



Registration of a Charge

Company Name: **ELY DIOCESAN BOARD OF FINANCE(THE)**

Company Number: **00142183**



Received for filing in Electronic Format on the: **12/05/2023**

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Details of Charge

Date of creation: **02/05/2023**

Charge code: **0014 2183 0002**

Persons entitled: **GROVEMERE PROPERTY LIMITED**

Brief description:

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 142183

Charge code: 0014 2183 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd May 2023 and created by ELY DIOCESAN BOARD OF FINANCE(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2023 .

Given at Companies House, Cardiff on 15th May 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

2nd May

DATED

2023

THE ELY DIOCESAN BOARD OF FINANCE (1)

GROVEMERE PROPERTY LIMITED (2)

RENT CHARGE DEED

Relating to

**Plot 206
Lancaster Way Business Park
Ely
Cambridgeshire**

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County and District: Cambridgeshire: East Cambridgeshire

Title Number: **To be allocated out of CB343463 and out of provisional title number CB467798**

Property: Plot 206, Lancaster Way Business Park, Ely,
Cambridgeshire

THIS DEED is made 2nd May 2023

BETWEEN:

- (1) **THE ELY DIOCESAN BOARD OF FINANCE** (registered in England with company number 00142183 (and registered with charity number 245456)) whose registered office is at Diocesan Office, Bishop Woodford House, Barton Road, Ely, CB7 4DX (**"the Owner"**)
- (2) **GROVEMERE PROPERTY LIMITED** (registered in England with company number 00578300) whose registered office is at 112 Lancaster Way Business Park, Ely, Cambridgeshire, CB6 3NX (**"the Landowner"**)

WHEREAS:

- (A) By virtue of a Transfer of even date herewith and executed immediately prior hereto and made between the Landowner of the one part and the Owner of the other part (the **"Transfer"**) the Owner acquired the freehold of the Property comprising a part of the Estate, which Estate as hereinafter defined (other than the Property) is freehold property now or formerly owned by the Landowner.
- (B) It is intended that the Estate shall comprise an industrial estate including Common Parts.
- (C) The Landowner intends to sell off the remaining freehold site or sites on the Estate as it has done in the case of the Property subject (inter alia) to certain covenants to be performed and observed by the transferees thereof and to the reservation of a rent charge such covenants and such rent charge to be in the form as similar as possible to the covenants and Estate Rentcharge herein imposed on the Owner and set out in Schedule 1.

NOW THIS DEED WITNESSESS as follows:

1. **DEFINITIONS**

1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:

“Buildings”	all buildings now or to be constructed on the Estate;
“Common Parts”	all parts of the Estate provided or intended to be provided by the Landowner for the purpose of servicing (inter alia) the occupiers of the Estate and for common use and enjoyment by (inter alia) the occupiers of the Estate including (but without limitation) areas intended to be dedicated adopted or vested in an appropriate statutory authority;
“Conduits”	sewers drains pipes wires cables ducts gutters fibres balancing ponds and any other medium for the passage or transmission of soil water gas electricity air light information telecommunications or other matters and includes where relevant ancillary equipment and structures;
“Enactments”	any Act of Parliament or European Community legislation or decree or other supranational legislation or decree having effect as law in the UK and references (specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it;
"Estate"	the land shown edged blue on Plan 2 and all buildings conduits roads and other structures now or hereafter erected or laid in on or under the same and reference to the Estate shall include any part of the Estate together with any Neighbouring Premises;
“Estate Rentcharge”	such percentage of the Service Costs as is determined dividing the area of the buildings from time to time on the Property by the area of Buildings from time to time and multiplying the product by 100 PROVIDED THAT:

- (a) pending completion of the disposal (whether in the form of sales or leases) of the last part of the Estate other than disposals of the Common Parts the Estate Rentcharge will be a fair and reasonable proportion of the Service Costs having regard to (but without limitation):
 - (i) the intensity of use of the Services and the degree of benefit derived from the Services by the Owner and by the owners of other Buildings;
 - (ii) the exclusive or disproportionate use of any of the Services by the Owner and by the owners of other Buildings;

(which may be up to 100% initially but reducing proportionately as each further disposal takes place) attributable to the Property of the Service Costs such fair and proper percentage to be certified by the Surveyor whose certificate will (save for manifest error) be final and binding on the Owner and thereafter;

- (b) if at any time the total property within the Estate (sold or demised with the benefit of the Services on a basis equivalent to that set out in this deed) is materially changed on a permanent basis then the amount of the Estate Rentcharge shall be varied by agreement between the Owner and the Landowner and in default of agreement within three months shall be such reasonable and fair variation as is determined by a surveyor in accordance with clause 8 with effect from the Computing Date (as defined in Schedule 1) following the request for variation,

AND PROVIDED THAT the Estate Rentcharge will not include any sum in respect of:

(i) the cost of the initial laying out or construction of any item on the Estate comprised within the Common Parts or the Conduits or any inherent or latent defects in respect of any such item;

(ii) any voids; or

any costs involved in the requisition for adoption or adoption of the private foul main serving the Estate;

“Interest rate”

four per cent above the base lending rate from time to time of Santander UK plc or if Santander UK plc ceases to exist such other bank being a member of the Committee of London and Scottish Bankers as the Landowner may from time to time nominate or if that base lending rate cannot be ascertained then four per cent above such other rate as the Landowner may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis and compounded on the Quarter Days;

“Insured Risks”

such risks as the Landowner shall from time to time deem reasonably appropriate acting in accordance with the principles of good estate management;

“Necessary Consents”

planning permissions and all other consents licenses permissions and approvals whether of a public or private nature which shall be necessary in the context;

“Neighbouring Premises”

any land or building now or hereafter erected adjoining or neighbouring the Estate which belong to the Landowner now or hereinafter;

“the Owner” and “the Landowner”

shall include their successors in title and assigns and persons deriving title under them;

“Plan 1”

the plan annexed hereto and marked Plan 1;

“Plan 2”

the plan annexed hereto and marked Plan 2;

“Property”	the land and any buildings to be erected thereon comprising the part of the Estate shown edged red on Plan 1;
“Services”	the services set out in paragraph 5 of Schedule 1;
“Surveyor”	the surveyors architects consulting engineers and agents for the time being of the Landowner;
“Service Costs”	<p>:</p> <p>(a) all proper costs and expenses reasonably incurred by the Landowner in or incidental to providing the Services; and</p> <p>(b) all sums reasonably incurred by the Landowner relating to the items set out in paragraph 6 of Schedule 1,</p> <p>and in both cases includes interest charges and fees incurred in borrowing money to meet such expenditure and any Value Added Tax payable on the payments to the extent that Value Added Tax is not otherwise recovered by the Landowner and any costs incurred by a third party for and on behalf of the Landowner where the Landowner is liable to reimburse those costs but excludes any expenditure for which any other owner or occupier is wholly responsible;</p>
“Transfer”	the transfer of the Property to the Owner referred to in recital (A) above;
“Value Added Tax”	includes any future tax of a like nature.

1.2 In this Deed unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender;
- 1.2.2 words importing the singular number only include the plural number and vice versa;
- 1.2.3 words importing persons include firms companies and vice versa;
- 1.2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Deed;

- 1.2.5 reference to any schedule to numbered paragraphs are references to the numbered paragraphs of that schedule;
- 1.2.6 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation;
- 1.2.7 any obligation on any party not to do or omit to do anything shall include an obligation not to permit that thing to be done or omitted to be done by any tenant of that party or by any employee servant agent invitee or licensee of that party or its tenant;
- 1.2.8 where the Owner or the Landowner covenant to do something they may fulfil that obligation if they procure that it is done;
- 1.2.9 the headings to the clauses schedules and paragraphs shall not affect the interpretation;
- 1.2.10 any consideration on supplies made by the Landowner pursuant to this Deed is exclusive of Value Added Tax which shall if it is properly chargeable be paid in addition to the sum payable for the supply in question at the time when the sum in question is due to be paid.

