DATED 12 June **2017**

AGREEMENT

(INCORPORATING THE STANDARD CONDITIONS OF SALE)

(FIFTH EDITION)

CROCUS VALLEY (NEW ELTHAM)

LIMITED and

CROCUS VALLEY (NEW ELTHAM) NO 1

LIMTIED

AGREEMENT FOR SALE
of
The Residential Parts of 1 and 3 Eastnor Road,
New Eltham SE9

Exchanged at 10:18 am/~~pm~~
pursuant to Law Society Formula A/B

Edwin Coe LLP
2 Stone Buildings
Lincoln's Inn
London
WC2A 3TH

Ref: 6301925_2 JL/CRO.112.9

PARTICULARS

AGREEMENT DATE:	12 June 2017
SELLER:	CROCUS VALLEY (NEW ELTHAM) LIMITED a company incorporated in England under company number 09357375 whose registered office is at 76 New Cavendish Street, London, W1G 9TB
BUYER:	CROCUS VALLEY (NEW ELTHAM) NO 1 LIMITED a company incorporated in England under company number 10795192 whose registered office is at 76 New Cavendish Street, London, W1G 9TB
PROPERTY:	ALL THAT leasehold property known as the residential flats shown edged red on the Plans annexed forming part of 1 and 3 Eastnor Road, New Eltham SE9
TITLE NUMBERS:	385714 and 390291
INCUMBRANCES:	All matters (other than financial charges) stipulated on the Proprietorship, Property and Charges Registers of the registered title and all matters referred to in any documents disclosed to the Buyer or his Solicitor all of which shall be deemed to be incorporated in this Agreement
TITLE GUARANTEE:	Full
COMPLETION DATE:	The date for completion of the grant of the Lease shall be the date that the Seller disposes of the last of the seven residential units that make up part of the Property.
CONTRACT RATE:	4% per annum above The Royal Bank of Scotland PLC's base rate in force from time to time
PURCHASE PRICE:	£1.00
SELLER'S SOLICITORS:	Edwin Coe LLP, 2 Stone Buildings, Lincoln's Inn, London WC2A 3TH. Tel. No. 020 7691 4000 Fax No. 020 7691 4088. DX191 London/Chancery Lane. (Ref JL/CRO.112.10)
BUYER'S SOLICITORS:	Edwin Coe LLP, 2 Stone Buildings, Lincoln's Inn, London WC2A 3TH. Tel. No. 020 7691 4000 Fax No. 020 7691 4088. DX191 London/Chancery Lane. (Ref JL/CRO.112.10)
STANDARD CONDITIONS:	The Standard Conditions of Sale (Fifth Edition)

LEASE:	The Lease to be granted to the Buyer in the form annexed to this Agreement subject to such amendments as shall reasonably be required by any circumstances apparent at the Completion Date.
PLANS:	Plan 1 and Plan 2 annexed to this agreement.

Conditions of Agreement

1. Sale and Purchase

(a) The Seller will grant and the Buyer will accept the grant of the Lease of the Property for the Purchase Price.

(b) The sale shall be completed at the offices of the Seller's Solicitors (or at such other place as they may reasonably specify) on the Completion Date when the Seller shall grant the Lease of the Property to the Buyer and the Buyer shall execute the Counterpart of the Lease.

2. Conditions

(a) This Agreement incorporates the Standard Conditions. Where there is a conflict between the Standard Conditions and this Agreement, this Agreement prevails.

(b) Where the context so admits, terms used or defined in this Agreement have the same meaning when used in the Standard Conditions.

(c) In this Agreement and in the Standard Conditions the singular number shall also include the plural, the masculine gender shall include the feminine and neuter and vice versa.

3. Title Guarantee

Subject to the terms of this Agreement and to the Standard Conditions of Sale, the Seller is to transfer the Property with the title guarantee specified in the Particulars.

4. Title

Title to the Property is registered at The Land Registry with title absolute under title numbers 385714 and 390291 and title having been deduced by production of an official copy of the Registration and Title Plan and the Buyer having been supplied with copies of all documents referred to (or relevant extracts therefrom) on the Register and a copy of the filed plan prior to the date of this Agreement and with a copy of the Lease the Buyer shall be deemed to purchase with full knowledge of the title and the Lease in all respects and shall not raise any requisitions or make any objection in relation to the title and the Lease.

5. Incumbrances

The Property is sold subject to and with the benefit of the Incumbrances on the Property and the Buyer will raise no requisitions on them and the Buyer shall in the assurance covenant with the Seller to observe and perform all of the Incumbrances on the Property and indemnify the Seller against any claim as a result of any breach thereof.

6. Plans

The Seller shall be entitled as it thinks fit to make minor charges to the Plans and the plans to be included in the Lease which do not affect the value of the Property without paying compensation to the Buyer but in no case so as to materially diminish the market value of the Property or impose on the Buyer an obligation to accept a building substantially different from that contracted for.

7. Matters affecting the Property

7.1 The Property is sold subject to the rent reserved by and the covenants terms and conditions contained in the Lease and also the Incumbrances on the Property. A copy of the Lease and official copies of the title and copies of any other Incumbrances on the property having been supplied to the Buyer or his Solicitor the Buyer shall be deemed to purchase with full knowledge thereof and shall raise no objection or requisitions in respect thereof.

7.2 The Property is sold subject to the following matters:-

(a) all local land charges whether registered or not before the date of this Agreement and all matters capable of registration as local land charges whether or not actually so registered

(b) all notices served and orders demands proposals or requirements made by any local public or other competent authority whether before or after the date of this Agreement

(c) all actual or proposed charges notices orders restrictions agreements conditions contraventions or other matters arising under the enactments relating to town and country planning and environmental law

(d) all easements quasi-easements rights exceptions or other similar matters whether or not apparent on inspection or disclosed in any of the documents referred to in this Agreement.

(e) all matters in the nature of interests which override in accordance with either Schedule 1 and/or Schedule 3 of the Land Registration Act 2002 and all former overriding interests within paragraphs 8, 9, 10, 11, 12 or 13 of the Land Registration Act 2002 which affect the Property.

8. Conditions

The following Standard Conditions shall be amended as follows:-

Add: "1.3.8 Delivery of any notice or document may be made in person on a working day."

Condition 1.5 shall not apply to this Agreement.

In Condition 3.3.2(e) the words "after actual completion" shall be omitted.

In Condition 4.6.4 (a) the words "past or" shall be inserted before the word "future" in line 2 of the sub-clause.

In Conditions 7.2.1 and 7.2.2 any references to "either or both of the parties" or to "the party" or "the other party" shall be references to the Buyer and for the avoidance of doubt the Seller shall not be liable to pay interest in any event.

Condition 7.2.4 shall not apply to this contract and in the event that the Property is being sold subject to any tenancy the Buyer shall be entitled to claim compensation under Condition 7.3.1 as well as taking the net income of the Property until actual completion.

In Condition 7.4.2(a)(iii) "damages" shall mean the amount of any loss (including all incidental costs) occasioned to the Seller by his reselling the Property within 12 months of the Completion date giving credit for the Deposit.

Conditions 5.1.1 and 5.1.2 inclusive, 6.1.1 and 8.3.3 shall not apply to this Agreement.

Condition 8.2.5 shall not apply to this Agreement.

9. Risk

The Property shall be at the risk of the Seller from exchange of contracts and the Seller shall be under an obligation to insure the Property between the date of this Agreement and the date of actual completion and the Buyer shall accept the Property in its then condition on actual completion and the Seller will insure the Property in accordance with the terms of the Lease.

10. Acknowledgement

The Buyer acknowledges that the Buyer has inspected the Property and purchases it with full knowledge of its actual state and condition and shall take the Property as it stands and save as to such (if any) of the written statements of the Seller's Solicitors in answer to written enquiries relied on by the Buyer as were not capable of independent verification by inspection and survey of the Property or search and enquiry of a local or other public authority or inspection of documents disclosed to the Buyer (and whether or not such inspections survey searches and enquiries have been made) he has not entered into this contract in reliance wholly or partly on any statement or representation made to him.

11. Final Agreement

This Agreement is intended to be the contract between the Buyer and the Seller for the Property and contains all the final terms expressly agreed between the parties.

12. Side Letters

This Agreement specifically incorporates any side-letters issued contemporaneously with this agreement by or on behalf of either the Buyer or the Seller to the other or any document annexed hereto.

13. Merger

The provisions of this Agreement shall not merge on completion of the sale of the Property so far as they remain to be performed

14. Contract (Rights of Third Parties Act 1999)

Unless otherwise expressly stated nothing in this Agreement shall create or confer any rights or benefits pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties to this Agreement.

15. Planning

The Buyer covenants with the Seller so as to bind the Buyer and his successors in title to the Property that the Buyer shall not object to any planning application by or on behalf of the Seller in respect of any land adjoining the Property and the provisions of this clause shall not merge on completion.

WARNING

This is a formal document designed to create legal rights and legal obligations. Take advice before signing it.

