

SL567688

WE HEREBY CERTIFY THAT THIS IS A
TRUE COPY OF THE ORIGINAL DEED

Conrad

DATED

20th August

1993

Land Registry
Official Copy

This copy may not be the same
size as the original

BETWEEN:

TREMBATH DISTRIBUTORS LIMITED

- and -

PATRICK BURKE

L E A S E

Relating to premises situate at and known as
1 Ashby Grange, Stafford Road, Wallington, Surrey
in the Epsom and Ewell District Council

Messrs. Conrathe Chivers Brown,
12-14 Thornton Hill,
Wimbledon,
London, SW19 4HS.

17 SEP 1993

THIS LEASE is made the ~~20th~~ ^{21st} day of August One thousand nine hundred and ninety-three BETWEEN KATHERINE ANN TREMBATH, BARBARA MILDRED DAVIES and TREMBATH DISTRIBUTORS LIMITED all trading as TREMBATH PROPERTIES of Felstead Road, Longmead Industrial Estate, Epsom, Surrey KT19 9XS (hereinafter called "the Lessor" which expression where the context so admits includes the estate owner or estate owners for the time being of the reversion of the premises hereby demised expectant on the term hereby created) of the one part and PATRICK BURKE of 30 Chesterfield Road, West Ewell, Surrey (hereinafter called "the Lessee" which expression where the context so admits includes the persons deriving title under the Lessee) of the other part

W H E R E A S :

(1) The Lessor is registered at H.M. Land Registry as proprietor with Absolute Title of the freehold property comprised in Title Number SY597246 and known as Ashby Grange, 11/17 Stafford Road, Wallington in the London Borough of Sutton (hereinafter called "the Building") and which comprises inter alia a building containing twenty-nine self-contained flats, pathways, access road, walls, fences and communal gardens.

(2) The Lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the premises hereinafter described for the consideration and at the rents and on the terms and conditions hereinafter appearing.

N O W THIS DEED W I T N E S S E T H as follows :-

1. IN pursuance of the said Agreement and in consideration of the simultaneous transfer by the Lessee to the Lessor of the freehold premises situate at and known as 30 Chesterfield Road, West Ewell, Surrey as the same is registered at H.M. Land Registry with Title Absolute under Title Number

and of the sum of EIGHT THOUSAND POUNDS (£8,000) paid by the Lessor to the Lessee by way of equality of exchange (the receipt of which the Lessee hereby acknowledges) and in further consideration of the rents covenants and provisions hereinafter reserved and contained and on the part of the Lessee to be observed and performed the Lessor HEREBY DEMISES unto the Lessee ALL THAT Ground Floor Flat of the Building which said flat shall be deemed to extend down to and include the surface of the concrete floor and up to and including the ceiling plaster of the said flat the doors and door frames windows and window frames the plaster and/or dry liners on the walls and the internal non-structural walls between floor and ceiling levels and shown on

the plan annexed hereto and thereon edged red the same being hereinafter referred to as "the Demised Premises" and to be known as Flat 1 aforesaid TOGETHER WITH the rights and easements and privileges set out in the First Schedule hereto EXCEPT AND RESERVING unto the Lessor and all others entitled thereto the rights easements and privileges set out in the Second Schedule hereto TO HOLD the same unto the Lessee from the 25th March 1989 for the term of ONE HUNDRED AND TWENTY FIVE YEARS YIELDING AND PAYING THEREFOR to the Lessor an annual rent of a peppercorn if demanded AND ALSO YIELDING AND PAYING by way of further or additional rents without any deduction all sums that may be payable to the Lessor by the Lessee in pursuance of any of the covenants on the part of the Lessee hereinafter contained.

2. THE Lessee HEREBY COVENANTS with the Lessor as follows:-

(i) To pay the rents hereby reserved at the time and in the manner aforesaid and discharge (in addition to the rents) all rates taxes duties charges impositions and assessments whatsoever whether parliamentary parochial local or of any other description which now or during the said term shall be imposed or charged on the Demised Premises or the Lessor or Lessee or owner or occupier thereof and in the event of any rates taxes duties charges impositions and assessments being imposed charged or assessed in respect of premises of which the Demised Premises form part to pay the proper proportion of such rates taxes duties charges impositions and assessments attributable to the Demised Premises.

(ii) The Lessee will so long as the Demised Premises shall not be separately assessed for water rate pay to the Lessor on demand in each year 2.8994 per cent of the water rate assessed on the Building.