2. LANDOWNER'S COVENANTS

In consideration of the Estate Rentcharge and the covenants on the part of the Owner hereinafter contained the Landowner hereby covenants with the Owner to perform and observe the obligations on the part of the Landowner set out in Schedule 1.

3. GRANT OF RENTCHARGE

In consideration of the covenants on the part of the Landowner hereinbefore contained the Owner with full title guarantee hereby grants unto the Landowner:

- 3.1 a perpetual yearly rentcharge of one pound to be paid annually in advance on 30 June in every year; and
- 3.2 by way of a further perpetual yearly rentcharge the Estate Rentcharge which said rentcharges shall issue and be payable out of the Property TO HOLD the same unto the Landowner in fee simple.

4. OWNER'S COVENANTS

- 4.1 The Owner so as to bind the owner for the time being of the Property so that this covenant shall be for the benefit and protection of the Rentcharge hereby covenants with the Landowner:

- 4.1.1 at all times hereafter to pay the rentcharge referred to in clause 3.1 above at the times and in the manner hereinbefore provided;
- 4.1.2 at all times hereafter to pay the Estate Rentcharge at the times and in the manner herein provided;
- 4.1.3 to observe and perform the obligations on its part contained in Schedule 1;
- 4.1.4 to comply with all such rules and regulations as the Landowner may reasonably make for the management of the Estate acting in accordance with the principles of good estate management, which have been notified to the Owner; and
- 4.1.5 in like manner to the covenant set out in clause 12.4.1 of the Transfer mutatis mutandis as though the same were repeated herein in extension.

PROVIDED THAT in the event of any sale by the Owner of the freehold of part only of the Property in circumstances where following such a sale the Owner retains the freehold interest in a part of the Property the Landowner upon being requested to do so shall legally apportion the Estate Rentcharge pro rata between the part of the Property sold and that retained.

5. **LANDOWNER'S FURTHER COVENANTS**

The Landowner hereby further covenants with the Owner subject to payment by the Owner of the Landowner's reasonable and proper legal and surveying fees:

- 5.1 that upon the grant by the Owner of any headlease of the Property the Landowner shall upon being requested so to do by the Owner join in such headlease for the purpose of:
 - 5.1.1 giving to the head tenant a like covenant to that contained in clause 2 above mutatis mutandis; and
 - 5.1.2 taking from the head tenant like covenants to those contained in clauses 4.1.1, 4.1.2, 4.1.3, 4.1.4 and 4.1.5 above mutatis mutandis (to the intent that for the purpose of clause 4.1.2 above the Estate Rentcharge shall be reserved out of the headlease in the form of a service charge but otherwise upon the terms set out in Schedule 1);
- 5.2 that upon each assignment of such headlease referred to at clause 5.1 above the Landowner shall enter into and complete a deed of covenant in favour of such an assignee reciprocal to the covenants to be given by such assignee to give effect to clause 5.1 above mutatis mutandis;

- 5.3 notwithstanding the other provisions of this Deed to accept such service charge paid by the head tenant from time to time under such headlease in lieu of the Estate Rentcharge or appropriate part payable by the Owner hereunder and to use all reasonable endeavours consistent with normal commercial prudence to recover such service charge from the head tenant from time to time under such headlease in accordance with the terms of that headlease; and
- 5.4 upon the disposal by the Owner of its interest in the Property the Landowner shall enter into and complete a deed of covenant in favour of the party acquiring the Owner's interest in the Property.

6. RIGHTS TO RECEIVE RENTS AND OF DISTRESS

PROVIDED ALWAYS THAT the grant contained above is on the condition that in case:

- 6.1 the rentcharges reserved above or either of them respectively shall at any time be in arrears in whole or in part for twenty eight days next after any day on which the same shall become due (whether legally demanded or not); or
- 6.2 the Owner or those claiming under it shall fail to observe any stipulations on its part contained in this Deed (and having received notice of such failure and not having remedied the same within a reasonable period of time (or immediately in case of an emergency)),

then notwithstanding the waiver of any previous default it shall be lawful for the Landowner at any time (unless the Owner has notified the Landowner in writing of a lender's interest in the Property, in which case only after giving that lender at least 20 working days' notice) to exercise the powers and remedies set out in sections 121(3) and 121(4) of the Law of Property Act 1925 until all the reasonable costs and proper expenses incurred by the exercise of these powers and remedies shall be fully discharged.

7. LIABILITY OF THE LANDOWNER

Except to the extent that the Landowner may be liable under its covenants or by law notwithstanding any agreement to the contrary the Landowner shall not be liable in any way to the Owner or any person or body deriving title from them or any lessee servant agent licensee or invitee of the Owner or any such person or body by reason of:

- 7.1 any act neglect or omission of any of the owners or occupiers (not being the Landowner) of any adjoining or neighbouring premises or of any representative or employee of the Landowner (unless acting within the scope of the express or implied authority of the Landowner);

- 7.2 the destruction or defective working stoppage or breakage of a leakage or overflow from any Conduit unless:
- 7.2.1 resulting from some act or default of the Landowner; or
 - 7.2.2 the Landowner has received notice of such defect stoppage breakage leak or overflow and has thereafter not diligently and expeditiously used all reasonable endeavours to make good the same;
- 7.3 the damage destruction or obstruction otherwise than by the Landowner or any servant or agent of the Landowner of the Common Parts;
- 7.4 any failure of or interruption in any of the Services because of any necessary repair replacement or maintenance or because of any matter beyond the reasonable control of the Landowner subject to such works being completed expeditiously; or
- 7.5 the vitiation of any insurance policy by virtue of the act or default of a party other than the Landowner,

and the Landowner shall not be liable to the Owner or its successors in title once either Landowner has disposed of its interest in the Estate save in respect of antecedent breaches.

8. **DETERMINATION OF VARIATION TO ESTATE**

Determination of a variation to the Estate Rentcharge shall be made by a surveyor in the following manner:

- 8.1 The surveyor shall be a professionally qualified chartered surveyor agreed between the Landowner and the Owner or (in the absence of such agreement) nominated on the application of either the Landowner or the Owner or both of them jointly by the President for the time being of the Royal Institution of Chartered Surveyors or anyone authorised at the relevant time to act on his behalf.
- 8.2 The surveyor shall act as an arbitrator in accordance with the Arbitration Act 1996.
- 8.3 The determination of the surveyor shall be binding upon the parties. If either the Landowner or the Owner shall fail to pay any costs awarded against it within twenty one days of the same being demanded by the surveyor the other shall be entitled to pay the same and the amounts so paid shall be repaid by the party chargeable on demand.
- 8.4 If the surveyor dies or becomes unwilling to act or becomes incapable of acting or if for any other reason the said President shall in his absolute discretion think fit the said President may on the application of either the Landowner or the Owner or both of

them jointly discharge him and appoint another surveyor to act in his place in the same capacity and this shall be repeated as many times as the circumstances may require.

9. **MANAGEMENT COMPANY**

9.1 It is the intention of the Landowner (but without obligation to do so):

9.1.1 to establish a Management Company ("**the Management Company**") to manage the Estate and maintain the Common Parts and carry out works provide Services and perform obligations for the benefit of the owners and occupiers of the Estate (whether or not in common with others) or for the enhancement and advantage of the Estate at the cost of the owners and occupiers of the Estate from time to time;

9.1.2 to transfer the undeveloped parts of the Estate (other than the Common Parts as hereinafter defined) subject to covenants to be observed and performed by each transferee with or for the benefit of the Management Company and to grant a rentcharge in favour of the Management Company to secure (but without limitation) the reasonable costs which the latter incurs on or in connection with the Services including proper management fees attributable thereto and the costs of collecting payments due to the Management Company ("**the Costs**");

9.1.3 to transfer to the Management Company the Common Parts of the Estate being those parts which are intended to be provided by the Management Company for the purpose of serving the occupiers of the Estate or for common use and enjoyment;

9.1.4 to grant shares in the Management Company but only to the freehold occupiers of the Estate including the Owner.

