

HOUSING ACT 1980 (AS AMENDED)

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

London Borough : City of Westminster
Title Number :
Property : Flat No. Semley House
Semley Place

THIS SUB-UNDERLEASE is made the day of
One thousand nine hundred and eighty-five BETWEEN THE LORD
MAYOR AND CITIZENS OF THE CITY OF WESTMINSTER of Westminster
City Hall Victoria Street London SW1E 6QP (hereinafter
called "the Lessor") of the one part and and
 both of Semley House Semley Place SW1
(hereinafter called "the Lessee") of the other part

WHEREAS in this Lease save as otherwise provided or
unless the context otherwise requires:

- (A) "the Lessor" includes the persons or body for the time
being entitled to the reversion immediately expectant on
the determination of the term hereby granted
- (B) "the Lessee" includes two or more joint lessees their
survivor or survivors and the successors in title and
assigns of the Lessee
- (C) "the Owner" means the Lessee for the time being of a
flat demised for a term exceeding twenty-one years
- (D) The obligations of joint lessees shall be joint and
several
- (E) Words importing only the masculine gender shall include
the feminine and the singular number shall include the
plural
- (F) References to any Act of Parliament Order Regulation or
Direction shall be deemed to be references to that Act
Order Regulation or Direction as from time to time
amended extended or re-enacted

- (G) "the Estate" means the Estate described in the First Schedule hereto
- (H) "the Property" means the property described in the Second Schedule hereto
- (I) "the Reserved Property" means the property described in the Third Schedule hereto
- (J) "the Flats" means the Flats forming part of the Property and Flat has a corresponding meaning
- (K) "the demised premises" means the premises described in the Fourth Schedule hereto
- (L) "the Act" means the Housing Act 1980 as amended by the Housing and Building Control Act 1984

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of T () now paid by the Lessee to the Lessor (receipt whereof the Lessor hereby acknowledges) and of the rents hereinafter reserved and the Lessee's covenants hereinafter contained the Lessor HEREBY DEMISES unto the Lessee ALL THAT the demised premises TOGETHER with the rights and easements set out in the Fifth Schedule hereto EXCEPT AND RESERVING unto the Lessor as set out in the Sixth Schedule hereto TO HOLD the same (subject to the stipulations conditions and all other rights easements liberties and privileges to which the Property or the demised premises or any part thereof are now or may at any time during the continuance of the term hereby granted be subject) unto the Lessee for the residue of the term of One Hundred and Twenty-five years from the Twenty-ninth day of September One thousand nine hundred and Sixty-one (less the last fifteen days thereof) YIELDING AND PAYING therefor (A) by way of rent during the term hereby granted the yearly sum of TEN POUNDS (£10-00) payable by equal half-yearly payments in advance on the first day of April and the first day of October in each year the first of such payments or a proportionate part thereof to be made on the execution hereof and (B) by way of further rent during the term hereby granted all monies due to the Lessor pursuant to the provisions of Clause 3 hereof

2. THE Lessee HEREBY COVENANTS with the Lessor throughout the term hereby granted:

- (A) to observe and perform the covenants contained in the Seventh Schedule hereto
- (B) to comply with and observe such regulations as the Lessor may make for the benefit of the Owners of the Flats with regard to the Reserved Property and in particular but without prejudice to the foregoing to comply with the Regulations made at the date hereof and set out in the Eighth Schedule hereto

3. THE Lessee HEREBY FURTHER COVENANTS with the Lessor that the Lessee will at all times during the term hereby granted:

- (A) Pay to the Lessor such annual sum as may be notified to the Lessee by the Lessor from time to time as representing the due proportion of the reasonably estimated amount required to cover the costs and expenses incurred or to be incurred by the Lessor in carrying out the obligations or functions contained in or referred to in this Clause and Clauses 4 and 6 hereof and in the covenants set out in the Ninth Schedule hereto (such costs and expenses being hereinafter together called "the Management Charges") such estimated amount to be payable half yearly in advance on the days for payment of rent hereunder the first payment being a proportionate part for the period from the date hereof to the next rent day to be made on the execution of these presents AND it is hereby declared that the Management Charges may (without prejudice to the generality of the foregoing) and so far as it is lawful so to do include such amounts as the Lessor shall from time to time consider necessary to put to reserve to meet the future liability of carrying out major works to the Property the Reserved Property or to the demised premises PROVIDED THAT the Lessor will make an appropriate contribution to the Management Charges in respect of any flat or flats for the time being forming part of the Reserved Property PROVIDED FURTHER pursuant to the provisions of Part III of the Second Schedule to the Act that during the period of ten years from the

date hereof the Lessee shall not except to the extent permitted by Paragraph 16 of the said Part III of the Second Schedule be required by way of Management Charges to contribute to any costs incurred by the Lessor in discharging or insuring against its obligations contained in the said Ninth Schedule hereto insofar as the same relate to the making good of structural defects

