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DATED

2nd December

1993

Certified true copy
Blm & Co.

DAVID GEORGE COLE

to

JEAN CHRISTOPHE BEDOS

LEASE

of

Flat A, 50 Queens Avenue,
Muswell Hill, London N10

Plant Gold & Co
1-2 Faulkner's Alley, Cowcross Street
London EC1M 6DD
Tel: 071 490 3331
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Ref: MEP

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HM LAND REGISTRY

Land Registration Acts 1925 to 1988

Lease of Part

LONDON BOROUGH:

Haringey

TITLE NUMBER:

PROPERTY:

Flat A
50 Queens Avenue

THIS LEASE is made the 2nd day of

December 1993

BETWEEN

- (1) **DAVID GEORGE COLE** of Shalimar, 19 Broad Walk, Winchmore Hill, London N21 3DA ("the Landlord") and
- (2) **JEAN CHRISTOPHE BEDOS** of 50 Queens Avenue, London N10 ("the Tenant")

NOW THIS DEED WITNESSETH as follows:

1. Definitions and Interpretation

in this Lease:

- 1.1 "the plan" means the plan annexed to this Lease
- 1.2 "the premises" means all that ground floor flat known as Flat A, 50 Queens Avenue, Muswell Hill, London N10 shown for the purpose of identification only edged red on the plan and includes:
- 1.2.1 all additions and improvements to the premises
- 1.2.2 all the Landlord's fixtures and fittings and fixtures of every kind that shall from time to time be in or on the premises (whether originally affixed or

fastened to or upon the premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the premises without defacing the premises

1.2.3 the internal load-bearing walls

1.2.4 the doors, door frames, windows, window frames and the glass in the doors and windows

1.2.5 the inner half severed medially of all internal load-bearing walls shared with any other flat in the building or with common parts

1.2.6 the ceiling of the flat up to a depth severed horizontally of the bottom of the floor joists of the floor above

1.2.7 the floor of the flat excluding the foundations

1.2.8 the inner half severed medially of the load-bearing walls up to and down to the levels referred to in sub-clauses 1.2.6 and 12.7

1.2.9 all pipes in or on the premises that exclusively serve the premises

1.3 "the building" means the land and premises owned by the Landlord and known as 50 Queens Avenue, Muswell Hill, London N10 shown edged blue on the plan

1.4 "the main structure" means the roof and foundations of the building and the external half of the main load-bearing walls of the building severed medially

1.5 "the term" means 125 years from and including 1st January 1992

1.6 "the rent" means:

until 1st January 2017 £150 p.a. and thereafter

until 1st January 2042 £300 p.a. rising thereafter

until 1st January 2067 to £500 p.a. then rising

until 1st January 2092 to £700 p.a. and finally rising

until the end of the term to £900 p.a. **PROVIDED THAT** at no time during the term shall the annual rent hereinbefore specified exceed the maximum rent permitted by any legislation (present or future) which would enable the Tenant to claim the protection of the Rent Act 1977

1.7 "the insurance rent percentage" means 25%

1.8 "the insurance rent" means:

1.8.1 the insurance rent percentage of the cost to the Landlord from time to time of paying the premium for insuring the building and

1.8.2 all of any increased premium payable by reason of any act or omission of the Tenant

1.9 "the services" means the services, facilities and amenities specified in the First Schedule

1.10 "financial year" means the period from 1st January to 31st December in each year

1.11 "additional items" means the matters (if any) specified in the Second Schedule

1.12 "annual expenditure" means:

1.12.1 all costs expenses and outgoings whatever reasonably and properly incurred by the Landlord during a financial year in or incidental to providing all or any of the services and

1.12.2 all sums reasonably and properly incurred by the Landlord during a financial year in relation to the additional items and

1.12.3 any VAT payable on such sums costs, expenses and outgoings but excluding any expenditure in respect of any part of the building for which the Tenant or any other tenant is wholly responsible and excluding any expenditure that the Landlord recovers or that is met under any policy of insurance maintained by the

