DATED 2015

(1)

(2)

**LEASE OF**

First floor flat

40 Gordon Road

London

N9 0LU

**REXTON LAW LLP**

**CATALYST HOUSE**

**720 CENTENNIAL COURT**

**CENTENNIAL PARK**

**ELSTREE HERTS**

**WD6 3SY**

**TEL: 020 8819 5899**

**FAX: 020 8736 4550**

**PRESCRIBED CLAUSES**

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord´s title number(s)**

**AGL82319**

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**

**Tenant**

**Other parties**

None

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

See the definition of "the Premises" in the Particulars page of this lease.

**LR5. Prescribed statements etc.**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease the Particulars page of this lease in the definition of "the Term".

**LR7. Premium**

£

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements as specified in the Second Schedule of this lease.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements as specified in the Third Schedule of this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

N/A

**DATE** 2015

**THIS LEASE** is made BETWEEN (1) The Landlord and (2) The Tenant referred to in the following particulars

PARTICULARS

**THE LANDLORD**

**THE TENANT**

**THE BUILDING** 40 GORDON ROAD LONDON N9 0LU

**THE PREMISES** First floor flat 40 Gordon Road London N9 0LU

**THE TERM** 99 years from 1 January 2015

**THE PREMIUM** £

**THE RENT** £250.00 per annum doubling every 25 years

IN THIS LEASE unless the context otherwise requires:-

1.1 The expressions in the first column of the Particulars shall have the meanings given to them in the second column of the Particulars

1.2 "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the Term

1.3 "the Tenant" includes the successors in title of the Tenant

1.4 "the Premises" are more particularly defined in the First Schedule

1.5 “the Building” means the Building stated in the Particulars and being all of the freehold property

1.6 "the Granted Rights" means the rights set out in the Second Schedule

1.7 "the Reserved Rights" means the rights set out in the Third Schedule

1.8 "the Common Parts" means the front doors the entrance hall in the Building but not within the individual flats therein.

1.9 "the Insured Risks" means damage by fire lightning aircraft explosion earthquake storm flood escape of water or oil riot malicious damage theft or attempted theft falling trees and branches and aerials subsidence heave and landslip collision accidental damage to underground services professional fees demolition and site clearance costs public liability to anyone else and such other risks against which the Council of Mortgage Lenders shall from time to time require to insure the Building

1.10 "Service Conduits" means pipes wires antennae cables drains conduits inspection chambers valves gutters drains flues and any items similar to any of them

1.11 "Neighbouring Property" means the Building (other than the Premises) and any other land or building whether already erected or which shall during the perpetuity period be erected which is capable of enjoying or being subject to any of the easements rights or other privileges over the Premises which are granted in this Lease or reserved whether or not such land or buildings now or during the period of 125 years from the date hereof belong to the Landlord or any other person and whether the same are contiguous adjoining adjacent opposite or near to the Premises or form part of larger premises of which the Premises form a part.

1.12 “Plan” means the plans annexed hereto which are for the purpose of identification only

1.13 "the Planning Acts" means The Town and Country Planning Act 1990 The Planning (Listed Buildings and Conservation Areas) Act 1990 The Planning (Hazardous Substances) Act 1990 The Planning (Consequential Provisions) Act 1990 The Planning and Compensation Act 1991 and any future enactment of a similar nature

1.14 the “Service Charge” and the “Interim Charge” are more particularly defined in the Seventh Schedule.

1.15 "enactment" means any Act of Parliament Statutory Instrument order or byelaw issued by any competent authority for the time being and from time to time in force and shall include any rule regulation scheme plan or direction issued under or deriving authority from any of them.

1.16 "decorate" means decorate paint paper varnish treat and polish and the like and decoration shall be construed accordingly.

1.17 Any obligation in this lease not to do something shall be deemed to include an obligation not to permit or suffer that thing to be done

1.18 The singular shall include the plural and the masculine shall include the feminine and neuter

1.19 Where the Landlord or the Tenant comprises more than one person then covenants on the part of such party shall be joint and several

1.20 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall be deemed to be incorporated in this Lease.

1.21 "The perpetuity period" applicable to this lease is and means the period of 125 years from the date of commencement of the term and where rights are granted or reserved in respect of items not yet in existence such rights shall only arise in respect of such of those items as shall come into existence within the perpetuity period

1.22 In relation to any matters referred to in this Lease as being designated by the Landlord from time to time a letter written by or on behalf of the Landlord shall be deemed sufficient designation for such purpose and to the extent that any rights are granted over any parts of the Building but such rights are to be designated by the Landlord from time to time then at all times such rights shall be a licence only revocable on further designation.