(B) Pay to the Lessor on demand the amount by which the estimated sum paid by the Lessee to the Lessor under Sub-clause (A) of this Clause in respect of the Management Charges is less than the due proportion of the total monies properly and reasonably expended or retained by the Lessor such due proportion being 0.993 per centum of the total sum expended or retained by the Lessor as aforesaid in respect of or otherwise for the benefit or use of the Property subject nevertheless to the Second proviso contained in Sub-clause (A) of this Clause for the period stated therein

(C) If the amount by which the estimated Management Charges paid by the Lessee to the Lessor under Sub-clause (A) of this Clause is more than the due proportion of the total monies properly and reasonably expended or retained by the Lessor as above the excess so paid shall be carried forward by the Lessor to be credited to the account of the Lessee

4. THE Lessor HEREBY COVENANTS with the Lessee that the Lessor (at the expense of the Lessee as herein provided and subject to the payment by the Lessee of the Management Charges) will perform and observe and carry out or cause to be carried out the covenants and obligations set out in the Ninth Schedule hereto and the obligations on its part herein contained

5. THE Lessor HEREBY FURTHER COVENANTS with the Lessee that:-

(A) It will to the extent permitted by law require every Owner to whom it shall hereafter grant a Lease of the Flats or any of them to enter into covenants and regulations with the Lessor similar to those herein

contained and that at the request and cost of the Lessee and upon the prior payment to the Lessor by the Lessee of such sum as the Lessor may reasonably require in respect of such costs will enforce the said covenants and regulations against other Owners

- (B) The Lessee duly paying the rents hereby reserved and observing and performing all and every the covenants conditions restrictions regulations obligations and agreements herein contained shall peaceably hold and enjoy the demised premises (together with the rights hereby granted) for the term hereby granted without any interruption by the Lessor or any person lawfully claiming under or in trust for it
- (C) Observe and perform the covenants contained in an Underlease dated the fourth day of July One thousand nine hundred and sixty-nine and made between Regent Lion Properties Limited of the one part and the Lord Mayor Aldermen and Citizens of the City of Westminster of the other part (except insofar as such covenants are to be observed and performed by the Lessee as herein provided)

6. IT IS HEREBY AGREED AND DECLARED as follows:-

- (A) That the Lessor shall at all times during the term hereby granted manage the Property in a proper and reasonable manner

The Lessor shall be entitled:

- (i) to appoint if the Lessor so desires managing agents for the purpose of managing the Property and to remunerate them properly for their services in accordance with the normal scale of charges
- (ii) to employ architects surveyors solicitors accountants contractors builders gardeners and any other person firm or company properly required to be employed in connection with or for the purpose of or in relation to the Property or any part thereof and pay them all proper fees charges salaries wages costs expenses and outgoings
- (iii) to delegate any of its functions under Clause 4 and Sub-clause (A)(i) and (ii) of this Clause and

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the Ninth Schedule hereof to any firm or company whose business it is to undertake such obligations upon such terms and conditions and for such remuneration as the Lessor shall think fit

- (B) That the Lessor shall not be liable or responsible for any damage injury or loss suffered by the Lessee or any other person whomsoever through any defect in the Estate or any part thereof or the failure to perform or supply any of the obligations or services herein provided for or through the default neglect or misconduct of any person employed in connection with the Estate AND PROVIDED NEVERTHELESS that any failure on the part of the Lessor to perform or supply such obligations and services shall not release or in any way exonerate the Lessee from complying with performing or observing his covenants or obligations herein contained

7. IF and whenever the rents hereby reserved or any part thereof shall be unpaid for Twenty-one days after becoming payable (whether formally or legally demanded or not) or if and whenever the Lessee shall not observe and perform all and every the covenants conditions restrictions regulations obligations and agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor or any person or persons authorised by the Lessor in that behalf to re-enter the demised premises or any part thereof in the name of the whole and to repossess and again enjoy the demised premises as in their first and former state notwithstanding anything herein contained to the contrary and thereupon the term hereby granted shall cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained

8. ANY notice under this Lease shall be in writing and any notice to the Lessee shall be deemed to be sufficiently served if left addressed to the Lessee at the demised premises or sent to the Lessee by post and any notice to the Lessor shall be deemed to be sufficiently served if addressed to the Chief Executive of the City of Westminster and delivered to him personally or sent to him by post or left at the Westminster City Hall Victoria Street London SW1E 6QP

9. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (other than rent) exceeds £30,000.00

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first above written

THE FIRST SCHEDULE above referred to

THE ESTATE

ALL THAT area of land shown for the purposes of identification only outlined in red on the attached plan comprising land garden flats maisonettes garages parking spaces stores and premises and known as Semley House Semley Place in the City of Westminster

THE SECOND SCHEDULE above referred to

THE PROPERTY

ALL THAT piece or parcel of land being part of the Estate and known as Semley House Semley Place in the City of Westminster TOGETHER with the Flats erected thereon or on some part thereof but excluding all other parts of the Estate

THE THIRD SCHEDULE above referred to

THE RESERVED PROPERTY

FIRST ALL THOSE the areas forecourts courtyards fences walls and the halls staircases lifts (if any) landings steps passages and other parts of the Property which are used in common by the owner or owners or occupiers of any of the Flats forming part of the Property

SECONDLY ALL THOSE the external main structural parts of the Property including the roofs roof supports foundations and external walls and parts thereof (but not the glass in the windows of the Flats nor the interior faces of such external walls as bound the Flats) also the walls dividing the Flats from the common halls staircases (but excluding the interior faces of such walls and any staircases situated wholly within the demised premises) landings steps and passages in the Property and all the cisterns tanks central heating apparatus (if any) sewers drains gutters pipes wires

cables ducts and conduits not used solely for the purpose of the demised premises and the joists or beams to which are attached any ceilings or floors also the structural parts or railings of any balconies

THIRDLY any Flat for the time being not sold or let on long lease for a term exceeding twenty-one years