SIGNED

~~Seller~~/Buyer

DATED **2017**

CROCUS VALLEY (NEW ELTHAM) LIMITED (1)

and

CROCUS VALLEY (NEW ELTHAM) NO 1 LIMITED (2)

LEASE

The Residential Parts of 1 and 3 Eastnor Road, New Eltham SE9

EDWIN COE LLP
2 Stone Buildings
Lincoln's Inn
London
WC2A 3TH

Ref: DM/CRO.107.0001
Doc: 6300449_1

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PRESCRIBED LEASE CLAUSES

LR1. Date of lease	
LR2. Title number(s)	**LR2.1 Landlord's title number(s)** 385714 and 390291 **LR2.2 Other title number(s)** None
LR3. Parties to this lease	**Landlord** **CROCUS VALLEY (NEW ELTHAM) LIMITED** a company incorporated in England under company number 09357375 whose registered office is at 76 New Cavendish Street, London, W1G 9TB **Tenant** **CROCUS VALLEY (NEW ELTHAM) NO 1 LIMITED** a company incorporated in England under company number 10795192 whose registered office is at 76 New Cavendish Street, London, W1G 9TB ("**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.** The Flats at 1 and 3 Eastnor Road, New Eltham SE9 and more particularly described in part 1 of schedule 1
LR5. Prescribed statements etc.	None
LR6. Term for which the Property is leased	The term is as follows: one hundred and twenty six years (126) years from and including 1 January 2016.
LR7. Premium	£1.00 (one pound)
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** Part 2 of schedule 1 **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** Part 3 of schedule 1
LR12. Building 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	The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants. OR The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares OR The Tenant is more than one person. They are to hold the Property on trust.

PARTICULARS

Landlord	The Landlord referred to in clause LR3
Tenant	The Tenant referred to in clause LR3
Bicycle Storage Unit	The bicycle storage unit forming part of the Building, the location of which is shown edged orange on Plan 1 or such other land of a greater or lesser extent as the Landlord may determine and notify to the Tenant in writing from time to time
Building	The land and buildings at the 38 Avery Hill Road, London SE9 2BJ registered at the Land Registry under title numbers 385714 and 390291 and all buildings from time to time on such land or such other land (including the Premises) of a greater or lesser extent as the Landlord may determine and notify to the Tenant in writing from time to time
Car Park	The car park forming part of the Building, the location of which is shown on Plan 1 at the date of this lease or such other land (including the Parking Spaces) of a greater or lesser extent as the Landlord may determine and notify to the Tenant in writing from time to time
Parking Spaces	The seven parking spaces within the Building as shown edged blue on Plan 1 that are intended from time to time to be used by the Flat Tenants in the Premises in such an area as the Landlord shall from time to time designate.
Premises	The Property referred to in clause LR4 being the Flats at 1 and 3 Eastnor Road, New Eltham SE9 and more particularly described in part 1 of schedule 1
Premium	The sum referred to in clause LR7
Term	The term referred to in clause LR6
Rent	A peppercorn if demanded.

WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Lease unless the context otherwise requires:-

1.1 the words defined in the particulars above have the meanings given there and the words defined in this sub-clause have the following meanings:-

"Building" the land and building known as 38 Avery Hill Road, London SE9 2BJ registered at HM Land Registry with title numbers 385714 and 390291.

"Car Park Common Parts" the entrances staircases lifts passages roadways footpaths walkways fire escapes and communal equipment entry control systems and other aerials means of refuse disposal Service Media Bicycle Storage Unit and other areas structures or facilities the use or enjoyment of which is common to some or all of the tenants occupiers or other users of the Car Park excluding parking spaces and any parts of the Car Park from time to time let to a tenant or tenants or occupied or intended for separate or exclusive occupation and also excluding the Facilities

"Commercial Premises" the premises on the ground floor of the Building from time to time.

"Commercial Tenant" the tenant for the time being of the Commercial Premises

"Conditions for Entry": the conditions to which any right to enter granted in Schedule 1 Part 2 or excepted and reserved by Schedule 1 Part 3 are subject, namely that the right shall be subject to the person exercising the right:

(a) effecting entry at a reasonable time (or at any time in an emergency);

(b) giving reasonable notice to the person whose premises are being entered (except in the case of emergency when no notice is required);

(c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and

(d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

"Common Parts" the Facilities and the entrances lobbies staircases lifts passages footpaths walkways reception areas fire escapes and communal security equipment entry control systems and television and other aerials means of refuse disposal Service Media and other areas or structures the use or enjoyment of which is common to some or all of the tenants occupiers or other users of the Building and/or which are not or are not intended to be separately demised (excluding any parts of the Building from time to time let to a tenant or tenants or occupied or intended for separate or exclusive occupation but including any parts where a tenant or tenants have a right only of use or exclusive access) excluding the Car Park Common Parts.

"Common Media" all Service Media serving the Premises and other parts of the Building the use and enjoyment of which is common to some or all of the tenants occupiers or other users of the Building

"Facilities" the areas comprising the refuse store recycle storage area and other areas which are to form part of the Common Parts.

"Flats" means the seven residential flats forming part of the Building

"Flat Tenants" the undertenants for the time being of any of the Flats

"**Full Reinstatement Cost**" the amount determined from time to time by the Landlord as representing the full cost (including demolition and similar expenses professional fees and expenses the cost of any works required by statute and Value Added Tax where applicable) which would be likely to be incurred in connection with reinstating the relevant parts of the Building in accordance with this Lease at the time when such reinstatement is likely to take place having regard to all relevant factors (including the time at which loss or damage may be sustained any possible delay in the commencement and execution of reinstatement works and any possible increases in building costs).

"**Insurance Rent**" the sums payable by the Tenant under paragraph 2 of schedule 6.

"**Insured Risks**" insurable risks of loss or damage by fire lightning earthquake explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped from them riot and civil commotion malicious damage storm bursting or overflowing of water tanks apparatus or pipes subsidence landslip or heave flood impact by road vehicles and such other insurable risks as may from time to time be required by the Landlord (subject to such exclusions excesses and limitations as may be imposed by the policy and subject to the exclusion of such risks as may not be insurable on reasonable terms).

"**Insurers**" such reputable insurance company or underwriters as the Landlord may from time to time nominate.

"**Interest Rate**" four per cent per annum above the base lending rate from time to time of The Royal Bank of Scotland Plc (or another bank nominated from time to time by the Landlord) or (if base lending rates cease to be published) such other comparable rate of interest as the Landlord (acting reasonably) specifies.

"**Landlord's Expenses**" solicitors' counsels' surveyors' and other consultants' and professional fees and costs bailiffs' fees and management charges incurred by the Landlord.

"**This Lease**" this deed as varied from time to time and any document which is supplemental to or collateral with or entered into pursuant to this deed.

"**Plan 1**", "**Plan 2**" and so on the plans so marked and attached to this Lease.

"**Planning Acts**" 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 and the Planning and Compensation Act 1991 and all other statutes regulating the development design use and control of property.

"**Rents**" the Rent the Insurance Rent the Service Charge and the other sums reserved by or payable by the Tenant under this Lease.

"**Retained Premises**" the Building (including the Commercial Premises) but excluding the Premises.

"**Service Charge**" and "**Services**" the meanings given to such expressions in part 1 of schedule 8.

"**Service Media**" all sewers drains pipes gullies gutters ducts mains channels wires cables conduits flues vents and any other conducting media.

Plan 1

Ground Floor Plan
1:200 @ A3

N

Scale Bar (m)
1:200
0 1 2 3 4 5 6

No.1 & No. 3 EASTNOR ROAD, NEW ELTHAM, LONDON SE9

DRAWING No.
247 -CV- HL1

REVISION
A Preliminary Issue
-

DATE
12/06/2017

Denning Male Polisano
Chartered Architects

GENERAL NOTES

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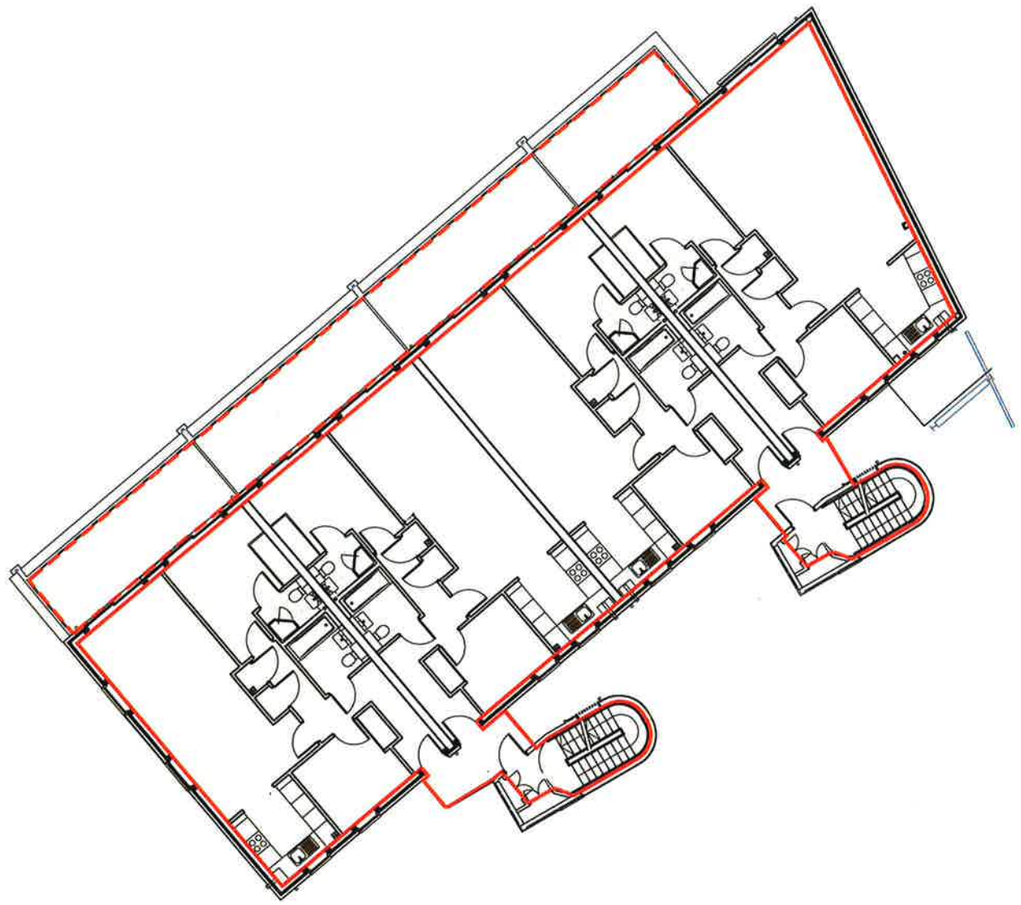
Plan 2