9.2 The Landowner and the Owner agree and declare that the Owner enters into the covenant contained in clause 9.3 in order to provide for the proper use and enjoyment of their respective properties and the proper management of the Estate and the maintenance of the Common Parts on the Estate.

9.3 The Owner covenants with the Landowner so as to benefit the remainder of the Estate and so as to bind the Property if a Management Company is established the Owner will (without undue delay) following a written request from the Landowner enter into a deed ("**the Management Company Deed**") for the purpose referred to in clause 9.2. The Management Company Deed to include (but without limitation):

9.3.1 the grant by the Owner with full title guarantee of a perpetual yearly rentcharge ("**the Rentcharge**") to issue and be payable out of the

Property by way of contribution to the Costs to hold to the Management Company in fee simple;

- 9.3.2 covenants by the Owner with the Management Company so as to bind the owner of the Property for the time being and benefit and protect the Rentcharge to pay the Rentcharge and take up shares in the Management Company as required and observe and perform obligations relating to the Management Company the Common Parts or the provision of the Services to include an obligation not to transfer the Property without contemporaneously transferring the transferor's shares in the Management Company (for the purpose of ensuring that the Owner from time to time of the Property is the holder of shares in the Management Company) and to ensure that such transferee has covenanted direct with the Management Company to observe and perform the provisions of the Management Company Deed;
- 9.3.3 provision for the Management Company to exercise the powers and remedies set out in sections 121(3) and 121(4) of the Law of Property Act 1925 in the event of breach of the Owners obligations, subject to giving prior notice to any lender in the manner provided for in clause 6;
- 9.3.4 covenants by the Management Company with the Owner as to the provision of the Services; and
- 9.3.5 provision not to dispose of the Property or any part or parts thereof to any person or body unless the Owner shall first have procured that such other person or body shall provide the Management Company with a deed of covenant in a form agreed by the transferor (whose agreement is not to be unreasonably withheld or delayed) to observe and perform the provisions of clause 9 of this Deed pending completion of the Management Company Deed,

the wording of the Management Company Deed to be agreed in writing between the Landowner and the Owner both acting reasonably or and to in the same terms as this Deed or (in default of agreement) determined by Chancery Counsel of at least ten years standing appointed (in default of agreement) by the President or vice President of the Bar Council or some other person authorised to act on his behalf on the application of either party Counsel to act as an expert (and not as an arbitrator) and his determination to be final and binding on the parties including any decision as to the costs of his appointment which shall (in the absence of any such decision) be met by the parties in equal shares.

10. **VALUE ADDED TAX**

The Owner covenants on demand to pay VAT of the Landowner in respect of any supply of goods or services made pursuant to or in consequence of this Deed.

This instrument is executed as a Deed and by its execution the parties authorise their respective solicitors to deliver it for them on the date it is completed.

SCHEDULE 1

PROVISIONS AND OBLIGATIONS RELATING TO THE ESTATE RENTCHARGE

1. Subject to the Owner paying the Estate Rentcharge and complying with the other covenants and conditions in this Deed the Landowner will use all reasonable endeavours to provide the Services subject to obtaining all Necessary Consents but so that the Landowner may extend vary or withhold any of the Services acting in accordance with the principles of good estate management.
2. In this Schedule:

“Computing Date”	means 30th June in every year or any alternative date nominated at any time by the Landowner;
“Financial Year”	means: <ol style="list-style-type: none">(a) the period from and including the date of this Deed to and including the first Computing Date and after that;(b) the period between two consecutive Computing Dates (excluding the first but including the second Computing Date in the period);
“Interim sum”	means a provisional amount on account of the Estate Rentcharge for the relevant Financial Year calculated by the Surveyor (acting as an expert) based on the Surveyor’s estimate of the likely amount of the Estate Rentcharge for the Financial Year in question;
“Quarter Days”	means 25th March 24th June 29th September and 25th December in each year and “Quarter Day” shall be construed accordingly;
“Surveyor”	means the surveyors architects consulting engineers and agents for the time being of the Landowner.
3. As soon as convenient after each Computing Date the Landowner will prepare:
 - 3.1 an account showing the Service Cost for that Financial Year and containing a fair summary of expenditure and breaking down the actual cost of the Services and afford to the Owner an opportunity to examine and take copies of such vouchers as have been provided to the Landowner for items of expenditure taken into account by the Landowner when preparing the said account;

- 3.2 the anticipated Service Cost for the forthcoming Financial Year the format of which shall follow as closely as practicable the form of account referred to in paragraph 3.1 above,

and the account referred to in paragraph 3.1 above will be conclusive evidence of all matters of fact referred to in it save in the case of manifest error.

4. For each Financial Year the Owner will pay an Interim Sum by four equal payments in advance on the Quarter Days.
5. If the Estate Rentcharge for any Financial Year exceeds the Interim Sum for that Financial Year the excess shall be due to the Landowner within 14 days of demand and if the Estate Rentcharge for any Financial Year is less than the Interim Sum for that Financial Year the overpayment will be credited to the Owner against the next quarterly payment of the Interim Sum.
6. The Owner covenants with the Landowner:
- 6.1 subject to the provisions of clause 5.3 to pay the Estate Rentcharge and Interim Sum by Standing Order or Direct Debit at the times and in the manner required by this Deed to such UK bank account as the Landowner may from time to time require and without deduction or set off whether legal or equitable;
- 6.2 subject to the provisions of clause 5.3 if the Interim Sum or any part of it is not paid on the date on which it is due or if any other part of the Estate Rentcharge is not paid within fourteen days after becoming due (whether or not demanded except where a demand is required by this Deed) the sum in question shall carry interest at the Interest Rate for the period from the date on which it became due until the date of actual payment and that interest shall be paid by the Owner on demand.
7. The Services shall include
- 7.1 the provision maintenance and treatment and improvement of all areas of landscaping and fencing (if any) comprised within the Common Parts including (but without limitation) furniture and signage (if any) thereto and the replacement of any plants that may die as the Landowner considers appropriate acting reasonably;
- 7.2 the repairing maintaining renewing inspecting cleaning lighting and (as necessary) gritting and salting of the road and footpath comprised within the Common Parts and the street furniture and signage therein (if any) and the cutting and cultivating of the verges and embankments;
- 7.3 the repairing maintaining renewing inspecting and cleansing of the conduits foul sewers and surface water sewers and drains including any costs due to statutory

bodies whether within or outside the Estate used or intended to be used in common by owners of or occupants on the Estate;

- 7.4 the provision of security for the Estate to such extent (if any) and to such standard as shall from time to time be deemed appropriate by the Landowner acting reasonably including the reasonable cost of security equipment;
- 7.5 the collection and removal of litter from the Estate and providing and maintaining such litter and rubbish collection facilities for the occupants on the Estate as shall from time to time be deemed appropriate by the Landowner acting reasonably;
- 7.6 the provision (whether or not by direct employment) of such numbers and quality of staff (including but not limited to management agents) as shall (in the opinion of the Landowner acting reasonably) be necessary for the management and running of the Estate the provision by the Landowner of the Services and the fulfilment of the Landowner 's obligations;
- 7.7 the preparation (and certification) of annual accounts in respect of the Estate Rentcharge and the preparation (and certification);
- 7.8 the placing and maintaining of insurance of the Common Parts in such amounts as the Landowner may deem appropriate (acting reasonably) against the Insured Risks;
- 7.9 such other services and the provision and operation of such other works plant materials and equipment as in the reasonable opinion of the Landowner shall be necessary for the purpose of the better enjoyment and use of the Estate by occupiers or premises therein (whether or not in common with persons other than occupiers of premises in the Estate) or which otherwise are in keeping with the principles of good estate management but not the initial provision of such works plant materials and equipment.
- 8. The Service Costs will include the following additional items of expenditure:
 - 8.1 the fees and disbursements (including any liability relating to Value Added Tax) reasonably and properly incurred of:
 - 8.1.1 the Surveyor the Landowner's accountant and any other person employed or retained by the Landowner in connection with the Estate or its management and running or in considering or fulfilling the Landowner's obligations or powers under any lease or other disposal of premises within the Estate (including this Deed) to the extent that such costs are not exclusively paid by any tenant or third party;
 - 8.1.2 the managing agents if any (whether or not also the surveyor) in connection with the:

- 8.1.2.1 management of the Estate;
 - 8.1.2.2 collection of all payments due to the Landowner connection with the Services the Service Costs or the Estate;
 - 8.1.2.3 performance of the Services; and
 - 8.1.2.4 any other duties relating to the Estate reasonably and properly undertaken,

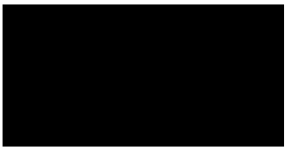
subject to there not exceeding 15% of the total Service Costs;
- 8.1.3 any other person reasonably employed or retained by the Landowner to perform (or in connection with) any of the Services or any of the function or duties referred to in this paragraph 8;
- 8.2 the reasonable fees of the Landowner or a Group Company incurred for any of the Services functions or duties referred to in paragraph 8.1 that are undertaken by the Landowner or that Group Company and not by a third party for the avoidance of doubt if any fees are charged under this paragraph 8.2 in respect of any such services functions or duties no fees in respect of the same services functions or duties shall be charged under paragraph 8.1 above;
- 8.3 the cost of employing such staff as the Landowner acting reasonably considers necessary for the performance of the Services and the other functions and duties referred to in this paragraph 8 including all reasonable incidental expenditure in connection with the employment such as (but without prejudice to the generality of the foregoing):
 - 8.3.1 insurance pension and welfare contributions;
 - 8.3.2 provision of uniforms and working clothing;
 - 8.3.3 provision and renewal/depreciation of vehicles equipment and materials for the proper performance of their duties and a store for housing the same but not the initial provision of such vehicles equipment and materials; and
 - 8.3.4 the provision of reasonable on site non-residential accommodation;
- 8.4 the cost of entering into contracts for carrying out any of the Services and the other functions and duties mentioned in this Schedule 1;
- 8.5 all outgoings of any kind reasonably paid by the Landowner in respect of the Common Parts;

- 8.6 any amount the Landowner is reasonably and properly required to pay as a contribution towards the cost of building repairing cleaning or replacing any facility or structure used by the Estate (save where it relates exclusively to one part of the Estate comprised within a single demise or transfer other than to the Landowner) in common with other property;
- 8.7 the costs incurred in laying maintaining inspecting cleansing replacing connecting to or renewing the conduits roadways or footpaths situate on the other property but serving the Estate (save where they exclusively serve one, part of the Estate comprised within a single demise or transfer other than to the Landowner) or of contributing towards the costs of doing so;
- 8.8 the reasonable cost of making good any damage or disrepair to the roadways serving the Estate (to the extent that such costs are not exclusively the responsibility of a party to whom a single demise or transfer of the Estate (other than to the Landowner) is made from time to time);
- 8.9 the proper cost of supplying copies of any regulations by the Landowner relating to the Estate;
- 8.10 the proper cost of taking all steps the Landowner considers necessary to comply with or contest any obligation created pursuant to any Enactment relating or alleged to relate to the Estate or its use and for which any other person is not directly liable or in complying with the Companies Acts from time to time in force or complying with any obligation relating to or affecting the Common Parts incurred in connection with any proceedings or contemplated proceedings or any dispute relating to the Estate to the extent such costs are not paid by any other party (unless the Landowner is obliged to reimburse the same);
- 8.11 the proper cost of abating any nuisance in respect of the Estate so far as not the liability of any individual tenant or other person.
9. The Owner shall not use the Common Parts nor shared conduits nor roadways and footpaths serving the Estate for any purpose other than that for which they are designed or so as to exceed the capacity for which they are designed and will not permit any harmful substance to pass into such conduits from the Property.
10. The Owner shall not obstruct the Common Parts nor the conduits and roadways and footpaths serving the Estate nor use them for any purpose or activity which is illegal immoral noisy noxious or offensive or which may be or become an actionable nuisance to or cause damage to the Landowner or any other person or body.

11. The Owner shall comply with all such rules and regulations as the Landowner may reasonably make for the management of the Estate and the conduits roads and footpaths serving the Estate of which have been notified to the Owner.
12. The Owner shall not do any act or thing to render void or voidable any policy of insurance of which it has been notified taken out by the Landowner and/or Landowner.
13. Upon reasonable prior written notice (except in emergency when as much notice as is possible (if any) shall be given) the Owner shall permit the Landowner and those authorised by it at all times to enter (and remain unobstructed on) the Property with or without tools appliances or materials for the purpose of complying with the Landowner's obligations under this Deed PROVIDED THAT the Landowner will make good as soon as reasonably practicable all damage caused to the Property caused by such entry to the reasonable satisfaction of the Owner.
14. The Owner shall pay to the Landowner on demand all reasonable costs expenses losses or liabilities incurred by the Landowner as a result of or in connection with any breach by the Owner of its covenants or obligations contained in this Schedule and/or the enforcement or attempted enforcement of those covenants and obligations by the Landowner.

The Common Seal of
**THE ELY DIOCESAN BOARD
OF FINANCE** was hereunto
affixed in the presence of:

EXECUTED as a **DEED** by)
GROVEMERE PROPERTY LIMITED)
acting by a director and its secretary)
or two directors)

