalf of
LAING HOMES LIMITED - LEGAL SERVICES



LINE OF EXISTING SURFACE WATER CULVERT FOR DETAILS OF WORKS TO
DEMOLITION AND EXTENT OF SECTION TO REMAIN REFER TO 97360/E/31 &
DEMOLITION SPECIFICATION. THE GROUNDWORKER SHOULD MAKE SURE
THAT ANY EXISTING SURFACE WATER FLOWS INTO THE REMAINING SECTION
OF THE CULVERT ARE MAINTAINED.

AREA A
DEAR WANNED
LAYOUT SHOWN
DOES NOT APPLY

Management Scheme

For

**LANGLEY PARK,
SOUTH EDEN PARK ROAD
BECKENHAM**

Prepared For:

**Laing Homes Ltd
South East Thames Region
4, Oak Park
Betts Way
Crawley
West Sussex
RH10 2GB**

Presented By:

**Peverel OM
Marlborough House
Wigmore Place
Wigmore Lane
Luton
Beds
LU2 9EX**

Date:

28th FEBRUARY 1999

Revision dated:

26th April 1999

**To include the rental maintenance of the
CCTV system and the control equipment.**

Revision dated:

5th May 1999

Change of name

Inc landscaping costs

Remove pumping station costs

Revision dated:

14th February 2000

220 Laing properties to share costs equally

3 Sectors added - incl apts phase 2

23rd October 2000

Communal Water Added

17th January 2001

A Scheme of Estate Management Relating To Langley Park, South Eden Park Road, Beckenham For Laing Homes Limited – South East Thames Area Office

1.0 INTRODUCTION

- 1.1 The purpose of this report is to outline a scheme of Estate Management for a development at Langley Park, South Eden Park Road, Beckenham. This report is produced for the exclusive use of the developer, Laing Homes Limited
- 1.2 The report has been prepared using plans and specifications provided by the developer. Should any amended drawings or specifications be subsequently received they may cause the Estimates and Service Charge calculations contained in this report to require amendment.

2.0 DESCRIPTION OF THE DEVELOPMENT

- 2.1 The Langley Park, Beckenham development comprises 220 Laing newly constructed properties and two refurbished sites sold to Faulkner Associates. The intention is that the whole development will fall under one estate management scheme, with all properties contributing towards the overall costs of the estate.
- 2.2 The development is accessed from an adopted highway, South Eden Park Road. At the entrance to the development will be a gatehouse and electronic security access. Vehicle entry onto the development for visitors will be through the main gate. The visitor will first have to contact the resident using the telephone entry system. If the visitor is unsure of the code access for the resident they will be able to seek help from a colour monitor to locate the relevant name. Residents will be able to access the site using a small transmitter box that will be issued to them upon purchase.
- 2.3 It is intended that there will be a 24-hour security presence on site. This will be operated by an operative who will be housed in the security lodge. 24 fixed covert cameras will be mounted on lampposts around the development. 2 further covert cameras will cover the main gates. All of the cameras will then be monitored from within the gatehouse. Residents will be able to view images of the entry gates from their TV receiver.
- 2.4 Each dwelling will have provision for a security alarm which may be linked to the security lodge. Various signals can be received to indicate the form of security breach being experienced.
- 2.5 The development also benefits from extensive natural landscape that will be maintained within the management scheme. There are also large open spaces that feature ponds, fountains and a fitness trail.

2.6 There are two blocks of flats comprising of 11 apartments in each. Each apartment benefits from the use of a passenger lift, video door entry system and communal TV aerial system.

2.7 The apartments benefit from a communal domestic cold water supply.

3.0 THE PROPOSED LEGAL STRUCTURE.

3.1 It is proposed that all of the Houses contained within the Development will be sold on a Freehold basis, being subject to a Variable Rent Charge committing the purchaser to contribute to the cost of the estate management matters mentioned in Appendix I (The Service Charge).

3.2 It is proposed that all of the Apartments contained within the Development will be sold on a Leasehold basis, being subject to a Ground Rent and a contribution to the cost of the estate and property management matters mentioned in the Appendices of this report. (The Service Charge).

3.3 Within the plot documentation Peverel OM Limited (the Management Company) will covenant with the purchaser to carry out the estate management matters identified within this report.

3.4 Laing Homes Limited will enter into a Management Agreement with Peverel OM Limited to effect the relationship between the two companies during the transitional period of construction and sale of all of the properties. The Agreement will be entered into prior to the first house completion, and will provide that, subsequent to the legal completion of the development, Peverel Investments, an associated company, will purchase the Freehold of the external communal areas for a nominal sum (£1). The Agreement will be in a format to be provided by Peverel OM Limited, subject to any amendment made with Laing Homes Limited's solicitors.

4.0 METHOD OF SERVICE CHARGE ACCOUNTING

4.1 Each Plot Lease/Transfer will contain covenants permitting the levy of a Service Charge to finance the maintenance, repairs and services within the management scheme. Peverel OM Limited will create the Langley Park, Beckenham Trust Fund Bank Account for receipt of these service charges. Any service charge income deposited into the Fund will only be used for Langley Park, Beckenham Management Scheme.

4.2 As part of the legal completion monies Laing Homes Limited's Solicitors will collect from the purchaser, an apportioned amount of the Service Charge calculated from the date of legal completion up to the next half-year collection date. This apportioned Service Charge will be sent directly to Peverel OM Limited, for the early establishment of the Trust Fund Bank Account and the Reserve Fund.

- 4.3 The Langley Park, Beckenham Trust Fund will be fully protected by the provisions of trust legislation and will be accounted for separately from the affairs of Peverel OM Limited.
- 4.4 Reserve Fund contributions for works budgeted over a longer term than one year, are also provided for in the Service Charge.
- 4.5 All Trust Fund monies will be invested in trustee investments with all interest arising being credited to the Fund.
- 4.6 Accounts will be prepared for The Langley Park, Beckenham Trust Fund for each year to the 30th November. The accounts will be produced to the 30th November 2001 and will be audited independently by a member of the Institute of Chartered Accountants in England and Wales, who when satisfied, will sign a Certificate of Account.
- 4.7 Any under or over collection of Service Charge from the Lessee, levied in accordance with the annual estimate of costs, will be credited or debited to them subsequent to the Certificate of Account, as provided for in the Landlord and Tenant Legislation. An estimate of the first full year service charge costs is shown in the Appendices to this report.
- 4.8 The annual Service Charge will be due for payment in half yearly amounts in advance on 1st December and 1st June in every year. As a convenience arrangement can be made with Peverel OM Limited, upon written application of each Owner, to pay the charge by way of a Monthly Standing Order Mandate. If such an arrangement is agreed, any subsequent non-payment will cause the arrangement to cease and the Lease payment terms will pertain.

5.0 THE ESTATE MANAGEMENT SCHEME

The Estate Management Scheme for Langley Park, Beckenham is conceived in such a manner, that each property should contribute towards those management facilities and services for which it has a legal right to use or derives benefit. Therefore it has been necessary to split the costs into five sectors which are described in more detail below:

Faulkener Associates will pay 6.8% of the annual estate service charge and the 220 Laing properties will share equally the remaining 93.2%.

5.1 Estate Costs

This sector relates to the maintenance and upkeep of the external common parts and facilities of the development from which all properties derive equal benefit. The costs of this sector are more described in **Appendix I**. Items included in this Sector are:-

- a) Employment of the Security Staff on a 24-hour basis – A specialist security firm will provide operatives on a shift system to man the gatehouse CCTV control and to monitor access through the main gate.

- b) Employment of an Estate Maintenance Operative- The Operative, who is to work the hours of 8 a.m. to 4 p.m. Mondays to Fridays, is to be responsible for daily estate sweeping and litter picking, general shrub bed maintenance and ad hoc estate repairs. The costs scheduled are to include protective clothing, small tools and equipment.
- c) Public Liability and Material Damage Insurance Premium inc. IPT.- A policy will be negotiated to provide appropriate cover for all of the estate areas and equipment.
- d) Maintenance of the Estate Grassland and Specialised Shrub Beds – A specialist contractor will be engaged to carry out regular cuts of the open space grasslands and to tend to the specialist shrub beds on the development. Pond clearance and treatment may also be required.
- e) Landscape Renewal – A budget has been established to allow for regular replanting programmes to the development shrub beds.
- f) Ongoing Tree Surgery Works – There is a blanket Tree Preservation Order over the development. Regular inspection and pruning will be required by a specialist contractor when any diseased or ailing tree is identified.
- g) General Estate Repairs - Minor general building repairs will be identified by the Peverel OM Estate Manager and payment will be made out of the trust fund for these on an ad hoc basis.
- h) Maintenance of the Electronic Vehicle Entry Gates – A maintenance contract will be negotiated with a specialist company to carry out inspection and annual maintenance to the gates.
- i) Rental/ maintenance of the CCTV system and its control equipment – A Rental Maintenance Agreement will be established for the provision of a semi-covert CCTV system including 24 cameras which will be located around the development. The system will be supported by a video recorder. In addition, at the entrance to the development will be a computer driven topographical mapping system which will enable visitors to indicate which property they are visiting. Following acceptance the system will issue a ticket which will permit entry to the development.
- j) External Electricity Supply inc. Bulb Replacement – Payment will be made out of the trust fund for the communal external electricity supply to the estate lighting and the security and entry gate systems. The budget will also allow for replacement bulbs.
- k) Maintenance of the Video Access Entryphone System - A maintenance contract will be negotiated with a specialist company to carry out inspection and maintenance to the video access entryphone system.

- l) Audit and Accounts Preparation Fees – The Auditors' Fees for the preparation and audit of accounts will be settled.
- m) External Water Supplies to Fountains and two other watering points for the gardens – Supply costs and standing charges for the taps have been allowed for in an annual budget.
- n) Reserve Funds – Provision is made for works, which can be identified as requiring periodic maintenance over a longer term than one year. Dependent upon the anticipated life of the facility, the future anticipated costs and their frequency, provisions are shown within the estimate for:-
 - Major repairs/resurfacing of the private roadway and hard landscaping.
 - Major repairs/renewals to Water Features
 - Arborists Fees for periodic pruning programmes.
 - Major repairs/renewals to estate lighting
 - Miscellaneous Estate Redecoration - lighting columns, vehicle gates & fencing
 - Major repairs/renewal to video entry/access system

Sector 2 - Block Costs

This sector relates to the maintenance and upkeep of the apartment blocks. The costs in this sector are apportioned to each block on an equal basis and then to each apartment on a floor area basis. The costs of this sector are more described in **Appendix II**. Items included in this Sector are:-

- a) Internal Common Area Cleaning – Specialist cleaning contractors will be appointed to attend site on a weekly basis to clean the internal communal areas of the apartment buildings.
- b) Common Area Carpet Cleaning – Specialist carpet cleaning contractors will be appointed to attend site annually to clean the communal area carpets.
- c) Buildings Insurance - Upon notification of each completion from Laing Homes Ltd, Peverel OM Limited will arrange insurance of the Apartment Blocks on a comprehensive Master Block Policy which covers fire and all the usual perils, plus alternative accommodation. The Policy also provides £10 million Public Liability cover to the common areas of the Block and terrorism cover up to the total reinstatement value of the blocks. The reinstatement values would be index linked on a monthly basis and cumulatively adjusted for premium purposes upon renewal of the Policy each year, subject to IPT Tax. The Policy is however, subject to an excess of £100 in respect of each and every claim and £500 in respect of subsidence claims.

- d) General Repairs– Provision has been made for the ad hoc general repairs required to the internal communal areas, such items of maintenance to be identified by the Estates Manager who will make regular visits to site
- e) Cleaning of bin stores – Specialist contractors will make monthly visits to sweep out, wash down and disinfect the communal bin stores for the apartment blocks.
- f) Rental of the video door entry system – We understand the video door entry system for the apartment blocks will be on a rental maintenance agreement with a specialist contractor.
- g) Maintenance of the communal TV aerial system – We understand the communal TV aerial system for the apartment blocks will be purchased and installed by the developer. Therefore provision has been made for the ad hoc repairs that may be required – such items to be identified by the Estates Manager who will make regular visits to site.
- h) Communal Electricity Supply – Payment will be made from the Trust Fund for the landlords electricity supply used for the internal communal areas.
- i) Landlord's Water Supply - Payments will be made from the trust fund for the landlord's water supply to the apartment blocks.
- j) Passenger Lifts Maintenance– Standard Lift Service Agreements will be entered into with a specialist contractor for each of the lifts in the blocks. In addition a statutory lift insurance inspection contract will also be negotiated with an independent body. Lift telephone bills and repair bills are also provided for.
- k) Annual Cold Water Standing Charge – The annual charge for the cold water standing meter will be paid out of the trust fund.
- l) Maintenance of Fire Protection Equipment – A specialist contractor will be appointed to maintain all fire protection equipment within the apartment block.
- m) Reserve Funds – Provision is made for works, which can be identified as requiring periodic maintenance over a longer term than one year. Dependent upon the anticipated life of the facility, the future anticipated costs and their frequency, provisions are shown within the estimate for: -
 - Internal Communal Redecoration
 - Major Repair/Replacement of the Passenger Lift
 - External Redecoration
 - Communal Area Carpet Replacement
 - Major Structural Repairs

Sector 3 - Underground Park Costs

This sector relates to the maintenance and upkeep of basement car parking areas. The costs for this sector are allocated between the basement car space owners on an equal basis. Costs included in this sector are as follows: -

- a) Sweeping of Carpark- A Specialist contractor will be appointed to sweep the car parks on a monthly basis.
- b) Basement Car Park Buildings Insurance Premium Inc Terrorism and IPT. As soon as we receive notification that a parking space has been completed, Peverel OM Limited will arrange for the entire basement car parks to be insured.
- c) General Repairs – The estimate provides a sundry sum for the maintenance and minor repairs to the car parks.
- d) Internal Electricity Supply – Payment will be made out of the Trust Fund to settle supply costs for the carpark lighting.
- e) Petroleum Licence – Peverel Limited will Liase with the local fire brigade to ensure that the basement car park hold the proper current licence.
- f) Maintenance of the Sump Pump - Payments will be made out of the trust fund for any ad hoc repairs to the sump pumps, which will be purchased and installed by the developer.
- g) Cleaning of Petrol interceptor- Payments will be made out of the trust fund for a specialist contractor to clean the petrol interceptor as required.
- h) Maintenance of Electronic Vehicle Gates – Specialised contractors will be instructed to carry out all necessary repairs to the vehicle gates as required.
- i) Reserve Funds – Provision is made for works, which can be identified as requiring periodic maintenance over a longer term than one year. Dependent upon the anticipated life of the facility, the future anticipated costs and their frequency, provisions are shown within the estimate for: -
 - Major Repairs/Renewals to Vehicle Gates
 - Basement Car Park Redecoration
 - Major Structural Repairs
 - Major Repair/Resurfacing of the Accessways, Duct & Drains

Sector 4 – Surface Car Space Service Charge

This sector relates to the maintenance and upkeep of the surface car parking areas. The costs for this sector are allocated between the surface car space owners equally. Items included in this Sector are:-

- a) Sweeping of Car Park – A specialist contractor will sweep the car park on a monthly basis.
- b) General Repairs – Payment will be made out of the trust fund for any ad hoc repairs related to the surface spaces.
- c) Reserve Funds – Provision is made for works which can be identified as requiring periodic maintenance over a longer term than one year. Dependent upon the anticipated life of the facility, the future anticipated costs and their frequency, provisions are shown within the estimate for:-
 - Major Resurfacing

Sector 5 – Domestic Cold Water Service Charge

Each block receives an incoming cold water supply through a communal water meter, and all units obtain their supply via this feed. It has therefore been necessary to calculate the likely water consumption for each apartment on the development. A projected sum has been shown within Sector 5 or **Appendix V**, to be collected in advance. At the end of the financial year each apartment will be given a credit/charge based on the actual usage from the landlord's supply.

6.0 GENERAL MATTERS

- 6.1 Value Added Tax - Value Added Tax (VAT), where applicable has been included in the cost estimate and provisions published in this report are in accordance with HM Customs & Excise ruling at the time of publication.
- 6.2 Management Fee - The ongoing Peverel OM Limited Management Fee for this development will be £11,400 + VAT per annum for Sector 1 and a minimum fee of £60 per property per annum in respect of Sector 2 Block Costs. The fee level will be reviewed annually in line with the retail price index. These fees form part of the Service Charge Costs payable by the Purchaser. In addition a further 10% + VAT management fee will be taken on repairs and maintenance items over £1500 and which are not covered by annual contracts.
- 6.3 Resident Representation - It is Peverel OM Limited's company practice with all management instructions to encourage and closely liaise with any Residents' Association that is formed. This includes regular meetings with residents on annual estimates and accounts as well as consultation procedures. The estimates of costs published in this report are part of this consultation procedure and, subject to any observations made by Residents or manifest error, forms the basis upon which Peverel OM Limited intends to manage the development as a whole.
- 6.4 Property Misdemeanors Act - Best endeavour has been exercised to ensure that the cost estimates and descriptions of management services and facilities within this report are appropriate to the development specification provided to us. They are

indications only of the likely costs that will be included in any Service Charge which the developer will need to make known to the Potential Purchaser. It is not intended that this report be treated as descriptive material, describing in relation to any particular property or development, any of the specified matters prescribed by any order made under the above Act. The contents of this report may be subject to change and alterations and variations can occur upon the introduction and practical application of the Management Scheme both initially and in subsequent years. The contents of this Report do not constitute a contract, part of a contract or warranty.