First Floor Plan
1:200 @ A3

Second Floor Plan
1:200 @ A3

N

Scale Bar (m)
1:200
0 1 2 3 4 5 6

No.1 & No. 3 EASTNOR ROAD, NEW ELTHAM, LONDON SE9

DRAWING No.
247 -CV-HL2

REVISION
A Preliminary Issue
-

DATE
06/04/2017

Denning Male Polisano
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GENERAL NOTES

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©Denning Male Polisano

"**Value Added Tax**" value added tax and any tax or duty of a similar nature substituted for or in addition to it

1.2 any covenant given by more than one person will be joint and several;

1.3 any reference to statute (whether generally or specifically) includes all derivative instruments orders regulations and other matters all directives regulations and mandatory requirements of the European Union and in each case any re-enactment or modification of them from time to time;

1.4 every obligation of the Tenant not to do an act or thing includes an obligation not to allow it to be done;

1.5 where there is an obligation to obtain the consent or approval of the Landlord under this Lease such consent or approval must be in writing and such obligation includes where necessary an obligation to obtain the consent or approval in writing of any superior landlord from time to time;

1.6 where the Landlord has a right to enter the Premises such right will also be exercisable by the Landlord's agents any superior landlord and any chargee from time to time and all persons authorised by the Landlord or such other persons with or without workmen and equipment;

1.7 the Landlord includes the person from time to time entitled to the reversion immediately expectant on the determination of the Term;

1.8 the Tenant includes its successors in title and in the case of an individual includes his personal representatives;

1.9 the Building shall include the main structure of the Block including the foundations piles and columns of and supporting the Building and the floor slabs structural steel frame walls and roof and all other structural parts of the Building;

1.10 words denoting persons include firms companies and corporations and vice versa;

1.11 the singular includes the plural and vice versa and one gender includes any other;

1.12 any reference to the Landlord's surveyor or managing agents includes any surveyor or managing agents employed by the Landlord or by any company associated with the Landlord;

1.13 references to clauses paragraphs and schedules are to clauses and paragraphs of and schedules to this Lease;

1.14 the headings to clauses paragraphs and schedules do not affect the construction of this Lease;

1.15 the words "include" "includes" and "including" are deemed to be followed by the words "without limitation";

1.16 references to any act or omission of the Tenant are deemed to extend to any act or omission of any sub-tenant or licensee of the Tenant or any sub-tenant or any person at the Premises or the Building with the consent of the Tenant any sub-tenant or any licensee;

1.17 any obligation of the Landlord will where there is a like obligation on the part of any superior landlord in any superior lease be deemed to be fulfilled by the observance and performance of that like obligation by the superior landlord;

1.18 unless the context otherwise requires, references to the Building, the Commercial Premises, the Common Parts, the Car Park Common Parts, the Flats, the Property and the Retained Parts are to the whole and any part of it.

1.19 references to working days mean any days from Monday to Friday (inclusive) which are not Christmas Day Good Friday or a statutory Bank Holiday.

2. DEMISE AND REDDENDUM

In consideration of the Premium paid by the Tenant on or before the date of this Lease (the receipt of which the Landlord acknowledges) and of the rents and covenants herein reserved and contained the Landlord with full title guarantee (subject to the provisions of paragraph 11 of schedule 5) demises the Premises to the Tenant TOGETHER WITH (in common with all other persons from time to time entitled to them) the rights for the Tenant its undertenants and all persons authorised by the Tenant mentioned in part 2 of schedule 1 (subject to the provisions of paragraphs 9 and 12 of schedule 5) and the benefit of such rights as are enjoyed at the date of this Lease over any land adjoining or neighbouring the Building and are contained or referred to in any documents specified in schedule 7 EXCEPT AND RESERVING to the Landlord the Flat Tenants and all other persons from time to time entitled to them the rights mentioned in part 3 of schedule 1 (subject to the provisions of paragraph 12 of schedule 5) TO HOLD for the Term SUBJECT to the provisions contained or referred to in any documents specified in schedule 7 and any easements rights and privileges enjoyed by any other land or person which affect the Premises YIELDING AND PAYING for them during the Term:

2.1 the Rent by yearly payments in advance on 1st January in each year (if demanded); and

2.2 within ten working days after demand the Insurance Rent; and

2.3 the Service Charge; and

2.4 within ten working days after demand any Value Added Tax from time to time payable by the Tenant under this Lease; and

2.5 within ten working days after demand all costs charges and expenses which the Landlord may from time to time incur in relation to or as a result of any breach of any obligation of the Tenant under this Lease; and

2.6 within ten working days after demand all other money payable or repayable by the Tenant to the Landlord under this Lease.

3. TENANT'S COVENANTS

The Tenant COVENANTS with the Landlord to observe and perform the obligations of the Tenant contained in Schedule 2 (Tenant's covenants) Schedule 3 (Regulations) Schedule 6 (insurance) and Schedule 8 (Services and the Service Charge) or otherwise arising under this Lease.

4. LANDLORD'S COVENANTS

The Landlord COVENANTS with the Tenant to observe and perform the obligations of the Landlord contained in Schedule 4 (Landlord's covenants) Schedule 6 (Insurance) and Schedule 8 (Services and the Service Charge) or otherwise arising under this Lease.

5. PROVISOS

PROVIDED ALWAYS and it is agreed and declared as set out in Schedule 5 (Provisos) or otherwise arising under this Lease.

6. NEW TENANCY

This lease is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995.

IN WITNESS of which this deed has been duly executed (but not delivered until) the day and year first above written

SCHEDULE 1

PART 1

The Premises

1. The parts of the Building comprising the Flats number:

(a) Flat 1, 1 Eastnor Road;

(b) Flat 2, 1 Eastnor Road;

(c) Flat 3, 1 Eastnor Road;

(d) Flat 4, 1Eastnor Road;

(e) Flat 1, 3 Eastnor Road;

(f) Flat 2, 3 Eastnor Road; and

(g) Flat 3, 3 Eastnor Road

and Common Parts exclusively servicing the Flats and shown edged in red on Plan 1 and Plan 2.

2. The Premises shall include each and every part thereof and all additions alterations and improvements thereto and shall also include the following:

2.1 the plaster tiles and decorative finishes applied to the interior of the external walls of the Building and of any structural or load-bearing walls and columns within the Premises but no other part of any such walls and columns;

2.2 the entirety of any non-structural or non-load-bearing walls and columns within the Premises and any internal staircase within and exclusively serving the Premises;

2.3 the inner half severed medially of any non-structural or non-load-bearing walls dividing the Premises from other parts of the Building;

2.4 the screed and finish of the floors within the Premises and the layer of sound deadening and insulating material thereon and any floor finishes laid on such layer;

2.5 the plaster and decorative finishes applied to the ceilings of the Premises;

2.6 the doors door furniture and door frames of or within the Premises (but not the outer face and decorative finish of the main door of the Premises);

2.7 all Service Media (as defined in clause 1.1) vested in the Landlord and from time to time exclusively serving the Premises up to the point where they connect to those of statutory undertakers or to those which are Common Media (as defined in clause 1.1);

2.8 all landlord's fixtures and fittings from time to time in or upon the Premises;

2.9 the floor surface only of any balcony shown edged dotted red on Plan 2; and

2.10 all sanitary and hot and cold water and comfort cooling apparatus within the Premises from time to time exclusively serving the Premises.

3. The Premises shall exclude without limitation the following:

3.1 any doors door frames windows window frames or any forms of glazing which are in or comprise part of the external walls of the Building;

3.2 any part or parts of the Building lying above the concrete soffit or below the concrete slab at floor level;

3.3 any of the foundations piles and columns slabs structural steel frame main walls roof and roof space of the Building;

3.4 any Service Media or apparatus not exclusively serving the Premises;

3.5 the structure and exterior surface of the roof of the Building;

3.6 the exterior façade of the Building; and

3.7 the structure of any balcony (including any balcony railings or walls).

PART 2

Rights granted

1. A right to the free and uninterrupted passage and running of all services from and to the Premises and each and every part of them through and along all Common Media from time to time within the Building.

2. The right to enter other parts of the Building with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out any works to the Premises required or permitted by this lease but at all times subject to compliance with the Conditions for Entry.

3. A right of support shelter and protection for the Premises from the other parts of the Building.

4. A right in common with all other tenants or occupiers of the Building to use the Common Parts for the purposes properly applicable thereto.

5. A right in common with all other tenants or occupiers of the Building to use the Car Park Common Parts for the purposes properly applicable thereto.

6. A right to use or pass along fire escapes (if any) crossing or forming part of the Premises.

7. A right to connect any television set in the Premises to any communal aerial or television system in the Building from time to time provided by the Landlord.

8. A right for the Flat Tenants or the occupiers of the Flats to park seven private motor cars (one per flat) not exceeding three tonnes gross laden weight or a motor cycle in the Parking Spaces provided that:

8.1 the Landlord gives no warranty that the Parking Spaces shall be suitable for the parking of any particular type of motor car;

8.2 the Landlord may temporarily suspend the right to park for limited periods of time (which shall be as short as reasonably practicable) during the Term where necessary for the purposes of repair maintenance decoration replacement or renewal of the Parking Spaces or other parts of the Car Park or any plant and equipment therein or any other works to the Building;

8.3 the Landlord will from time to time be entitled to designate alternative parking spaces within the Car Park if in the reasonable opinion of the Landlord circumstances require the reconfiguration of the layout or equipment in the Car Park or of the layout of the Building or if the Landlord intends to carry out any other works to the Building or adjoining land provided that the alternative spaces are not materially less suitable and that the Landlord uses reasonable endeavours to designate alternative parking spaces as close to the Parking Spaces as reasonably practicable;

8.4 the Landlord and all other persons from time to time so authorised or entitled may pass over the Parking Spaces to the extent that they are not occupied at the relevant time with or without vehicles for any lawful purpose.

