

THIS LEASE is made the day of Two thousand and
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 the Lessee specified in the Particulars (hereinafter called "the Lessee") of the
other part

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

- (A) "the Act" means the Housing Act 1985 (as amended)
- (B) "the Demised Premises" means the premises described in the Fourth Schedule hereto
- (C) "the Estate" means the Estate described in the First Schedule hereto
- (D) "the Flats" means the flats forming part of the Property and "Flat" has a corresponding meaning
- (E) "an Inflation Allowance" means as prescribed by the Secretary of State in accordance with the Housing (Right to Buy) (Service Charges) Order 1986
- (F) "the Initial Period" means the period commencing from the start of the Reference Period or the date of this Lease whichever is the earlier to the end of the Lessor's fifth Financial Year beginning after the date of this Lease
- (G) "the Lessee" includes two or more joint Lessees their survivor or survivors and the successors in title and assigns of the Lessee
- (H) "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
- (I) "the Lessor's Financial Year" means the period from the First day of April in any year to the last day of March in the following year or such other period of one year's duration as shall from time to time be determined by the Lessor in which case the appropriate transitional arrangements shall be made

- (J) "the Owner" means the lessee for the time being of a Flat demised for a term exceeding twenty-one years
- (K) "the Particulars" means those particulars of lease recorded on the front page hereof
- (L) "the Property" means the property described in the Second Schedule hereto
- (M) "the Reference Period" means the period commencing three months after the Reference Period Date specified in the Particulars to the end of the Lessor's fifth Financial Year beginning after that date
- (N) "the Reserved Property" means the property described in the Third Schedule hereto
- (O) "the Superior Lessor" means the Lessor for the time being of the Underlease
- (P) "the Underlease" means an Underlease dated the fourth day of July One thousand nine hundred and sixty nine 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
- (Q) The obligations of joint Lessees shall be joint and several
- (R) Words importing only the masculine gender shall include the feminine and the singular number shall include the plural
- (S) 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

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the Purchase Price specified in the Particulars now paid by the Lessee to the Lessor (receipt whereof the Lessor hereby acknowledges) and of the rent and other monies hereinafter reserved and covenanted to be paid and the Lessee's covenants hereinafter contained the Lessor HEREBY DEMISES unto the Lessee with full title guarantee 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 Commencement Date specified in the Particulars (less the last fifteen days thereof) YIELDING AND PAYING therefor by way of rent during the term hereby granted (A) 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) 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:

- (A) During the Reference Period pay to the Lessor the average annual amounts shown in Part I of the Tenth Schedule hereto as the Lessee's estimated contributions AND will pay on demand the amount by which the estimated amount is less than the total amount due and payable by the Lessee in respect of the items referred to in Part I of the said Tenth Schedule such total amount being a fair and reasonable proportion (as determined by the Lessor) of the total monies properly and reasonably expended by the Lessor in respect of

such items for or otherwise for the benefit or use of the Property

- (B) During the Initial Period pay to the Lessor the Lessee's estimated contributions in respect of works (including works for the making good of structural defects) itemised in Part II of the said Tenth Schedule and the Lessee's estimated contributions in respect of improvements (if any) itemised in Part III of the said Tenth Schedule together in each case with an Inflation Allowance
- (C) From the expiry of the Reference Period or the Initial Period as the case may be pay to the Lessor during the remainder of the term hereby granted such annual sum as may be notified to the Lessee by the Lessor from time to time as representing a fair and reasonable proportion of the reasonably estimated amount required to cover the costs and expenses incurred or to be incurred by the Lessor in carrying out any improvements or providing any additional services to the Reserved Property or to the Estate as the Lessor may in its absolute discretion from time to time during the remainder of the term hereby granted consider necessary and which are for the benefit of the Demised Premises or the Lessee and in carrying out the obligations or functions contained in or referred to in this Clause and in Clauses 4 and 6 hereof and in performing the covenants set out in the Ninth Schedule hereto (save the costs and expenses incurred in rebuilding or reinstating the Property or any part thereof in accordance with the provisions of Paragraph 18 of Schedule 6 to the Act) and also insofar as such works have not been carried out when the Reference Period or the Initial Period as the case may be has expired the works referred to in Part II and Part III of the Tenth 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 herein contained and in the event of default by the Lessee such Management Charges shall be forthwith recoverable by action

as if rent in arrear 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 for the time being not sold or let on long lease for a term exceeding twenty one years