(iii) To observe and perform at all times hereafter the restrictions set forth in the Third Schedule hereto and such other reasonable ones for the general benefit of the Building as the Lessor may from time to time make and publish PROVIDED ALWAYS that such other reasonable restrictions shall not be binding unless and until written notification thereof shall have been given

to the Lessee.

(iv) From time to time and at all times during the said term to keep the Demised Premises including all non-structural walls floors ceilings and floors included therein and all fixtures and additions thereto and all sewers drains pipes ways watercourses cisterns tanks radiators stopcocks gas pipes electric wires sanitary and water and other apparatus included therein and used exclusively for the Demised Premises in good and substantial repair and condition but so that (provided all payments to be made by the Lessee by virtue of Clause 2(vii) hereof are duly and punctually paid to the Lessor) the Lessee's obligations under this covenant shall not extend to any repairs to be effected by the Lessor under Clause 2(vii) hereof.

(v) In the seventh year of the said term and in every subsequent seventh year and in the last year of the said term (but not in any two consecutive years) to paint with two coats at least of good quality paint or with other suitable and proper material and paper distemper polish or otherwise treat in an appropriate style all the inside parts of the Demised Premises previously or which ought to be so treated.

(vi) To pay to the Lessor throughout the said term 2.8994 per cent of the sum expended from time to time by the Lessor by way of premium for insuring the Building in accordance with Clause 4(ii) hereof such sum to be paid on the rent day next following payment of the relevant premium and to be recoverable as rent in arrear and in the event of the Demised Premises or any part of the Building being damaged or destroyed by fire or otherwise at any time during the term hereby granted and if the insurance money under any insurance effected thereon is wholly or partially irrecoverable due wholly or in part to any act or default of the Lessee then and in every such case the Lessee will forthwith pay to the Lessor the whole or as the case may be a fair and proper proportion of the balance of the cost of completing rebuilding and reinstating the same such proportion in case of dispute to be determined by a single arbitrator in accordance with The Arbitration Act 1950 or any

statutory enactment in that behalf for the time being in force.

(vii) To pay to the lessor with each payment of rent the annual sum of ONE HUNDRED POUNDS (100) or such further sums as hereinafter provided (hereinafter called "the contribution") on account of the future liability of the Lessee arising under Sub-Clauses (a) to (i) hereof namely 2.8994 per cent of the cost to the Lessor of:-

(a) Making repairing cleansing maintaining supporting and replacing all sewerage pumping installation drains pipes ways watercourses hot water mains cisterns tanks boilers stopcocks gas pipes electric wires and other easements and facilities enjoyed or used or to be used by or in connection with the Building by the Lessee in common with the owners and lessees of the other flats in the Building except such as shall be used exclusively for the Demised Premises.

(b) Maintaining repairing supporting rebuilding cleansing the roof chimney stacks main timbers main structures internal and external structural walls foundations balconies gutters drainpipes entrance hall staircases and landings of the Building and the pathways access road walls fences and gates thereof and from time to time as may be reasonably necessary during the said term (and in any case at intervals of not more than seven years) painting with two coats at least of best quality paint or with other suitable or proper material and papering distempering polishing or otherwise treating in an appropriate style all the interior of the entrance hall staircases and landings of the Building previously and which ought to be so treated.

(c) Installing and maintaining in proper working order any wireless and television aerial and amplifier unit and of making from time to time such modifications to the said aerial and unit as shall be necessary to make the same more efficient or suitable for the reception of additional television channels.

(d) Painting and/or treating as appropriate in 1993 and thereafter once in every third year of the said term with two coats at least of best quality

paint or other suitable proper material all the outside wood and ironwork of the Building and all such parts of the walls fences and gates and outbuildings thereof as are usually or theretofore painted and in the Clause the expression "outside wood and ironwork" shall include the external parts of the door frames doors and window frames of the Building.

(e) Discharging general and water rates and all normal outgoings in connection with the flat in the Building occupied or to be occupied by a warden and to discharge the salary/normal emoluments of such warden.

(f) Keeping the common parts of the Building properly lit and discharging the electricity account in respect of the electricity so consumed.

(g)(i) Keeping the common parts of the Building properly cleansed and tidy and the entrance hall community room floors staircases and landings of such common parts suitably covered.

(ii) Keeping the communal gardens and pathways on the plan in a neat and tidy condition.

(iii) Cleaning once every calendar month the external sides of the windows in the Demised Premises and of the other flats in the Building and the internal and external sides of the windows in the common parts of the Building.

(h) The cost of taking all steps deemed necessary desirable or expedient by the Lessor for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning fire regulations public health highways street drainage or other matters relating to or alleged to relate to the said Building for which the Lessee is not directly liable hereunder.