9. A right for the Flat Tenants or the occupiers of the Flats to use the Bicycle Storage Unit.

9.1 the Landlord gives no warranty that the Bicycle Storage Unit shall be suitable for the storage of any particular type of bicycle;

9.2 the Landlord may temporarily suspend the right to use the Bicycle Storage Unit for limited periods of time (which shall be as short as reasonably practicable) during the Term where necessary for the purposes of repair maintenance decoration replacement or renewal of the Bicycle Storage Unit or any plant and equipment therein or any other works to the Building;

PART 3

Rights excepted and reserved

1. A right to enter upon the Premises for any of the purposes mentioned in this Lease.

2. A right to the free and uninterrupted passage and running of all services from and to all other parts of the Building and all other buildings and land through and along all Service Media from time to time within but not exclusively serving the Premises.

3. A right at all reasonable times after giving reasonable notice (except in emergency) to enter into and upon the Premises to inspect maintain clean repair test renew replace rebuild or carry out works or alterations to any other premises plant or equipment or Service Media and to lay and make connections to any Service Media within or to be within but not exclusively serving the Premises or for any other purpose connected with the Landlord's interest in the Building.

4. All rights of light or air now subsisting or which might (but for this exception) be acquired over any other land.

5. A right to erect and maintain on any part of the Building aerials dishes or other apparatus for receiving or transmitting broadcast signals together with all necessary ladders crawl boards or other accesses cablings and fixings but not so as to adversely affect the future use and enjoyment of the Premises in a material way.

6. A right of support shelter and protection from the Premises for the remainder of the Building.

7. A right to erect and use and for as short a period on each occasion as is reasonably practicable and not so as to prevent access to the Premises scaffolding hoists cranes sheeting and hoardings on the Building for the inspection maintenance cleansing repair and decoration of the Building.

8. A right to use or pass along fire escapes (if any) crossing or forming part of the Premises.

9. A right at all reasonable times after giving reasonable notice (except in emergency) to enter into and upon the Premises to inspect maintain clean repair test connect to renew replace rebuild or carry out works or alterations to the Premises or the remainder of the Building where such entry is required in order to enable the Landlord any superior landlord or any person authorised by the Landlord or any superior landlord to comply with any obligation of the Landlord any superior landlord or any other person entered into with the Tenant any undertenant (or their respective predecessors in title) or any other owner or occupier from time to time of any part of the Building to carry out any works of any kind to or in relation to the whole or any part of the Building.

SCHEDULE 2

Tenant's covenants

1. PAY RENTS AND INTEREST

1.1 To pay the Rents without deduction counterclaim or set off (whether in each case legal or equitable) at the stated times.

1.2 Without prejudice to any other right remedy or power of the Landlord if the Rents are not paid on the due dates or if any other Rents are due but unpaid for a period exceeding ten working days to pay on demand to the Landlord interest on them at the Interest Rate (before and after any judgement) from the date when they became due until payment of them calculated on a daily basis.

2. PAY TAXES AND OUTGOINGS AND FOR UTILITY SERVICES AND SHARED FACILITIES

2.1 To pay all rates taxes charges and other sums or outgoings of any kind payable (whether or not of a capital or non-recurring nature) which now are or may at any time be charged or assessed on the Premises or on the owner or occupier of them (excluding any payable by the Landlord in respect of the receipt of Rents or occasioned by any dealing with the reversion to this Lease) and in the absence of any direct assessment to pay to the Landlord a fair proportion of them (to be determined fairly and reasonably by the Landlord or its managing agents or accountants).

2.2 To pay the suppliers for and indemnify the Landlord against all charges for water gas electricity telephone and any other supplies to and sewerage services for the Premises and in the absence of a direct charge to pay to the Landlord a fair proportion (to be determined fairly and reasonably by the Landlord or its managing agents or accountants) of all charges for such supplies to and/or services for the Premises.

2.3 To contribute a fair proportion (to be determined fairly and reasonably by the Landlord or its managing agents or accountants) of the cost of cleaning maintaining repairing preserving decorating renewing replacing or rebuilding Service Media and all services things and facilities (including walls roads pavements forecourts service yards service areas and accesses) used or enjoyed by the occupier of the Premises in common with the occupier of any other property to the extent that such cost is not recoverable as part of the Service Charge.

3. REPAIR AND DECORATION

3.1 To keep the Premises in good and substantial repair and condition and when necessary to replace and renew any landlord's fixtures and fittings with new ones of equivalent quality and value to the reasonable satisfaction of the Landlord (damage by any Insured Risk excepted save to the extent that the insurance money is irrecoverable by reason of the act or default of the Tenant or any undertenant or their respective servants agents or licensees).

3.2 In every fifth year of the Term and also in the last six months of the Term (howsoever determined) to prepare and paint decorate or otherwise treat as appropriate all internal parts of the Premises which are usually painted decorated or treated.

3.3 To keep the Premises clean and tidy and to clean as frequently as the Landlord shall reasonably require the inside of the windows the outside of any reversible windows and (where the Premises enjoy exclusive access to a balcony patio terrace or decked area) the

outside of the windows accessible from such balcony patio terrace or decked area and the inside face of any glass screen surrounding such balcony patio terrace or decked area and to tend and maintain any planting provided by the Landlord in any balcony patio terrace or decked area referred to in paragraph 6 of part 2 of Schedule 1 and in case of default by the Tenant the Landlord may (without prejudice to the right of re-entry contained in this Lease) carry out such works the cost of which (including all Landlord's Expenses in connection with them) is to be repaid by the Tenant and be recoverable by the Landlord as a debt on demand.

3.4 To carry out all works of repair decoration servicing and maintenance and other treatment of the Premises in a proper and workmanlike manner in accordance with good practice current at the time and with good quality suitable and sufficient materials.

4. PERMIT ENTRY

To permit the Landlord at all reasonable times on giving reasonable notice (except in case of emergency) to enter the Premises:

4.1 to examine and note the condition thereof;

4.2 for any purpose connected with the Landlord's interest in the Premises; and

4.3 to exercise the rights excepted and reserved in this Lease.

5. COMPLY WITH NOTICES TO REPAIR

5.1 To commence all works for which the Tenant is liable under this Lease immediately after service of a written notice by the Landlord requiring such works and to complete such works as quickly as possible.

5.2 If the Tenant does not commence such works within two months of service of such notice (or sooner if requisite) or does not complete them within a reasonable time (having regard to the obligation of the Tenant to complete them as quickly as possible) the Landlord may (without prejudice to the right of re-entry contained in this Lease) enter the Premises to carry out such works the cost of which (including all Landlord's Expenses in connection with them) is to be repaid by the Tenant and be recoverable by the Landlord as a debt on demand.

6. DEFECTS

To give written notice to the Landlord as soon as reasonably practicable of any defects in the Premises which become known to the Tenant may give rise to a liability or duty on the Landlord under common law or statute.

7. YIELDING UP

At the expiration or sooner determination of the Term quietly to yield up to the Landlord the Premises in such repair and condition as complies with the Tenant's obligations under this Lease.

8. FIRE PRECAUTIONS

To comply with all requirements and recommendations from time to time of any competent authority in relation to fire precautions and means of escape affecting the Premises and to keep sufficient smoke detection apparatus in and about the Premises open to inspection and properly maintained and not to obstruct the access to or means of working them nor any means of escape from the Premises.

9. ALTERATIONS

9.1 Not (save as may be authorised under paragraph 9.2 of this schedule) to make any alteration or addition to the Premises.

9.2 Not without the prior written consent of the Landlord (such consent not to be unreasonably withheld):

(a) to make any internal non-structural alteration or addition to the Premises;

(b) to erect or install on the Premises any pole mast aerial dish security equipment or similar apparatus.

9.3 In making any alteration or addition pursuant to paragraph 9.2 of this schedule to comply with the Landlord's requirements with regard to the maintenance or replacement of any elements of the Premises which are designed to prevent or retard the spread of fire.

9.4 Not to impede access to any Service Media.

10. EASEMENTS

10.1 Not to obstruct any window or light or abandon any easement from time to time enjoyed by the Premises.

10.2 To give immediate written notice to the Landlord of any encroachment on or circumstance which might result in the acquisition of any easement or other right over the Premises and to take or join in such proceedings or take such other steps as the Landlord may reasonably require to prevent any such acquisition.

11. ALIENATION

11.1 Not to part with or share possession or occupation of the whole or any part or parts of the Premises except by way of an assignment or underletting of the whole of the Premises or an underletting of a Flat.

11.2 Not to assign underlet or charge any part of the Premises as distinct from the whole save for a Flat.

11.3 To pay to the Landlord an administration fee of such amount as is determined from time to time by the Landlord in its reasonable discretion in connection with any request for information in connection with a proposed underletting or assignment of the Premises.

12. REGISTER DEVOLUTIONS

Within one month of the creation or disposition of any interest in or charge over the Premises to give written notice of it to the Landlord and produce a certified copy of any relevant document and to pay to the Landlord a registration fee of such amount as is determined from time to time by the Landlord in its reasonable discretion.

13. INFORMATION ABOUT THE PREMISES

13.1 From time to time on demand to furnish the Landlord with full particulars of all interests in the Premises.

13.2 To disclose such information as the Landlord may from time to time require in relation to any application or request made or particulars produced to the Landlord.