- Landlord pursuant to his obligations in this Lease
- 1.13 "the service charge percentage" means 25% subject to the provision for variations contained in paragraph 7 of the Third Schedule
- 1.14 "the service charge" means the service charge percentage of the annual expenditure
- 1.15 "the initial provisional service charge" means £100
- 1.16 "the insured risks" means fire, lightning, explosion, aircraft (including articles dropped from aircraft), riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, bursting and overflowing of water pipes, tanks and other apparatus and impact by road vehicles and such other risks as the Landlord from time to time in his absolute discretion shall decide
- 1.17 "a group company" means a company that is a member of the same group as the Landlord within the meaning of the Landlord & Tenant Act 1954 Section 42
- 1.18 "the surveyor" means any person or firm appointed by the Landlord to perform any or all of the functions of the surveyor under this Lease (including an employee of the Landlord or a group company and including also the person or firm appointed by the Landlord to collect the rent)
- 1.19 "pipes" means all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other connecting media and includes any fixings and any other ancillary apparatus
- 1.20 "neighbouring property" means any neighbouring or adjoining land or premises in which the Landlord (or a group company) has a freehold or leasehold interest or in which during the term the Landlord shall acquire a freehold or leasehold interest
- 1.21 "common parts" means paths, halls, staircases and other accessways and areas in the building or its curtilage that are during the term provided by the Landlord

common use by the tenants and occupiers of the building or persons expressly or by implication authorised by them

1.22 "the rents" means the rent, the insurance rent and the service charge

1.23 "the Planning Acts" means the Town & Country Planning Act 1990 and all statutes, regulations and orders included by virtue of clause 1.37

1.24 "the agent" means any person or firm appointed by the Landlord (including an employee of the Landlord or a group company) to perform any of the functions of the agent under this Lease

1.25 "the management company" means a company ownership of whose shares (or in the case of a company limited by guarantee membership of which company) is to be limited to the tenants of flats in the building

1.26 "the permissions" means all planning permissions or other permits or consents that may be required under the Planning Acts or any other statute to enable the Landlord to rebuild and reinstate the building

1.27 "the interest rate" means 4% per year above the base lending rate of Barclays Bank plc or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate in writing or should such base rate cease to exist such other rate of interest as is most closely comparable with this rate as may be agreed between the parties or in default of agreement be determined by the surveyor acting as an expert and not as an arbitrator

1.28 references to consent of the Landlord or words to similar effect are references to consent in writing signed by or on behalf of the Landlord and "approved" or "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord

- 1.29 the expressions "the Landlord" and "the Tenant" include the person for the time being entitled to the reversion immediately expectant on the determination of the term and the Tenant's successors in title respectively
- 1.30 where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations
- 1.31 words importing one gender shall be construed as importing any other gender
- 1.32 words importing the singular number shall be construed as importing the plural and vice versa
- 1.33 references to any right of the Landlord to have access to the premises shall be construed as extending to any mortgagee of the premises and to all persons authorised by the Landlord and any mortgagee (including agents, professional advisers, contractors, workmen and others) where such superior lease or mortgage grants rights of access to the superior landlord or mortgagee
- 1.34 any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person (where the Tenant is aware that such act or thing is being done)
- 1.35 any covenant on the part of the Landlord shall not be binding upon any landlord after he shall have parted with the reversion of the term
- 1.36 any provisions in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent or approval of any subsisting mortgagee of the premises where such consent shall be required
- 1.37 any references to a specific statute include any statutory extensions or modification amendment or reenactment of such statute and any regulations or orders made under

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1.38 references to any clause, sub-clause or schedule without further designation shall be construed as a reference to the clause, sub-clause or schedule to this Lease so numbered

1.39 the clause, paragraph and schedule headings and the table of contents do not form part of this Lease and shall not be taken into account in its construction or interpretation

2. Demise

In consideration of the premium paid by the Tenant to the Landlord (receipt of which the Landlord acknowledges) the Landlord **DEMISES** to the Tenant the premises **TOGETHER WITH** the rights specified in the Fourth Schedule and **EXCEPT AND RESERVING** to the Landlord the rights specified in the Fifth Schedule **TO HOLD** the Premises to the Tenant for the term **SUBJECT TO** all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the premises **YIELDING AND PAYING** to the Landlord:

2.1 the rent payable in advance without any deduction on 1st January in each year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the date of this Lease to the next annual payment date and

2.2 by way of further rent the insurance rent payable on demand in accordance with clause 5.3 and the service charge payable in accordance with the Third Schedule

3. The Tenant's Covenants

The Tenant **COVENANTS** with the Landlord:

3.1 to pay the rents on the days and in the manner set out in this Lease and not to

exercise or seek to exercise any right or claim to withhold the rents

3.2 to pay or procure the payment of:

3.2.1 all Community Charges, Council Tax, rates, assessments, duties, charges, impositions and outgoings assessed or imposed upon himself or other occupiers of the land

3.2.2 all VAT (or tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

3.3 to repair the premises and keep them in repair excepting damage caused by an insured risk unless the insurance money is irrecoverable in consequence of any default of the Tenant or anyone at the premises expressly or by implication with the Tenant's authority and under the Tenant's control