2. In consideration of the Premium and the rents and covenants contained in this Lease the Landlord demises to the Tenant the Premises together (in common with the Landlord and all others authorised by them or otherwise entitled) with the Granted Rights insofar as the Landlord is able to grant such rights but excepting and reserving to the Landlord and all others authorised by him or otherwise entitled the Reserved Rights for the Term the Tenant paying to the Landlord by way of rent without any set-off or deduction whatsoever the Rent which shall be paid by one equal payment in advance on 1st January each year the first payment being made on the execution of this Lease in respect of the period from the date of this Lease to the next following rent payment day.

3. The Tenant covenants with the Landlord to observe and perform the covenants and obligations contained in the Fourth Schedule (but not so far as to impose any obligation on the persons named as the Tenant in the Particulars after they shall have parted with the immediate reversion hereto.

4. The Landlord covenants with the Tenant to observe and perform the covenants contained in the Fifth Schedule hereto (but not so far as to impose any obligation on the persons named as the Landlord in the Particulars after they shall have parted with the immediate reversion hereto).

5. If any of the following circumstances shall occur:-

5.1 the Rent or any part of it shall at any time be unpaid for twenty one days after becoming payable (whether formally demanded or not); or

5.2 the Service Charge or the Interim Charge or any part of either of them shall at any time be unpaid for twenty one days after the later of demand and becoming payable; or

5.3 Any of the Tenant's covenants in this Lease shall not be performed or observed

Then and in any such case it shall be lawful with prior notice for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants in this Lease.

6. The Landlord shall not be liable or responsible for any damage suffered by the Tenant or any employee agent or invitee of the Tenant through any defect in under or upon the Premises.

7. The Tenant's covenants shall remain in full force both at law and equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise a similar covenant affecting Neighbouring Property for the time being belonging to the Landlord.

8. No acceptance of or receipt for any payment by the Landlord after knowledge or notice received by the Landlord or its agents of any breach of the Tenant's covenants herein contained shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes be a continuing breach of covenant so long as such breach shall be subsisting and that no person taking any estate or interest under the Tenant shall be entitled to set up any such acceptance of or receipt of rent by the Landlord as a defence in any action or proceeding by the Landlord.

IN WITNESS of which the Landlord and the Tenant have executed this Lease as a deed the day and year first above appearing

THE FIRST SCHEDULE

(The Premises)

The Premises are shown for the purpose of identification only edged red on the Plan and include (for the purposes of obligation as well as grant):-

1. the floor surface but not the slabs upon which the floor surface is laid

2. the doors, windows and the frames and glass of each of them

3. the internal plaster surfaces of any structural wall

5. one half in width of non structural walls common to the Premises and to other parts of the Building (which walls shall be deemed to be party walls)

6. the whole of other non-structural walls in the Premises

7. all conduits, pipes, cables, drains and the like which are laid in any part of the Building and/or the Premises and which exclusively serve the Premises

8. the garden

but excluding any part of the structure of the Building other than the internal surfaces thereof

THE SECOND SCHEDULE

(The Granted Rights)

1. The right of free and uninterrupted passage and running of water soil gas and electricity through all Service Conduits which may be in or upon the Building and which serve the Premises and other parts of the Building.

2. The right of access and egress to and from the Premises over the Common Parts

3. All rights of support shelter and protection now enjoyed by the Premises from the remainder of the Building.

4. The right at all reasonable times upon prior notice (except in case of emergency) to enter on any other part of the Building for the purpose of carrying out its obligations under this Lease the Tenant causing as little disturbance as possible making good all damage caused in the exercise of this right.