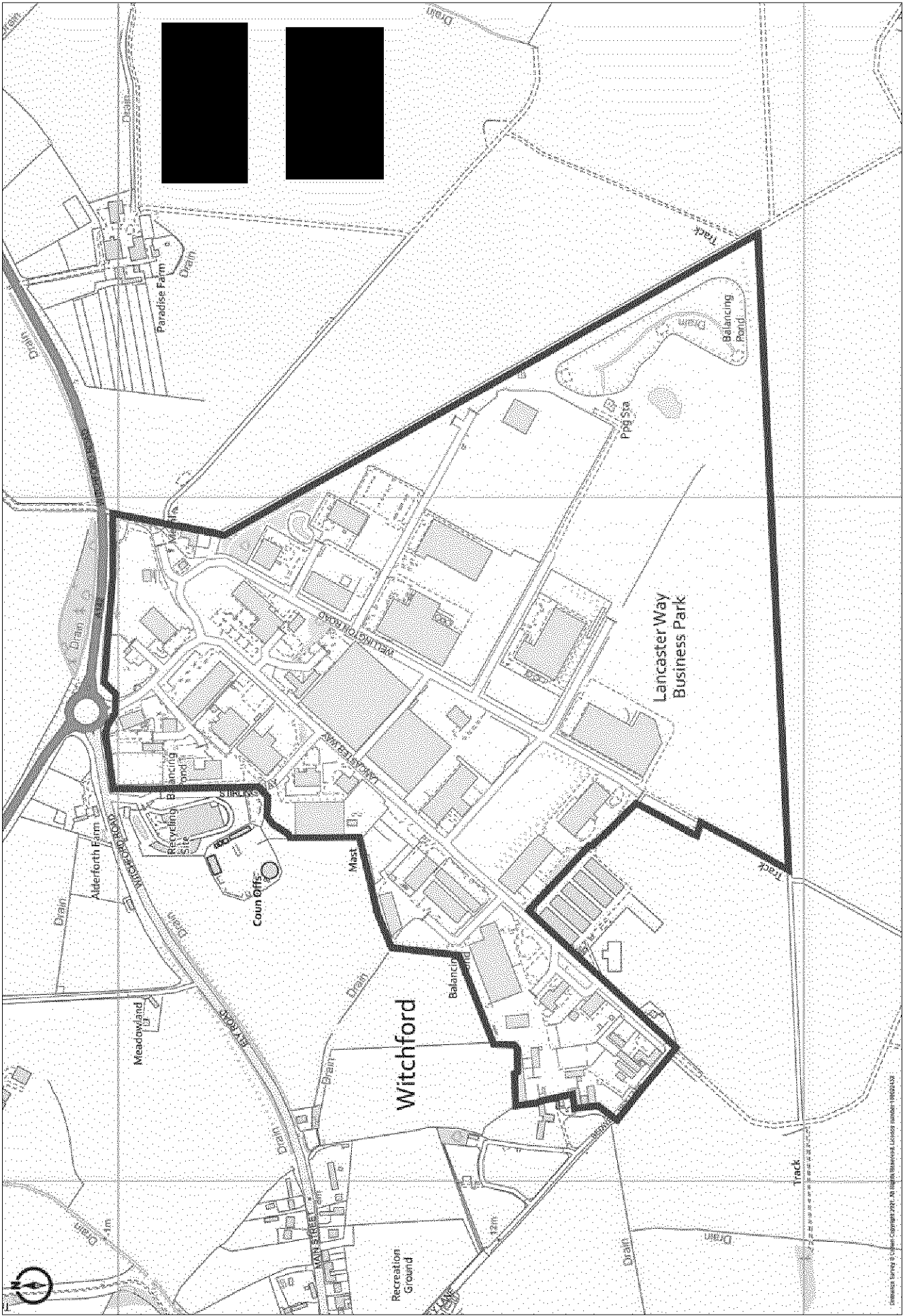


Director

DocuSigned by:



Director/Secretary



DATED

02 MAY

2023

THE ELY DIOCESAN BOARD OF FINANCE (1)

GROVEMERE PROPERTY LIMITED (2)

RENT CHARGE DEED

Relating to

Plot 206
Lancaster Way Business Park
Ely
Cambridgeshire

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County and District: Cambridgeshire: East Cambridgeshire

Title Number: To be allocated out of CB343463 and out of provisional title number CB467798

Property: Plot 206, Lancaster Way Business Park, Ely, Cambridgeshire

THIS DEED is made

02 MAY

2023

BETWEEN:

- (1) **THE ELY DIOCESAN BOARD OF FINANCE** (registered in England with company number 00142183 (and registered with charity number 245456)) whose registered office is at Diocesan Office, Bishop Woodford House, Barton Road, Ely, CB7 4DX ("the Owner")
- (2) **GROVEMERE PROPERTY LIMITED** (registered in England with company number 00578300) whose registered office is at 112 Lancaster Way Business Park, Ely, Cambridgeshire, CB6 3NX ("the Landowner")

WHEREAS:

- (A) By virtue of a Transfer of even date herewith and executed immediately prior hereto and made between the Landowner of the one part and the Owner of the other part (the "**Transfer**") the Owner acquired the freehold of the Property comprising a part of the Estate, which Estate as hereinafter defined (other than the Property) is freehold property now or formerly owned by the Landowner.
- (B) It is intended that the Estate shall comprise an industrial estate including Common Parts.
- (C) The Landowner intends to sell off the remaining freehold site or sites on the Estate as it has done in the case of the Property subject (inter alia) to certain covenants to be performed and observed by the transferees thereof and to the reservation of a rent charge such covenants and such rent charge to be in the form as similar as possible to the covenants and Estate Rentcharge herein imposed on the Owner and set out in Schedule 1.

NOW THIS DEED WITNESSESS as follows:

1. **DEFINITIONS**

1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"Buildings"	all buildings now or to be constructed on the Estate;
"Common Parts"	all parts of the Estate provided or intended to be provided by the Landowner for the purpose of servicing (inter alia) the occupiers of the Estate and for common use and enjoyment by (inter alia) the occupiers of the Estate including (but without limitation) areas intended to be dedicated adopted or vested in an appropriate statutory authority;
"Conduits"	sewers drains pipes wires cables ducts gutters fibres balancing ponds and any other medium for the passage or transmission of soil water gas electricity air light information telecommunications or other matters and includes where relevant ancillary equipment and structures;
"Enactments"	any Act of Parliament or European Community legislation or decree or other supranational legislation or decree having effect as law in the UK and references (specific or general) to any Enactment include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it;
"Estate"	the land shown edged blue on Plan 2 and all buildings conduits roads and other structures now or hereafter erected or laid in on or under the same and reference to the Estate shall include any part of the Estate together with any Neighbouring Premises;
"Estate Rentcharge"	such percentage of the Service Costs as is determined dividing the area of the buildings from time to time on the Property by the area of Buildings from time to time and multiplying the product by 100 PROVIDED THAT:

- (a) pending completion of the disposal (whether in the form of sales or leases) of the last part of the Estate other than disposals of the Common Parts the Estate Rentcharge will be a fair and reasonable proportion of the Service Costs having regard to (but without limitation):
 - (i) the intensity of use of the Services and the degree of benefit derived from the Services by the Owner and by the owners of other Buildings;
 - (ii) the exclusive or disproportionate use of any of the Services by the Owner and by the owners of other Buildings;

(which may be up to 100% initially but reducing proportionately as each further disposal takes place) attributable to the Property of the Service Costs such fair and proper percentage to be certified by the Surveyor whose certificate will (save for manifest error) be final and binding on the Owner and thereafter;

- (b) if at any time the total property within the Estate (sold or demised with the benefit of the Services on a basis equivalent to that set out in this deed) is materially changed on a permanent basis then the amount of the Estate Rentcharge shall be varied by agreement between the Owner and the Landowner and in default of agreement within three months shall be such reasonable and fair variation as is determined by a surveyor in accordance with clause 8 with effect from the Computing Date (as defined in Schedule 1) following the request for variation,

AND PROVIDED THAT the Estate Rentcharge will not include any sum in respect of:

	<p>(i) the cost of the initial laying out or construction of any item on the Estate comprised within the Common Parts or the Conduits or any inherent or latent defects in respect of any such item;</p> <p>(ii) any voids; or</p> <p>any costs involved in the requisition for adoption or adoption of the private foul main serving the Estate;</p>
“Interest rate”	four per cent above the base lending rate from time to time of Santander UK plc or if Santander UK plc ceases to exist such other bank being a member of the Committee of London and Scottish Bankers as the Landowner may from time to time nominate or if that base lending rate cannot be ascertained then four per cent above such other rate as the Landowner may reasonably specify and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis and compounded on the Quarter Days;
“Insured Risks”	such risks as the Landowner shall from time to time deem reasonably appropriate acting in accordance with the principles of good estate management;
“Necessary Consents”	planning permissions and all other consents licenses permissions and approvals whether of a public or private nature which shall be necessary in the context;
“Neighbouring Premises”	any land or building now or hereafter erected adjoining or neighbouring the Estate which belong to the Landowner now or hereinafter;
“the Owner” and “the Landowner”	shall include their successors in title and assigns and persons deriving title under them;
“Plan 1”	the plan annexed hereto and marked Plan 1;
“Plan 2”	the plan annexed hereto and marked Plan 2;

"Property"	the land and any buildings to be erected thereon comprising the part of the Estate shown edged red on Plan 1;
"Services"	the services set out in paragraph 5 of Schedule 1;
"Surveyor"	the surveyors architects consulting engineers and agents for the time being of the Landowner;
"Service Costs"	<p>:</p> <p>(a) all proper costs and expenses reasonably incurred by the Landowner in or incidental to providing the Services; and</p> <p>(b) all sums reasonably incurred by the Landowner relating to the items set out in paragraph 6 of Schedule 1,</p> <p>and in both cases includes interest charges and fees incurred in borrowing money to meet such expenditure and any Value Added Tax payable on the payments to the extent that Value Added Tax is not otherwise recovered by the Landowner and any costs incurred by a third party for and on behalf of the Landowner where the Landowner is liable to reimburse those costs but excludes any expenditure for which any other owner or occupier is wholly responsible;</p>
"Transfer"	the transfer of the Property to the Owner referred to in recital (A) above;
"Value Added Tax"	includes any future tax of a like nature.