7.0 DEVELOPMENT HANDOVER PROCEDURE

- 7.1 The Management Scheme has been designed to take over the management responsibility of the development in several "Handover" transactions.
- 7.2 Handover Inspection - Prior to the formal "Handover" of the Estate Maintained Areas, Peverel OM Limited will carry out an inspection of all the communal parts of the Development including all the service installations serving the same, and reserves the right to require Laing Homes Limited to complete or rectify to a satisfactory standard, any matters as appropriate. Equally, all technical or other data relating to the communal services not previously requested or provided, will be required.
- 7.3 Interim Maintenance Costs - Prior to "Handover" Laing Homes Limited may have incurred items of maintenance cost in providing services to the partly legally completed Estate/Block. In such instances, provided the costs are properly documented and are admissible costs, particularly in regard to the Management Scheme frequencies and activities, then apportioned reimbursement can be made to Laing Homes Limited for the services provided.
- 7.4 Unsold Unit Management Charge - There is a liability upon Laing Homes Limited for the Service Charge contribution for any individual house/apartment at the time Peverel OM Limited take the "Handover". The Langley Park, Beckenham Trust Fund, and Peverel OM Limited on taking over the responsibility for an estate, require the full income of the Service Charges in order to finance the provisions and services of the Management Scheme, particularly in respect of the early establishment of the Reserve Funds.

LANGLEY PARK - BECKENHAM

SCHEDULE OF ESTIMATED SERVICE CHARGES FOR THE INITIAL YEAR OF MANAGEMENT



SECTOR 1 - ESTATE COSTS

Item	Approx Frequency	Estimated 1st Year £P.A.
Security Gate and CCTV Monitoring	24 Hour Cover	£85,000
Caretaker Salary Inc NI Contribution and Consumables <u>Caretaker Duties:</u> Daily Estate Sweeping and Litter Picking General Shrub Bed Maintenance Adhoc Repairs	Full Time	£20,000
Public Liability & Material Damage Insurance Premium Inc IPT	Annually	£1,100
Maintenance of Estate Grasslands and Specialised Shrub Bed Features	As Required	£21,000
Landscape Renewal	Annually	£1,500
Ongoing Tree Surgery Works	As Required	£1,500
General Estate Repairs	As Required	£2,000
Irrigation Systems & Fountains	As Required	£1,000
Maintenance of Electronic Vehicle Gates	As Required	£1,000
Rental/Maintenance of CCTV and Control Equipment	On 5 Year Agreement	£12,650
External Electricity Supply Inc Bulb Replacement	As Required	£5,200
Maintenance to the Video Access Entryphone System	As Required	£2,080
Audit & Accounts Preparation Fee	Annually	£800
External Water Supply Costs to Fountains and Two Other Watering Points For the Gardens	As Required	£3,500
SUB TOTAL		£158,330
Management Fee Fixed Fee of £11,400 + VAT Per Annum		£13,395
SUB TOTAL		£171,725

RESERVE FUNDS FOR LONGER TERM MAINTENANCE WORKS:

Major Repairs/Resurfacing of Hard Landscaped Areas	£10,000	Over	25	Years	£400
Major Repairs/Renewals to Water Features	£3,500	Over	10	Years	£350
Arborists Fees	£5,000	Over	5	Years	£1,000
Major Repairs/Renewals to Estate Lighting	£6,000	Over	15	Years	£400
Misc Estate Redecoration	£6,000	Over	5	Years	£1,200
Major Repairs/Renewals to Video Entry/Access System	£20,000	Over	20	Years	£1,000
TOTAL SECTOR COSTS					£176,075

APPORTIONMENT:

The costs will be apportioned on the following basis:

Laing (220 properties)	93.20% =	£ 164,102
Faulkener Associates	6.80% =	£11,973
		£ 176,075



LANGLEY PARK - BECKENHAM

SCHEDULE OF ESTIMATED SERVICE CHARGES FOR THE INITIAL YEAR OF MANAGEMENT



SECTOR 2 - BLOCK COSTS

Item	Approx Frequency	Estimated Charge £P.A.
General Repairs	As Required	£500
Landlords Electricity Supply incl Bulb Replacement	As Required	£1,700
Landlords Water Supply	As Required	£300
Cleaning of Bin Store	Monthly	£240
Maintenance of the Communal T.V. Aerial System	As Required	£300
Rental of Video Door Entry System	Annually	£3,300
Buildings Insurance incl IPT	Annually	£3,400
Internal Common Area Cleaning	Weekly	£4,160
Communal Area Carpet Cleaning	Annually	£400
<u>Passenger Lift Maintenance to include:</u> standard lift service agreement statutory lift insurance inspection lift repairs lift telephone	Annually	£2,400
Annual Cold Water Standing Charge	Annually	£1,879
Maintenance of the Fire Protection Equipment	As Required	£240
SUB TOTAL		£18,819
MANAGEMENT FEE incl VAT	Annually	£1,551
SUB TOTAL		£20,370
<u>RESERVE FUNDS FOR LONG TERM MAINTENANCE</u>		
Major Repair/Replacement of the Passenger Lift £20,000 Over 10 Years		£2,000
Internal Common Area Redecoration £4,200 Over 4 Years		£1,050

Communal Area Carpet Replacement	£3,600	Over	10	Years	£360
External Redecoration	£9,650	Over	4	Years	£2,413
Major Structural Repairs	£15,000	Over	25	Years	£600
TOTAL SECTOR 2 COSTS					£26,793

APPORTIONMENT:

The costs in this sector will be apportioned to all plots on a floor area basis.

ASSUMPTIONS:

- The Windows, Bargeboards, Gutters and Soffits are all UPVC
- The Window Cleaning is the Residents Responsibility
- The Communal T.V. Aerial System will be purchased and installed by the developer.
- There are 2 Landlords Water Tap
- The Internal Common Areas are painted walls and carpeted floors



LANGLEY PARK - BECKENHAM



SCHEDULE OF ESTIMATED SERVICE CHARGES FOR THE INITIAL YEAR OF MANAGEMENT

SECTOR 3 - UNDERGROUND PARKING COSTS

Item	Approx Frequency	Estimated Charge £P.A.
Sweeping of Car Park	Monthly	£960
General Repairs	As Required	£150
Landlords Electricity Supply incl Bulb Replacement	As Required	£1,960
Maintenance of Electronic Vehicle Gates	As Required	£600
Buildings Insurance incl IPT	Annually	£1,000
Cleaning of Petrol Interceptor	As Required	£300
Petroleum Licence	Annually	£300
Maintenance of Sump Pumps	As Required	£300
SUB TOTAL		£5,570

RESERVE FUNDS FOR LONG TERM MAINTENANCE

Major Repair/Replacement of the Accessways, Ducts & Drains £4,000 Over 25 Years	£160
Redecoration of The Carpark £1,200 Over 4 Years	£300
Major Repair/Replacement of the Electronic Vehicle Gates £6,000 Over 10 Years	£600
Major Structural Repairs £4,000 Over 25 Years	£160
TOTAL SECTOR 3 COSTS	£6,790

APPORTIONMENT:

The costs in this sector will be apportioned to all spaces on an equal basis.

ASSUMPTIONS:

There are 24 60w strip lights being used within the carpark for 12h periods
The car parks are 5000 sq ft

COST: THE ANNUAL CHARGE PER CAR PARKING SPACE WILL BE

£189



LANGLEY PARK - BECKENHAM



SCHEDULE OF ESTIMATED SERVICE CHARGES FOR THE INITIAL YEAR OF MANAGEMENT

SECTOR 4 - SURFACE PARKING COSTS

Item	Approx Frequency	Estimated Charge £P.A.
Sweeping of Surface Spaces	Monthly	£360
General Repairs	As Required	£150
SUB TOTAL		£510

RESERVE FUNDS FOR LONG TERM MAINTENANCE

Major Repair/Replacement of the Surfaces £2,000 Over 25 Years	£80
TOTAL SECTOR 4 COSTS	£590

APPORTIONMENT:

The costs in this sector will be apportioned to all surface spaces on an equal basis.

COST: THE ANNUAL CHARGE PER SURFACE SPACE WILL BE £21



LANGLEY PARK - BECKENHAM

Peverel 

SCHEDULE OF ESTIMATED SERVICE CHARGES FOR THE INITIAL YEAR OF MANAGEMENT

SECTOR 5 WATER CONSUMPTION COSTS

Item	Approx Frequency	Estimated Change £P.A.
Domestic Cold Water Consumption Costs	Annually	£4,577
TOTAL SECTOR 5 COSTS		£4,577

APPORTIONMENT:

The costs in this sector will be apportioned to all properties on a bedroom basis.



LANGLEY PARK - BECKENHAM

SCHEDULE OF ESTIMATED SERVICE CHARGES
FOR THE INITIAL YEAR OF MANAGEMENT



MATRIX

PLOT NO	APT SQ FT	NO OF BEDS	SECTOR 1 %	SECTOR 2 %	SECTOR 3 %	SECTOR 4 %	SECTOR 5 %	SECTOR 1 EP.A.	SECTOR 2 EP.A.	SECTOR 3 EP.A.	SECTOR 4 EP.A.	ESTIMATED SERVICE CHARGE EP.A.	WATER CHARGE
1			0.455%										
2			0.455%					£745.92				£745.92	
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PLOT NO	APT SQ FT	NO OF BEDS	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4	SECTOR 5	SECTOR 1	SECTOR 2	SECTOR 3	SECTOR 4	ESTIMATED SERVICE CHARGE E.P.A.	WATER CHARGE
			%	%	%	%	%	%	E.P.A.	E.P.A.	E.P.A.		
163	1583	3	0.455%	9.47%	5.56%		5.27%	£745.92	£1,269.23	£377.22		£2,392.37	£241
164	1259	2	0.455%	7.54%	2.78%	3.57%	3.82%	£745.92	£1,009.45	£188.61	£21.07	£1,965.05	£175
165	1517	3	0.455%	9.08%	2.78%	3.57%	5.27%	£745.92	£1,216.31	£188.61	£21.07	£2,171.91	£241
166	1583	3	0.455%	9.47%	5.56%		5.27%	£745.92	£1,269.23	£377.22		£2,392.37	£241
167	1259	2	0.455%	7.54%	2.78%	3.57%	3.82%	£745.92	£1,009.45	£188.61	£21.07	£1,965.05	£175
168	1517	3	0.455%	9.08%	2.78%	3.57%	5.27%	£745.92	£1,216.31	£377.22		£2,339.45	£241
169	1583	3	0.455%	9.47%	5.56%		5.27%	£745.92	£1,269.23	£377.22		£2,339.45	£241
170	1259	2	0.455%	7.54%	2.78%	3.57%	3.82%	£745.92	£1,009.45	£188.61	£21.07	£1,965.05	£175
171	1517	3	0.455%	9.08%	2.78%	3.57%	5.27%	£745.92	£1,216.31	£377.22		£2,339.45	£241
172	1929	2	0.455%	11.55%	5.56%		3.82%	£745.92	£1,546.65	£377.22		£2,669.79	£175
173	1702	2	0.455%	10.19%	5.56%		3.82%	£745.92	£1,364.64	£377.22		£2,487.78	£175
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16708			100%	100%	100%	100%	101%	£164,102	£26,793	£6,979	£590	£198,464	£4,643

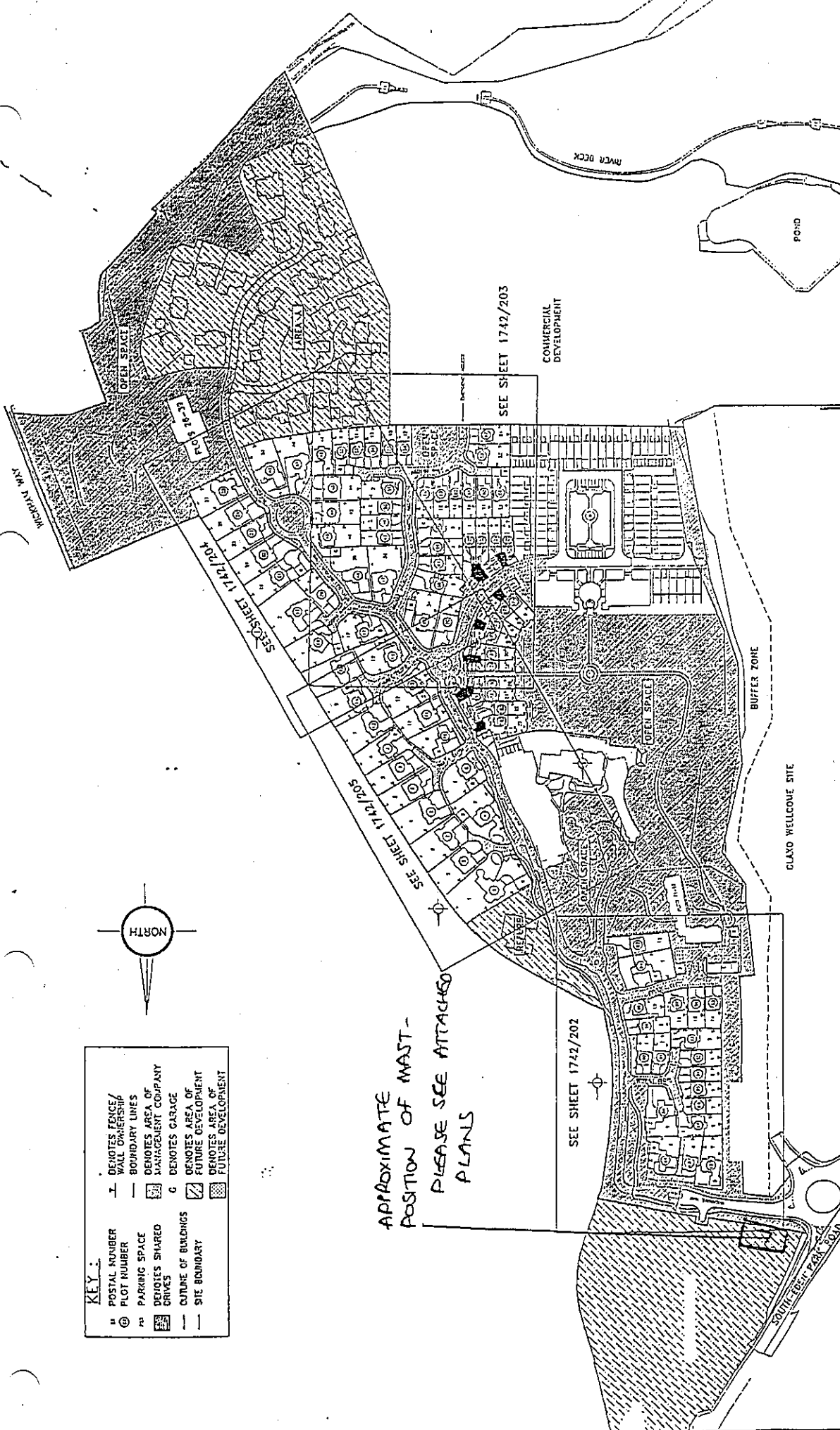
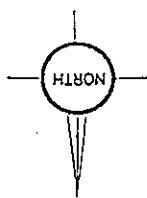
FAULKNER DEVELOPMENT

Sector 1 Block %		
Laing new build	93.20%	£164,102
Faulkener developments	6.80%	£11,973
	100.00%	173900



KEY :

⊠	POSTAL NUMBER	⊠	DEMOTES FENCE/WALL OWNERSHIP
⊙	PLOT NUMBER	—	BOUNDARY LINES
⊞	PARKING SPACE	⊞	DEMOTES AREA OF MANAGEMENT COMPANY
⊞	DEMOTES SHARED DRIVES	G	DEMOTES GARAGE
—	OUTLINE OF BUILDINGS	⊞	DEMOTES AREA OF FUTURE DEVELOPMENT
—	SITE BOUNDARY	⊞	DEMOTES AREA OF FUTURE DEVELOPMENT