5. The right to make use of the bin store as may be designated from time to time by the Landlord together with the other occupiers of the Building

THE THIRD SCHEDULE

(The Reserved Rights)

1. The right of free and uninterrupted passage and running of water soil gas and electricity through the Service Conduits which may be in or under the Premises

2. The right to execute any works or erections or to carry out any repairs or to build alter or rebuild any Neighbouring Property in any manner and for any purpose as the Landlord may think fit notwithstanding any interference with the access of light or air to the Premises or any other disturbance loss of amenity or interference whatsoever

3. The right at all reasonable times upon prior notice and with consent given by the Tenant (except in case of emergency):-

3.1 to lay construct renew repair and maintain Service Conduits and landlords fixtures fittings and appliances through in under or upon the Premises; and

3.2 to enter on the Premises with or without materials equipment and tools to carry out any works or any repairs or any building alteration or rebuilding of any Neighbouring Property or otherwise for the purpose of carrying out is obligations under this Lease or the lease of any Neighbouring Property the person so entering the Premises making good all damage caused to the Premises

5. The right at all times of support shelter and protection of Neighbouring Property from the Premises.

THE FOURTH SCHEDULE

(Tenants Covenants)

1. To pay the Rent at the times and in the manner set out in this Lease without any deduction and to pay forthwith on demand any interest that may be due in respect of any payment due under this Lease.

2. To pay and discharge all general rates and all existing and future rates taxes charges assessments impositions and outgoings whatsoever (whether Parliamentary municipal parochial or otherwise) which are now or may at any time hereafter be payable charged or assessed on or in respect of the Premises or on the tenant owner or occupier thereof (or in the absence of direct assessment on the Premises a fair proportion of the same).

3. To pay for all gas and electricity and any other utility consumed on the Premises

4. To keep in good and substantial repair and condition the whole of the Premises and every part thereof

6. To permit the Landlord and those authorised by him and others so entitled to exercise the Reserved Rights and not to interfere with the exercise of any of them.

8. To pay all reasonable and proper costs charges and expenses (including solicitors' costs and architects' and surveyors' fees) incurred by the Landlord for the purposes of or incidental to the preparation service or enforcement (whether by proceedings or otherwise) of:-

8.1 Any notice under Section 146 or 147 of the Law of Property Act 1925 (as amended) requiring the Tenant to remedy a breach of any of the Tenant's covenants herein contained notwithstanding that forfeiture for such breach shall be avoided otherwise than by relief granted by the Court

8.2 Any notice to repair or schedule of dilapidations accrued during the Term or accrued at or prior to the end or sooner determination of the Term whether or not served during the Term.

8.3 The payment of any arrears of the Rent Interim Charge or Service Charge or interest payable thereon.

8.4 Any application by the Tenant for the Landlords consent whether such consent is granted refused or made subject to any conditions and in default of payment all such sums shall be recoverable as rent in arrear

9 9.1 Not to assign underlet charge part with possession or occupation or share occupation of any part of the Premises (as distinct from the whole)

9.2 Within one month after the completion of any assignment transfer charge or underlease (excluding tenancies for a term not exceeding 12 months) or after any transmission by reason of a death or otherwise affecting the Premises or any part thereof to give notice thereof in duplicate to the Landlord's solicitors and to produce to and leave with the Landlord's solicitors a certified copy of the deed or instrument or other document evidencing or effecting such transaction and on each occasion to pay to the Landlord or his Solicitor a registration fee of Forty pounds together with the Value Added Tax thereon or such higher fee as shall reasonably be determined by the Landlord from time to time

10. Not to make any additions to the Premises or the Service Conduits nor to commit any waste spoil or destruction in or upon the Premises nor to cut damage injure or allow to be cut damaged or injured any part or parts of the Premises PROVIDED THAT internal non-structural alterations may be carried out subject to the Tenant obtaining the Landlords prior written consent, such consent not to be unreasonably withheld.

11. Not to use the Premises or any part thereof other than as a residential flat PROVIDED THAT working from home or such similar business use shall be permitted where such use is ancillary to the use of the flat as a residential dwelling

12. Not to do anything on the Premises which may be or become a nuisance or annoyance or cause damage to the Landlord or to the owners tenants or occupiers of Neighbouring Property or any part or parts thereof

13. To comply forthwith at the Tenant's own expense with any nuisance, public health, sanitary or other notice lawfully served by any competent authority upon the Landlord the Tenant or the occupier with respect to the Premises or its user.

14. Upon receipt of any notice order or direction or other thing from any competent authority likely to affect the Premises or the user thereof to deliver to the Landlord immediately a copy of the same and if so required by the Landlord to take such steps and join with the Landlord in making such representations or appeals in all cases as the Landlord may consider reasonably desirable.

15. Not to affix or exhibit or suffer to be affixed or exhibited to or upon any part of the Premises or in any window thereof any placard poster signboard or other advertisement or other advertisement without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

16. Not to use the Premises or any part thereof for any noxious noisy or offensive use nor for any illegal or immoral act or purpose and not to hold any sale by auction on the Premises.

