

MR (2)

DATED 14<sup>th</sup> February 1992

P. K. SAUNDERS, ESQ.

- to -

MISS R. A. HATTRELL

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L E A S E

- of -

Flat D (Second floor),  
40, Gledstones Road, London, W.14 9HU

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HM LAND REGISTRY  
ABSOLUTE  
LEASE AND INTEREST REGISTERED  
TITLE NUMBER NGL693946

Stoneham Langton & Passmore  
8 Bolton Street  
Piccadilly  
London W1Y 8AU

RJE3/LS/HATTR

PRODUCED

11.MAR.1992

FINANCE ACT 1931  
H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1971

LEASE OF PART

LONDON BOROUGH : Hammersmith & Fulham  
LANDLORD'S TITLE NUMBER : LN 118098  
TENANT'S TITLE NUMBER :  
PROPERTY : Flat D (Second floor),  
40 Gledstanes Road, London  
W14 9HU  
DATE OF LEASE : 14<sup>th</sup> February



PARTICULARS AND DEFINITIONS

1. "The Landlord" : PETER KEVIN SAUNDERS of  
52 Chaldon Road, London  
SW6 7NU
2. "The Company" : GLEDSTANES MANAGEMENT  
LIMITED of 8, Bolton  
Street, Piccadilly, London  
London W1Y 8AU
3. "The Tenant" : ROSEMARY ANNE HATTRELL of  
66, Fullerton Road, London,  
S.W.18
4. "The Property" : 40 Gledstanes Road, London  
W14 9HU in the London  
Borough of Hammersmith and  
Fulham being all the  
property registered at HM  
Land Registry under Title  
Number LN 118098
5. "The Demised  
Premises" : Flat D on the Second floor  
of the Property more  
particularly described in

the First Schedule hereto  
and shown edged red on  
the plan annexed hereto

6. "The Premium" : Ninety-six thousand five hundred Pounds (£96,500)
7. "The Yearly Rent" :  
For 1st 25 years of the Term - £50 pa  
For 2nd 25 years of the Term - £100 pa  
For 3rd 25 years of the Term - £150 pa  
For remainder of the Term - £200 pa
8. "The Term" : 125 years from the 29th day of September 1991
9. "The Maintenance Year" : a period commencing on the 1st day of April in each year of the Term and ending on the 31st day of March in the following year
10. "The Maintenance Charge" : An amount or amounts equal to Twenty per cent of the expenses which the Company shall reasonably and properly incur in each Maintenance Year in complying with the covenants on its part contained in the Sixth Schedule hereto (including the provision for future expenditure therein mentioned) together with any value added tax thereon
11. "The Interim Maintenance Charge" : the sum of One hundred and seventy five pounds (£175.00) per half year or such other sum to be paid on account of the Maintenance Charge in respect of each Maintenance Year as the Company its managing agents or accountants from time to time and at any

- time shall specify at its or their discretion to be a fair and reasonable sum
12. "The Common Parts" : all those parts of the Property not exclusively enjoyed by lease licence or otherwise by the Tenant or occupiers of other demised parts of the Property
13. "The Included Rights" : the rights easements and privileges contained in the Second Schedule hereto
14. "The Excepted Rights" : the exceptions and reservations contained in the Third Schedule hereto
15. "Conduits" : includes flues ventilating ducts cisterns tanks radiators water and gas and electricity supply pipes sewers drains tubes meters soil pipes waste water pipes central heating pipes and also wires or cables used for the conveyance of electrical current and all valves taps and switches appertaining thereto and includes (unless expressly excluded) any wires cables or apparatus belonging to any public utility supply authorities or any person or corporation supplying any television aerial rediffusion service internal telephone system or door porter system
16. "The Prescribed Rate" : whichever shall be the greater of fifteen per centum per annum or six per centum over the base rate of National Westminster Bank PLC or any successor to the business of that Bank subsisting at the date



upon which any interest  
payable under this Lease  
becomes due

17. The singular shall include the plural and the masculine shall include the feminine and vice versa
18. The expressions "the Landlord" and "the Tenant" shall where applicable and insofar as the law permits include the persons respectively deriving title under or through them
19. The expression "the Tenant" shall include all persons who are so designated at the commencement hereof and each and all of the covenants obligations and agreements entered into by the Tenant shall be deemed to have been made jointly and severally by all such persons with the Landlord the Company and where applicable the tenants of the other flats in the Property as the case may be and when two or more persons are included in the expression "the Tenant" they agree that they hold the Property upon trust for themselves as [joint tenants] [tenants in common] so that the survivor of them is [not] entitled to give a valid receipt for capital monies arising on a disposition thereof

THIS LEASE is made on the date stated in the Particulars and Definitions annexed hereto (hereinafter called "the Particulars") BETWEEN the Landlord specified in Paragraph 1 of the Particulars of the first part the Company specified in Paragraph 2 of the Particulars of the second part and the Tenant specified in Paragraph 3 of the Particulars of the third part

AND WITNESSETH AS FOLLOWS:

1. Unless the context requires otherwise the various expressions set out in the Particulars shall have the

meaning or bear the interpretation therein set out

2. In consideration of the Premium paid by the Tenant to the Landlord (receipt of which sum the Landlord hereby acknowledges) the Landlord as Beneficial Owner HEREBY DEMISES to the Tenant ALL THOSE the Demised Premises TOGETHER WITH the Included Rights EXCEPTING AND RESERVING unto the Landlord (and where appropriate the Company and any relevant Statutory Undertakers) and all others having a like right the Excepted Rights TO HOLD the same unto the Tenant for the Term YIELDING AND PAYING yearly during the Term the Yearly Rent such rent to be paid in advance without deduction (save as authorized or required by law) by equal half yearly payments on the 25th day of March and the 29th day of September in every year of the Term the first proportionate payment thereof in respect of the period from the date hereof up to the date for payment of rent next following to be made on the execution hereof PROVIDED THAT if the yearly rent payable hereunder and other sums (if any) payable during such year by the Tenant (excepting payments which may be disregarded under S. 127 of the Rent Act 1977 or any statutory modification or re-enactment thereof) would at any time exceed two-thirds of the relevant rateable value of the Demised Premises (thereby rendering illegal payment of a premium) the yearly rent and other sums (if any) (excepting such payments as aforesaid) so payable shall be limited to and shall not exceed a sum equal to two-thirds of

rateable value of the Demised Premises at the date of such variation less One pound

3. The Tenant HEREBY COVENANTS:

- (i) with the Landlord to observe and perform the obligations set out in Part I of the Fourth Schedule hereto
- (ii) with the Landlord the Company and with the tenants of all the other flats in the Property to observe and perform the obligations set out in Part II of the Fourth Schedule and the Regulations set out in the Ninth Schedule

4. The Landlord HEREBY COVENANTS with the Tenant so as to bind itself and its successors in title the persons for the time being entitled to the reversion of the Demised Premises immediately expectant upon the determination of this Lease but not so as to bind itself after it shall have parted with such reversion or to incur further liability thereafter to observe and perform the obligations set out in the Fifth Schedule hereto

5. The Company HEREBY COVENANTS with the Landlord and the Tenant to observe and perform the obligations set out in the Sixth Schedule hereto

6. The Landlord the Company and the Tenant agree the provisions set out in the Seventh Schedule hereto

7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £250,000

IN WITNESS whereof the Landlord and the Company have caused their Common Seals to be hereunto affixed and the Tenant has signed this Lease as a deed the day and year first above written

THE FIRST SCHEDULE

THE DEMISED PREMISES

The Demised Premises is ALL THAT flat known as Flat D on the Second floor of the Property, which flat is for the purposes of identification only edged red on the plan annexed hereto (hereinafter called "the Flat") and shall for the purposes of obligation as well as grant (but subject to the provisions herein contained prohibiting decoration or alteration of the exterior of the Property by the Tenant)

INCLUDE:

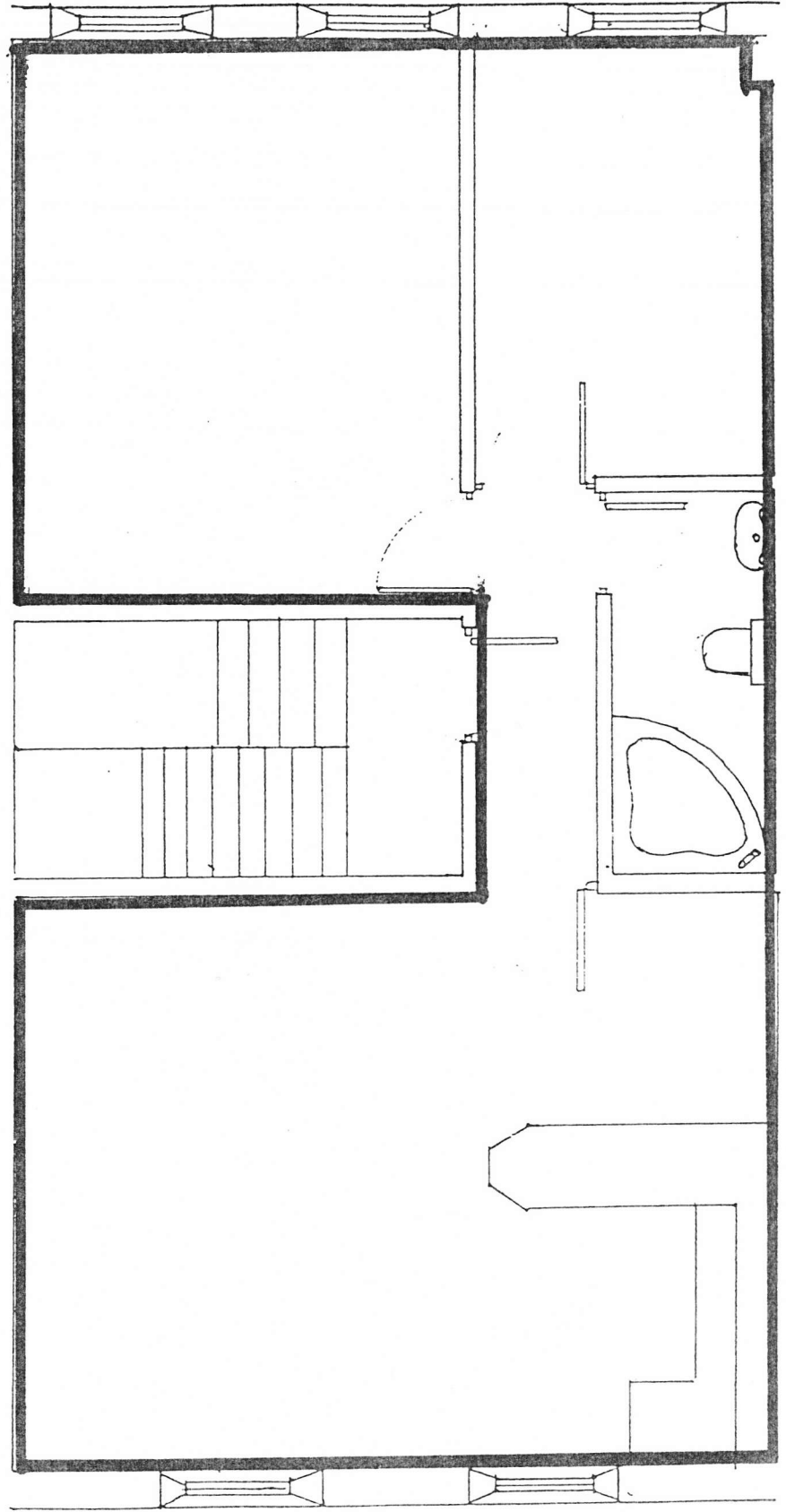
1. the internal plaster tiles or other coverings of the