3.4 to replace from time to time the Landlord's fixtures and fittings in the premises that may be or become beyond repair at any time during or at the expiration of the term

3.5 to clean the premises and keep them in a clean condition and in particular to clean the windows of the premises at least once in every calendar month

3.6 to keep the garden area (if any) tidy and properly cultivated

3.7 at least once in every seventh year of the term and the last year to redecorate the interior of the premises in a good and workman like manner and with appropriate materials of good quality

3.8 not to make any structural or external alterations or any additions to the premises without the prior written consent of the Landlord

3.9 not to make any connection with the pipes serving the premises otherwise than in

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- accordance with plans and specifications approved by the Landlord (such approval not to be unreasonably withheld or delayed subject to consent to make such connections having previously been obtained from the competent authority or undertaker)
- 3.10 at the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the premises or the use to which the premises are being put that are required in order to comply with the requirements of any statute (already passed or in the future to be passed) or any Government department, local authority, other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the occupier
- 3.11 not to do in or near the premises any act or thing by reason of which the Landlord may under any statute incur, have imposed upon him or become liable to pay any penalty, damages, compensation, costs, charges or expenses
- 3.12 to use the premises for the purpose of a private residence in the occupation of one family only
- 3.13 not to use the premises for a sale by auction or for any trade, business, manufacture or profession or for any illegal or immoral act or purpose
- 3.14 not to do on the premises or being or allow to remain upon the premises anything that may be or become or cause a nuisance annoyance disturbance or inconvenience injury or damage to the Landlord his tenants or the owners or occupiers of adjacent property or any neighbouring property
- 3.15 not to assign underlet or part with possession of part only of the premises
- 3.16 within 28 days of any assignment charge underlease or sub-underlease or any transmission or other devolution of any interest in or relating to the premises to

produce to the Landlord's Solicitors for registration such deed or document or a certified copy of it and to pay the Landlord's Solicitors' reasonable charges being not less than £20 plus VAT for the registration of every such document

3.20.2

3.17.1 The Tenant will cause to be inserted in every underlease (whether mediate or immediate) except in the case of a sub-letting at a rack rent without payment of a premium for a period not exceeding seven years a covenant by the underlessee with the Landlord and with the Tenant to observe and perform all the covenants and conditions of this Lease (except the covenants for the payment of the rents with a condition permitting re-entry in case of any breach (except as aforesaid)

3.20.3

3.17.2 Upon assignment of this Lease the Tenant will cause the assignee to enter into a direct covenant with the Landlord to observe and perform the covenants and conditions hereof and to cause every underlease to contain similar provisions

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3.18 That the Tenant will not at any time during the term underlet or permit the premises to be underlet except upon the terms that the underlessee shall be liable to pay throughout the term of such underlease not less than the aggregate of the rents hereby reserved

3.19 not to affix or exhibit on the outside of the building or display anywhere on the premises any placard sign notice or board or advertisement except a notice advertising the premises for sale

3.20 to permit the Landlord and all persons authorised by the Landlord with or without workmen equipment and materials on prior notice to the Tenant except in case of emergency:

3.20.1 to enter upon the premises for the purpose of ascertaining that the

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covenants and conditions of this Lease have been observed and performed

3.20.2 to view (and to open up floors and other parts of the premises where such opening-up is required in order to view) the state of repair and condition of the premises and

3.20.3 to give to the Tenant (or leave at the premises) a notice specifying any repairs, cleaning or painting that the Tenant has failed to execute in breach of the terms of this Lease and requesting the Tenant immediately to execute the same including the making good of such opening-up (if any) as mentioned in clause 3.18.2 **PROVIDED THAT** the Landlord shall make good any opening-up if it reveals no breaches of the terms of this Lease

121 immediately to repair, cleanse, maintain and paint the premises as required by any such notice as mentioned in clause 3.18.3 provided that if within one month of the service of such notice the Tenant has not commenced and is not proceeding diligently with the execution of the work referred to in the notice the Landlord may enter the premises to execute such work as may be necessary to comply with the notice and the Tenant shall pay to the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyors' fees) within 14 days of a written demand being made