APPROXIMATE
POSITION OF MAST -
PLEASE SEE ATTACHED
PLANS

DATE	: 18/5/99
SCALE	: 1/2500
DRAWN	: TKB
CHECKED	:
APPROVED	:
DRG. No.:	: 1742/201
REV :	: C

JOB : BECKENHAM, GLAXO

TITLE :
CONVEYANCE PLAN
MANAGEMENT COMPANY PLAN

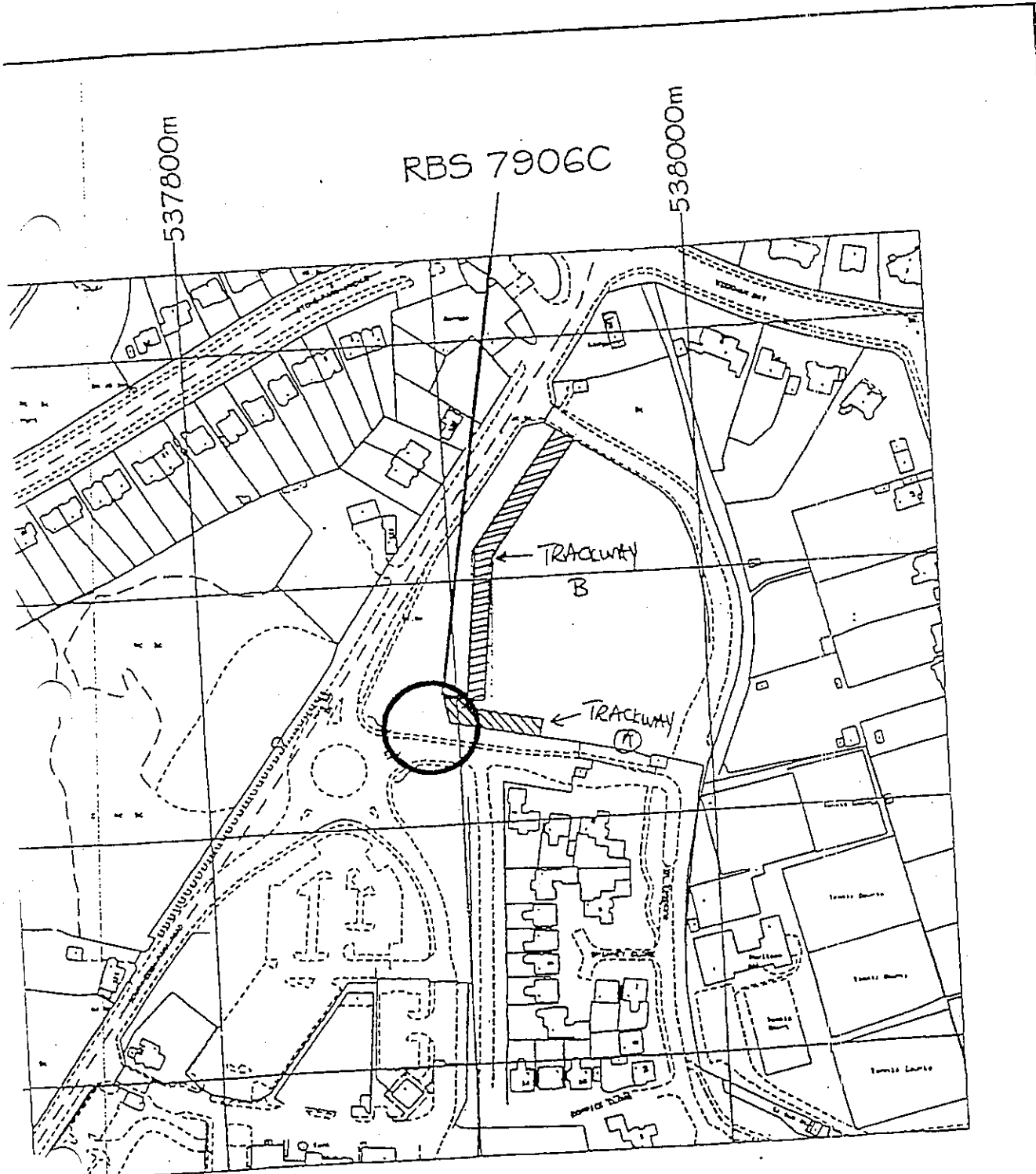
LAING HOMES
South Thames Area

4 Oak Court
Belts Way
Cranley
West Sussex
RH10 7GN
Tel: 01293 544844
Fax: 01293 561626

RBS 7906C

537800m

538000m



SCALE 1:2500

RBS 7906C LANGLEY

REF E37890 F 168345 N

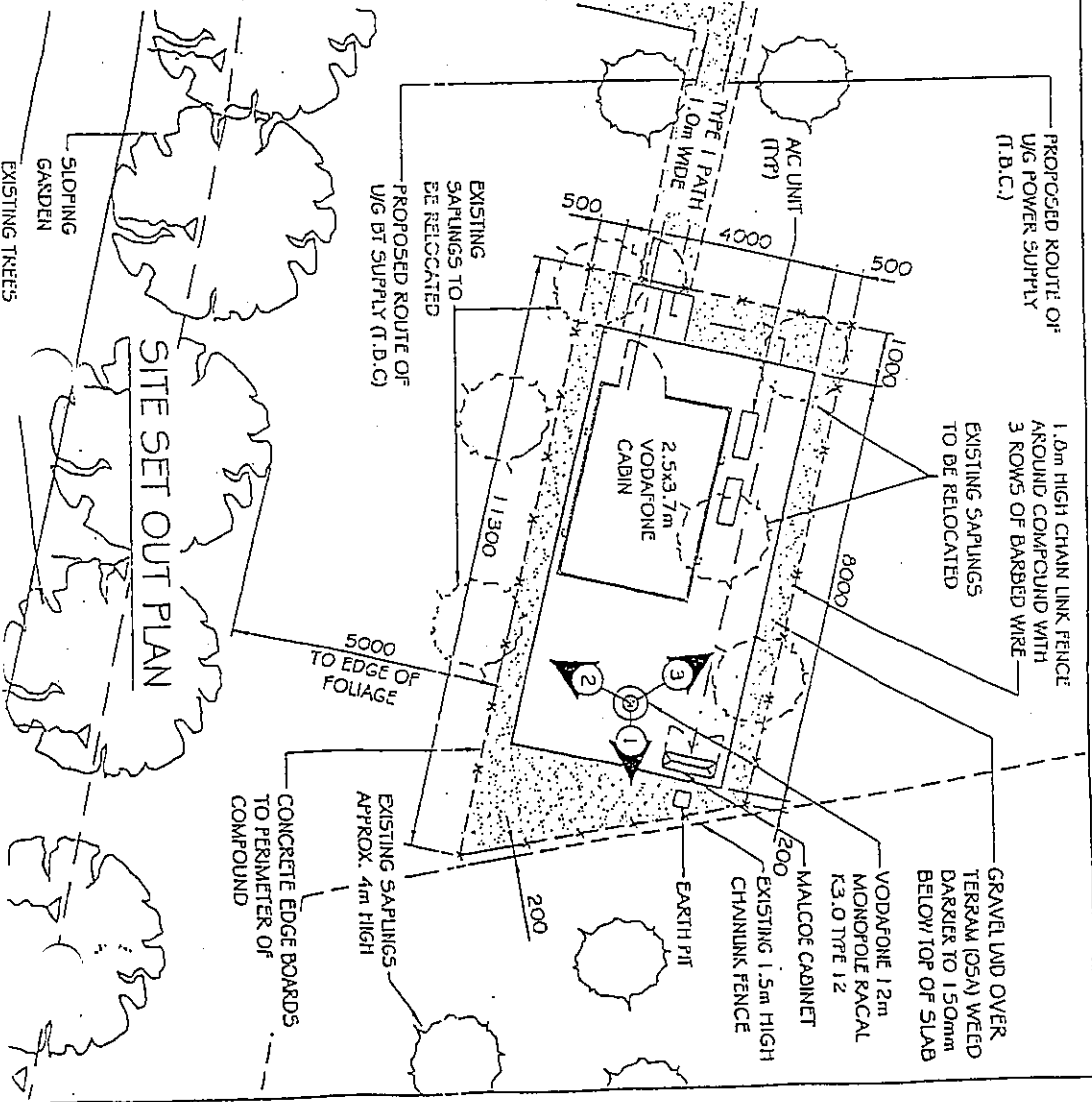
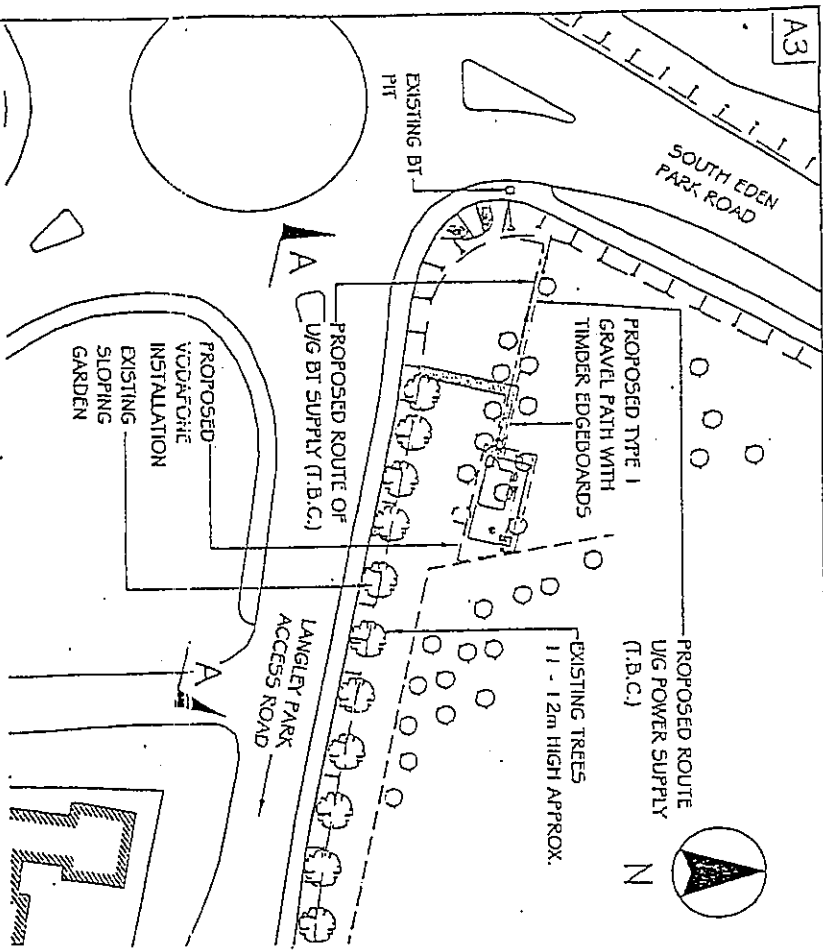
SITE LOCATION PLAN

NOTES:

- ACCESS ROUTE OFF LANGLEY PARK ACCESS ROAD VIA FOOTPATH
- DISTANCE FROM NEAREST ANTENNA TO PUBLIC HIGHWAY (SOUTH EDEN PARK ROAD) 15.4m TPOX.
- PRG&A AND LEVEL SITE AS REQUIRED.

ANTENNA CONFIGURATION

CELL	TYPE	ORIENTATION
1	ADCT-2-10 DUAL BAND	90°
2	ADCT-10 DUAL BAND	210°



SITE SET OUT PLAN



CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY

No. 2061041

I hereby certify that

SECONDRIGE LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the Company is limited.

Given under my hand at the Companies Registration Office,
Cardiff the

3RD OCTOBER 1986

A handwritten signature in dark ink, appearing to read 'E. J. Jones'.

MRS. E. J. JONES

an authorised officer



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 2061041

I hereby certify that

SECONDHIGH LIMITED

having by special resolution changed its name, is now
incorporated under the name of
C.B.H. MANAGEMENT LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 27TH NOVEMBER 1986

E. Chadwick
MRS E. CHADWICK
an authorised officer



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

No. 2061041

I hereby certify that

C.B.H. MANAGEMENT LIMITED

having by special resolution changed its name,

is now incorporated under the name of

O.M.MANAGEMENT SERVICES LIMITED

Given under my hand at the Companies Registration Office,

Cardiff the 25 MARCH 1991

A. M. Evans.
A. M. EVANS

an authorised officer



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME

Company No. 2061041

The Registrar of Companies for England and Wales hereby certifies that

O.M.MANAGEMENT SERVICES LIMITED

having by special resolution changed its name, is now incorporated
under the name of

PEVEREL OM LIMITED

Given at Companies House, London, the 6th September 2000

S.E. Whitting

For The Registrar Of Companies



C O M P A N I E S H O U S E



SUMMARY OF BUILDINGS COVER FOR LESSEES OF INDIVIDUAL RESIDENTIAL PROPERTIES

NORWICH UNION

Policyholder O.M. Ltd. And Subsidiary Companies

Policy Number P00073661001 & P00073661002

Residential Property Any house, maisonette, flat, apartment or block of flats within England and Wales in respect of which the Policyholder is concurrent head lease or freeholder or has agreed to take a concurrent head lease or freehold in respect thereof, or is the maintenance trustee or otherwise for which the Policyholder has instructions to insure. Cover in respect of each Residential Property is in accordance with details lodged with London and Edinburgh Insurance Company Limited (the Company).

Period of Insurance: 1st January to 31st December (Annually)

Property Insured

Reinstatement Value

(Sums Insured are annually index-linked)

Resident The owner or lessee of any Residential Property and any member of such owner's or lessee's family

Other Interests The interest of the freeholder of the Residential Property, the lessee of the Residential Property, the mortgagee of any of them and any Management company which O.M. Ltd. or its Subsidiary Companies have instructions to insure is included in this policy without the need for it to be specially recorded

The buildings being the residential property and its Annexes, gangways, domestic outbuildings, green Houses, landlords fixtures & fittings, swimming pools Tennis courts, walls, river walls, wharfs, gates & Fences, hedges, paved terraces, patios paths, drives

Exclusions

The undemoted exclusions apply to the Material Damage Section. In addition a Deductible of £100 applies each and every claim or in respect of cause 7 (Subsidence) the first £500 of each claim is excluded

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. Fire, lightning, explosion including full Terrorism, earthquake 2. Storm or flood 3. Freezing of water tanks, apparatus or pipes or water
Escaping from tanks, apparatus or pipes or oil
Escaping from a fixed heating installation 4. Riot, civil commotion, strike or labour disturbance 5. Malicious persons or vandals <p>Theft or attempted theft</p> <p>Property in which he resides</p> <ol style="list-style-type: none"> 7. Subsidence and/or heave of the site on which the buildings stand or of land belonging to the buildings or landslip 8. Falling trees or branches 9. Falling television or radio aerials, aerial fittings or masts 10. Collision involving aircraft or aerial devices or anything dropped from them or vehicles or animals. 11. If the residential property is damaged and made Uninhabitable by any cause insured by paragraphs 1-10 the Company will pay the amount of reasonable additional costs of comparable accommodation and up to 3 years ground rent and service charges incurred by the lessee of the Residential Property during the period necessary to restore the Residential Property to a habitable condition. | <ol style="list-style-type: none"> 2. Loss or damage by frost/Loss or damage to fences & gates 5. Loss or damage caused by the policyholder, any director of the policyholder or any employee
Loss or damage caused by any resident to the residential Property in which he resides 6. Loss or damage caused by the policyholder, any director of the policyholder or any employee
Loss or damage caused by any resident to the residential 7. - the first £500 of each claim <ul style="list-style-type: none"> - compaction of infill of solid floors - shrinkage, cracking, or the bedding down of new structures - coastal or river erosion - demolition of or structural alteration or structural repair to the residential property, its garages or domestic outbuildings - faulty workmanship, design or the use of defective materials 8. Loss or damage to fences or gates 11. Any amount exceeding 35% of the sum insured. |
|--|--|

The Material Damage section also provides insurance against:

7. Accidental damage for which the policyholder or the Lessee of any residential property is legally responsible to Cables or underground services supplying the buildings.
13. Accidental breakage of glass in doors or windows, wash Basins, splashbacks, pedestals, baths, sinks, bidets, lavatory Cisterns, lavatory pans, shower trays and shower screens all Fixed to and forming part of the buildings.

General Exclusions

1. Radioactive contamination

Any expense, consequential loss or any loss or damage to Property directly or indirectly caused by or contributed to By

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War risks

Any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

3. Sonic bangs

Loss damage by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Claims settlement

Company will pay the cost of work carried out in repairing or replacing the damaged parts of the Buildings including fees and associated costs but not The cost of complying with building regulations, local Authority or other statutory requirements if notice of the Need to comply was served upon the policyholder Before the damage occurred or if the regulations or Requirements relate to undamaged parts of the buildings. If the buildings have not been maintained in good repair Or if at the time of any loss or damage the sum insured Is less than the full rebuilding cost the Company will pay the Cost of repair or replacement less a deduction for wear and tear.