FLAT D

40, GLEDSTANES ROAD

LONDON W14

SCALE 1:50



external and internal load bearing walls of the Flat and the doors door-frames windows and window-frames fitted in such walls and the glass fitted in such window-frames

2. any of the walls or partitions lying within the Flat which are not load bearing or do not form part of the main structure of the Property including the plaster tiles or other coverings of such walls or partitions and the doors and door-frames and any glass and locks fitted in such doors walls partitions and door-frames
3. the plaster tiles or other coverings of the ceilings of and the floorboards and other surfaces of the floors of the Flat
4. where the Flat or any part of it is situate on the third floor of the Property the loft space immediately above the Flat and the floorboards (if any) and other surfaces of the floors of the loft
5. all Conduits (save those belonging to any public utility supply authorities or to any person or company supplying any television aerial rediffusion service internal telephone system or door porter system) which are situate in any part of the Property and serve exclusively the Demised Premises

6. all fixtures and fittings in or about the Demised Premises (other than tenant's fixtures and fittings) and not hereinafter expressly excluded

BUT EXCLUDE (UNLESS EXPRESSLY INCLUDED)

- (a) any part or parts of the Property lying above the said surfaces of the ceilings or below the said floor surfaces
- (b) the main timber joists or structural parts of the Property and the external and internal load bearing walls of the Flat
- (c) any Conduits or aerials in or on the Property or the Flat which do not serve exclusively the Flat and any Conduits belonging to any utility supply company or to any person or company supplying any television aerial rediffusion service internal telephone system or door porter system



THE SECOND SCHEDULE  
(THE INCLUDED RIGHTS)

1. The right for the Tenant and all persons authorized by him in common with all others now or hereafter enjoying the like right at all times and for all purposes incidental to the occupation and enjoyment of the Demised Premises to use on foot only the common entrance hall staircases and passages in the Property giving access to the Demised Premises and any of the common external paths stairways or forecourts on the Property leading from the public highway or footpath to the main entrance or entrances of the Property the Demised Premises or the dustbin area used in connection therewith PROVIDED ALWAYS that the Company shall have the right in the interests of good estate management temporarily to close or divert such parts of the Property specified above provided that such closure or diversion shall not prevent the Tenant from having full free and unrestricted access to or egress from the Demised Premises at all times

2. The right in common with all other persons entitled to the like right to the free and uninterrupted passage and running of gas electricity water and soil and all other services to and from the Demised Premises in through and along the Conduits now laid or which may at any time within

eighty years from the date hereto to be laid in or through the Property or any part thereof and serve the Demised Premises

3. The right for the Tenant with servants agents and workmen to enter upon any part of the Property as may be reasonably necessary for the protection of the Demised Premises and to enable the Tenant to comply with his obligations hereunder or to read any meters situated in any part of the Property which serve the Demised Premises Provided Always that the Tenant shall (except in emergency) before exercising such right in respect of any part of the Property other than the Common Parts give reasonable prior notice in writing to the occupier of such part of the Property specifying the purpose for which entry is required and the Tenant shall cause as little damage as possible and forthwith make good all damage to the Property occasioned by such entry or any works consequent thereon

4. The right to subjacent and lateral support and protection for the Demised Premises from the remainder of the Property not hereby demised as enjoyed at the date hereof

5. Subject to payment of the Maintenance Charge the right for the Tenant in common with all persons entitled to any

like or similar rights to use the communal television aerial system for receiving wireless or television programmes and any internal telephone system or door porter system which may from time to time be installed in the Property subject to due compliance with the terms of any agreement made between the Landlord or the Company and the company or companies installing supplying or maintaining the same and any rules which the Company may from time to time make in respect thereof

6. Subject to payment of the Maintenance Charge the right in common with all other persons to a like right to use the Common Parts and to keep one dustbin in the dustbin area in the front basement area at ground floor level

7. The benefit in common with the other persons entitled to such benefit of any covenants or agreements entered into or which may hereafter be entered into by the lessees of any other demised parts of the Property with the Landlord or any of its predecessors or successors in title similar to those contained in Part II of the Fourth Schedule hereto