FOURTHLY all other parts of the Estate other than the Property

THE FOURTH SCHEDULE above referred to

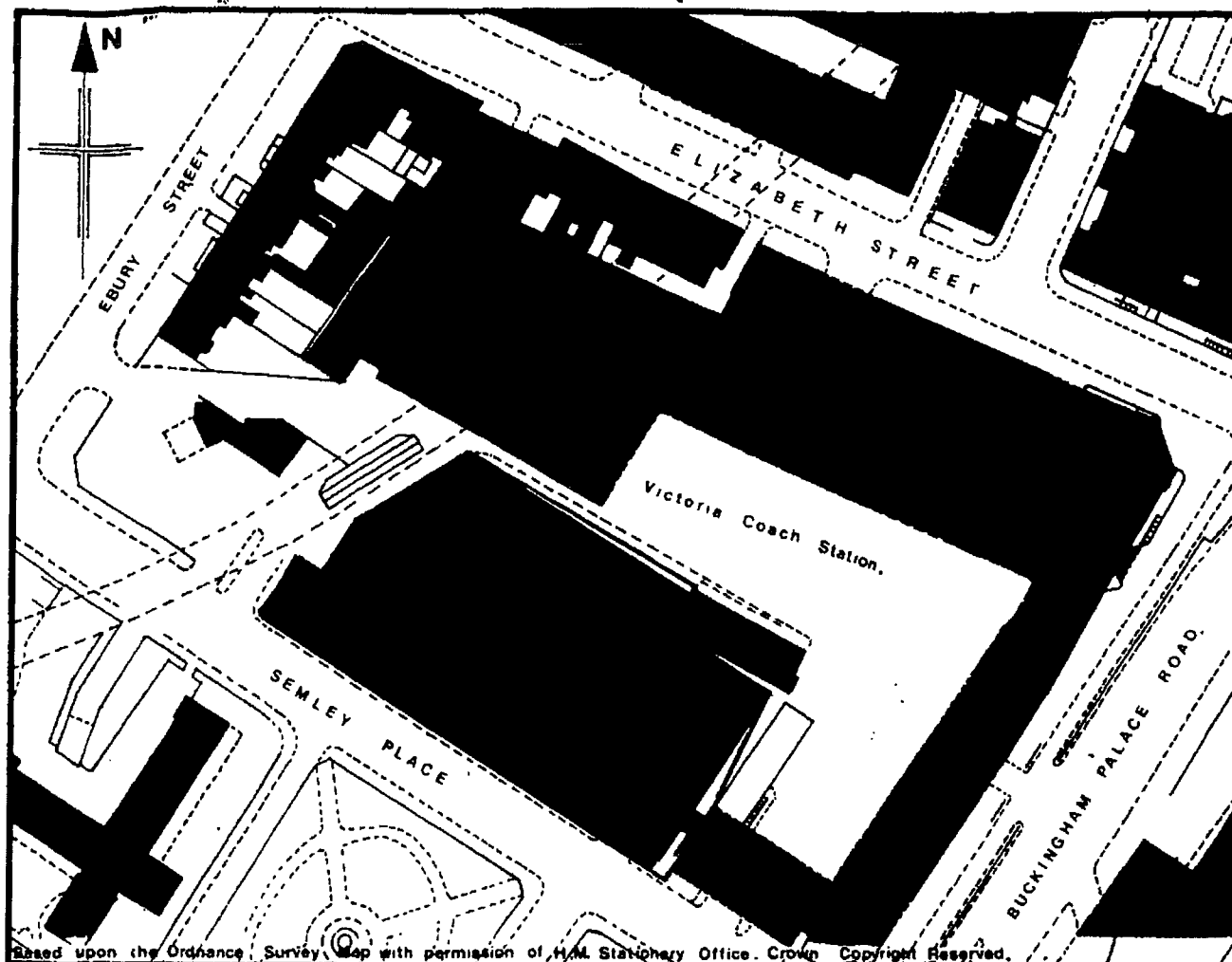
THE DEMISED PREMISES

ALL THAT Flat including the surface of the floors above the joists and the surfaces of the floor of the balcony (if any) and the ceiling of the Flat up to but excluding the joists and beams to which the ceiling is attached and all walls save the exterior walls and the walls dividing it from any other Flat or from the common halls staircases landings steps and passages in the Property (but including the surfaces of such walls within the demised premises and the glass of the windows of the Flat and the doors and door frames) as the same is situate on the Seventh Eighth and Ninth Floors of the Property known as Flat No. 64 Semley House Semley Place in the City of Westminster TOGETHER WITH all conducting media which are laid in any part of the property and serve exclusively the Flat ALL which demised premises are shown for the purposes of identification only coloured pink on the Plan attached hereto TOGETHER ALSO with such garden ground (if any) PROVIDED THAT all internal walls and structures separating the demised premises from any other Flat shall be party walls and structures AND PROVIDED FURTHER that the demised premises shall not include such other parts of the Property forming or intended to form part of the Reserved Property and the premises included or intended to be included in the Leases of the adjoining or neighbouring Flats

THE FIFTH SCHEDULE above referred to

RIGHTS AND EASEMENTS GRANTED TO THE LESSEE

1. The right in common with the Lessor the Superior Lessors and Owners and occupiers of all other Flats and all others having the like right for the Lessee and for all other persons coming to or leaving the demised premises to use for



Based upon the Ordnance Survey Map with permission of H.M. Stationery Office. Crown Copyright Reserved.

The offices, multi-story car park and electricity sub-station are not included in the estate for maintenance and management purposes.

the purpose only of access to and egress from the demised premises all such parts of the Estate as afford access thereto or egress therefrom (including all or any lifts) subject to such regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

2. The right of free passage and running of gas electricity or other illuminant or source of power water and soil from and to the demised premises through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which are now or may at any time hereafter be in or under or upon any part of the Estate for the service of the demised premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

3. The benefit of covenants and restrictions similar to those herein contained imposed by the Leases of other Flats upon the Owners thereof so far as such covenants and restrictions are intended to benefit the demised premises or the Lessee and so far as the benefit thereof can in law accrue to the demised premises or the Lessee

4. The right of support and shelter so far as may be necessary for the demised premises as the same is at present enjoyed from the adjoining Flat or Flats and any part of the Estate which may be respectively below or beside or above the Flat and the foundations thereof and the right to the protection afforded to the demised premises by the roof of the Property

5. The right at all reasonable times with or without workmen and others as often as need or occasion shall require to enter any adjoining or adjacent Flat or any other part of the Reserved Property as necessary and remain therein for such reasonable time as is necessary for the purpose of complying with any of the covenants on the part of the Lessee herein contained which cannot otherwise be complied with the Lessee making good forthwith any damage caused thereby such right not to be exercised unless reasonable notice has previously been given to the adjoining Owner (or to the Lessor if the Flat to be entered forms part of the Reserved Property) except in case of emergency

THE SIXTH SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS

1. The right of free passage and running of gas electricity or other illuminant or source of power water and soil from and to other parts of the Estate through all cisterns tanks sewers drains gutters pipes wires cables ducts and conduits which now are or may at any time hereafter be in under or upon the demised premises together with all easements rights and privileges proper for repairing maintaining and reinstating the same

2. The right of support and shelter so far as may be necessary to the superior and inferior adjoining Flats and any other part of the Estate as the same is at present enjoyed