122 not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the premises and to indemnify the Landlord and keep the Landlord indemnified against all liability whatsoever including costs and expenses in

	respect of any future contravention of planning control insofar as it relates to the premises		of:
			3.26.1
3.23	at his own expense to obtain all planning permissions and serve all such notices as may be required for the carrying out of any operations on the premises that may constitute development within the meaning of the Town & Country Planning Act 1990 Section 55		3.26.2
3.24	not to carry out or make any alteration or addition to the premises until:		
3.24.1	all necessary notices under the Planning Acts have been served and	3.27	not to stop
3.24.2	all necessary permissions under the Planning Acts have been obtained	3.28	to take all r
3.25	to pay to the Landlord on an indemnity basis all costs, fees, charges, disbursements and expenses (including without prejudice to the generality of the above those payable to counsel, solicitors and surveyors) properly and reasonably incurred by the Landlord in relation to or in contemplation of or incidental to:		other easem
3.25.1	every application made by the Tenant for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn, and	3.29	made on the
3.25.2	the preparation and service of a notice under the Law of Property Act 1925 Section 146 or the taking of proceedings under the Law of Property Act 1925 Sections 146 or 147 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court	3.30	easement ac
3.26	to be responsible for and to keep the Landlord fully indemnified against all damage, damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out		or make an
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- 3.26.1 any act, omission or negligence of the Tenant or any persons at the premises expressly or impliedly with the Tenant's authority and under the Tenant's control or
- 3.26.2 any breach or non-observance of the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject
- 1.27 not to stop up, darken or obstruct any windows or light belonging to the building
- 1.28 to take all reasonable steps to prevent any new right of light way or passage or any other easement or right whatsoever being acquired over or any encroachment being made on the premises or the building and to inform the Landlord immediately of any easement acquired or encroachment made or of any attempt to acquire an easement or make an encroachment and at the request of the Landlord but at the cost of the Tenant to adopt such means as shall reasonably be required to prevent the making of such encroachment or the acquisition of any such easement
- 1.29 at the expiration of the term to yield up the premises in repair and in accordance with the terms of this Lease
- 1.30 to give full particulars to the Landlord of any notice direction order or proposal for the premises made issued or given to the Tenant by any legal or public authority within seven days of receipt and if so required by the Landlord to produce it to the Landlord and without delay take all necessary steps to comply with the notice direction or order and at the request of the Landlord to make or join the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall deem expedient

3.31	if the Rent or any other sum due under this Lease is unpaid 21 days from the date due whether formally demanded or not to pay to the Landlord interest on the rent or other sum due from the date on which payment was due to the date of payment both before and after any Judgment at the interest rate and such interest shall be deemed to be rent due to the Landlord provided that nothing in this clause shall entitle the Tenant to withhold or delay any payment of the rent or any other sum due under this Lease after the date upon which it falls due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) his rights under the proviso for re-entry contained in this Lease	3.3 3.3 3.3 3.36 not the 3.37 at al unde 3.38 not i the c clair the F flat i furni 3.39 at all to tir clean occup 4. The l The Landlor 4.1 to per
3.32	to permit the Landlord at all times during the term to exercise without interruption or interference any of the rights granted to him by virtue of the provisions of this Lease	
3.33	not to throw any dirt, rubbish, rags or other refuse or permit any dirt, rubbish, rags or other refuse to be thrown into the sinks, baths, lavatories, cisterns or waste or soil pipes in the premises	
3.34	not to play or use or permit the playing or use of any musical instrument, television, radio, loudspeaker or mechanical or other noise-making instrument of any kind or practice any singing or permit the practising of any singing on the premises between the hours of 11 pm and 7 am or at any other time or times so as to cause any nuisance or annoyance to any of the occupants of the other parts of the building or any neighbouring property and for these purposes the decision of the Landlord as to what constitutes a nuisance or annoyance shall be final and binding on the parties	
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- 3.35.1 hang or expose in or upon any part of the premises so as to be visible from the outside any clothes or washing of any description or other articles, or
- 3.35.2 place outside the premises any flower box, pot or other like object, or
- 3.35.3 shake any mats, brooms or other articles inside any part of the building (other than the premises) or out of the windows either of the premises or of any other part of the building
- 1.36 not to keep any dog or other animal, bird or pet whatsoever in the premises without the previous consent in writing of the Landlord (which may be withdrawn)
- 1.37 at all times to cover the floors of the premises and keep them covered with carpet and underlay or other suitable covering
- 1.38 not to obstruct the Common Parts or cause or permit them to be obstructed and to pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his servants agents licensees or visitors to any part of the Building or to the person or property of the tenants or the occupiers of any other flat in the building by the carrying of furniture or other goods into or removal of furniture or other goods from the premises or otherwise
- 1.39 at all times to observe and perform all regulations that the Landlord may from time to time in his absolute discretion think fit to make for the management care and cleanliness of the building and the comfort, safety and convenience of all its occupants

1 The Landlord's Covenants

The Landlord COVENANTS with the Tenant:

- 4.1 to permit the Tenant peaceably and quietly to hold and enjoy the premises without any

interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

4.2 at the written request of the Tenant to enforce by all means available to the Landlord the covenants entered into by any other tenant in the building in the same terms as clause 3 of this Lease **PROVIDED THAT:**

4.2.1 the Landlord shall not be required to take or proceed with any action or to incur any legal costs or other liability under this sub-clause unless and until the Tenant requesting action has entered into a deed of indemnity (in a form to be approved by the Landlord and prepared and completed at the expense of the Tenant) fully and effectually indemnifying the Landlord and his successors in title in respect of all legal costs and other liabilities such indemnity to be supported by such security as the Landlord in his absolute discretion may from time to time require

4.2.2 the Landlord may at his absolute discretion before taking any action under this clause or during the course of any such proceedings already instituted require the Tenant or the person requesting such action at his or their own expense to obtain for the Landlord from leading counsel to be nominated by the Landlord advice in writing as to the merits of any contemplated action or the merits of continuing any such action in respect of the allegations made and in that event the Landlord shall not be bound to take action unless leading counsel advises that action should be taken or continued and is likely to succeed

4.3 to observe and perform the obligations contained in the First Schedule

4.4 that on the grant of any lease of any other premises in the building on such terms that the Tenant thereof becomes an owner of such premises the Landlord will insert in

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such Lease covenants by the Tenant thereof to observe and perform in relation to such premises stipulations in similar terms on the part of the tenant to those contained herein

45 that whilst any premises comprised in the building shall not for the time being be let or shall be let or shall be let on terms under which the tenant thereof shall not be liable to pay a proportion of service charge that would be payable hereunder the Landlord shall be liable to make such payments as the tenant thereof would have been liable to make had such premises been let on terms similar to those contained herein as to such service charge

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46 that the Landlord will (as to any premises in the building which shall be in the possession of the Landlord or which may come into his possession by the determination of the Lease of any premises at all times during the term hereby granted observe and perform the restrictions and regulations and covenants in similar terms to those contained herein

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1 Insurance

51 The Landlord COVENANTS with the Tenant to insure the premises subject to the Tenant paying the insurance rent unless such insurance is vitiated by any act of the Tenant or anyone at the premises expressly or by implication with the Tenant's authority

Insurance shall be affected:

5.2.1 against damage or destruction by the insured risks to the extent that such insurance may ordinarily be arranged for properties such as the premises and subject to such excesses, exclusions or limitations as the insurer may require

5.2.2 in such substantial and reputable insurance office or with such underwriters

and through such agency as the Landlord may from time to time decide

5.2.3 for such sum as the Landlord shall from time to time be advised by the surveyor is the full cost of rebuilding and reinstatement including architects', surveyors and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the premises the cost of debris removal, demolition, site clearance, any works that may be required by statute and incidental expenses

5.4.

5.3 The Tenant shall pay the insurance rent on the date of this Lease for the period from the commencement date of the term to the day before the next policy renewal date and subsequently the Tenant shall pay the insurance rent on demand and (if so demanded) in advance but no more than three months in advance of the policy renewal date

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5.4 If and whenever during the term the premises or any part of them are damaged or destroyed by any of the insured risks so that the premises or any part of them are unfit for occupation and use and payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control, then:

5.4.1 the Landlord shall use his best or all reasonable endeavours to obtain all the permissions required to rebuild or reinstate the premises and

5.4.2 subject to the provisions of clause 5.5 the Landlord shall as soon as the permissions have been obtained (or immediately where no permissions are required) apply all money received in respect of such insurance in rebuilding

5.5.2

or reinstating the premises so destroyed or damaged making up any difference between the cost of rebuilding and reinstating and the money received out of the Landlord's own money and

5.4.3 the rents or a fair proportion of the rents according to the nature and the extent of the damage sustained shall cease to be payable until the premises or the affected part have been rebuilt or reinstated so that the premises or the affected part are made fit for occupation and use or until the expiration of three years from the destruction or damage whichever period is the shorter (the amount of such proportion and the period during which the rents shall cease to be payable to be determined by the surveyor acting as an expert and not as an arbitrator)

5.5 If upon the expiry of a period of three years commencing on the date of the damage or destruction the premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may by notice served at any time within three months of the expiry of such period give notice that as from the date of the notice:

5.5.1 the term shall absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other including (without prejudice to the generality of the above) any right the Tenant might have against the Landlord for a breach of the Landlord's covenants set out in clause 5.4 and

5.5.2 all money received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord and the Tenant in proportion to their respective interests in the property