#### THE THIRD SCHEDULE

#### (THE EXCEPTED RIGHTS)

1. The easements rights and privileges over and along

through and in respect of the Demised Premises equivalent to those set out in Paragraphs 2 3 4 and 5 of the Second Schedule hereto

2. The right with or without agents and workmen at all reasonable times upon reasonable prior notice (except in emergency) to enter the Demised Premises for the purpose of carrying out the obligations of the Company contained in the Sixth Schedule hereto the person exercising such right causing as little damage as possible and making good all damage to the Demised Premises occasioned by such entry or any works consequent thereon

3. The right to erect and maintain such wireless and television aerials or other such apparatus referred to in Paragraph 5 of the Second Schedule on the roof in the loft (if any) or exterior walls of the Property and to enter and run wires and cables connecting such aerials or other apparatus through the Demised Premises causing as little damage as possible and making good forthwith any damage thereby caused

4. The right for the appropriate Gas Electricity and Water companies or other such companies (including British Telecom) to enter upon the Property (including the Demised Premises) for the purpose of carrying out all or any of their respective functions subject to the making good of any

damage thereby caused and the Tenant hereby consents to the registration in the Charges Register of the Tenant's Title (as and when the same is registered) of any Deed or Easement which may be granted by the Landlord to any of the said companies in respect of the Property (including the Demised Premises) PROVIDED THAT any such registration does not adversely affect the value of the Demised Premises

#### THE FOURTH SCHEDULE

##### PART I

##### (TENANT'S COVENANTS WITH THE LANDLORD)

- (1) To pay the Yearly Rent at the time and in the manner aforesaid
- (2) To pay all general and water rates and other outgoings of a recurring and non capital nature which are now or may during the Term be payable in respect of the Demised Premises
- (3) To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a Surveyor) which may be incurred by the Landlord in contemplation of or incidental to the preparation and service of a Notice under Section 146 and 147 of the Law of Property Act 1925 or any

re-enactment or modification thereof notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(4) To comply with all local bye laws statutory requirements and other lawful requirements applicable to the Demised Premises and to keep the Landlord indemnified against all claims demands and liability arising thereon

(5) On the determination of the said Term to yield up to the Landlord the Demised Premises in good and substantial repair in accordance with the covenants by the Tenant herein contained

(6) To permit the Landlord and its duly authorized Surveyors or Agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Demised Premises or any part thereof for the purpose of viewing and examining the state of repair thereof or of the Property

(7) In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Demised Premises of which notice in writing shall be given by the Landlord to the Tenant within two calendar

months after the giving of such notice

(8) If at any time during the Term the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Demised Premises then to permit the Landlord at all reasonable times during the Term with or without workmen and others to enter upon the Demised Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinbefore contained) and to repay to the Landlord on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsel's and Surveyors' costs and fees reasonably incurred by the Landlord in respect thereof) such cost to be recoverable by the Landlord as if the same were rent in arrear

(9) In the event of the Demised Premises or any part of the Property being damaged or destroyed by fire or other causes at any time during the Term and the insurance money under any insurance against fire or other risks effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will forthwith pay to the Landlord the whole or a fair proportion of the cost of



rebuilding the same and any dispute arising out of this provision shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(10) Not at any time without licence in writing of the Landlord first obtained except (if such licence shall be granted) in accordance with plans and specifications previously approved by the Landlord and to the Landlord's reasonable satisfaction and in compliance with all relevant Local Authority regulations and requirements to make any alteration or addition whatsoever in or to the Demised Premises either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof not to cut or remove the main walls or timbers of the Demised Premises unless for the purpose of repairing and making good any defect therein not to do or suffer in or upon the Demised Premises any wilful or voluntary waste or spoil

(11) Not to erect upon or affix to the Demised Premises or any part thereof any radio or television receiving or transmitting aerials not to bring into or allow to remain in the Demised Premises any machinery or mechanical or

scientific apparatus other than usual domestic equipment

(12) Not to hold on any part of the Demised Premises any sale by auction not to use the same or any part thereof nor allow the same to be used for any illegal or immoral purposes but only to use the same as a self-contained residential flat with appurtenances in one family occupation only

(13) Not to exhibit on the outside or in the windows of the Demised Premises any name-plate placard or announcement of any description save that a single "For Sale" sign may be placed inside one of the windows of the Flat

(14) Without prejudice to the other covenants in this Lease contained not to do or permit to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1971 or any enactment amending or replacing the same and to keep the Landlord indemnified against all claims demands and liabilities in respect thereof

(15) Within seven days of the receipt of notice of the same to give full particulars to the Landlord of any permission notice order or proposal for a notice or order relating to the Demised Premises or the Property made given or issued to the Tenant by any Government Department local or public

authority under or by virtue of any statutory powers or otherwise and if so required by the Landlord to produce such permission notice order or proposal for a notice or order to the Landlord AND ALSO without delay to take all reasonable or necessary steps to comply with any such notice or order at the Tenant's own expense insofar as the same relates to the Demised Premises

- (16) (i) Not to assign transfer underlet or part with possession of any part of the Demised Premises (as distinct from the whole) in any way whatsoever
- (ii) (a) Not at any time during the Term to underlet or permit the Demised Premises to be underlet except upon the terms that the undertenant shall be liable to pay throughout the term of such underlease not less than the aggregate of the rent hereby reserved and the Maintenance Charge
- (b) To 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 undertenant with the  
Landlord to observe and perform all  
covenants and conditions of this Lease  
contained (except the covenants for  
payment of rent or Maintenance Charge)  
with a condition permitting re-entry in  
case of any breach of any of the said  
covenants or conditions (except as  
aforesaid)