1.2 In this Deed unless the context otherwise requires:

- 1.2.1 words importing any gender include every gender;
- 1.2.2 words importing the singular number only include the plural number and vice versa;
- 1.2.3 words importing persons include firms companies and vice versa;
- 1.2.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Deed;

- 1.2.5 reference to any schedule to numbered paragraphs are references to the numbered paragraphs of that schedule;
- 1.2.6 where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation;
- 1.2.7 any obligation on any party not to do or omit to do anything shall include an obligation not to permit that thing to be done or omitted to be done by any tenant of that party or by any employee servant agent invitee or licensee of that party or its tenant;
- 1.2.8 where the Owner or the Landowner covenant to do something they may fulfil that obligation if they procure that it is done;
- 1.2.9 the headings to the clauses schedules and paragraphs shall not affect the interpretation;
- 1.2.10 any consideration on supplies made by the Landowner pursuant to this Deed is exclusive of Value Added Tax which shall if it is properly chargeable be paid in addition to the sum payable for the supply in question at the time when the sum in question is due to be paid.

2. LANDOWNER'S COVENANTS

In consideration of the Estate Rentcharge and the covenants on the part of the Owner hereinafter contained the Landowner hereby covenants with the Owner to perform and observe the obligations on the part of the Landowner set out in Schedule 1.

3. GRANT OF RENTCHARGE

In consideration of the covenants on the part of the Landowner hereinbefore contained the Owner with full title guarantee hereby grants unto the Landowner:

- 3.1 a perpetual yearly rentcharge of one pound to be paid annually in advance on 30 June in every year; and
- 3.2 by way of a further perpetual yearly rentcharge the Estate Rentcharge which said rentcharges shall issue and be payable out of the Property TO HOLD the same unto the Landowner in fee simple.

4. OWNER'S COVENANTS

- 4.1 The Owner so as to bind the owner for the time being of the Property so that this covenant shall be for the benefit and protection of the Rentcharge hereby covenants with the Landowner:

- 4.1.1 at all times hereafter to pay the rentcharge referred to in clause 3.1 above at the times and in the manner hereinbefore provided;
- 4.1.2 at all times hereafter to pay the Estate Rentcharge at the times and in the manner herein provided;
- 4.1.3 to observe and perform the obligations on its part contained in Schedule 1;
- 4.1.4 to comply with all such rules and regulations as the Landowner may reasonably make for the management of the Estate acting in accordance with the principles of good estate management, which have been notified to the Owner; and
- 4.1.5 in like manner to the covenant set out in clause 12.4.1 of the Transfer mutatis mutandis as though the same were repeated herein in extension.

PROVIDED THAT in the event of any sale by the Owner of the freehold of part only of the Property in circumstances where following such a sale the Owner retains the freehold interest in a part of the Property the Landowner upon being requested to do so shall legally apportion the Estate Rentcharge pro rata between the part of the Property sold and that retained.

5. LANDOWNER'S FURTHER COVENANTS

The Landowner hereby further covenants with the Owner subject to payment by the Owner of the Landowner's reasonable and proper legal and surveying fees:

- 5.1 that upon the grant by the Owner of any headlease of the Property the Landowner shall upon being requested so to do by the Owner join in such headlease for the purpose of:
 - 5.1.1 giving to the head tenant a like covenant to that contained in clause 2 above mutatis mutandis; and
 - 5.1.2 taking from the head tenant like covenants to those contained in clauses 4.1.1, 4.1.2, 4.1.3, 4.1.4 and 4.1.5 above mutatis mutandis (to the intent that for the purpose of clause 4.1.2 above the Estate Rentcharge shall be reserved out of the headlease in the form of a service charge but otherwise upon the terms set out in Schedule 1);
- 5.2 that upon each assignment of such headlease referred to at clause 5.1 above the Landowner shall enter into and complete a deed of covenant in favour of such an assignee reciprocal to the covenants to be given by such assignee to give effect to clause 5.1 above mutatis mutandis;

- 5.3 notwithstanding the other provisions of this Deed to accept such service charge paid by the head tenant from time to time under such headlease in lieu of the Estate Rentcharge or appropriate part payable by the Owner hereunder and to use all reasonable endeavours consistent with normal commercial prudence to recover such service charge from the head tenant from time to time under such headlease in accordance with the terms of that headlease; and
- 5.4 upon the disposal by the Owner of its interest in the Property the Landowner shall enter into and complete a deed of covenant in favour of the party acquiring the Owner's interest in the Property.

6. RIGHTS TO RECEIVE RENTS AND OF DISTRESS

PROVIDED ALWAYS THAT the grant contained above is on the condition that in case:

- 6.1 the rentcharges reserved above or either of them respectively shall at any time be in arrears in whole or in part for twenty eight days next after any day on which the same shall become due (whether legally demanded or not); or
- 6.2 the Owner or those claiming under it shall fail to observe any stipulations on its part contained in this Deed (and having received notice of such failure and not having remedied the same within a reasonable period of time (or immediately in case of an emergency)),

then notwithstanding the waiver of any previous default it shall be lawful for the Landowner at any time (unless the Owner has notified the Landowner in writing of a lender's interest in the Property, in which case only after giving that lender at least 20 working days' notice) to exercise the powers and remedies set out in sections 121(3) and 121(4) of the Law of Property Act 1925 until all the reasonable costs and proper expenses incurred by the exercise of these powers and remedies shall be fully discharged.

7. LIABILITY OF THE LANDOWNER

Except to the extent that the Landowner may be liable under its covenants or by law notwithstanding any agreement to the contrary the Landowner shall not be liable in any way to the Owner or any person or body deriving title from them or any lessee servant agent licensee or invitee of the Owner or any such person or body by reason of:

- 7.1 any act neglect or omission of any of the owners or occupiers (not being the Landowner) of any adjoining or neighbouring premises or of any representative or employee of the Landowner (unless acting within the scope of the express or implied authority of the Landowner);

- 7.2 the destruction or defective working stoppage or breakage of a leakage or overflow from any Conduit unless:
- 7.2.1 resulting from some act or default of the Landowner; or
 - 7.2.2 the Landowner has received notice of such defect stoppage breakage leak or overflow and has thereafter not diligently and expeditiously used all reasonable endeavours to make good the same;
- 7.3 the damage destruction or obstruction otherwise than by the Landowner or any servant or agent of the Landowner of the Common Parts;
- 7.4 any failure of or interruption in any of the Services because of any necessary repair replacement or maintenance or because of any matter beyond the reasonable control of the Landowner subject to such works being completed expeditiously; or
- 7.5 the vitiation of any insurance policy by virtue of the act or default of a party other than the Landowner,

and the Landowner shall not be liable to the Owner or its successors in title once either Landowner has disposed of its interest in the Estate save in respect of antecedent breaches.

8. DETERMINATION OF VARIATION TO ESTATE

Determination of a variation to the Estate Rentcharge shall be made by a surveyor in the following manner:

- 8.1 The surveyor shall be a professionally qualified chartered surveyor agreed between the Landowner and the Owner or (in the absence of such agreement) nominated on the application of either the Landowner or the Owner or both of them jointly by the President for the time being of the Royal Institution of Chartered Surveyors or anyone authorised at the relevant time to act on his behalf.
- 8.2 The surveyor shall act as an arbitrator in accordance with the Arbitration Act 1996.
- 8.3 The determination of the surveyor shall be binding upon the parties. If either the Landowner or the Owner shall fail to pay any costs awarded against it within twenty one days of the same being demanded by the surveyor the other shall be entitled to pay the same and the amounts so paid shall be repaid by the party chargeable on demand.
- 8.4 If the surveyor dies or becomes unwilling to act or becomes incapable of acting or if for any other reason the said President shall in his absolute discretion think fit the said President may on the application of either the Landowner or the Owner or both of

them jointly discharge him and appoint another surveyor to act in his place in the same capacity and this shall be repeated as many times as the circumstances may require.