3. The right for the Lessor the Superior Lessors their respective servants or agents and the Owners or occupiers of the other Flats their servants or agents at all reasonable times with or without workmen and others as often as need or occasion shall require to have access to and enter the demised premises and remain therein for such reasonable time as is necessary for the purpose of executing repairs to any part of the Estate or to any cisterns tanks sewers drains gutters pipes wires cables ducts and conduits or other things serving any part of the Estate which cannot otherwise be executed and of complying with their respective obligations either hereunder or under any covenants relating to any other Flat the person exercising such rights making good forthwith any damage caused by such entry such right not to be so exercised unless reasonable notice has previously been given to the Lessee except in case of emergency

4. All such other rights and easements and quasi-easements over the demised premises as now belong to or are enjoyed or intended to be enjoyed by any other part of the Estate or any part of any adjoining or neighbouring land

5. The right of the Lessor and Superior Lessors to agree with an adjoining or adjacent occupier variations in the boundaries of the Estate (but not of the demised premises) and to make variations to any rights of way or access over the Estate or over any adjoining property other than the demised premises.

THE SEVENTH SCHEDULE above referred to
COVENANTS ON THE PART OF THE LESSEE

1. To pay the said yearly rents herein reserved and payable at the times and in the manner at and in which the same are herein reserved and made payable without any deduction
2. To bear pay and discharge all water and general rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or otherwise) which are now or may at any time hereafter during the term hereby granted be charged levied assessed or imposed upon the demised premises or any part thereof or upon the Owner or occupier in respect thereof whether the same shall be in the nature of those now subsisting or otherwise
3. To pay for all gas and electricity and other illuminant or source of power consumed on the demised premises and all charges for the hire of meters in respect thereof and all hot water and central heating charges (if any) and to observe all regulations and requirements of the relevant authorities
4. To accept the supply of heat and hot water (if any presently supplied to the demised premises or which may in the future be supplied thereto by the Lessor
5. To the satisfaction of the Lessor and the Superior Lessors to keep in good and substantial repair and condition and properly cleansed throughout the term hereby granted the demised premises and all fixtures and fittings therein and all additions thereto and whenever necessary (except in the case of insured risks) to rebuild and reinstate and replace the demised premises and every part thereof including all doors and door frames floors and ceilings and all cisterns tanks drains pipes wires cables ducts and any other things installed for the purpose of supplying gas electricity or other illuminant or source of power or for the purpose of draining away water and soil and for allowing the escape of steam or deleterious matter from the demised premises in so far as pipes wires ducts or other things are solely installed or used only for the purposes of the demised premises excluding installations for the supply of heat and hot water but including all walls windows boards and skirtings SAVE THAT in the case of all exterior walls and all walls dividing the demised premises from other flats and the common halls

staircases passages and landings in the Property the obligations of the Lessee under this Clause shall be limited to keeping the interior plaster work and decoration of such walls windows boards and skirtings in such repair and condition as aforesaid

6. To paint the interior of the demised premises with two coats at least of best quality paint and well and sufficiently paper and plaster the interior of the demised premises and all additions and improvements thereto as are usually or ought to be painted papered and plastered and generally to decorate and redecorate the demised premises in every sixth year of the term hereby granted and in the last year or sooner the determination of the term hereby granted

7. To permit the Lessor and the Superior Lessors with or without workmen and all other persons authorised by them respectively at reasonable times and upon reasonable notice (except in emergency) during the term hereby granted to enter upon and view and examine the condition of the demised premises and prepare a schedule of all landlord's fixtures and fittings therein and for any other purpose and of all defects and wants of repair on any such view found the Lessor and the Superior Lessors may thereupon serve the Lessee with notice in writing specifying any repair necessary to be done and for which the Lessee is liable under the covenants in that behalf herein contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not within three months after service of such notice or sooner if requisite proceed diligently with the execution of such repairs to permit the Lessor and the Superior Lessors and all persons authorised by them respectively to enter upon the demised premises with any requisite appliances and execute such repairs and the cost thereof shall be paid to the Lessor or the Superior Lessors as the case may be by the Lessee and be forthwith recoverable by action as if it were rent in arrear

8. Upon receipt of reasonable notice (except in case of emergency) to permit the respective Owners of the other Flats to have access to and enter upon the demised premises as often as it may be reasonably necessary for them to do so in

fulfilment of their respective obligations under any covenants relating to any other Flat and similar to those herein contained