(iii) Not to assign transfer part with possession of  
or underlet (except at a rack rent without  
charging a premium and for a period not  
exceeding seven years) the Demised Premises  
unless contemporaneously with such assignment  
or transfer or underlease

(a) the Tenant first notifies the Company in  
writing of his intention to do so and

(b) the Tenant requires the assignee or  
transferee to apply for membership of  
the Company

(c) the assignee or transferee or  
undertenant executes a deed of covenant

with the Company (in the form set out in the Eighth Schedule hereto) that he and his successors in title will at all times from the date of the assignment or transfer duly pay all rent becoming due and all sums payable under this Lease and observe and perform all covenants restrictions and stipulations herein contained and on the part of the Tenant to be observed and performed (whether running with the lease or of a purely personal or collateral nature) to the same extent as if the assignee or transferee were the original tenant party hereto

(17) Upon every underletting of the Demised Premises and upon every assignment transfer or charge thereof and upon the grant of probate of letters of administration affecting the Term and upon the devolution of any such term under any assent or other instrument or otherwise howsoever or by any Order of the Court within one month thereafter to give to the Landlord and the Company or to their respective solicitors for the time being notice in writing of such underletting assignment transfer charge grant assent or Order with full particulars thereof and to produce to the

Landlord and the Company or their respective solicitors every such document or an examined copy thereof as aforesaid and to pay to the Lessor a reasonable fee for the registration of the said notice (not being less than £20) plus any Value Added Tax or similar tax payable thereon at the rate for the time being in force and to deliver to the Company each deed of covenant referred to in Paragraph (16)(2)(c) of this Schedule duly stamped

(18) To observe and perform by way of indemnity only the restrictive and other covenants (if any) set out or referred to in the Charges Register of the Title above referred to so far as they relate to the Demised Premises

(19) To pay the Landlord's proper legal and Surveyors' costs incurred in connection with applications for any consent under the terms of this Lease whether or not such consent is granted

(20) (a) If the Yearly Rent or any part thereof or any other sum payable by the Tenant to the Landlord pursuant to the provisions of this Lease shall not have been paid within fourteen days from the date whereon payment of the same was due then the Tenant shall pay to the Landlord interest upon such rent or other sum at the Prescribed Rate until the said rent or other

sum shall have been paid

- (b) Interest payable by the Tenant pursuant to this sub-clause shall be calculated from day to day
- (c) Interest payable by the Tenant upon arrears of rent or other such sum due to the Landlord shall not itself be deemed to be rent

#### THE FOURTH SCHEDULE

##### PART II

(TENANT'S COVENANTS WITH THE LANDLORD THE COMPANY AND THE  
OTHER TENANTS OF THE PROPERTY)

(1) To pay to the Company the Maintenance Charge the amount of which shall be certified from time to time by the Company or the Company's Managing Agent or Accountant acting as an expert and not as an arbitrator as soon as conveniently possible after the expiry of each Maintenance Year and FURTHER on the Twenty-fifth day of March and the Twenty-ninth day of September in each year or within twenty-one days of the Company requiring payment of the same to pay in advance on account of the Tenant's liability under this clause the Interim Maintenance Charge the first payment of which being an apportioned part in respect of the period from the date hereof to the next following Maintenance



Charge payment date shall be made on the execution hereof  
PROVIDED THAT upon the Company's Managing Agents' or  
Accountants' certificate being given as aforesaid there  
shall forthwith be paid by the Tenant to the Company any  
shortfall between the Interim Maintenance Charge and the  
total of the Maintenance Charge so certified and the Tenant  
shall be credited with any excess

(2) To keep the Demised Premises and additions thereto and  
the Landlord's fixtures and fittings and sanitary water and  
central heating and gas and electrical apparatus installed  
in or affixed to the Demised Premises and the window glass  
thereof in good and substantial repair and condition

(3) In every seventh year of the Term and in the last year  
of the Term howsoever determined to paint paper or decorate  
as appropriate in a proper and workmanlike manner all the  
interior parts of the Demised Premises as should be so  
painted papered or decorated

(4) To make good all damage caused through the act or  
default of the Tenant to any part of the Property or the  
Landlord's fixtures and fittings therein and to any other  
occupier or tenant of any part of the Property and their  
licensees and in each case to keep the Landlord and the  
Company indemnified from all claims expenses and demands in

respect thereof

(5) Not to do or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Demised Premises or the Property being destroyed or damaged by fire shall be increased or which may require an additional premium for insuring the same or which may make void or voidable any policy for such insurance and to give notice to the Landlord and the Company of any act thing or matter done or brought on to the Demised Premises which may lead to an increase in the premiums for insuring the same and to pay any increase in the insurance premium attributable to the Demised Premises or the Property by reason thereof

(6) Not to do or permit to be done upon or in connection with the Demised Premises anything which shall be or tend to be a nuisance annoyance disturbance or cause of damage to the Landlord or the tenant of any other flat in the Building

(7) To observe and perform the restrictions and regulations specified in the Ninth Schedule hereto and such other reasonable restrictions or regulations consistent with the terms of this Lease of which the Company may give notice in writing to the Tenant