5.6 The Tenant **COVENANTS** with the Landlord:

5.6.1 not to do or omit to do anything that could cause any policy of insurance on or in relation to the premises to become void or voidable wholly or in part and not to do anything by which additional insurance premiums may become payable (unless the Tenant has previously notified the Landlord and has agreed to pay the increased premium)

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5.6.2 not to store or bring on the premises any article substance or liquid of a specially combustible, inflammable or explosive nature

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5.6.3 to give notice to the Landlord immediately upon the happening of any event that might effect any insurance policy on or relating to the premises or against which the Landlord may have insured under this Lease

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5.6.4 if at any time the Tenant is entitled to the benefit of any insurance on the premises (which is not effected or maintained in pursuance of any obligation contained in this Lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money is received

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5.6.5 if and whenever during the term the premises or any part of them are damaged or destroyed by an insured risk and the insurance money under the policy of insurance effected by the Landlord pursuant to his obligations contained in this Lease is by reason of any act or default of the Tenant or anyone at the premises expressly or by implication with the Tenant's authority and under the Tenant's control wholly or partially irrecoverable immediately in every such case at the option of the Landlord either:

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5.6.5.1 to rebuild and reinstate at his own expense the premises or the part

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destroyed or damaged to the reasonable satisfaction and under the supervision of the surveyor the Tenant being allowed towards the expenses of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under any such insurance policy, or

5.6.5.2 to pay to the Landlord on demand the amount of the insurance money so irrecoverable

5.7 The Landlord COVENANTS with the Tenant in relation to the policy of insurance effected by the Landlord pursuant to his obligations contained in this Lease:

5.7.1 to produce to the Tenant on demand a copy of the policy and the last premium renewal receipt or reasonable evidence of the terms of the policy and the fact that the last premium has been paid

5.7.2 to procure that the interest of the Tenant and his mortgagee is noted or endorsed on the policy and

5.7.3 to notify the Tenant of any material change in the risks covered by the policy from time to time

6. Provisos

6.1 If and whenever during the term:

6.1.1 the rents or any part of them are outstanding for 21 days after becoming due whether formally demanded or not or

6.1.2 there is a breach by the Tenant of any covenant or other term of this Lease or of any document expressed to be supplemental to this Lease or

the Landlord may re-enter the premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and

the term shall absolutely cease but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

6.2 This Lease embodies the entire understanding of the parties relating to the premises and to all the matters dealt with by any of the provisions of this Lease

6.3 The Tenant acknowledges that his Lease has not been entered into in reliance wholly or partially on any statement or representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease

6.4 Whilst the Landlord is a limited company or other corporation all licences, consents, approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of a director or the secretary or other duly authorised officer of the Landlord

6.5 The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that in Section 196 the final words of Section 196(4) "and that service ... be delivered" shall be deleted and there shall be substituted "and that service shall be deemed to be made on the second working day after the registered letter has been posted; and any notice or document shall also be sufficiently served on a party if served on Solicitors who have acted for that party in relation to this Lease or the premises at any time within the year preceding the service of the notice or document, and any notice or document shall also be sufficiently served if sent by telephone facsimile transmission or any other means of electronic transmission to the party to be served (or to Solicitors who

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have acted for that party in relation to this Lease or the premises at any time within the year preceding the service of the notice or document); and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a working day but otherwise on the next working day where "working day" means any day from Monday to Friday (inclusive) other than Christmas Day, Good Friday and any statutory Bank Holiday"

1. The Management Company

1.1 If the Landlord elects to convey transfer or lease the reversion expectant on the determination of this Lease to the management company (the constitution of such company otherwise taking such form as the Landlord shall determine) the Tenant shall take up one share in the management company or in the case of a company limited by guarantee become a member of the management company at whichever is the greater of:

7.1.1 £100, or

7.1.2 25% of the formation expenses of the management company and the legal expenses of the conveyance, transfer or lease of the reversion expectant on the determination of this Lease to the management company

1.2 The Landlord shall not on any such disposition to the management company receive any rent greater than the total of the rents reserved by this Lease and those payable under the leases of the other flats in the building nor charge any premium

