

**DATED** \_\_\_\_\_ **2017**

**Cabinet Report Draft  
23.07.2017**

**(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY**

**(2) [HDV INV LP] ACTING BY ITS GENERAL PARTNER [NOMINEE 1 LIMITED]**

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**AGREEMENT**  
**for sale and purchase of a portfolio of properties in the**  
**London Borough of Haringey**

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**Pinsent Masons**

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## PARTICULARS

<b>Date of Agreement:</b>	
<b>Properties:</b>	The properties more fully described in Schedule 1 and " <b>Property</b> " means any one of those properties
<b>The Seller:</b>	<b>THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY</b> of Civic Centre, High Road, Wood Green, London , N22 4LE
<b>The Buyer:</b>	<b>[HDV Inv] LP</b> acting by its general partner [Nominee 1 Limited] (Company No: [COMPANY NUMBER]) whose registered office is at [BUYER'S ADDRESS]
<b>Purchase Price:</b>	The sum of £45,000,000 (forty five million pounds) in total and in particular, being the aggregate of the Apportioned Purchase Price
<b>Contractual Completion Date:</b>	As stated in the Agreement to which these Particulars are annexed
<b>Completion Time:</b>	2.00pm
<b>Contract Rate:</b>	(this information is contained in the exempt part of the report) above the base lending rate from time to time of Barclays Bank PLC or if such rate shall cease to be published the Law Society's interest rate from time to time in force
<b>Seller's Solicitors:</b>	Pinsent Masons LLP, 30 Crown Place, London EC2A 4ES (Ref: VK04/658021.07000/GL09)
<b>Buyer's Solicitors:</b>	Ashurst LLP of Broadwalk House, 5 Appold Street, London EC2A 2HA (Ref: RDV/TCR/LEN04.00005)

**THIS AGREEMENT** is made on the date specified in the Particulars between the Seller and the Buyer (together the "**Parties**") specified in the Particulars

**IT IS AGREED** as follows:-

1. **INTERPRETATION**

1.1 The Particulars annexed to this Agreement form part of this Agreement, and terms specified in them bear the same meanings when used elsewhere in this Agreement.

1.2 The following further definitions apply to this Agreement:-

**"Actual Completion Date"** means the date upon which Completion actually takes place

**"Agreed Form"** means in a form agreed between the Parties prior to the execution of this Agreement and either initialled by the Parties (or on their behalf) for the purpose of identification or executed and delivered contemporaneously with the execution of this Agreement

**"Apportioned Purchase Price"** means the price set out in the correspondingly titled column in Schedule 1 in respect of each Property and where more than one Property is to be completed at the same time the aggregate of such prices

**"Buyer's Outstanding Monies"** has the meaning given to it in Clause 13.1.2

**"CAA"** means the Capital Allowances Act 2001

**"Completion"** means completion of the sale and purchase of the Properties pursuant to this Agreement and should Completion occur in tranches means in respect of the relevant Property the date upon which the completion of the sale and purchase of the relevant Property takes place pursuant to this Agreement and "**Completed**" shall be construed accordingly

**"Conditions"** means in respect of each Property:

- (a) the Entry Condition;
- (b) where it is leasehold and landlord consent is required to the grant of the Lease by the Seller to the Buyer such consent has been obtained or a declaration obtained that it has been lawfully withheld;
- (c) where it is designated as land within the housing revenue account for the Seller, any necessary consents have been obtained by the Seller for the transfer of such Property in accordance with this Agreement;

**"Contractual Completion Date"** means the first Quarter Day following the date of this Agreement for the Tranche 1 Properties and for the Later Tranche Properties, the first Quarter Day after the Conditions are satisfied or waived for each Property;

<b>"Entry Condition"</b>	means the condition set out in paragraph 1 of Schedule 11
<b>"EPC"</b>	means energy performance certificate and recommendation report as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012
<b>"EPC Regulations"</b>	has the meaning given to it in Clause 28
<b>"Fixtures"</b>	has the meaning given to it in Clause 27.2
<b>"Group Undertaking"</b>	has the meaning given to it in section 1161 of the Companies Act 2006
<b>"HDV"</b>	means [Haringey Development Vehicle] LLP (OC number [●])
<b>"Initial Longstop Date"</b>	(this information is contained in the exempt part of the report)
<b>"HMRC"</b>	means HM Revenue & Customs
<b>"Insolvent"</b>	means:- <ul style="list-style-type: none"> <li>(a) in relation to a company or corporation any of the following:- <ul style="list-style-type: none"> <li>(i) any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of such company or corporation; or</li> <li>(ii) an application is made for an administration order in relation to such company or corporation; or</li> <li>(iii) in relation to such company or corporation, the appointment of an administrator, the filing of documents with the court for the appointment of an administrator or the giving of notice of intention to appoint an administrator by such company or corporation or its directors, or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or</li> <li>(iv) a receiver or manager is appointed in relation to any property or income of such company or corporation; or</li> <li>(v) a liquidator is appointed in respect of such company or corporation; or</li> <li>(vi) a voluntary winding-up of such company or corporation is</li> </ul> </li> </ul>

commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

(vii) a petition is made for a winding-up order for such company or corporation; or

(viii) the occurrence at any time of any event or events in relation to such company or corporation in a territory outside the United Kingdom where at such time such company or corporation has its centre of main interests being an event or events which under the Law of that territory at such time have a similar effect as one or more of any of the events previously described in this definition if such event or events so previously described had occurred in the United Kingdom and such company or corporation had had its centre of main interests in the United Kingdom; and

(b) in relation to an individual:-

(i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of such individual; or

(ii) the presentation of a petition for a bankruptcy order or the making of an application for a bankruptcy order or the making of a bankruptcy order against such individual; or

(iii) the occurrence at any time of any event or events in relation to such individual in a territory outside the United Kingdom where such individual has his centre of main interests being an event or events which under the Law of that territory at such time have a similar effect as one or more of any of the events previously described in this paragraph (b) if such event or events so previously described had occurred in the United Kingdom and such individual had had his centre of main interests in the United Kingdom;

and "**Insolvency**" shall be construed accordingly

<b>"Later Tranche Properties"</b>	means those Properties which are not Tranche 1 Properties but in respect of which the Conditions have been satisfied by the date 10 Working Days before the relevant Contractual Completion Date or such other Properties as the Parties may agree shall be transferred on the relevant Contractual Completion Date
<b>"Lease(s)"</b>	means the lease by which the Properties shall be demised to the Buyer upon Completion in the appropriate form of the draft Lease(s) annexed at Appendix 1
<b>"Letting Arrangements"</b>	means the leases, tenancies or licences created or to be created by the Letting Documents and in the case of any lease or tenancy any statutory continuation, extension or holding over by the tenant
<b>"Letting Documents"</b>	means the documents: <ul style="list-style-type: none"> <li>(a) giving rise to the Letting Arrangements; and</li> <li>(b) every document varying or supplemental or collateral to them</li> </ul> and any other such documents which the Buyer consents to pursuant to Clause 10 of this Agreement and which the Seller enters into between the date hereof and the Actual Completion Date
<b>"Letting Income"</b>	means any rents, licence fees and other sums payable by the Tenants under the Letting Arrangements (and in addition any interest payable thereon arising as a result of late payment) to which the landlord or licensor to the Letting Arrangements is entitled
<b>"Longstop Date"</b>	means the Initial Longstop Date or such later date as set out in a notice from the Buyer to extend the Initial Longstop Date in accordance with Clause 2.4
<b>"Loss of Rent"</b>	has the meaning given to it in Clause 9.2.2
<b>"LTA 1954"</b>	has the meaning given to it in Clause 16.1.1
<b>"Maintenance Agreements"</b>	has the meaning given to it in Clause 18
<b>"Maintenance Documents"</b>	has the meaning given to it in Clause 17
<b>"Members Agreement"</b>	means a members' agreement in relation to HDV dated today's date and made between (1) the Seller (2) [PSP] (3) [HDV] (4) [InvLLP] (5) [DevLLP] (6) [Nominee Co] (7) [PSP Guarantor]
<b>"New Rent"</b>	has the meaning given to it in Clause 16.1.4
<b>"Outstanding Monies"</b>	has the meaning given to it in Clause 13.1.3
<b>"Payment Period"</b>	has the meaning given to it in Clause 19.3
<b>"Quarter Day"</b>	means 25 March, 24 June, 29 September, 25 December

<b>"Relevant Tenant"</b>	has the meaning given to it in Clause 16.1.3
<b>"Renewable Tenancy"</b>	has the meaning given to it in Clause 16.1.2
<b>"Rent Deposits"</b>	has the meaning given to it in Clause 14.1
<b>"Seller's Outstanding Monies"</b>	has the meaning given to it in Clause 13.1.1
<b>"Service Charge Arrears"</b>	monies recoverable by the landlord under the Letting Arrangements (or any other letting arrangements to which the relevant Property may be bound) for reimbursement of expenditure on goods and services relating to the Property but which have not been recovered
<b>"Standard Conditions"</b>	means Part 1 of the Standard Commercial Property Conditions (Second Edition) as amended or varied as stated either in Schedule 4 to this Agreement or in any other part of this Agreement
<b>"Tenants"</b>	means the tenants or licensees under the Letting Arrangements and <b>"Tenant"</b> shall be construed accordingly
<b>"Top 50 Property"</b>	means any Property marked as being such in Appendix 5
<b>"Tranche 1 Properties"</b>	means those Properties so marked in the relevant column of Schedule 1 and such other Properties in respect of which the Conditions have been satisfied by the date 10 Working Days prior to the Contractual Completion Date or as the Parties may otherwise agree shall be transferred on the Completion Date
<b>"TUPE"</b>	has the meaning given to it in paragraph 1 of Schedule 10
<b>"VAT"</b>	means value added tax or any equivalent or similar tax or duty which may be imposed in substitution for or in addition to value added tax
<b>"VAT Group"</b>	means [●]
<b>"Working Day"</b>	means 9.00 am to 5.00 pm on any day (other than a Saturday) on which clearing banks in the City of London are open for the transaction of normal sterling banking business

1.3 This Agreement incorporates the Standard Conditions. If there is any conflict between the Standard Conditions and the express provisions of this Agreement, the express provisions of this Agreement shall prevail. Terms used or defined in the Standard Conditions have the same meanings when used in this Agreement and vice versa.

1.4 In and for the purpose of this Agreement:-

1.4.1 any reference to any statute or order or to any provision of any statute or order is construed as including reference to any statutory modification or re-enactment of such statute, order or provision and to any relevant regulations or statutory instruments made under or in connection with any such statute, order or provision and from time to time in force;

- 1.4.2 if at any time the Seller or the Buyer shall consist of more than one person any obligations which they have under this Agreement or which they undertake shall be enforceable against them all jointly or against each individually;
- 1.4.3 references to Clauses or Schedules unless otherwise specified mean the Clauses of or the Schedules to this Agreement;
- 1.4.4 headings to Clauses and Schedules are disregarded in interpreting this Agreement; and
- 1.4.5 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement are to be unaffected.

## 2. **SALE AND PURCHASE**

- 2.1 The Seller sells and the Buyer purchases by way of taking a Lease of each of the Properties for the Purchase Price, which shall be accounted for as between the HDV and the Seller by way of loan notes in accordance with the Members Agreement.
- 2.2 A deposit of £1 (one pound) has been paid by the Buyer to the Seller on the date of this Agreement (receipt of which the Seller acknowledges).
- 2.3 The grant of a Lease of each Property is conditional upon the Conditions being satisfied by discharge (or in the case of the Entry Conditions) by waiver by the Buyer.
- 2.4 The Initial Longstop Date may be extend by a period of between 6 and 12 months as notified by the Buyer to the Seller at any time prior to the Initial Longstop Date.
- 2.5 If the Conditions are not satisfied in respect of a property by the Longstop Date either Party may terminate this Agreement so far it relates to the grant of a Lease of the relevant Property.

## 3. **TITLE**

- 3.1 The Buyer has prior to the date of this Agreement investigated, and accepts, the Seller's title to each Property. Accordingly the Buyer shall not raise any requisition or make any objection in relation to the Seller's title save for requisitions relating to previously undisclosed matters revealed by the usual pre-completion searches at the Land Registry in respect of any Property where the title is registered or the Land Charges Department and Companies House in respect of any Property where the title is unregistered.
- 3.2 Without prejudice to the generality of Clause 3.1 no objection or requisition shall be made in relation to the fact that the Seller does not have the original or an examined copy of any title deeds to the Properties.