(8) To permit the Landlord and the Company and their respective surveyors or agents with or without workmen and others at all reasonable times upon prior notice in writing (and in case of emergency without notice) to enter into and upon the Demised Premises or any part thereof for the purpose of repairing maintaining and renewing any part of the Property or any adjoining premises and for the purpose of making laying down repairing maintaining testing disconnecting stopping up renewing rebuilding cleansing lighting and keeping in good order and condition all Conduits gutters party structures and other conveniences belonging to or serving or used for the Property or any adjoining premises (without prejudice however to the obligations of the Tenant hereunder with regard thereto) PROVIDED THAT the person exercising such right shall cause as little damage as possible and make good all damage thereby caused to the Demised Premises without delay and to the fixtures Conduits appurtenances goods or effects installed therein or affixed thereto

(9) Not to assign transfer part with possession of or underlet (except at a rack rent without charging a premium and for a period not exceeding seven years) the Demised Premises without obtaining the written consent of the Company (such consent not to be unreasonably withheld)

(10) Not to erect any new fence wall or other boundary structure in the garden (if any) included in the Demised Premises save by way of renewal or replacement of the existing boundary structures and to keep the said garden (if any) laid to grass and in a neat and tidy condition

THE FIFTH SCHEDULE  
(LANDLORD'S COVENANTS)

(1) That the Tenant paying the Yearly Rent and performing and observing the several covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Demised Premises during the Term without any lawful interruption or disturbance from or by the Landlord or any person or persons rightfully claiming under or in trust for him

(2) That at the request of the Tenant and upon the Tenant providing reasonable security for the costs and expenses of the Landlord the Landlord will enforce against the other tenants of the Property the covenants and obligations upon the part of such tenants contained in or referred to in the

leases by virtue of which they hold their properties

(3) That the leases granted by the Landlord of the other flats comprised in the Property shall in so far as is practicable be in substantially the same form as this Lease

(4) That if the Company shall fail to observe and perform the obligations on its part contained in the Sixth Schedule hereto the Landlord shall take all reasonable steps to compel the observance and performance thereof and in the event of continued default by the Company the Landlord shall have the right to but shall not be obliged to itself undertake the obligations of the Company subject to the Tenant paying the Maintenance Charge to the Landlord and subject to all costs charges and expenses incurred by the Landlord in so doing being paid by the Tenant and the other tenants of the Property (in advance if required) in the same proportion as specified in Paragraph 13 of the Particulars

(5) To observe and perform the tenant's covenants and to pay the appropriate Maintenance Charge in respect of any other flats in the Property remaining unsold at the date hereof until such time as such flat or flats are (subject as aforesaid) demised to a tenant on terms similar to those contained in this Lease

THE SIXTH SCHEDULE

(THE COMPANY'S COVENANTS WITH THE LANDLORD AND THE TENANT  
IN RESPECT OF THE PROPERTY THE COSTS OF WHICH FORM  
THE MAINTENANCE CHARGE)

(1) Subject to the payment by the Tenant of the Maintenance Charge and the Interim Maintenance Charge herein mentioned and provided that the Tenant has complied with all the covenants agreements and obligations on his part to be performed and observed to keep in good repair and decoration (as appropriate) and to renew and improve as and when the Company may from time to time in its absolute discretion consider necessary

(a) The main structure of the Property INCLUDING -

- (i) the roof and foundations
- (ii) all the exterior and load bearing walls of the Property whether internal or external (but excluding the internal skins of the external walls)
- (iii) the timbers joists and beams of the ceilings and roofs and the slabs of the

floors in the Property

(iv) the gutters rainwater and soil pipes of the Property

(b) The Conduits in under upon or serving the Property not exclusively serving the Demised Premises or other demised parts of the Property (except those Conduits which are the property of a public utility supply authority or of a person or company supplying television aerial rediffusion service cable television internal telephone system or door porter system)

(c) The Common Parts

(d) All other parts of the Property not included in the foregoing sub-Paragraphs

BUT EXCLUDING any part of the Property included in this demise by virtue of the First Schedule or in the demise of any other flat or part of the Property

(2) As often as may be necessary to decorate the exterior of the Property including such exterior parts of the Demised Premises as the Tenant is prohibited from painting and to



clean externally the windows of the Property (including the Demised Premises)

(3) Subject as aforesaid and so far as practicable to keep the Common Parts clean tidy and reasonably lighted

(4) To keep the Property including the Demised Premises insured in the joint names of the Landlord and the Company to its full reinstatement value against loss or damage by fire and the usual comprehensive risks and such other risks as the Landlord may in its discretion think fit to insure against to cause a note of the interest of the Tenant and his mortgagees to be endorsed upon such policy and to produce to the Landlord and the Tenant on demand (and on payment of a proper fee for the production and copying thereof) the policy of insurance and the receipt for the last premium in respect thereof and to cause all monies received in respect of any such insurance as aforesaid to be paid out with all convenient speed in rebuilding repairing or otherwise reinstating the Property or the part thereof so destroyed or damaged but without prejudice to the Tenant's liability to pay or contribute towards the costs of such rebuilding repairing or reinstatement as hereinbefore provided PROVIDED THAT the Company shall be under no liability to the Tenant under this clause to make good to the Tenant any deficiency of such insurance monies by reason of the premium for the insurance of the Property having been

increased on account of any thing or matter done or brought thereon of which notice shall not have been given by the Tenant to the Landlord and the Company in accordance with the provisions of this Lease