(D) Pay to the Lessor on demand the amount by which the estimated sum paid by the Lessee to the Lessor under Sub-clause (C) of this Clause in respect of the Management Charges is less than a fair and reasonable proportion (as determined by the Lessor) of the total monies properly and reasonably expended or retained by the Lessor such fair and reasonable proportion (determined as aforesaid) being a proportion 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

(E) If the amount by which the estimated Management Charges paid by the Lessee to the Lessor under Sub-clauses (A) or (C) of this Clause is more than a fair and reasonable 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 rent 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 the Underlease 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 Estate or 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 Estate or 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-clauses (A)(i) and (ii) of this Clause the Ninth Schedule hereto and Part II and Part III of the Tenth Schedule hereto 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 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 said rent or Management Charges or any part or parts thereof or any other monies due hereunder 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 at the Demised Premises by post and any notice to the Lessor shall be deemed to be sufficiently served if addressed to the Chief Executive of Westminster City Council and delivered to him personally or sent to him by post or left at 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 £250,000

10. IT is hereby certified that there is no Agreement for Lease to which this Lease gives effect
IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has signed this document as a Deed the day and year first above written

THE FIRST SCHEDULE above referred to

THE ESTATE

ALL THAT area of land situate in the City of Westminster shown for the purposes of identification only outlined in red on the plan annexed hereto comprising land garden flats maisonettes garages parking spaces (if any) stores and premises being the Estate known as specified in the Particulars

THE SECOND SCHEDULE above referred to

THE PROPERTY

ALL THAT piece or parcel of land being part of the Estate and known as specified in the Particulars 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 all other parts of the Estate other than the Property

THE FOURTH SCHEDULE above referred to

THE DEMISED PREMISES

ALL THAT Flat and Store including the surface of the floors above the joists and the surface of the floor of the balcony (if any) and the ceiling of the Flat and Store 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 and Store 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 Store and the doors and door frames) as the same is situate on the Floor Level of the Property specified in the Particulars and known as the Demised Premises specified in the Particulars TOGETHER with all conducting media which are laid in any part of the Property and serve exclusively the Flat and Store ALL which Demised Premises are for the purposes of identification only shown coloured pink on the said plan TOGETHER ALSO with such garden ground (if any) PROVIDED that all internal walls and structures separating the Demised Premises from any other Flat and Store 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 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 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 and the right of free passage through any telephone cables serving 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 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 has not been sold or let on long lease for a term exceeding twenty one years) except in case in 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 over under or upon the Demised Premises and the right of free passage through any telephone cables passing over or through 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 Lessor 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 or carrying out any other works 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 property

5. The right for the Lessor in its absolute discretion at any time or times during the term hereby granted to:-

- (i) extend the Property (but not the Demised Premises) whether by constructing an addition or additions thereto or increasing the height of the Property or carrying out any other alterations thereto
- (ii) carry out any improvements or provide additional or substitute services to the Property (but not the Demised Premises) or to the Estate
- (iii) divert substitute stop-up close or otherwise alter any of the estate roads driveways vehicular accessways or footways or landscaped areas on the Estate
- (iv) construct a building or buildings of any description on any part of the Estate
- (v) the right of the Lessor and/or the Superior Lessor to agree with an adjoining or adjacent occupier variations in the boundaries of the Estate excluding the Demised Premises

THE SEVENTH SCHEDULE above referred to

COVENANTS ON THE PART OF THE LESSEE

1. To pay the said yearly rent Management Charges and other monies herein reserved and/or payable at the times and in the manner at and in which the same are made payable without any

deduction

2. To bear pay and discharge all water 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 Lessor 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 (save in the case of damage by fire or other risk against which insurance shall have been effected unless the insurance policy shall have been vitiated or payment of the policy monies or part thereof refused in consequence of some act neglect or default on the part of or suffered by the Lessee) 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 communal supply of heat and hot water to the Property or part thereof 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 paragraph 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 of the term hereby granted (howsoever determined)