If the repair or replacement is not carried out the Company will pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the buildings if the repair work had been carried out without delay. The maximum amount payable in aggregate under paragraphs 1-10, 12 and 13 is the sum insured less any excess.

Property Owners Liability

The Insurance by this Policy includes an indemnity to the Policyholder and resident against all claims made against Them, as owner (but not occupier of any part of the Buildings) in respect of accidents resulting in

- a) accidental bodily injury to any person not at the time Of sustaining such injury engaged in the service of the Policyholder.

b) accidental loss of or damage to property not belonging to or in the charge or under the control of the policyholder or of a person in the policyholder's service.

Limit of Indemnity £10,000,000 any one occurrence.

Sale of residential property

If the policyholder or the lessee of any residential property enters into a contract to sell his interest in it and between exchange of contracts and completion of the sale, it is damaged by any cause insured by paragraphs 1-10, 12 or 13 the purchaser shall be entitled to benefit from this insurance in respect of such loss or damage when the sale is completed provided it is not otherwise insured by or on behalf of the purchaser.

Automatic reinstatement of the sum insured

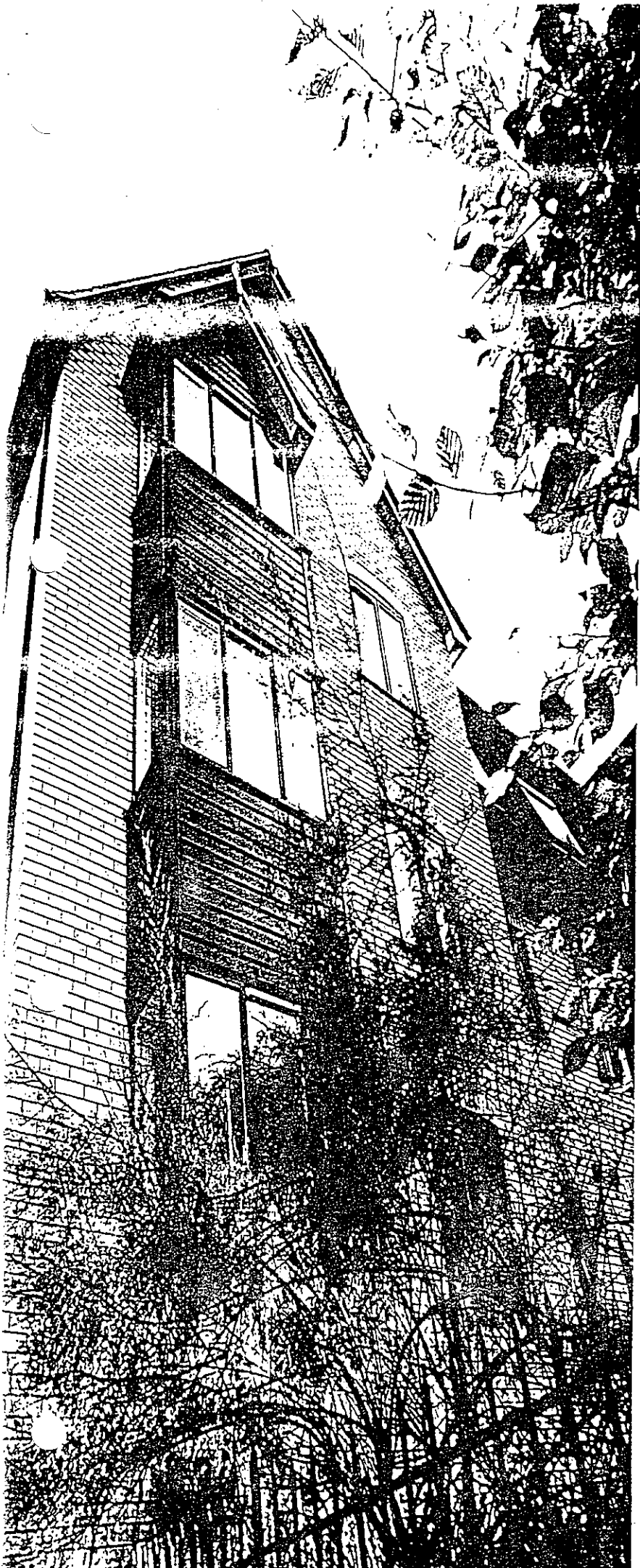
The sum insured will not be reduced following a claim, Provided the policyholder carries out any recommendations The Company makes to prevent further damage and the Damage is made good without delay.

Unoccupied premises

Full cover will be maintained upon premises when left Unoccupied provided the lessee takes all reasonable Precautions for the safety of the property.

This is only a summary of the cover. Full details are set out In the Policy a copy of which is available from Kingsborough Insurance Services Limited. On request. In the event of a claim, notification must be given within 30 days Of the claim incident, (7 days if caused by Riot or Malicious Damage to:-

Kingsborough Insurance Services Limited
Queensway House
11 Queensway
New Milton
Hampshire BH25 5NR
Telephone: 01425 632341



Peverel  M

RESIDENTIAL
INSURANCE
POLICY

*Underwritten
by*



NORWICH
UNION

ABOUT YOUR POLICY - a guide to policy content	Page 1
Please check carefully and contact your insurance advisor if incorrect	
COMPLAINTS PROCEDURE	Page 2
Suggests ways to resolve any complaints	
POLICY COVER	Page 3
A summary of policy cover	
DEFINITIONS AND INTERPRETATIONS	Page 4
Words and phrases commonly used with their respective meanings	
SECTION 1 ASSETS	
Exclusions that apply to the whole section	Page 11
The various sub-sections provide full cover detail including :	Page 16
<ul style="list-style-type: none"> - any special definitions or exclusions - how we settle claims - cover extensions and conditions 	
SECTION 2 LIABILITIES	
Exclusions that apply to the whole section	Page 27
The various sub-sections provide full cover detail including :	Page 28
<ul style="list-style-type: none"> - any special exclusions - how we settle claims - cover extensions and conditions 	
GENERAL POLICY CONDITIONS (please read carefully)	
Fundamental Conditions - these are fundamental to the operation of the policy and if breached cover may not be provided	Page 34
Your Obligations - any breach of these conditions can lead to policy termination	Page 34
Claims Conditions - explains the actions required by you in the event of any incident which might give rise to a claim	Page 34
Administrative Conditions - general conditions relating to the operation of the policy	Page 35
GENERAL POLICY EXCLUSIONS	Page 36
Exclusions relating to the whole policy	

POLICY ARRANGED BY

Bland Bankart (Central) Ltd

POLICY UNDERWRITTEN BY

London and Edinburgh Insurance Company Limited
a Norwich Union Group Company

Norwich Union Limited
Registered in England No 99122
Registered Office: Surrey Street Norwich NR1 3NG

Member of the Association of British Insurers
Member of the Insurance Ombudsman Bureau

COMPLAINTS PROCEDURE

Our aim is at all times to provide a first class standard of service. However, there may be occasions when you feel that this objective has not been achieved. Should you have any query or complaint regarding this insurance, please contact either your usual insurance advisor or your nearest Norwich Union Office. Please always quote your policy number.

If after taking this action you are still dissatisfied, please write to the Manager of the nearest Norwich Union Office. If he/she has already been involved and you remain dissatisfied, please write to the Chief Executive, Norwich Union Insurance Group, Surrey Street, Norwich, NR1 3NS.

Should you then remain dissatisfied, you may;

- (a) if a private policyholder, approach the Insurance Ombudsman Bureau, City Gate 1, 135 Park Street, London, SE1 9EA.
- (b) approach the Association of British Insurers, 51 Gresham Street, London, EC2V 7HQ.
- (c) if your complaint concerns an insurance broker, registered under the Insurance Brokers (Registration) Act, approach the Insurance Brokers Registration Council, 63 St Mary's Axe, London, EC3A 8NB.

LAW APPLICABLE TO CONTRACT

You and the insurer are free to choose the law applicable to this contract; but in the absence of agreement to the contrary, the law of the country in which you reside at the date of the contract (or, in the case of a business, the law of the country in which the registered office or principle place of business is situated) will apply.

If you are not resident (or, in the case of a business, the registered or principle place of business is not situated) in England or Wales, Scotland; Northern Ireland, Channel Islands or the Isle of Man, the law which will apply is the law of England and Wales.

POLICY COVER

We agree to provide cover to You in accordance with the provisions of this policy during any Period of Insurance for which You have paid or agreed to pay and We have accepted the premium in respect of

SECTION 1 : ASSETS

1A : Material Damage

any of the property insured described in the Specification suffering Damage

when We will pay for the value of the property at the time of the Damage or at Our option reinstate or replace such property or any part of it

1B : Gross Rentals & Alternative Accommodation

any Building or other property used by You at the Residence for the purpose of the Business suffering Damage

when We will pay for the amount of the reduction in Gross Rentals and costs of Alternative Accommodation

SECTION 2 : LIABILITIES

2A: Employers' Liability

Bodily Injury to any of Your Employees arising out of and in the course of their employment or engagement by You

2B: Property Owners Liability

accidental Bodily Injury to any person and/or accidental loss of or damage to Property

when We will pay for

(a) all sums which You become legally liable to pay as damages and which arise in connection with the Business

(b) Costs

provided that

under each of Sections 2A and 2B the most We will pay in respect of all claims arising out of one original cause is the respective limit of indemnity stated in the Specification irrespective of the number of claims or claimants

DEFINITIONS AND INTERPRETATIONS

Your policy is made up of various sections and documents. These should all be read together as part of the same contract

Definitions are set out below and any word or phrase which has a definition is printed throughout the policy in **bold type**

Various specific definitions are set out in individual sections which relate only to those sections

Where a more general meaning applies this will be apparent from the way it is used in the policy

Alternative Accommodation

The costs incurred by You in providing alternative accommodation for Your tenants and their domestic pets at the **Residence** or **Flat** to a standard equal to but not better than the standard of accommodation provided by You immediately prior to the **Damage**

Bodily Injury

Death injury illness or disease

Building(s)

The Buildings at the **Residence** including

- (a) landlord's fixtures and fittings as designated in Your books and included in the sum insured
- (b) outbuildings yards forecourts hardcourts patios landscaping pools and car-parks
- (c) roads pavements bridges street and site furniture statues external trees and plants but only to the extent of Your responsibility
- (d) walls gates fences canopies and fixed signs
- (e) foundations
- (f) culverts piping ducting cables wires and associated equipment on the **Residence** and extending to the public mains but only to the extent of Your responsibility
- (g) lifts boilers and central heating plant except as excluded
- (h) decorations and fitted carpets in the common-parts
- (i) solar heating panels

Business

The description of **Your** occupation used for the purpose of this insurance as shown in the **Specification**

Additionally in respect of Section 2 of this policy

- (a) the ownership and maintenance of a **Residence**
- (b) the provision and management of canteen social sports and welfare organisations for **Employees**
- (c) the provision and management of first aid fire and ambulance services
- (d) private work carried out with **Your** consent for any of **Your** directors partners or senior officials by an **Employee**

Computer System

Any computer data processing equipment media or part thereof or system of data storage and retrieval or communications system network protocol or part thereof or storage device microchip integrated circuit real time clock system or similar device or any computer software (including but not limited to application software operating systems runtime environments or compilers) firmware or microcode whether or not **Your** property

Contents Of Common Parts

All property at a block of flats or building converted into flats and as detailed in the **Specification** except landlord's fixtures and fittings which belongs to **You** or for which **You** are responsible at the **Residence** but including

- (a) alterations improvements repairs and decorations
- (b) the contents of water oil gas and fuel tanks and ancillary equipment and pipework
- (c) documents manuscripts and business books but only for the value of the materials as stationery together with the cost of clerical labour expended in writing up and not for the value to **You** of the information contained therein
- (d) computer systems records but only for the value of the materials together with the cost of clerical labour and computer time expended in reproducing such records (excluding any expense in connection with the production of information to be recorded therein) and not for the value to **You** of the information contained therein
- (e) aquaria
- (f) property in show suites but only while such show suites are used for display or sale purposes

Costs

- (a) Claimants costs and expenses arising in respect of any claim against You which may be the subject of indemnity under Section 2 of this policy
- (b) All costs and expenses incurred by Us or with Our written consent in respect of any claim against You which may be the subject of indemnity under Section 2 of this policy
- (c) Court Attendance Costs
- (d) Legal Representation Fees
- (e) Prosecution Defence Costs

Court Attendance Costs

All costs and expenses incurred by any of Your directors partners or Employees up to a maximum of £250 per day for each day on which attendance by any such person at a court or similar forum is requested by Us in connection with a claim for which You are entitled to indemnity under Section 2 of this policy

Damage

Accidental loss or destruction of or damage to the property insured

Deductible

The amount shown in the Specification being the first part of any claim which You must pay and which is applied to each separate Residence and is deducted after the application of all other provisions of the policy including any condition of average (underinsurance)

Defined Peril

Fire lightning explosion aircraft or other aerial devices dropped from aircraft riot civil commotion strikers locked-out workers persons taking part in labour disturbances malicious persons other than thieves earthquake storm flood escape of water impact by any road vehicle or animal and subsidence ground heave or landslip

Employee(s)

Any employee of Yours or any other person acting in the capacity of an employee while engaged in working for You in connection with the Business

Endorsement

Any variation or addition to the terms of the policy

Flat

A self contained private dwelling within a block of flats or building converted into flats (each block directly linked with common service areas)

Goods

Goods or products (including containers labelling instructions or advice provided in connection therewith) which are sold supplied erected repaired altered or installed by You

Gross Rentals

The amount of the actual annual Rent at the commencement of the Period of Insurance or the annual Rent following any rent review during the Period of Insurance (proportionately adjusted where the Indemnity Period exceeds 12 months)

Indemnity Period

Indemnity Period means

- (a) for a tenanted Residence or Flat

the period beginning with the occurrence of the Damage but ending not later than the last day of the Maximum Indemnity Period shown in the Specification

- (b) for an untenanted Residence or Flat

the period beginning with the date upon which but for the Damage Gross Rentals would have begun to be payable to You and ending not later than the last day of the Maximum Indemnity Period shown in the Specification

Legal Representation Fees

Legal fees incurred with Our written consent for Your representation in any proceedings in a court or similar forum arising out of any death or alleged breach of statutory duty the circumstances of which may be the subject of indemnity under Section 2 of this policy

Offshore

From the time of embarkation by an Employee on to a conveyance at the point of final departure to an offshore rig or offshore platform until disembarkation by that Employee from a conveyance onto land upon return from an offshore rig or offshore platform

Period of Insurance

The Period of Insurance shown in the Specification which is the effective period of this policy

Pollution

- (a) Pollution or contamination of any sort and however caused and
(b) All loss damage injury or disease directly or indirectly caused by such pollution or contamination

Property

In respect of Section 2 only of this policy Property means property which is both material and tangible

Prosecution Defence Costs

All costs and expenses incurred either

- (a) with Our written consent or
- (b) awarded against either You or any of Your directors or Employees

in connection with a prosecution (including an appeal against conviction resulting from a prosecution) as a result of an alleged offence under any legislation in the **United Kingdom** giving rise to duties in relation to the **Business**

provided that

- (i) the circumstances of the alleged offence may be the subject of indemnity under Section 2 of this policy
- (ii) the prosecution does not result from a deliberate decision act or omission of management

Reinstatement

Reinstatement means

- (a) the rebuilding or replacement of property lost or destroyed which provided Our liability is not increased may be carried out
 - (i) in any manner suitable to Your requirements
 - (ii) upon another site
- (b) the repair or restoration of property damaged

in either case to a condition equivalent to or substantially the same as but not better or more extensive than its condition when new

Rent

The money paid or payable to You (excluding any money paid or payable to the owner or lessee of an individual flat) for accommodation provided and related services rendered at the **Residence**. If the **Residence** or **Flat(s)** are untenanted the **Rent** will be deemed to be the money estimated to be paid or payable once the **Residence** or **Flat(s)** are let as evidenced by the leases or negotiation or in the absence of such evidence based on money paid or payable in respect of similar property in the same locality as the **Residence**. Such estimation shall be determined by a competent professional valuer acceptable to both You and Us

Residence

A block of flats including portions occupied or intended to be occupied for commercial purposes or a building converted into flats or maisonettes or private dwelling houses and as detailed in the **Specification**

Specification

The most current Specification issued to You which includes the Period of Insurance and details of the cover provided by this policy

The Specification is part of the policy and must be read in conjunction with it

Specified Peril

Specified Peril means

- fire spontaneous fermentation or heating
- lightning
- explosion
- aircraft or other devices or articles dropped therefrom
- riot civil commotion strikers locked out workers persons taking part in labour disturbances or malicious persons
- theft
- earthquake
- subterranean fire
- storm
- flood
- escape of water from any tank apparatus or pipe
- impact from any vehicle or animal