## 4. **MATTERS AFFECTING THE PROPERTIES**

- 4.1 Each Property is sold subject to and where applicable with the benefit of the matters mentioned in Schedule 3 (so far as they affect that Property and are subsisting or capable of taking effect) and the Buyer is deemed to purchase with full knowledge of such matters. The Seller confirms that it has prior to the date of this Agreement disclosed to the Buyer in writing details of any such matters of which the Seller is aware.
- 4.2 The Seller has taken reasonable care to ensure that the information provided to the Buyer in relation to the Properties is accurate and up to date. However, the accuracy is not guaranteed and the Seller will have no liability for any inaccuracy or incompleteness of such information or where such information or documents have not been disclosed except:
  - 4.2.1 where such liability is caused by the Seller's negligence or deliberate misrepresentation;
  - 4.2.2 where such liability has arisen within three (3) years of the transfer of the Properties; and

4.2.3 where such liability exceeds (this information is contained in the exempt part of the report)of the Purchase Price of the Properties;

in any event where such liability exists, the Seller's liability shall not exceed (this information is contained in the exempt part of the report).

**5. TITLE GUARANTEE**

5.1 The Seller sells the Properties with full title guarantee.

**6. LETTING ARRANGEMENTS**

6.1 The Properties are sold subject to the Letting Arrangements and the rights of any persons of actual occupation and any other matters referred to in Schedule 3.

6.2 The sale excludes anything on any of the Properties which belongs to the Tenants or any occupiers, whether or not the Seller is aware of such matters. The Seller shall not be required to remove anything on or from the Properties prior to Completion.

**7. ENGROSSMENTS AND EXECUTION OF LEASE AND DUPLICATE**

7.1 The Seller shall procure that the Seller's Solicitors shall prepare an engrossment of the Lease for each Property and a duplicate thereof and supply such engrossments to the Buyer's Solicitors not later than five Working Days prior to the relevant Contractual Completion Date.

7.2 The Buyer shall procure that the engrossments of the Leases and the duplicates thereof (duly executed by the Buyer) shall be returned to the Seller's Solicitors not later than two Working Days after such engrossments have been delivered to the Buyer's Solicitors pursuant to Clause 7.1.

**8. COMPLETIONS**

8.1 Completion will be effected by the Seller granting to the Buyer a Lease of each Property in one of the forms annexed at Appendix 1 as appropriate to the relevant Property.

8.2 On each relevant Contractual Completion Date, Completion will be effected in relation to all Properties which remain to be Completed, in respect of which the Conditions have been satisfied.

8.3 The Seller acknowledges that the Conditions relate to statutory compliance and other matters in respect of the Properties in respect of which a reasonably prudent buyer would normally require to be satisfied before completing its purchase and accordingly, the Seller will use reasonable endeavours to satisfy the Conditions as soon as reasonably practicable.

8.4 The Parties have identified the Properties listed below for Completion on the Contractual Completion Date provided that if any Conditions remain to be satisfied in relation to any such Properties then the Parties will use reasonable endeavours to substitute an alternative Property in relation to which the Conditions have been or will be satisfied.

The Properties intended for Completion on the first Quarter Day following the date of this Agreement are:

8.4.1 [insert property numbers].

8.5 The Buyer confirms on the basis of the due diligence which it has undertaken prior to entering into this Agreement that it intends that the Conditions will be satisfied in respect of substantially all of the Properties.

8.6 The Parties acknowledge that the form of Lease is generic and accordingly between the date of this Agreement and Completion the Parties will agree (acting reasonably) appropriate amendments and details for each Lease to reflect the matters relevant to the Property the demise and the leases to which it is subject and if the Parties cannot agree the terms of any Lease, they may refer the

matter to an expert in accordance with paragraph 3 of Schedule 11, save that the expert shall be an independent solicitor (in default of agreement, to be appointed by the President for the time being (or the next most senior available officer) of the Law Society).

- 8.7 If following Completion either Party becomes aware of any such matter which should have been reflected in the engrossed Lease but was not the Parties shall act reasonably in agreeing an appropriate variation.
- 8.8 Completion shall take place on the relevant Contractual Completion Date and before the Completion Time. The relevant Contractual Completion Date shall also be the "completion date" for the purposes of the Standard Conditions.
- 8.9 The amount due to the Seller on Completion is the Apportioned Purchase Price together with any VAT (less any deposit already paid to the Seller or its agent) plus or minus any other sum due from the Seller or the Buyer to the other under this Agreement where such other sum is due upon Completion.
- 8.10 Any Completion by post or through a document exchange shall be at the Buyer's expense and risk and neither the Seller nor the Seller's Solicitors shall be liable for the loss of any documents so sent so long as they were properly addressed.

## 9. INSURANCE

9.1 In respect of any insurance policy maintained by the Seller:-

9.1.1 the Seller will maintain its existing insurance of each Property up to Completion and shall procure that such insurance complies with the relevant terms of the Letting Arrangements and shall procure either: (i) that the Buyer's interest is noted on the policy as a composite interest; or (ii) that the Buyer's interest as contracting purchaser will automatically be recognised under the terms of such policy of insurance; and

9.1.2 Standard Condition 7.1 shall apply save insofar as it shall be inconsistent with and/or varied by any of the provisions of this Clause 9 and/or save as otherwise stated in this Clause 9;

9.2 Standard Condition 7.1.2(f) shall not apply but instead if any Property shall have been destroyed or damaged in whole or in part prior to Completion by an event which constitutes an insured risk giving rise to an entitlement to a claim by the Seller under its insurance policy for payment by the insurer:-

9.2.1 towards the costs of reinstatement; and/or

9.2.2 in respect of loss of rent arising by reason of any entitlement of any of the Tenants for suspension of rent arising as a result of the occurrence of such insured risk ("**Loss of Rent**"),

the following provisions of this Clause 9.2 shall apply:-

- (a) the Seller shall make a proper claim under its insurance policy in relation to such matters;
- (b) the Seller shall pay to the Buyer the proceeds of such claim upon Completion or (if later) as soon as reasonably practicable following the receipt by the Seller of such proceeds as cleared funds save that the Seller may retain for its own benefit from the proceeds of any such claim an amount equivalent to:-
- (i) any costs, expenses, fees, overheads and disbursements of any nature whatsoever incurred by the Seller in relation to the reinstatement of that Property in respect of which such claim has been made;

- (ii) any Loss of Rent to the extent that the rent relates to any period which does not follow the Actual Completion Date (and where the sum recovered in respect of Loss of Rent relates in part to rent for any period which follows the Actual Completion Date then the entitlement to such recovered sum shall be apportioned in the same manner as rent is to be apportioned pursuant to this Agreement); and
- (iii) any sums due (or which has already been paid) to third parties.

9.3 If at Completion the Seller is entitled to receive from any of the Tenants or other third party a contribution to the premium and that contribution is not paid as at Completion such outstanding contribution shall be treated as "Seller's Outstanding Monies" for the purposes of Clause 13.

9.4 Subject only to the foregoing provisions of this Clause 9 and to the provisions of Clause 10 the Seller has no duty of care to protect and secure the Properties which are at the risk of the Buyer from (and including) the date of this Agreement.

## 10. MANAGEMENT PENDING COMPLETION

10.1 Subject to the provisions which follow in this Clause 10 the Seller shall until Completion continue to manage the Properties and provide such of the services as the Seller is obliged to provide under the terms of the Letting Arrangements in accordance with the principles of good estate management.

10.2 Subject to Clause 10.4 the Seller will not do any of the following in relation to any Property:-

- 10.2.1 vary or agree to vary any of the terms of any of the Letting Arrangements;
- 10.2.2 grant or agree to grant any new lease or licence or other occupation right;
- 10.2.3 accept or agree to accept a surrender of any of the Letting Arrangements;
- 10.2.4 forfeit or otherwise determine or seek to forfeit or otherwise determine any of the Letting Arrangements;
- 10.2.5 grant, give, issue or agree to grant or issue any consent or approval under any of the Letting Arrangements (save with the prior written consent of the Buyer such consent not to be unreasonably withheld or delayed)

except where the Seller is obliged to do so by the Letting Documents or statute.

10.3 The Seller will promptly notify the Buyer in writing of any written notice or application, registration or other written communication which the Seller may give to or receive from or have with any of the Tenants under or in relation to any of the Letting Arrangements and will supply on request such further information in relation to any such matter as may be in the possession of the Seller.

10.4 In relation to any consent or approval sought by any Tenant under any of the Letting Arrangements:-

- 10.4.1 the Seller shall act as the Buyer reasonably directs in writing and the Buyer shall indemnify the Seller against all costs, expenses, losses, demands, actions, liabilities, claims or proceedings whatsoever arising; and
- 10.4.2 the Buyer shall give the Seller its written direction upon any such matter within a reasonable period following the Seller's request for direction and the Buyer shall ensure that any such direction is reasonable and if the Buyer fails to give such written direction within a reasonable period following the Seller's request for direction or the direction given is unreasonable the Seller may proceed as it reasonably considers appropriate but without prejudice to any other rights which the Seller may have against the Buyer.

11. **SERVICE CHARGES**

This Clause 11 applies to any Property where the Seller as landlord is entitled to recover sums from the Tenants by way of service charge under a Letting Arrangement.

- 11.1 The Parties have entered into a property management agreement on or around the date hereof and the Parties shall cooperate in handing over of management of the relevant Properties so as to ensure that the Buyer can take over management on Completion.

12. **APPORTIONMENTS**

- 12.1 Income and outgoings shall be apportioned with effect from the Actual Completion Date (income and outgoings for the Actual Completion Date being apportioned to the Buyer).

- 12.2 Apportionment payments to be made pursuant to this Clause 12 shall be made upon Completion save that in the case of any income which has not then been received by the Seller payment shall be made when it is received.

- 12.3 Any sum to be apportioned shall be treated as:-

12.3.1 payable for the period which it covers except that in the case of an annual sum payable in instalments the amount to be apportioned to the Buyer of any such instalment shall be 1/365th of the annual sum for each day within the instalment period to which such instalment relates as shall be later than the Actual Completion Date; and

12.3.2 accruing from day to day and at the rate applicable from time to time.

- 12.4 The following monies payable by Tenants under the Letting Arrangements shall not be subject to apportionment as between the Seller and the Buyer:-

12.4.1 contributions to insurance premiums where the provisions of Clause 9 shall apply;

12.4.2 service charges where the provisions of Clause 11 shall apply;

12.4.3 VAT (and any such VAT which shall not have been paid to the Seller as at Completion and for which the Seller is obliged or shall have been obliged to account to HMRC shall be treated as Seller's Outstanding Monies pursuant to Clause 13); and

12.4.4 any sums which do not relate to a period in which the Actual Completion Date falls.

- 12.5 Interest payable by Tenants under the Letting Arrangements for late payment shall be apportioned as follows:-

12.5.1 interest payable in respect of any period to (and including) or preceding the Actual Completion Date shall be apportioned entirely to the Seller; and

12.5.2 interest payable in respect of any period which follows the Actual Completion Date shall be apportioned as between the Seller and the Buyer in the same ratios as the sum upon which interest is payable shall be apportioned.

- 12.6 The provisions of this Clause 12 take effect subject to any other provisions of this Agreement.

13. **OUTSTANDING MONIES**

13.1 In this Clause 13:-

13.1.1 **"Seller's Outstanding Monies"** means:-

- (a) Letting Income payable by any Tenant or Tenants (whether payable before or after Completion) and unpaid as at Completion in so far as the Seller shall be entitled to the same under the apportionment provisions contained in Clause 12 or otherwise under this Agreement; and
- (b) any other monies required to be dealt with as "Seller's Outstanding Monies" under this Clause 13 or by any other provision of this Agreement;

13.1.2 **"Buyer's Outstanding Monies"** means Letting Income payable by any Tenant or Tenants (whether payable before or after Completion) and unpaid as at Completion in so far as the Buyer shall be entitled to the same under the apportionment provisions contained in Clause 12 or otherwise under this Agreement; and

13.1.3 **"Outstanding Monies"** means monies which are either Seller's Outstanding Monies or Buyer's Outstanding Monies.

13.2 Following Completion the Seller shall remain entitled to all Sellers' Outstanding Monies and the Buyer shall be entitled to all Buyer's Outstanding Monies.

13.3 In respect of Seller's Outstanding Monies:-

13.3.1 where such Seller's Outstanding Monies relate to a Property subject to a "new tenancy" as defined by the Landlord and Tenant (Covenants) Act 1995 the Seller's Outstanding Monies shall not be assigned to the Buyer upon Completion; and

13.3.2 where such Seller's Outstanding Monies relate to any other tenancy:-

- (a) on Completion to the intent that any such Seller's Outstanding Monies shall remain the property of the Seller absolutely the Seller and the Buyer will enter into a deed (the "**Outstanding Monies Deed**") in the form of the draft annexed to this Agreement at Appendix 2;
- (b) the Seller shall procure that the Seller's Solicitors shall prepare engrossments of the Outstanding Monies Deed in duplicate and supply such engrossments to the Buyer's Solicitors not later than five Working Days prior to the Contractual Completion Date;
- (c) the Buyer shall procure that the engrossments of the Outstanding Monies Deed in duplicate duly executed by the Buyer shall be returned to the Seller's Solicitors not later than 2 Working Days after such engrossments have been delivered to the Buyer's Solicitors by the Seller's Solicitors; and
- (d) upon Completion the Seller shall be entitled to retain the Outstanding Monies Deed and shall procure that the duplicate duly executed by the Seller shall be delivered to the Buyer's Solicitors.