1.3 On any change of ownership of the flat the Tenant shall notify the management company in writing and (in the case of a company limited by shares) transfer the Tenant's share in the management company to the new owners to ensure that the tenant for the time being of the premises is a member of or a shareholder in the

management company

THE FIRST SCHEDULE

The Services

1. To maintain and keep in good and substantial repair and condition and renew or replace when required the main structure, the common parts and any pipes used in common by the Tenant and other tenants of the building and which are not expressly made the responsibility of the Tenant or any other tenant in the building and the boundary walls and fences not included in the lease of any flat in the building
2. As and when the Landlord shall deem necessary but not more often than every three years to decorate in a good and workmanlike manner the external parts of the building and common parts
3. To keep the common parts clean and where appropriate lit
4. To pay and discharge any rates (including water rates), taxes, duties, assessments, charges, impositions and outgoings assessed, charged or imposed on the building as distinct from any assessment made in respect of any flat in the building
5. To employ at the Landlord's discretion a firm of managing agents to manage the building and discharge all proper fees, charges and expenses payable to such agents or such other person may be managing the building including the cost of computing and collecting the service charge
6. To do or cause to be done all works, installations, acts, matters and things as in the absolute or reasonable discretion of the Landlord may be considered necessary or desirable for the proper maintenance, safety, amenity and administration of the building
7. To keep proper books of account of the sums received from the Tenant and the other

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tenants in the building in respect of the annual expenditure and of all costs, charges and expenses incurred by the Landlord pursuant to his covenants in this Lease

8. To set aside such sums as the Landlord reasonably requires to meet such future costs as the Landlord reasonably expects to incur in replacing, maintaining and renewing those items that the Landlord has covenanted to replace, maintain or renew

THE SECOND SCHEDULE

The Additional Items

THE THIRD SCHEDULE

Service Charge Provisions

1. Subject to the Tenant paying to the Landlord the service charge and complying with the covenants and other terms of this Lease the Landlord shall perform the services throughout the term provided that the Landlord shall not be liable to the Tenant in respect of:

1.1 any failure or interruption in any of the services by reason of necessary repair, replacement or maintenance of any installations or apparatus or any damage to or destruction of any installation or apparatus by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials, water or labour or any other cause beyond the Landlord's control, or

- 1.2 any act or omission or negligence of any person undertaking the services or any of them on behalf of the Landlord provided that this clause shall not be construed as relieving the Landlord from liability from breach by the Landlord of any covenants on the part of the Landlord contained in this Lease
2. The Landlord shall as soon as convenient after the end of each financial year prepare an account showing the annual expenditure for the financial year and containing a fair summary of the expenditure referred to in it and upon such account being certified by the agent it shall be conclusive evidence for the purposes of this Lease of all matters of fact referred to in the account except in the case of manifest error
3. The Tenant shall pay for the period from the date of this Lease to the end of the financial year next following the date of this Lease the initial provisional service charge the first payment being a proportionate sum in respect of the period from and including the date of this Lease to and including the day before the next quarterday to be paid on the date of this Lease the subsequent payments to be made in advance on the relevant quarterdays in respect of the relevant quarters
4. The Tenant shall pay for the next and each subsequent financial year a provisional sum equal to the service charge payable for the previous financial year (or what the service charge would have been had the previous financial year been a period of 12 months calculated by establishing by apportionment a monthly figure for the previous financial year and multiplying this by 12) increased by 10% or calculated upon an estimate or a reasonable and proper estimate by the surveyor of what the annual expenditure is likely to be for that financial year by four equal quarterly payments on the usual quarterdays
5. If the service charge for any financial year exceeds the provisional sum for that financial year the excess shall be due to the Landlord on demand and if the service charge

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any of for any financial year is less than such provisional charge the overpayment shall be credited
ued as to the Tenant against the next quarterly payment of the rent and service charge
venants 6. The Landlord may withhold, add to, extend, vary or make any alteration in the
rendering of the services or any of them from time to time if the Landlord at its absolute
prepare discretion deems it desirable to do so
a fair 7. If at any time during the term the total property enjoying or capable of enjoying the
by the benefit of any of the services or the additional items is increased or decreased otherwise than
of fact on a temporary basis or if some other event occurs a result of which is that the service
charge percentage is no longer appropriate to the premises the service charge percentage shall
be varied with effect from the end of the financial year following such event by agreement
between the parties or in default of agreement within three months of the first proposal for
variation made by the Landlord in such manner as shall be determined to be fair and
reasonable in the light of the event in question by the surveyor
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THE FOURTH SCHEDULE

Rights Granted

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1. The right to the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and other services or supplies to and from the premises through the pipes to and from other parts of the estate that now are or may during the term be in under or over the estate
 2. The rights of support, protection and shelter now enjoyed by the premises from other parts of the estate
 3. The right at reasonable times and upon reasonable notice except in cases of emergency to enter the other parts of the estate for the purpose of executing repairs, alterations and

renewals to the pipes serving the premises the Tenant immediately making good all damage caused by the exercise of this right