Terrorism

Any act of any person acting on behalf of or in connection with any organisation with activities directed towards the overthrowing or influencing of any government (whether legally appointed or acting as such) by force or violence

In any action suit or other proceedings where We allege that by reason of this definition any Damage or Rent is not covered by this policy (or is covered only up to a specified limit of liability) the burden of proving that such Damage or Rent is covered (or is covered beyond that limit of liability) shall be upon You

United Kingdom

England Scotland Wales Northern Ireland Isle of Man and the Channel Islands

We/Us/Our

London and Edinburgh Insurance Company Limited a Norwich Union Group Company

Year 2000 Compliant / Compliance

Neither performance nor functionality of the **Computer System** affected by dates prior to during or after the year 2000. In particular

- Rule 1 - No value for current date will cause any interruption in operation for the **Computer System**
- Rule 2 - Date based functionality and performance of the **Computer System** must behave consistently for dates prior to during and after the year 2000
- Rule 3 - In all interfaces and data storage of the **Computer System** the century in any date must be specified either explicitly or by unambiguous algorithms or inferencing rules
- Rule 4 - The year 2000 must be recognised as a leap year by the **Computer System**

You/Your/Yours

The first party and any associated or subsidiary company named in the **Specification** as the Insured

Additionally in respect of Section 2 of this policy

- (a) operating in or from premises in the **United Kingdom**
- (b) at Your request
 - (i) any of Your directors or **Employees** while acting on behalf of or in the course of their employment or engagement in respect of liability for which You would have been entitled to indemnity if the claim against any such person had been made against You
 - (ii) any officer member or **Employee** of Your social sports or welfare organisation or first aid or ambulance service in their respective capacity as such
 - (iii) any of Your directors partners or senior officials in respect of private work carried out by an **Employee** for any such person with Your consent

Provided that if indemnity is extended to any party described above that party shall be subject to the terms of the section so far as they can apply and in any event Our liability shall not exceed the limit of indemnity

- (c) in the event of Your death Your personal representatives in respect of liability incurred by You
- (d) In the event of the Flats at the **Residence** managed by You being individually owned or leased and insured in one amount on behalf of the individual owners or lessees We will treat as though he were You any person who is the owner or lessee of a Flat forming part of the **Residence** in his or her capacity as owner or lessee provided that
 - (i) such person is not entitled to indemnity under any other policy
 - (ii) such person shall as though he were You observe fulfil and be subject to the policy terms and conditions
 - (iii) claims are excluded in respect of injury or damage arising out of or incidental to such person's profession or business

SECTION 1 : ASSETS

EXCLUSIONS

This section does not cover

1. the amount of any Deductible
 2. property more specifically insured elsewhere
 3. **Damage or loss of Gross Rentals and costs of Alternative Accommodation** caused by
 - (a) (i) faulty or defective materials or workmanship inherent vice latent defect gradual deterioration change in water table level wear and tear or frost
 - (ii) explosion as a result of the bursting
 - (a) in respect of Section 1A of a boiler (not used for domestic purposes only) other vessel machine or apparatus
 - (b) in respect of Section 1B of any vessel machine or apparatus (not being a boiler or economiser) in the **Residence**in which internal pressure is due to steam only and belonging to or under **Your** control
 - (iii) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speedsbut this shall not exclude subsequent **Damage or loss of Gross Rentals and costs of Alternative Accommodation** which itself results from a cause not otherwise excluded
 - (b) (i) collapse or cracking of **Buildings**
 - (ii) corrosion rust change in temperature dampness dryness wet or dry rot shrinkage evaporation loss of weight contamination change in colour flavour texture or finish vermin insects marring or scratching
- but this shall not exclude such
- Damage or loss of Gross Rentals and costs of Alternative Accommodation**
- if resulting from a cause which is not otherwise excluded
- (c) (i) theft or any attempt thereof of movable property in the open grounds and gardens adjoining and used in conjunction with the **Residence**
- (ii) acts of fraud or dishonesty by any **Employee**
- (iii) theft or any attempt thereof malicious damage or vandalism by **Your tenants or Employees**
- (iv) acts of deception unless deception is only used to gain entry to the **Residence or Flat**
- (v) disappearance unexplained or inventory shortage misfiling or misplacing of information

- (vi) cracking fracturing collapse or overheating of boilers economisers vessels tubes or pipes nipple leakage and or the failure of welds of boilers
- (vii) mechanical or electrical breakdown and/or derangement of machinery or equipment
- (viii) in respect of Section 1B only loss of **Gross Rentals** or costs of **Alternative Accommodation** resulting from **Damage** caused by the deliberate act of a supply authority in withholding the supply of water gas electricity fuel or telecommunication services

but this shall not exclude

- (a) such **Damage** or loss of **Gross Rentals** or costs of **Alternative Accommodation** if resulting from an ensuing cause) which
- (b) subsequent **Damage** or loss of **Gross Rentals** or costs of **Alternative Accommodation** if resulting from an ensuing cause) is not
- (c)) otherwise
- (d)) excluded
- (d) (i) subsidence or ground heave of any part of the site on which the property stands or landslip
 - (a) to yards forecourts car parks roads pavements walls gates and fences unless also affecting the structure of other parts of the **Buildings** insured by this section
 - (b) resulting from the settlement or movement of made-up ground or by coastal or river erosion
 - (c) occurring while the property insured or any part thereof is in course of erection or undergoing demolition structural alteration or structural repair
 - (d) which originated prior to the inception of this cover
- (ii) normal settlement or bedding down of structures within ten years of construction
- (e) wind rain hail sleet snow flood or dust to movable property in the open
- (f) theft of garden tools mowers trailers and the like unless contained in a securely locked outbuilding of substantial construction except for an amount not exceeding £1,000 any one loss

4. **Damage to**

- (a) property as a result of its undergoing any process
- (b) property in transit

or any resulting loss of **Gross Rentals** or costs of **Alternative Accommodation**

5. in respect of Section 1B only losses resulting from erasure or distortion of information on computer systems or other records

- (a) due to a deliberate act of misuse or contamination of any computer system including programs and data executed through accessing the system except for an amount not exceeding £100,000 in any one **Period of Insurance**
- (b) due to the presence of a magnetic flux

6. unless such items are specifically mentioned as insured Damage to
- (a) vehicles licensed for road use caravans or trailers (including accessories thereon) railway locomotives and/or rolling stock watercraft or aircraft
 - (b) property or structures in course of construction or erection and materials or supplies in connection with all such property in course of construction or erection other than work at Your Residence with a contract value of less than £250,000
 - (c) land and excavations piers jetties
 - (d) livestock fishstock growing crops or trees other than by fire lightning aircraft or explosion
 - (e) clocks curiosities or works of art other than the first £1,000 in respect of any one item and a total of £5,000 in respect of any one loss of such items
- or any resulting loss of Gross Rentals or costs of Alternative Accommodation
7. Damage or loss of Gross Rentals or costs of Alternative Accommodation caused by freezing or escape of water from any sprinkler installation in respect of any Residence or Flat which
- (i) is insufficiently furnished for normal habitation or use
 - (ii) has not been lived in for 60 consecutive days
 - (iii) is not heated to a temperature of at least 40°F at all times including the loft space containing water tanks pipes or apparatus
8. Damage or loss of Gross Rentals or costs of Alternative Accommodation directly or indirectly resulting from war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power nationalisation confiscation requisition seizure or destruction by the government or any public authority
9. Damage or loss of Gross Rentals or costs of Alternative Accommodation directly or indirectly resulting from
- (a) ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component thereof

10. (a) in respect of Section 1A only Damage caused by Pollution but this shall not exclude Damage to the property insured not otherwise excluded caused by
 - (i) Pollution which results from a Defined Peril
 - (ii) a Defined Peril which results from Pollution
- (b) in respect of Section 1B only loss resulting from Pollution but this shall not exclude loss resulting from Damage to property used by You at the Residence for the purpose of the Business not otherwise excluded caused by
 - (i) Pollution at the Residence which results from a Defined Peril
 - (ii) a Defined Peril which results from Pollution
11. Damage or loss of Gross Rentals or costs of Alternative Accommodation in Northern Ireland occasioned by or happening through or in consequence directly or indirectly of
 - (a) civil commotion
 - (b) Terrorism
12. Damage or loss of Gross Rentals or costs of Alternative Accommodation in England Wales or Scotland (but not the adjacent territorial seas as defined by the Territorial Sea Act 1987) by fire or explosion occasioned by or happening through or in consequence directly or indirectly Terrorism except to the extent provided in the SPECIAL PROVISION - TERRORISM

SPECIAL PROVISION - TERRORISM

This provision provides limited cover for **Terrorism**. The limit differs for primarily commercial properties and private residential property

Subject to the other provisions of this policy cover extends to include **Damage** and loss of **Gross Rentals** and costs of **Alternative Accommodation** in England Wales or Scotland (but not adjacent territorial seas as defined by the Territorial Sea Act 1987) by fire or explosion resulting from **Terrorism**

Our liability in respect of such **Damage** loss of **Gross Rentals** and costs of **Alternative Accommodation** shall not exceed

(a) £100,000 in respect of each of the following (if insured or any limit or sum insured stated in respect of that loss whichever is the lower) per Loss Occurrence

(i) **Buildings**

(1) solely occupied as commercial properties

(2) or portions of **Buildings** occupied as blocks of flats provided such portions of **Buildings** form less than 80 per cent of such **Buildings**

(ii) **Contents of Common Parts of (a)(i) and other Property**

(iii) loss of **Gross Rentals** and costs of **Alternative Accommodation**

(b) £2,500,000 in respect of each of the following (if insured or any limit or sum insured stated in respect of that loss whichever is the lower) per Loss Occurrence

(i) **Buildings**

(1) solely occupied as private dwellings

(2) or portions of **Buildings** occupied as blocks of flats provided such portions of **Buildings** form at least 80 per cent of such **Buildings**

(ii) **Contents of Common Parts of (b)(i) above and other Property**

(iii) loss of **Gross Rentals** and costs of **Alternative Accommodation** in respect of (b)(i) above

SPECIAL CONDITIONS - TERRORISM

(1) no reinstatement

Any provision in the policy which provides for any sum insured or limit of liability to be automatically reinstated following a loss shall not apply to losses covered under this **SPECIAL PROVISION**

(2) Loss Occurrence

Loss Occurrence means all individual losses arising in respect of a continuous period of twelve hours of which the proximate cause is the same act of **Terrorism**

SECTION 1A : MATERIAL DAMAGE

SETTLEMENT OF CLAIMS

Buildings and Contents of Common Parts

We will pay for the Reinstatement of the property destroyed or damaged in accordance with the following Basis of Settlement

Reinstatement with Index Linking

The sum insured on property shown in **Your Specification** will be adjusted monthly in line with the House Rebuilding Costs Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index

No charge will be made for this during the first 12 months **Your** policy is in force but at each anniversary of the policy the premium will be calculated on the adjusted sums insured

Index linking will continue from the date of any **Damage** to the settlement of a resulting claim provided **You** have not unreasonably delayed the notification or settlement of the claim

SPECIAL CONDITIONS

- (1) If **Your** sum insured is less than the full **Reinstatement** cost and **You** have not taken reasonable steps to maintain the sum insured at that level **We** will only pay the same proportion of the cost of **Damage** as **Your** sum insured bears to the full **Reinstatement** cost

EXTENSIONS

1. Additional Interests

The interest of the freeholder lessor owner or lessee of individual flats the mortgagees or mortgagors of any of them and any management company for which You have instructions to insure is noted in this policy and it is accepted that other third parties may be interested in the insurance by this policy and in the event of **Damage** such third parties and the nature of their interest in the **Buildings** suffering **Damage** are to be declared to Us

2) Automatic Cover

The policy automatically extends to include newly acquired or erected **Buildings** for a sum up to £10,000,000 provided that You shall notify Us in writing as soon as practicable and in any event not later than 30 days thereafter of such new **Buildings** and pay any additional premium to Us as may be reasonably required

3. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that You pay if required by Us an appropriate additional premium from the date of the **Damage** giving rise to the claim

4. Capital Additions

Cover by this section extends to include alterations additions and improvements to existing **Buildings** or **Contents of Common Parts** but not in respect of any appreciation in value during the current **Period of Insurance** at any of the **Residence**

provided that

- (i) at any one **Residence** this cover shall not exceed 10% of the total sum insured on such property or £1,000,000 whichever is the less
- (ii) You undertake to give particulars of such extension of cover as soon as practicable and at least every three months and to effect specific insurance retrospective to the date of the commencement of Our liability
- (iii) the provisions of this extension shall be fully maintained notwithstanding any specific insurance effected under (ii) above

5. Clearing of Drains and Sewers

In the event of blockage of the drains sewers or common service pipes to your **Residence** We will pay for the necessary clearing of such blockage provided that the most We will pay under this extension is £2,500 and the cost for the clearing of such blockage is not otherwise recoverable

6. Consultants Fees

The sums insured on **Buildings** and **Contents of Common Parts** include amounts for professional fees necessarily and reasonably incurred in the **Reinstatement** of **Damage** insured hereby (but not such fees for the preparation of any claim). The most We will pay for the **Damage** (including such fees) is the sum insured by the relative item

7. Contents of Common Parts Extension

The Contents of Common Parts definition is extended to include

Money in the custody or control of Your resident house manager or his authorised deputy provided that the most We will pay under this extension is £100 in respect of any one claim

and

Warden call alarm pendants whilst anywhere in the world provided that the most We will pay under this extension is £200 in respect of any one claim

8. Contracting Purchasers

In the event that You have contracted to sell the interest in the Buildings the contracting purchaser who completes the purchase shall have the benefit of the insurance by this section up to the date of completion if and insofar as the Buildings are not otherwise insured and without prejudice to Our rights and liabilities

9. Debris Removal

Unless specifically insured by this section items relating to Buildings and Contents of Common Parts extend to include reasonable costs and expenses necessarily incurred by You with Our consent in

- (a) removing debris from
- (b) clearance or repair of drains sewers or gutters of
- (c) dismantling and/or demolishing
- (d) shoring up or propping
- (e) removing tenant's debris where such costs are not recoverable from the tenant subject to a limit of £25,000 any one loss from

the portion or portions of the property insured which has been destroyed or damaged by any cause not excluded by this policy but excluding any costs or expenses

- (i) incurred in removing debris except from the site of property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from Pollution

The most We will pay under this clause and this section in respect of any item shall in no case exceed its sum insured

10. Designation

For the purpose of determining where necessary the Definition under which any property is insured We agree to accept the designation under which such property has been entered in Your books

11. Emergency Services

In the event of Damage to the Buildings or adjacent premises or property We will pay for the remedial costs incurred following Damage to any of Your landscaped areas caused by any emergency services

12. Exceptional Measures

We will pay the costs You incur with Our prior consent in taking reasonable but exceptional measures to avoid or mitigate a loss which would have been insured by this Section provided that the most We will pay under this extension is £25,000 any one claim and excluding any claim which could have been reasonably foreseen

13. Extinguishment and alarm resetting expenses

We will pay the reasonable costs incurred by You in refilling fire extinguishing appliances and resetting fire or intruder alarms solely in consequence of their activation following Damage

14. Fire Brigade Attendance Fees

We will pay the attendance fees of the fire brigade for which You are legally liable where such fee is demanded as a result of the fire brigade being called to the Residence in connection with a lift malfunction therein provided that the most We will pay under this extension is £250 any one claim and £5,000 in any one Period of Insurance

15. Freeholders Lessors and Mortgagees

The interest of the Freeholder Lessor or Mortgagee in this insurance shall not be prejudiced by any act or neglect of the Leaseholder Lessee Mortgagor or occupier of any Building insured whereby the risk of Damage is increased without the knowledge of the Freeholder Lessor or Mortgagee provided the Freeholder Lessor or Mortgagee shall immediately on becoming aware thereof give notice to Us in writing and on demand pay such reasonable additional premium as We may require

16. Lock Replacement

We will pay the costs incurred as a result of necessary replacement of locks following the accidental loss of keys combinations or access cards in connection with any safe strongroom external door or intruder alarm at the Residence provided

- (i) there is reasonable evidence that such items may have been copied by an unauthorised person
- (ii) No cover applies for safe or strongroom keys left in the Residence overnight
- (ii) The most We will pay in respect of a claim under this extension is £5,000

17 Metered Fuel

We will pay the direct additional costs resulting from

- (a) accidental escape of metered water from tanks apparatus and pipes
- (b) unauthorised use of gas or electricity

provided that

- (i) such loss is not otherwise recoverable
- (ii) the most We will pay in respect of a claim under this extension is £25,000 but only to the extent that such loss is determined by measurement from water gas or electricity meters for which You are responsible

18. Omission to Insure

In the event that You inadvertently omit to notify Us of any newly acquired or erected Buildings or Gross Rentals We will automatically hold such property covered provided that