13.4 Any monies received after Completion from any Tenant or other person in respect of Outstanding Monies shall be applied in or towards settlement of the Buyer's Outstanding Monies due from that Tenant or other person in priority to any Seller's Outstanding Monies from that Tenant or other person.

13.5 If either the Seller or the Buyer receives any of the Outstanding Monies following Completion it shall pay to the other the share of such Outstanding Monies to which the other is entitled (if any) in

accordance with the provisions of this Clause 13 not later than five Working Days after receipt as cleared funds.

#### 14. **RENT DEPOSITS**

This Clause 14 applies to any Property where the Seller as landlord holds a Rent Deposit.

14.1 In this Clause 14 "**Rent Deposits**" means any monies held at Completion by the Seller as landlord, or a solicitor, stakeholder or other third party by way of deposit as security for payment of any rent reserved by or performance or observance of any covenant the part of any Tenants contained in any of the Letting Arrangements including any interest accrued on such monies and not by then paid or due in accordance with the deposit terms to any Tenants under the relevant Letting Arrangements.

14.2 On Completion the Seller:-

14.2.1 will transfer to the Buyer any Rent Deposits as are under the unfettered control of the Seller; and

14.2.2 will take such steps as are reasonably available to the Seller to enable the Buyer with effect from Completion to take the place of the Seller in relation any Rent Deposits which are held by a solicitor, stakeholder or other third party, or are otherwise not under the unfettered control of the Seller.

14.3 Upon Completion:-

14.3.1 the Seller and the Buyer will in respect of any Property enter into a deed of assignment in the form of the draft assignment agreement annexed at Appendix 3 in which:-

(a) the Seller will assign to the Buyer such right, title and interest (if any) of the Seller in each such deposit (subject always to the terms on which it is held);

(b) the Buyer will covenant with the Seller to comply with the terms on which the Rent Deposits are held and to indemnify the Seller against all claims, demands, actions and liabilities incurred by the Seller after Completion in respect of each such deposit arising by reason of any failure by the Buyer to observe and perform any obligation binding on the Seller in respect of each such deposit; and

14.3.2 the Buyer will enter into such direct covenants with the relevant Tenant or Tenants as are required under the terms on which the Rent Deposits are held.

14.4 The Seller and the Buyer will take all practicable steps to comply with their respective duties relating to Tenants' deposits protected under the Housing (Tenancy Deposit Schemes) Order 2007 and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007 and to demonstrate in writing to the other that those steps have been taken.

#### 15. **OUTSTANDING RENT REVIEW**

This Clause 15 applies to any Letting Arrangement where there is an outstanding rent review.

15.1 The Seller will not agree any rent review under any of the Letting Arrangements without the prior written consent of the Buyer (such consent not to be unreasonably withheld or delayed).

15.2 In the case of any rent review which is outstanding as at Completion:-

15.2.1 rent will be provisionally apportioned at Completion in accordance with Clause 12 at the rate then currently payable;

- 15.2.2 the Buyer will:-
- (a) keep the Seller fully informed at all times of all negotiations and proceedings relating to the rent review and promptly supply the Seller with any information or copies of documents relating to the rent review as are in the possession of the Buyer and as the Seller reasonably requests; and
  - (b) immediately following the ascertainment of the revised rent advise the Seller of the amount and the date of ascertainment;
- 15.2.3 any increase in rent will be apportioned in accordance with Clause 12 and any interest payable by the Tenant upon such increase as a result of the delay in the conclusion of the rent review will be apportioned as follows:-
- (a) interest payable in respect of any period to (and including) or preceding the Actual Completion Date will be apportioned entirely to the Seller; and
  - (b) interest payable in respect of any period which follows the Actual Completion Date will be apportioned as between the Seller and the Buyer in the same ratios as the increase in rent shall be apportioned;
- 15.2.4 any money to which the Seller is entitled under Clause 15.2.3 shall be treated as "Seller's Outstanding Monies" in accordance with Clause 13.

## 16. LEASE RENEWALS

This Clause 16 applies to any Letting Arrangement where there is a Renewable Tenancy.

### 16.1 In this Clause 16:-

16.1.1 "**LTA 1954**" means the Landlord and Tenant Act 1954;

16.1.2 "**Renewable Tenancy**" means any tenancy created by or arising out of any of the Letting Arrangements (including any tenancy created by or arising out of any underlease granted by the Tenant under any of the Letting Arrangements or any person deriving title thereunder whether immediate or derivative) to which sections 24 to 28 of the LTA 1954 apply where the contractual term has expired or will expire not later than 12 months after Completion and where the tenant or undertenant may be entitled to the grant of a new tenancy pursuant to the LTA 1954 by the Seller or the Seller's successors in title;

16.1.3 "**Relevant Tenant**" means in relation to any Renewable Tenancy the tenant or undertenant in whom the Renewable Tenancy is vested;

16.1.4 "**New Rent**" means any new or interim rent relating to the continuation or renewal of a Renewable Tenancy.

16.2 Save as required by law in relation to any Renewable Tenancy the Seller will not before Completion without the prior written consent of the Buyer (such consent not to be unreasonably held or delayed) either:-

16.2.1 serve or issue any notice or proceedings in relation to any Renewable Tenancy or take any other step under the LTA 1954; or

16.2.2 agree a New Rent.

16.3 If at Completion there are any subsisting proceedings under the LTA 1954 relating to a Renewable Tenancy the Seller and the Buyer will apply to the court for the Buyer to be substituted for the Seller as a party to the proceedings such application to be made as soon as reasonably practical following Completion.

- 16.4 If at Completion a New Rent may become payable to the Seller or the Seller's successors in title by the Relevant Tenant in relation to a Renewable Tenancy as from a date which will not be later than the Actual Completion Date but the New Rent has not been agreed or determined as at Completion:-
- 16.4.1 rent will be provisionally apportioned at Completion in accordance with Clause 12 at the rate then currently payable;
- 16.4.2 the Buyer will:-
- (a) use reasonable endeavours to procure that the New Rent is agreed or determined at the best rent reasonably achievable and without the New Rent being on a phased or stepped arrangement;
  - (b) not do or omit or suffer anything to be done or omitted whereby the New Rent cannot be determined;
  - (c) keep the Seller fully informed at all times of all negotiations and proceedings relating to the determination of the New Rent and promptly supply the Seller with any information or copies of documents relating to such determination as shall be in the possession of the Buyer and as the Seller shall reasonably request; and
  - (d) immediately following the ascertainment of the New Rent advise the Seller of the amount and the date of ascertainment;
- 16.4.3 any increase in rent will be apportioned in accordance with Clause 12 and any interest payable by the Tenant upon such increase as a result of the delay in the conclusion of the determination of the New Rent will be apportioned as follows:-
- (a) interest payable in respect of any period to (and including) or preceding the Actual Completion Date will be apportioned entirely to the Seller; and
  - (b) interest payable in respect of any period which follows the Actual Completion Date will be apportioned as between the Seller and the Buyer in the same ratios as the increase in rent shall be apportioned;
- 16.4.4 any money to which the Seller is entitled under Clause 16.4.3 shall be treated as "Seller's Outstanding Monies" in accordance with Clause 13.

## 17. MAINTENANCE DOCUMENTS

This Clause 17 applies to any Property where the Seller as landlord has the benefit of any Maintenance Documents relating to that Property.

- 17.1 In this Clause 17 "**Maintenance Documents**" means each of the following as may be in the possession or under the control of the Seller or its advisers:-
- 17.1.1 any manual or other set of instructions relating to the operation or maintenance of any building on or any plant, machinery or equipment on or serving that Property;
- 17.1.2 any contract, warranty or other document relating to the design, durability, capacity, construction, installation, alteration, repair or maintenance (as the case may require) of any building comprised within that Property or of any plant, machinery or equipment on or serving that Property or anything benefiting that Property including any structure supporting or protecting or access way or service or other installation serving that Property (whether or not with any other land); and

- 17.1.3 any plan, drawing or other illustration of the whole or any part of:-
- (a) any building on or supporting or protecting that Property;
  - (b) any plant, machinery or equipment on or serving that Property; and
  - (c) any water, sewerage, gas, electricity, telecommunication or other service on or serving or which may service that Property.

17.2 The Seller will deliver to the Buyer the originals or copies of all the Maintenance Documents (if any) upon Completion.

## 18. **ASSIGNMENT OF MAINTENANCE AGREEMENTS**

This Clause 18 applies to any Property where the Seller as landlord has the benefit of Maintenance Agreements relating to that Property.

18.1 In this Clause 18 "**Maintenance Agreements**" means agreements entered into by or on behalf of the Seller or any of its predecessors with third parties for the maintenance of, or the provision of supplies or services to, that Property and which would subsist as at Completion.

18.2 On or before Completion the Seller shall terminate the Maintenance Agreements which the Buyer has given prior written notice to the Seller that it requires to be terminated on the date specified in such notice.

18.3 If the Buyer serves notice to the Seller that it wishes to take an assignment of any Maintenance Agreement, the Seller shall (subject to obtaining the consent of any third party (if required)) assign or procure the assignment of each of the Maintenance Agreements specified in the notice to the Buyer. Each assignment to be in a form agreed with the Buyer, both Parties acting reasonably.

## 19. **CONTRACT RATE AND LATE PAYMENT**

19.1 The contract rate referred to in the Standard Conditions shall be the Contract Rate as defined in the Particulars annexed to this Agreement.

19.2 Any sum due from one party to any other under this Agreement which is not paid when it is due (other than the balance of the Purchase Price when Standard Condition 9.3.2 shall apply) shall bear interest at the Contract Rate for the period from the date when it fell due to the date of payment.

19.3 Where under this Agreement any payment from one party to any other is expressed to be payable within a stated period of time (the "**Payment Period**") and such payment is not made within the Payment Period such payment shall bear interest at the Contract Rate for the period commencing upon the first day of the Payment Period to and including the date of payment.

19.4 Nothing in this Clause 19 shall entitle any party to this Agreement to withhold or delay any payment of any sum payable under this Agreement after the date upon which it first becomes payable or in any other way affect any other rights which the party entitled to such payment shall have arising from any failure or delay in payment.

## 20. **SERVICE AND DELIVERY OF NOTICES AND OTHER DOCUMENTS**

Standard Condition 1.3 (as amended by Schedule 4) applies to the service of all notices and to the delivery of all documents under this Agreement.

21. **VALUE ADDED TAX<sup>1</sup>**

21.1 The Buyer shall in accordance with this Clause 21, promptly following receipt of a valid VAT invoice in respect thereof, pay any VAT properly chargeable in respect of any supply made by the Seller under this Agreement and any sum payable by the Buyer under or in connection with this Agreement shall accordingly be exclusive of VAT.

21.2 The Seller and Buyer intend that Article 5(1) of the Value Added Tax (Special Provisions) Order 1995 and section 49 of the Value Added Tax Act 1994 shall apply to the sale and purchase of the Properties under this Agreement so that it is treated as neither a supply of goods nor a supply of services for the purposes of VAT and accordingly:-

21.2.1 the Seller confirms that:

- (a) it (or the representative member of its VAT Group) is registered for VAT purposes; and
- (b) prior to the date hereof it has not (nor as a result of making a real estate election is treated as having) opted to tax (within the meaning of Schedule 10 of the Value Added Tax Act 1994) in respect of the Properties and it shall not so opt to tax prior to the Actual Completion Date;

21.2.2 the Seller warrants to the Buyer that it does not occupy the Properties itself and neither does any person who is a member of the same VAT Group as the Seller;

21.2.3 the Buyer undertakes that it will use its reasonable endeavours to become registered or treated as a member of a group for VAT purposes prior to the Actual Completion Date; and

21.2.4 the Buyer undertakes that following the Actual Completion Date it will hold the legal title in each Property as beneficial owner of that Property and warrants to the Seller that each Property will be held by the Buyer as an investment property for the purposes of securing a rental income, provided that, the foregoing notwithstanding, the Buyer is entitled to assign the legal title in each Property to [Nominee 1 Limited] and [Nominee 2 Limited] as nominees for the Buyer where the Buyer will retain the beneficial interest in each Property and will continue to be treated as the party making supplies of each Property for VAT purposes.

21.3 The Seller undertakes to preserve the VAT records relating to each Property on behalf of the Buyer for such period as may be required by law and shall during that period permit the Buyer or its agents reasonable access to them to inspect or make copies.

22. **NO SUB-SALES OTHER THAN TO GROUP UNDERTAKINGS**

22.1 The Seller is entitled to decline to grant the Lease(s) of the Properties:-

22.1.1 to any person other than the person or persons named in this Agreement as the Buyer or any wholly owned Group Undertaking of the Buyer;

22.1.2 at more than the Purchase Price; and/or

22.1.3 at a price divided between different parts of the Properties other than in accordance with the apportionment of the Purchase Price set out in Schedule 1

unless the Buyer is ready and willing and able to complete the purchase of the Properties to be completed on the relevant Contractual Completion Date.