14. LANDLORD'S COSTS

To pay to the Landlord on a full indemnity basis all costs claims demands and expenses (including all Landlord's Expenses) incurred by the Landlord in contemplation of or in relation to or as a result of:

14.1 any notice under sections 146 or 147 of the Law of Property Act 1925 and/or any proceedings pursuant to such notice (even if forfeiture is avoided otherwise than by relief granted by the court);

14.2 any breach of any obligation of the Tenant under this Lease;

14.3 any application for consent under this Lease.

15. STATUTORY REQUIREMENTS

15.1 At its own expense to comply with statute common law and all relevant codes of practice in relation to the Premises (whether or not such requirements are imposed upon the owner occupier or any other person).

15.2 To pay to the Landlord a due proportion (to be determined fairly and reasonably by the Landlord) of all Landlord's Expenses in relation to compliance with such requirements or notices where they relate both to the Premises and to the Building.

16. PLANNING

16.1 To comply in all respects with the Planning Acts.

16.2 Not to make any objection to any applications which may be submitted to the local planning authority from time to time by or on behalf of the Landlord for planning permission in relation to the Building or any part or parts of it.

16.3 At any time and from time to time to enter into such agreements or obligations under the Planning Acts (whether under section 106 of the Town and Country Planning Act 1990 or otherwise) as may be required by the Landlord in relation to the Building or any part or parts of it in relation to town and country planning provided that the agreement or obligation is expressed not to bind or to be enforceable against the owner or occupier of the Premises or any mortgagee of such person.

17. NOTICES

17.1 Within seven days of receipt (or sooner if requisite) to produce to the Landlord and to any managing agents) notified from time to time to the Tenant by the Landlord full particulars of any notice order permission or proposal in relation to the Premises and at the reasonable request of the Landlord to make or join with the Landlord in making such objections or representations in respect of it as the Landlord reasonably requires.

17.2 To provide to any managing agents notified from time to time to the Tenant by the Landlord a copy of any notice or request for consent or information at the same time as the Tenant serves it on or sends it to the Landlord.

18. INDEMNITY

To indemnify the Landlord against all actions proceedings claims demands losses costs expenses damages and liability (including any liability for any injury to any person or damage to any land or other property) arising directly or indirectly from any breach of any

obligation of the Tenant under this Lease or the state and condition or any use of the Premises or any act or omission of the Tenant.

19. INCUMBRANCES

To indemnify the Landlord in respect of all covenants and other matters relating to the Premises or to any of the rights granted by this Lease (and in particular those contained or referred to in any documents specified in schedule 7) so far as they are enforceable.

20. REGULATIONS

To observe and perform all regulations made from time to time by the Landlord or its managing agents and notified to the Tenant relating to the management of the Building and/or the use of any of the Common Parts.

21. VALUE ADDED TAX

To pay all Value Added Tax in respect of all taxable supplies made to the Tenant under this Lease or as the case may be to repay to the Landlord any Value Added Tax borne by the Landlord in respect of taxable supplies made to the Landlord (except to the extent in the latter case to which the Landlord recovers it) and in every case where under this Lease the Tenant is obliged to pay an amount of money such amount shall be regarded as being exclusive of all Value Added Tax from time to time payable on it.

22. WAYLEAVES AND EASEMENTS

Upon any request being made from time to time by the Landlord to join in and be a party at no expense to the Tenant to any deed or document required by the Landlord to grant easements wayleaves leases licences rights or privileges over or in respect of the Premises to any local authority or any other body exercising powers under statute or by Royal Charter or any utility service or supply company or other person in connection with services to be provided for the benefit of the Premises or any part of the Building and to execute and complete such deed or document without delay.

SCHEDULE 3

Regulations

1. PROHIBITED USER AND NUISANCE

1.1 Not to use the Premises for any noisy offensive dangerous illegal or immoral purpose nor for gambling or betting.

1.2 Not to hold on the Premises any political meeting or public show or spectacle nor any sale by auction.

1.3 Not to do anything on the Premises or on any part of the Common Parts which may be or become a nuisance damage disturbance or obstruction to the Landlord or any occupier of any other part of the Building or any other Owner or any owner or occupier of other land.

1.4 Not to play or use any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise any singing in the Premises at any time so as to be audible or otherwise discernible outside the Premises.

1.5 Not to use in the Premises any electrical device without an effective suppressor fitted thereto.

2. PERMITTED USE

Not to use the Premises except as private residential apartments only and not to use the Parking Spaces other than for the parking pursuant to the right granted in paragraph 6 of part 2 of Schedule 1 of seven private motor cars not exceeding three tonnes gross laden weight or motor cycles (in each case for the use of the Tenant or the Tenant's sub-tenants or their respective visitors) or for the use of any other facilities pursuant to the right granted in paragraph 6 of Part 2 of Schedule 1 and the Bicycle Storage Unit.

3. REFUSE AND DELETERIOUS SUBSTANCES

3.1 Not to burn any rubbish on the Premises or the Common Parts and not to deposit any rubbish on the Premises or the Common Parts other than in proper receptacles as allocated from time to time by the Landlord and (except to the extent that this is carried out as part of the Services) to ensure that they are regularly emptied.

3.2 Not to permit any substance which is or might become of a dangerous hazardous polluting or contaminative nature or which might in any way adversely affect or damage the Building any Service Media other land or water or the environment or cause harm to human health to be in on or under or to escape from the Premises or the Car Park or the Bicycle Storage Unit and if the Tenant becomes aware of any such substance in on under or escaping from the Premises to give immediate written notice of it to the Landlord and to remove or remediate it in compliance with the requirements of the Landlord or any competent authority.

3.3 Refuse must only be deposited within the refuse areas designated from time to time by the Landlord.

4. OVERLOADING AND DAMAGE

4.1 Not to overload the Premises nor damage overload or obstruct any Service Media the Common Parts or the Building or the Car Park or the Bicycle Storage Unit.

4.2 Not to insert or place or leave dirt rubbish or other substances in sinks baths lavatories cisterns or any pipe nor shall any obstruction or building damage be caused in any other manner.

4.3 To take adequate precautions (where necessary) to protect all pipes against freezing of water therein. Any dripping taps and overflows must be rectified as soon as reasonably possible.

5. SIGNS AND ADVERTISEMENTS

Not to exhibit any form of flag sign advertising or notification material which is visible from the exterior of the Premises without the prior written consent of the Landlord.

6. DISPUTES

If required by the Landlord to submit any dispute difference or complaint that may arise between the Tenant and a Commercial Tenant and any of the other Flat Tenants in respect of the use of the Common Parts or the use or occupation of the Premises or any other part of the Building to the Landlord.

7. MISCELLANEOUS REGULATIONS

To take all reasonable steps to enforce the terms of the leases of the Flats to observe the following:

7.1 The Parking Space shall only be used for the parking of one private motor car or motor cycle and not for storage or any other purpose.

7.2 Not to keep any petrol or other inflammable substances in or about the Premises.

7.3 Not to leave or park (other than by parking private motor cars or motor cycles in the Parking Spaces pursuant to the right granted in paragraph 6 of part 2 of schedule 1 or a bicycle or bicycles in the Bicycle Storage Unit pursuant to the right granted in paragraph 7 of part 2 of Schedule 1) on any part of the Building any motor vehicle motor cycle bicycle perambulator or other vehicle and to observe all regulations made from time to time by the Landlord relating to the parking of vehicles (and the Tenant acknowledges the right of the Landlord or its agents to apply wheel clamps to vehicles parked in contravention of such regulations and to charge a reasonable fee for removal).

7.4 Not to park or accommodate any commercial vehicle caravan or boat on any parking space or any other part of the Building (other than temporarily for the purposes of deliveries to or from the Premises).

7.5 Not to carry out upon any of the Common Parts any repairs or servicing to any motor vehicle (except in case of an emergency) nor any cleaning of any motor vehicle.

7.6 Motor cars and motorcycles shall only be washed in a designated vehicle washing area and subject to compliance with all relevant regulations relating to the use thereof.

7.7 The Car Park Common Parts shall not be obstructed and there shall be no parking within the Car Park save in the Parking Spaces.

7.8 Promptly to clean up any spillages of petrol oil or other substances on the Car Park or the Car Park Common Parts.

7.9 To pay the cost of making good any damage at any time caused by the Tenant or his servants agents licensees or visitors to any part of the Building or to the person or property of the

owner or occupier of any other land by the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever.

7.10 If the Premises are to be left unoccupied for any continuous period of more than seven days to turn off the mains water supply to the Premises.

7.11 If the Premises are to be left unoccupied for any continuous period of more than two calendar months or such other timeframe as is notified by the Landlord from time to time to notify the Landlord in writing of the name and address of a suitable local and responsible person who shall be responsible for the observance and performance on behalf of the Tenant of the Tenant's obligations in this Lease.

7.12 Not to hang or expose so as to be visible from outside the Premises any clothes or washing or other articles of any description.

7.13 Not to shake any mats brooms or other articles inside any part of the Building (other than within the Premises) or out of the windows or doors or on the balcony or terrace of the Premises.

7.14 Not to keep any pets or any bird fish or other animal in the Premises without the prior written consent of the Landlord.

7.15 Not to permit any invitees friends servants or employees of the Tenant or their children to play upon any hall staircases landings or passageways in or about the Common Parts.

7.16 To keep the layer of material laid on the floor slab of the Premises for the purposes of sound deadening and insulation in place and intact and in good repair and covered with floor covering surfaces and from time to time when necessary to replace such layer with material of at least the same effectiveness in sound deadening and insulation.

7.17 To keep any balconies patios terraces and decked areas clean and unobstructed and not to make any additions or alterations thereto or store erect or place any goods equipment or materials other than patio furniture ornaments or other items which do not place excessive weight or strain on such balconies or terraces and to maintain all such items in good condition thereon.