- (a) such cover will commence from the inception of Your interest in the Buildings or Gross Rentals or the date the previous insurance lapsed whichever is the later
- (b) such cover will be for the contingencies insured as stated in the Specification and in respect of Gross Rentals the Maximum Indemnity Period shall not exceed 36 months
- (c) the limit of Our liability in respect of the Buildings and its Gross Rentals shall not in the aggregate exceed the £10,000,000 in respect of any one Residence

When such omission is discovered You shall immediately advise Us and shall pay such additional premium as We may reasonably require

19. Property At Other Premises

The insurance by this section relating to Contents of Common Parts extends to include such property whilst in or at the premises of another for temporary purposes including whilst in transit by road rail or inland waterway and temporary housing en route to and from such premises all in the United Kingdom or Ireland provided that the most We will pay in respect of documents is £10,000

20. Public Authorities (including undamaged property)

We will pay such additional cost of Reinstatement incurred solely by reason of the necessity to comply with Building or other Regulations under or framed in pursuance of any European Community legislation or government or local authority requirements in respect of

- (a) the property insured which suffers Damage
- (b) undamaged portions thereof
 - excluding
- (i) the cost incurred in complying with any of the aforesaid legislation or requirements
 - (a) in respect of Damage occurring prior to the granting of this extension
 - (b) in respect of Damage not insured by this policy
 - (c) under which notice has been served upon You prior to the happening of the Damage
 - (d) in respect of undamaged property other than undamaged portions of property damaged by any contingency hereby insured against
- (ii) the additional cost that would have been required to make good the property suffering Damage to a condition equal to its condition when new had the necessity to comply with any of the aforesaid legislation or requirements not arisen
- (iii) the amount of any charges or assessment arising out of the capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid legislation or requirements

provided that

- (1) The work of Reinstatement must be commenced and carried out without unreasonable delay and in any case must be completed within twelve months after the Damage or within such further time as We may allow (during the said twelve months) and may be carried out upon another site (if the aforesaid Regulations or Bye-Laws so necessitate) subject to Our liability under this extension not being thereby increased
- (2) If Our liability under this policy apart from this extension shall be reduced by the application of any of the provisions of this policy then Our liability under this extension shall be reduced in like proportion
- (3) The total amount recoverable under this policy shall not exceed
 - (i) in respect of undamaged portions of property other than foundations 25% of the total amount for which We would have been liable had the property been wholly destroyed
 - (ii) the sum insured on the property suffering Damage
- (4) All provisions of this policy except in so far as they are varied hereby shall apply as if they had been incorporated herein

21. Removal of Nests

We will pay the reasonable costs incurred in removing bats wasps or bees nests from the Residence provided that the most We will pay under this extension is £250 in respect of any one claim

22. Repair of Pipes and Cables

In the event of accidental damage to piping ducting cables wires and associated equipment on the Residence and extending to the public main which is otherwise excluded under Section 1 provided such damage is not caused by rust corrosion wear and tear gradual deterioration change in water table level contamination change of colour flavour texture or finish marring or scratching mechanical or electrical breakdown and/or derangement of machinery or equipment and You are legally liable to pay the cost of repairs We will pay such repair costs subject to a limit of £5,000 any one loss

23. Squatter Eviction Expenses

We will pay an amount not greater than £15,000 in respect of legal expenses incurred by You in the course of evicting squatters from any of the Residence or parts thereof subject to such expenses being incurred with Our prior written consent and in a manner advised by Us

24. Subrogation Waiver

In the event of a claim arising under this section We agree to waive any rights remedies or relief to which We might become entitled by subrogation against

- (a) any company standing in the relation of holding subsidiary or fellow subsidiary to You in each case as defined by current legislation
- (b) Your tenants except where a claim results from criminal fraudulent or malicious acts

25. Trace and Access

In the event of Damage resulting from escape of water We will pay the reasonable costs incurred in locating the source of the Damage and making good

26. Tree Felling or Lopping

We will pay the reasonable costs incurred in felling or lopping trees for which You are responsible at the Residence which are an immediate threat to the safety of life or Property provided that the most We will pay under this extension is £500 in respect of any one claim and £2,500 in any one Period of Insurance

27. Workmen

Workmen are allowed to work in the Buildings for the purpose of effecting any repairs and/or minor additions and alterations and/or decorations without prejudice to this insurance provided that You continue to take all reasonable care for the safety and protection of property insured and that no change or alteration shall be made to any alarm system or other protective device without Our consent

CONDITIONS

1. Average (underinsurance)

If at the time of the happening of any **Damage** to the **contents of common parts** the sum insured by that item is less than the total value of the property to which it applies You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the **Damage** accordingly

2. Security Requirements

- (a) Any security required by Us must be fitted in accordance with its requirement and together with all other devices for the protection of the property insured must be kept in good order and put into full effective operation when the **Residence** or **Flat** are unattended
- (b) All keys including duplicate keys relative to the security of the **Residence** must be removed from the secured **Residence** whenever they are left unattended

Breach of this condition shall only invalidate claims in respect of theft or attempted theft of property whilst contained in the **Residence** at which the breach of condition has occurred

SECTION 1B : GROSS RENTALS AND ALTERNATIVE ACCOMMODATION

SETTLEMENT OF CLAIMS

In the event of Damage to the Residence or adjacent property or land and

- (i) the Residence or Flat being made uninhabitable
- (ii) You or Your tenants being prevented from using or accessing the Residence or Flat as a result of such Damage during the period
 - necessary to restore the Residence or Flat to a habitable condition
 - which You or Your tenants are unable to gain access

We will pay for

(a) Reduction in Gross Rentals

the amount of the reduction in the Rent received or receivable by You during the Indemnity Period solely as a consequence of the Damage

LESS any sum saved during the Indemnity Period in respect of the charges and expenses of the Business as may cease or be reduced in consequence of the Damage

PLUS the costs necessarily and reasonably incurred during the Indemnity Period in reletting the Residence or Flat (including legal fees in connection with the reletting but excluding any legal fees or other charges associated with reletting which are payable by the new tenant) solely in consequence of the Damage

provided that the Maximum Indemnity Period shall not exceed 36 months

(b) Costs of Alternative Accommodation

provided that the most We will pay in respect of Alternative Accommodation is 35% of the sum insured on the Buildings of the Residence as detailed in the Specification

(c) Increased Landlord's Costs

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in Gross Rentals or the costs of Alternative Accommodation which but for that expenditure would have taken place during the Indemnity Period in consequence of the Damage but not exceeding the reduction in Gross Rentals or the costs of Alternative Accommodation avoided by such expenditure

CONDITIONS

1. Average (underinsurance)

If at the time of the happening of any Damage to the property insured the sum insured for Gross Rentals is less than the total value of the Rent to which it applies You shall be considered as being Your own insurer for the difference and shall bear a rateable share of the Gross Rentals accordingly

EXTENSIONS

1. Accountants

We will pay for the reasonable charges payable by You to professional accountants for producing details or evidence as may be required by Us

2. Automatic Reinstatement

The sum insured will not be reduced by the amount of any claim payable under this section provided that You pay if required by Us appropriate additional premium from the date of the Damage giving rise to the claim

3. Contagious Diseases

We will pay for the costs of Alternative Accommodation resulting from

- (a) an outbreak of contagious or infectious disease murder or suicide at or in the vicinity of the Residence notifiable to the Local Authority
- (b) the discovery of pests or vermin at the Residence
- (c) the closure of the whole or part of the Residence by order of a competent authority in consequence of defects in the drains or other sanitary arrangements at the Residence
- (d) the use of the Residence being restricted on the order of the local regulatory body due to an outbreak of legionellosis at the Residence

provided that

- (i) You take all reasonable steps to prevent the occurrence of disease infection pests or vermin and to maintain all drains sanitary arrangements and air conditioning in efficient condition
- (ii) the Indemnity Period shall begin upon the discovery of the incident

4. Managing Agent's Premises

We will pay for Rent receivable by You which has not been paid to You due to interruption of or interference with the business of any managing agent engaged by You to collect Rent for the Residence or Flat in consequence of Damage to the premises used for the business of the managing agent

provided that

- (a) the most We will pay under this additional cover is 20% of the sum insured for Gross Rentals
- (b) Your managing agent's premises is within the United Kingdom
- (c) such loss of Rent is not covered by any other insurance
- (d) You take all reasonable steps to recover Rent which is receivable by You
- (e) You repay to Us all sums paid under this additional cover which You later recover
- (f) We will not be liable for any sum falling due for payment after the last day of the Maximum Indemnity Period stated in the Specification
- (g) We will not be liable for Rent which has remained outstanding for more than 120 days after its due date

5. NHBC Remedial Works

We will pay for the the costs of **Alternative Accommodation** whilst the **Residence** or **Flat** is uninhabitable as a result of works of a remedial nature being carried out within the **Residence** under a NHBC guarantee provided that the most We will pay under this extension is £25,000 in respect of any one **Residence** during any one **Period of Insurance** and £100,000 in total in any one **Period of Insurance**

6. Payment on Account

Payments on account of valid claims under Section 13 **Gross Rentals** may be made at Our discretion upon **Your** request

7. Prevention of Access Extension

We will pay for the reduction in **Gross Rentals** which is not recoverable under a lease or similar agreement or **Alternative Accommodation** should access to the **Residence** be prevented or hindered for more than 24 hours as a consequence of any property or right of way in the immediate vicinity of the **Residence** being closed or sealed off by the police authorities due to the threat of bodily injury or damage to property or as a consequence of the unlawful occupation of the **Residence** or part thereof (providing all steps are taken at law to remove such unlawful occupiers) subject to a **Maximum Indemnity Period** of 3 Months

8. Residences Awaiting Sale

In the event that **You** have contracted to sell **Your** interest in the **Buildings** and **Damage** occurs for which a valid claim is accepted by **Us** under Section 1 of this policy and the sale is cancelled or delayed solely due to the occurrence of such **Damage** We will pay

- (a) the reduction in **Rent** receivable by **You** during the period before the date on which completion of the sale of **Your Buildings** would have taken place but for the occurrence of **Damage**
- (b) the interest incurred on capital borrowed solely to offset the use of the sale proceeds for the purpose of financing the **Business**
- (c) the investment interest lost to **You** on any balance of the sale proceeds after the deduction of any capital borrowed as provided under (b)

less any amount receivable in respect of **Rent**

- (d) necessary additional expenditure **You** reasonably incur due to the occurrence of **Damage** solely to avoid or minimise the loss for which **You** can be indemnified under (a) but not exceeding the amount of such loss avoided by such additional expenditure

provided that

- (1) a valid claim has been accepted by **Us** under Section 1 of this policy
- (2) the most We will pay in respect of this additional cover is 20% of the sum insured in the **Specification**

SECTION 2 : LIABILITIES

This section covers Your liability to others for loss damage or injury as specified in each sub-section

EXCLUSIONS

This section will not indemnify You

1. against any liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement
2. against any liability directly or indirectly resulting from
 - (a) ionising radiations or contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
3. against liability for
 - (a) punitive exemplary aggravated or restitutionary damages
 - (b) multiple damages but this exception shall not apply in respect of the original award of damages made prior to the application of the multiplier
 - (c) any fine or penalty
4. against liability
 - (a) in respect of Bodily Injury to any Employee which arises out of and in the course of their employment or engagement by You
 - (b) for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
 - (c) in respect of loss or Damage to Goods
 - (d) in respect of Pollution
 - (e) in respect of Damage or Costs incurred in repairing replacing or recalling or making any refund in respect of any Goods

SECTION 2A : EMPLOYERS' LIABILITY

EXCLUSIONS

For Section 2A only the following additional exclusions apply

This section will not indemnify You

1. in respect of Bodily Injury to an Employee if at the relevant time the Employee is

(a) travelling as a passenger in or on a motor vehicle

(b) entering getting on to or alighting from a vehicle

in circumstances where compulsory insurance or security in respect of the vehicle is required by relevant road traffic legislation (or would be required but for specific statutory exception applicable to You) and such Employee is not acting in the capacity of the driver of the vehicle

2. against liability arising Offshore

SETTLEMENT OF CLAIMS

If Bodily Injury happens during the Period of Insurance to any of Your Employees arising out of and in the course of their employment or engagement by You

(a) in the United Kingdom or

(b) whilst temporarily outside the United Kingdom provided that the Employee is ordinarily resident in the United Kingdom

We will pay for

(i) all sums which You become legally liable to pay as damages and which arise in connection with the Business

(ii) Costs

SPECIAL CONDITIONS

(1) Maximum Payable

The most We will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the Specification irrespective of the number of claims or claimants and inclusive of Costs

(2) Rights of Recovery

The indemnity provided under Section 2A is deemed to be in accordance with such provisions as any law relating to the compulsory insurance of liability to employees in the United Kingdom may require but You will repay to Us all sums paid by Us which We would not have been liable to pay but for the provisions of such law

EXTENSIONS

1. Unsatisfied Courts Judgement

In the event of a judgement for damages

(a) being obtained in the first instance under the jurisdiction of a court in the United Kingdom and

(b) by any Employee or the personal representatives of any Employee

(c) in respect of Bodily Injury arising out of and in the course of the Employee's employment or engagement by You

at Your request We will pay to the Employee or the personal representatives of the Employee the amount of any damages or awarded costs to the extent that they remain unsatisfied

provided that

(i) there is no appeal outstanding

(ii) the judgement relates to Bodily Injury which would otherwise be insured by Section 2A

(iii) any payment made by Us shall only be in respect of liability for which You would have been entitled to indemnity under Section 2A if the judgement had been made against You

(iv) We will be entitled to take over and prosecute for Our own benefit any claim against any other party and You the Employee or the personal representatives of the Employee shall give all information and assistance required

SECTION 2B : PROPERTY OWNERS LIABILITY

This section covers Your liability as property owner or manager of the premises shown as insured in the Specification

EXCLUSIONS

This section will not indemnify You

1. against liability for loss of or damage to Property belonging to You or in Your custody or control or of any Employee other than
 - (a) Property belonging to an Employee or visitor
 - (b) any premises including contents (not being premises leased to You) which are temporarily occupied by You for the purpose of carrying out work in or to such premises
2. against liability arising from the ownership possession or use under Your control or the control of any Employee of Yours of
 - (a) any mechanically propelled vehicle other than plant as a tool of trade at the Residence

However this part of this exception shall not apply in respect of Bodily Injury or loss of or damage to Property arising in circumstances where compulsory insurance or security in respect of any such vehicle is not required by relevant road traffic legislation and You are not entitled to indemnity under any other insurance or indemnity
 - (b) any aircraft or other aerial devices hovercraft or watercraft (other than hand propelled watercraft or sailing craft not exceeding six metres in length)
3. against liability caused by any Goods after they have ceased to be in Your custody or control other than food or drink for consumption on Your Residence
4. against any liability which is assumed by You by agreement unless such liability would have attached in the absence of such agreement
5. arising in connection with the demolition or structural alteration or addition to any Building or any other structure or any incidental operation

SETTLEMENT OF CLAIMS

In the event of accidental **Bodily Injury** happening during the **Period of Insurance** to any person and/or accidental loss of or damage to **Property**

- (a) in the **United Kingdom** and offshore installations within the continental shelf around the **United Kingdom**
- (b) elsewhere in **Europe** but only in connection with the **Business** carried on by **You** at or from any premises situated in the **United Kingdom**
- (c) elsewhere in the world other than the **United States of America** or **Canada** arising out of **Business** visits by directors or non-manual **Employees** ordinarily resident in the **United Kingdom**

We will pay for

- (i) all sums which **You** become legally liable to pay as damages and which arise in connection with the **Business**
- (ii) **Costs**

SPECIAL CONDITIONS

(1) Maximum Payable

The most **We** will pay in respect of all claims arising out of one original cause is the limit of indemnity stated in the **Specification** irrespective of the number of claims or claimants and inclusive of **Costs**

EXTENSIONS

1. Defective Premises

We will indemnify You against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** arising in respect of any premises disposed of by You

However this indemnity shall not apply in respect of loss of or damage to or any costs or expenses incurred in repairing replacing or making any refund in respect of any such premises

2. Leased or Rented Premises

We will indemnify You against legal liability for loss of or damage to premises or fixtures or fittings thereof which are leased or rented to You

However this indemnity shall not apply in respect of liability for

- (a) loss of or damage if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement
- (b) the first £250 of such loss or damage caused otherwise than by fire or explosion

3. Non-Owned Vehicles Used in the Business

We will indemnify You in respect of legal liability for **Bodily Injury** and loss of or damage to **Property** arising out of the use of any motor vehicle which is neither the property of nor provided by You being used in connection with the **Business**