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<sup>1</sup> PMDN: VAT position to be finalised, to reflect the Council and HDV's tax position and completion in tranches.

22.2 The Buyer shall be entitled to require the Seller to grant the Lease(s) to a wholly owned Group Undertaking of the Buyer.

23. **INSOLVENCY OF BUYER**

If the Buyer becomes Insolvent prior to Completion then the Seller may prior to Completion serve written notice on the Buyer to terminate this Agreement. If the Seller does serve such notice then such Insolvency shall be deemed to be a breach of this Agreement by the Buyer for the purposes of Standard Condition 9.2.

24. **CORPORATE BUYER CEASING TO EXIST OR BEING STRUCK OFF**

If the Buyer is a company or corporation and is either struck off from the Register of Companies at the Companies Registry or otherwise ceases to exist then the Seller may prior to Completion serve written notice on the Buyer's Solicitors to terminate this Agreement. If the Seller does serve such notice then the fact that the Buyer has been struck off from the Register of Companies at the Companies Registry or otherwise ceased to exist shall be deemed to be a breach of this Agreement by the Buyer for the purposes of Standard Condition 9.2.

25. **REGISTRATION OF AGREEMENT AT THE LAND REGISTRY**

The Buyer shall not note this Agreement against any registered title to any Property other than by virtue of a unilateral notice and shall not without the written consent of the Seller (which may be withheld in the Seller's absolute discretion) send either the original or a copy of this Agreement to the Land Registry Provided always that this Clause shall not prevent the Buyer making an application for registration of its title following Completion.

26. **REGISTRATION OF LEASE AT THE LAND REGISTRY**

In respect of any Property where title to the Property is leasehold following completion of the Lease, the Buyer shall:-

26.1 apply to register the Lease at the Land Registry without delay;

26.2 deal with any requisitions raised by the Land Registry promptly and properly; and

26.3 send the Seller official copies of the title within five Working Days of completion of the registration.

27. **CAPITAL ALLOWANCES**

27.1 The Buyer and the Seller agree that, so far as possible, the amount of capital expenditure which was treated for the purpose of the Capital Allowances Act 2001 (the "**CAA**") as incurred by the Seller on the provision of the relevant Fixtures shall be treated as incurred by the Buyer on the relevant Fixtures for the purposes of the CAA.

27.2 In this Clause, "**Fixtures**" means items of plant and machinery at any Property which are fixtures for the purposes of Chapter 14 Part 2 CAA.

28. **ENERGY PERFORMANCE CERTIFICATE**

28.1 To the extent an EPC is not available prior to the Actual Completion Date, the Buyer shall following the Actual Completion Date:-

28.1.1 permit the Seller and all persons authorised by the Seller (with or without equipment) at reasonable times and on reasonable notice to enter each relevant Property to carry out any inspection and survey as may be required to prepare an energy performance certificate as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012 for the Properties (the "**EPC Regulations**") provided that the Seller causes as little inconvenience as reasonably practicable and makes good any damage caused to that Property; and

28.1.2 supply to the Seller all information data plans and specifications that the Seller (and its agents) may reasonably require from time to time to comply with its obligations to provide an energy performance certificate under the EPC Regulations.

29. **ENVIRONMENTAL MATTERS**

The provisions of Schedule 7 shall apply to this Agreement.

30. **NON MERGER**

30.1 This Agreement shall continue in full force and effect notwithstanding Completion.

31. **ENTIRE AGREEMENT**

31.1 This Agreement contains the entire agreement between the Parties and may only be varied or amended by a document signed by or on behalf of all of the Parties and making reference to this Clause.

31.2 The Buyer acknowledges that it is entering into this Agreement without placing any reliance upon any representation or statement (written or oral) which may have been made by the Seller or any agent, advisor or other person acting for the Seller and the Buyer shall not have any rights in relation to any representation or statement made by the Seller or any agent, advisor or other person acting for the Seller but the foregoing provisions of this Clause 31.2 shall not apply to any representation or statement as may be made in this Agreement or may have been made or confirmed in any written communication from the Seller's Solicitors to the Buyer's Solicitors.

32. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT**

32.1 Subject to Clause 32.2 a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or have the benefit of any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

32.2 The Seller's Solicitors shall have the benefit of Clause 8.10.

33. **TUPE AND PENSIONS**

33.1 The provisions of Schedule 10 shall apply in relation to TUPE and pensions.

34. **GOVERNING LAW AND JURISDICTION**

34.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

34.2 The Parties submit to the exclusive jurisdiction of the High Court of England and Wales in relation to any dispute or claim arising out of or in connection with this Agreement or in relation to its existence or validity (including non-contractual disputes or claims).

**SCHEDULE 1**

**THE PROPERTIES<sup>2</sup>**

<b>Ref</b>	<b>Project Property Description</b>	<b>Land Registry Property Description</b>	<b>Title Number</b>	<b>Registered Proprietor</b>	<b>Tenure of Property</b>	<b>Date Of Official Copies</b>	<b>Headlease Details if Leasehold</b>	<b>Apportioned Price (£)**</b>	<b>Tranche Number</b>
<b>(this information is contained in the exempt part of the report): Tesco Store 226-248 High Road (Blenheim Rise)</b>									
(this information is contained in the exempt part of the report)	Tesco Store 226-248 High Road (Blenheim Rise)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	Tesco Store 226-248 High Road (Blenheim Rise)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Tesco Store 226-248 High Road (Blenheim Rise)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): Garman Road Industrial Area</b>									

<sup>2</sup> PMDN: Final title details and apportionments to be verified and inserted and Appendix 5 to be updated accordingly

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	Garman Road Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Arches 1-2 South and 1-14 North St James's Lane (Railway Arches)</b>									
(this information is contained in the exempt part of the report)	Arches 1-2 South and 1-14 North St James's Lane (Railway Arches)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 4-26 Commerce Road</b>									
(this information is contained in the exempt part of the report)	4-26 Commerce Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Leaside Industrial Estate</b>									

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	Leeside Industrial Estate	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	Leeside Industrial Estate	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		
<b>(this information is contained in the exempt part of the report) Salisbury Rd shops</b>									
(this information is contained in the exempt part of the report)	Salisbury Rd shops	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Veryan Court</b>									
(this information is contained in the exempt part of the report)	Veryan Court	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	AppORTioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): 18-56 Great Cambridge Road</b>									
(this information is contained in the exempt part of the report)	18-56 Great Cambridge Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Roseberry Industrial Park (Phase 1)</b>									
(this information is contained in the exempt part of the report)	Roseberry Industrial Park (Phase 1)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): 342-352 Lordship Lane</b>									
(this information is contained in the exempt part of the report)	342-352 Lordship Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Suites 1, 2 and 3 Bernard Road and 23-31 Bernard Road</b>									
(this information is contained in the exempt part of the report)	Suites 1,2 and 3 Bernard Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	23 -31 Bernard Road.	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Rosebery Estate (phase 2)</b>									
(this information is contained in the exempt part of the report)	Rosebery Estate (phase 2)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
report)					report)	report)			
<b>(this information is contained in the exempt part of the report): Constable Crescent Industrial Area</b>									
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)			exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	Constable Crescent Industrial Area	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

**(this information is contained in the exempt part of the report): 161-171, 177, 185-195 Park Lane including Neighbourhood Resource Centre**

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	161-171, 177, 185-195 Park Lane including Neighbourhood Resource Centre	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	161-171, 177, 185-195 Park Lane including Neighbourhood Resource Centre	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 464-472 High Road</b>									
(this information is contained in the exempt part of the report)	464-472 High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	464-472 High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

Ref	Project Property Description	Land Registry Description	Property	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)				exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)			
(this information is contained in the exempt part of the report)	464-472 High Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 200 Willoughby Lane</b>										
(this information is contained in the exempt part of the report)	200 Willoughby Lane	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 5-47 Fladbury Road</b>										
(this information is contained in the exempt part of the report)	5-47 Fladbury Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 15-20 Charter Court</b>										

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	15-20 Charter Court	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 352-386 Lordship Lane</b>									
(this information is contained in the exempt part of the report)	352 - 386 Lordship Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2-6 Gourley Place</b>									
(this information is contained in the exempt part of the report)	2-6 Gourley Place	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 28-44 Church Road</b>									
(this information is contained in the exempt part of the report)	28-44 Church Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

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part of the report)					part of the report)	part of the report)		of the report)	
(this information is contained in the exempt part of the report)	28-44 Church Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	28-44 Church Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	28-44 Church Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): Ellenborough Court</b>									
(this information is contained in the exempt part of the report)	532-538 Lordship Lane Ellenborough Court	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): 7 Holcombe Road</b>									
(this information is contained in the exempt part of the report)	7 Holcombe Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 832-838a High Road</b>									
(this information is contained in the exempt part of the report)	832-838a High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2-26 St Anns Road and 37-39 High Road</b>									
(this information is contained in the exempt part of the report)	2-26 St Anns Road and 37-39 High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 684a and 684b High Road</b>									
(this information is contained in the exempt part of the report)	684a and 684b High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

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in the exempt part of the report)			exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)		exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 17 South Grove</b>									
(this information is contained in the exempt part of the report)	17 South Grove Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Enterprise Row</b>									
(this information is contained in the exempt part of the report)	Enterprise Row	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	Enterprise Row	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

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(this information is contained in the exempt part of the report)	Enterprise Row	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		
(this information is contained in the exempt part of the report)	Enterprise Row	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		
(this information is contained in the exempt part of the report)	Enterprise Row	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		
(this information is contained in the exempt part of the report)	Enterprise Row	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		
<b>(this information is contained in the exempt part of the report): Stonebridge Centre</b>									

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	Stonebridge Centre	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Units 1-20 Frontier Works</b>									
(this information is contained in the exempt part of the report)	Units 1-20 Frontier Works	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 1-4 Edgecot Grove</b>									
(this information is contained in the exempt part of the report)	1-4 Edgecot Grove	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	1-4 Edgecot Grove	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

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(this information is contained in the exempt part of the report)	1-4 Edgecot Grove	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 505 &amp; 511 Depot Archway Road</b>									
(this information is contained in the exempt part of the report)	505 & 511 Depot Archway Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 13-27 Station Road</b>									
(this information is contained in the exempt part of the report)	13-27 Station Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 551B High Road</b>									
(this information is contained in the exempt part of the report)	551B High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

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part of the report)					part of the report)	part of the report)			
<b>(this information is contained in the exempt part of the report): 1 - 5 Vincent Rd</b>									
(this information is contained in the exempt part of the report)	1-5 Vincent Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land North Side of Sedge Road</b>									
(this information is contained in the exempt part of the report)	Land North Side of Sedge Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 42-44 Park Road</b>									
(this information is contained in the exempt part of the report)	42-44 Park Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	42-44 Park Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)			exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)			
(this information is contained in the exempt part of the report)	42-44 Park Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 590 Seven Sisters Road</b>									
(this information is contained in the exempt part of the report)	590 Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 129-163 High Cross Road</b>									

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	129 - 163 High Cross Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2-10 Markfield Road</b>									
(this information is contained in the exempt part of the report)	2-10 Markfield Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 178 and 178a Stroud Green Road</b>									
(this information is contained in the exempt part of the report)	178 and 178a Stroud Green Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

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<b>(this information is contained in the exempt part of the report): 23-31 Great Cambridge Road</b>									
(this information is contained in the exempt part of the report)	23-31 Great Cambridge Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2-24 Walton Road</b>									
(this information is contained in the exempt part of the report)	2-24 Walton Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Mildura Court 1-38 Church Lane (and 18 Gisburn Road)</b>									
(this information is contained in the exempt part of the report)	Mildura Court 1-38 Church Lane (and 18 Gisburn Road)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	Mildura Court 1-38 Church Lane (and 18 Gisburn Road)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

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part of the report)						part of the report)	part of the report)			
<b>(this information is contained in the exempt part of the report): Tottenham Lane Play Centre (rear of 101 Tottenham Lane)</b>										
(this information is contained in the exempt part of the report)	Tottenham Lane Play Centre (rear of 101 Tottenham Lane)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 100 Tower Gardens Road</b>										
(this information is contained in the exempt part of the report)	100 Tower Gardens Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Morrison Yard 551a High Road</b>										
(this information is contained in the exempt part of the report)	Morrison Yard, 551a High Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2-22 Victoria Road</b>										
(this information	2-22 Victoria	(this information is contained in the exempt part of the report)		(this information	(this information is	(this information	(this information		(this information	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
is contained in the exempt part of the report)	Road		is contained in the exempt part of the report)	contained in the exempt part of the report)	is contained in the exempt part of the report)	is contained in the exempt part of the report)		is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	2-22 Victoria Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	2-22 Victoria Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	2-22 Victoria Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	2-22 Victoria Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 7 High Street</b>									
(this information is contained	7 High Street	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part	(this information is contained in the exempt part of the	(this information is contained in the	(this information is contained in the		(this information is contained in the	