4. The right in common with the Landlord, the other tenants of the building and all other persons entitled to the like right at all times and for all purposes in connection with the permitted use of the premises to use the common parts leading to the premises subject to any rules and regulations for their common use that the Landlord may from time to time consider necessary

5. The right to maintain a dustbin in the dustbin area shown coloured brown on the plan and all necessary rights of access to the dustbin area

THE FIFTH SCHEDULE

Rights Reserved

1. The right for the Landlord and all persons authorised by the Landlord with or without workmen, equipment and materials at any time during the term at reasonable times and upon reasonable notice except in cases of emergency to enter the premises:

- 1.1 to inspect the condition and state of repair of the premises, or
- 1.2 to exercise any of the rights granted to or reserved by the Landlord elsewhere in this Lease
- 1.3 to carry out any of the Landlord's obligations under this Lease

2. The right to the free and uninterrupted passage and running of water, sewage, gas, electricity, telephone and other services or supplies from and to other parts of the building in and through the pipes that now are or may during the term be in under or over the premises

3. The right to construct and maintain in or under or over the premises at any time

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during the term any pipes for the benefit of any other part of the building

4. The rights of light, air, support, protection, shelter and all other easements and rights

now or after the date of this Lease belonging to or enjoyed by other parts of the building

5. Full right and liberty at any time after the date of this Lease:

5.1 to erect any new buildings of any height on any neighbouring property in such manner as the Landlord shall think fit notwithstanding the fact that he same may

obstruct, affect or interfere with the amenity of or access to the premises or the

passage of light and air to the premises and provided that the same shall not

materially affect the premises or the use and occupation of the premises

5.2 to alter, raise the height of or rebuild any building on any neighbouring property

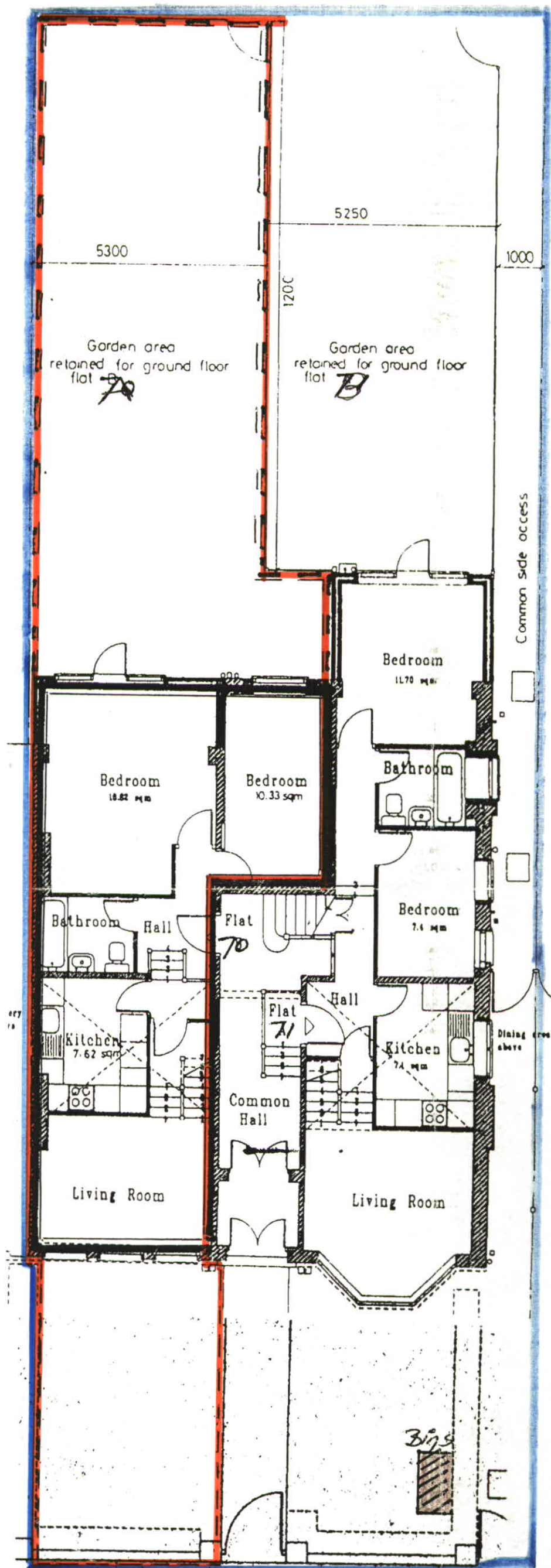
Signed by the said)
David George Cole)
in the presence of:)

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Occupation



Ground Floor & Site Plan

conversion already approved