However this indemnity shall not apply in respect of

- (a) loss of or damage to any such vehicle
- (b) **Bodily Injury** or loss of or damage to **Property** while such vehicle is being driven
 - (i) by You or
 - (ii) with the general consent of You or of Your representative by any person who to the knowledge of You or Your representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding or obtaining such a licence
- (c) liability arising from circumstances in which it is compulsory for You to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation
- (d) a vehicle being used outside the **United Kingdom**

4. North American Public Liability

We will indemnify You against legal liability in respect of **Bodily Injury** or loss of or damage to **Property** happening anywhere within the **United States of America** or **Canada** arising out of business visits by directors or non-manual **Employees**

provided that

- (a) such directors and non-manual **Employees** are ordinarily resident in the **United Kingdom**
- (b) We will not indemnify You against liability in respect of **Pollution**

5. Obstruction and Loss of Amenities

We will indemnify You against legal liability in respect of accidental obstruction loss of amenities trespass nuisance or interference with any right of way light air or water

EXTENSIONS TO SECTION 2 : LIABILITIES

1. Cross Liabilities

If Your name in the Specification comprises more than one party We will treat each party as though a separate policy had been issued to each of them

However nothing in this extension shall increase Our liability to pay any amount in excess of the limit of indemnity under any sub-section

2. Sudden and Unintended Pollution

Notwithstanding the provisions of Exclusion 4.(d) of this section We will indemnify You against legal liability in respect of either Bodily Injury or loss of or damage to Property caused solely by Pollution which results from a sudden identifiable unintended and unexpected incident and such incident takes place in its entirety at a specific and identified time and place during the Period of Insurance provided that

- (a) all Pollution which arises out of any one incident shall be deemed to have occurred at the time such incident takes place
- (b) We will not indemnify You under this extension against any liability in respect of Pollution happening anywhere in the United States of America or Canada
- (c) nothing in this extension shall increase Our liability to pay any amount in excess of the limit of indemnity under any sub-section

3. Contractual Liability and Indemnity to Principal or Managing Agent

Notwithstanding the provisions of Exclusion 1. to this section We will indemnify You against liability in respect of Bodily Injury or loss of or damage to Property as follows

To the extent that any contract or agreement entered into by You with any Principal or Managing Agent so requires We will indemnify You against liability assumed by You and the Principal or Managing Agent in like manner to You in respect of the liability of the Principal or Managing Agent where liability arises out of the performance by You of such contract or agreement provided that

- (a) the conduct and control of claims is vested in Us
- (b) the Principal or Managing Agent shall observe fulfil and be subject to the terms of this section so far as they can apply
- (c) the indemnity shall not apply in respect of liquidated damages or under any penalty clause
- (d) the indemnity granted under this Section shall only apply in respect of liability to any person who is an Employee of Yours
- (e) where indemnity is granted to any Principal or Managing Agent We will treat each Principal or Managing Agent and You as though a separate policy had been issued to each of them
- (f) nothing in this extension shall increase Our liability to pay any amount in excess of the limit of indemnity under any sub-section

For the purpose of this extension Principal or Managing Agent means the other party to a contract or agreement for which You are undertaking work or services or providing Goods where such party is responsible for setting out the terms of the contract or agreement

GENERAL POLICY CONDITIONS

1. Fundamental Conditions

The following conditions are fundamental to the operation of this policy. If they are breached no cover will be provided

- (a) All statements answers and information supplied to Us by or on behalf of You in connection with this policy must be truthful and complete including any information supplied in relation to a claim
- (b) You must pay to Us all premiums due to Us together with all taxes due on the premiums

2. Your Obligations

The following conditions must be complied with. Any breach by You will allow Us to terminate this policy. Termination shall be from the date of the breach of condition

You must

- (a) give immediate notice to Us
 - (i) of anything which materially affects the risk insured including (but not limited to) anything which might reasonably be expected to increase the risk of loss or Damage
 - (ii) once You have knowledge of any impending prosecution inquest or fatal accident inquiry in connection with anything which may give rise to a claim under this policy
- (b) take all reasonable care to
 - (i) prevent accidents or Damage
 - (ii) maintain all premises plant and equipment and everything used in connection with Your Business in proper repair
- (c) forthwith on any defect or danger becoming apparent either
 - (i) make good or remedy any such defect or danger or
 - (ii) take such additional precautions as the circumstances require to avoid such defect or danger

3. Claims Conditions

The following conditions explain the actions and co-operation required by You regarding the handling of claims. No claim will be paid unless full and complete adherence to these conditions is maintained by You

You must

- (a) give immediate notice to Us of anything which may give rise to a claim being made against You or for which You intend to seek indemnity under this policy
- (b) provide Us with such particulars as We may require in connection with such circumstances

- (c) forward to Us immediately on receipt every letter writ summons and process in connection with such circumstances
- (d) give all information and assistance required by Us in connection with such circumstances
- (e) neither make any admission of liability nor any offer promise or payment in connection with such circumstances without Our written consent
- (f) in respect of loss or Damage caused by theft or malicious persons give immediate notice to the police
- (g) use all due diligence to do and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the Business and to avoid or diminish loss

4. Administrative Conditions

- (a) Conditions 1, 2, and 3, do not limit Your right to claim indemnity under Section 2A of this policy subject to Special Condition (2) of Settlement of Claims in that section
- (b) We may at any time and at Our discretion waive Our rights under any of the GENERAL POLICY CONDITIONS but this will not waive or limit Your obligations or Our rights in respect of any other GENERAL POLICY CONDITION
- (c) Any claimant under this policy shall at Our request and expense take and permit to be taken all necessary steps for enforcing rights against any other party in Your name before or after any payment is made by Us
- (d) We shall be entitled at any time and at Our discretion to
 - (i) take over and conduct in Your name the defence of or the settlement of any claim and to prosecute at Our own expense and for Our own benefit any claim for indemnity or damages against all other parties or persons
 - (ii) pay to You the limit of indemnity less any Costs incurred by Us or any lesser sums for which any claim or claims under Section 2 of this policy can be settled and in that event We will not be under any further liability
 - (iii) cancel this policy by sending fourteen days notice by recorded delivery post to You at Your last address known to Us together with any appropriate refund of premium
- (e) Notwithstanding the provisions of condition 4.(d) (iii) if We agree to accept payment by instalments then in the event of any default in payment of any instalment by You the full outstanding balance shall become payable immediately

If You then fail to pay such amount within seven days of Our notice to You of the default in payment We may cancel this policy by seven days notice in writing to You

- (f) Unless otherwise stated elsewhere in this policy if at the time of any loss or **Damage** insured by Section 1 there is any other insurance effected by You or on Your behalf covering such loss Our liability hereunder will be limited to Our rateable proportion of such loss or **Damage**

Further in respect of items on **Buildings and Contents of Common Parts** only (as defined and insured under Section 1) if any such other insurance is subject to average (underinsurance) this policy if not already subject to any condition of average will be subject to average in like manner

If any other insurance effected by You or on Your behalf covers any property insured by Section 1 but is subject to any provision wholly or partly excluding it from ranking concurrently with this policy or from contributing rateably to the loss or **Damage** Our liability will be limited to such proportion of the loss or **Damage** as the sum insured bears to the value of the property

If in respect of any claim under Section 2 there is any other insurance or indemnity in Your favour in force relative to such claim or there would be but for the existence of this Section Our liability shall be limited. This limit shall be the amount in excess of that which would have been payable (but for the existence of this Section) in respect of such claim

- (g) On the happening of any loss or **Damage** in respect of which a claim is or may be made under Section 1 We and any person authorised by Us may
- (i) enter take or keep possession of the premises where such loss or **Damage** has occurred
 - (ii) take possession of or require to be delivered to them Your property
 - (iii) deal with such property for all reasonable purposes and in any reasonable manner
- without thereby incurring any liability or diminishing any of Our rights under this section

GENERAL POLICY EXCLUSIONS

(not applicable to any operative cover for Employers' Liability)

This policy shall not cover any claim loss liability or expenses caused by or arising from directly or indirectly or in any way relating to

- (a) any **Computer System** not being **Year 2000 Compliant**
- (b) any correction conversion renovation rewriting or replacement of or any failure to correct convert renovate rewrite or replace any **Computer System** related to **Year 2000 Compliance**

In respect of Section 1: Assets this exclusion shall not exclude subsequent **Damage** or loss of **Gross Rentals** or **Alternative Accommodation** which itself results from a **Specified Peril** if insured by this policy and provided that such loss or damage is not otherwise excluded

Dated 31st August 2001

DEED OF EASEMENT

THE WELLCOME FOUNDATION LIMITED (1)

LAING HOMES LIMITED (2)

Relating to

Surface Water Sewer at Langley Court
Beckenham

THIS DEED OF EASEMENT dated the 31st day of AUGUST Two thousand and one between:-

- (1) THE WELLCOME FOUNDATION LIMITED (Company Number 194814) whose registered office is at Glaxo Wellcome House Berkerley Avenue Greenford Middlesex UB6 ONN ("Wellcome")
- (2) LAING HOMES LIMITED (Company Number 518602) whose registered office is at Page Street London NW7 2ER ("Laing")

1. Laing:-

- (1) Is registered with absolute title under Title Number SGL618102 and
- (2) Has sold certain plots from that title number and
- (3) Is awaiting registration of land to be incorporated in title number SGL618102 (reference SGL626161/FR/030)

(all of which land is "the Dominant Land" in this deed)

2. Wellcome is the freehold owner of the Retained Land as defined in the title to the Dominant Land ("the Servient Land")

3. Wellcome with absolute title grants the right to connect to and use the existing surface water sewer (shown by a broken line) at point A on the attached plan for the discharge of surface water from the Dominant Land across the Servient Land

4. Wellcome may reposition the existing water sewer within the Servient Land provided that the flow of water is not adversely affected

5. The benefit of this easement shall pass with the Dominant Land and the burden with the Servient Land

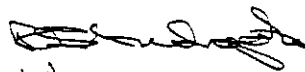
EXECUTED as a deed by the)
WELLCOME FOUNDATION)
LIMITED acting by:-)

Director S. COOMBE

~~Director/Secretary S. BICKNELL~~

EXECUTED as a deed by LAING)
HOMES LIMITED acting by:-)

Director

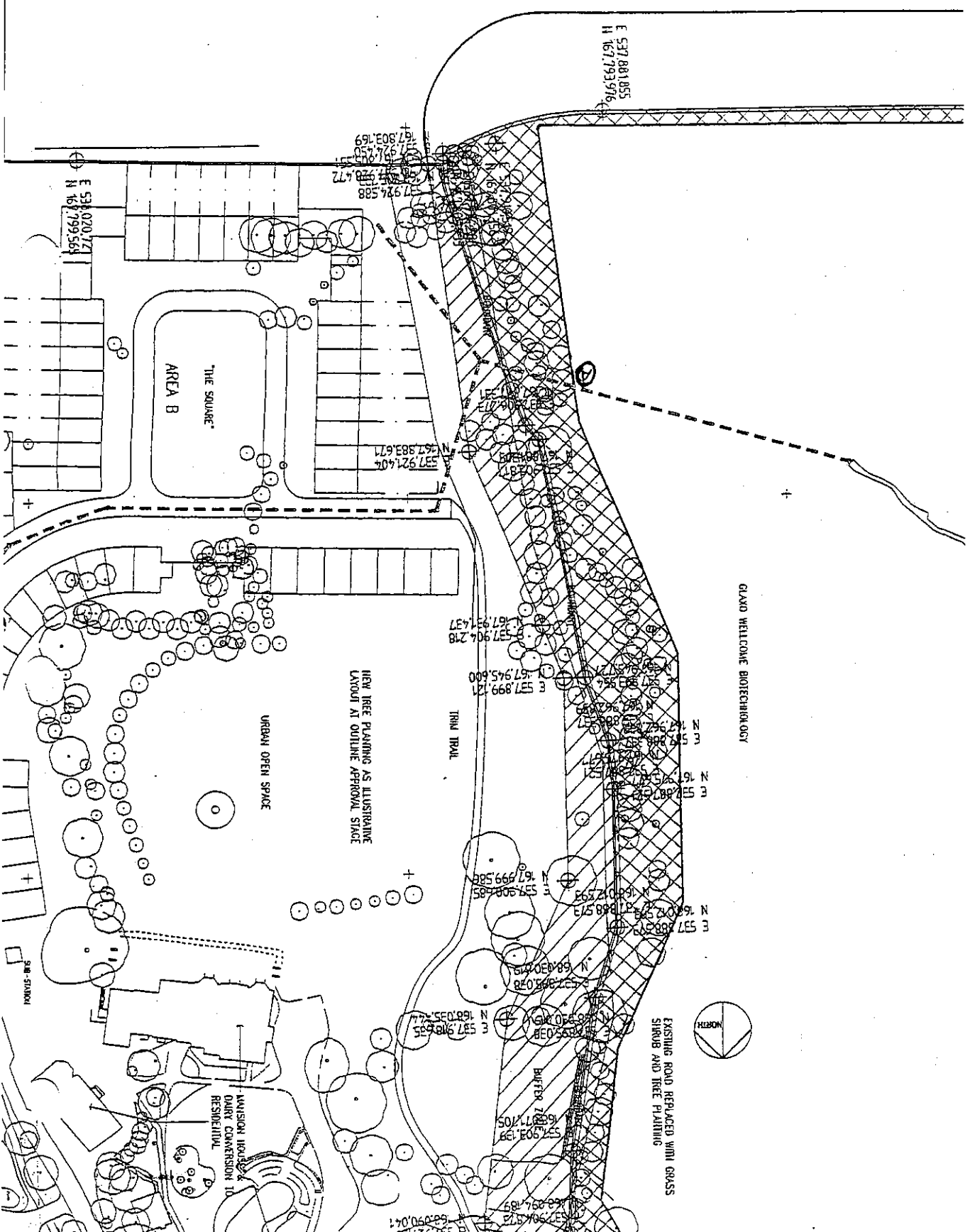
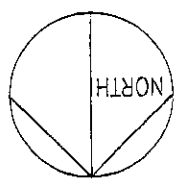


Director/Secretary

72253

Pa.

CONSULTING ENGINEER
 101016
 04.712
 Director
 Secretary
 [Signature]



GLAYD WELLCOME BIOTECHNOLOGY

NEW TREE PLANTING AS ILLUSTRATIVE LAYOUT AT OUTLINE APPROVAL STAGE

URBAN OPEN SPACE

TRAIL TRAIL

EXISTING ROAD REDUCED WITH GRASS STRIPS AND TREE PLANTING



E 536,020,717
N 167,799,564

E 537,881,055
N 167,793,976

E 537,924,588
N 167,803,169

E 537,921,406
N 167,883,671

E 537,904,218
N 167,921,437

E 537,899,121
N 167,945,600

E 537,999,589
N 167,999,851

E 537,988,635
N 168,035,477

E 537,903,105
N 168,017,705

E 537,904,189
N 168,017,705

E 537,904,189
N 168,017,705

SEA STATION

TRANSITION HOUSE
DAIRY CONVERSION TO
RESIDENTIAL

No. of Company 2061041

The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

Memorandum
and Articles
of Association of

C.B.H. MANAGEMENT LIMITED

(Incorporated the 3rd day of October 1986)

Hart & Co. Limited
Company Formation and Information Services
Printers and Publishers
47, Brunswick Place, London. N1 6EE
Telephone 01-250-1841 Telex 24653

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

C.B.H. MANAGEMENT LIMITED

(As altered by Special Resolution passed on the 3rd day of November 1986)

1. The Company's name is "C.B.H. MANAGEMENT LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

(a) (i) To acquire, dispose, manage, administer, deal with land, building and property, both real and personal, on its own account or as trustee, nominee or agent of any other company or person.

(ii) To guarantee the payment of any debenture, debentures, mortgages, charges, bonds, obligations, interests, dividends, securities, monies or shares of the performance of contracts, or engagements of any other company or person and to give indemnities and guarantees of all kinds whenever considered desirable and to guarantee either by personal obligation or by mortgaging or by charging or by any part of the undertaking of property, assets both present and future and uncalled capital of the company or by both such methods the performance of any contract or obligation of any firm or company whatsoever.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to

brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985; but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

5. The Company's share capital is £1,000 divided into 1,000 shares of £1 each.

WE, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of Subscribers	Number of shares taken by each Subscriber
1. Michael Richard Counsell, 15, Pembroke Road, Bristol. BS99 7DX	- One
2. Christopher Charles Hadler, 15, Pembroke Road, Bristol. BS99 7DX	- One
Total shares taken	- Two

Dated this 3rd day of March, 1986.