Ref	Project Property Description	Land Registry Description	Property	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)				of the report)	report)	exempt part of the report)	exempt part of the report)		exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land at Durnford Street</b>										
(this information is contained in the exempt part of the report)	Land (yard) at Durnford Street	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 41-47 Grovelands Road</b>										
(this information is contained in the exempt part of the report)	41-47 Grovelands Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Tottenham Green Workshops</b>										
(this information is contained in the exempt part of the report)	Tottenham Green Workshops	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 594 High Road</b>										

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	594 High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Station House 73c Stapleton Hall Road</b>									
(this information is contained in the exempt part of the report)	Station House 73c Stapleton Hall Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 355 High Road</b>									

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	355 High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 676 High Road</b>									
(this information is contained in the exempt part of the report)	676 High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Gourley Depot, Gourley Street</b>									
(this information is contained in the exempt part of the report)	Gourley Depot, Gourley Street	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	Gourley Depot, Gourley Street	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): Elm Lea Trading Estate</b>									
(this information is contained in the exempt part of the report)	Emlea Trading Estate	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 139-155 Station Road</b>									
(this information is contained in the exempt part of the report)	139-155 Station Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land at 702-712 Seven Sisters Road</b>									
(this information is contained in the exempt part of the report)	Land at 702-712 Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2a Coleraine Road</b>									
(this information is contained in the exempt part of the report)	2a Coleraine Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Description	Property	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)				exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)		exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 1-13 Willoughby Lane</b>										
(this information is contained in the exempt part of the report)	1-13 Willoughby Lane	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	1-13 Willoughby Lane	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 40 Bromley Road</b>										
(this information is contained in the exempt part of the report)	40 Bromley Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 731 High Road</b>										
(this information is contained in the exempt part of the report)	731 High Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
is contained in the exempt part of the report)			in the exempt part of the report)	the exempt part of the report)	contained in the exempt part of the report)	contained in the exempt part of the report)		is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land at Summerland Gardens (126-138 Muswell Hill and substation to rear of 3 Hillfield Park)</b>									
(this information is contained in the exempt part of the report)	Land at Summerland Gardens (126-138 Muswell Hill and substation to rear of 3 Hillfield Park)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 260 Langham Road</b>									
(this information is contained in the exempt part of the report)	260 Langham Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 5 Wordsworth Parade</b>									
(this information is contained in the exempt part of the report)	Shop 5 Wordsworth Parade	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): Ambulance Station, 69b Bounds Green Road</b>									
(this information is contained in the exempt part of the report)	Ambulance Station, 69b Bounds Green Road Office 69b Bounds Green Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 216 Middle Lane</b>									
(this information is contained in the exempt part of the report)	216 Middle Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 30 Hornsey Park Road</b>									
(this information is contained in the exempt part of the report)	30 Hornsey Park Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Units 1-9 Rainbow Works</b>									

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	Units Rainbow Works 1-9	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	Units Rainbow Works 1-9	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		
<b>(this information is contained in the exempt part of the report): 80-82 St James Lane</b>									
(this information is contained in the exempt part of the report)	80-82 St James Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 102-103 Meridian Walk</b>									
(this information is contained in the exempt part of the report)	102-103 Meridian Walk	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Description	Property	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	102-103 Meridian Walk	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	102-103 Meridian Walk	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	102-103 Meridian Walk	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	102-103 Meridian Walk	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): Land opposite Enfield Crematorium (The Dell)</b>										

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	Land opposite Enfield Crematorium (The Dell)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 14 Tewkesbury Road and 355 Seven Sisters Road</b>									
(this information is contained in the exempt part of the report)	14 Tewkesbury Road and 355 Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land At 46-48 Tewkesbury Road</b>									
(this information is contained in the exempt part of the report)	46-48 Tewkesbury Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	46-48 Tewkesbury Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): Harvey House 1-27 Pembroke Road</b>									
(this information is contained in the exempt part of the report)	Harvey House, 1-27 Pembroke Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 11-13 High Street</b>									
(this information is contained in the exempt part of the report)	11-13 High Street	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 730 and land to rear of 730 Seven Sisters Road</b>									
(this information is contained in the exempt part of the report)	730 and land to rear of 730 Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)			exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)		exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 375-379 Green Lanes</b>									
(this information is contained in the exempt part of the report)	375-379 Green Lanes	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 16 High Street</b>									
(this information is contained in the exempt part of the report)	16 High Street	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land at 2 Tavistock Road</b>									
(this information is contained in the exempt part of the report)	Premises north of Tavistock Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	AppORTIONED Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): 109-127 High Cross Road</b>									
(this information is contained in the exempt part of the report)	109 - 127 High Cross Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Units 1-3 Adams Mews</b>									
(this information is contained in the exempt part of the report)	Units 1-3 Adams Mews	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 5a and 7a Tetherdown</b>									
(this information is contained in the exempt part of the report)	5a and 7a Tetherdown	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): 157 Gloucester Road</b>									
(this information is contained in the exempt part of the report)	157 Gloucester Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 32 High Street</b>									
(this information is contained in the exempt part of the report)	32 High Street	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 694-700 Seven Sisters Road</b>									
(this information is contained in the exempt part of the report)	694-700 Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Former Park Lane Community Centre, 46 Park Lane</b>									
(this information is contained in the exempt part of the report)	Former Park Lane Community Centre	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)			exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)		exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Acacia House, Douglas Road</b>									
(this information is contained in the exempt part of the report)	Acacia House, Douglas Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 132 Lordship Lane</b>									
(this information is contained in the exempt part of the report)	132 Lordship Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2 Tavistock Road (Anastasia House)</b>									
(this information is contained in the exempt part of the report)	2 Tavistock Road (Anastasia House)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	2 Tavistock Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
is contained in the exempt part of the report)	(Anastasia House)		is contained in the exempt part of the report)	contained in the exempt part of the report)	is contained in the exempt part of the report)	is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): Woodside Park, High Road</b>									
(this information is contained in the exempt part of the report)	Woodside Park, High Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Burghley Road Play Centre 23 Burghley Road</b>									
(this information is contained in the exempt part of the report)	Burghley Road Play Centre, 23 Burghley Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 22 Wightman Road</b>									
(this information is contained in the exempt part of the report)	22 Wightman Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): Devon Close Play Shelter</b>									
(this information is contained in the exempt part of the report)	Devon Close Play Shelter	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 680-692 Seven Sisters Road</b>									
(this information is contained in the exempt part of the report)	680-692 Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	680-692 Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): Broadwater Farm Enterprise Works</b>									
(this information is contained in the exempt part of the report)	Broadwater Farm Enterprise	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Description	Property	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
contained in the exempt part of the report)	Works			in the exempt part of the report)	the exempt part of the report)	contained in the exempt part of the report)	contained in the exempt part of the report)		in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land r/o 718-720 Seven Sisters Road</b>										
(this information is contained in the exempt part of the report)	Land to rear of 718-720 Seven Sisters Rd	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land r/o 622 Lordship Lane</b>										
(this information is contained in the exempt part of the report)	Land rear of 622 Lordship Lane	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 2a Beaconsfield Road</b>										
(this information is contained in the exempt part of the report)	2a Beaconsfield Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Description	Property	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): Land at rear of 36 Millmead Road</b>										
(this information is contained in the exempt part of the report)	Land to the rear of 36 Millmead Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Land at 78-92 Stamford Road</b>										
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
(this information is contained in the exempt part of the report)	78-92 Stamford Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)			exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): Land at 72 White Hart Lane</b>									
(this information is contained in the exempt part of the report)	Land at 72 White Hart Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Broadwater Farm Health Clinic</b>									
(this information is contained in the exempt part of the report)	Broadwater Farm Health Clinic	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Former Tiverton Community Centre</b>									
(this information is contained in the exempt part of the report)	Former Tiverton Community Centre	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	AppORTIONED Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	Former Tiverton Community Centre	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 199-201 Phillip Lane</b>									
(this information is contained in the exempt part of the report)	199-201 Phillip Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
(this information is contained in the exempt part of the report)	199-201 Phillip Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)			
<b>(this information is contained in the exempt part of the report): 11, 13, 15 Clarendon Road</b>									
(this information is contained in the exempt part of the report)	11, 13, 15 Clarendon Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
<b>(this information is contained in the exempt part of the report): 14 Turnpike Lane</b>									
(this information is contained in the exempt part of the report)	14 Turnpike Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 30 &amp; 32 Lymington Avenue</b>									
(this information is contained in the exempt part of the report)	30-32 Lymington Avenue	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Former Effingham Depot</b>									
(this information is contained in the exempt part of the report)	243a Wightman Road (Former Effingham Depot)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 68 Park Road</b>									
(this information is contained in the exempt part of the report)	68 Park Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

Ref	Project Property Description	Land Registry Property Description	Property Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
in the exempt part of the report)			exempt part of the report)	part of the report)	in the exempt part of the report)	in the exempt part of the report)		exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 357-357a Seven Sisters Road</b>									
(this information is contained in the exempt part of the report)	357-357a Seven Sisters Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Neville House, Neville Place</b>									
(this information is contained in the exempt part of the report)	Neville House, Neville Place	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): Munro Works</b>									
(this information is contained in the exempt part of the report)	Munro Works	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 71 Lordship Lane</b>									

Ref	Project Property Description	Land Registry Property Description	Title Number	Registered Proprietor	Tenure of Property	Date Of Official Copies	Headlease Details if Leasehold	Apportioned Price (£)**	Tranche Number
(this information is contained in the exempt part of the report)	71 Lordship Lane	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	
<b>(this information is contained in the exempt part of the report): 266 Tiverton Road</b>									
(this information is contained in the exempt part of the report)	266 Tiverton Road	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)	(this information is contained in the exempt part of the report)		(this information is contained in the exempt part of the report)	

(this information is contained in the exempt part of the report)

**SCHEDULE 2**

**NOT USED**

**DRAFT**

### SCHEDULE 3

#### MATTERS AFFECTING THE PROPERTIES

1. In respect of each Property, the rights, covenants, easements and other matters contained or referred to in the Property Register and Charges Register of the relevant title number set out in Schedule 1 other than any financial charges as at the date of the relevant official copy set out in schedule 1.
2. The matters contained or referred to in the Lease.
3. All matters which are or have been:-
  - 3.1 (where a Property is not registered) unregistered interests which override first registration under Schedule 1 of the Land Registration Act 2002; and
  - 3.2 (where a Property is registered) unregistered interests which override registered dispositions under Schedule 3 of the Land Registration Act 2002.
4. The matters mentioned in Standard Condition 3.1.2.
5. All local land charges, whether or not registered before this Agreement was entered into and all matters capable of registration as local land charges, whether or not actually registered.
6. All notices served and orders, demands, proposals or requirements made by any local or any public authority after the date of this Agreement.
7. All actual or proposed orders, directions, notices, charges, restrictions, conditions, agreements and other matters arising under any legislation affecting any Property.

## SCHEDULE 4

### VARIATIONS TO THE STANDARD CONDITIONS

1. Standard Conditions 1.1.1(g), 3.1.3, 3.3, 6.4.2, 6.6.5 and 8.7 do not apply.

2. Standard Condition 1.3 is amended to read as follows:-

#### "1.3 Notices and Documents

- 1.3.1 A notice required or authorised by the contract must be in writing.
- 1.3.2 Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent by fax (but it is not validly given or sent if sent by e-mail)
- 1.3.3 Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document delivered when it is received.
- 1.3.4 (a) A notice or document sent through the document exchange is received when it is available for collection.
- (b) A notice or document which is received after 4.00 pm on a Working Day, or on a day which is not a Working Day, is to be treated as having been received on the next Working Day.
- 1.3.5 Condition 1.3.7 applies unless there is proof:-
- (a) that a notice or document has not been received, or
- (b) of when it was received.
- 1.3.6 Unless the actual time of receipt is proved, a notice or document sent by the following means is treated as having been received as follows:-
- (a) by first class post: before 4.00 pm on the second Working Day after posting unless returned undelivered;
- (b) by second-class post: before 4.00 pm on the third Working Day after posting unless returned undelivered;
- (c) through a document exchange: before 4.00 pm on the first Working Day after the day on which it would normally be available for collection by the addressee unless returned undelivered;
- (d) by fax: one hour after despatch unless it is proved that the fax was not received.
- 1.3.7 In condition 1.3.7, "first class post" means a postal service which seeks to deliver posted items no later than the next Working Day in all or the majority of cases.

1.3.8 In addition:-

- (a) any notice addressed to a party by name shall not be rendered invalid by reason of the party having died, become insolvent or changed name, whether or not the party serving notice is aware of the fact;
- (b) any notice required to be given by a party may be given on that party's behalf by that party's conveyancer;
- (c) a notice shall be considered as given to a party if delivered to the address given for that party in this agreement. If such party shall wish, during the currency of this agreement, to nominate an alternative address for service, such other address shall only be deemed to be substituted for the original address for service when such party's conveyancer shall have advised the other party's conveyancer in writing of such alternative address and such advice shall have been acknowledged in writing by the other party's conveyancer; and
- (d) the foregoing provisions of this condition 1.3 shall also apply (mutatis mutandis) to the delivery of documents."

3. Standard Condition 3.1.2 is amended as follows:-

3.1 Standard Condition 3.1.2(d) is amended to read:-

"entries made before the date of the contract in any public register except mortgages and monetary charges protected by such entries in registers maintained by the Land Registry or its Land Charges Department or by the Companies Registry."