7. To permit the Lessor and the Superior Lessor with or without workmen and all other persons authorised by them 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/or the Superior Lessor 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/or the Superior Lessor and all persons authorised by them 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 Lessor 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 specified by law or by notice requiring the same to be done or if no such time is specified 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 Lessor 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 Lessor and their respective agents for work done by the Lessor and the Superior Lessor or 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 three years from the date hereof the Lessee shall make a relevant disposal of the Demised Premises or any part thereof the Lessee shall pay to the Lessor on demand the Discount specified in the Particulars (being the discount allowed to the Lessee on the execution hereof) but reduced by one third for each complete year which elapses after the date of these presents and before the relevant disposal PROVIDED that if there is more than one relevant disposal during the said period of three years the liability to repay the discount shall arise only on the first of them AND PROVIDED FURTHER that a disposal is a relevant disposal for the

purposes of this Paragraph if it is -

- (a) an assignment of this Lease; or
- (b) the grant of a sub-lease (other than a mortgage term) for a term of more than twenty-one years otherwise than at a rack rent,

whether the disposal is of the whole or part of the Demised Premises and for the purposes of (b) above it shall be assumed that any option to renew or extend a sub-lease, (whether or not forming part of a series of options) is exercised and that any option to terminate a sub-lease is not exercised

A relevant disposal is exempted by this Paragraph if -

- (a) it is a disposal of the whole of the Demised Premises and an assignment of this Lease and the person or each of the persons to whom it is made is a qualifying person as hereinafter defined;
- (b) it is a vesting of the whole of the Demised Premises in a person taking under a will or on an intestacy
- (c) it is a disposal of the whole of the Demised Premises in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975;
- (d) the property disposed of is acquired compulsorily by a person who has made or would have made or for whom another person has made or would have made a compulsory purchase order authorising its compulsory purchase for the purposes for which it is acquired

For the purposes of this Paragraph a person is a qualifying person in relation to a disposal if he -

- (a) is the person or one of the persons by who it is made;
- (b) is the spouse or a former spouse of that person or one of those persons; or

- (c) is a member of the family of that person or one of those persons and has resided with him throughout the period of twelve months ending with the disposal

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 or a certified copy thereof to the Lessor's and the Superior Lessor's Solicitors for registration and to pay to the Lessor's and the Superior Lessor's Solicitors the reasonable costs of registration being not less (in the case of the Lessor's Solicitors) than a fee of THIRTY POUNDS (£30.00) in respect of each document so registered

12. In the event of the Lessor or the Superior Lessor contemplating selling or granting a lease of the 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 1990 nor to apply for or knowingly permit any application for permission under the said Town and Country Planning Act 1990 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 provision of the said Town and Country Planning Act 1990 and to keep the Lessor 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 Lessor 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 1990 and if so required by the Lessor and/or the Superior Lessor to produce such notice or proposal to it and without delay to take all reasonable and necessary steps to comply with any such notice or proposal and at the request of the Superior Lessor and/or the Lessor (if the Lessor is not the Local Planning Authority) but at the cost of the Lessee to make or join with the Lessor and/or the Superior Lessor or any other person the Lessor shall direct in making such objection or representation against or in respect of any such notice order or proposal as the Lessor and/or the Superior Lessor 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 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 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 Lessor all expenses (including Solicitor's costs and Surveyor's fees) (i) incurred by the Lessor and/or the Superior Lessor in or in contemplation of any proceedings under Sections 146 and/or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court and (ii) incurred by the Lessor and/or the Superior Lessor incidental to the preparation and service of a Schedule of

Dilapidations at the end of the term hereby granted (howsoever determined) in respect of the Demised Premises