9. Within the time limited by law or by notice requiring the same to be done or if no such time is limited within a reasonable time to carry out all sanitary works and all other works whatsoever which a Public Authority (including the Lessor in its capacity as the Local Planning Authority or any other competent Authority) may lawfully require to be carried out on or in connection with the demised premises (whether by the Landlord tenants owner or occupier) all such works to be done to the satisfaction of the Lessor and the Superior Lessors or their respective agents in all respects and to pay or cause to be paid all fees lawfully payable to any surveyor or other officer employed by the Public Authority and all other fees and payments properly claimed by any such Authority and also the proper and usual fees and charges of the Lessor and the Superior Lessors and their respective agents for work done by the Lessor and the Superior Lessors and their respective agents in preparing or approving plans or in supervising the execution of any of the works or otherwise in connection with the demised premises or as may thereafter be required hereunder

10. If within a period of five years from the date hereof the Lessee shall dispose (the "further disposal") of the demised premises or any part thereof either by way of assignment of these presents or by the grant of an underlease for a term of more than twenty-one years otherwise than at a rack rent (including the grant of an option for an assignment or underlease) the Lessee shall pay to the Lessor on demand the sum of EIGHTEEN THOUSAND FOUR HUNDRED POUNDS (£18,400.00) (being the discount allowed to the Lessee on the execution hereof) but reduced by twenty per centum (20%) for each complete year which elapses after the date of these presents and before the further disposal PROVIDED THAT if there is more than one further disposal during the said period of five years the liability to repay the discount shall arise only on the first of them AND PROVIDED FURTHER that a disposal which

is exempted by virtue of the provisions of Section 8(3A) of the Act is not a disposal falling within this covenant

11. Within twenty-one days after every assignment transfer underletting vesting deed assent charge mortgage or devolution of the demised premises or on the grant of Probate of the Lessee's Will or on the grant of Letters of Administration to his Estate to produce the same to the Lessor's and the Superior Lessors' respective Solicitors for registration and to pay to the Lessor's and the Superior Lessors' respective Solicitors the reasonable costs of registration but not less than a fee of Ten Pounds (£10-00) in respect of each document so registered

12. In the event of the Lessor or the Superior Lessors contemplating selling or granting a lease of their respective reversion expectant hereon to permit on reasonable notice being given any prospective purchaser or lessee or their respective agents to enter upon the demised premises to view the same

13. (i) Not to carry on or permit to be carried on upon in over or under the demised premises any development within the meaning of the Town and Country Planning Act 1971 nor to apply for or knowingly permit any application for permission under the said Town and Country Planning Act 1971 to carry out any such development

(ii) Not to do or permit or suffer to be done any act matter or thing on or in respect of the demised premises or any part thereof which may contravene any provisions of the said Town and Country Planning Act 1971 and to keep the Lessor and the Superior Lessors indemnified against all costs claims demands and liabilities in respect thereof

(iii) Within seven days after the receipt of the same to give full particulars to the Lessor and the Superior Lessors of any notice or proposal for a notice or order or proposal for an order given issued or made to or on the Lessee by the Planning Authority (including the Lessor in its capacity as Local Planning Authority) under the said Town and Country Planning Act 1971 and if

so required by the Lessor and the Superior Lessors to produce such notice or proposal to them and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and if the Lessor is not the Local Planning Authority at the request of the Lessor and the Superior Lessors but at the cost of the Lessee to make or join with the Lessor and the Superior Lessors or any other person the Lessor and the Superior Lessors shall direct in making such objection or representation against or in respect of any such notice order or proposal as the Lessor and the Superior Lessors shall deem expedient

14. Not to permit any owner or occupier of any adjoining or adjacent premises to acquire any right of light or air way water drainage or other easement over the demised premises or the Property but forthwith to inform the Lessor and the Superior Lessors of any act or thing coming to the knowledge of the Lessee which might result in the acquisition of any right or easement over the demised premises or the Property and to do all acts and things which may be necessary or expedient to prevent the acquisition of any such right or easement

15. Not to suffer any encroachment to be made on the demised premises and if any such shall be made to permit the Lessor and the Superior Lessors or others for the time being concerned to take any appropriate action and not to permit any wilful voluntary or permissive waste or spoil to be done or suffered upon the demised premises

16. To pay to the Lessor and the Superior Lessors all expenses (including Solicitor's costs and Surveyor's fees) (i) incurred by the Lessor and the Superior Lessors for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court (ii) incurred by the Lessor and the Superior Lessors incidental to the preparation and service of a Schedule of Dilapidations at the end or sooner determination of the term hereby granted in respect of the demised premises