9. MANAGEMENT COMPANY

9.1 It is the intention of the Landowner (but without obligation to do so):

9.1.1 to establish a Management Company ("**the Management Company**") to manage the Estate and maintain the Common Parts and carry out works provide Services and perform obligations for the benefit of the owners and occupiers of the Estate (whether or not in common with others) or for the enhancement and advantage of the Estate at the cost of the owners and occupiers of the Estate from time to time;

9.1.2 to transfer the undeveloped parts of the Estate (other than the Common Parts as hereinafter defined) subject to covenants to be observed and performed by each transferee with or for the benefit of the Management Company and to grant a rentcharge in favour of the Management Company to secure (but without limitation) the reasonable costs which the latter incurs on or in connection with the Services including proper management fees attributable thereto and the costs of collecting payments due to the Management Company ("**the Costs**");

9.1.3 to transfer to the Management Company the Common Parts of the Estate being those parts which are intended to be provided by the Management Company for the purpose of serving the occupiers of the Estate or for common use and enjoyment;

9.1.4 to grant shares in the Management Company but only to the freehold occupiers of the Estate including the Owner.

9.2 The Landowner and the Owner agree and declare that the Owner enters into the covenant contained in clause 9.3 in order to provide for the proper use and enjoyment of their respective properties and the proper management of the Estate and the maintenance of the Common Parts on the Estate.

9.3 The Owner covenants with the Landowner so as to benefit the remainder of the Estate and so as to bind the Property if a Management Company is established the Owner will (without undue delay) following a written request from the Landowner enter into a deed ("**the Management Company Deed**") for the purpose referred to in clause 9.2. The Management Company Deed to include (but without limitation):

9.3.1 the grant by the Owner with full title guarantee of a perpetual yearly rentcharge ("**the Rentcharge**") to issue and be payable out of the

Property by way of contribution to the Costs to hold to the Management Company in fee simple;

- 9.3.2 covenants by the Owner with the Management Company so as to bind the owner of the Property for the time being and benefit and protect the Rentcharge to pay the Rentcharge and take up shares in the Management Company as required and observe and perform obligations relating to the Management Company the Common Parts or the provision of the Services to include an obligation not to transfer the Property without contemporaneously transferring the transferor's shares in the Management Company (for the purpose of ensuring that the Owner from time to time of the Property is the holder of shares in the Management Company) and to ensure that such transferee has covenanted direct with the Management Company to observe and perform the provisions of the Management Company Deed;
- 9.3.3 provision for the Management Company to exercise the powers and remedies set out in sections 121(3) and 121(4) of the Law of Property Act 1925 in the event of breach of the Owners obligations, subject to giving prior notice to any lender in the manner provided for in clause 6;
- 9.3.4 covenants by the Management Company with the Owner as to the provision of the Services; and
- 9.3.5 provision not to dispose of the Property or any part or parts thereof to any person or body unless the Owner shall first have procured that such other person or body shall provide the Management Company with a deed of covenant in a form agreed by the transferor (whose agreement is not to be unreasonably withheld or delayed) to observe and perform the provisions of clause 9 of this Deed pending completion of the Management Company Deed,

the wording of the Management Company Deed to be agreed in writing between the Landowner and the Owner both acting reasonably or and to in the same terms as this Deed or (in default of agreement) determined by Chancery Counsel of at least ten years standing appointed (in default of agreement) by the President or vice President of the Bar Council or some other person authorised to act on his behalf on the application of either party Counsel to act as an expert (and not as an arbitrator) and his determination to be final and binding on the parties including any decision as to the costs of his appointment which shall (in the absence of any such decision) be met by the parties in equal shares.

10. **VALUE ADDED TAX**

The Owner covenants on demand to pay VAT of the Landowner in respect of any supply of goods or services made pursuant to or in consequence of this Deed.

This instrument is executed as a Deed and by its execution the parties authorise their respective solicitors to deliver it for them on the date it is completed.

SCHEDULE 1

PROVISIONS AND OBLIGATIONS RELATING TO THE ESTATE RENTCHARGE

1. Subject to the Owner paying the Estate Rentcharge and complying with the other covenants and conditions in this Deed the Landowner will use all reasonable endeavours to provide the Services subject to obtaining all Necessary Consents but so that the Landowner may extend vary or withhold any of the Services acting in accordance with the principles of good estate management.
2. In this Schedule:

"Computing Date"	means 30th June in every year or any alternative date nominated at any time by the Landowner;
"Financial Year"	means: <ol style="list-style-type: none">(a) the period from and including the date of this Deed to and including the first Computing Date and after that;(b) the period between two consecutive Computing Dates (excluding the first but including the second Computing Date in the period);
"Interim sum"	means a provisional amount on account of the Estate Rentcharge for the relevant Financial Year calculated by the Surveyor (acting as an expert) based on the Surveyor's estimate of the likely amount of the Estate Rentcharge for the Financial Year in question;
"Quarter Days"	means 25th March 24th June 29th September and 25th December in each year and "Quarter Day" shall be construed accordingly;
"Surveyor"	means the surveyors architects consulting engineers and agents for the time being of the Landowner.
3. As soon as convenient after each Computing Date the Landowner will prepare:
 - 3.1 an account showing the Service Cost for that Financial Year and containing a fair summary of expenditure and breaking down the actual cost of the Services and afford to the Owner an opportunity to examine and take copies of such vouchers as have been provided to the Landowner for items of expenditure taken into account by the Landowner when preparing the said account;

- 3.2 the anticipated Service Cost for the forthcoming Financial Year the format of which shall follow as closely as practicable the form of account referred to in paragraph 3.1 above,
- and the account referred to in paragraph 3.1 above will be conclusive evidence of all matters of fact referred to in it save in the case of manifest error.
4. For each Financial Year the Owner will pay an Interim Sum by four equal payments in advance on the Quarter Days.
5. If the Estate Rentcharge for any Financial Year exceeds the Interim Sum for that Financial Year the excess shall be due to the Landowner within 14 days of demand and if the Estate Rentcharge for any Financial Year is less than the Interim Sum for that Financial Year the overpayment will be credited to the Owner against the next quarterly payment of the Interim Sum.
6. The Owner covenants with the Landowner:
- 6.1 subject to the provisions of clause 5.3 to pay the Estate Rentcharge and Interim Sum by Standing Order or Direct Debit at the times and in the manner required by this Deed to such UK bank account as the Landowner may from time to time require and without deduction or set off whether legal or equitable;
- 6.2 subject to the provisions of clause 5.3 if the Interim Sum or any part of it is not paid on the date on which it is due or if any other part of the Estate Rentcharge is not paid within fourteen days after becoming due (whether or not demanded except where a demand is required by this Deed) the sum in question shall carry interest at the Interest Rate for the period from the date on which it became due until the date of actual payment and that interest shall be paid by the Owner on demand.
7. The Services shall include
- 7.1 the provision maintenance and treatment and improvement of all areas of landscaping and fencing (if any) comprised within the Common Parts including (but without limitation) furniture and signage (if any) thereto and the replacement of any plants that may die as the Landowner considers appropriate acting reasonably;
- 7.2 the repairing maintaining renewing inspecting cleaning lighting and (as necessary) gritting and salting of the road and footpath comprised within the Common Parts and the street furniture and signage therein (if any) and the cutting and cultivating of the verges and embankments;
- 7.3 the repairing maintaining renewing inspecting and cleansing of the conduits foul sewers and surface water sewers and drains including any costs due to statutory

bodies whether within or outside the Estate used or intended to be used in common by owners of or occupants on the Estate;