(5) To pay and discharge any rates (including water rates) taxes duties assessments charges impositions and outgoings assessed charged and imposed upon the Property or the Common Parts as distinct from any assessment made in respect of the Demised Premises or other demised parts of the Property

(6) To maintain the communal television aerial system and (if any when installed by the Landlord or the Company at their discretion) any other television and radio receiving aerials installed in the Property and any door telephone or intercom installed in the Property or to enter into maintenance agreements with the persons or companies supplying such services

(7) For the purpose of performing the covenants on the part of the Company herein contained to employ on such terms and conditions as the Company shall think fit one or more caretakers porters maintenance staff gardeners cleaners or such other persons as the Company may from time to time consider necessary

(8) To effect such additional insurance as the Company shall deem necessary in connection with the Property and the Gardens and Grounds or any part thereof

(9) If the Company shall think fit to employ a Managing Agent or Surveyor to manage the Property and to collect the maintenance charges in respect of the Demised Premises and the other demised parts of the Property and to carry out such other duties as may from time to time be assigned to him by the Company or are otherwise imposed on him by the provisions of this Lease or by any statute or statutes for the time being in force

(10) To pay all legal and other proper costs incurred by the Company

(a) in the running and management of the Property and in the enforcement of the covenants on the part of the Tenant and of the tenants of other demised parts of the Property and the conditions and regulations contained in this Lease and the leases granted of the other demised parts of the Property insofar as the costs of enforcement are not recovered from the tenant in breach and

(b) in making such applications and representations and taking such action as the Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute or order regulation or byelaw on the Tenant or underlessee of any other demised part of the Property or on the Landlord in respect of the Property or all or any parts thereof

(c) in the formation and incorporation of the Company

(11) To cause to be prepared annual audited or certified accounts of the expenditure incurred in performing and observing the covenants set out in this Schedule

(12) To accumulate such sum or sums from time to time as the Company or its Managing Agents shall consider desirable for the purpose of accumulating a reserve fund as a reasonable provision against the anticipated future costs expenses outgoings and other matters mentioned or referred to in this Schedule or any of them

(13) To pay the cost of a periodic valuation or assessment

of the cost of reinstatement of the Property and the Demised Premises for insurance purposes

(14) To comply with the requirements of Section 136 of the Housing Act 1980 or any statutory modification or re-enactment thereof for the time being in force and to pay the legal and other costs of seeking a declaration that the Interim Maintenance Charge are reasonable

#### THE SEVENTH SCHEDULE

(PROVISIONS AGREED BETWEEN THE LANDLORD THE COMPANY  
AND THE TENANT)

(1) That in the event of the Demised Premises being destroyed or so damaged by any risk which the Company has insured the same as hereinbefore mentioned so as to be rendered partially or wholly unfit for occupation and use and provided that the insurance effected by the Company shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Tenant his family servants or agents then the Yearly Rent and Interim Maintenance Charge

hereby reserved or a fair proportion thereof shall forthwith cease to be payable until the Demised Premises shall have been restored and reinstated and again rendered fit for occupation AND in case any dispute shall arise regarding this clause the matter shall be referred to an independent surveyor to be agreed between the parties or in default of agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(2) The Company shall not be liable or responsible for any damage suffered by the Tenant or any servant agent or workmen of the Tenant or any member of the Tenant's family or any guest of his through any defect in any fixture Conduit staircase lift machinery or thing in or upon the Property or any part thereof (including the Demised Premises) or through the neglect fault or misconduct of any porter or other servant employed by the Company of the Landlord in connection with the Property

(3) In case of dispute between the Tenant and any owner tenant or occupier of any part of the Property not hereby demised or between the Tenant and any owner or occupier of any adjoining or neighbouring property relating to any part

of the Property or such adjoining property such dispute shall be referred (if the Landlord so requires) to the Landlord's surveyors (as between the Tenant and any other owner tenant or occupier of any part of the Property) whose decision shall be final and binding

(4) The Company may at any time or times during the Term in the interests of good estate management impose such reasonable regulations of general application regarding the Property and the Demised Premises as it may in its absolute discretion think fit in addition to or in place of the regulations set out in the Ninth Schedule hereto (but so that any such regulations shall not conflict with this Lease or with the freehold covenants or any other covenants rules and regulations for the time being in force relating thereto) and the Company shall have power to revoke amend or add to such regulations and the regulations set out in the Ninth Schedule or any additions thereto or substitutions therefor

(5) (a) Any notice in writing certificate or other documents required or authorized to be given or served hereunder shall be sufficient although only addressed to the Tenant without his name or generally to the person interested without any name and notwithstanding that any person to be affected thereby is absent under disability

or unascertained and shall be sufficiently given or served if it is left at the last known place of abode or business of the Tenant or other person to or upon whom it is to be given or served or is affixed or left on the Demised Premises

- (b) Any such notice in writing certificate or other documents as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

(6) That if the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Tenant herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the



Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Tenant's covenants or the conditions herein contained

(7) On the assignment or transfer of this Lease the Tenant shall not be entitled to any refund of any part of the reserve fund referred to in paragraph (12) of the Sixth Schedule or to set-off any liability of the Tenant to the Landlord or the Company against the said reserve fund.