7.18 Not to locate or use within any balcony or the terrace forming part of the Premises any furniture or other apparatus which in the reasonable opinion of the Landlord detracts from the external appearance of the Building as a high class residential building.

7.19 At all times when not in use to keep shut the entrance door to the Premises and/or any entrance door to or within the Building and between the hours of 11:00 p.m. and 8:00 a.m. not to make any avoidable noise in any part of the Common Parts.

7.20 Not to use the halls staircases landings and passageways in and about the Building or any other of the Common Parts otherwise than in accordance with the proper exercise of the rights herein granted.

7.21 Not to smoke anywhere within the internal parts of the Common Parts or Car Park Common Parts.

7.22 To observe and perform all regulations made from time to time by the Landlord and notified to the Tenant relating to the prevention or reduction of emissions from motor vehicles to the atmosphere of carbon dioxide and/or any other gasses and/or solids and/or substances.

7.23 At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Landlord may from time to time in its reasonable discretion think fit to make for the management care and cleanliness of the Building and the comfort safety and convenience of all the Flat Tenants and occupiers.

7.24 All windows (both internal and external) in the Premises must be cleaned by the Tenant once every three months.

7.25 All contractors or workmen working in the Premises are to comply with all relevant regulations relevant to works, copies of which shall be made available on request to the Landlord or their managing agents.

7.26 Any barbeques or other similar cooking apparatus outside the Premises are not to be used so as to endanger any parts of the Building and must at all times comply with all relevant statutes and regulations and any such cooking apparatus placed on any balconies, patios or terraces forming part of the Premises must be used so as not to cause any nuisance, disturbance or annoyance to other occupiers or residents of the Building.]

SCHEDULE 4

Landlord's covenants

1. QUIET ENJOYMENT

That the Tenant paying the Rents and complying with its other obligations under this Lease may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for it.

2. TERMS OF OTHER LEASES

That every lease of an apartment in the Building hereafter granted by the Landlord at a premium shall contain covenants of a substantially similar nature to those contained in Schedule 2 and regulations of a substantially similar nature to those contained in Schedule 3 (to the extent relevant and appropriate in the reasonable opinion of the Landlord to the relevant apartment).

3. TO OBSERVE COVENANTS AND REGULATIONS

As to the other apartments in the Building which are not from time to time let on leases granted at a premium to observe and perform or procure the observance and performance of covenants of a substantially similar nature to those contained in Schedule 2 and regulations of a substantially similar nature to those contained in Schedule 3 (to the extent relevant and appropriate in the reasonable opinion of the Landlord to the relevant apartment).

4. TO ENFORCE

At the request of the Tenant and subject to payment by the Tenant of (and provision beforehand of such security as the Landlord may require for) the costs of the Landlord on a complete indemnity basis to enforce any covenants of a substantially similar nature to those contained in Schedule 2 and any regulations of a substantially similar nature to those contained in Schedule 3 entered into by the tenant of any other apartment in the Building.

5. PROVISIONS OF SERVICES

That subject to payment by the Tenant of the Service Charge and to the provisions of Schedule 8 the Landlord will use reasonable endeavours to carry out and provide or procure the carrying out and provision of the Services.

6. LEASES OF COMMERCIAL PREMISES

To use all reasonable endeavours to ensure that every lease of the Commercial Premises granted by the Landlord contains covenants no less onerous than those contained in Schedule 3 (Regulations) and appropriate rights of entry for the purposes of repair and maintenance of the Retained Parts, the Flats and the Premises.

SCHEDULE 5

Provisos

1. RE-ENTRY

Without prejudice to any other right remedy or power of the Landlord it will be lawful for the Landlord or any person authorised by the Landlord to re-enter the Premises (and upon re-entry the Term will determine but without prejudice to any claim by the Landlord in respect of any antecedent breach of any obligation of the Tenant under this Lease) if:

1.1 any Rents remain unpaid for twenty working days (whether formally demanded or not); or

1.2 there is any breach of any obligation of the Tenant under this Lease.

2. EXCLUSIONS

2.1 Except where expressly granted by this Lease the Tenant will not have:-

(a) the benefit of any easement right or privilege;

(b) the benefit of or the right to enforce or to prevent the release or the modification of any covenant agreement or condition benefiting the whole or any part of the Building to which any land not comprised in the Building may from time to time be subject; or

(c) the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by anyone in respect of any property or operate to confer upon the Tenant any easement right or privilege over or to prejudice prevent or restrict (or entitle the Tenant to any compensation in respect of) the use repair rebuilding alteration demolition or development of any land or property not comprised in this Lease whether the same shall be subject to or free from obligation agreements declarations and stipulations similar to those in this Lease.

2.2 The Landlord gives no express or implied warranty that any uses permitted by this Lease will be or remain lawful or authorised under the Planning Acts.

2.3 So far as the law allows the Tenant releases the Landlord from all the obligations of the Landlord under this Lease with effect from and including the date on which the Landlord disposes of the reversion.

2.4 The Landlord shall not be liable to the Tenant in respect of any theft of or damage or loss to any motor car motor cycle or bicycle parked in the Car Park or the Bicycle Storage Unit.

3. ACCEPTANCE OF RENTS

If the Landlord has reasonable grounds for believing that the Tenant is in breach of any of its obligations under this Lease and refrains from demanding or accepting Rents then interest will be payable by the Tenant at the Interest Rate on such Rents for the period during which the Landlord so refrains such interest to be calculated on a daily basis.

4. JURISDICTION

4.1 This Lease is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts and the Tenant hereby irrevocably and unconditionally

submits to the jurisdiction of the English Courts and agrees and declares that his address for service of all proceedings and notices in England is as specified above and agrees that this shall remain the address for service of proceedings and notices unless and until the Landlord has received written notice from the Tenant nominating an alternative address for service which shall be in England.

4.2 Notwithstanding the provisions of paragraph 4.1 of this schedule the submission by the Tenant to the jurisdiction of the English Courts shall not (and shall not be construed so as to) limit the right of the Landlord to take proceedings against the Tenant in whatsoever jurisdiction it shall deem fit nor shall the taking of proceedings (including without limitation the enforcement or execution against any property whatsoever (irrespective of its use or intended use) and wheresoever situated of any order or judgment which may be made or given in such proceedings) so limit the right of the Landlord to take proceedings in any other jurisdiction.

5. VAT INVOICES

The Landlord shall not be obliged to issue any Value Added Tax invoice for any supply until it has received payment therefore.

6. NOTICES

Any notice under or in relation to this Lease:

6.1 will be deemed (whether or not that is actually the case) to be a notice required to be served for the purposes of section 196(5) of the Law of Property Act 1925 and the provisions of section 196 of that Act will extend to any such notice accordingly;

6.2 may also be served by facsimile transmission to the party to be served and any such notice shall be deemed to have been served on despatch and in proving such service it shall be sufficient to prove that the sender of the facsimile transmission has his copy and can show it was duly transmitted;

6.3 to be served on the Landlord must be copied and sent to the Landlord at its registered office and at any address notified from time to time by the Landlord to the Tenant.

7. REGULATIONS

The Landlord reserves the right to alter or waive any of the regulations contained in schedule 3 in its reasonable discretion.

8. DISPUTES

Any dispute difference or complaint arising between the Tenant and/or, the Flat Tenants and the Commercial Tenant in respect of the use of the Common Parts or the use or occupation of the Premises or any other part of the Building shall if required by the Landlord be submitted to the Landlord whose decision shall be final.

9. COMMON PARTS AND SERVICE MEDIA

9.1 Save to the extent that the use of the Common Parts is required for the purposes of access to and egress from the Premises the right to use particular areas structures or facilities as Common Parts shall only arise from the date the Landlord designates the particular areas structures or facilities to be available for use as Common Parts.

9.2 The Landlord may from time to time acting reasonably (but so long as reasonable means of access and reasonable rights for the use of Service Media remain available for the benefit of the Premises):

(a) change the location area or arrangements for use by the Tenant of any part of the Common Parts or Service Media;

(b) close or alter any part of the Common Parts;

(c) use the Common Parts for such promotional activities as the Landlord in its absolute discretion may from time to time deem desirable;

(d) stop up divert or remove any of the Service Media.

9.3 The Landlord may from time to time acting reasonably temporarily close or suspend the use of the Leisure Facilities which otherwise the Tenant will have the right to use in common with all other occupiers of the Building.

10. THIRD PARTY RIGHTS

Nothing in this Lease is intended to confer on any person any right to enforce any term of this Lease which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

11. TITLE GUARANTEE

For the purposes of clause 2 and the Law of Property (Miscellaneous Provisions) Act 1994:

11.1 the covenant implied by section 2(1)(b) of that Act shall be amended by deleting from that section the words "his own cost" and substituting therefor the words "the cost of the person to whom he disposes of the Property";

11.2 section 6(2)(a) of that Act is to be construed as if all entries made in any public register are within the actual knowledge of the Tenant.

12. PROVISIONS RELATING TO RIGHTS GRANTED AND EXCEPTED AND RESERVED

12.1 The rights granted and excepted and reserved in this Lease are granted and excepted and reserved subject to the person exercising the rights causing as little inconvenience and damage as reasonably practicable and making good as soon as reasonably practicable any damage caused to property.

13. PARTY WALLS

The Tenant (so far as its consent is required and in order so far as the law permits to bind itself and its successors in title) consents to the Landlord carrying out any works referred to in the Party Walls etc Act 1996 which are authorised by planning permission without the necessity for service of any notice on the Tenant under that Act.