(i) The proper and reasonable fees of any managing agents employed by the Lessor to manage the Building.

(j) Such further sum or sums of money by way of reasonable provision for anticipated expenditure under Sub-Clauses (a) to (h) (or on account thereof) as the Lessor's agents shall certify in writing to the Lessee as being fair

and reasonable in the circumstances PROVIDED THAT:-

(a) The amount payable by the Lessee pursuant to Clause (vii) hereof shall unless such determination shall have been made by the local or other authority) be certified in writing giving full details of all expenditure included therein to the Lessee by the agent (acting as an agent and not as an arbitrator) as soon as possible after the end of the first financial year of the Lessor and at the end of each succeeding financial year when the balance of the amount of the expenditure incurred by the Lessor for the year shall be paid by the Lessee to the Lessor on the quarter day next following such certification and shall be recoverable by the Lessor as rent in arrear.

(b) The Lessee shall have the right to inspect the relevant receipts for all payments constituting expenditure incurred by the Lessor under sub-clauses (a) to (h) hereof and in the event of any dispute arising as to the amount certified as payable by the Lessee as aforesaid he shall at his own cost be entitled to have the matter determined by an independent Surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose determination shall be final and binding on the parties.

(c) If it shall be found at any time that the lessee's future liability in respect of the Lessor's expenditure is likely substantially to exceed £100 per annum (or the sum currently payable as the contribution as the case may be) then the contribution shall be increased from time to time to such reasonable sum as the Agent shall certify giving reasons for so certifying which increase the Lessee shall thereafter pay as a contribution.

(d) If in any year the payment made by the Lessee on account of expenditure shall be in excess of the expenditure actually incurred by the Lessor then such excess shall forthwith be returned to the Lessee without interest.

(viii) To execute all such work do all such acts and make all such payments as from time to time may be necessary for the purposes of complying with any statute bylaw order or regulation or any notice served thereunder whether addressed to or affecting the owner or occupier of the Demised Premises and

to indemnify the Lessor against all costs charges expenses of or incidental to the execution of such works the doing of such acts or the making of such payments.

(ix) Not to do or omit or permit to be done or omitted any act or thing in on or respecting the Demised Premises the doing or omission of which shall be a contravention of the Town and Country Planning Acts or regulations for the time being in force and to indemnify the Lessor against all actions proceedings damages penalties costs charges claims and demands in respect of such acts or omissions or any of them.

(x) To permit on reasonable notice given to the Lessee save in the case of emergency) the Lessor and the tenants and occupiers for the time being of the other flats in the Building and of the adjoining or adjacent premises and their respective surveyors agents or workmen at any time or times during the said term at reasonable hours in the daytime only (save in the case of emergency) to enter into and upon the Demised Premises or any part thereof (a) for the purposes of constructing laying down altering repairing cleansing emptying turning on or maintaining any sewers drains watercourses cisterns tanks gutters water pipes stopcocks electric wires or gas pipes in connection with or for the accommodation of the other flats in the Building and of the adjoining and adjacent premises and (b) for the purposes of executing repairs decorations or alterations or other works to and upon the Building and any premises adjoining or adjacent thereto respectively The Lessor or the person exercising such rights as the case may be doing as little damage as may be to the Demised Premises and forthwith making good all damage occasioned thereby and restoring any part of the Demised Premises affected thereby without making any compensation for any temporary damage or inconvenience.

(xi) To permit on reasonable notice given to the Lessee the Lessor their servants or agents with or without workmen and others at all reasonable times in the daytime to enter upon the Demised Premises to examine the state and condition thereof and thereupon the Lessor may serve upon the Lessee notice

in writing by leaving the same at or on the Demised Premises specifying any repairs in accordance with the Lessee's covenants herein contained necessary to be done and requiring the Lessee forthwith to execute the same and if the Lessee shall not within the period of two months after every such notice as aforesaid commence to well and substantially execute all such repairs to the Demised Premises at the cost of the Lessee then the Lessee shall permit the Lessor to enter upon the Demised Premises and repair the same at the expense of the Lessee in accordance with the covenants and provisions of these presents and the expenses of such repairs shall be a debt due from the Lessee to the Lessor and payable on demand.

(xii) To keep the floors of the flat adequately covered with carpet felt or other suitable covering so as to prevent nuisance annoyance or noise to the owners or occupiers of any neighbouring premises.

(xiii) Not to assign underlet or part with possession of part or parts (as opposed to the whole) of the Demised Premises.

