

## FIFTH SCHEDULE

## DEED OF COVENANT BY THE COMPANY

THIS DEED OF COVENANT made on the \_\_\_\_\_ day of \_\_\_\_\_ 2007

## BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of the Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG (the "Council"); and
- (2) **POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED** (Company Number 03249344) whose registered office is situated at 167A East India Dock Road, London E14 0EA (the "Company").

WITNESSETH as follows:

## 1. DEFINITIONS

In this Deed the words and phrases defined in Clause 1.1 of the Principal Agreement shall have the same meanings herein as therein and "Principal Agreement" shall mean the agreement of even date herewith and made between the same parties as the parties hereto in which the Council agrees to transfer the Property to the Company.

## 2. CONSIDERATION AND COMPANY'S COVENANTS

2.1 In consideration of the Council completing the Principal Agreement the Company **HEREBY COVENANTS** with the Council as set out in Clauses 2.2 to 2.26 below:

2.1.1 Each of the covenants shall be construed as a separate covenant and shall not be limited or restricted by reference to or inference from the terms of any other covenant or any clause of this Deed or the Principal Agreement.

2.1.2 In the event of any breach of any of the covenants the Council may serve upon the Company notice of the breach and if within a period of twenty eight days following service of such notice (or such other period as the parties may agree) the breach has not been or is not capable of remedy the Council shall be entitled to claim damages for such breach from the Company **PROVIDED THAT** and it is **HEREBY AGREED** that the Council will not commence action to enforce the covenants in Sub-clause 2.9.1, 2.9.3, 2.13.1 and 2.26 hereto where the Company shall demonstrate to the satisfaction of the Council (acting reasonably) that compliance with such sub-clause would render the Company financially unviable or would occasion an event of default or potential event of default under the terms of any Loan Agreement or Refinancing Agreement nor shall the Council commence any action against the Company for any failure to comply with its obligations hereunder where such failure is attributable to the Council's failure to comply with its obligations under sub-clause 2.6 of the Council's Deed of Covenant set out in Part III of the Sixth Schedule to the Principal Agreement.

2.1.3 Wherever possible, the Council shall consult with the Company before commencing any action under this Deed.

## 2.2 Use of Income and Receipts

2.2.1 Subject to any statutory requirements affecting the Company the requirements of the Security Trustee and/or any Beneficiary and/or any Finance Party or other

funder or any lender and the Company's obligations in connection with any debenture or charge or under the Loan Agreement and/or any Relevant Document and/or any Refinancing Agreement the Company shall use all rental income and all receipts from the sale of any part of the Property (except as otherwise provided in the Principal Agreement or as required by law) in the management, maintenance, repair, modernisation and improvement of the Property and shall pay all other proper and reasonable expenses relating to the Property including the payment of interest and other costs fees and expenses and the repayment of capital (and interest costs fees and expenses in respect thereof) borrowed to acquire and/or improve the Property and otherwise for the provision or purposes of social housing primarily in the Borough of Tower Hamlets, including the provision or acquisition of additional dwellings or for the improvement of the services provided by the Company to Qualifying Tenants or other tenants of the Dwellings and other purposes as may from time to time be permitted in accordance with the Company's Memorandum and Articles of Association **PROVIDED THAT** if as a result of local authority reorganisation more than one local authority shall be successors in title to the Council then the reference to the Borough of Tower Hamlets in this Clause 2.2.1 shall be a reference to the administrative area of all such local authorities **AND PROVIDED FURTHER THAT** nothing in this Clause 2.2 shall prevent the Company from using the Property alone or in conjunction with other property as security to facilitate its permitted objects.

2.2.2 The Company hereby agrees that any additional rented social housing provided by the Company in the Borough of Tower Hamlets pursuant to the provisions of Clause 2.2.1 shall be (subject to the same not having been designated by the Company (acting reasonably) for use for a specified purpose or to meet a specific need) subject (mutatis mutandis) to the provisions of the Nominations Rights Deed in the form set out in the Second Schedule to the Principal Agreement as such form may be amended by the parties from time to time.