3.2 Standard Condition 3.1.2 is extended as follows:-

"(f) any matters, other than mortgages and monetary charges, which would have been revealed to the buyer if before the date of the contract he had made all searches enquiries and inspections regarding the property which a prudent buyer would make

so far as the same are still subsisting at completion, are capable of taking effect and relate to the property."

4. Standard Condition 6.1.3 is extended as follows:-

"But the foregoing provisions of this condition 6.1.3 apply only to documents in the possession of the seller or its mortgagee".

5. Standard Condition 8.3.6(a) shall be amended to read:

"(a) within 5 Working Days of receipt of the same the buyer is to pay to the seller the amount of any payments the buyer receives from the tenants in respect of reimbursement for expenditure on goods or services already incurred by the seller prior to Completion which are properly recoverable from such tenants."

6. Standard Condition 8.3.8 shall be amended by inserting the following word as the start:

"Where agreed by the Seller"

**SCHEDULE 5**

**NOT USED**

**DRAFT**

**SCHEDULE 6**

**NOT USED**

**DRAFT**

## SCHEDULE 7

### ENVIRONMENTAL MATTERS

#### 1. DEFINITIONS

In this Schedule the following expressions shall have the following meanings:-

**"Environment"** means all or any of the following media, namely air, water (including without limitation water in drains and sewers) or land (including without limitation such media within buildings or other natural or man made structures, above, on or below ground) and any living organisms or ecosystems supported by such media

**"Hazardous Substances"** means any substances whether in solid, liquid or gaseous form, which are capable of causing harm to human health or to the Environment whether alone or in combination with any other substances

#### 2. SOLD WITH INFORMATION

The Buyer acknowledges that:-

- 2.1 it has been afforded the opportunity of carrying out any survey or inspection that it would wish to conduct and is aware that the Seller gives no warranty as to the state and condition of the Property or its suitability for any future use;
- 2.2 it is purchasing the Property on the basis of its own enquiries, inspections and surveys; and
- 2.3 this Agreement is not entered into in reliance upon any representations made but not embodied in this Agreement.

#### 3. AGREEMENT ON LIABILITY

The Buyer and the Seller agree:-

- 3.1 should the Seller be identified as an appropriate person to undertake any remediation of the Environment in relation to the Property or any adjoining property by any regulatory authority or third party then the Parties agree that such remediation is the sole responsibility of and shall be undertaken by and at the cost of the Buyer. The Parties acknowledge that this Agreement is an agreement on liabilities for the purposes of exclusion from and apportionment and attribution of liability for remediation of contaminated land (as referred to in paragraphs 7.29 and 7.30 of section 7 of Defra publication entitled "Contaminated Land Statutory Guidance April 2012");
- 3.2 to provide a copy of this Agreement to the relevant regulatory authority in circumstances where the Seller has been identified as an appropriate person to undertake remediation of contaminated land in order that the regulating authority shall give effect to this Agreement and neither Party will challenge this Agreement; and
- 3.3 the Buyer shall not issue any civil criminal or administrative proceedings actions or claims against the Seller nor to seek to join the Seller into any proceedings actions or claims which relate to the presence of any Hazardous Substance in on at under or from the Property.

(this information is contained in the exempt part of the report)

#### 4.

**SCHEDULE 8**

**NOT USED**

**DRAFT**

**SCHEDULE 9**

**NOT USED**

**DRAFT**

## SCHEDULE 10<sup>3</sup>

### TUPE AND PENSIONS

#### PART 1

#### TUPE AND EMPLOYEES

#### 1. DEFINITIONS

<b>"Direct Losses"</b>	means all damages, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an indemnity basis) proceedings, demands and claims whether arising under statute, contract or at common law but excluding Indirect Losses
<b>"Employees"</b>	means the employees of the Council wholly and/or mainly engaged in providing services related to the Properties immediately before Completion whose names are listed in [Appendix [ ]], save for those who object to their transfer pursuant to Regulation 4(7) of TUPE or otherwise resign or treat their employment as terminated
<b>"Employee Liability Information"</b>	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of TUPE
<b>"Employee Schedule"</b>	means the schedule at Appendix [ ]
<b>"Indirect Losses"</b>	means loss of profit, loss of use, loss of production, loss of business, loss of business opportunity or any claim for consequential loss or for indirect loss of any nature but excluding any of the same that relate to loss of revenue under this Agreement
<b>"Relevant Transfer"</b>	a relevant transfer for the purposes of TUPE
<b>"Returning Employees"</b>	means those persons who were employed by the development manager and/or any sub-contractor wholly and/or mainly in the services immediately before the transfer date
<b>"Sub-Contractor"</b>	means any sub-contractor appointed by the Seller to perform any part of the Services
<b>"Transfer Date"</b>	means the date on which the employment of the Transferring Employees transfer to the Buyer pursuant to TUPE
<b>"Transferring Employees"</b>	means the Employees whose contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this Agreement between the Council and InvLLP, a contract of employment with someone other than the Council
<b>"TUPE"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or any other regulations enacted for the purpose of implementing the Acquired

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<sup>3</sup>PMDN: Subject to wider discussion – to be updated once central position finalised.

Rights Directive (Council Directive 77/187/EEC as amended by Council Directive 98/50/EEC and consolidated in Council Directive 2001/23/EEC) into English Law

## 2. TUPE AND EMPLOYEES

### 2.1 Relevant Transfers

The Parties agree that the transfer of the Properties to the Buyer on Completion may constitute a Relevant Transfer and that the contracts of employment (together with any collective agreement) of the Transferring Employees shall have effect (subject to Regulation 4(7) of TUPE) thereafter as if originally made between those employees and the Buyer except insofar as such contracts relate to any benefits for old age, invalidity or survivors under any occupational pension scheme (save as required under sections 257 and 258 of the Pensions Act 2004).

2.2 On the occasion of a Relevant Transfer of the Transferring Employees the Seller and Buyer shall, and the Buyer shall procure that any Sub-Contractor, will comply with their respective obligations under TUPE.

### 2.3 Offer of Employment

2.3.1 If TUPE does not apply to any person who is an Employee, the Buyer shall offer to or shall procure the offer by the relevant Sub-Contractor to each and every such employee a new contract of employment commencing on the Completion Date under which the terms and conditions including full continuity of employment shall not differ from those enjoyed immediately prior to the Transfer Date (except insofar as such terms and conditions relate to an occupational pension scheme and the identity of the employer) and the offer shall be in writing, shall be open to acceptance for a period of not less than ten (10) Business Days and shall be made:

- (a) if it is believed that TUPE will not apply to a person, not less than ten (10) Business Days before the Transfer Date; or
- (b) if it is believed that TUPE applies to a person but it is subsequently decided that TUPE does not so apply, as soon as is practicable and in any event no later than ten (10) Business Days after that decision is known to the Buyer.

2.3.2 Where any such offer as referred to in paragraph 2.3.1 is accepted, the Seller shall indemnify and keep indemnified in full the Buyer on the same terms and conditions as those set out in paragraphs 2.6.1, 2.6.2 of this Schedule 10 as if there had been a Relevant Transfer in respect of each and every Transferring Employee who has accepted any such offer.

2.3.3 Where any such offer as referred to in paragraph 2.3.1 is accepted, the Buyer shall or shall procure that any Sub-Contractor shall act in all respects as if TUPE had applied to each and every Employee who has accepted any such offer and shall comply with Part 2 (Pensions) of this Schedule in respect of each and every such employee [who was immediately before the Transfer Date a Transferring Employee.]

2.3.4 Where any such offer as referred to in paragraph 2.3.1 is not accepted, the Seller may dismiss the Employee with immediate effect and the Buyer shall indemnify and keep indemnified the Seller against all costs, liabilities and expenses (including reasonable legal expenses) which the Seller may suffer or incur in respect of that dismissal.

### 2.4 Emoluments and Outgoings

2.4.1 The Seller shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Transfer Date.

- 2.4.2 The Buyer shall be responsible or shall procure that any relevant Sub-Contractor is responsible for all remuneration, benefits, entitlements and outgoings in respect of the Employees and any other person who is or will be employed or engaged by the Buyer or any Sub-Contractor in connection with the provision of any of the Services in respect of the Properties, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Transfer Date in respect of Employees that are Transferring Employees and from and including the date of the commencement of employment with the Buyer or the Sub-Contractor in respect of any other Employees.

## 2.5 Employment Details

The Seller has before the date of this Agreement provided the Buyer with the Employee Schedule and Employee Liability Information and the same shall be kept up to date during the period up to the Transfer Date.

## 2.6 Indemnities

- 2.6.1 The Seller shall indemnify and keep indemnified in full the Buyer and any Sub-Contractor (for itself and for the benefit of each relevant Sub-Contractor) against all Direct Losses incurred by the Buyer or any relevant Sub-Contractor in connection with or as a result of:

- (a) a breach by the Seller of its obligations under paragraph 2.3.1;
- (b) any claim or demand by any of the Employees arising before the transfer of their employment to the Buyer or any Sub-Contractor as a result of any act, default or omission by the Seller;
- (c) any failure by the Seller to comply with its obligations under Regulations 13 and 14 of TUPE, or any award of compensation under Regulation 15 of TUPE, save where such failure arises from the failure of the Buyer or any Sub-Contractor to comply with its duties under Regulation 13 of TUPE; and
- (d) any claim or demand by any Employee or by any trade union or staff association or employee representative in respect of all or any of the Employees, in either case arising directly or indirectly from any act, default or omission of the Seller in relation to any such employee prior to the Transfer Date.

- 2.6.2 Where any liability in relation to any Transferring Employee, in respect of his or her employment by the Seller or its termination which transfers in whole or part in accordance with TUPE arises partly as a result of any act or omission occurring before the Transfer Date and partly as a result of any act or omission occurring on or after the Transfer Date, the Seller shall indemnify and keep indemnified in full the Buyer or the relevant Sub-Contractor against only such part of the Direct Losses sustained by the Buyer or any Sub-Contractor in consequence of the liability as is reasonably attributable to the act or omission occurring before the Transfer Date.

- 2.6.3 The Buyer shall indemnify and keep indemnified in full the Seller against:

- (a) all Direct Losses incurred by the Seller in connection with or as a result of any claim or demand against the Seller by (i) any person who is or has been employed or engaged by the Buyer or any Sub-Contractor in connection with the provision of any of the Services or (ii) any trade union or staff association or employee representative in respect of any such person, in either case where such claim arises as a result of any act, default or omission of the Buyer and/or any Sub-Contractor after the Transfer Date;
- (b) all Direct Losses incurred by the Seller in connection with or as a result of a breach by the Buyer of its obligations under paragraph 2.4.2; and

- (c) all Direct Losses incurred by the Seller in connection with or as a result of any claim by any Transferring Employee, trade union or staff association or employee representative (whether or not recognised by the Seller and/or the relevant Sub-Contractor in respect of all or any of the Transferring Employees) arising from or connected with any failure by the Buyer and/or any Sub-Contractor to comply with any legal obligation to such trade union, staff association or other employee representative whether under Regulation 13 of TUPE, or otherwise and, whether any such claim arises or has its origin before or after the date of the Transfer Date.

2.6.4 The Buyer shall indemnify and keep indemnified in full the Seller, against all Direct Losses incurred by the Seller in connection with or as a result of:

- (a) any claim by any Transferring Employee that the identity of the Buyer or the relevant Sub-Contractor is to that Transferring Employee's detriment or that any proposed or actual substantial change by the Buyer or any Sub-Contractor to the Transferring Employees' working conditions or any proposed measures of the Buyer or the relevant Sub-Contractor are to that employee's detriment whether such claim arises before or after the Transfer Date; and
- (b) any claim arising out of any misrepresentation or mis-statement whether negligent or otherwise made by the Buyer or Sub-Contractor to the Transferring Employees or their representatives whether before on or after the Transfer Date and whether liability for any such claim arises before on or after the Transfer Date.

## 2.7 **Provision of Details and Indemnity**

The Buyer shall as soon as reasonably practicable and in any event within five (5) Business Days following a written request by the Seller provide to the Seller details of any measures which the Buyer or any Sub-Contractor envisages it or they will take in relation to any employees who are or who will be the subject of a Relevant Transfer, and if there are no measures, confirmation of that fact, and shall indemnify the Seller against all Direct Losses resulting from any failure by the Buyer to comply with this obligation.

## 2.8 **Sub-Contractors**

In the event that the Buyer enters into any Sub-Contract in connection with this Agreement, it shall impose obligations on its Sub-Contractors in the same terms as those imposed on it pursuant to this Part 1 and to Part 2 (Pensions) and shall procure that the Sub-Contractor complies with such terms. The Buyer shall indemnify and keep the Seller indemnified in full against all Direct Losses, incurred by the Seller or any Future Service Provider as a result of or in connection with any failure on the part of the Buyer to comply with this paragraph and/or the Sub-Contractor's failure to comply with such terms.