(xiv)(a) Not within the last seven years of the said term to assign underlet or part with possession of the Demised Premises except with the consent of the Lessor which consent shall not be unreasonably withheld in the case of assignment or underletting of the whole to a respectable and reasonable person.

(xiv)(b) Not to occupy (or permit to be occupied) the Demised Premises otherwise than in accordance with the provisions of an Agreement dated the 12th July 1989 entered into by the Lessor pursuant to Section 52 of the Town and Country Planning Act, 1971.

(xv) In the event of the freehold reversionary interest in the Building being owned by a management company the shareholders or members of which are the individual lessees of the respective flats in the Building not to assign the Lease without first procuring that the assignee or transferee acquire the Lessee's share in such management company or becomes a member thereof as the case may be.

(xvi) Within one month of every assignment transfer underlease devolution charge or mortgage of this Lease or of the granting of any underlease to notify the Lessor's solicitors thereof register the same with them by producing copies of the relevant deed or deeds (a mortgage or legal charge to be endorsed with a note of the address of the building society branch office conducting the account and with a note of the account number) and pay to them their proper registration fee for such registration such fee not to be less than Fifteen Pounds (£15) plus value added tax in respect of each document.

(xvii) To pay all costs charges and expenses (including solicitors' and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of either a schedule or where relating to want of repair to the flat a notice under Section 146 of The Law of Property Act 1925 requiring the Lessee to remedy a breach of any of the covenants herein contained notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court.

(xviii) From time to time during the said term to pay all costs charges and expenses incurred by the Lessor in abating any nuisance in the Demised Premises and executing all such works as may be necessary for abating any nuisance at the Demised Premises in obedience to a notice served by a local authority.

(xix) Not to do or permit or suffer to be done any act deed matter or thing whatsoever by which the risk or hazard of the Demised Premises or the Building being destroyed or damaged by fire or other insured risk shall be increased so as to require an additional premium for insuring the same or which may make void or voidable any policy for such insurance.

(xx) To make good all damage caused through the act or default of the Lessee or of any servant or agent or visitor of the Lessee:-

(a) To any part of the Building or to the appointments or the fixtures and fittings thereof and

(b) To any other occupier or tenant of the Building and their licensees and

in each case to keep the Lessor indemnified from all claims expenses and demands in respect thereof.

(xxi) At the end or sooner determination of the said term peacefully to yield up the Demised Premises repaired and maintained as aforesaid unto the Lessor together with and in like repair all erections additions and fixtures and fittings of every kind which at any time during the said term shall have been erected or fixed upon the Demised Premises except tenant's fixtures.

3. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED :-

(i) If the Building or any part thereof shall at any time during the said term be destroyed or damaged by fire or any other peril so as to render the Demised Premises unfit for habitation and use and the policy or policies of insurance effected by the Lessor shall not have been vitiated or payment of the policy money refused in whole or in part in consequence of any act or default of the lessee his licensees or co-habitees the rent hereby reserved shall be suspended until the Demised Premises shall again be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single arbitrator in accordance with The Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force.

(ii) If the said rent hereby reserved or any part thereof shall be in arrear for twenty-one days next after any one of the days hereinbefore appointed for payment thereof (whether or not lawfully demanded) or if there shall be a breach of any of the covenants conditions or agreements by the Lessee herein contained then and in any such case the Lessor or any person or persons duly authorised by the Lessor in that behalf may re-enter into or upon the Demised Premises or any part thereof in the name of the whole and again re-possess and enjoy as in its first and former state anything herein contained to the contrary notwithstanding and immediately thereupon the said term shall absolutely determine without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants by the Lessee hereinbefore contained.

(iii) In case at any time during the term hereby granted any dispute shall arise between the Lessee and any one or more of the lessees tenants or occupiers of the other flats in the Building to them respectively demised or occupied by them as to the party or other walls passageways paths sewers drains pipes cisterns tanks stopcocks gas pipes electricity wires watercourses and other easements rights or appurtenances whatsoever relating or belonging thereto or any repairs thereto or contributions in respect of the expense of such repairs as hereinbefore provided or any nuisance or annoyance arising therefrom then and in every such case such dispute shall be referred to the determination and award of the agents for the time being of the lessor but if the Lessee or the owners or lessees of any of the other flats comprised in the Building shall be unwilling to accept the determination of the Lessor's agents he or they shall be entitled to have the matter determined by an independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose fees shall be paid in accordance with the terms of the award and such last mentioned surveyor's determination shall be final and binding on the parties.