17. To permit the Landlord during the period commencing six months prior to the end of the Term to affix and retain without interference upon any part of the Premises a notice for the sale or reletting of the Premises and during such period to permit persons with written authority from the Landlord or its agents at all reasonable times to view the Premises.

18. To yield up the Premises with the fixtures and additions thereto (but not such tenants fixtures as shall belong to the Tenant Provided that the Tenant shall make good to the reasonable satisfaction of the Landlord all damage to the Premises resulting from the removal thereof at the expiration or sooner determination of the Term) in good and substantial repair and condition in accordance with the Tenants covenants in this Lease.

19. Not to place any goods or items upon or obstruct in any way the ground outside the Building or the Common Parts

20. Not to store or bring on the Premises any petrol or other dangerous inflammable explosive or combustible substance.

21. Not to erect nor install on the Premises any engine or machinery other than for normal domestic machinery

22. Not to load or use the walls ceilings or structure (if any) of the Premises in any manner which will cause strain damage or interference with the main timbers or structural parts of the Building

23. 23.1 Not to do anything whereby any policy of insurance on including or in any way relating to the Premises taken out by the Landlord may become void or voidable or whereby the rate of premium thereon may be increased and to pay to the Landlord the whole of any such increased premium whether in respect of the Premises or Neighbouring Property

23.2 In the event of the Premises or any part thereof being destroyed or damaged to give notice thereof to the Landlord as soon as possible after such destruction or damage shall have come to the notice of the Tenant

23.3 In the event of the Building or any Neighbouring Property or any part of either thereof being destroyed or damaged by any of the insured risks and the insurance money under any insurance against the same effected thereon by the Landlord being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant its employees agents invitees or licensees then and in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of completely rebuilding and reinstating the same

24. Not without the previous consent in writing of the Landlord to hold on the Premises any exhibition public meeting or public entertainment.

25. Not to allow rubbish or refuse to accumulate on the Premises or the Common Parts and not to obstruct the Common Parts or the Service Conduits

26. 26.1 To comply in all respects with the Planning Acts

26.2 Not to make any application under the Planning Acts for permission for change of use of the Premises.

26.3 If at any time the Landlord shall consent to the making of such an application or for the development of the Premises then such consent given by the Landlord shall be deemed to be subject to the express proviso that the Tenant shall indemnify the Landlord against all development and other charges and all taxes and expenses payable in respect of or as a result of such an application whether payable immediately or at any later time and shall also undertake to pay to the Landlord on demand any sum or sums which may become payable in consequence of the use of the Premises reverting to that existing prior to the application being made

26.4 Immediately after the grant or refusal thereof to supply to the Landlord a copy of any planning permission or refusal relating to the Premises or their use

27. To indemnify fully the Landlord against any claims proceedings or demands and the costs and expenses incurred thereby:-

27.1 which may be brought against the Landlord in respect of any accident loss or damage whatsoever to person or property however caused or occurring in or upon the Premises; or

27.2 relating to or arising from any breach non observance or non performance by the Tenant of any of the Tenants obligations under this Lease.

27.3 relating to or arising from damage occasioned to the Premises or Neighbouring Property or to any person caused directly or indirectly by any act default or negligence of the Tenant or its employees agents invitees or Licensees

28. Not to do anything whereby the right of light or air to or appertaining to the Premises may be endangered or interfered with or lost and in the event of any other person or persons doing any act or thing whereby such right of light or air to the Premises is endangered interfered with or lost forthwith to notify the Landlord and to permit the Landlord to take such action at law or otherwise as may seem necessary to it in the name of the Tenant either alone or jointly with the Landlord for the protection of their interest in the Premises.

29. Insofar as the same do not fall within the amount of the Rent to pay a fair proportion to be determined by the Surveyors, that proportion being no more than 20% of the Total Service Cost, for the time being of the Landlord whose decision shall be binding upon the Tenant of the expenses payable in respect of constructing repairing rebuilding cleansing and maintaining all roads pavements party walls party structures Service Conduits and other things the use of which is common to the Premises and to other property.

30. To observe and conform to the regulations set out in the Eighth Schedule hereto and to all other reasonable regulations and restrictions made by the Landlord for the proper management of the Building and notified in writing by the Landlord to the Tenant from time to time Provided That the same shall not unreasonably interfere with the Tenant's use of the Premises.