### 2.3 Information and Liaison

2.3.1 For an initial period of five years from the Completion Date the Company shall attend six monthly liaison meetings with the Council and provide all reasonably appropriate information including details of the steps taken or works carried out or in the process of being carried out by way of implementation of the promises and commitments to Qualifying Tenants which it shall be reasonable for the Council to require the Company to provide in order that the Council may satisfy itself that the Company is fulfilling its obligations under the Principal Agreement and assisting the Council in fulfilling its statutory obligations in relation to housing and its enabling and strategic housing role **PROVIDED THAT** the Company shall not be obliged under this Clause to disclose any information which it is under a legal duty not to disclose by virtue of legislation or without the consent of a third party (which the Company shall use all reasonable endeavours to obtain) **AND** the Company agrees that (without prejudice to the generality of the foregoing) it will during such period annually report to the Council in writing as to how the Company is implementing the promises to the Qualifying Tenants contained in the Consultation Document and under the Principal Agreement and this Deed **AND PROVIDED FURTHER THAT** at the second liaison meeting of each year the parties shall review the timings and requirement of such liaison meetings with regard to their necessity and both parties shall use their reasonable endeavours to accommodate the requirements of the other in relation to the same.

2.3.2 The Company hereby acknowledges and agrees that it will work in partnership with the Council in respect of developing joint working strategies to promote and achieve the following objectives:

- 2.3.2.1 to assess delivery and performance of the Council Traded Services Agreements as set out in the Twelfth Schedule to the Principal Agreement;
- 2.3.2.2 to ensure effective dispute or problem resolution between senior officers of the Council and the Company in respect of any matter under the Principal Agreement or any Schedule thereto; and
- 2.3.2.3 to ensure an effective overview at a strategic level of the parties' performance of their respective duties and obligations under the Principal Agreement or any Schedule thereto.

## 2.4 Not used

## 2.5 Maintain Housing Corporation Registration

The Company shall not do any act or take any procedure or fail to do any act or take any procedure any of which is likely to result in the cancellation or withdrawal of the Company's registration with the Housing Corporation.

## 2.6 Residents' Charter

The Company shall observe and in all respects comply with the standards of service and rights for tenants set out in the Charter for Housing Association Applicants and Residents and Performance Standards published from time to time by the Audit Commission and to comply with all reasonable or mandatory requirements of the Housing Corporation made now or in the future in connection therewith.

## 2.7 Rent Increases

To comply with the Government's Rent Restructuring Policy (as explained in sections 4.3 and 4.4 of the Consultation Document) or such subsequent policy as may replace the same in relation to the setting of rents for Dwellings and without prejudice to the generality of the foregoing not to increase the rents payable by tenants before 1st April 2008.

## 2.8 Tenant selection

In the selection of tenants for vacant Dwellings (other than Dwellings required to be offered to Nominees of the Council in accordance with the Nomination Rights Deed) the Company shall act in accordance with the Common Letting Policy those housing lettings policy or policies approved by the Council and RSL Partners in force as at the date hereof as the same may be amended from time to time and subject to any reasonable requirements of the Housing Corporation and/or the Secretary of State from time to time.

## 2.9 Repairs

- 2.9.1 Save and except for the commitment to carry out the Qualifying Works (where the Company's obligations are set out in the Development Agreement) the Company shall subject to clauses 2.9.1.1 to 2.9.1.5 use its best endeavours to carry out the programme of planned works, catch up repairs and modernisation and within the time period as outlined in the Consultation Document and it is hereby agreed that the Company shall not be in breach of this clause of the Development Agreement if the breach is as a direct result of any act or omission of the owner or owners of any land or dwellings adjoining or adjacent to the Property or any part thereof or the failure of the Communities and Local Government Department to provide gap funding up to at least £8.7 million.