(iv) The Lessor shall not be responsible to the Lessee or any employee of the Lessee or to any person visiting or leaving the Demised Premises for any accident or injury or damage attributable to any defect in the Building or any other building for the time being erected on any part of the said property or in the pathways paths and roads leading to and from the Building or to and from any such other building as aforesaid or to any wrongful or negligent act or omission on the part of any servant or agent of the Lessor nor shall the Lessor be in any way responsible for any act omission or conduct of any other lessee or occupier of any other part of the property or from any such other building as aforesaid in any respect.

(v) In any case where the Lessor shall carry out any works pursuant to any covenants in this Lease contained or implied the Lessor shall be entitled either themselves to carry out the said works or to employ any independent

contractor in relation thereto and either themselves to receive or to pay such contractor the proper cost of such works.

(vi) That in this Deed unless the context otherwise requires words importing the masculine gender include the feminine gender and where there are two or more persons included in the expressions "the Lessee" and "the Lessor" the covenants expressed to be made by the Lessee and the Lessor shall be deemed to be made by such persons or companies jointly and severally.

4. THE LESSOR HEREBY COVENANTS with the Lessee as follows:-

(i) That the Lessee paying the rent hereby reserved and performing and observing all the covenants conditions and agreements by the Lessee herein contained shall and may quietly hold and enjoy the Demised Premises during the said term without any lawful interruption by the Lessor or any person claiming through or under or in trust for them.

(ii) To insure and keep insured with a suitable and reputable insurance company each and every part of the Building including architects and other professional fees from loss or damage by fire and all such other risks as are normally included in a block of flats comprehensive insurance policy and such other risks as the Lessor may from time to time determine to the full reinstatement value thereof and will on being reimbursed copying charges supply a copy and produce the original policy and evidence of renewal thereof to the Lessee whenever reasonably required so to do and will forthwith on each occasion when any such loss or damage shall arise apply all monies received in respect of such insurance or insurances in rebuilding repairing and otherwise reinstating the Building to the same condition as previously.

(iii)(a) Subject to the contributions and payments hereinbefore provided carry out in a proper manner and reasonable cost the works specified in Clause 2(viii) but shall not be liable in relation to any matter of which due notice has not been given to the Lessor.

(b) Notwithstanding anything herein contained the Lessor shall be entitled before undertaking any works under Clause 2(vii) hereto to obtain an estimate

of the prospective cost of such works and to give to the Lessee notice of the proportionate amount of the total prospective costs and maintenance charges according to the estimate obtained (to be certified the agents as aforesaid) and before putting in hand the said works and the Lessee shall be bound to pay the proportion certified as aforesaid forthwith upon receipt of the notice of the amount thereof subject to the proviso to Clause 2(vii) hereof.

(iv) That in any Lease already granted of a flat in the Building the Lessor has and that in any future grant of a lease of any flat in the Building the Lessor will require the tenant to covenant and observe covenants of a similar nature to those contained in Clause 2 of this Lease and subject to the provisions of clause 6 of the Second Schedule hereto the restrictions set forth in the Third Schedule hereto and that if so required by the Lessee the Lessor will enforce the covenants similar to those mentioned in Clause 2 hereof and - subject to the provisions of clause 6 of the Second Schedule hereto - set forth in the Third Schedule entered into or to be entered into by the lessees of the other flats in the Building upon the Lessee indemnifying the Lessor against all costs and expenses in this respect as the Lessor may reasonably require and will itself observe and perform such covenants in respect of the other flats in the Building for any period or periods that such flat or flats are not subject to a long lease or leases in terms similar to these presents.

(v) It is hereby declared that all rights and obligations of the Lessor and the Lessee respectively under these presents shall be incidental to the reversion expectant on this Lease and the leasehold interest hereby created respectively and shall pass and devolve therewith on any alienation or devolution thereof.

5. THE Lessor consents to notice of this Lease being entered on the Register under Title Number

IN WITNESS whereof the parties have hereunto set their hands and seals or caused their common seals to be affixed as applicable the day and year first

before written.