17. Not to permit or suffer to be done on the demised premises any act or thing which may be or become a nuisance or inconvenience to the Lessor the Superior Lessors or any other owner or occupier of any of the Flats or to the owner or occupier of any adjoining or neighbouring property
18. Not to use the demised premises for any trade profession or business whatsoever but to keep and use the demised premises as a private Flat for residential purposes only and in the occupation of not more than one family
19. Not to use the demised premises or permit or suffer the same to be used for any purpose of an illegal immoral improper unpleasant noisy or noxious nature
20. Not at any time hereafter without the Lessor's and the Superior Lessors' respective prior written consent to make or permit to be made any alteration in the construction height elevation or architectural appearance of the demised premises or any part thereof or to alter or cut any of the principal walls or timbers thereof or erect or build any additional or any substituted building whatsoever upon the demised premises or any part thereof or enclose the portico thereof (if any) or to erect any fences or obstruction poles wires aerials or other erection upon the demised premises or in any way alter add to or interfere with the central heating or hot water cistern (where applicable) in the demised premises
21. To pay the Lessor's and the Superior Lessors' respective Solicitor's costs and Surveyor's fees in connection with every application for the consent or approval of the Lessor and the Superior Lessors as may be required hereunder by the Lessee
22. Not to permit any water or liquid to soak through the floors of the demised premises or suffer dirt rubbish rags or refuse or any corrosive or harmful substance to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in or serving the demised premises and in the event of such happening without prejudice to the Lessor's other rights under this Lease immediately at the expense of the Lessee to rectify and make good all damage and injury thereby caused
23. At the expiration or sooner determination of the term hereby granted peaceably and quietly to surrender and yield up unto the Lessor or as it may direct the demised premises

with vacant possession with the appurtenances and all the Landlord's fixtures and fittings therein in good and substantial repair and condition and in all ways in accordance with the Lessee's covenants herein contained

24. Not to do or permit or suffer to be done any act or thing whereby the policy or policies of insurance in respect of the Estate or any part thereof may be or become void or voidable or whereby the rate of premium may be increased and any expenses incurred by the Lessor in or about any renewal of such policy or policies rendered necessary by a breach by the Lessee of this covenant shall be repaid by the Lessee to the Lessor and be recoverable by the Lessor as if they were rent in arrear

THE EIGHTH SCHEDULE above referred to
REGULATIONS TO BE OBSERVED BY THE LESSEE

1. The Lessee shall not:
 - (a) Affix or paint on any part of the demised premises any plate or notice or exhibit in any window or upon any external part of the demised premises or of the Estate or on any part of the common entrance hall staircases landings or passages any trade professional or business notice or advertisement whatsoever
 - (b) Hold or permit any sale or auction on the demised premises
 - (c) Keep in the demised premises any dog cat or other animal or bird
 - (d) Allow or permit window boxes or plants to be placed on any window cills or balconies without the prior written approval of the Lessor
 - (e) Throw refuse or permit refuse to be thrown from the windows or doors of the demised premises or expose washing clothes mats or rugs or hang beat or shake washing clothes mats or rugs on or from the windows landings balconies stairs or roof of the demised premises
 - (f) Erect or permit to be erected any external wireless or television aerial telephone or any other apparatus or make any attachment to the demised premises in connection therewith without the prior written approval

- of the Lessor or interfere with or cause or permit interference with the Television Aerial System (if any) at the demised premises
- (g) Play or permit the use of any piano gramophone or radio or television apparatus tape recorder or musical instrument in such manner so as to cause annoyance to the occupiers of neighbouring flats
 - (h) Permit music or singing after 11.00 p.m. or before 7.00 a.m
 - (i) Park or permit to be parked within the Estate any vehicle except in the parking space designated by the Lessor
 - (j) Leave open the front entrance door of the property
 - (k) Use or permit to be used any electrical lamp or apparatus unless connected to a suitable electric circuit protected by a suitable fuse in accordance with the requirements of the London Electricity Board
 - (l) Place or allow to be placed any large object in any refuse chute where it is likely to cause obstruction or place or allow to be placed any hot ashes or materials likely to cause damage in any refuse container or refuse chute
 - (m) Allow food to be placed which is likely to attract pigeons rats or other vermin pests to the demised premises or any adjoining flat or flats or any part of the Estate
 - (n) Nail or tack or use any adhesive substance to fix linoleum or lino tiles on any thermo-plastic flooring or apply any paint to any such flooring
 - (o) Drive nails or screws into the walls or woodwork of the demised premises or permit nails or screws to be so driven without the previous consent in writing of the Lessor
2. The Lessee shall:
- (a) Provide (if required) and maintain a dustbin for use in connection with demised premises
 - (b) Have the chimneys (if any) of the demised premise swept at least twice a year and at such other times as the Lessor may require