31. To pay to the Landlord the Rent at the times and in the manner provided in the Seventh Schedule both of which shall be recoverable in default as rent in arrear.

32. If the Rent the Interim Charge or the Service Charge or any other sum due from the Tenant to the Landlord under the terms of this Lease or any part of any of them shall at any time be more than seven days overdue to pay to the Landlord interest thereon at the rate of four per cent above Lloyds TSB Bank Plc’s Base Rate from time to time in force from the date upon which it first became due until payment (and whether before or after judgment) and such interest shall be paid by the Tenant to the Landlord by way of further rent PROVIDED THAT nothing in this clause shall entitle the Tenant to withhold or delay any payment after the date upon which it first falls due or in any way prejudice affect or derogate from the rights of the Landlord under the proviso for re-entry.

THE FIFTH SCHEDULE

(Landlord's Covenants)

PART I

1. That the Tenant paying the Rent and all other moneys payable under this Lease and performing and observing the covenants on the part of the Tenant and the conditions and agreements herein contained shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

2. The Landlord will at the request and cost of the Tenant and upon being indemnified by the Tenant against the costs and upon the Tenant providing such security for costs as the Landlord from time to time reasonably requires take all reasonable steps to enforce the covenants for on the part of other tenants contained in the leases of the other flats in the Building insofar as such enforcement is reasonably in the interests of the occupier or occupiers of the Premises.

3. That every lease (other than a tenancy agreement for a period of not more than seven years) of a flat in the Building to be granted by the Landlord shall contain covenants so far as appropriate on the part of the tenant similar to those contained herein.

PART II

4. To keep the Building and the landlords fixtures and fittings therein and the Common Parts insured (subject to such exclusions and excesses as the insurers shall apply) against loss or damage by any of the Insured Risks for the following amounts:-

4.1.1 Such sum in respect of the Building as the Landlord thinks fit (being not less than the full reinstatement cost thereof); and

4.1.2 Such additional sum as the Landlord thinks fit in respect of architects surveyors legal and other professional fees and removal of debris; and

4.1.3 Such sum as the Landlord thinks fit in respect of public liability

with insurers or underwriters of good repute and to produce to the Tenant on request but not more than once in any calendar year the policy of insurance or an extract thereof and the receipt for the current premium

4.2 If the Premises are damaged by any of the Insured Risks then subject to clause 4.4 below and subject to the Landlord being able to obtain all necessary consents the Landlord will lay out the net proceeds of such insurance in reinstating the Premises and the Tenant will pay to the Landlord on demand with Interest the amount equivalent to any excess which may be applicable to such insurance

4.3 If the payment of any insurance monies is refused because any insurance policy effected by the Landlord shall have been rendered void or voidable in whole or in part by the act or default of the Tenant or any person deriving title under the Tenant or any of the servants or agents of the Tenant or of any such person or if the monies payable under any such policy in respect of loss of rent shall not be paid to the Landlord as hereinafter provided by reason of any act or default on the part of the Tenant the Tenant will pay to the Landlord on demand with Interest the amount so refused

4.4 The Landlord shall not be obliged to comply with the obligations under clause 4

above if:

4.4.1 It is prevented from doing so by circumstances beyond the Landlord’s control

4.4.2 Payment of the insurance monies has been refused in whole or in part by reason of any act or default of the Tenant or anyone under its control

4.5 In the event of the Premises or any part thereof being damaged or destroyed as the result of a peril against which the Premises are insured pursuant to the provisions of the covenant to that effect hereinbefore contained so as to be unfit for occupation or use then the reserved rents for the time being payable hereunder or a fair proportion thereof according to the nature and extent of the damage sustained shall cease to be payable by the Tenant from the date of damage or destruction until the Premises are restored fit for occupation and use by the Tenant or until the expiration of three years from the date of damage or destruction whichever shall first occur **PROVIDED** that there shall be no cesser of rent if any insurance policy effected in accordance with the covenant to that effect hereinbefore contained shall have been rendered void or voidable in whole or in part by the act or default of the Tenant or any person deriving title under the Tenant or any of the servants or agents of the Tenant or of any such person or if the monies payable under any such policy in respect of loss of rent shall not be paid to the Landlord as hereinafter provided by reason of any act or default on the part of the Tenant **PROVIDED FURTHER** that the amount of any rent so suspended shall never be more than the amount (if any) actually received from the Insurers in respect of the insurance against loss of rent effected in accordance with the covenant to that effect hereinbefore contained