14. DATA PROTECTION ACT CONSENT

For the purposes of the Data Protection Act 1998 or otherwise the Tenant agrees that information held by the Landlord relating to this Lease may be disclosed to third parties in connection with the management of and/or any disposal or other dealing with the whole or any part or parts of the Landlord's interest in the Building and the Premises.

SCHEDULE 6

Insurance

1. LANDLORD/TENANT TO INSURE

1.1 The Landlord shall keep insured with the Insurers and through such agency as the Landlord shall from time to time decide:

(a) the Building in its full Reinstatement Cost against the Insured Risks;

(b) liabilities in respect of property owner's and third party risks in relation to the Building in such sum as the Landlord shall reasonably require.

1.2 The Landlord shall produce to the Tenant on request (but not more often than once in any period of twelve months) reasonable evidence from the Insurers of the terms and subsistence of any policy or policies of such insurance.

1.3 The Tenant shall give the Landlord written notice of the estimated reinstatement cost of any fixtures and fittings installed from time to time by the Tenant which may become landlord's fixtures and fittings.

1.4 The Landlord shall use reasonable endeavours to procure that the interests of the Tenant the Flat Tenants and any mortgagee of the Flat Tenants are noted on the policy or policies of insurance.

1.5 The Tenant shall keep insured to an adequate limit of cover its fittings and contents in the Premises and shall produce to the Landlord on request (but not more than once in any period of twelve months) reasonable evidence of the terms and subsistence of any policy or policies of such insurance.

1.6 The Tenant shall keep insured to an adequate limit of cover any motor car or motor cycle (in respect of at least third party fire and theft) or bicycle (against damage and theft) parked in the from time to time and shall produce to the Landlord on request (but not more than once in any period of twelve months) reasonable evidence of the terms and subsistence of any policy or policies of such insurance.

2. INSURANCE RENT

2.1 The Tenant shall pay to the Landlord yearly (and proportionately for any period less than a year):

(a) a fair proportion or proportions properly attributable to the Premises as determined from time to time by the Landlord or its managing agents or accountants whose decision shall be final of the gross cost to the Landlord of performing its obligations under paragraph 1.1(a) and 1.1(b) of this schedule; and

(b) a fair proportion or proportions properly attributable to the Premises and/or the Parking Space as determined from time to time by the Landlord or its managing agents or accountants whose decision shall be final of a fair and reasonable proportion allocated by the Landlord of the gross cost to the Landlord of insuring the Car Park performing its obligations under paragraph 1.1(b) of this schedule or (where the Car Park are insured as part of the Building as a whole or with any other part of the Building) a fair and reasonable proportion allocated by the Landlord to the Car Park of the gross cost to the Landlord of insuring the Building as a whole or the Car Park with any other part of the Building (as the case may be)

including in each case the cost of any insurance valuations carried out by or on behalf of the Landlord all such payments to be made on each 1st January and 1st July (or such other day or days as shall be notified in writing to the Tenant).

3. DESTRUCTION OF PREMISES

If the Building or any part shall be destroyed or damaged by any Insured Risk then subject to:

3.1 the Landlord obtaining or procuring the obtaining of any necessary planning and other permissions consents licences and approvals (which the Landlord shall use all reasonable endeavours to obtain or procure the obtaining of as soon as practicable but shall not be obliged to institute or pursue any appeal);

3.2 the necessary labour and materials being available (which the Landlord shall use all reasonable endeavours to obtain or procure the obtaining of as soon as practicable); and

3.3 the payment by the Tenant to the Landlord of any money payable under paragraph 5 of this schedule

the Landlord shall reinstate the Building substantially as it was prior to such destruction or damage or replace it with reasonably comparable premises or facilities and all the proceeds of the insurance shall be paid to the Landlord for such purpose and the Landlord shall make up any deficiency in such proceeds out of its own money.

4. REINSTATEMENT PREVENTED AND DETERMINATION

If the Landlord is prevented from reinstating within three years from the date of destruction or damage the Building the Landlord shall be relieved from such obligation and this Lease shall automatically determine (but without prejudice to the rights of either party in respect of any antecedent breach of covenant) and all relevant insurance money shall (subject and without prejudice to the rights of any other interested parties) be held by the Landlord upon such trusts for the Landlord the Tenant and the other Flat Tenants in such proportions as shall be agreed having regard to their respective interests in the Building and in case of any dispute as to the terms of such trusts the same shall be determined by a single arbitrator to be agreed upon by the Landlord and by the Tenant or at the request of either of them to be nominated by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

5. FURTHER PAYMENTS BY THE TENANT

5.1 If the payment of any insurance money is refused owing to some act or default of the Tenant or any undertenant or their respective servants agents or licensees the Tenant shall pay to the Landlord the amount so refused within five working days after written demand.

5.2 If any excess to which any policy of insurance effected pursuant to this schedule shall be subject becomes applicable the Tenant shall pay to the Landlord the amount or a fair proportion of such excess within five working days after written demand.

6. ABATEMENT OF RENT

If the Building or any part thereof shall be destroyed or damaged by any Insured Risk so as to render the Premises unfit for or incapable of occupation and use the Rents or a fair proportion thereof according to the nature and extent of the damage sustained shall be

suspended (save to the extent that the insurance money shall be irrecoverable owing to some act or default of the Tenant or any undertenant or their respective servants agents or licensees) until the Premises shall cease to be unfit for or incapable of occupation and use or until the expiration of the period insured for loss of rent (whichever shall be the earlier) PROVIDED ALWAYS that any dispute as to the extent proportion or period of such suspension shall be determined by a single arbitrator to be agreed upon by the Landlord and by the Tenant or at the request of either of them to be nominated by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

7. BENEFIT OF OTHER INSURANCES

The Tenant shall apply all money which it shall receive by virtue of any insurance of the Building in making good the loss or damage in respect of which the same shall have been received.

8. INSURANCE BECOMING VOID

The Tenant shall:

8.1 not cause any policy of insurance covering the Building to become void or voidable or the rate of premium thereon to be increased;

8.2 comply with all requirements and recommendations from time to time of the Insurers in relation to the Premises.

9. NOTICE BY TENANT

The Tenant shall give immediate written notice to the Landlord of any event which might affect or give rise to a claim under any policy of insurance covering the Building.

SCHEDULE 7

The documents (if any) containing incumbrances to which the Premises are subject

The matters contained or referred to in the property and charges registers of title numbers 385714 and 390291 but excluding charges to secure the repayment of money.

SCHEDULE 8

PART 1

Services and the Service Charge

1. DEFINITIONS AND INTERPRETATION

In this schedule the following expressions have the following meanings unless the context otherwise requires:

"**Annual Expenditure**" the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Services (after giving credit for any insurance money received by the Landlord under any policy in relation to the Building and in relation to matters comprised in the Services which the Landlord is obliged to effect under this Lease).

"**Annual Car Park Expenditure**" the aggregate expenditure incurred or to be incurred by the Landlord during a Service Year in or incidentally to providing or in respect of all or any of the Car Park Services (after giving credit for any insurance money received by the Landlord under any policy in relation to the Car Park and in relation to matters comprised in the Car Park Services which the Landlord is obliged to effect under this Lease).

"**Car Park Services**" the services facilities amenities and items of expenditure specified in part 4 of this schedule. "**Services**" the services facilities amenities and items of expenditure specified in part 3 of this schedule.

"**General Services**" the services facilities amenities and items of expenditure specified in part 2 of this schedule.

"**Provisional Service Charge**" the amount which in the opinion of the Landlord or its managing agents or accountants shall from time to time represent a fair and reasonable estimate of the Service Charge for the Service Year in question provided that if it should appear necessary or appropriate to adjust the Provisional Service Charge during the Service Year the Provisional Service Charge may be increased or decreased (as the case may be) by the Landlord at any time.

"**Service Charge**":

(a) a fair proportion or proportions properly attributable to the Premises as determined from time to time by the Landlord or its managing agents or accountants whose decision shall be final of the Annual Expenditure; and

(b) a fair proportion or proportions properly attributable to the Premises as determined from time to time by the Landlord or its managing agents or accountants whose decision shall be final of the Annual Car Park Expenditure.

"**Service Year**" a calendar year expiring on 31st December or such other annual period as the Landlord may in its reasonable discretion decide.

"**Services**" the Services and the Car Park Services

2. PROVISION OF THE SERVICES

2.1 The Landlord shall not be liable to the Tenant in respect of:

(a) any failure or interruption in any of the Services by reason of necessary repair maintenance or replacement of any installations or apparatus or their damage or destruction or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or shortage of fuel materials or labour or any other cause beyond the control of the Landlord but the Landlord shall use its reasonable endeavours to restore any such services as soon as practicable;

(b) any act omission or negligence of any person undertaking the Services or the Car Park Services or any of them on behalf of the Landlord.

2.2 The Landlord may withhold add to or extend vary or alter the Services or any of them from time to time so long as in doing so the Landlord complies with the principles of good Building management and acts reasonably in all the circumstances.

2.3 The Landlord shall not be under any obligation to provide any services facilities or amenities as part of the Services or the Car Park Services which are not already installed or available or in the course of being installed or made available except to the extent that provision would be required for the purposes of periodic replacement or renewal of services facilities or amenities.

2.4 No person employed by the Landlord in accordance with this Lease shall be under any obligation to furnish attendance or make available their services to the Tenant and in the event of any such person furnishing attendance or making available any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Landlord shall not be responsible for the manner in which such attendance or services are performed or for any damage to the Tenant or other persons arising therefrom.

3. STATEMENT OF ANNUAL EXPENDITURE

3.1 The Landlord shall as soon as practicable after the end of each Service Year prepare and submit to the Tenant a statement of the Annual Expenditure and the Annual Car Park Expenditure for that Service Year containing a fair summary of the expenditure referred to in it and showing the Service Charge for that Service Year and upon such statement being certified by the Landlord's managing agents auditors or accountants it shall (as far as the law shall allow) be conclusive evidence for the purposes of this Lease of all matters of fact referred to in the statement (except in the case of manifest error).