THE FIRST SCHEDULE above referred to

Rights easements and privileges granted unto the Lessee

1. The right for the Lessee and all persons authorised by him in common with the Lessor and the tenant and occupiers for the time being of the other flats forming part of the Building and the owners lessees or occupiers of any adjoining or neighbouring property or other persons to whom the Lessor may hereafter grant any right of way and all persons authorised by them or any of them or having a like right to use with or without vehicles for all purposes of access and egress connected with the use of the Demised Premises the access road at the front side and rear of the Building.
2. The right for the Lessee and all persons authorised by it in common with the Lessor and the tenants and occupiers for the time being of the other flats forming part of the Building and the owner lessees or occupiers of any adjoining or neighbouring property or other persons to whom the Lessor may hereafter grant any right of way to use for all purposes of access and egress connected with the use of the Demised Premises but on foot only the entrance halls stairways and landings of the Building and footpaths shown on the plan annexed hereto provided always that nothing shall be deposited on either the access road footpaths entrance halls stairways or landings at any time so as to cause any obstructions or a nuisance or annoyance to the occupiers tenants or lessees of the other flats in the Building.
3. The right in common with the occupiers tenants or lessees of the other flats in the Building and other persons authorised by the Lessor to use the communal bin store and drying area shown on the plan annexed hereto.
4. The right in common with the occupiers tenants or lessees of the other flats in the Building and other persons authorised by the Lessor to use the community room on the ground floor of the Building.
5. The right in common with the occupiers tenants or lessees of the other

flats in the Building and other persons authorised by the Lessor to use for the purpose of recreation only but not so as to cause disturbance annoyance or a nuisance to others the communal garden areas with the exception of those areas which constitute flower beds or plant displays.

6. The free and uninterrupted passage and running of water soil gas and electricity and other services from and to the Demised Premises through the gutters sewers drains watercourses water pipes cisterns tanks pipes wires and other conducting media which are now or may hereafter be in or upon or about any adjoining or adjacent premises or land of the Lessor including the other flats.

7. The right at all reasonable times upon written notice first given except in case of emergency) to enter upon the other flats in the Building for the purpose of cleansing executing repairs and alteration to the Demised Premises as shall be necessary for the proper protection support repair and maintenance of the same including renewing any sewers drains watercourses cables pipes wires water tanks and other services for the Demised Premises and laying down any new sewers drains and watercourses cables pipes wires water tanks and other services as aforesaid in place thereof the Lessee causing as little disturbance and inconvenience as possible and forthwith making good all damage occasioned thereby.

8. The right of support shelter subjacent and lateral and protection from the other parts of the Building and from the site and roof and all other easements for the benefit of the Demised Premises as now belong to or are enjoyed by the Demised Premises.

9. The right for the lessee and any persons authorised by it to join up connect into and use any central wireless and/or televisions aerial provided by the Lessor.

THE SECOND SCHEDULE above referred to

Exceptions and Reservations

1. The free and uninterrupted passage and running of water soil gas and

electricity and other services from and to the adjoining or adjacent premises and from and to other buildings (whether now belonging or to belong to the Lessor in the future) unto the Lessor and its lessees tenants or occupiers for the time being adjoining or near to the Demised Premises through all the sewers sewerage pumping installation and machinery drains watercourses water pipes stopcocks cisterns tanks gutters gas pipes electric wires and meters which are now or may hereafter during the term hereby granted be in or upon or under the Demised Premises.

2. The right to subjacent and lateral support shelter and protection and all other easements for the benefit of the premises adjoining or adjacent to the Demised Premises and other buildings adjoining the Demised Premises including the other flats in the Building from the Demised Premises as the same are now enjoyed.

3. The right at any time hereafter to build or to re-build any adjoining or neighbouring flat or building according to such plans and in such manner as shall be approved by the Surveyor of the Lessor and it is hereby agreed the Lessee shall not be entitled to any right of access of light or air to the Demised Premises which would restrict or interfere with the free use by the Lessor of any adjoining or neighbouring land now or hereafter belonging to the Lessor for building or other purposes.

4. The right for the lessor and the Lessee its tenants or occupiers for the time being of the other flats in the Building or of any adjoining or adjacent premises or any person duly authorised by them or any of them to enter upon the Demised Premises at all reasonable times in the daytime upon reasonable notice (except in the case of emergency) for the purpose of cleansing and executing repairs or alterations to or upon such other flats or such adjoining or adjacent premises or the services thereto as shall be necessary for the proper protection support repair or maintenance of the same the Lessor and the Lessee or occupiers as the case may be causing as little disturbance and inconvenience as possible and as soon as possible making good any damage

occasioned thereby.

5. The right for the Lessor and any successors in title to join up to connect into and use the sewers sewerage pumping installation and machinery drains watercourse water pipes stopcocks cisterns tanks gutters gas pipes electric wires meters and other services at the Building as appurtenant to any adjoining or neighbouring property or development of the Lessor.

6. The right for the Lessor to release or vary any of the restrictions and stipulations which appear in the Third Schedule hereto.