- (c) Be responsible for all damage caused by him or his family or visitors to the property and for any breach of any of these conditions by his family or visitors
- (d) Keep all passages and staircases in the Estate clear of obstruction of any kind
- (e) In making use of a lift or hoist where such is provided at the Estate observe the regulations made by the Lessor from time to time governing its use
- (f) When making use of the laundry or other common facilities observe the directions and pay the charges prescribed by the Lessor
- (g) Cultivate and maintain free from weeds any window boxes or plots of land forming part of the demised premises
- (h) Use economically any hot water provided by the Lessor to the demised premises

3. Any disputes between the Lessee and occupiers of flats for the time being forming part of the Reserved Property in respect of the use of the Property shall be settled by reference to the Lessor

4. Written application shall be made to the Lessor for any permission required for any purpose under the foregoing conditions

THE NINTH SCHEDULE above referred to
COVENANTS TO BE OBSERVED BY THE LESSOR

1. To keep in good and substantial repair and condition (and whenever necessary rebuild and reinstate and renew and replace all worn or damaged parts)

(1) The main structure of the Property including all foundations forming part of the Estate all exterior and all party walls and structures and all walls dividing the Flats from the common halls staircases landings steps and passages in the Estate and the walls bounding the same and all electrical and other fittings and windows in the Estate (but excluding the internal plaster the windows and electrical and other fittings inside any individual Flat for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 5 of the Seventh Schedule hereto) and all doors therein save such doors as give

access to individual Flats and including all roofs chimneys and every part of the Property above the level or the top-floor ceilings

(ii) All cisterns tanks sewers drains gutters pipes wires cables ducts and conduits and any other thing installed in the Property for the purpose of supplying water gas electricity heat (where applicable) and other usual services and for the purpose of draining away water and soil and for allowing the escape of steam and deleterious matter save only such cisterns tanks drains pipes wires cables ducts and conduits and other things as are solely installed or solely used for the purpose of any particular Flat and for which the Owner thereof is responsible under any provisions in his Lease corresponding to Paragraph 5 of the said Seventh Schedule

(iii) Any wireless and television masts and aerials cables and wires erected on the Property or in or over the roof or roofs of the Property and available for use with the Flats

(iv) All such parts of the Reserved Property not hereinbefore mentioned and all fixtures and fittings therein and additions thereto

PROVIDED that nothing herein contained shall prejudice the right of the Lessor and the Superior Lessors to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Lessor or the Superior Lessors or the Property by the negligence or other wrongful act of the Lessee or any such other person

2. To insure and keep insured (unless vitiated in whole or in part by any act or default of the Lessee) the Property (including the demised premises) against loss or damage by fire and such other risks as the Lessor may from time to time consider desirable to the full rebuilding cost thereof and to any extent in excess of such amount and against such other risks as the Lessor may from time to time deem necessary or prudent and to pay the premiums on any such insurances upon the due date and in the event of damage by fire or other cause to lay out forthwith all monies received from any such

insurance in rebuilding and reinstating the Property and making good such damage

3. To keep adequately lighted all such parts of the Reserved Property as are normally lighted or should be lighted and keep clean and tidy the said common halls staircases landings steps passages doors windows areas forecourts and courtyards

4. Upon the Lessors repainting cycle for the Property to paint in a workmanlike manner with two coats of good quality paint and to grain paper varnish distemper whiten stop and decorate in like manner all such parts of the said common halls staircases landings steps passages doors and windows of the Reserved Property as are usually so treated and upon the repainting cycle as aforesaid

(i) to clean burn off stop prime (as may be necessary) and paint in a workmanlike manner all external woodwork and

(ii) to clean brush or remove old paintwork and paint in a workmanlike manner all external and exposed metal work and

(iii) to clean rub down and paint in a workmanlike manner all such parts of the exterior of the buildings forming part of the Property as are now painted and

(iv) to cut out and repoint all loose or faulty joints in brickwork and around window frames and

(v) to clean out all gutters and repair or replace as required and

(vi) to repair or remove and replace defective and broken tiles slates and lead and asphalt roof covers

(vii) to cut out and repoint with cement any cracks and faulty joints in chimney stacks (if any)

5. To manage the Property for the purpose of keeping the Property in a condition similar to its present state and condition

THE COMMON SEAL of THE LORD)
MAYOR AND CITIZENS OF THE)
CITY OF WESTMINSTER was)
hereunto affixed by Order:)

Sealed

G. Matthews
City Solicitor

SEMLEY HOUSE

DATED

1985

HOUSING ACT 1980 (AS AMENDED)

THE LORD MAYOR AND CITIZENS OF
THE CITY OF WESTMINSTER

- to -

SUB-UNDERLEASE

- of -

Flat No. Semley House
Semley Place in the City of
Westminster

City Solicitor
City of Westminster
Westminster City Hall
Victoria Street
LONDON SW1E 6QP