17. Not to commit or permit others (including for the avoidance of doubt other occupiers of the Demised Premises his or their visitors or licensees or minors) to do or suffer to be done on the Demised Premises or the Estate any act or thing which may be or become a nuisance or inconvenience to the Lessor and/or the Superior Lessor or to any other owner or occupier of any of the Flats or to any other person including (without limiting the generality of the foregoing) any act or thing which in the opinion of the Lessor and/or the Superior Lessor amounts or may amount to harassment on the grounds of colour, race, ethnic or national origin including abusive behaviour (whether verbal or otherwise)

18. Not to use the Demised Premises for any trade profession or business whatsoever but to keep and use the Demised Premises as a single private Flat for residential purposes only

19(a) 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

19(b) Not to damage or otherwise deface or permit the damage or defacement of any part of the Reserved Property and in the event of any breach of this sub paragraph to pay to the Lessor forthwith on demand any costs of making good such damage or other defacement

20. Not at any time hereafter without the Lessor's and the Superior Lessor's prior written consent (such consent being required from the Lessor as landlord in addition to any consent required from the Lessor in its capacity as a local planning authority) 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 aerals or other erection upon the Demised Premises or in any way alter add to or interfere with the central heating or hot water system (where applicable) in the Demised Premises

21. To pay the Solicitor's costs and Surveyor's fees of the Lessor and the Superior Lessor in connection with every application for the consent or approval of the Lessor and the Superior Lessor 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 Lessor's 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

25. Where there is an independent space heating and/or hot water system within and serving

only the Demised Premises fuelled by natural gas to have such system inspected and serviced annually by a contractor approved by the appropriate Gas Authority and to produce to the Lessor on demand a current receipted account in respect of such inspection and service

26. To pay any value added tax lawfully imposed upon and added to any fee charge cost or expense in respect of goods and services supplied by or on behalf of the Lessor and/or the Superior Lessor under or in connection with this Lease or the net cost to the Lessor and/or the Superior Lessor of value added tax for which the Lessor and/or the Superior Lessor as the case may be may be liable to third parties in respect of goods and services supplied under or in connection with this Lease

27. Without prejudice to the Lessor's rights hereunder in the event of any rent Management Charges or part thereof or any other monies due to the Lessor under the provisions of this Lease remaining unpaid for more than twenty-eight days after becoming due to pay to the Lessor interest on the amount outstanding for the period from the due date until the date of payment such interest to be at the rate from time to time in force under Section 32 of the Land Compensation Act 1961

28. To observe and perform the covenants agreements and conditions contained in the Underlease insofar as the same are not to be performed and observed by the Lessor by virtue of the provisions herein contained AND the Lessee shall indemnify the Lessor from and against all actions costs claims and demands in respect of any non-observance or non performance thereof by the Lessee

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 halls 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 without the Lessor's written consent and where such consent is granted to keep a dog not to allow the dog off the lead whilst on any part of the Reserved Property or the Estate other than the Demised Premises
- (d) Allow or permit window boxes or plants to be placed on any window sills 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 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 11.00pm
- (i) Bring liquefied petroleum gas or any other explosive substance on to the Demised Premises nor shall the Lessee use or keep or permit to be used or kept liquefied petroleum gas or any other explosive substance on the Demised Premises

- (j) Park or permit to be parked within the Estate any vehicle except in a parking space designated by the Lessor
- (k) Leave open the front entrance door of the Property
- (l) 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
- (m) 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
- (n) 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 on any part of the Estate
- (o) Nail or track or use any adhesive substance to fix linoleum or lino tiles on any thermo-plastic flooring or apply any paint to any such flooring
- (p) 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 the Demised Premises
- (b) Have the chimneys (if any) of the Demised Premises 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 on 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 not sold or let on long lease for a term exceeding twenty one years 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)
 - (i) 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 and chimneys and every part of the Property above the level of 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 sewers 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 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 Property by the negligence or other wrongful act of the Lessee or any such other person