4.6 If the rebuilding or reinstatement of the demised premises or any part of the Premises proves impossible or impracticable any money received under the policy of insurance effected in accordance with the covenant to that effect hereinbefore contained shall be divided between the Landlord and the Tenant in the proportions which the value of their respective interests in the Premises or that part of the Premises bear to one another at the time of the event giving rise to its payment

4.7 All monies received in respect of loss of rent by virtue of any policy of insurance effected pursuant to the covenant to that effect hereinbefore contained shall be paid to the Landlord for its own use and benefit

4.8 Any dispute or difference arising between the Landlord and the Tenant in respect of this clause 4 shall be referred to the decision of a sole arbitrator to be agreed between the parties or in default of agreement to an arbitrator nominated by the President of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration Act 1996 shall apply thereto

5. To maintain and keep in good and substantial repair and condition the main structure of the Building including its foundations walls roofs (including its gutters and rain water pipes) and the Service Conduits therein (other than those which exclusively serve the Premises or any flat in the Building) but not any part of the Building demised as a flat or capable of being demised

6. To decorate the exterior of the Building every five years.

7. To keep the Common Parts cleansed repaired and decorated and where applicable lit.

8. For so long as any flat within the Building is not subject to a lease in a form substantially similar to this Lease to perform and observe in relation to such flat covenants similar to the Tenants covenants in this Lease but only to the extent that breach or non-performance of such covenants shall have a substantial adverse affect on the Tenants use of the Premises.

THE SIXTH SCHEDULE

(Items falling within the Rent)

1. The obligations on the part of the Landlord in Part II of the Fifth Schedule to this Lease

2. The cleaning lighting repair renewal decoration and maintenance of the Common Parts and all Service Conduits now or hereafter to be laid in the Building (other than those exclusively serving any individual flat therein).

3. The repair maintenance renewal and replacement of the heating appliances and plant and machinery in the Building which do not exclusively serve the Premises or any individual flat in the Building

4. The cleaning of the exterior of the windows of the Building

5. The payment of all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which from time to time shall be assessed charged imposed or payable on or in respect of the Building as a whole or the curtilage or Common Parts or any part thereof

6. The engagement of the services of surveyors or agents to manage the Building and the Common Parts and to collect the rents and to carry out such other duties as may from time to time reasonably be assigned to them by the Landlord

7. The keeping of such staff to perform such services as the Landlord thinks necessary in or about the Building and the Common Parts but so that the Landlord shall not be liable to the Tenant for any act default or omission of such staff

8. The payment of all legal charges incurred by the Landlord:-

8.1 in the running and management of the Building and the Common Parts and in the enforcement of the covenants conditions and regulations contained in the leases granted of the various Premises in Building and

8.2 in making such applications and representations and taking such action as the Landlord shall reasonably think necessary in respect of any notice or order or proposal for a notice or order regulation or bye-law in respect of the Building or any part thereof or the Common Parts

9. The engagement of the services of accountants for preparing or auditing the accounts relating to and supplying certificates of expenditure in respect of the Interim Charge or the Service Charge or otherwise in connection with the management of the Building or with the Interim Charge or the Service Charge

10. Any interest and other bank or financial charges incurred in connection with any expenditure forming part of the Total Service Cost

11. The reimbursement to any person (which expression shall include the lessor if appropriate) of a proper proportion of any expenditure incurred by such person which relates both to Neighbouring Property and to the Building

12. The maintenance and keeping in good order of the yards open spaces forecourts and footpaths within the Common Parts or the curtilage of the Building but not within the Premises or flats otherwise demised to tenants of other parts of the Building.

13. The insurance of the Building or of any items of plant and machinery in the Building or of public liability so far as they are not within the ambit of the Landlord's covenant for insurance.

14. The provision and supply of such other services for the benefit of the Tenant or the other tenants of the Building and the carrying out of such other repairs and improvements works and additions and the defraying of such other costs (including the modernisation or replacement of plant and machinery) as the Landlord shall reasonably consider appropriate or otherwise desirable in the general interests of the tenants or any of them.

15. The installation maintenance repair renewal and servicing of an internal telephone system, a door porter system or any similar apparatus.