- 2.9.1.1 The Council shall not be entitled to bring a claim for breach of the Company's obligations under this Clause 2.9.1 nor shall the Company incur any liability to the Council for any loss or damage incurred by the Council to the extent that an Event (as defined in Clause 2.9.1.5) occurs and the Company is prevented from carrying out its obligations by the occurrence of such Event.
- 2.9.1.2 On the occurrence of an Event, the Company shall notify the Council as soon as reasonably practicable. The notification shall include details of the Event including reasonable evidence of its effects on the obligations of the Company and any action proposed to mitigate its effects.
- 2.9.1.3 As soon as reasonably practicable following such notification, the parties shall consult with each other in good faith and shall agree (or in the event of a failure by the parties to agree within 14 days following such consultation either party may refer the matter for a determination pursuant to Clause 21 of the Principal Agreement) the time by which the performance of the Company's obligations shall be extended having regard to the nature of the Event or any change to the Company's obligations.
- 2.9.1.4 For the avoidance of doubt as soon as the Event is no longer subsisting the Company's obligations under this Clause 2.9.1 (to the extent that such obligations have not been changed pursuant to clause 2.9.1.3) shall resume as if the Event had not occurred but as adjusted by the nature and the consequences of the Event including without limitation time periods and deadlines.
- 2.9.1.5 For the purposes of this Clause 2.9.1 "Event" shall mean any of the following events or occurrences or other similar events outside of the control of the Company:
- (a) any change in law making work to be undertaken pursuant to the Consultation Document unlawful
  - (b) war, civil war, armed conflict, terrorism, fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, nuclear chemical or biological contamination, ionising radiation, earthquakes, pressure waves caused by devices travelling at supersonic speeds, riot and civil commotion;
  - (c) failure by any statutory undertaker, utility Company, local authority (other or other like body to carry out works or provide services);
  - (d) failure or shortage of power, fuel or transport;
  - (e) blockade or embargo;
  - (f) official or unofficial strike, lockout, go-slow or other dispute, generally (save by employees of the Company or its agents only) affecting the social housing industry or a significant sector of it.
- 2.9.2 The Company shall not to seek to increase the rents payable by Qualifying Tenants in respect of the carrying out and completion of the programme referred to in Sub-Clauses 2.9.1 and 2.9.3.

- 2.9.3 The Company shall carry out maintenance works to the Property on a continuing basis to ensure that the Dwellings are maintained in the future to a tenantable standard.
- 2.9.4 The Company shall not to seek to increase the rents payable by Qualifying Tenants in respect of the carrying out and completion of the programme referred to in Sub-Clauses 2.9.1 and 2.9.3.
- 2.9.5 The Company shall carry out maintenance works to the Property on a continuing basis to ensure that the Dwellings are maintained in the future to a tenantable standard.

## 2.10 **Rights of Tenants Following Transfer**

The Company shall use best endeavours (save that in relation to any works referred to in Clause 2.9 and 2.13 the limitations on the Company's obligations set out therein shall apply) to fulfil all of the promises to Qualifying Tenants made on behalf of the Company as set out in the Consultation Document and in particular but without prejudice to the generality of the foregoing to ensure all Qualifying Tenants of the Company are given the additional rights as follows:

### 2.10.1 **Security of Tenure**

The Company shall not seek to gain possession of any of the Dwellings occupied by the Qualifying Tenants on any grounds other than those set out in the Assured Tenancy Agreement notwithstanding that it may have a statutory right to use other grounds for possession under the Housing Act 1988, nor will it seek to gain possession in relation to the succession by any person who has a right of succession under Clause 5.7 of the Assured Tenancy Agreement or who would have had such right if the Assured Tenancy had not been varied save to the extent that possession proceedings are necessary to ensure the succession of such persons.

- 2.10.2 In the event that the Council receives notification from a Qualifying Tenant that the Company is or is proposing to take proceedings for possession of the Qualifying Tenant's Dwelling in breach of the Company's obligations in Clause 2.10.1 the Council may immediately serve written notice upon the Company requesting the Company to withdraw any notices that have already been served or proceedings which have already commenced and that it will abide by its obligation. The notice shall give the Company twenty eight days in which to respond or where proceedings are imminent such shorter period as appears reasonable to the Council and the Company will comply with the requirements set out therein. If the Qualifying Tenant's allegation that the Company is in breach is justified and the Company does not comply with the requirements set out in the undertakings in Clause 2.10.1 and this Clause 2.10.2 in respect thereof to the Council within the period set out in that notice the Company shall (without prejudice to any other remedies available to the Council):

- 2.10.2.1 pay to the Council a sum equal to any reasonable losses suffered by the Qualifying Tenant as a result of the breach of its obligations;
- 2.10.2.2 pay to the Council a sum equal to the costs and expenses incurred by the Council in enforcing the obligations of the Company; and
- 2.10.2.3 in the event that the Qualifying Tenant has already been evicted from the tenant's Dwelling immediately make accommodation available to the tenant which accommodation shall in so far as its size amenities and locality and the terms and conditions on which it is held are concerned

be as far as possible the same or better than the Dwelling from which the tenant was evicted.