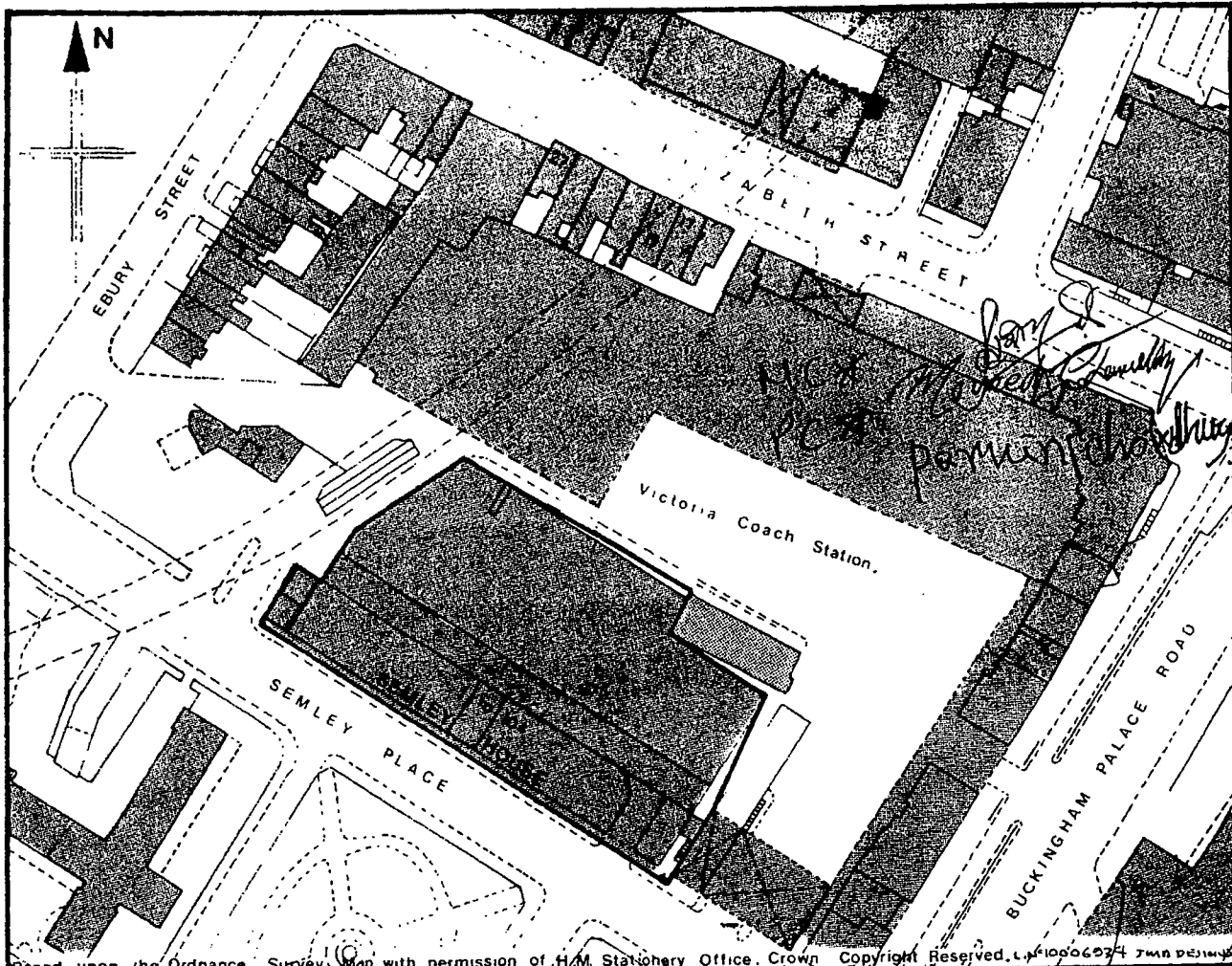
2. To keep adequately lighted all such parts of the Reserved Property as are normally lighted or should be lighted and keep clean and tidy the said common halls staircases landings steps passages doors windows areas forecourts and courtyards

3. At the discretion of the Lessor to paint in a workman-like 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 Reserved Property as are usually so treated and at the discretion of the Lessor 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 and
- (vii) to cut out and repoint with cement any cracks and faulty joints in chimney stacks (if any)

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



Based upon the Ordnance Survey Map with permission of H.M. Stationery Office. Crown Copyright Reserved. L110066574 7mm DEDIM

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