# PART 2

## PENSIONS

### 1. **DEFINITIONS**

**"Admission Body"** means a transferee admission body for the purposes of the LGPS Regulations

**"Administering Authority"** means the Council acting in its capacity as the administering authority of the LGPS Fund for the purposes of the LGPS Regulations

<b>Buyer's Scheme</b>	means the pension scheme or schemes nominated by the Buyer and/or relevant sub-contractor in accordance with paragraph 2.8 of this Schedule.
<b>Cessation Date</b>	means any date on which the Buyer or any sub- contractor (as appropriate) ceases to be an Admission Body other than as a result of the termination of this Agreement or because it ceases to employ any Eligible Employees
<b>"Council"</b>	means the Mayor and Burgesses of the London Borough of Haringey Council acting in its capacity as scheme employer for the purposes of the LGPS Fund and the LGPS Regulations
<b>"Eligible Employees"</b>	means the employees who are either active members of or eligible to join the LGPS immediately before the Service Transfer Date
<b>"LGPS"</b>	means the Local Government Pension Scheme established pursuant to regulations made by the Secretary of State in exercise of powers under sections 7 and 12 of the Superannuation Act 1972
<b>"LGPS Fund"</b>	means the Haringey Pension Fund within the LGPS
<b>"LGPS Regulations"</b>	means the Local Government Pension Scheme Regulations 2013 (SI2013/2356) (as amended and replaced from time to time.)
<b>"Partner Admission Agreement"</b>	means the admission agreement in the Agreed Form entered into in accordance with the LGPS Regulations by the Administering Authority, the Council, the Seller and the Buyer or sub-contractor (as appropriate)
<b>"Relevant Transfer"</b>	means a relevant transfer of an undertaking for the purposes of TUPE
<b>"Service Transfer Date"</b>	means the date on which the Relevant Transfer occurs
<b>"Transferring Employees"</b>	means employees of the Seller (excluding, without limitation, any person engaged by the Seller as an independent contractor or persons employed by any sub-contractor engaged by the Seller) whose contract of employment becomes, by virtue of the application of TUPE in relation to what is done for the purposes of carrying out this Agreement between the Seller and the Buyer, a contract of employment with someone other than the Seller

## 2. **PENSION PROVISIONS**

### 2.1 **Buyer to Become an Admission Body**

Subject to the provisions of paragraph 2.7, where the Buyer or a sub-contractor employs any Eligible Employees from the Service Transfer Date, the Buyer shall procure that it and/or each relevant sub-contractor shall become an Admission Body on or before the Service Transfer Date so that the Eligible Employees shall remain eligible for membership of the LGPS from the Service Transfer Date. The Buyer shall before the Service Transfer Date execute and procure that each relevant sub-contractor executes a Partner Admission Agreement, which will have effect from and including the Service Transfer Date.

### 2.2 **Partner Admission Agreement**

The Seller shall procure that, before the Service Transfer Date, the Council shall execute each of the Partner Admission Agreements referred to in paragraph 2.1 (Buyer to Become an Admission

Body) and shall procure that the Council shall use reasonable endeavours to ensure that the Administering Authority executes each such Partner Admission Agreement before the Service Transfer Date.

### **2.3 Indemnity for a Breach of the Partner Admission Agreement**

Without prejudice to the generality of this paragraph 2.3, the Buyer hereby indemnifies The Seller and/or the Council and/or any Future Service Provider and, in each case, their sub-contractors on demand from and against all losses suffered or incurred by it or them which arise from any breach by the Buyer or any sub-contractor of the terms of the Partner Admission Agreement to the extent that such liability arises before or as a result of the termination or expiry of this Agreement (howsoever caused and including such losses which arise as a result of a claim by the Council against The Seller).

### **2.4 Indemnity or Bond**

Without prejudice to the generality of the requirements of this paragraph, the Buyer shall procure that it and each relevant sub-contractor shall as soon as reasonably practicable obtain any indemnity or bond required in accordance with the Partner Admission Agreements.

### **2.5 Right of Set Off**

The Seller shall have a right to set off against any payments due to the Buyer under this Agreement an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Buyer or from any relevant sub-contractor (as applicable) under the Partner Admission Agreement.

### **2.6 LGPS Funding and Contributions**

2.6.1 The Buyer and any sub-contractor shall be responsible for the payment to the Administering Authority of all employer contributions and any other payments as are due under the LGPS Regulations and the Partner Admission Agreement in respect of each of the Eligible Employees which relate to or arise in the period from the Service Transfer Date.

2.6.2 The Seller shall procure that the Council shall use its reasonable endeavours to procure that the contributions payable by the Buyer and any sub-contractor in respect of the Eligible Employees are calculated on the basis that the pension rights of the Eligible Employees in respect of the LGPS Fund accrued prior to the Service Transfer Date are fully funded as at the Service Transfer Date on an ongoing basis in accordance with the assumptions applied by the Administering Authority in the latest triennial valuation.

### **2.7 Buyer Ceases to be an Admission Body**

If the Buyer or any sub-contractor employs any Eligible Employees from the Service Transfer Date and:

2.7.1 the Buyer or any relevant sub-contractor does not wish to offer those Eligible Employees membership of the LGPS;

2.7.2 the Seller, the Buyer or any relevant sub-contractor are all of the opinion that it is not possible to operate the provisions of paragraphs 2.1 (Buyer to Become an Admission Body) to 2.5 (Right of Set Off) inclusive; or

2.7.3 if for any reason after the Service Transfer Date the Buyer or any relevant sub-contractor ceases to be an Admission Body other than on the date of termination or expiry of this Agreement or because it ceases to employ any Eligible Employees

then the provisions of paragraphs 2.1 (Buyer to Become an Admission Body) to 2.5 (Right of Set Off) inclusive shall not apply (without prejudice to any rights of the Seller under those paragraphs) and the provisions of paragraph 2.8 (Buyer's Scheme) shall apply.

## 2.8 Buyer's Scheme

Where this paragraph 2.8 applies pursuant to paragraph 2.7, the following shall apply:

- 2.8.1 the Buyer shall or shall procure that any relevant sub-contractor shall not later than the Service Transfer Date or the Cessation Date (as the case may be) nominate to the Seller and the Council in writing the occupational pension scheme or schemes which it proposes shall be (the Buyer's Scheme for the purposes of this paragraph 2.8). Such pension scheme or schemes must be:
- (a) established within three (3) months of the Service Transfer Date or Cessation Date (as the case may be) and maintained until any payment to be made under Schedule x (Bulk Transfer Terms) is made;
  - (b) reasonably acceptable to the Seller and the Council (such acceptance not to be unreasonably withheld or delayed);
  - (c) a registered pension scheme for the purposes of Part 4 of the Finance Act 2004; and
  - (d) certified by the Government Actuary's Department or an actuary nominated by the Council in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are the same as, broadly comparable to or better than those benefits provided by the LGPS.
- 2.8.2 the Buyer undertakes to the Seller that it shall and shall procure that any relevant sub-contractor shall procure that:
- (a) the Eligible Employees shall by three (3) months before the Service Transfer Date or the Cessation Date (as the case may be) be offered membership of the Buyer's Scheme with effect from and including the Service Transfer Date or Cessation Date (as the case may be);
  - (b) the Buyer's Scheme shall provide benefits in respect of the Eligible Employees' periods of service on and after the Service Transfer Date or Cessation Date (as the case may be) which the Government Actuary's Department or an actuary nominated by the Council in accordance with relevant guidance produced by the Government Actuary's Department shall certify to be the same as, broadly comparable to or better than the benefits which the Eligible Employees were entitled to under the LGPS at the Service Transfer Date or the Cessation Date (as the case may be);
  - (c) if the Buyer's Scheme is terminated, a replacement pension scheme shall be provided with immediate effect for those Eligible Employees who are still employed by the Buyer or relevant sub-contractor. The replacement scheme must comply with this paragraph 2.8 (Buyer's Scheme) as if it were the Buyer's Scheme;
  - (d) before the Service Transfer Date or Cessation Date (as the case may be) the trustees of the Buyer's Scheme shall undertake by deed to the Council and to the Administering Authority that they shall co-operate with the provisions of paragraphs 2.8 (Buyer's Scheme), 2.10 (Undertaking from the Buyer) and Schedule x (Bulk Transfer Terms) to the extent applicable to them; and
  - (e) where the Buyer's Scheme has not been established at the Service Transfer Date or Cessation Date (as the case may be), the Eligible Employees shall be

provided with benefits in respect of death-in-service which are no less favourable than the death-in-service benefits provided by the LGPS immediately before the Service Transfer Date or Cessation Date (as the case may be). Such benefits will continue to be provided until death-in-service benefits are provided by the Buyer's Scheme;

- (f) The Buyer undertakes to the Seller that within three (3) months of the Service Transfer Date or Cessation Date (as the case may be), the Buyer will (and shall procure that any relevant sub-contractor shall) offer or procure that there is offered to each Eligible Employee who agrees to become a member of the Buyer's Scheme an invitation to transfer the benefits he had accrued under the LGPS into the Buyer's Scheme; and

2.8.3 Schedule x (Bulk Transfer Terms) shall apply in relation to the terms for bulk transfers from the LGPS to the Buyer's Scheme following the Service Transfer Date and any subsequent bulk transfers on termination or expiry of this Agreement.

## 2.9 **Transfer from the LGPS to the Buyer's Scheme**

2.9.1 The Seller shall procure that the Council shall use reasonable endeavours to ensure that the Administering Authority transfers from the LGPS Fund to the Buyer's Scheme an amount in respect of the transferring Eligible Employees' service in the LGPS Fund before the Service Transfer Date or Cessation Date (as the case may be) calculated in accordance with Schedule x (Bulk Transfer Terms) and the LGPS Regulations.

2.9.2 Payment to the Buyer's Scheme of the amount calculated under paragraph 2.9.1 shall only be made on the following conditions:

- (a) the Buyer and/or relevant sub-contractor has complied with all its obligations; and
- (b) the trustees of the Buyer's Scheme have confirmed in writing that:
- (c) a payment should be made in accordance with the LGPS Regulations and that they shall accept payment on the terms set out in this [Agreement] and in Schedule x (Bulk Transfer Terms);
- (d) they shall accept liability for each transferring Eligible Employee's accrued contracted out rights under the LGPS Fund; and
- (e) they shall accept the amount paid in accordance with clause 2.9.1 in full and final settlement of all claims against the LGPS Fund in respect of each transferring Eligible Employee.

2.9.3 For each Eligible Employee who accepts the invitation to transfer in paragraph 2.8.2(f) in writing, the Buyer shall (and shall procure that each relevant sub-contractor shall) ensure that the Buyer's Scheme provides such benefits as the Administering Authority's Actuary certifies to be of actuarially equivalent value to the benefits which would have been payable under the LGPS in respect of the Eligible Employee's past service before the Service Transfer Date or the Cessation Date (as the case may be) if he had remained a member of the LGPS.

## 2.10 **Undertaking from the Buyer**

The Buyer undertakes to the Seller that:

2.10.1 all information which the Seller or the Administering Authority or their respective professional advisers may reasonably request from the Buyer or any relevant sub-contractor for the administration of the LGPS or concerning any other matters raised in

paragraph 2.8 (Buyer's Scheme), paragraph 2.9 or Schedule x (Bulk Transfer Terms) shall be supplied to them as expeditiously as possible;

- 2.10.2 it shall not and shall procure that any relevant sub-contractor shall not, without the consent in writing of the Council (which shall only be given subject to the payment by the Asset Manager or the relevant sub-contractor of such reasonable costs as the Council or the Administering Authority may require) consent to instigate, encourage or assist any event which could impose on the LGPS or on the Council a cost in respect of any Eligible Employee greater than the cost which would have been payable in respect of that Eligible Employee had that consent, instigation, encouragement or assistance not been given;
- 2.10.3 until the Service Transfer Date, it shall not and shall procure that any relevant sub-contractor shall not issue any announcements (whether in writing or not) to the Eligible Employees concerning the matters stated in paragraphs 2.1 (Buyer to Become an Admission Body) to 2.7 (Buyer Ceases to be an Admission Body) inclusive without the consent in writing of the Council and the Administering Authority (not to be unreasonably withheld or delayed);
- 2.10.4 it shall not and shall procure that any relevant sub-contractor shall not take or omit to take any action which would materially affect the benefits under the LGPS or under the Buyer's Scheme of any Eligible Employees who are or will be employed wholly or partially in connection with the Services without the prior written agreement of the Council (not to be unreasonably withheld or delayed) provided that the Buyer and/or such sub-contractor will be so entitled without the requirement of consent to give effect to any pre-existing contractual obligations to any Eligible Employees; and
- 2.10.5 it shall and shall procure that any relevant sub-contractor shall offer any of its Eligible Employees who cease to be engaged in the provision of the Services and thereby cease to be eligible for membership of the LGPS membership of the Buyer's Scheme as soon as reasonably practicable after ceasing to be so engaged.