The Council shall hold any moneys recovered under Clause 2.10.2 above upon trust for the Qualifying Tenant absolutely.

- 2.10.3 The Council shall fully indemnify and keep indemnified the Company from and against all and any costs claims expenses (including legal expenses) it may reasonably incur pursuant to clause 2.10.2 where the Company demonstrates that its actions in bringing or proposing to bring possession proceedings were not in breach of its obligations under the Tenancy Agreement this Deed or otherwise.

## 2.11 Consultation

The Company undertakes for the benefit of the Qualifying Tenants that it will consult the Qualifying Tenants on any changes in matters of housing management as if Section 105 Housing Act 1985 applies to the Assured Tenancy Agreement.

## 2.12 Right to buy for successors

The Company shall (subject to all necessary statutory and other consents) permit a tenant who has succeeded (including any tenant who has succeeded a successor tenant by virtue of the additional rights of succession contained within clause [5.7] of the Assured Tenancy Agreement) to the tenancy of a Dwelling of a Qualifying Tenant whether by statute or under the terms of the Assured Tenancy Agreement of the deceased tenant to exercise a right to buy the Dwelling on such terms and in such manner as would apply if the Qualifying Tenant had the preserved right to buy of a qualifying successor as defined by Section 171B(4)(a) of the Housing Act 1985 whether or not the tenant is in fact such a qualifying successor.

## 2.13 The Housing Service

- 2.13.1 Save where otherwise referred to expressly in this Deed, the Company shall use best endeavours to fulfil the commitments set out in Section 6 of the Consultation Document **PROVIDED THAT** it may vary or amend such commitments where it can establish to the Council's satisfaction (acting reasonably) that to do so would result in the same or an improved service to tenants and in particular to consult with tenants on any significant changes to any part of the housing service.

- 2.13.2 The Company shall use all reasonable endeavours to fulfil commitments set out in Section 3 of the Consultation Document in respect of the improvements to existing community facilities and provision of new community facilities.

## 2.14 Assured Tenancy Agreement

The Company shall not vary (save as to rent and to service charge) the Assured Tenancy Agreement without first:

- 2.14.1 giving the Council at least twenty eight days notice of any proposed change and the reasons for it; and
- 2.14.2 responding in writing to any reasonable representations the Council may make in respect of the proposed change giving reasons why the Company does not accept the Council's views if that be the case.

## 2.15 Declaration of Trust

The Council declares that it holds the benefit of Clauses 2.7, 2.9.2, 2.10, 2.11, 2.12, 2.13 and 2.14 in trust for each and every Qualifying Tenant and Leaseholder with the intent that and subject to the provisions of Clause 2.1.2 it may (acting reasonably) enforce this undertaking for the benefit of each and every such Qualifying Tenant.

## 2.16 **Housing Mobility Schemes**

The Company shall become and remain a member of a recognised housing mobility scheme.

## 2.17 **Traded services agreements**

Save where the services or service (as appropriate) delivered under the terms of the Council Traded Services Agreement is terminated by the Company as a result of the Council's poor performance upon the termination by effluxion of time of the Council Traded Services Agreement (or any part thereof) as set out in the Twelfth Schedule to the Principal Agreement the Company undertakes to invite the Council to take part in any tendering exercise for the reprovision of such services or service (as appropriate) and the Company hereby confirms that it will not draft any specification or package or contract with the intention of excluding the Council from participating.

## 2.18 **Council's Enquiries and Assistance to the Council**

2.18.1 The Company shall procure that its staff shall normally be available during business hours to receive any reasonable enquiries raised by elected members and officers of the Council in respect of which the Company's assistance is required relating to the management of the Property and the well-being of the Company's tenants and the exercise of elected members democratic functions and for a member of the Company's staff to respond as appropriate and as soon as practicable save to the extent that the Company is restricted by law or by any binding confidentiality obligation or undertaking from responding to such enquiries or from supplying any information in connection therewith **AND PROVIDED THAT** the Council's powers under this Clause shall not be exercised unreasonably or vexatiously.