THE EIGHTH SCHEDULE

(FORM OF DEED OF COVENANT BY ASSIGNEE OR TRANSFEREE)

THIS DEED is made the                      day of                      One  
thousand nine hundred and                      BETWEEN

LIMITED whose registered office is situate at

(hereinafter called "the Management Company") of the one  
part and

of

(hereinafter called "the Assignee") of the other part

WHEREAS:-

(1) By a lease (hereinafter called "the Lease") dated the  
day of 19 made between  
Peter Kevin Saunders of the first part the Management  
Company of the second part and

(hereinafter called "the Purchaser") of  
the third part there was demised unto the Purchaser ALL THAT  
Flat more particularly described in the Lease for a term of  
125 years from the 29th day of September 1991 subject to the  
rents reserved by and the covenants contained in the Lease

(2) The Purchaser desires to assign the Lease to the  
Assignee for all the residue now unexpired of the said term  
created by the Lease subject henceforth to the payment of  
the rent reserved by and the performance and observance of  
the covenants on the part of the Purchaser and the  
conditions contained in the Lease

(3) The Lease contains a covenant (inter alia) by the  
Purchaser not to assign or transfer the entirety of the  
Property unless contemporaneously with such assignment or  
transfer the assignee or transferee executes a Deed of  
Covenant with the Management Company that he and his  
successors in title will at all times from the date of the  
assignment or transfer duly pay all rents becoming due and

all sums payable under the Lease and observe and perform all the covenants restrictions and stipulations therein contained and on the part of the Purchaser to be observed and performed

(4) The Purchaser has agreed to assign the Lease to the Assignee and the Assignee has agreed to enter into this Deed

NOW THIS DEED WITNESSETH that the Assignee hereby covenants with the Management Company that as from the date the said estate and interest in the Lease shall be assigned or transferred to the Assignee he/she/they and his/her/their successors in title will at all times from the date of the Assignment or Transfer duly pay all rents becoming due and all sums payable under the Lease and observe and perform all the covenants restrictions and stipulations therein contained and on the part of the Purchaser to be observed and performed (whether running with the Lease or of a purely personal or collateral nature) to the same extent as if the Assignee were the original Purchaser thereto

IN WITNESS whereof the Assignee has hereunto set his/her/their hand and seal the day and year first before written

SIGNED SEALED AND DELIVERED )  
by the said [Assignee] )  
in the presence of:- )

THE NINTH SCHEDULE

(REGULATIONS)

1. Not to throw dirt rubbish rags or other refuse or other noxious substances or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Demised Premises (except through a proper waste disposal unit) or out of the windows thereof
2. The Tenant shall not make or permit any unreasonable noise in the Demised Premises and in particular no piano record player radio loudspeaker television or other mechanical or musical instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to the owners tenants and occupiers of the other flats comprised in the Property or so as to be unduly audible outside the Demised Premises between 10 p.m. and 8 a.m.
3. No clothes or other articles shall be hung or exposed outside the Demised Premises or shall be shaken out of the windows thereof
4. No animal pet dog or bird shall be kept on the Demised

Premises without the written permission of the Company which may subsequently be withdrawn if deemed appropriate

5. The exterior of the Demised Premises shall not be decorated otherwise than by the Company

6. The entrance doors of the Demised Premises shall be kept shut when not in use and the Tenant shall not on any account leave any boxes parcels refuse or rubbish in the Common Parts or anywhere except in the area designated as the dustbin area

7. The Tenant shall not keep or place or permit or suffer to be kept or placed any bicycle perambulator or other articles of any description or any obstruction in the Common Parts nor have or deposit any combustible explosive or offensive goods in the Demised Premises or upon any part of the Property nor to or permit to be done any act or thing whatsoever in or about the Demised Premises or the Property that may be or become dangerous or a nuisance or cause scandal or annoyance to the Landlord the Company or any of the other lessees or occupiers of flats in the Property

8. The Tenant will at least once in every two months during the term clean internally the windows belonging to the Demised Premises

9. The Tenant shall not permit any person or persons or children under the control of the Tenant to loiter or play in or about the Common Parts

10. In the event of any damage caused to any flat or part of the Property other than the Demised Premises by reason of leakage of water due to the Tenant's negligence or neglect or other act or default of the Tenant the Tenant shall pay to the Company the costs of any necessary repairs or reinstatement as assessed by the Company's surveyor

11. The Tenant shall have all electrical apparatus in the Demised Premises fitted with an effective suppressor to obviate interference from any such apparatus to radio or television sets

12. Not to reside or permit any other person to reside in the Demised Premises unless the floors thereof (including the passages) are completely covered with wall to wall fitted carpet or in the bathroom lavatory and kitchen only vinyl floor covering or other sound deadening material except while the same shall be removed for cleaning or repairing or decorating the Demised Premises

SIGNED as a DEED by the said )  
PETER KEVIN SAUNDERS in the )  
presence of: )

*Peter Saunders*

*R. J. Ewing*  
8, Bolton Street, London, W.1. Solicitor.

THE COMMON SEAL of the COMPANY )  
was hereunto affixed in the )  
presence of: )

*Peter Saunders* Director

*R. J. Ewing* Secretary

**R. J. EWING  
FOR AND ON BEHALF OF  
STONSOLIC REGISTRARS  
LIMITED (DIRECTOR)**