Witness to the above Signatures:- Errol Sandiford,
15, Pembroke Road,
Bristol. BS99 7DX

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

C.B.H. MANAGEMENT LIMITED

(As altered by Special Resolution passed on the 3rd day of November 1986)

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors

who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

8. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into

shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

DISQUALIFICATION OF DIRECTORS

10. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

INDEMNITY

13. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

14. (a) The Directors shall, subject to Clause 24 in Table A, register the transfer or, as the case may be, transmission of any shares:-

(i) to a member of the family of a Member or deceased Member;

(ii) to any person or persons acting in the capacity of trustee or trustees of a trust created by a Member (by deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this paragraph only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the Member or members of his family and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the Member or members of his family and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Member or members of his family;

(iii) by the trustee or trustees of a trust to which subparagraph (ii) above applies to any person beneficially interested under the trust being the Member or a member of his family;

(iv) to the legal personal representatives of a deceased Member where under the provisions of his will or the laws as to intestacy the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family (as hereinafter defined) of the deceased Member and by the legal personal representatives of a deceased Member to a member or members of the family of the deceased Member;

(v) to any other Member of the Company.

(b) For the purpose of paragraphs (a) and (j) of this Article but not any other paragraph:

(i) the word "Member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceased to be a Member as the result of the creation of the relevant trust; and

(ii) the words "a member of the family of a Member" shall mean the husband, wife, widow, widower, child and remoter issue (including a child by adoption), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption), and child and remoter issue of any such brother or sister (including a child by adoption), of the Member.

(c) Notwithstanding the provisions of this Article, the Directors may decline to register any transfer or transmission which would otherwise be permitted hereunder without assigning any reason therefor, if it is a transfer;

(i) of a share (whether or not it is fully paid) made pursuant to paragraph (i) below;

(ii) of a share pursuant to paragraph (a) by a Member of the Company who is employed by the Company in any capacity provided that this restriction shall not apply to such Members' legal personal representatives.

Clause 24 in Table A shall, for these purposes, be modified accordingly.

(d) Save where a transfer is made pursuant to paragraph (a) above any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any Member or Members willing to purchase the same (hereinafter called "the purchasing Member") at the price specified therein or at the fair value certified in accordance with paragraph (f) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(e) The shares comprised in any transfer notice shall be offered to the Members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice; provided that if a certificate of valuation is requested under paragraph (f) below the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the

Members. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each Member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no Member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings, the same shall be offered to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(f) Any Member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the Country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

(g) If purchasing Members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (e) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter, called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing Members.

(h) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members. The Company shall pay the purchase money into a separate bank account.

(i) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph (g) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty subject to paragraph (c) above to transfer all or any of the shares comprised in the transfer notice to any person or persons.

(j) In any case where any shares are held by the trustee or trustees of a trust following a transfer or transfers made pursuant to sub-paragraph (ii) of paragraph (a) above and it shall come to the notice of the Directors that not all the persons beneficially interested under the trust are members of the family (as hereinbefore defined) of the Member by whom the trust was created, the Directors may at any time within twenty-eight days thereafter resolve that such trustee or trustees do transfer such shares and such trustee or trustees shall thereupon be deemed to have served a transfer notice comprising such shares pursuant to paragraph (d) above and to have specified therein the fair value to be certified in accordance with paragraph (f) above and the provisions of this Article shall take effect accordingly. Notice of such resolution shall forthwith be given to such trustee or trustees.

(k) In the application of Clauses 29 to 31 (inclusive) in Table A to the Company:-

(i) save where the proposed transfer or transmission is within paragraph (a) above ("a permitted transfer") any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

(ii) if a person so becoming entitled shall not have executed a permitted transfer or given a transfer notice in respect of any share within six months of the death or bankruptcy, the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days to execute permitted transfers or give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph (d) of this Article relating to those shares in respect of which he has still not executed permitted transfers or given a transfer notice;

(iii) where a transfer notice is given or deemed to be given under this paragraph (k) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (f) of this Article as the fair value thereof.

(l) Whenever any Member of the Company who is employed by the Company in any capacity (whether or not he is also a Director) ceases to be employed by the Company otherwise than by reason of his death the Directors may at any time not later than six months after his ceasing to be employed resolve that such Member do retire, and thereupon he shall (unless he has already served a transfer notice) be deemed to have served a transfer notice pursuant to paragraph (d) of this Article and to have specified therein the fair value to be certified in accordance with paragraph (f) of this Article. Notice of the passing of any such resolution shall forthwith be given to the Member affected thereby.

The regulations of Table A to the Companies Act 1985 apply to the Company save in so far as they are not excluded or varied by its Articles of Association

Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805), amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052), is reprinted below.

Table A THE COMPANIES ACT 1985

Regulations for Management of a Company Limited by Shares

INTERPRETATION

1. In these regulations —
'the Act' means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;
'the articles' means the articles of the company;
'clear days' in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
'executed' includes any mode of execution;
'office' means the registered office of the company;
'the holder' in relation to shares means the member whose name is entered in the register of members as the holder of the shares;
'the seal' means the common seal of the company;
'secretary' means the secretary of the company or of any other person appointed to perform the duties of the secretary of the company, including a joint, assistant or deputy secretary;
'the United Kingdom' means Great Britain and Northern Ireland.
Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the company.

SHARE CAPITAL

2. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the company may by ordinary resolution determine.
3. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the company or the holder on such terms and in such manner as may be provided by the articles.
4. The company may exercise the powers of paying commissions conferred by the Act. Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other.
5. Except as required by law, no person shall be recognised by the company as holding any share upon any trust and (except as otherwise provided by the articles or by law) the company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder.

SHARE CERTIFICATES

6. Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
7. If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

LIEN

8. The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien on a share shall extend to any amount payable in respect of it.
9. The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
10. To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to or in accordance with the directions of the purchaser. The title of the transferee to the shares shall not be affected by any irregularity or invalidity of the proceedings in reference to the sale.
11. The net proceeds of the sale (after payment of the costs) shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES AND FORFEITURE

12. Subject to the terms of allotment the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall be subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made, pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the company of any sum due thereon, be repaid in whole or part and payment of a call may be postponed in whole or part. A person whose name is entered as a holder of shares shall be deemed to have accepted notice of the subscription of shares unless he can prove to the satisfaction of the directors that he is not the holder of the shares in respect whereof the call was made.

the shares in respect whereof the call was made.

13. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

14. The joint holders of a share shall be jointly and severally liable to pay a call in respect thereof.

15. If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call, or if no rate is fixed, at the appropriate rate (as defined by the Act) but the directors may waive payment of the interest wholly or in part.

16. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call.

17. Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.

18. If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited.

19. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

20. Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.

21. A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

22. A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFER OF SHARES

23. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid by or on behalf of the transferee.

24. The directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the company has a lien. They may also refuse to register a transfer unless —

(a) it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;

(b) it is in respect of only one class of shares; and

(c) it is in favour of not more than four transferees.

25. If the directors refuse to register a transfer of a share they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.

26. The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.

27. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

28. The company shall be entitled to retain any instrument of transfer which is registered but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

TRANSMISSION OF SHARES

29. If a member dies the survivor or survivors where he was a joint holder, and the personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the company as having title to his interest, but nothing herein contained shall restrict the estate of a deceased member from any claim in respect of any share which had been issued to him.

person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee of the share. If he elects to become the holder, he shall give notice to the company to that effect; if he elects to have another person registered, he shall execute an instrument of transfer of the share to that person. All the articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.

ALTERATION OF SHARE CAPITAL

The company may by ordinary resolution —
(a) increase its share capital by new shares of such amount as the directors prescribe;
(b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
(c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount; and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
(d) cancel shares which at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of the share capital by the amount of the shares so cancelled.

PURCHASE OF OWN SHARES

Subject to the provisions of the Act, the company may purchase its own shares (including any redeemable shares) and if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the company or the proceeds of a fresh issue of shares.

GENERAL MEETINGS

All general meetings other than annual general meetings shall be called by the directors. The directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after the receipt of the requisition, if there are not within the United Kingdom sufficient directors to call a general meeting; any director or any member of the company may call a general meeting.

NOTICE OF GENERAL MEETINGS

An annual general meeting and an extraordinary general meeting called by the directors shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed —
(a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
(b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority, together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

PROCEEDINGS AT GENERAL MEETINGS

No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as the directors may determine.

RESOLUTIONS AND VOTES

Unless otherwise provided, resolutions shall be passed by a majority of the votes of the members entitled to vote thereon. In the case of an equality of votes, the chairman shall have a casting vote. In the case of an equality of votes, whether by poll or on a show of hands, the chairman shall have a casting vote in addition to any other vote he may have. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

(a) by the chairman;
(b) by at least two members having the right to vote at the meeting; or
(c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
(d) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum had been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

47. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

48. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

49. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

50. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a casting vote in addition to any other vote he may have.

51. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs, not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

52. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

53. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.

55. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and seniority shall be determined by the order in which the names of the holders stand in the register of members.

56. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf by that court, and any such receiver, curator bonis or other person appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the fact of the appointment of the person claiming to exercise the right to vote shall be deposited at the office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.

57. No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.

58. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive.

59. On a poll votes may be given either personally, or by proxy. A member may appoint more than one proxy to attend on the same occasion.

60. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow, of in any other form which is usual or which the directors may approve) —

I, of being a member/member(s) of the above-named company, hereby appoint of as my/our proxy to attend and vote in my/four name(s) and on my/our behalf at the annual/extraordinary general meeting of the company to be held on at and any adjournment thereof.

Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow, or in any other form which is usual or which the directors may approve) —

I, of being a member/member(s) of the above-named company, hereby appoint of as my/our proxy to vote in my/four name(s) and on my/four behalf at the annual/extraordinary general meeting of the company to be held on at and any adjournment thereof. This form is to be used in respect of the resolutions mentioned below as follows:
Resolution No. 1 for 'against';
Resolution No. 2 for 'against';
'Strike out whichever is not desired'
Unless otherwise instructed the proxy may vote as he thinks fit or abstain from voting.
Signed this day of 19

approved by the directors may —

- (a) be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be posted as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll, or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director, and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

NUMBER OF DIRECTORS

64. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall be not less than two.

ALTERNATE DIRECTORS

65. Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

66. An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director. But it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom.

67. An alternate director shall cease to be an alternate director if his appointor ceases to be a director, but, if a director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

68. Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.

69. Save as otherwise provided in the articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

POWERS OF DIRECTORS

70. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors who may exercise all the powers of the company. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

71. The directors may, by power of attorney or otherwise, appoint any person to be the agent of the company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF DIRECTORS' POWERS

72. The directors may delegate any of their powers to any committee consisting of one or more directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.

APPOINTMENT AND RETIREMENT OF DIRECTORS

73. At the first annual general meeting all the directors shall retire from office, and at every subsequent annual general meeting one-third of the directors who are subject to retirement by rotation or, if their number is not three or a multiple of three, the number nearest to one-third shall retire from office, but, if there is only one director who is subject to retirement by rotation, he shall retire.

74. Subject to the provisions of the Act, the directors to retire by rotation shall be those who have been longest in office since their last appointment or reappointment, but as between persons who became or were last reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

75. If the company, at the meeting at which a director retires by rotation, does not fill the vacancy the retiring director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the director is put to the meeting and lost.

76. No person other than a director retiring by rotation shall be appointed or reappointed a director at any general meeting unless —

- (a) he is recommended by the directors, or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the company's register of directors together with notice executed by that person of his willingness to be appointed or reappointed.
77. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a director retiring by rotation at the meeting) who is recommended by the directors for appointment or reappointment as a director at the meeting or in respect of whom notice has been duly given to the company of the intention to propose him at the meeting for appointment or reappointment as a director. The notice shall give the particulars of that person which would, if he were so appointed or reappointed, be required to be included in the company's register of directors.

78. Subject as aforesaid, the company may, if it thinks fit, at any time appoint a person who is willing to act to be a director, or retire him, or as an additional director and may, also determine the rotation in which any additional directors are to retire.

79. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the articles as the maximum number of directors. A director so appointed shall hold office only until the next following annual general meeting and shall not be taken into account in determining the directors who are to retire by rotation at the meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.

80. Subject as aforesaid, a director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

81. The office of a director shall be vacated if —

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- (c) he is, or may be, suffering from mental disorder and either —
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1962, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- (d) he resigns his office by notice to the company, or
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated.

REMUNERATION OF DIRECTORS

82. The directors shall be entitled to such remuneration as the company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

83. The directors may be paid all travelling, hotel, and other expenses properly incurred by them in connection with their attendance at meetings of directors or committees of directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the company or otherwise in connection with the discharge of their duties.

DIRECTORS' APPOINTMENTS AND INTERESTS

84. Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the company and may enter into an agreement or arrangement with any director for his employment by the company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made upon such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and the company. A managing director and a director holding any other executive office shall not be subject to retirement by rotation.

85. Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office —

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise interested,
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise interested, and
- (c) shall not, by reason of his office, be accountable to the company for any benefit which he derives from any such office or employment, or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

86. For the purposes of regulation 85 —

- (a) a general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified, and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

DIRECTORS' GRATUITIES AND PENSIONS

87. The directors may provide benefits whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the company, or with any body corporate which is or has been a subsidiary of the company or a predecessor in business of the company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may, (as well before as after he ceases to hold such office or employment), contribute to any fund and pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF DIRECTORS

88. Subject to the provisions of the articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote or ballot of his appointor in addition to his own vote.

89. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

90. The continuing directors or a sole continuing director may act notwithstanding any vacancies in the number, but if the number of directors is less than the number fixed as the quorum the continuing directors or director

may act only for the purpose of filling vacancies or of calling a general meeting.
91. The directors may appoint one of their number to be the chairman of the board of directors and may at any time remove him from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.

92. All acts done by a meeting of directors, or of a committee of directors, or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and had been entitled to vote.

93. A resolution in writing signed by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

94. Save as otherwise provided by the articles, a director shall not vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the company unless his interest or duty arises only because the case falls within one or more of the following paragraphs—

(a) the resolution relates to the giving to him of a guarantee, security, or indemnity in respect of money lent to, or an obligation incurred by him for the benefit of, the company or any of its subsidiaries;

(b) the resolution relates to the giving to a third party of a guarantee, security, or indemnity in respect of an obligation of the company or any of its subsidiaries for which the director has assumed responsibility in whole or part and whether alone or jointly with others under a guarantee or indemnity or by the giving of security;

(c) his interest arises by virtue of his subscribing or agreeing to subscribe for any shares, debentures or other securities of the company or any of its subsidiaries or by virtue of his being or intending to become, a participant in the underwriting or sub-underwriting of an offer of any such shares, debentures or other securities by the company or any of its subsidiaries for subscription, purchase or exchange;

(d) the resolution relates in any way to a retirement benefits scheme which has been approved or is conditional upon approval, by the Board of Inland Revenue for taxation purposes.

For the purposes of this regulation, an interest of a person who is, for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

95. A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

96. The company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the articles prohibiting a director from voting at a meeting of directors or of a committee of directors.

97. Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the company or any body corporate in which the company is interested the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to vote and be counted in the quorum in respect of each resolution except that concerning his own appointment.

98. If a question arises at a meeting of directors or of a committee of directors as to the right of a director to vote, the question may before the conclusion of the meeting be referred to the chairman of the meeting and his ruling in relation to any director other than himself shall be final and conclusive.

SECRETARY

99. Subject to the provisions of the Act, the secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

MINUTES

100. The directors shall cause minutes to be made in books kept for the purpose—

(a) of all appointments of officers made by the directors; and

(b) of all proceedings at meetings of the company or of the holders of any class of shares in the company and of the directors and of committees of directors including the names of the directors present at each such meeting.

THE SEAL

101. The seal shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

DIVIDENDS

102. Subject to the provisions of the Act, the company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

103. Subject to the provisions of the Act, the directors may pay interim dividends if it appears to them that they are justified by the profits of the company available for distribution. If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

104. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion of the period in respect of which the dividend is paid, but if any share is issued on terms providing that it shall rank for dividend as from a

particular date, that share shall rank for dividend as from that date.

105. A general meeting declaring a dividend may, upon the recommendation of the directors, direct that it shall be satisfied wholly or partly by the distribution of assets and where any difficulty arises in regard to the distribution, the directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the lodging of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.

106. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.

107. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.

108. Any dividend which has remained unpaid for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the company.

ACCOUNTS

109. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.

CAPITALISATION OF PROFITS

110. The directors may with the authority of an ordinary resolution of the company—

(a) subject as hereinafter provided, resolve to capitalise any undivided profits of the company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the company's share premium account or capital redemption reserve;

(b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying up in full unissued shares or debentures of the company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;

(c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions; and

(d) authorise any person to enter on behalf of all the members concerned into an agreement with the company providing for the allotment to them respectively, credited as fully paid, of any shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

NOTICES

111. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.

112. The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

113. A member present, either in person or by proxy, at any meeting of the company or of the holders of any class of shares in the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

114. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title.

115. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.

116. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the articles for the giving of notice to a member, addressed to them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any description, the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

WINDING UP

117. If the company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

118. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the company shall be indemnified out of the assets of the company against all liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.