2.18.2 The Company shall if the Council so requests (subject to any such request being reasonable and the Council meeting the Company's reasonable costs thereby incurred) give such reasonable assistance (including taking part in any legal actions, proceedings, Inquiries, Tribunals or any quasi-legal or informal proceedings) so as to enable the Council to pursue defend or otherwise respond to any matter relevant to the Undertaking.

2.18.3 The Company shall if the Council so requests (subject to any such request being reasonable and the Council meeting the Company's reasonable costs thereby incurred) give such practicable assistance to the Council to enable it to finalise and close any pre-transfer accounts and to enable the audit of any accounts and to enable the Council to continue to collect income in respect of any retained property relating to the provision of services supplied by the Company to the Council on an agency basis or otherwise.

## 2.19 **RTB**

In the event that, in its capacity as the reversioner under any leases of flats forming part of the Property which were sold by the Council pursuant to the RTB before the Completion Date (details of which freehold reversions to be transferred to the Company are set out in Part III of the First Schedule to the Principal Agreement) the Company shall, pursuant to the covenants in such leases, become entitled to any repayment of any discount allowed by the Council to the tenant on the occasion of

the RTB sale, the Company will (subject to the Council meeting its reasonable costs in doing so) use its reasonable endeavours to recover such sums from such former tenant or tenants and shall within 28 days of receipt of such sums account to the Council therefor less the Company's reasonable costs.

## 2.20 **Local training and employment**

The Company will in conjunction with the Council's local labour and construction team use reasonable endeavours (subject always to the requirements of its regulators or legislation and its reasonable business requirements) to employ local people or local contractors on the works contracts affecting the Property.

## 2.21 **Human Rights Act 1998**

Notwithstanding the generality of the foregoing, the Company hereby agrees that it will have due regard to the provisions of the Human Rights Act 1998 in all of its dealings with tenants and those seeking assistance from the Company under the provisions of the Nomination Rights Deeds but only insofar as it is required to by law.

## 2.22 **New Developments and Redevelopment**

The Company shall for so long as it retains its status as one of the Council's approved development partners consult with the Council and its partners about the nature and type of the accommodation, the form of its tenure and its management requirements prior to undertaking any development or new development of the same in the Borough of Tower Hamlets and for the purposes of this Clause 2.22 "approved development partner" shall mean an organisation approved by the Council as being entitled to apply to the Council for social housing or other comparable grant from time to time.

## 2.23 **Council's statistical returns**

The Company shall supply such statistical or other information as the Council shall reasonably need to complete its financial duties and statutory returns for the year end 2007/2008 and thereafter subject to meeting the Company's reasonable cost the Company shall supply such information as may reasonably be requested for these or similar purposes and duties of the Council.

## 2.24 **VAT registration**

The Company warrants that it is registered for Value Added Tax purposes in accordance with the Value Added Tax Act 1994.

## 2.25 **Leaseholder Recharges for Works**

Where pursuant to the terms of their lease with the Council, Leaseholders will be under an obligation after the Completion Date to make a contribution to the Company towards the costs of major works and/or improvements and the Leaseholder's liability towards the costs of those works of repair and/or improvement exceed £10,000 the Company as directed by the Council agrees to abide by its promises made to Leaseholders (in section 2.6 of the Consultation Document) to comply with the Council's common policy framework on leaseholder recharges as the same may be varied or amended from time to time so as to limit the contribution of Leaseholders towards the costs of the major works of repairs and/or improvement to £10,000 where the terms of the Council's common policy framework are applicable to the circumstances of the Leaseholder **PROVIDED THAT** the provision of this clause shall not preclude the Company from recovering



any discount allowed to any Leaseholder under the Council's common policy framework where the Leaseholder sells the Dwelling within 7 years of the date that the Company agrees to discount the costs of the Leaseholder's contribution towards the costs of the major works of repairs and improvement.