3.2 The Landlord may include in any such statement such proper provision calculated in accordance with the principles of normal accounting practice and good Building management for expenditure in any subsequent year as the Landlord acting reasonably shall from time to time consider appropriate.

3.3 Any omission by the Landlord to include in any such statement any sum expended or liability incurred in that Service Year shall not preclude the Landlord from including such sum or the amount of such liability in an account for any subsequent year.

3.4 The Landlord shall have absolute discretion:

(a) as to whether any sum expended or liability incurred shall fall within the Annual Expenditure and the Annual Car Park Expenditure or any other head of expenditure in relation to the services provided for the occupiers of the Building; and

(b) to apportion any sum expended or liability incurred between the Annual Expenditure and the Annual Car Park Expenditure and any other head of expenditure in relation to

the services provided for the occupiers of the Building as it shall from time to time consider appropriate.

3.5 No sum expended or liability incurred shall be included in more than one of the Annual Expenditure and the Annual Car Park Expenditure and any other head of expenditure in relation to the services provided for the occupiers of the Building unless apportioned between them pursuant to paragraph 3.4.

4. PAYMENT OF THE SERVICE CHARGE

4.1 The Tenant shall pay to the Landlord on account of the Service Charge on each 1st January 1st April 1st July and 1st October (or such other quarterly or half yearly days as shall be notified in writing to the Tenant) one quarter of the Provisional Service Charge (or one half where the Landlord shall specify half yearly days for payment) the first payment to be duly apportioned.

4.2 If the Service Charge for any Service Year shall:

(a) exceed the Provisional Service Charge payments made on account thereof the excess shall be paid by the Tenant to the Landlord within ten working days after written demand or at the option of the Landlord on the next day for payment by the Tenant;

(b) be less than such payments on account the overpayment shall be allowed by the Landlord to the Tenant as a credit against payments to become due or (in the Service Year ending on or after the expiry of the Term) shall be repaid by the Landlord to the Tenant within ten working days of calculation of the Service Charge by or on behalf of the Landlord.

5. CONTINUATION

The provisions of this schedule shall continue to apply notwithstanding the expiration or sooner determination of the Term but only for the purposes of calculation and payment of the Service Charge for the period down to such expiration or sooner determination.

6. RETAINED SUMS

Any sums retained by the Landlord by way of provision for expenditure in any subsequent year shall be credited to accounts separate from the Landlord's own money and shall be held by the Landlord upon trust for the persons who from time to time shall be the owners in the Building to apply the same and any interest accruing thereto for the purposes set out in this schedule and any such sums unexpended when such trust shall end shall be paid to the persons who shall then be such owners in shares equal to their service charge percentages and the balance (if any) to the Landlord.

PART 2

The General Services

1. Employing and training staff or independent contractors or labour for the provision of the relevant head of Services.

2. Providing maintaining repairing decorating heating and lighting any accommodation and facilities for any staff including any residential accommodation for such staff and all rates rent and outgoings and other costs incurred in connection with the provision of such accommodation or facilities.

3. Providing materials clothing and equipment needed from time to time for the proper performance of the duties of any staff.

4. Equipping and inspecting maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing equipment.

5. Leasing hiring or renting any item required for the purpose of carrying out or providing the relevant head of Services.

6. Providing such further services as may from time to time be consistent with the principles of good Building management and/or preserving the amenities of the relevant premises.

7. Employing or retaining any solicitor accountant surveyor valuer architect engineer managing agent or management company or other professional consultant or adviser in connection with the management administration repair and maintenance of the relevant premises including the preparation of any accounts certificates and statements relating to the relevant head of annual expenditure and the collection of the Service Charge.

8. If the Landlord (or any company subsidiary to or associated with the Landlord) fulfils the duties normally carried out by a managing agent a management fee not in excess of the sum reasonably and properly payable to an independent managing agent.

9. Any gas electricity oil or other fuel water and telephones used in providing the relevant head of Services.

10. Any other reasonable and proper expenses incurred by the Landlord in respect of the relevant premises.

11. Interest (at not more than the Interest Rate) on money disbursed by the Landlord in providing the relevant head of Services prior to reimbursement.

PART 3

The Services

1. Maintaining repairing preserving protecting decorating and (where beyond economic repair or obsolete) renewing replacing or rebuilding the Retained Premises and the Service Media exclusively serving the Building and contributing towards the maintenance repair preservation protection decoration and (where beyond economic repair or obsolete) renewal replacement or rebuilding of any areas roads pavements Service Media party walls structures or fences or other conveniences services or facilities which may belong to or be used for or be part of the Building.

2. Cleaning and controlling pests in lighting equipping furnishing and carpeting from time to time the Common Parts but not the Common Parts included in the demise of the Premises.

3. Operating inspecting maintaining altering cleaning repairing and (where beyond economic repair or obsolete) renewing or replacing all plant and machinery serving the Building or the Common Parts including lifts and lift plant window cleaning hoists and tracks and heating apparatus and the costs of all maintenance contracts entered into by the Landlord in relation thereto.

4. Cleaning the inside of all windows in the Building other than those which the Tenant or any other tenant in the Building is obliged to clean and cleaning the outside of all windows in and the cladding and external faces of the Building.

5. Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any fire alarm system and all fire fighting and detection equipment in or on the Building including all sprinklers hoses and dry risers and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Insurers.

6. Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any equipment including alarms gates barriers means of surveillance fencing and lighting video access and security services for the security of the Building or the Common Parts and providing the Tenant and other occupiers of the Building with any necessary security access cards passes and other equipment.

7. Providing equipping and operating amenities for persons visiting the Building including reception facilities.

8. Supplying such floral decorations in the Common Parts but not the Common Parts included in the demise of the Premises as the Landlord may from time to time deem suitable.

9. Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing directional signs and other notices in or upon the Building.

10. Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing such flags decorative lights and other decorations or other like amenities (if any) as the Landlord shall reasonably think fit to provide in or on the Building.

11. Maintaining tending keeping tidy and planting any garden or other area of land within the curtilage of the Building or which is capable of use and enjoyment by the occupiers of the Building.

12. Providing cleaning maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any refuse bins and stores or other similar receptacles for refuse for the Building and refuse collection.

13. Abating a nuisance in so far as the same is not the liability of or attributable to the fault of the Tenant or any other owner or tenant in the Building.

14. Taking any steps deemed by the Landlord to be desirable or expedient for making representations against or otherwise contesting the incidence of the provisions of any statute affecting or allegedly affecting the Building or the Common Parts or any part thereof and for which no tenant of the Landlord or other owner is directly responsible.

15. Complying with all requirements of statute and common law relating in any way to the Retained Premises their occupation or use and with any notice from any competent authority.

16. All rates taxes and outgoings of any kind charged in respect of the Retained Premises.

17. The General Services as applied to the Building or the Common Parts but not the Common Parts included in the demise of the Premises.

PART 4

The Car Park Services

18. Maintaining repairing preserving protecting decorating and (where beyond economic repair or obsolete) renewing or replacing and the Service Media exclusively serving the Car Park and contributing towards the maintenance repair preservation protection decoration and (where beyond economic repair or obsolete) renewal replacement or rebuilding of any areas roads pavements Service Media party walls structures or fences or other conveniences services or facilities which may belong to or be used for or be part of the Car Park.

19. Cleaning and controlling pests in lighting equipping and marking out from time to time the Car Park.

20. Operating inspecting maintaining altering cleaning repairing and (where beyond economic repair or obsolete) renewing or replacing all plant and machinery sewing the Car Park including drainage equipment petrol interceptors pumps and traps and the costs of all maintenance contracts entered into by the Landlord in relation thereto.

21. Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any fire alarm system and all fire fighting and detection equipment in or on the Car Park and all works necessary to comply with all recommendations of the appropriate authority in relation to fire precautions and any requirements of the Insurers.

22. Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any equipment including gates barriers means of surveillance fencing and lighting video access and security services for the security of the Car Park and systems in relation to traffic control speed restriction and petrol interception for the Car Park and providing the Tenant and other occupiers of the Car Park with any necessary security access cards passes and other equipment.

23. Providing maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing directional signs and other notices in or upon the Car Park.

24. Maintaining tending keeping tidy and planting any garden or other area of land within the curtilage of the Car Park.

25. Providing cleaning maintaining repairing and (where beyond economic repair or obsolete) renewing or replacing any refuse bins and stores or other similar receptacles for refuse for the Car Park and refuse collection.

26. Abating a nuisance in so far as the same is not the liability of or attributable to the fault of the Tenant or any other owner or tenant in the Car Park.

27. Taking any steps deemed by the Landlord to be desirable or expedient for making representations against or otherwise contesting the incidence of the provisions of any statute affecting or allegedly affecting the Car Park or any part thereof and for which no tenant of the Landlord or other owner is directly responsible.

28. Complying with all requirements of statute and common law relating in any way to the Car Park its occupation or use and with any notice from any competent authority.

29. All rates taxes and outgoings of any kind charged in respect of the Car Park.

The General Services as applied to the Car Park.

EXECUTED as a **DEED** by)
CROCUS VALLEY (NEW ELTHAM))
LIMITED)
acting by)
(one of its directors) in the presence of:

Director

Witness signature.....

Name .....

Address .....

.....

.....

Occupation .....

EXECUTED as a **DEED** by)
CROCUS VALLEY (NEW ELTHAM) NO 1)
LIMITED
acting by
(one of its directors) in the presence of
in the presence of:

Witness signature .....

Name .....

Address .....

.....

.....

Occupation .....