THE THIRD SCHEDULE above referred to

1. Not at any time during the said term to use or permit the flat or any part thereof to be used for any other purpose than that of a high class private dwelling nor use or permit to be used the Demised Premises or any part thereof for any illegal or immoral purpose whatsoever and not to do or permit to be done upon the Demised Premises or any part thereof anything which would may be or grow to be a nuisance or annoyance damage or inconvenience to the Lessor or to the owners or occupiers of any other flats in the Building or of any adjacent premises or whereby the insurance for the time being effected on the Demised Premises or whereby the insurance for the time being effected on the Demised Premises may be rendered void or voidable or may cause an increased premium to be payable in respect thereof.

2. Not to make or permit to be made any structural alteration or structural addition to the Demised Premises without the previous consent in writing of the Lessor nor cut maim alter or injure any of the floors timbers or walls thereof and not without the previous consent in writing of the Lessor to erect any wall building or other erection whatsoever upon the Demised Premises.

3. No piano gramophone wireless television loudspeaker or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the flat so as to cause annoyance to the owners or occupiers of the other flats in the Building or so as to be audible outside the Demised Premises between the hours of 11 p.m. and 8 a.m.

4. Not to keep any bird reptile or animal on the flat or any part thereof.
5. Not to erect place or affix or cause to be erected placed or fixed to or upon the Demised Premises or any part thereof any sign notice placard or boarding other than such as relates to the sale or letting of the Demised Premises or the Building or other erection thereon for the display of advertisements.
6. Not to obstruct or leave on or in any part of the access road footpaths entrance hall community room and the staircase or landings any article perambulator bicycle pushchair package or goods of any kind whatsoever whether bulky or otherwise which would in any way interfere with the free and undisturbed user thereof by the Lessor as tenant or the owners or occupiers.
7. Not to hang or expose or allow to be hung or exposed from the windows or similar part of the Demised Premises or on any part of the said property any clothing or other articles for drying or any other purposes.
8. Not to hold any sale by auction on the Demised Premises.
9. No external television or wireless post or apparatus shall be fixed to the Demised Premises or said property.
10. Not to store upon the Demised Premises any petrol or other explosive or inflammable oils or substances.
11. No rags dirt rubbish refuse or other substance shall be inserted into or placed in the sinks baths lavatories cisterns or any pipe in the Demised Premises nor shall any obstruction or blockage be caused therein in any other manner whatsoever.
12. To keep the Demised Premises including the passages thereof covered with carpets together with underlay except that in the kitchen toilet and bathroom all over cork or rubber covering or other suitable material for avoiding the transmission of noise may be used instead of carpets and underlay.
13. Not to permit or allow any person or child to loiter or play in or on the footpaths entrance hall staircase or landings of the Building but only to allow the same to be used by such persons for the purposes of access to and

egress from the Demised Premises.

14. To provide and maintain in clean and good condition suitable curtains or blinds for all windows in the Demised Premises and at least once each month to clean all the interior surfaces of the windows of the Demised Premises. No clothes flower boxes pots or other articles shall be hung placed or exposed outside the Demised Premises and no mat carpet or other articles shall be shaken out of any of the windows or doors thereof.

15. The entrance door of the Demised Premises and the main entrance doors of the Building shall be kept closed except for the purposes of ingress and egress.

16. Not to use the parking spaces marked for the use of visitors otherwise used than for bona fide visitors and not for any other person nor for any purpose other than the parking of a single motor vehicle.

SIGNED as a DEED by the said
KATHERINE ANN TREMBATH
in the presence of:-

Name:

P. J. C. Fillery

Address:

*THE BUNGALOW
DORKING GOLF CLUB
CHART PARK
DORKING
SURREY
RH5 4BX*

Occupation:

HEAD GREENKEEPER.

K. A. Trembath

SIGNED as a DEED by the said
BARBARA MILDRED DAVIES
in the presence of:-

Name:

B. J. Smawley

Address:

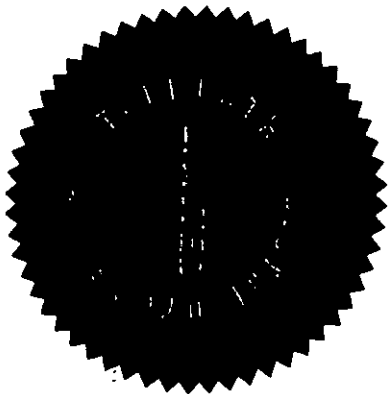
*32. Watermead.
Tadworth. Surrey.*

Occupation:

Retired.