## 2.26 Regeneration Works and General Estate Improvement

- AD SFB
- 2.26.1 At the Company's own reasonable and proper cost and expense the Company shall apply for and with all due diligence use all ~~best~~ <sup>reasonable</sup> endeavours to obtain such consents as are required for the Regeneration Works and shall give all necessary and usual notices under all applicable statutes and all orders regulations or bye-laws made thereunder.
- 2.26.2 As soon as reasonably practicable after the Completion Date (and subject to receiving all necessary consents for the same and subject to there being reasonably sufficient demand) to use its reasonable endeavours to substantially commence the Regeneration Works and to undertake and complete the Regeneration Works for the Property with all due diligence in accordance with the planning or other consents obtained under Clause 2.26.1 and the Consultation Document.
- 2.26.3 Having commenced the Regeneration Works pursuant to sub-clause 2.26.2 thereafter use its reasonable endeavours to or procure that the Regeneration Works proceed in a good and workmanlike manner with good quality materials.
- 2.26.4 At the request of the Company following completion of the Regeneration Works the Council will (if reasonably satisfied as herein described) confirm in writing to the Company that it is reasonably satisfied that the Company has complied with its obligations in respect of the Regeneration Works under this clause 2.26.
- SAD SFB
- 2.26.5 The Company hereby agrees that it shall (subject to receiving all necessary consents for the same) use all reasonable endeavours <sup>to those set out</sup> to build or procure to be built 130 Dwellings or an equal number of habitable rooms to enable the Housing Choice Option to be exercised by residents of Balforn and Carradale <sup>HOUSE</sup>.
- 2.26.6 Subject to the availability of funding <sup>326 Tower</sup> the Company shall be entitled to build or procure to be built up to a maximum of [ ] residential dwellings for private sale. The Company shall be further entitled to build or procure to be built additional residential dwellings beyond those set out in this clause subject to giving prior notice in writing of such intention to the Council. The Company hereby agrees that 35% of such additional residential dwellings or such other percentage as may be reasonably required by the appropriate planning authorities from time to time shall be designated social housing.
- 2.26.7 For the avoidance of doubt the provisions of the Development Clawback Agreement as set out in the Fourteenth Schedule shall not apply to any development referred to in this Clause 2.26.
- 2.26.8 The Company hereby agrees that any additional residential dwellings (referred to under this Clause 2.26) built and designated for rented social housing shall be subject to the provisions of the Nomination Rights Deed set out in the Second Schedule to the Principal Agreement.

AD MW MS  
use all reasonable

3. **CPO POWERS**

The Council if requested by the Company endeavours to obtain the formal consent of the Council cabinet for the purposes of making a Compulsory Purchase Order in relation to any Third Party Interest relating to Tweed House.

4. **DELAY**

Any delay by the Council in exercising any remedy for breach of any of the covenants herein shall not constitute a waiver by the Council of any of its rights and remedies in relation thereto and the exercise of or failure to exercise any remedy hereunder shall not constitute a waiver by the Council of any of its other rights and remedies.

5. **NOTICES**

Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by the Recorded Delivery Service addressed in the case of the Council to the Chief Executive at The Town Hall, Mulberry Place, 5 Clove Crescent, London, E14 2BG or in the case of the Company to the Chief Executive at 167A East India Dock Road, London E14 0EA or to such other addresses as either party may from time to time notify to the other in accordance with the provisions of this clause.

6. **HEADINGS**

The headings herein shall not form part of this Deed.

7. **INTERPRETATION**

Words herein denoting the singular shall include the plural and vice versa, words denoting the masculine gender shall include the feminine and vice versa and words denoting persons shall include corporations.

8. **PERSONAL COVENANTS**

The provisions of this Deed are personal to the Council (and any successor body of the Council following local government reorganisation) and the Company (and any successor body of the Company which is registered under Schedule 1 of the Housing Act 1996 with the Housing Corporation (or any equivalent successor body to the Housing Corporation) and shall not constitute an encumbrance on the Company's title to the Property and shall not bind any mortgagee or chargee (including the Security Trustee and/or any Beneficiary and/or any Finance Party) of the Company or of such successor body or its or their successors in title or of the Property, nor any receiver appointed by any such mortgagee or chargee nor any successors in title of any such mortgagee chargee or of the Company or any such successor body acting through such receiver.

**IN WITNESS** whereof the parties hereto have executed and delivered this document as a Deed the day and year hereinbefore written.

THE COMMON SEAL of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF TOWER )  
HAMLETS was hereunto affixed )  
by Order of OS Cabinet 06/06/07 )  
in the presence of: )

.....

Authorised Signatory



THE COMMON SEAL of )  
POPLAR HOUSING AND REGENERATION )  
COMMUNITY ASSOCIATION LIMITED )  
was hereunto affixed )  
in the presence of: )

.....

Authorised Signatory



.....

Authorised Signatory