- 7.4 the provision of security for the Estate to such extent (if any) and to such standard as shall from time to time be deemed appropriate by the Landowner acting reasonably including the reasonable cost of security equipment;
- 7.5 the collection and removal of litter from the Estate and providing and maintaining such litter and rubbish collection facilities for the occupants on the Estate as shall from time to time be deemed appropriate by the Landowner acting reasonably;
- 7.6 the provision (whether or not by direct employment) of such numbers and quality of staff (including but not limited to management agents) as shall (in the opinion of the Landowner acting reasonably) be necessary for the management and running of the Estate the provision by the Landowner of the Services and the fulfilment of the Landowner 's obligations;
- 7.7 the preparation (and certification) of annual accounts in respect of the Estate Rentcharge and the preparation (and certification);
- 7.8 the placing and maintaining of insurance of the Common Parts in such amounts as the Landowner may deem appropriate (acting reasonably) against the Insured Risks;
- 7.9 such other services and the provision and operation of such other works plant materials and equipment as in the reasonable opinion of the Landowner shall be necessary for the purpose of the better enjoyment and use of the Estate by occupiers or premises therein (whether or not in common with persons other than occupiers of premises in the Estate) or which otherwise are in keeping with the principles of good estate management but not the initial provision of such works plant materials and equipment.
- 8. The Service Costs will include the following additional items of expenditure:
 - 8.1 the fees and disbursements (including any liability relating to Value Added Tax) reasonably and properly incurred of:
 - 8.1.1 the Surveyor the Landowner's accountant and any other person employed or retained by the Landowner in connection with the Estate or its management and running or in considering or fulfilling the Landowner's obligations or powers under any lease or other disposal of premises within the Estate (including this Deed) to the extent that such costs are not exclusively paid by any tenant or third party;
 - 8.1.2 the managing agents if any (whether or not also the surveyor) in connection with the:

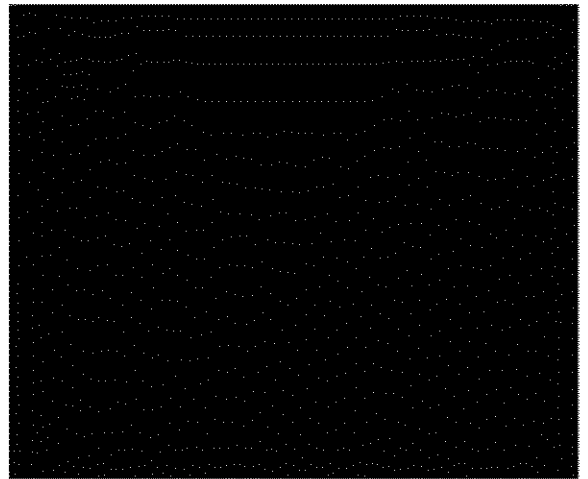
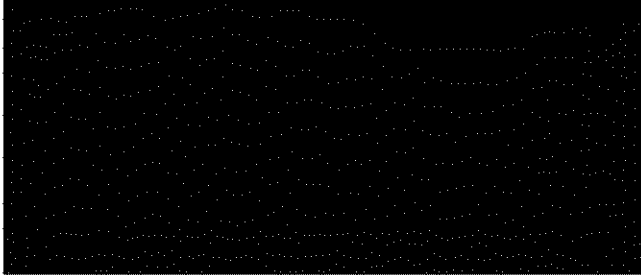
- 8.1.2.1 management of the Estate;
 - 8.1.2.2 collection of all payments due to the Landowner in connection with the Services the Service Costs or the Estate;
 - 8.1.2.3 performance of the Services; and
 - 8.1.2.4 any other duties relating to the Estate reasonably and properly undertaken,

subject to there not exceeding 15% of the total Service Costs;
- 8.1.3 any other person reasonably employed or retained by the Landowner to perform (or in connection with) any of the Services or any of the functions or duties referred to in this paragraph 8;
- 8.2 the reasonable fees of the Landowner or a Group Company incurred for any of the Services functions or duties referred to in paragraph 8.1 that are undertaken by the Landowner or that Group Company and not by a third party for the avoidance of doubt if any fees are charged under this paragraph 8.2 in respect of any such services functions or duties no fees in respect of the same services functions or duties shall be charged under paragraph 8.1 above;
- 8.3 the cost of employing such staff as the Landowner acting reasonably considers necessary for the performance of the Services and the other functions and duties referred to in this paragraph 8 including all reasonable incidental expenditure in connection with the employment such as (but without prejudice to the generality of the foregoing):
 - 8.3.1 insurance pension and welfare contributions;
 - 8.3.2 provision of uniforms and working clothing;
 - 8.3.3 provision and renewal/depreciation of vehicles equipment and materials for the proper performance of their duties and a store for housing the same but not the initial provision of such vehicles equipment and materials; and
 - 8.3.4 the provision of reasonable on site non-residential accommodation;
- 8.4 the cost of entering into contracts for carrying out any of the Services and the other functions and duties mentioned in this Schedule 1;
- 8.5 all outgoings of any kind reasonably paid by the Landowner in respect of the Common Parts;

- 8.6 any amount the Landowner is reasonably and properly required to pay as a contribution towards the cost of building repairing cleaning or replacing any facility or structure used by the Estate (save where it relates exclusively to one part of the Estate comprised within a single demise or transfer other than to the Landowner) in common with other property;
- 8.7 the costs incurred in laying maintaining inspecting cleansing replacing connecting to or renewing the conduits roadways or footpaths situate on the other property but serving the Estate (save where they exclusively serve one, part of the Estate comprised within a single demise or transfer other than to the Landowner) or of contributing towards the costs of doing so;
- 8.8 the reasonable cost of making good any damage or disrepair to the roadways serving the Estate (to the extent that such costs are not exclusively the responsibility of a party to whom a single demise or transfer of the Estate (other than to the Landowner) is made from time to time);
- 8.9 the proper cost of supplying copies of any regulations by the Landowner relating to the Estate;
- 8.10 the proper cost of taking all steps the Landowner considers necessary to comply with or contest any obligation created pursuant to any Enactment relating or alleged to relate to the Estate or its use and for which any other person is not directly liable or in complying with the Companies Acts from time to time in force or complying with any obligation relating to or affecting the Common Parts incurred in connection with any proceedings or contemplated proceedings or any dispute relating to the Estate to the extent such costs are not paid by any other party (unless the Landowner is obliged to reimburse the same);
- 8.11 the proper cost of abating any nuisance in respect of the Estate so far as not the liability of any individual tenant or other person.
9. The Owner shall not use the Common Parts nor shared conduits nor roadways and footpaths serving the Estate for any purpose other than that for which they are designed or so as to exceed the capacity for which they are designed and will not permit any harmful substance to pass into such conduits from the Property.
10. The Owner shall not obstruct the Common Parts nor the conduits and roadways and footpaths serving the Estate nor use them for any purpose or activity which is illegal immoral noisy noxious or offensive or which may be or become an actionable nuisance to or cause damage to the Landowner or any other person or body.

11. The Owner shall comply with all such rules and regulations as the Landowner may reasonably make for the management of the Estate and the conduits roads and footpaths serving the Estate of which have been notified to the Owner.
12. The Owner shall not do any act or thing to render void or voidable any policy of insurance of which it has been notified taken out by the Landowner and/or Landowner.
13. Upon reasonable prior written notice (except in emergency when as much notice as is possible (if any) shall be given) the Owner shall permit the Landowner and those authorised by it at all times to enter (and remain unobstructed on) the Property with or without tools appliances or materials for the purpose of complying with the Landowner's obligations under this Deed PROVIDED THAT the Landowner will make good as soon as reasonably practicable all damage caused to the Property caused by such entry to the reasonable satisfaction of the Owner.
14. The Owner shall pay to the Landowner on demand all reasonable costs expenses losses or liabilities incurred by the Landowner as a result of or in connection with any breach by the Owner of its covenants or obligations contained in this Schedule and/or the enforcement or attempted enforcement of those covenants and obligations by the Landowner.

The Common Seal of
**THE ELY DIOCESAN BOARD
OF FINANCE** was hereunto
affixed in the presence of:



EXECUTED as a **DEED** by)
GROVEMERE PROPERTY LIMITED)
acting by a director and its secretary)
or two directors)

.....
Director

.....
Director/Secretary

Scale 0 25 50 100 Meters

1990年12月15日

• 2019年12月31日，公司总资产为1,000,000,000.00元，净资产为500,000,000.00元。

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