## 2.11 **Discretionary Benefits**

- 2.11.1 Where the Buyer or a sub-contractor is an Admission Body, the Buyer shall and/or shall procure that any relevant sub-contractor shall award benefits (where permitted) to the Eligible Employees under the LGPS Regulations and/or the LGPS in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council; and
- 2.11.2 Where the award of benefits in paragraph 2.11.1 is not permitted under the LGPS Regulations and/or the LGPS or the Buyer and/or a sub-contractor is not an Admission Body, the Buyer shall and/or shall procure that any sub-contractor shall award benefits to the Eligible Employees which are identical to the benefits the Eligible Employees would have received under the LGPS Regulations and/or the LGPS in circumstances where the Eligible Employees would have received such benefits had they still been employed by the Council.
- 2.11.3 Under paragraph 2.11.1 and 2.11.2, where such benefits are of a discretionary nature, they shall be awarded on the basis of the Council's written policy in relation to such benefits at the time of the Service Transfer Date (which the Seller shall procure that the Council will provide upon request). Where the payment of such benefits is not, for whatever reason, possible, the Buyer shall and/or shall procure that any relevant sub-contractor shall compensate the Eligible Employees in a manner which is broadly comparable or equivalent in cash terms.

## 2.12 **Claims from Eligible Employees or Trade Unions**

The Buyer hereby indemnifies the Seller and/or any Future Service Provider and, in each case, their sub-contractors from and against all losses suffered or incurred by it or them which arise from claims by Eligible Employees of the Seller and/or any Future Service Provider and any sub-

contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Eligible Employees against the Seller or against the Council which losses:

2.12.1 relate to pension rights in respect of periods of employment on and after the Service Transfer Date until the date of termination or expiry of this Agreement; or

2.12.2 arise out of the failure of the Buyer and/or any relevant sub-contractor to comply with the provisions of this paragraph 2 before the date of termination or expiry of this Agreement.

## 2.13 **Liability for Costs**

The costs of the Council or the Seller necessarily and reasonably incurred in connection with the Partner Admission Agreement and/or of obtaining the necessary certification of comparability in accordance with paragraph 2.8 (Buyer's Scheme) shall be borne by the Buyer.

## 2.14 **Transfer to another Employer**

Save on expiry or termination of this Agreement, if the employment of any Eligible Employee transfers to another employer (by way of a transfer under TUPE) the Buyer shall and shall procure that any relevant sub-contractor shall:

2.14.1 consult with and inform those Eligible Employees of the pension provisions relating to that transfer; and

2.14.2 procure that the employer to which the Eligible Employees are transferred (the "**New Employer**") complies with the provisions of this paragraph 2 provided that references to the "sub-contractor" will become references to the New Employer, references to "Service Transfer Date" will become references to the date of the transfer to the New Employer and references to "Eligible Employees" will become references to the Eligible Employees so transferred to the New Employer.

## 2.15 **Pension Issues on Expiry or Termination**

The Buyer shall and shall procure that any relevant sub-contractor shall:

2.15.1 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Buyer or any sub-contractor in the provision of the Services on the expiry or termination of this Agreement (including without limitation identification of the Eligible Employees);

2.15.2 promptly provide to the Seller or to the Council such documents and information mentioned in paragraph 2.15.1 which the Council or the Seller may reasonably request in advance of the expiry or termination of this Agreement; and

2.15.3 fully co-operate (and procure that the trustees of the Buyer's Scheme shall fully co-operate) with the reasonable requests of the Council or the Seller relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Buyer or any sub-contractor in the provision of the Services on the expiry or termination of this Agreement.

## 2.16 **Transfers from Buyer's Scheme**

2.16.1 The Buyer undertakes to the Seller that on:

2.16.2 the termination of this [Agreement]; or

2.16.3 the expiry or termination of any sub-contract in the case of a relevant sub-contractor; or

2.16.4 the employment of any Eligible Employees transferring to a new employer;

the Buyer shall (and shall procure that each relevant sub-contractor shall) procure that the trustees of the Buyer's Scheme offer bulk transfer terms in respect of the relevant Eligible Employees' service in the Buyer's Scheme to the pension scheme of the Seller, the Council or any Future Service Provider (or their sub-contractors), any new sub-contractor or any new employer (as applicable) which are no less favourable (in the opinion of the Administering Authority's Actuary or an actuary appointed by the Council) than the bulk transfer terms set out in the schedule (x) (Bulk Transfer Terms).

**2.17 Compliance with law**

The Buyer shall and shall procure that any sub-contractor shall, as a minimum, comply in relation to each of its employees engaged in the Services with all applicable requirements in relation to auto-enrolment and related matters under Chapter 1 of Part 1 of the Pensions Act 2008 and the requirements in relation to pension protection on transfer of employment under TUPE and, if applicable, under sections 257 and 258 of the Pensions Act 2004.

**2.18 Third Party Rights**

The Seller and the Buyer or sub-contractor agree that the pension provisions contained in this Part 2 of Schedule 10 and in Schedule (x) (Bulk Transfer Terms) will be directly enforceable by the Employees against the Buyer or any sub-contractor (as the case may be) under the Contracts (Rights of Third Parties) Act 1999.

**2.19 Indemnity**

Without prejudice to the generality of this Part 2 of Schedule 10, the Buyer hereby indemnifies the Seller and/or the Council and/or any Future Service Provider and, in each case, their sub-contractors on demand from and against all losses suffered or incurred by it or them which arise from any breach by the Buyer or any Sub-Contractor of the terms of this Part 2 of Schedule 10 (howsoever caused and including such losses which arise as a result of a claim by the Council against the Seller).

**SCHEDULE 11**

**ENTRY CONDITION**

(this information is contained in the exempt part of the report)

DRAFT

.....  
For and on behalf of Seller

.  
. .  
. .  
. .  
. .  
. .

.....  
[Director]<sup>4</sup> duly authorised on behalf of the Buyer

DRAFT

---

<sup>4</sup> Buyer execution block to be updated.

**APPENDIX 1**  
**DRAFT LEASE(S)**

**DRAFT**

**APPENDIX 2**

**DRAFT DEED REFERRED TO IN CLAUSE 13.3.2**

**DATED** \_\_\_\_\_ **20[ ]**

(1) [ ]

(2) [ ]

---

**DEED**  
relating to the assignment of outstanding letting income  
in relation to Property at  
[ ]

---



**Pinsent Masons**

**THIS DEED** is made on

[REDACTED]

**BETWEEN:-**

- (1) [REDACTED] (No [REDACTED]) of/whose registered office is at [REDACTED] (the "**Seller**"); and  
(2) [REDACTED] (No [REDACTED]) of/whose registered office is at [REDACTED] (the "**Buyer**").

**IT IS AGREED** as follows:-

**1. INTERPRETATION**

In this Deed:-

- "Property"** means that property situate at [REDACTED] being Property [REDACTED] as more particularly described in the Sale and Purchase Agreement
- "Sale and Purchase Agreement"** means an Agreement dated [REDACTED] made between the Seller and the Buyer whereby the Seller agreed to sell the Property
- "Seller's Outstanding Monies"** means such "Seller's Outstanding Monies" as defined by the Sale and Purchase Agreement as shall relate to such tenancy or tenancies as in each case shall not be a "new tenancy" as defined by the Landlord and Tenant (Covenants) Act 1995
- "Tenant" and "Tenants"** each have the meanings designated to such expressions by the Sale and Purchase Agreement

**2. ASSIGNMENT**

The Buyer with full title guarantee hereby assigns to the Seller:-

- 2.1 the right to the Seller's Outstanding Monies to the intent that following completion of the sale and purchase of the Property pursuant to the Sale and Purchase Agreement the Seller's Outstanding Monies shall remain the property of the Seller absolutely; and
- 2.2 the benefit of and the right to enforce the covenants on the part of the relevant Tenants (and any guarantor or surety of any such Tenant) to pay such monies assigned to the Seller.

**3. APPOINTMENT**

The Buyer hereby irrevocably appoints the Seller as attorney of the Buyer to enforce in the name of the Buyer any covenants to pay as referred to in Clause 2.2 of this Deed and the Buyer agrees that:-

- 3.1 the Seller is authorised to retain for the Seller's absolute benefit all money recovered by the Seller as the attorney of the Buyer and any costs incurred by the Seller in connection with the recovery of such sums and is authorised to give effectual receipts or discharges for such sums; and
- 3.2 the Buyer will ratify all things properly done by the Seller as attorney of the Buyer and do all things and enter all documents necessary to enable the Seller to obtain payment of the Seller's Outstanding Monies.

4. **INDEMNITY**

The Seller agrees:-

- 4.1 to indemnify the Buyer against all costs, expenses, losses, demands, actions, liabilities, claims or proceedings whatsoever arising from anything done or purported to be done by the Seller in the name of or as the attorney of the Buyer in relation to the matters referred to in this Deed; and
- 4.2 that in the recovery or attempted recovery of any Seller's Outstanding Monies the Seller will not exercise any rights of re-entry or forfeiture against any Tenant.

**IN WITNESS** of which the Seller and the Buyer have executed this Deed the day and year first before written above.

DRAFT

**SIGNED** (but not delivered until the date hereof)  
**AS A DEED** by  
[REDACTED]  
acting by:-

)  
)  
)  
)  
)

Director

Director/Secretary

**SIGNED** (but not delivered until the date hereof)  
**AS A DEED** by  
[REDACTED]  
acting by:-

)  
)  
)  
)  
)

Director

Director/Secretary

DRAFT

**EXECUTED** as a deed )  
(but not delivered until dated) by )  
[REDACTED] )  
acting by a director )  
in the presence of:- )

Signature of witness .....

Name (in block capitals) .....

Address .....

.....

.....

.....

DRAFT

**APPENDIX 3**

**DEED OF ASSIGNMENT OF RENT DEPOSITS**

**DATED** \_\_\_\_\_ [ ]

(1) [ ]

(2) [ ]

---

**DEED OF ASSIGNMENT OF RENT DEPOSIT**  
in relation to a letting of  
*[Insert Premises]*

---

**THIS ASSIGNMENT** made on

[ ]

**BETWEEN:-**

- (1) [ ] (No [ ]) of/whose registered office is at [ ] (the "**Seller**"); and  
(2) [ ] (No [ ]) of/whose registered office is at [ ] (the "**Buyer**").

**WHEREAS:-**

The Seller and the Buyer have entered into an Agreement dated [ ] (the "**Agreement**") by virtue of which:-

- (A) the Seller agreed to sell and the Buyer agreed to buy (inter alia) the Property known as [ ] (the "**Property**");  
(B) the Seller agreed to assign to the Buyer on the terms and conditions set out in the Agreement the benefit of the matters referred to in this Deed; and  
(C) [on the date of this this Deed] the Seller granted a lease of the Property to the Buyer.

**NOW THIS DEED WITNESSES** as follows:-

1. **INTERPRETATION**

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

"Lease" means the Lease of [insert details of premises] dated [ ] and made between [ ] and [ ]

"Rent Deposit Deed" means the rent deposit deed dated [ ] between [ ] and [ ]

"Rent Deposit Sum" means the monies held at the date of this Deed under Rent Deposit Deed being [insert figure] plus any accrued interest

"Tenant" means the tenant under the Rent Deposit Deed

1.2 Terms defined in the Rent Deposit Deed have the same meaning where used in this Deed.

2. **ASSIGNMENT AND RECEIPT**

2.1 In consideration of the covenants on the part of the Buyer contained in this Deed the Seller assigns to the Buyer all the Seller's rights, title and benefits (whether legal or equitable) in or arising out of the Rent Deposit Deed.

2.2 The Buyer acknowledges receipt of the Rent Deposit Sum.

3. **BUYER'S COVENANTS**

[3.1 The Buyer covenants with the Seller and (as a separate covenant) with the Tenant forthwith to apply the Rent Deposit Sum to the credit of an account in the name of the Buyer in accordance with the provisions of the Rent Deposit Deed and will forthwith give notice of this Deed to the Tenant.]

3.2 The Buyer covenants with the Seller and (as a separate covenant) with the Tenant to hold and deal with the Rent Deposit Sum and all other monies from time to time held by the Buyer under the Rent Deposit Deed in accordance with the terms thereof and will hereafter observe and perform the

obligations on the part of the landlord contained in the Rent Deposit Deed as if the Buyer has been named as the landlord.

3.3 The Buyer covenants with the Seller with effect from the date of this Deed to indemnify and keep the Seller fully indemnified from and against all costs, claims, demands, actions and liabilities whatsoever arising out of any future non-observance or non-performance of the obligations on the part of the landlord contained in the Rent Deposit Deed.

4. **EXCLUSION OF THIRD PARTY RIGHTS**

Nothing in this Deed is intended to confer any benefit on any person who is not a party to it or referred to therein.

**EXECUTED AS A DEED** on the date which first appears in this Deed.

DRAFT

**APPENDIX 4**  
**FORM OF ENVIRONMENTAL REPORT**

DRAFT

**APPENDIX 5 INCOME SCHEDULE ALSO CONTAINING LIST OF TOP 50 PROPERTIES**

DRAFT