B. M. Davies

THE COMMON SEAL of TREMBATH)
DISTRIBUTORS LIMITED)
was hereunto affixed in the)
presence of:-)

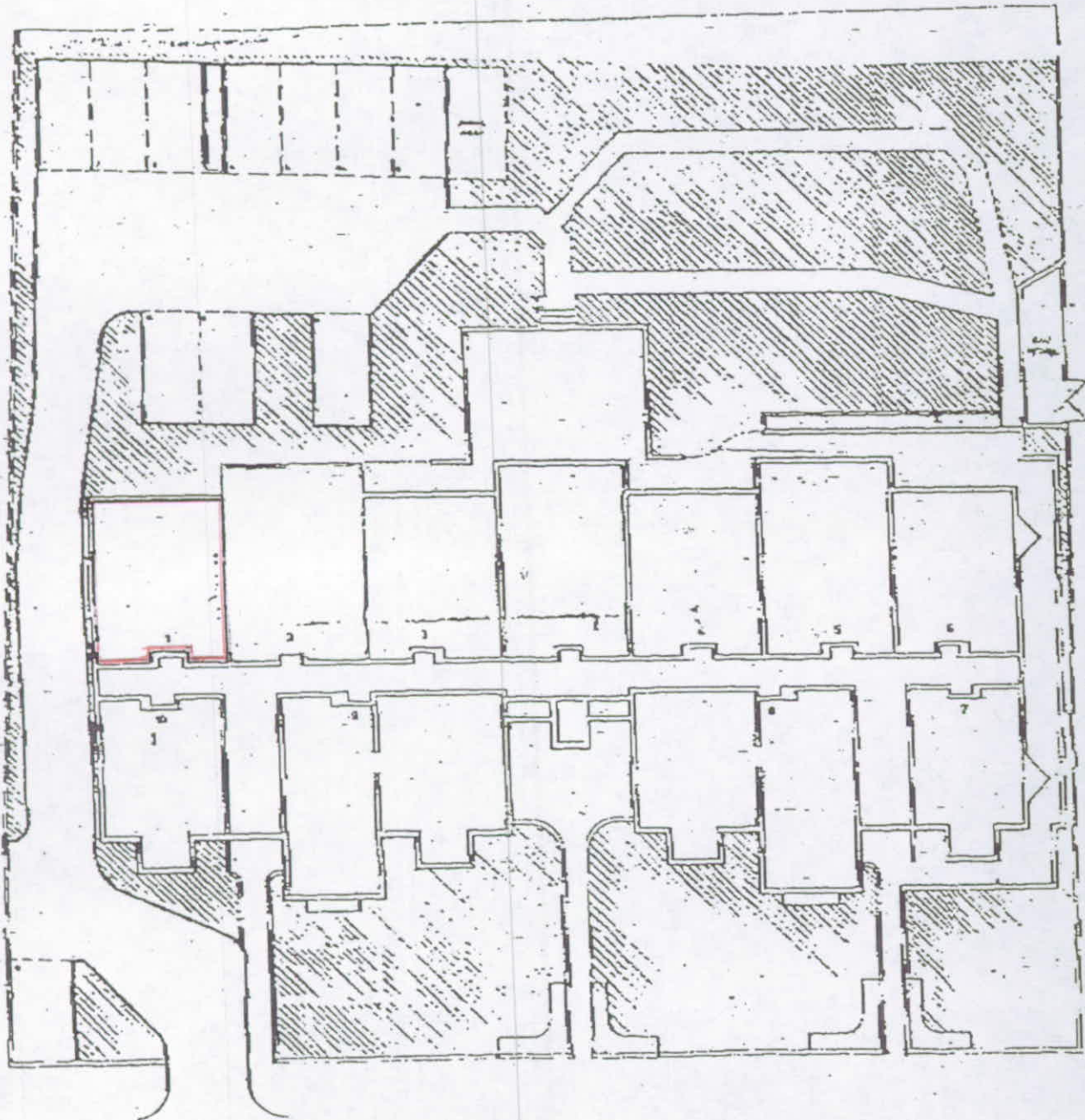


Director

Secretary

[Signature]

E. B. Ramoore.



LEGEND
 SPIN AREAS

3/14 Davis

Director
 G.B. Fenwick
 Secretary

K.A. Treubath



MORAN GILHAM	
ARCHITECT	
2000 S. 10TH AVE. SUITE 100 MILWAUKEE, WISCONSIN 53211	
PROJECT 11-17 STAMFORD ROAD WATLINGTON	
DRAWING LEASING PLANS GROUND FLOOR	
SCALE 1:100	DATE MAY 1982
BY 5/14/82	BY A