16. The discontinuance or termination of any of the matters or services referred to in this Schedule.

THE SEVENTH SCHEDULE

(Computation of the Rent)

1. In this Lease unless the context otherwise requires:-

1.1 "Accounting Period" means a year (or part thereof) commencing on the first day of January or such other date as may be substituted therefor at the discretion of the Landlord

1.2 "The Total Service Cost" means the aggregate amount in each Accounting Period:-

1.2.1 Incurred in connection with any of the matters referred to in the Sixth Schedule

1.2.2 Considered reasonable by the Landlord as a reserve towards future expenses of a periodical or non-annually recurring nature in connection with any of the said obligations or matters

1.2.4 Service Charge, Interim Service Charge, or any other costs beyond the expected £100 annual Rent must be independently valued and communicated to the Tenant prior to any additional payments being made.

1.3 "The Service Charge" means a fair proportion of the total service cost

1.4 "The Interim Charge" means such sum to be paid on account of the Service Charge in respect of each Accounting Period as the Landlord (or its Managing Agents or Auditors) shall reasonably specify to be a fair and independently sought estimate of the Service Charge that will be payable by Tenant PROVIDED THAT:-

1.4.1 In the event of it being necessary for the Landlord to undertake urgent work to the Building or the Common Parts involving major expenditure not covered by the Interim Charge the Landlord shall have the right forthwith to demand from the Tenant the Proportion of such expenditure, whereupon the same shall immediately become due and payable and shall constitute part of the Interim Charge; and

1.4.2 The Landlord may revise such estimate in respect of an Accounting Period during that period if it shall be fair and reasonable to do so in the circumstances

3. If the Interim Charge paid by the Tenant in respect of any Accounting Period exceeds the Service Charge for that period then such excess shall be carried forward by the Landlord and credited to the account of the Tenant in computing the Service Charge in succeeding accounting periods(or in the case of the Accounting Period ending on the termination of this Lease) shall be refunded to the Tenant by the Landlord.

4. If the Service Charge for any accounting period exceeds the total of the Interim Charge paid by the Tenant in respect of that accounting period and any surplus brought forward from the previous Accounting Period brought forward then the Tenant shall pay such excess to the Landlord within fourteen days after service upon the Tenant of the certificate referred to in the following paragraph.

5. As soon as reasonably practicable after the end of each Accounting Period the Landlord or its managing agents shall supply the Tenant with a certificate containing the following information:-

5.1 The amount of the Total Service Cost for that Accounting Period

5.2 The amount of the Interim Charge paid by the Tenant in respect of that Accounting Period together with any surplus brought forward from the previous Accounting Period

5.3 The amount of the Service Charge in respect of that Accounting Period

5.4 The amount of the excess to be carried forward or to be paid pursuant to paragraph 3 and 4 above as the case may be

6. Together with the said certificate there shall be delivered to the Tenant a supporting schedule showing the amount and aggregate amounts of any reserves created pursuant to the provisions of clause 1.2.2 of this Schedule

7. The said certificate and schedules shall so far as permitted by law be conclusive and binding on the parties hereto save in relation to any patent error or omission

8. In respect of the current Accounting Period and in respect of the Accounting Period during which the Lease or any period of holding over thereunder shall determine the Service Charge shall be apportioned on a daily basis

THE EIGHTH SCHEDULE

(Regulations)

1. Not to bring into or take out from the Building or the Common Parts any furniture or bulky materials except between the hours of 10.00 a.m. and 5.00 p.m.

2. To keep clean the interior of the windows of the Premises

3. To protect all water pipes and outlets in or on or exclusively serving the Premises against freezing of water therein.

4. Not to use the address of the Premises for the issue of circulars or business announcements of any type.

5. Not to place any showboard namebill placard advertisement or notice of any description upon any external parts of the Building or the Common Parts or in any of the windows of the Building nor place any article in any of the windows or on the cills thereof which is visible from the outside of the Building and which in the opinion of the Landlord is unsightly nor expose any clothes or any articles in or upon any part of the Building or the Common Parts

7. Not to sing or play any musical instrument or use any record player, hi-fi, stereo, compact disc wireless, television or recording equipment between the hours of 11.00 p.m. and 7.00 a.m. or at any other time so as to cause or in the opinion of the Landlord be likely to cause a nuisance or annoyance to the occupier of any other part of the Building or the Common Parts

10. Not to leave any pram bicycle or other in the Common Parts

11. Not to leave any refuse or litter in the Common Parts save for in any available bin stores.

Signed as a Deed by

acting by its Director

in the presence of:

Signature of witness……………………………………..

Name………………………………………………………

Address……………………………………………………

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